

## **EFFECT BV - SERVICE AGREEMENT**

The Agreement is entered into by and between

**EFFECT BV**, a private limited company, organized and existing under Belgian law, having its offices at Denen 167, 9080 Lochristi (Belgium), registered with the Crossroad Bank for Enterprises under number VAT BE 0847.214.628 (RLE Ghent, section Ghent), represented by Amplifai BV, having its offices at Durmedal 3, 9250 Waasmunster registered with the Crossroad Bank for Enterprises under number 1000.033.574, its director, duly represented by Mr. Christoph Hillegeer (the "**Company**") and the party identified as client on the Statement of Work (the "**Client**").

The Company and the Client may individually be referred to as a "**Party**" and collectively as the "**Parties**".

### **WHEREAS:**

- A)** The Company has developed several software products such as, amongst others Cobox, a software-as-a-service tool to digitize and automate data and document-driven business processes;
- B)** The Client desires to digitize and automate its document-driven business processes making use of the Products (as defined hereunder) and services provided for by the Company subject to the terms and conditions of this Agreement.

### **NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Service Agreement, unless otherwise specified, the following definitions will apply:

**"Agreement"** means the Final Quotation, Statement of Work, Service Agreement, including any schedules or annexes governing the delivery of Products and services (as defined in the Final Quotation and Statement of Work) by the Company to the Client.

**"AI system"** means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environment.

**"Confidential Information"** means any materials, papers, databases, drawings, diagrams, calculations, figures, procedures, processes, business methodologies, contracts (including this Agreement), financial, technical and legal information, budgets, sales marketing, public relations, advertising and commerce plans, ideas, strategies, projections, business plans, strategic expansion plans, products and product designs (i) marked by a Party in writing as confidential at the time of disclosure, (ii) generally accepted as having a confidential nature and/or (iii) of which a Party should have known that it concerns confidential information.

**"Control"** has the meaning given to it in article 1:14 of the Belgian Code for Companies and Associations and a change of Control shall be construed accordingly.

**"Client Data"** means all (personal) data, works, materials and content provided by the Client to the Company, for the purposes of this Agreement and/or use of the Products.

**"Documentation"** means the technical and/or organizational documentation made available by the Company to the Client regarding the Product.

**"Final Quotation"** means a non-binding offer from the Company to the Client that includes amongst others a detailed description and a corresponding price breakdown of the Product and/or services that could be offered to the Client. The Final Quotation also includes the corresponding Statement of Work and this Service Agreement.

**"FOD BOSA"** means the Federal Public Service Policy and Support ('FOD Beleid en Ondersteuning' / 'SPF Stratégie et Appui'), the Belgian Peppol authority who oversees Peppol certified service provider's compliance with the Peppol standards - [peppol@bosa.fgov.be](mailto:peppol@bosa.fgov.be).

**"Force Majeure Event"** means any circumstance not in a Party's reasonable control, including, but not limited to, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; interruption or failure of utility service (including interruption or failure of the internet or other public telecommunications network); cybersecurity incidents such as hacker attack, denial of service attack; and virus or other malicious software attack.

**"Implementation"** means the service of providing expertise, and resources to integrate the Product in the Client's IT environment for the Product to fully function.

**"Initial Quotation"** means a non-binding price estimation from the Company to the Client of the Product and/or services that could be offered to the Client, but without detailed description or price breakdown of such Product and/or services.

**"Incident"** means any event which is not part of the standard operation of a key functionality during normal use of the Products and which causes, or may cause, an interruption to or a reduction in the quality of the Products resulting in a failure to comply with the specifications of the Products.

**"Intellectual Property Rights"** means the following: (i) copyright and related rights, patents, database rights, tradenames, trademarks, rights in software programs (both in object code and source code), designs, know-how and trade secrets (whether registered or unregistered); (ii) applications for registration, including the right to apply for registration for any of these rights; and (iii) all other equivalent or similar forms of protection of intellectual or industrial property existing anywhere in the world.

**"License Term"** means the duration for which a license to a Product is granted by the Company to the Client as defined in clause 12 of this Service Agreement.

**"Maintenance"** means the provision of (preventive) works needed from time to time to ensure the correct functioning of the Products, including, but not limited to ongoing Updates, patches and technical improvements to the Product.

**"Office Hours"** means Monday through Thursday from 8:30 a.m. to 5:30 p.m. CET and Friday from 8:30 a.m. to 4:30 p.m. CET. Weekend days and official holidays in Belgium are not included.

**"Peppol"** means the international network Pan-European Public Procurement Online that enables entities and governments to securely exchange digital invoices and other business related documents.

**"Peppol ID"** means a unique Peppol identification number activated by the Company in order to register the Client in the Peppol directory.

**"Product"** means the software and/or API developed by the Company as described in the Statement of Work.

**"Service Agreement"** means the provisions of this Service Agreement, including its schedules and annexes.

**"Statement of Work"** means the final confirmation by the Company, in writing on the Company's letterhead and with a specific identifier, of the specific details of the Products and/or services ordered by the Client.

**"Support"** means the support in case of any defects or errors that may effect the functionality or security of the Product, including, but not limited to bug fixing.

**"Term"** means the duration of the Agreement as defined in clause 12 of this Service Agreement.

**"Third Party Material"** means material (such as software and AI systems) or related services utilized by the Company in the context of the Products, e.g. connected, embedded or otherwise included in the Products or used for their functionality, or otherwise provided to the Client pursuant to the Agreement, in respect of which the rights (including Intellectual Property Rights) are owned by a third party. This may also include third party hosting or cloud provider services.

**"Updates"** means updates, upgrades, enhancements, modifications or additional features that, in the Company's sole discretion, are deemed to be minor logical improvements or extensions. Updates do not include modifications which contain substantial new functions or features that must be purchased separately.

**"User Training"** means the provision, in its sole discretion, of practical, in-house or virtual, one-on-one or classroom training by an expert trainer for a well-defined number of hours to Client's personnel to help the latter to work with the Product to its full potential.

**"Workshops"** means the informational session(s) in form of digital or physical meetings, workshops, presentations or any other meetings held between Parties prior to the conclusion of any Statement of Work under this Agreement.

- 1.2 The headings to the clauses of this Agreement are for convenience only and shall not affect the construction or interpretation of the Agreement.

## **2. CONCLUSION OF THE AGREEMENT**

- 2.1 Prior to the Effective Date (as defined below), the Company may provide the Client with an Initial Quotation and (several) Workshops may be organized, whereafter the Company shall provide the Company with a Final Quotation.
- 2.2 The Agreement between Parties is deemed to be concluded upon the Client's confirmation of the Final Quotation or upon performance of the corresponding Statement of Work, whichever occurs first ("**Effective Date**").
- 2.3 To the best of its abilities, the Company shall undertake to comply with the stipulated deadlines and timings for the delivery of the Products and/or provision of services as specified in the Statement of Work. However, any timeframe set out in the Statement of Work includes an indicative estimation only, unless such timings are expressly agreed in writing to be binding milestones. In any case, the Client agrees that time for delivery of the Products or services shall not be of the essence. A Quotation by the Company does not constitute a binding offer and the Company reserves the right to withdraw, adapt or revise a Quotation at any time prior to the Effective Date. All offers and pricing in a Quotation of the Company are provided for information purposes only and do not legally bind the Company. Unless expressly agreed otherwise, the Quotation by the Company is valid for thirty (30) calendar days from the date of transmission to the Client.

