

GENERAL TERMS AND CONDITIONS OF USE OF THE TIPI.BE PLATFORM

Tipi.be is a private limited liability company, with its registered office at 82 rue du Menuisier, 1200 Woluwe-Saint-Lambert, and registered with the Belgian Crossroads Bank for Enterprises under number 0627.896.440.

These General Terms and Conditions apply to the provision by Tipi.be of a customer relationship management platform (Customer Relationship Management or CRM), provided in the form of a web application, or Software as a Service ("SaaS"), to the Client.

1 Definitions

Terms beginning with a capital letter in these General Terms and Conditions, whether used in the singular or plural, shall have the meaning given to them below.

Defined term	Meaning
Affiliate	A "related company", a "person related to a person" or an "associated company" within the meaning of Articles 1:20 and 1:21 of the Belgian Code of Companies and Associations.
Order Form	The document signed by the Parties determining the content and terms of the Services ordered by the Client.
Client	The association subscribing to one or more licences for the Platform.
General Terms and Conditions / Terms	These General Terms and Conditions, which form an integral part of the Agreement, including its annexes, as amended from time to time.
Contact	Any person who interacts with the Client (including its members, beneficiaries, suppliers, etc.) through the Platform and whose data are processed by the Client.
Agreement	The agreement between Tipi.be and the Client relating to any Service, consisting of these General Terms and Conditions, any specific terms set out in an Order Form, and their annexes.
Documentation	The technical documents describing Tipi.be's infrastructure which are provided to the Client for the purpose of using the Service, in the form of a document available online and updated as the Service evolves.
Intellectual Property Rights	All intellectual property rights protecting the Platform and the Services offered by Tipi.be, including in particular copyright, sui generis database producer rights, trademark rights, rights in trade names and trade secrets, whether registered or unregistered.
Business Hours	Between 09:00 and 18:00 (Brussels time) on Business Days.
Business Day	Any day of the week other than Saturdays, Sundays and public holidays in Belgium.
Licence	The licences granted by Tipi.be to the Client pursuant to Articles 3 and 4 for the use of the Platform, the Service and the Results.
Platform	Tipi.be's proprietary cloud-hosted CRM platform, to which the Client and Users have access under the Agreement.
Result	Any file, document or data generated through the Platform and/or stored on it as a result of use of the Service.
Service	The Services, including the Platform and the Documentation, to which the Client has access under the Agreement.
User	A person under the Client's responsibility (representative, employee, external consultant, etc.) who has access to the Platform (login and password) under the user licence contracted by the Client.

2 Scope of the Agreement

2.1 These General Terms and Conditions are intended to define the terms and conditions applicable to the Services ordered by the Client. In this respect, Tipi.be grants the Client, which accepts, a right of end use of the Platform, as regularly updated and supplemented with new features in its standard version.

2.2 If the Client wishes to benefit from additional features, these shall be developed by Tipi.be under the terms to be agreed in a separate Order Form, in accordance with Article 4.9.

2.3 All rights not expressly granted to the Client by Tipi.be under these Terms are expressly reserved to Tipi.be.

2.4 In order to comply with regulatory or governmental provisions and/or ensure continuity of the Service, Tipi.be reserves the right, from time to time and at its discretion, to modify the conditions of access to the Platform. Such modifications shall be deemed accepted by the Client provided that Tipi.be notifies the Client in accordance with Article 21 of these General Terms and Conditions. The Client's continued use of the Service after such notification shall constitute acceptance of the modification by the Client.

2.5 Tipi.be may at any time amend or supplement the non-essential provisions of these General Terms and Conditions. The Client shall be informed within a reasonable period. The amendments shall be deemed accepted upon expiry of a period of thirty (30) days following their notification, unless the Client objects in writing.

3 Licence

3.1 Tipi.be grants the Client a personal, non-exclusive and non-transferable right to use the Platform for the entire term of the Agreement.

3.2 The Licence is granted for the sole and exclusive purpose of enabling the Client to use the Services for the needs of its non-profit activities, to the exclusion of any other purpose.

3.3 The right of use means the right to use the Platform in accordance with its intended purpose, under a SaaS model via a connection to an electronic communications network. Under no circumstances may the Client make the Platform available to a third party, and any other use is strictly prohibited, including, without limitation, any adaptation, modification, arrangement, distribution or decompilation.

3.4 As the Licence is personal, the Client may only authorise access to the Platform by its Users, and solely in the context of the Client's non-profit activities. The Client undertakes and warrants that every authorised User shall use the Platform only in accordance with these General Terms and Conditions and with all applicable laws and regulations.

3.5 As the Licence is non-exclusive, Tipi.be remains free to enter into similar agreements with third parties and to continue, at its discretion, the use and development of the Service and the Platform.

3.6 The Licence is granted to the Client, to the exclusion of its Affiliates, which must, where applicable, obtain a separate licence.