- 2.4 For the avoidance of doubt, any information shared or documentation provided by the Company to the Client before the Effective Date, regardless of its format, being it through Workshops or otherwise, is strictly non-binding.
- 2.5 The Client hereby waives its own general and special terms and conditions, regardless of their format or method of submission, even where it is stated therein that only those conditions apply and even if such terms and conditions were not explicitly protested by the Company.

### **3. LICENSE**

- 3.1 Subject to the conditions and restrictions set forth in this Agreement and upon timely payment of the fees as elaborated in the Final Quotation and/or Statement of Work, the Company grants to the Client a personal, restricted, revocable, non-exclusive, non-transferable license, without the right to sublicense (unless as expressly set forth herein), to use the Product during the License Term for internal business purposes. The Client's rights are non-transferable unless prior written approval of the Company has been obtained. Such approval shall not be unreasonably withheld.
- 3.2 Notwithstanding the license granted herein, the Company and its licensors retain the unrestricted right, to sell, directly or through resellers, (licenses to) the Product or any of its versions or Updates to other clients. Nothing herein will be deemed to create an exclusive relationship between the Company and the Client.
- 3.3 The Company may refer to or identify the Client in any advertising or publicity release or promotional or marketing correspondence to third parties. In that regard, to the extent any Intellectual Property Rights are vested therein, the Client grants the Company an irrevocable, non-exclusive, transferable, sublicensable license to use the Client's trade- and company name(s) and logo(s) for two (2) years after the expiration or termination of the Agreement.
- 3.4 The Client expressly agrees that it shall not, either directly or indirectly:
- sell, license, use, reproduce, copy, display, distribute, assign or transfer (with or without consideration) the Product, except as expressly permitted under this Agreement;
  - decompile, reverse engineer, disassemble, modify, or otherwise attempt to derive the source code, underlying ideas, underlying user interface techniques or algorithms of the Product or prepare any derivative works of the Product;
  - violate or circumvent any (technical) usage limits;
  - buy, sell or transfer API keys to the Products (or any Third Party Material) to third parties, unless as provided for under this Agreement;
  - encumber or cause to exist any lien or security interest on the Product;
  - take any action that may cause the Products, their source code and/or the Documentation to be placed in the public domain;
  - modify or otherwise change the Product (including the features, functionality and the look-and-feel of the Product) except as expressly permitted under this Agreement;
  - remove any of the Company's, its affiliates' or suppliers' proprietary notices from the Product;
  - incorporate into, combine with, or distribute in conjunction with the Product any Product that is licensed pursuant to free/open source license terms, and in particular (without being limitative) copy left license terms.

## 4. CLIENTS' GENERAL UNDERTAKINGS

### 4.1 The Client undertakes that at all times during the Term:

- the Client employs a sufficient number of suitably qualified personnel to ensure the proper fulfilment of the Client's obligations under this Agreement, including presence of such personnel during workshops, meetings, and the like, also those organized prior to the Effective Date;
- its personnel responsible for the Implementation of the Product at the Client's side will participate in regular mandatory User Training and onboarding sessions provided by the Company, which will be charged to the Client as specified in the Statement of Work, and designed to ensure that the Client's personnel is up-to-date with the latest features, capabilities, and best practices related to the Product;
- the Client will not in any way alter the nature, quality or composition of the Product, and shall not make any false or misleading representations in respect of the Product;
- the Client shall comply with any Documentation or other guidelines of the Company when using the Product and shall procure that any person it authorizes to use the Products shall comply with such Documentation and guidelines, including, but not limited to, the [www.effect.be/termsfuse](http://www.effect.be/termsfuse).
- the Client designates a single point of contact (the "SPOC") who shall supervise the activities hereunder or any other activities as may be agreed between the Parties. This SPOC shall serve as the principal point of contact for the Company for the management of any issues or problems that may arise hereunder;
- the Client conducts business in a manner which does not reflect unfavorably on the Company, the Company's affiliates, the Product, and/or goodwill or reputation of the Company;
- the Client complies with any and all restrictions, warnings and instructions on the use of the Product, as made available by the Company;
- the Client shall be in possession of the necessary licenses for all software used, including software or hardware of third parties and the Client will indemnify the Company for all possible claims of third parties regarding such software or hardware;
- the Client pays or ensures payment on the due date to the Company of all sums due to the Company in accordance with this Agreement; and
- the Client keeps the Company informed as to any problems or issues encountered with the Product of which Client becomes aware.

## 5. CLIENT DATA

- 5.1 The Client acknowledges that for a proper functioning of certain Products, Client Data must be uploaded or shared with the Company. All Client Data shall remain property of the Client. The Client hereby grants the Company the right to use such Client Data (including any other content and information provided, transmitted or uploaded through the Products) for the performance of its obligations under this Agreement and to improve the functioning and provision of the Products.
- 5.2 The Client shall solely be liable and responsible for the lawfulness, accuracy, completeness, pertinence and correctness of the Client Data. The Client guarantees that it holds all rights and title to disclose the Client Data within this context. The Company shall not be liable for damages or liability resulting from incorrect Client Data inputted in the Products.
- 5.3 The Client shall immediately inform the Company in writing of any modifications in the Client Data in order to enable the Company to make the necessary changes for example in the Peppol network.

5.4 The Client warrants to the Company that the Client Data shall not infringe the Intellectual Property Rights or other legal rights of any third party, and shall not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

## **6. MAINTENANCE AND SUPPORT**

- 6.1 The Client acknowledges that Maintenance is necessary from time to time to ensure the proper functioning of the Products (e.g. for security purposes). The Company shall carry out such Maintenance at its sole discretion and shall use all reasonable endeavors to minimize the impact on the Client's day to day business. To this end, the Company may periodically conduct preventive actions such as making available Updates for the Products to the Client. Failing to install the latest Updates may lead to disruptions in the performance of the Products, including decreased availability and issues in relation to support. The Company shall not be responsible for any damages directly or indirectly arising from the Client's failure to install such Updates.
- 6.2 The Company shall undertake reasonable efforts to inform the Client prior of scheduled Maintenance that is likely to affect the availability of the Products or is likely to have a material negative impact upon the Products. However, unplanned Maintenance which is necessary at short notice given the circumstances, for example very urgent, safety-relevant adjustments may be carried out by the Company at any time without prior written notice.
- 6.3 The Company shall not be liable for any damages of any kind whatsoever incurred by the Client as a result of any non-availability of the Products due to Maintenance carried out under the circumstances described in clause 6.2.
- 6.4 Subject to timely payment of the fees as set forth in the Final Quotation and/or Statement of Work and installation of the latest Updates for the Products pursuant to clause 6.1, the Company shall provide Support to the Client in relation to the Products, upon written request from the Client and subject to the provisions set out in this clause.
- 6.5 The Company's Support to the Client shall be strictly limited to the Incidents listed below:
- Incidents related to the source code of the Products, including debugging and error investigation;
  - Bug fixes for defects in the Products caused by internal code malfunctions;
  - Investigation of and provision of workarounds for software malfunctions directly attributable to the Products, provided they were not caused by external factors;
  - Assistance with the correction of unintended system behavior due to flaws in the Products' code;
  - A system administrator helpdesk for questions related to the actual operational software functionality;
  - Support on all modules that been delivered/implemented in the software; and
  - Support on all scripts and templates that have been developed for the Client.

Any Incident falling outside thereof shall be deemed an **"Out of Scope Incident"**.

The following are deemed Out of Scope Incidents (non-exhaustive):

- Moves, adds and changes to the Products that are proactively requested, such as a Change Request requested by the Client for a new document type, workflow, functionality;
- Installation of new releases and versions;
- Support for problems caused by changes in the Client's software and/or hardware and server infrastructure, such as, for example, changes implemented by the Client to the scanner connectivity or changes to e-mail set-up and structure;

- Support for problems caused by changes in the Products configuration implemented by non-software-certified engineers, such as, for example, modification to scripts and or workflows by the Client;
- Problems caused by software on the server other than the Products, such as, for example, installation by the Client of antivirus software on a server or changes to the operating system.

6.6 In any case, Incidents caused by one of the following are not included in the Support provided by the Company to the Client (however the Client may request the Company to provide services regarding such incidents for which the Company may charge additional fees) (non-exhaustive):

- abuse or misuse of the Products;
- modification or addition to the Products not performed by or with the consent of the Company;
- installation of a fix by a party different than the Company; or
- configuration not performed by or with the consent of the Company.

6.7 Parties may further agree on certain terms and conditions regarding Maintenance and Support in a Service Level Agreement, included as Schedule A, the latter to prevail over this clause in case of discrepancies (in deviation of clause 17.4).

## **7. IMPLEMENTATION SERVICES**

7.1 Upon the Client's request, the Company shall provide Implementation services related to the Products against payment of a fee as set forth in the Final Quotation and/or Statement of Work.

7.2 In this context the Client:

- shall provide the Company, upon the Company's first request, with all useful, desirable and necessary information, data, measures, demands, performance specifications and technical or general documentation that is necessary or useful to the Company to provide the Implementation services;
- acknowledges and agrees that it is solely responsible for the accuracy, completeness, and pertinence of the (personal) data and/or information inserted in or connected to the Products and that it holds all rights and title to disclose such (personal) data and/or information within this context. The Client acknowledges that any deficiencies in such data and/or information may negatively impact the Implementation and/or the performance of the Product;
- acknowledges and agrees that the Products shall be linked to, and integrated with, the Client's existing IT infrastructure and that such integration may require local technical adjustments or installations by the Company; the Client agrees to provide the necessary access and cooperation to the Company to enable such integration. The Client further acknowledges that failure to provide such access or cooperation may have a negative impact on the Implementation and/or performance of the Product;
- shall make available adequate personnel to assist the Company with the Implementation and that such personnel shall have the necessary knowledge, expertise and experience including presence of such personnel during workshops, project meetings, and the like, also those organized prior to the Effective Date;
- in the event the Client would provide access to its facilities in order to permit the Company to perform the Implementation services, the Client shall ensure that such facilities are in compliance with the specifications notified by the Company (if any) and the applicable (health and safety) laws and regulations; and

- agrees that any additional and/or specific terms and conditions regarding the Implementation services that could be provided by the Company (e.g. in the form of a Statement of Work or otherwise), form part of this Agreement.

## 8. PEPPOL PRODUCT

- 8.1 Should the provision of Peppol, either directly or indirectly through an API, be offered under the Agreement as Product, this clause applies.
- 8.2 The Company is a Peppol certified service provider and is entitled to provide the Peppol related services enabling the exchange of business documents and datasets with other entities, on behalf of or for the benefit of the Client.
- 8.3 To that extent, the Company is obliged to verify the Client's (/end users') identity, the Company may create a Peppol ID and a unique Peppol identification number in order to register the Client in the Peppol directory and can request for additional information to establish such verification;
- 8.4 The supervising authority who oversees the Company's compliance with the applicable standards for Peppol certified service providers is the FOD BOSA.
- 8.5 The Client will be denied access to Peppol in the event of fraud, spam, or other criminal acts by or on behalf of the Client and the Company does not accept any liability in this regard.
- 8.6 All activities from the Client in the context of Peppol shall be logged by the Company (including the sending and receiving of business documents and datasets) to the extent permitted by applicable law, for support and traceability purposes. Such logs shall be retained for the legally required retention period (but no less than three (3) months) and can be made available by the Company to other actors directly involved in the sending and receiving of documents and datasets, upon their request.
- 8.7 The Company maintains operational backups, continuity and recovery procedures in the context of the provision of Peppol related services;
- 8.8 The Company may interact with other Peppol certified service providers to resolve issues regarding datasets and information exchanged between them and if the Company is not able to resolve the issue, the Company may refer the issue to FOD BOSA.
- 8.9 The Company may make available to FOD BOSA all relevant (personal) data and information from the Client to comply with its obligations towards FOD BOSA, as well as for statistical purposes. Such aggregated collected and statistical data may be made available by FOD BOSA to third parties.

## 9. CHANGE REQUEST

- 9.1 The Client may request changes to the scope of the Products and/or services provided for under this Agreement in writing (a "**Change Request**"), e.g. change in existing scope or additional Products and/or services under an existing Statement of Work (for all new Products and/or services, a new Agreement shall be concluded). The Company shall respond to each Change Request issued by and on behalf of the Client within a reasonable time period and shall, at its own costs, prepare a written Final Quotation for the requested change. The Company warrants that all prices included in a proposal or Final Quotation represent a fair market value for the requested changes.
- 9.2 A Change Request is deemed concluded when confirmed by the Client or when performance thereof has started by the Company, whichever occurs first. Unless expressly agreed otherwise, all Products and services provided following an approved Change Request, shall be governed by the terms of the Agreement.

## **10. WARRANTY AND THIRD PARTY MATERIAL**

- 10.1 All obligations of the Company under the Agreement are obligations of means and the Product is provided "as is". Other than the warranties expressly set forth in this Agreement, the Company expressly disclaims, to the extent permitted under applicable law, all warranties, express or implied, including any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose.
- 10.2 The Client acknowledges and accepts that the Products may function using (i) Third Party Material which may be subject to third party terms and conditions and (ii) open source technology which shall at all times be subject to the applicable open source (license) agreements. The Client acknowledges that, where relevant, such third party terms and conditions or (license) agreement shall directly apply. The Company can in no event be held liable for Third Party Material.
- 10.3 The Client acknowledges and accepts that the Third Party Material may also include AI systems. In this context the Client:
- acknowledges and agrees that it is solely responsible for the (lawfulness of the) deployment thereof within its organisation, including, but not limited to, the use thereof by its personnel or any other person involved in the operation and use of the Products provided for by the Company;
  - shall inform the users of the Products in this regard and shall take measures to guarantee, to the best of its ability, a sufficient level of AI literacy taking into account the technical knowledge, experience, education, and training of the users, as well as the context in which the AI systems are to be used;
  - warrants that it has all rights, licenses, and permissions required to provide input to the AI systems;
  - acknowledges that any input provided by the Client through the Product, may be used by the Company to improve the AI system and that the Company may use data obtained from third-party sources during the development and/or improvement of the AI system and the Company does not guarantee in any way the accuracy, completeness or lawfulness of such data and shall not be liable for any damages resulting from the use thereof; and
  - acknowledges and agrees to be fully aware that the output generated by an AI system is not unique and other users may receive similar content from AI systems, and such output is provided for informational purposes only and should not be acted upon without in-depth human analysis of such output or further human assessment of the circumstances in which the output is intended to be used. The Client shall at all times be solely responsible for any consequences, physical, legal or other, arising from the use of this output.