3.7 The Client and Users agree not to misuse the Platform. In particular, they shall refrain from committing, attempting to commit, or assisting a third party in committing any of the following acts:

- a. use or obtain unauthorised access to Tipi.be's network or equipment;
- b. allow other persons or entities to copy the Platform;
- c. provide unauthorised access to, or use, any credentials, software licence keys or passwords that Tipi.be may provide to the Client to activate or access the Platform;
- d. probe, scan or test the vulnerability of the Platform or any related system, account or network;
- e. engage in any fraudulent, offensive or unlawful activity of any kind;
- f. upload any content or engage in any pornographic, obscene, harassing, abusive, libellous or defamatory activity, or any activity that encourages, promotes or expresses racism, hatred or violence;
- g. engage in any activity that infringes intellectual property rights or privacy rights;
- h. transmit unsolicited commercial or bulk messages;
- i. intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items;
- j. restrict, interfere with or otherwise disrupt, or cause a degradation in the performance of, any Tipi.be facility or any facility of a Tipi.be provider used to provide the Services.

4 Obligations of Tipi.be

4.1 Throughout the term of the Agreement, subject to the conditions under which the Licence is provided, Tipi.be shall provide the Service to the Client in accordance with the Documentation. The Platform is made available to the Client via the Internet on a "Software as a Service" model.

4.2 Tipi.be provides the hosting, maintenance and security of the Platform and of the Client data processed on it, as specified in the Documentation.

4.3 Tipi.be shall use reasonable efforts, insofar as possible, to ensure Service availability of 99% (maintenance time being counted as downtime for this purpose).

However, notwithstanding the foregoing, the Client acknowledges that Tipi.be may interrupt the Service (in whole or in part) for maintenance work:

- Scheduled maintenance shall be carried out outside Business Days or, on Business Days, outside Business Hours;

- Unscheduled maintenance may be carried out at any time and without prior notice where justified by urgency; Tipi.be shall use its best efforts to notify the Client as soon as reasonably possible.

Tipi.be shall not be liable for any impact that an interruption under this Article may have on the Client's activities.

4.4 Tipi.be may make an additional CRM instance available to the Client in "sandbox" mode (development environment) by means of an amendment to the Agreement. The additional instance shall be billed per instance, monthly, as specified in the amendment.

4.5 Tipi.be shall back up the Client data processed on the Platform using a remote automatic backup system stored in Europe on AWS S3:

- hourly for the last 24 hours,
- daily for the last month,
- weekly for the last year.

4.6 Tipi.be implements a disaster recovery procedure applicable in the event of unavailability or total loss of the production server. In such event, Tipi.be shall use its best efforts to restore a new server promptly using the latest available backup.

4.7 Tipi.be undertakes to ensure compatibility of the Service with the following browsers: the two most recent major versions, provided that they are still supported by the relevant browser publisher: Firefox, Edge, Chrome and Safari.

4.8 In the event of non-conformity of the Service, the Client's sole remedy shall be correction of the defect or provision of an equivalent alternative by Tipi.be.

4.9 At the Client's request, Tipi.be may provide additional Services, such as initial configuration of the Platform and import of the Client's historical data. These additional Services shall be detailed in the Order Form or in an addendum thereto. Tipi.be's commitments regarding such additional Services, including their subject matter and price, shall be those set out in these General Terms and Conditions, as supplemented by the Order Form or its addendum.

5 Obligations of the Client

5.1 The Client undertakes to perform its obligations promptly and efficiently, to provide Tipi.be with all necessary cooperation and to give Tipi.be access to all information reasonably required for performance of the Agreement, and to maintain all consents and authorisations necessary for Tipi.be to perform its obligations under the Agreement. Failing this, Tipi.be reserves the right to adjust the timelines and commitments agreed with the Client where reasonably necessary.

5.2 The Client must ensure that its network, file and website transfer protocols, message structures and any other systems that may be used in connection with the Service comply with the specifications required by Tipi.be and set out in the Documentation.

As Tipi.be cannot be held liable for network line interruptions, it draws the Client's particular attention to the importance of choosing its telecommunications operator and to the advisability of putting in place a parallel line in the event of a network interruption.

5.3 The Client shall refrain, and shall ensure that its Users refrain, from:

- sending spam or other duplicated or unsolicited messages in violation of applicable laws, or facilitating any unlawful activity;
- sending or storing unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially discriminatory or ethnically offensive, threatening, libellous, sexually explicit or otherwise unlawful or tortious material, including material that is harmful to children or infringes third-party privacy rights;
- accessing, storing, distributing or transmitting material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- interfering with or disrupting the integrity or performance of the Service or any part thereof or the data contained therein; and
- attempting to gain unauthorised access to the Service or its related systems or networks.

In such cases, Tipi.be reserves the right to disable, without prior notice, any access by the Client to the Service, without prejudice to its right to claim compensation for losses, damages and costs actually incurred.

5.4 The Client is responsible for all activities carried out on the Platform, including, without limitation, all actions of its Users, in particular as regards the Results and their use and compliance with the rights of its Contacts, including with respect to their personal data.

5.5 The Client shall ensure at all times that the Licence is not used and that the Platform is not accessed by persons other than its Users, and that each account is not shared or used by more than one person designated in the Platform as a User. The Client shall not, and shall ensure that its Users do not, provide false identity information in order to access the Service or impersonate another person.

6 Access to the Tipi.be Platform and implementation of the Service

6.1 The Client may create and configure a personal Client account on the Platform and shall be invited to designate one or more User(s).

The number and rights of Users are limited in accordance with the Licence and, where applicable, the Service package selected by the Client and its authorised extensions.

6.2 The Client shall designate a qualified person to designate Users and assign rights to them. This person shall be Tipi.be's single point of contact with the Client, and all communications made by Tipi.be to that person shall be deemed to have been made to the Client.