## **11. FINANCIAL TERMS**

- 11.1 The financial terms applicable to this Agreement and the fees payable by the Client shall be as set forth in the Final Quotation and/or Statement of Work. If no fixed fee or specific price is provided for in a Final Quotation and/or Statement of Work, the Product and services requested shall be invoiced on a time and material basis at the then current rates. During Office Hours, the normal time and material rates apply. Hours performed after Office Hours and before 10 p.m. are charged with 50% surcharge, hours performed after 10 p.m. are charged with 100% surcharge. By agreement, assignments can be scheduled at the weekend, with a 50% surcharge on Saturdays and a 100% surcharge on Sundays and holidays.
- 11.2 The Company reserves the right to increase the fees on an annual basis with effect from each anniversary of the Effective Date in line with the percentage increase in the Agoria Digital Index (<https://tools.agoria.be/nl/Refertelonen-overzichtstabellen>). For such increase, the Company shall apply the formula  $p = P * [0,20 + 0,80 * (s/S)]$  whereby "p" are the revised fees; "P" are the original fees; "s" is the value of the Agoria Digital Index at the time of the revision; and "S" is the value of the Agoria Digital

Index at the Effective Date. Unless explicitly indicated otherwise, the Company shall have the right to send its invoices electronically to the Client. Electronic invoices are deemed to have been received by Client at the date of sending thereof by the Company.

- 11.3 Upon penalty of forfeiture, any claim by Client relating to an invoice shall be sent within seven (7) calendar days of the date on the invoice. Such claim must be notified to the Company in writing by e-mail stating the reason for the claim. If no claim is received within the specified period or if the claim only relates to a part of the invoice, the (undisputed part of the) invoice shall be deemed to have been accepted in full by Client.
- 11.4 Unless explicitly indicated otherwise, all prices are expressed and payable in EURO and exclusive of VAT. Client is responsible for payment of all general, state or local import, usage, value added, withholding or other taxes associated with the reselling or resale of the Product. Client shall promptly reimburse the Company for any such taxes or duties paid by the Company.
- 11.5 All amounts to be paid to the Company under this Agreement shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever, unless the same are required by law. In case of the latter, Client undertakes to pay the Company such additional amounts as are necessary in order that the net amounts received by the Company after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholdings.
- 11.6 Unless explicitly agreed otherwise in writing, payment must be made within thirty (30) calendar days after invoice date by bank transfer on the account of the Company as indicated on the invoice.
- 11.7 At any time during the Term of the Agreement, the Company shall have the right to modify the fees should this be required by the circumstances, e.g. in case of far-reaching adjustments to the Product required to comply with new legislation or pursuant to technical evolutions or in case of a price increase of Third Party Material.
- 11.8 If the Client fails to make a payment due to the Company by the due date, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the legal interest rate of the Belgian Act of 2 August 2002 concerning late payment interests in commercial transactions. In addition, the outstanding amount shall be additionally increased by liquidated damages of ten (10) % of the outstanding amount, with a minimum of 250 EUR, as a result of the (extra)judicial enforcement of the Client's payment obligation.

## **12. TERM AND TERMINATION**

- 12.1 Unless earlier terminated by either Party in accordance with the terms of this Agreement, this Agreement shall commence on the Effective Date and shall continue in full force and effect for the duration of the License Term. If no License Term commences, the Term shall continue in full force and effect for five (5) years from the Effective Date ("**Initial Term**"). Unless Parties agree otherwise in writing, upon expiry of the Initial Term, this Agreement shall automatically renew for successive one-year periods unless either Party gives the other Party written notice of its desire not to renew at least ninety (90) calendar days prior to the end of the then-current Term (each a "**Renewal Term**", and together with the Initial Term, the "**Term**").
- 12.2 A License Term shall commence on the date specified in the Statement of Work for the duration of the License Term specified in the Statement of Work. If nothing is provided for in the Statement of Work, the License Term shall commence first day the Product is made available to the Client after completion of implementation as described in the Statement of Work and continue in full force and effect for five (5) years ("**Initial License Term**") with automatic renewal of one (1) year periods unless either Party gives

the other Party written notice by registered mail of its desire not to renew at least ninety (90) calendar days prior to the end of the then-current License Term (each a **"Renewal License Term"**, and together with the Initial License Term, the **"License Term"**).

12.3 Either Party may terminate this Agreement with immediate effect by written notice to the other Party, without court intervention, and without any damages being due, if:

- the other Party is declared insolvent or bankrupt by a final court decision (without leaving a successor in place);
- a petition is filed in any court and not dismissed in ninety (90) calendar days to declare such other Party bankrupt or for a reorganization under bankruptcy laws or any similar statute; or
- the other Party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) calendar days from receipt of a written default notice from the other Party.

12.4 The Company may terminate this Agreement with immediate effect, without prior default notice or court intervention, and without any damages being due, by written notice to the Client:

- in the event Client's financial position deteriorates to such an extent that, in the reasonable opinion of the Company, the capability of Client to fulfill its obligations hereunder has been placed in jeopardy or if Client suffers a material adverse change in its financial position or trading reputation; or
- in the event there is a change of Control of the Client.

12.5 Upon expiration or termination of this Agreement:

- the payment obligations of Client under this Agreement shall survive termination of this Agreement and all outstanding invoices shall remain or become due and immediately payable;
- Client shall return to the Company all products, programs, written information and reports, including any copies thereof, pertaining to the Product or the Documentation whether in its possession or under its control, and Client shall certify in writing to the Company that it no longer has in its possession or under its control any of the aforementioned materials; and
- Client's rights and licenses with respect to the Product and Documentation or as otherwise provided for under this Agreement, including the License Term, shall automatically terminate.

### **13. INTELLECTUAL PROPERTY**

13.1 The Company (or its licensors) exclusively owns and retains all rights, title, interest in and to, and ownership of all Intellectual Property Rights vested in the Product, Documentation (including any copies and portions thereof) and where applicable any results following the provision of services, whether in machine readable or printed form, including, without limitation, (i) all software (source and object code), information, reports, documents and materials which are related to the services, Product and Documentation, (ii) all modifications to, and derivative works, compilations or collective works of, the Product and Documentation; and (iii) all related technical know-how and all rights (including Intellectual Property Rights) therein. The Client agrees to be bound by and observe the proprietary nature of the Product and Documentation.

13.2 The Company owns and shall own all rights, titles, Intellectual Property Rights and interests in and to any modifications and derivative works of any of the foregoing materials, (irrespective of whether such modifications have been developed by or on behalf of the Company or the Client (notwithstanding any prohibition thereto)). The Client hereby assigns to the Company, any and all Intellectual Property Rights and other property rights in and to any such modifications and derivative works made by or on behalf of the Client (including its personnel or anyone else acting under its responsibility).