7 Maintenance and support

7.1 Tipi.be shall provide corrective and evolutionary maintenance of the Platform. Such maintenance includes, in particular, maintenance of SSL certificates, security updates, updates to the operating system and other server programs, security management and prevention of cyberattacks.

7.2 The Service also includes technical support available on Business Days during Business Hours via a help desk (Jira Desk). Tipi.be shall investigate any incident notified by the Client. The Client shall provide Tipi.be with all information necessary to understand and assess the issue, including the date and time when the issue arose and all information necessary to reproduce it.

7.3 Incidents shall be handled by Tipi.be according to the following priority timetable:

Priority 1 – 4 Business Hours: complete outage of the Service, security breach, loss of a critical feature having a major impact on the Service and rendering it substantially unusable.

Priority 2 – 2 Business Days: loss of certain features without critical impact, because such features do not prevent the operation of the Service as a whole and/or because alternatives are available to the Client.

Priority 3 – 5 Business Days: minor impact on the Client.

7.4 Notwithstanding the foregoing, Tipi.be shall have no obligation to remedy incidents:

- a. that are not caused by a malfunction of the Service; or
- b. that are caused by:
 - i. a failure by the Client to comply with its obligations under the Agreement;
 - ii. use of incorrect data or data formats;
 - iii. a disruption or unavailability caused by external factors (including, without limitation, third-party services or network disruptions);
 - iv. the Client's use of the Service with incompatible or unauthorised products or Services.

For such non-covered incidents, at the Client's request, Tipi.be may advise the Client and assist it in resolving the incident. Any work carried out by Tipi.be in investigating non-covered incidents, and any related advice and assistance, shall be invoiced to the Client on a time-and-materials basis at Tipi.be's standard rates.

8 Data processing in general

8.1 The Client is solely responsible for the accuracy, quality, lawfulness and relevance of the data and content it processes using the Service. The Client further warrants that it holds the intellectual property rights or authorisations enabling it to process such data and content. Accordingly, Tipi.be disclaims all liability in the event that the data and/or content do not comply with laws and regulations, public policy or the Client's needs.

8.2 The Client acknowledges and agrees that:

- a. Tipi.be may access the Client's data in order to provide the Service;
- b. the Client's data may be transferred to or stored within the European Economic Area for backup purposes, and on Tipi.be computers and servers for development purposes;
- c. Tipi.be is entitled to retain the Client's data to the extent necessary to comply with applicable laws and regulations and for its business records, subject to its confidentiality obligations under the Agreement.

9 Personal data

9.1 For the purposes of this Article, concepts such as "processing", "controller", "processor", "data subject" and "personal data" shall have the meanings given to them by the General Data Protection Regulation (GDPR)¹ and the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data (together, the "Data Protection Legislation").

9.2 When processing personal data by the Client in the context of or in connection with these Terms, the Client alone (and not jointly with Tipi.be) determines the purposes and means of such processing. The Client shall therefore act as data controller.

9.3 With respect to the personal data it processes, the Client undertakes to:

- a. comply with its obligations under the Data Protection Legislation and, in particular, ensure the lawfulness of the processing of personal data;
- b. provide reasonable assistance, information and cooperation in relation to data protection matters if requested by Tipi.be, including in particular:
 - i. any claim and/or exercise or purported exercise of rights by a data subject under the Data Protection Legislation, or any investigation or enforcement activity by a competent authority, relating to or connected with the Client's processing of personal data in the context of or in connection with the Agreement. In this respect, the Client shall indemnify Tipi.be against any action, complaint or claim brought by a natural person whose personal data are processed via the Platform;
 - ii. each Party undertakes to report any breach to the other Party within a maximum of 48 hours so that, if necessary, a notification may be made in due time to the Belgian Data Protection Authority.
- c. retain personal data for no longer than necessary, and securely delete and anonymise such data in accordance with industry good practice after expiry of the retention period. If the Client continues to process such personal data beyond that period, it shall be responsible for doing so in accordance with the Data Protection Legislation.

9.4 With respect to personal data processed through the Platform, Tipi.be shall be deemed to act as processor on behalf of the Client, and each Party shall assume the rights, obligations and responsibilities incumbent upon it.

The Client must ensure that it has the right to transfer personal data to Tipi.be and to use, store, transfer or otherwise process them via the Platform, so that Tipi.be may lawfully use, store, transfer and otherwise process the Personal Data in accordance with the Agreement on behalf of the Client.

By signing the Agreement, the Client expressly authorises Tipi.be to process the Personal Data uploaded or generated through the Platform by the Client and its Users, insofar as such processing is carried out and required for the purpose of providing the Service under the Agreement and, in particular, for providing the Client with the requested Results.

Annex 1 to these Terms sets out the rights and obligations of the Parties relating to the processing of personal data by Tipi.be in its capacity as processor, in accordance with Article 28 GDPR.

9.5 Without prejudice to Article 9.2, the Parties agree that Tipi.be processes personal data as controller when Tipi.be processes the Personal Data of Users who use the Services.

The data relating to such persons are their first and last name, email address, professional telephone number, language preference, login password (encrypted), access rights and log files. Tipi.be processes these data for the purposes of creating, identifying, verifying and managing a Client account, setting the preferred language, controlling the access rights of the Client's Users, contacting and responding to questions from the Client's Users, correcting access and function assignments, identifying use/misuse of the Service and, more generally, for the purpose of providing the Service.