## **14. CONFIDENTIALITY**

- 14.1 Both Parties agree to treat all Confidential Information obtained in the course of the performance of this Agreement as confidential for the Term of this Agreement and for five (5) years thereafter. The receiving Party shall not, without the prior written consent of the disclosing Party, disclose such information to any third party, other than its employees, advisors, agents or consultants where such disclosure is necessary for the performance of this Agreement and provided that they are bound by confidentiality obligations at least as strict as those provided herein. Confidential Information disclosed in the context of the Agreement shall not be used by the receiving Party thereof for any purpose other than as required for the performance of its obligations under the Agreement or as otherwise allowed under this clause.
- 14.2 Each Party retains all rights and titles, including any intellectual and industrial rights, in and to the Confidential Information and except for the restricted rights set forth in this Agreement, no Party is granted any usage rights in the Confidential Information by virtue of this Agreement.
- 14.3 The provisions of this clause shall not apply to any Confidential Information which (i) is published or comes into the public domain other than by a breach of the Agreement; (ii) can be proven to have been known by the receiving Party before disclosure by the disclosing Party; (iii) is lawfully obtained from a third party that is not bound by a duty of confidentiality; or (iv) can be shown to have been created by the receiving Party independently of the disclosure and other than as part of the project.
- 14.4 If and to the extent required in accordance with a judicial or other governmental order and/or to protect or enforce its rights (under this Agreement or towards a third party), the receiving Party may disclose Confidential Information, provided that the receiving Party (i) gives the disclosing Party reasonable written notice prior to seek a protective order or equivalent where relevant, unless the receiving Party is legally prohibited from doing so; (ii) reasonably cooperates with the disclosing Party in its reasonable efforts to obtain a protective order or other appropriate remedy where applicable; (iii) discloses only that portion of the Confidential Information that it is required to disclose; and (iv) uses reasonable efforts to obtain reliable written assurances from the third party recipient (such as a judicial or governmental entity) that it will treat the Confidential Information confidential.
- 14.5 Each breach of this clause shall entitle the disclosing Party to lump-sum damages of 5.000 EUR per breach, without the need for the disclosing Party to prove actual damage or the need for the disclosing Party to obtain a court order and without prejudice to any right of the disclosing Party (i) to enforce the compliance with this clause (through court proceedings); and (ii) to recover actual damages in excess of the aforementioned lump sum amount, where applicable. Parties agree that this clause, including the aforementioned lump-sum damage is reasonable given the importance of this clause for the disclosing Party to safeguard its interests. In case a part of this clause would be interpreted as too broad it will be reduced to the maximum allowed under the applicable law and closest to what Parties initially intended.

## **15. LIMITATION OF LIABILITY**

- 15.1 References to liability in this clause include every kind of liability arising under or in connection with the Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 15.2 Nothing in this Agreement excludes or limits any liability which cannot legally be excluded or limited, including liability for (a) death or personal injury caused by fault; (b) fraud or fraudulent misrepresentation; or (c) deliberate default.
- 15.3 To the maximum extent permitted under applicable law, the Company shall not be liable for any indirect, special, incidental, consequential, punitive, or other damages, including but not limited to loss of revenue,

(business) opportunity, profit, contracts or goodwill, loss or impairment of (personal) data, reputational or other commercial damage.

- 15.4 To the maximum extent permitted by applicable law and without prejudice to the generality of the foregoing, in all cases, the Company's liability shall be excluded if the Client or any user to which the Client has provided the Product, uses the Product (i) in an improper manner, (ii) in a manner inconsistent with the Agreement (including the Documentation) or (iii) has otherwise deviated from the user and safety instructions delivered with the Product or otherwise made available to Client.
- 15.5 To the maximum extent permitted under applicable law, the Company's total liability to the Client arising under or in connection with this Agreement shall be limited to the value of the (pro rata) license fees of the relevant Product and/or Implementation services (if any) to which the liability claim relates during the six (6) month period preceding such a liability claim. The Client hereby releases the Company from all liability above and beyond the aforesaid limitation of liability.
- 15.6 Client agrees to indemnify, hold harmless and, at the Company's first request, defend the Company from and against any and all third party claims, liabilities, losses, damages, expenses and costs arising out of, in connection with or relating to the unauthorized use or marketing of the Product by Client under this Agreement.
- 15.7 To the maximum extent permitted under applicable law and unless as otherwise provided for under the Agreement, the Client agrees, and accepts, not to hold the employees, directors, contractors, representatives, consultants, service providers, or any other auxiliary persons of the Company personally liable for or in connection with the Agreement. Any (liability) claim (including any extracontractual liability claim) for or in connection with the Agreement shall be brought by the Client solely against the Company. This is a third-party clause for the benefit of, and which can be invoked by, the Company's employees, directors, contractors, representatives, consultants, service providers or any other auxiliary persons directly against the Client or any other third party.

## 16. DATA PROTECTION

- 16.1 Each Party shall comply with its obligations under the applicable data protection legislation when processing personal data.
- 16.2 With regard to any personal data processed in the context of the provision of the Product and services the Company shall act as the Client's processor in accordance with the data processing agreement included in Schedule B (Data Processing Agreement).
- 16.3 For the processing of personal data by the Company in its role of controller of the Client's representatives or personnel, the Company refers to its [www.effect.be/privacy](http://www.effect.be/privacy).

## 17. MISCELLANEOUS

- 17.1 **Force majeure.** Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement (except for the payment of any sums due hereunder) resulting from a Force Majeure Event. If the period of failure or delay continues for ninety (90) calendar days, either Party may terminate the Agreement by giving thirty (30) calendar days' written notice to the other Party.
- 17.2 **Governing law and jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Belgium, excluding any conflict of laws principles. Any dispute, controversy, interpretation issue or claim arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Ghent, section Ghent, provided that in the event of a dispute arising hereunder, the Parties shall first attempt to amicably and in good faith settle such dispute.

- 17.3 **Entire agreement and amendments.** This Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written. This Agreement may not be modified except in writing and signed by a duly authorized representative of each of the Parties.
- 17.4 **Hierarchy.** Unless as otherwise provided for in this Service Agreement, in the event of any discrepancy or interpretation issues, the following order of precedence shall be applied: (1) Statement of Work, (2) Schedules, (3) Documentation, (4) Service Agreement, (5) any other information, documentation, guidelines or instructions provided by the Company.
- 17.5 **Independent contractors.** It is expressly agreed that the Company and Client are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either Party to act for the other Party in any commercial agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.
- 17.6 **Non-solicitation.** During the Term, and during a period of one (1) year thereafter, the Client shall not, either directly or indirectly (e.g, through a company linked to the Client) without the explicit written approval of the Company, solicit employees or consultants which are or were involved in the provision of the services related to the Products, in view of concluding an employment agreement or an agreement for the provision of services. Should the Client be in breach of this condition, the Client agrees to indemnify the Company by (i) paying a fixed amount, equal to the total gross remuneration earned by the employee, increased with the social security charges paid by the employer during the twelve (12) months prior to his or her departure; or (ii) a fixed amount, equal to the total remuneration invoiced by the consultant during the twelve (12) months prior to his or her departure.
- 17.7 **Assignment and other dealings.** The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement. The Client may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Company.
- 17.8 **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement. The Parties shall use best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.
- 17.9 **Waiver.** A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law shall prevent a further exercise of the right or remedy or the exercise of another right or remedy.
- 17.10 **Expenses.** Unless otherwise agreed in writing, each Party is responsible for its own costs and expenses of carrying out its obligations under this Agreement.
- 17.11 **Notices.** Unless explicitly indicated otherwise, any notice required to be served by this Agreement shall be given in writing and in first instance by electronic mail. Electronic notices shall only be valid (i) if sent to christoph.hillegeer@effect.be if addressed to the Company and (ii) if sent to the SPOC if addressed to Client and provided that explicit confirmation of receipt was given by the receiving Party by e-mail.

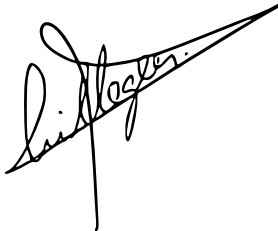
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**Company**

Amplifai BV, duly represented by Mr.  
Christoph Hillegeer, director

**Client**

[X]



Signature

Signature

Date      17/09/2025

Date

|            |                           |
|------------|---------------------------|
| Schedule A | Service Level Agreement   |
| Schedule B | Data Processing Agreement |

## **Schedule A – Service Level Agreement (SLA)**

If and to the extent applicable, the Company shall, provide the Support services in accordance with the terms set out in this Schedule A.

### **1. Support**

- 1.1** During the Term of the Agreement, the Company shall use its best efforts to handle Incidents reported by a SPOC of the Client in accordance with the response times and intervention times described below. Response times and intervention times are estimates only and always constitute a best efforts obligation.
- 1.2** If the Client encounters an Incident, the SPOC will initially review and assess the Incident. If such assessment shows that the Incident is qualified as an Incident that falls within scope of this SLA in accordance with clause 6.5, the SPOC may notify the Company of such Incident by using the communication channel(s) as set forth below. The SPOC must provide a clear description of the Incident and provide all necessary information to enable the Company to reproduce the reported incident. The Company is only obligated to provide the Support services if the incident notification contains all required information.

### **2. Support channels**

- 2.1** The SPOC can notify the Company of a Support request during Office Hours via the following Support channels:
- a) By sending an email to: [service.desk@effect.be](mailto:service.desk@effect.be);
  - b) By telephone: 32 9 210 41 81; and
  - c) By using such other communication channel(s) as notified by the Company to the Client from time to time.
- 2.2** Support is provided in the following languages: English and Dutch. The SPOC may be requested to share screens to resolve critical issues.
- 2.3** The helpdesk is available during Office Hours.
- 2.4** When reporting an Incident, the SPOC must indicate the priority level. If, in the opinion of the Company, the indicated priority level is incorrect, the Company has the right to change the priority level (in accordance with the service level descriptions) and will notify the Client thereof.

### **3. Out of Scope Incidents**

- 3.1** The Client acknowledges that support for Out of Scope Incidents is not included in the Support services. The Company shall, in good faith and in its sole discretion, determine whether or not an Incident constitutes an Out of Scope Incident.
- 3.2** The Client may request the Company to provide Support services in relation to Out of Scope Incidents and the Company may decide – in its sole discretion – to provide, in good faith, without any binding commitment whatsoever, to provide such Support services at additional fees in accordance with clause 11. In such case, in principle the response and intervention times specified in this Schedule A shall not apply, unless Parties explicitly agree otherwise in writing.
- 3.3** Support services provided related to Out of Scope Incidents shall be charged on a time and material basis in accordance with the Company's then-current rate card, which shall be provided upon the Client's request and shall be charged on the basis of the hours effectively performed. Such services shall be charged monthly in arrears.

#### 4. Service levels

- 4.1** The response and intervention times specified below shall apply during Office Hours, unless expressly stated otherwise.
- 4.2** The response time is measured from the time an Incident is reported by the SPOC until the Company has acknowledged receipt thereof (verbally, electronically or written). Priority level 1 Incidents must be reported by telephone. As long as the SPOC does not report a priority level 1 Incident by phone, the response and intervention times do not start, even if such event is already reported via e-mail.
- 4.3** The intervention time is measured from the time an acknowledgement of receipt for a reported Incident is received until a workaround is provided that allows the Client to access at least the basic functionalities of the Product. If, as a result of the temporary solution, the Incident gets a priority level 3 instead of priority level 2, then the intervention time connected to priority level 3 applies (etc.).

| Priority | Category | Description                                                                                                                                                                                                                                                                                                     | Target response time  | Target intervention time                    |
|----------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------------|
| 1        | Critical | A malfunction that makes it impossible for the Product to be used or means that it can be used only subject to serious restrictions.<br><br>Product or core functionalities unavailable for >25% of users or any event affecting data confidentiality, integrity, or availability.                              | Four (4) Office Hours | Workaround within twenty-four Office Hours. |
| 2        | High     | A malfunction in (a part of) the Product with major functionality impacted or significant performance degradation. Issue is persistent, there is significant performance degradation or limited functionality impacting >10% of users.                                                                          | Four (8) Office Hours | Workaround within four (4) business days.   |
| 3        | Low      | Issues that do not impact use of the Product in any important way and with limited impact on the Client's business processes.<br><br>A malfunction in (a part of the) Product with minor functionality impacted, minor performance degradation, isolated functionality issues without business-critical impact. | One (1) business day  | Workaround within eight (8) business days.  |

## **Schedule B – Data Processing Agreement**

### **1. About this Data Processing Agreement**

- 1.1. This Data Processing Agreement (the **"DPA"**) is concluded between the Company and the Client pursuant to and subject to the Agreement.
- 1.2. This DPA forms an integral part of the Agreement between the Parties and shall be governed by the provisions thereof. In the performance of the Agreement, the Company will receive and process the Client's Personal Data (including the Client's personnel's Personal Data) for the benefit and on behalf of the Client in accordance with the instructions and purpose defined by the Client.
- 1.3. This DPA sets out the terms and conditions pursuant to which the Company Processes the Client's Personal Data as a Processor in the framework of the Agreement. Parties acknowledge that specific legislation applies to the Processing of Personal Data in relation to the Agreement. Such legislation includes, among others, the GDPR (including implementing laws, if applicable) and the Belgian Privacy Act.
- 1.4. This DPA supersedes and replaces all previous agreements made in respect of Processing Personal Data and data protection.

### **2. Definitions and interpretation**

- 2.1. Capitalized terms used in this DPA shall have the meaning as set out in this section. Terms also defined in the GDPR or any other applicable legislation shall be interpreted in accordance with the meaning given to them in the GDPR or such applicable legislation. Capitalized terms not defined in this DPA shall have the meaning given to them in the Agreement.

**"Belgian Privacy Act"** means the Law of 30 July 2018 regarding the protection of natural persons in relation to the processing of personal data.

**"Business Purposes"** means the performance of the Agreement and/or any other purpose specifically identified in the Data Processing Details in Annex 1.

**"Data Processing Details"** means Annex 1 to this DPA including information such as the purpose, object and nature of Processing and the kind of Personal Data being processed, also including the instructions given by the Client.

**"Data Protection Legislation"** means the Belgian and European data protection laws including the GDPR (and any applicable implementation legislation under Belgian law).

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**Controller, Data Protection Impact Assessment, Data Subject, Personal Data, Personal Data Breach, process(ing) and (Sub-)Processor** shall have the same meaning as in the GDPR.

- 2.2. In the case of conflict or ambiguity between:
  - a) any provision contained in the body of this DPA and any provision contained in the Data Processing Details, the provision in the Data Processing Details will prevail; and
  - b) any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA will prevail.

### **3. Personal Data types and processing purposes**

- 3.1. The Client remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions

it gives to the Company. The Client shall inform the Company of any additional national and/or sector-specific mandatory legislation that applies to the processing by the Company as a result of the processing by the Client.

- 3.2. The Data Processing Details shall describe the nature and purpose of processing, the retention term(s) and the Personal Data categories and Data Subject types in respect of which the Company may process to fulfil the Business Purposes.

#### **4. Company's obligations**

- 4.1. The Company will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes and in accordance with the Client's written instructions (including any additional purposes set forth in the Data Processing Details). The Company will not process the Personal Data for any other purpose. The Company must promptly notify the Client if, in its opinion, the Client's instruction would not comply with the Data Protection Legislation. In said event, the Company shall have the possibility to (i) suspend the implementation of the instruction in question until the Client confirms, modifies or withdraws its instruction, or (ii) to terminate, without damages or compensation being due, the Agreement, if, after consultation, the Client persists in the breach or the unlawful instruction.
- 4.2. The Company will reasonably and to the best of its abilities assist the Client with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of the Company's processing and the information available to the Company, including in relation to Data Subject rights, Data Protection Impact Assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.
- 4.3. The Client shall reimburse the Company in accordance with clause 12 of this DPA for services rendered in connection with this clause, unless this assistance is the result of a proven non-compliance by the Company with this DPA or the Data Protection Legislation.