Such persons have the right, under the conditions and within the limits provided for by the GDPR, to access personal data concerning them that are collected and processed by Tipi.be as controller, and to request rectification or deletion of their personal data if they are inaccurate or no longer necessary for Tipi.be.

Further information on the processing of personal data by Tipi.be as controller is included in Tipi.be's privacy policy, which is available on request at gdpr@tipi.be.

¹ Regulation (EU) 2016/679 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. The GDPR may be consulted at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32016R0679>

10 Interactions with third parties

10.1 Tipi.be does not endorse third-party websites, services or products, even where they are linked to the Service. Such links are provided to the Client for convenience only. Tipi.be and its Affiliates cannot be held liable for the content, products, results or any other material available through such links.

10.2 The Client acknowledges that the provision and use of the Service as described in the Documentation require the use of the Internet and electronic communications and may require the availability and use of certain auxiliary software, hardware or services provided by third parties, including, without limitation, an internet browser. Tipi.be is not responsible for delays or failures resulting from the use of the Internet and electronic communications, or for the availability (continuous or interrupted) of such software, hardware and services. Tipi.be may discontinue, interrupt or suspend the Service (in part or in whole), without the Client being entitled to a refund, credit or other compensation, if third-party software, hardware or Services on which the Service depends are no longer available, are suspended or interrupted, or do not, in Tipi.be's discretion, provide the required level of security.

The Client also acknowledges that the availability of such third-party software, hardware or services may depend on licences granted by such third parties and the terms imposed by them. Obtaining such licences is not Tipi.be's responsibility, and Tipi.be cannot guarantee that such third parties will grant such licences to the Client.

If use of the Service requires it, the Client must obtain such third-party licences and authorisations and fully comply with them at its own expense. The Client undertakes to indemnify, defend and hold harmless Tipi.be, its Affiliates and representatives against any claim, cost, damage or loss of any kind suffered or incurred by Tipi.be and its Affiliates arising from the Client's breach of the licence and terms imposed by a third party.

10.3 Tipi.be shall use its best efforts to preserve the stability of the Service. The Client nevertheless acknowledges that external changes (including, without limitation, regulations, standards, technology, third-party software, etc.) may require Tipi.be to make changes to the Service. Tipi.be reserves the right to adapt the Service and its APIs at its sole discretion without being backward compatible, and the Client accepts this right.

11 Prices and payment terms

11.1 General

The prices of the Services are determined in accordance with the price list and specifications set out in the Order Form.

Prices are expressed in euros and exclude taxes and expenses.

11.2 Licence Fee

- a. The grant of the Licence pursuant to Articles 3 and 4 gives rise to payment of a monthly fee per User. Tipi.be has no obligation to commence (or continue) the Service covered by the Licence until the Client has paid the corresponding Fee in full.
- b. Any other service is excluded from the Fee and shall be invoiced separately, in particular:
 - i. training;
 - ii. technical support services not included;
 - iii. additional Services that shall be subject to a quotation, such as the initial configuration of the Platform and the import of the Client's historical data.
- c. The Fee is payable for each active User, i.e. as soon as that User is not indicated as locked ("locked"). The month in which a User is added shall be deemed fully due. The full Fee is payable regardless of the Client's or its Users' actual use of the Service. The payment obligation is non-cancellable and irrevocable and amounts paid are in all cases non-refundable.

11.3 Revision of the Licence Fee

- a. On the anniversary date of the Licence, the portion of the Fee representing Tipi.be's personnel costs may be automatically updated if the health index increases, without any prior notice being required, according to the following formula:

$$R_n = \max(R_o, R_o \times (0.2 + 0.8 (\ln/I_o)))$$

R_n revised fee

R_o original fee

I_n health index for the month preceding the revision date of the Licence Fee

I_o health index for the month preceding the date on which the initial Licence Fee was agreed

- b. At any time, Tipi.be reserves the right to modify the Licence Fee and additional consumption charges and to introduce additional licence fees, provided that it has a valid reason to do so and gives the Client at least thirty (30) days' prior notice. For current Licences, the modified Fee shall apply from the first renewal of the Licence following that thirty (30) day period.

The Parties acknowledge that the following non-exhaustive reasons shall be regarded as valid grounds for modifying the Licence Fee:

- i. an increase in the prices of Tipi.be's suppliers;
- ii. a change in the legislative framework;
- iii. an extension or improvement of the Platform or the Service.

11.4 Payment terms

- a. All Tipi.be invoices are denominated in euros and must be paid by bank transfer. All costs or taxes related to payment of the invoice shall be borne by the Client.
- b. Any dispute concerning a Tipi.be invoice must be raised no later than fifteen (15) days after the invoice date, failing which the invoice shall be deemed accepted and payable by the Client.
- c. Unless otherwise agreed between the Parties, each invoice is payable within thirty (30) days from the invoice date.

If the Client fails to pay an invoice on time, it shall owe, without prior notice of default, from the due date of the invoice until full payment thereof, late-payment interest at the statutory interest rate applicable to late payment in commercial transactions, as well as compensation for administrative and collection costs equal to ten (10) % of the unpaid amount, without prejudice to Tipi.be's right to compensation for losses, damages and costs actually incurred as a result of the Client's late payment.

- d. In all cases, upon termination of the Agreement or in the event of the Client's insolvency, all invoices issued but not yet due shall automatically become immediately payable.

12 Term, suspension and termination of the Agreement

12.1 Term

12.1.1 The Agreement enters into force on the commencement date specified in the Order Form and remains in force for an indefinite period. The Licence is automatically renewed each month, it being understood that each month commenced shall be payable.

12.1.2 The Platform shall remain fully available during the notice period and all terms applicable at that time shall remain in force, in particular with regard to price and payment.

12.2 Suspension

12.2.1 Without prejudice to its right to terminate the Agreement in accordance with Article 12.3, Tipi.be may suspend the Service provided to the Client, including the right to use the Platform:

- a. if the Client is more than thirty (30) days late in fulfilling its payment obligations after the due date;
- b. if the Client or any of its Users fails to comply with the conditions of use of the Platform, and in particular the restrictions set out in Article 5.3; or
- c. if the Platform is used in a manner that Tipi.be reasonably believes will expose it to liability, unduly degrade the performance of the Services, or create an imminent security risk. If these Terms are terminated as a result of a

material breach not guaranteed by Tipi.be, the Client shall be reimbursed, on a pro rata basis for the remaining period, for any unused fees it has prepaid, with effect from the date of such breach.

12.2.2 Tipi.be shall not be liable for any impact that such suspension may have on the Client's activities.

12.3 Termination

12.3.1 In addition to any other remedies available to it, either Party may terminate the Agreement by written notice if the other Party breaches a material provision of these Terms and fails to remedy the breach within thirty (30) days of receipt of written notice of such breach.

12.3.2 Without prejudice to Tipi.be's right to compensation for losses, damages and costs incurred and without prejudice to the other provisions of the Agreement, Tipi.be may terminate the Agreement and any Licence(s) granted under it at any time during the term of the Agreement by notifying the Client in accordance with Article 21, in any of the following circumstances:

- a. The Client breaches one of its essential obligations under the Agreement, provided that such breach continues for a period of fifteen (15) days after the Client receives a formal notice specifying the nature of the breach and requesting that it be remedied. Without limitation, the following shall be considered breaches of essential obligations: unauthorised use of the Service, the Platform or the Results; breach of the Client's obligations regarding use of the Service; non-payment of Fees and other charges; breach of the Client's warranties; infringement of Tipi.be's intellectual property; breach of the Client's confidentiality obligations; and breach of the non-solicitation obligations.
- b. The Client makes an assignment for the benefit of its creditors, files for bankruptcy, is declared bankrupt, becomes insolvent or generally unable to pay its debts as they fall due, or is placed in the hands of a judicial administrator, or if an equivalent proceeding occurs; or
- c. The occurrence of an event of force majeure as defined in Article 14 of these Terms, where that situation continues in accordance with Article 14.2.

12.3.3 Either Party may terminate the Agreement at any time, without having to state a reason, by giving three (3) months' written notice. The notice period shall begin on the first day of the month following the month in which notice is given. The Fees shall remain payable throughout the notice period.

13 Consequences of termination or expiry of the Agreement

13.1 Upon termination, all rights and obligations arising from these Terms shall automatically end, except for causes of action arising before termination and obligations that expressly survive termination. All provisions of these Terms which, by their nature, should survive termination shall survive termination, including, without limitation, accrued payment rights, confidentiality obligations, warranty disclaimers and limitations of liability. In addition, each Party shall return all materials, information and documents owned by the other Party that are in its possession or under its control, and shall immediately cease all access to and use of the Platform.

13.2 Any provision of the Agreement expressly or implicitly intended to survive its termination or expiry, for whatever reason, shall remain fully effective, including in particular the provisions relating to confidentiality and the warranty disclaimers and limitations of liability.

13.3 Termination or expiry shall not affect the obligation to pay any amount due under the Agreement while it was in force.

13.4 Upon termination or expiry of the Agreement:

- a. all Licences granted under the Agreement in respect of the Service shall terminate immediately;
- b. the Client must return to Tipi.be, within five (5) Business Days, all of Tipi.be's Confidential Information and all copies thereof in its possession, and Tipi.be shall be entitled to retain all Client data for a period of twelve (12) months from the date of termination of the Agreement. At the end of that retention period, Tipi.be shall permanently delete all Client data, excluding anonymous statistical data, unless Tipi.be is subject to a legal obligation to retain Client data beyond the aforementioned retention period;
- c. Tipi.be shall provide the Client electronically with the most recent backup of the Client's data, provided that the Client has, at that time, paid all Fees and all other charges due under the Agreement and/or resulting from its termination or expiry (whether or not due on the date of termination or expiry) of the Agreement.

13.5 If the Agreement is terminated because Tipi.be ceases its activities, the Client shall be entitled to obtain a copy of the latest version of its database and access to the related passwords and encryption keys.

14 Force majeure

14.1 Neither Party shall be liable to the other for any failure or delay in performing an obligation under the Agreement due to the occurrence of an event of force majeure as defined below, provided that the affected Party takes all necessary measures to limit the effects of the force majeure event. The Parties agree that force majeure means circumstances beyond the Parties' control resulting in the impossibility of performing one or more obligations under the Agreement. Examples of force majeure include acts of war and terrorism, strikes, fires, floods, storms, explosions and other natural disasters.