#### **5. Company's representatives**

- 5.1. The Company will ensure that all representatives:
  - a) are informed of the confidential nature of the Personal Data and are bound by appropriate confidentiality obligations (statutory or conventional) and use restrictions in respect of the Personal Data; and
  - b) are aware of the Company's duties and their personal duties and obligations under the Data Protection Legislation and this DPA.
- 5.2. The Company will maintain the confidentiality of all Personal Data in accordance with the Confidentiality clause under the Agreement.

#### **6. Security**

- 6.1. The Company must implement appropriate technical and organisational measures against unauthorized or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data, as further described in Annex 2. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the Data Subjects.
- 6.2. The Client shall provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing complies with the requirements set out in the GDPR and so that the protection of the rights of Data Subjects is ensured. In particular, the Client shall only make Personal Data available to the Company for processing if it has verified that the appropriate security measures are in place.

#### **7. Personal Data Breach**

- 7.1. The Company will as soon as reasonably possible notify the Client after it becomes aware of a Personal Data Breach.

7.2. Where the Company becomes aware of a Personal Data Breach, it shall, without undue delay, also provide the Client with the following information, to the extent available to the Company:

- a) description of the nature thereof, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
- b) the details of a contact point where more information concerning the Personal Data Breach can be obtained;
- c) the likely consequences;
- d) the (alleged) cause, the date on which the Personal Data Breach occurred (if no exact date is known: the period within which the Personal Data Breach occurred), the date and time on which the breach became known to the Company or to a Sub-Processor engaged by it; and
- e) a description of the measures taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

Where and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

7.3. Immediately following a Personal Data Breach, the Parties will coordinate with each other to investigate the matter. The Company will reasonably and to the best of its abilities co-operate with the Client in the Client's handling of the matter, including:

- a) assisting with any investigation; and
- b) taking reasonable and prompt steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach.

The Client however acknowledges that such an investigation may take time and that not all information may be available promptly after the occurrence of a Personal Data Breach.

7.4. The Company will not inform any third party of any Personal Data Breach without first obtaining the Client's prior written consent, except when required to do so by law. It is and remains the responsibility of the Client to report (if applicable) a Personal Data Breach to the supervisory authority or the Data Subject.

7.5. The Client shall reimburse the Company in accordance with clause 12 of this DPA for services rendered in connection with this clause 7 all reasonable expenses associated with the Company's performance under this clause 7 unless the matter arose from the Company's negligence, wilful misconduct or breach of this DPA.

## **8. Cross-border transfers of Personal Data**

8.1. The Client acknowledges and agrees that the Company (or any Sub-Processor) shall transfer or otherwise process Personal Data outside the European Economic Area (EEA).

8.2. In the event the Company engages a Sub-Processor for carrying out specific processing activities (on behalf of the Client) which involve a transfer of Personal Data within the meaning of Chapter V of the GDPR, the Company and the Sub-Processor shall ensure compliance with Chapter V of the GDPR e.g. by using standard contractual clauses adopted by the European Commission in accordance with clause 46(2) of the GDPR or other instruments approved by the European Commission that ensure that the transfer of Personal Data to a country outside the EEA complies with appropriate safeguards as required by the GDPR.

## **9. Sub-Processor**

9.1. The Company is entitled to engage a third party to process the Personal Data ("**Sub-Processor**"). The Company shall enter into a written agreement with the Sub-Processor that contains terms substantially the same as those set out in this DPA, in particular, in relation to requiring appropriate technical and organisational data security measures

The Company shall inform the Client of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving the Client the opportunity to object to such changes. The Client shall only object to such appointment in writing and on reasonable and evidenced grounds.

- 9.2. Subject to clause 15.1, the Company shall remain fully liable to the Client for any failure by a Sub-Processor to fulfil its obligations as set forth in this DPA.

## **10. Complaints, Data Subject requests and third-party rights**

- 10.1. The Company must take such technical and organisational measures to promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:
- a) the rights of Data Subjects under the Data Protection Legislation, including access right, the right to rectify and erase personal data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and
  - b) information or assessment notices served on the Client by any supervisory authority under the Data Protection Legislation.
- 10.2. The Company shall notify the Client without undue delay if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
- 10.3. The Company will reasonably and to the best of its abilities cooperate with, and assist, the Client in responding to any complaint, notice, communication or Data Subject request.
- 10.4. For the avoidance of doubt, it is and remains the responsibility of the Client to respond to and answer Data Subject or third party requests. The Company shall not respond to such request itself, unless expressly authorized in writing to do so by the Client.
- 10.5. The Client shall reimburse the Company for all services rendered under this clause in accordance with clause 12 of this DPA.

## **11. Term and termination**

- 11.1. This DPA will remain in full force and effect so long as:
- a) the Agreement remains in effect; or
  - b) the Company retains any Personal Data related to the Agreement in its possession ("**Term**").
- 11.2. Any provision of this DPA that expressly or by implication should come or continue into force on or after termination of the Agreement (including, but not limited to, clause 15.1) will remain in full force and effect.

## **12. Costs**

- 12.1. The services performed under this DPA for which the Company may charge the Client will be charged on the basis of the amount of hours worked and the Company's then standard hourly rates. Upon request, the Company shall inform the Client of its standard rates. These amounts shall be payable in accordance with the payment modalities set forth in the Agreement.
- 12.2. All payments by the Client to the Company shall be executed in accordance with the terms of the Agreement.

## **13. Data return and destruction**

- 13.1. On termination of the Agreement for any reason or expiry of its Term, the Company will securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any Personal Data in its possession pursuant to the Agreement or this DPA, except to the extent the Company must retain such Personal Data for a longer term pursuant to applicable law (e.g. accountancy and tax obligations)

## **14. Audit**

- 14.1. The Company shall make available to the Client all information necessary to demonstrate compliance with the obligations under this DPA and the Data Protection Legislation and allow the Client and its authorized auditors to perform audits regarding the compliance by the Company with its obligations under this DPA and the Data Protection Legislation. The Company shall assist the Client to the best of its abilities and to the extent commercially reasonable in the execution of such audits.
- 14.2. Any such audit may not take place more than once every contract year, shall be at the sole expense of the Client and shall be subject to the Client providing the Company with at least thirty (30) calendar days prior written notice of its intention to perform an audit. The audit shall take place during the normal business hours and shall not unreasonably interfere with the Company's business activities. The Company's confidentiality obligations towards third parties must be taken into account when conducting such an audit. Both the Client and its auditors shall keep the information disclosed in the context of an audit confidential and shall only use it for the purpose of verifying the Company's compliance with this DPA. The Company shall have the right to require the Client and any third-party auditor to enter into a non-disclosure agreement prior to performing the audit.
- 14.3. The findings of the audit will be assessed by the Parties in mutual consultation and will (if necessary) lead to the implementation of adjustments by one of the Parties or by both Parties jointly, as far as this is reasonable in the context of the performance of the Agreement. The relevant Party shall have the possibility to (i) suspend the implementation of the instruction in question until the other Party confirms, modifies or withdraws its instruction, or (ii) to terminate the Agreement or cooperation, if, after consultation, the Party persists in the breach or the unlawful instruction.
- 14.4. The Company shall be entitled to full compensation for the assistance mentioned in this clause 14, unless this assistance is the result of a proven non-compliance by the Company with this DPA or the Data Protection Legislation.

## **15. Liability**

- 15.1. To the maximum extent permitted under applicable law, any limitations and/or exclusions of liability in the Agreement are applicable to this DPA. The Company shall only be liable under these provisions if it has (i) failed to comply with its specific obligations under the GDPR, or (ii) acted outside or in breach of the Client's lawful instructions.

## **ANNEXES:**

- Annex 1: Data processing details
- Annex 2: Technical and organisational measures

## Annex 1 Data processing details

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purposes and specific instructions regarding the processing</b> | <input checked="" type="checkbox"/> Performance of the Agreement (delivery of the Products)<br><input checked="" type="checkbox"/> Other (please specify): compliance by the Company to its legal obligations and, as the case may be, to its contractual obligations towards FOD BOSA as Peppol certified service provider                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Nature of the processing</b>                                    | <input checked="" type="checkbox"/> collection<br><input checked="" type="checkbox"/> recording<br><input checked="" type="checkbox"/> organization<br><input checked="" type="checkbox"/> structuring<br><input checked="" type="checkbox"/> storage<br><input checked="" type="checkbox"/> adaptation or alteration<br><input checked="" type="checkbox"/> retrieval<br><input type="checkbox"/> use<br><input checked="" type="checkbox"/> consultation<br><input checked="" type="checkbox"/> disclosure by transmission, dissemination or otherwise making available<br><input type="checkbox"/> alignment or combination<br><input type="checkbox"/> restriction, erasure or destruction of data (whether or not by automated means)<br><input type="checkbox"/> other (please specify): _____                                 |
| <b>Categories of Data Subjects</b>                                 | <input checked="" type="checkbox"/> (Potential/ex-) customers of Client<br><input type="checkbox"/> Applicants, (ex-) employees or interns<br><input checked="" type="checkbox"/> (Potential)/(ex) self-employed consultants of Client<br><input checked="" type="checkbox"/> Users of the Products provided for under the Agreement<br><input checked="" type="checkbox"/> (Potential/ex-) suppliers of Client<br><input checked="" type="checkbox"/> (Potential/ex-) business partners of Client<br><input type="checkbox"/> Minors (below the age of 16)<br><input type="checkbox"/> Other (please specify): _____                                                                                                                                                                                                                |
| <b>Categories of Personal Data</b>                                 | <input checked="" type="checkbox"/> Personal identification data ( <i>name, address, telephone number, etc.</i> )<br><input type="checkbox"/> Electronic identification data ( <i>IP address, MAC address, cookies, etc.</i> )<br><input checked="" type="checkbox"/> Financial data ( <i>bank account numbers, insurance, salary, etc.</i> )<br><input type="checkbox"/> Personal characteristic ( <i>age, gender, date of birth, place of birth, citizenship, visas, etc.</i> )<br><input type="checkbox"/> Psychological data ( <i>opinions about personality, etc.</i> )<br><input type="checkbox"/> Family ( <i>marital status, cohabitation, name of spouse, children, parents, etc.</i> )<br><input type="checkbox"/> Memberships ( <i>professional and non-professional memberships, clubs, groups, associations, etc.</i> ) |

|                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                          |
|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
|                                                                                      | <input type="checkbox"/> Financial and insurance products ( <i>loans, mortgages, etc.</i> )<br><input type="checkbox"/> Location data ( <i>GPS, mobile phone or other tracking mechanisms, etc.</i> )<br><input type="checkbox"/> Education ( <i>curriculum, qualifications, professional experience, publications, etc.</i> )<br><input type="checkbox"/> Housing characteristics ( <i>address, type of home, residence time, etc.</i> )<br><input type="checkbox"/> Health related data ( <i>physical health, mental health, genetic data, treatments, prescriptions, etc.</i> )<br><input checked="" type="checkbox"/> Profession and job ( <i>current job, work description, job application data, career, salary, data concerning IT equipment, passwords and codes, etc.</i> )<br><input type="checkbox"/> Lifestyle and (consumption) habits<br><input type="checkbox"/> Usernames, passwords and any other log-in data<br><input type="checkbox"/> Pictures or videos<br><input type="checkbox"/> Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade-union membership<br><input type="checkbox"/> Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or sex life or sexual orientation<br><input type="checkbox"/> Judicial data ( <i>data concerning convictions and offences, suspicions, indictments and administrative sanctions, etc.</i> )<br><input checked="" type="checkbox"/> all other categories of personal data uploaded in or generated by the usage of Company's Products by the Client or its users<br><input type="checkbox"/> Other (please specify): _____ |                                                                          |
| <b>Retention period</b>                                                              | <input checked="" type="checkbox"/> During the term of the Agreement<br><input type="checkbox"/> For as long as the Client makes Personal Data available to the Company in the context of the Agreement<br><input checked="" type="checkbox"/> Specific retention periods, please specify: See Statement of Work for specific retention periods; specific retention periods in the context of Peppol (API)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                          |
| <b>Contact information for the person responsible for data protection compliance</b> | Contact details Client                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | [FULL NAME]<br>[TITLE]<br>[E-MAIL]<br>[PHONE NUMBER]<br>or SPOC          |
|                                                                                      | Contact details Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Vincent Van Neer<br>CTO<br>Vincent.vanneer@effect.be<br>+32 471 78 25 11 |
| <b>List of Sub-Processors</b>                                                        | The Client has authorized the use of the following Sub-Processors:<br><input checked="" type="checkbox"/> hosting providers (including without limitation cloud and storage providers)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                          |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | <input checked="" type="checkbox"/> email and other communication and customer service providers<br><input checked="" type="checkbox"/> IT service providers (including AI system providers)<br><input checked="" type="checkbox"/> independent service providers, consultants and freelancers, generally engaged in the Company's day-to-day activities<br><input checked="" type="checkbox"/> professional advisors (including without limitation lawyers, bankers, auditors, and insurers)<br><input checked="" type="checkbox"/> affiliated entities<br><input checked="" type="checkbox"/> specific Sub-Processors, please specify: Third Party Material providers |
| <b>Transfer(s) of Personal Data</b> | Category recipients of personal data outside the EEA:<br><input type="checkbox"/> not applicable<br><input type="checkbox"/> customer on whose behalf the Company will provide services, who is located outside the EEA<br><input checked="" type="checkbox"/> authorized Sub-Processors of the Company; who are located outside the EEA<br><input type="checkbox"/> other, please specify: _____<br>Purpose(s) for transfer of personal data outside the EEA<br><input checked="" type="checkbox"/> the purposes as defined in this point 1 of the Data Processing Details                                                                                             |

## Annex 2      Technical and organisational measures

The Company takes the following technical and organisational measures:

Measures for ensuring ongoing confidentiality, integrity, and availability of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Measures for user identification and authorization

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for internal IT and IT security governance and management

Measures for ensuring accountability

The Company is committed to ensuring that Personal Data is protected at all levels - technical, physical, and organisational. The Company's organisational measures and security practices are continuously reviewed and updated to address evolving threats and maintain a high level of data security and privacy. Despite the above described measures, the Parties hereby acknowledge that there are always risks associated with sending personal data over the internet and that the security and protection of Personal Data can never be fully guaranteed, nor can it be guaranteed that unauthorized third parties will never be able to defeat those measures or use the Personal Data processed by Company for improper purposes.

Company's Sub-Processors implement *mutatis mutandis* (and to the maximum extent applicable for the scope of their services and obligations) the technical and organisational measures as defined in this Annex 2, or such other measures resulting in an equivalent or higher level of protection of Personal Data as deemed useful or necessary by such Sub-Processors. Upon request from the Client, Company can request its Sub-Processors to provide the latest version of the implemented technical and organisational measures by said Sub-Processor.