14.2 The Agreement shall be suspended for the duration of the force majeure event. However, if the force majeure event continues for more than three months, the Parties may apply Article 12.3.

14.3 Each Party undertakes to inform the other Party in detail of the occurrence of an event of force majeure as soon as it becomes aware of it and no later than seven (7) days after the commencement of the force majeure event.

15 Permanent access to the database

Void.

16 Representations and warranties

16.1 The Client represents and warrants that:

- a. it has received from Tipi.be all information necessary to assess the suitability of the Services for its needs and to take all appropriate precautions for their use;
- b. its Users are duly authorised to act on its behalf and under its sole responsibility and must at all times act in accordance with the Agreement.

16.2 Tipi.be represents and warrants that:

- a. the Service shall be performed in accordance with the Agreement under normal conditions of use and in normal circumstances;
- b. it shall use all reasonable efforts, in accordance with industry standards, to maintain the Platform and minimise errors and interruptions;
- c. it shall perform the Services professionally and in accordance with good industry practice, and in accordance with any specific requirements agreed by the Parties in writing;
- d. to the best of its knowledge, it holds all rights relating to the Platform and the Service necessary to grant all rights granted under the Agreement, including the Licence;
- e. it has taken out the insurance necessary to cover the risks associated with the conduct of its business, including IT operational liability insurance. It undertakes to provide supporting evidence to the Client if expressly requested.

16.3 The Parties agree that Tipi.be's provision of the Service constitutes an obligation of means and that the Service is provided to the Client "as is".

Except as expressly provided herein, Tipi.be makes no other express or implied warranty, to the fullest extent permitted by law. In particular, no warranty is given as to:

- a. the merchantability, suitability, performance or fitness of the Services for the particular use intended by the Client;
- b. the uninterrupted and error-free operation of the Services, without prejudice to the maintenance and support provided for in Article 7.

17 Liability

17.1 Notwithstanding any provision to the contrary, except in the case of bodily injury or intentional misconduct, the liability of Tipi.be, its directors, employees and Affiliates shall be limited to the amount of the Fees paid by the Client to Tipi.be for the Services subject to the Agreement during the twelve (12) months preceding the act giving rise to liability.

17.2 In addition, in the event of a breach attributable to Tipi.be, Tipi.be shall only be liable for the financial consequences of direct and foreseeable damage arising from performance of the Services. Accordingly, under no circumstances shall Tipi.be be liable for any indirect or unforeseeable loss or damage suffered by the Client or third parties, including, in particular, any loss of profit, loss, inaccuracy or corruption of files or data, commercial loss, loss of

turnover or profit, loss of customers, loss of opportunity, or the cost of obtaining a substitute product, service or technology, in connection with or arising from non-performance or defective performance of the Services.

17.3 If Tipi.be believes that the Service is or is likely to become the subject of a third-party claim, Tipi.be shall be entitled, at its discretion, (i) to obtain for the Client the right to continue using the Service as provided for in the Agreement, or (ii) to use reasonable efforts to replace or modify the allegedly infringing part of the Service, or to provide a workaround and/or a Service substantially similar to the Service so that it is no longer the subject of a third-party claim, or (iii) to terminate all or part of the Service.

The foregoing constitutes Tipi.be's entire liability and obligation and the Client's sole remedy in respect of any third-party claim.

18 Intellectual property

18.1 The Client is and shall remain the owner of all data it processes via the Service.

18.2 Tipi.be is and shall remain the owner of the Intellectual Property Rights relating to all of its data and to any element of the Services provided to the Client, in particular the Platform and the Documentation. All rights, title and interest in such intellectual property shall remain vested in Tipi.be.

18.3 These Terms do not grant the Client any ownership rights in the Service provided to it, in particular the Platform and the Documentation. The temporary provision of the Platform under the conditions set out herein shall not be construed as an assignment of any intellectual property right to the Client. The only rights granted to the Client are the limited and temporary rights of use arising from the Licence as defined in Article 3.

18.4 The Client shall not reproduce any element of the Platform, or any documentation relating thereto, by any means, in any form or on any medium.

18.5 The Client may not assign all or part of the rights and obligations arising from these Terms, whether by temporary assignment, sublicense or any other agreement providing for the transfer of such rights and obligations.

18.6 The Client may not remove or alter any indication concerning confidentiality or any copyright, trademark or other intellectual property right relating to the Platform.

18.7 Tipi.be is authorised to use the Client's name or logo (or the name or logo of any other member of the Client's group, or the Client's trade name or logo) in any advertising or promotional media in connection with performance of the Agreement or thereafter.

19 Confidentiality

19.1 The Parties acknowledge that, under the Agreement, they may exchange information of a sensitive nature for the Party sharing it (the "Disclosing Party"), which shall remain the exclusive property of the Disclosing Party and must at all times be kept secret and confidential by the Party receiving it (the "Receiving Party").

19.2 Each Party undertakes to (i) keep confidential all information received from the other Party, and in particular (ii) not disclose the other Party's confidential information to any third party other than employees or agents who need to know it; and (iii) use the other Party's confidential information only for the purpose of exercising its rights and performing its obligations under the Agreement.

19.3 No confidential information may, in whole or in part, be disclosed by a Party, except:

- a. where required by law or regulation or where produced in court in the event of a dispute;
- b. where the information is in the public domain other than as a result of a breach of this confidentiality undertaking;
- c. Tipi.be may include, in general terms and without disclosing sensitive information, the work performed and objectives achieved in its references;
- d. with the Parties' prior written agreement.

19.4 No document or information may be used for any purpose other than proper performance of the obligations arising from the Agreement.

19.5 The obligation shall remain in force for a period of five (5) years after the end of the Agreement.

19.6 Each Party shall return all copies of documents and media containing the other Party's confidential information upon termination of the Agreement, for whatever reason.

19.7 The Parties undertake to ensure compliance with these provisions by their personnel and by any agent or third party who may intervene in any capacity in connection with the Agreement.

20 Non-solicitation of personnel

20.1 The Client undertakes not to hire or engage, directly or through its Affiliates or another person, any employee or independent contractor of Tipi.be without Tipi.be's express prior consent. This undertaking shall apply throughout the term of the Agreement and for twelve (12) months following its termination.

20.2 In the event of a breach of this obligation, the Client shall automatically owe Tipi.be compensation equal to five times the employee's or contractor's gross monthly remuneration at the time of departure, without prejudice to Tipi.be's right to claim compensation for all losses, damages and costs actually incurred.

21 Notices

The Parties may send notices to each other by email with acknowledgement of receipt or by registered letter. For the Client, the (email) address appearing in the Tipi.be account information shall be used. For Tipi.be, emails shall be sent to info@tipi.be. Notice shall be deemed given 48 hours after dispatch by registered letter and 12 hours after dispatch by email.

22 Final provisions

22.1 These General Terms and Conditions constitute the final, complete and exclusive written expression of the Parties' intentions and agreement and supersede all prior communications, representations, agreements, promises or statements, whether oral or written, made by or between either Party.

22.2 If one or more provisions of the Agreement are held to be invalid or unenforceable, in whole or in part, the remaining provisions of the Agreement shall remain in full force and effect between the Parties as if the invalid or unenforceable provisions had never been included in the Agreement.

22.3 A Party shall only be deemed to waive any right arising from the Agreement if it does so in writing. Any waiver of a right shall never be construed as a waiver of another right arising from the Agreement, regardless of its similarity to the right waived.

22.4 In the event of a conflict, the specific terms of the Order Form shall prevail over these General Terms and Conditions in respect of the matters they expressly govern.

22.5 Void.

22.6 The Agreement and the rights and obligations arising from it for the Parties are not transferable, directly or indirectly, without the other Party's prior written consent.

23 Dispute resolution

23.1 The Agreement shall be governed by and construed in accordance with Belgian law.

23.2 The Parties undertake to perform the Agreement in good faith and to seek, as a matter of priority, an amicable solution through consultation. If no amicable agreement is reached, any contractual or non-contractual dispute arising in connection with the economic relationship between the Parties, including in particular infringements of trade secrets, acts of unfair competition, or disputes relating to the validity, interpretation, performance or termination of the Agreement, shall fall within the exclusive jurisdiction of the French-speaking Enterprise Court of Brussels, sitting in French.

Annexes

1) Rights and obligations relating to the processing of personal data

ANNEX 1 - Rights and obligations relating to the processing of personal data

BETWEEN Tipi.be as “Processor”

AND the Client as “Controller”

1. DEFINITIONS

1.1. Concepts such as “Process”, “Processing”, “Data Subject”, “Controller”, “Personal Data”, “Personal Data Breach”, “Data Protection Impact Assessment”, etc. shall have the meanings given to them in the Data Protection Legislation.

1.2. Void.

1.3. The definitions set out in Article 1 of the General Terms and Conditions of Use shall also apply.

1.4. “General Data Protection Regulation” (“GDPR”): Regulation (EU) 2016/679 of the European Parliament and of the 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, as amended, together with related European implementing legislation.

1.5. “Data Protection Legislation”: the General Data Protection Regulation, other European regulations containing provisions relating to data protection and privacy, and the applicable national legislation on data protection and privacy in the Member States, as amended and together with implementing orders, and in particular the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

1.6. “EEA”: the European Economic Area.

1.7. “Personal Data”: personal data processed, in the context of or in connection with the Service, by the Processor (directly or indirectly) on behalf of the Controller.

1.8. “Services”: the Platform made available to the Controller by the Processor.

1.9. “Sub-processor”: any processor appointed by the Processor to process Personal Data on behalf of the Controller.

1.10. “Supervisory Authority”: (a) an independent public authority established by a Member State pursuant to Article 51 GDPR and (b) any similar regulator responsible for enforcing Data Protection Legislation.

2. PURPOSE

2.1. The Processor shall process only the types of Personal Data relating to the relevant categories in the context of the Services and for the specific purposes referred to in this Annex.

2.2. The Processor may not process, transfer, alter, adapt, modify, or make or cause the Personal Data to be made accessible to third parties other than in accordance with the documented instructions of the Controller, unless such processing is required by EU or Member State law applicable to the Processor. In that case, the Processor shall inform the Controller of the legal requirement before processing the relevant Personal Data.

2.3. The Controller warrants that its instructions to the Processor shall comply with the Data Protection Legislation, which it shall apply correctly and in full. The Controller also warrants to the Processor that all Personal Data entrusted to it have been lawfully obtained and may lawfully be processed by the Processor throughout the term of the Agreement. The Controller shall fully indemnify the Processor against any complaint, action or claim brought in this respect by Data Subjects, third parties or public authorities, and against any loss or damage resulting therefrom for the Processor.

2.4. If the Processor considers that the Controller's instructions constitute a breach of the Data Protection Legislation, it shall immediately inform the Controller and shall not be required to carry out the processing. Any failure by the Processor to give such notice shall not affect the Controller's liability towards the Processor arising from such unlawful instructions.

3. TERM

The term of the Agreement shall coincide with the term of the Service.

4. CONFIDENTIALITY

4.1. The Processor expressly undertakes to ensure the confidentiality and security of the Personal Data it processes in connection with the Service.

4.2. The Processor shall ensure that all staff members or contractors who have access to Personal Data respect the confidentiality and security of such Personal Data. The Processor shall ensure that staff members or contractors are authorised to access Personal Data only after they have been duly bound by a legal or contractual confidentiality obligation.

5. PROTECTION

5.1. The Processor shall implement, to the best of its ability, all appropriate technical and organisational security measures to protect Personal Data, taking into account the state of the art and the cost of implementation, as well as the nature, scope, context and purposes of processing and the risks, of varying likelihood and severity, to the rights and freedoms of natural persons. In particular, the Processor shall protect Personal Data against unauthorised destruction, loss, falsification, disclosure or access and against any other form of unlawful Processing.

5.2. The minimum measures implemented are set out in the Documentation provided to the Controller.

5.3. If the Controller sufficiently demonstrates that the Processor is not taking appropriate technical and organisational security measures and then fails to take appropriate measures within a reasonable period, of at least 2 months, set by the Controller, the Controller shall be entitled, without prejudice to its other rights under the Agreement and/or by law, to terminate the Service and/or the Agreement.

6. SUB-PROCESSING

6.1. The Processor is authorised to engage other processors to process Personal Data in connection with the Service (the "Sub-processors"). The Controller accepts the list of Sub-processors set out in the Documentation provided to it. Before engaging another Sub-processor, the Processor shall inform the Controller of the addition or change within a reasonable period.

6.2. Externally engaged contractors shall not be regarded as Sub-processors for the purposes of this Annex. The Processor shall ensure that such externally engaged contractors comply with the confidentiality clause described in Article 4.2 of this processing annex in the same manner as the Processor's employees.

6.3. The Processor shall ensure that its Sub-processors are bound by the same data protection and confidentiality obligations as those contained in this Annex.

7. ASSISTANCE

7.1. General

The Processor shall provide the Controller with all information and reasonable assistance that are necessary and/or may reasonably be expected to enable the Controller to comply with its obligations under the GDPR and to demonstrate such compliance.

7.2. Assistance following a request from a Data Subject

To the extent possible, the Processor shall assist the Controller, by appropriate technical and organisational measures, in fulfilling its obligation to respond to requests from Data Subjects seeking to exercise their rights under Chapter III GDPR.

If a Data Subject contacts the Processor directly to exercise any of the rights granted under Chapter III GDPR, the Processor shall immediately inform the Controller and shall only act on the Data Subject's request with the Controller's written consent.

7.3. Assistance in the event of a Personal Data Breach

The Processor undertakes to notify the Controller of any Personal Data Breach and any serious attempt to process or access Personal Data unlawfully or without authorisation as soon as possible, and no later than 48 hours after becoming aware of it, in accordance with Article 33.3 GDPR. The Processor shall take all measures reasonably necessary to prevent or limit any further breach of security measures and any damage, and shall provide the Controller with all information it considers useful or necessary.

In addition, taking into account the nature of the Processing and the information available to it, the Processor shall provide the Controller with all reasonable assistance to fulfil its obligations concerning:

- notification of a Personal Data Breach to the Supervisory Authority pursuant to Article 33 GDPR;
- notification of a Personal Data Breach to the Data Subject pursuant to Article 34 GDPR.

However, the Processor is not authorised to report the Personal Data Breach itself to the Belgian Data Protection Authority or to notify the Data Subject itself. This is the sole responsibility of the Controller.

8. PLACE OF PROCESSING

The Processor shall process Personal Data only within the EEA.

9. DELETION OR RETURN OF PERSONAL DATA TO THE CONTROLLER

No later than twelve (12) months after termination of the Agreement relating to the Service, the Processor shall delete all Personal Data or return them to the Controller and delete all existing copies, unless processing of the Personal Data is required by EU or Member State law applicable to the Processor.

10. LIABILITY

10.1. If it is established that a breach of the Agreement is attributable to the Processor, the Processor shall only be liable for the financial consequences of direct and foreseeable damage arising from performance of the Services. Accordingly, under no circumstances shall the Processor be liable for indirect or unforeseeable loss or damage suffered by the Controller or third parties, including, in particular, any loss of profit, loss, inaccuracy or corruption of files or data, commercial loss, loss of turnover or profit, loss of customers, loss of opportunity, or the cost of obtaining a substitute product, service or technology, in connection with or arising from non-performance or defective performance of the Services.

10.2. In all cases, the Processor's liability towards the Controller shall be limited to the total amount paid by the Controller to the Processor in connection with the Services during the 12 months preceding the act giving rise to liability.