# Contractify General terms and conditions (v11.2023)

DB$^2$ Value Creation BV ("**DB2**"), having its registered office at Polenstraat 163, 9940 Sleidinge and registered in the Belgian Register of Legal Entities with number 0644.714.953, is specialised in contract management and offers an online contract management solution, among other things, called Contractify ("**Software**"). These Contractify General terms and conditions determine the conditions under which the Customer ("**Customer**") is allowed to use Contractify. By placing the order for Contractify the Customer acknowledges to have taken note of these general terms and conditions and to accept them in whole.

DB2 reserves the right to supplement and/or amend these general terms and conditions unilaterally at any time. These amended terms and conditions will come into effect one month after their explicit announcement. If the Customer cannot agree to these amendments, the Customer has the opportunity to object and, if the Parties do not find an equitable solution, to terminate the Agreement in writing this within one month after the announcement. After this period, the Customer shall be deemed to have agreed to the amendments or additions.

The Customer's general terms and conditions are expressly declared not to be applicable.

## Article 1: Subject
1.1      These Contractify General terms and conditions determine the conditions and provisions under which:
         - DB2 grants a user licence for the Software to the Customer; and
         - the Customer is able to use DB2 to provide services in the context of the use of the Software.

## Article 2: Definitions
2.1      **Service**: a performance which DB2 or a Worker, designated by DB2, or or subcontractor designated in agreement with the Customer provides under this Agreement.
2.2      **User**: every employee or worker of the Customer to whom a user licence has been awarded to use the Software.
2.3      **Intellectual property rights**: all intellectual, industrial and other rights of ownership (regardless of whether they are registered or not), including but not limited to copyrights, related rights, brands, trade names, logos, drawings, models or applications for registration as drawings or models, patents, applications for patents, domain names, know-how, as well as rights to databases, computer programs and semiconductors.
2.4      **Worker**: the employee, agent or subcontractor of DB2 which DB2 contracts for the provision of the Services.
2.5      **Agreement**: DB2's quote and the Customer's order, together with these Contractify General terms and conditions and its annexes.
2.6      **Privacy legislation**: Regulation (EU) 2016/679 of the European Parliament and 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 (General Data Protection Regulation), as well as all related European and national rules relating to the protection of personal data.
2.7      **Software**: the Contractify software package for contract management developed by DB2, possibly supplemented by additional options.

## Article 3: Intellectual property rights
3.1      the Customer expressly acknowledges (1) that all Intellectual property rights connected to the Software belong to DB2 or a third party with which DB2 has reached an agreement and (2) that through the Agreement the Customer does not acquire any control over these rights, nor that these rights are transferred in any way to the Customer under the Agreement, with the exception of the rights specified in article 4.
3.2      The Customer shall respect DB2's Intellectual property rights at all times and make reasonable efforts to protect these rights. The Customer shall immediately notify DB2 of every breach by third parties relating to DB2's Intellectual property rights which he is aware of.

3.3    DB2 shall only deliver and/or develop software which, to the best of its knowledge, does not infringe on the intellectual property rights of third parties. If a third party alleges that DB2's software infringes its rights or if any third party commences legal proceedings against the Customer and/or DB2 as a result of an alleged infringement of its rights, DB2 shall be entitled, at its sole discretion, to (i) refute such allegations or claims (ii) modify the Software so that it no longer infringes that third party's rights or (iii) take back the Software from the Customer on reimburse a *pro rata* portion of the fees already paid by the Customer (taking into account the period of time during which the Customer was able to use the Software), within 30 days after DB2 effectively took back the Software from the Customer.

3.4    To the extent that Intellectual Property Rights are vested in data that Customer uploads to or otherwise processes with use of the Software, Customer hereby grants DB2 the right to use the relevant data and Intellectual Property Rights in the context of the performance of the Agreement, as well as work reasonably related thereto, including product improvement.

### Article 4: User licence

4.1    DB2 grants the Customer, who accepts, a user licence for the Software for the number of Users ordered by the Customer. For every additional User, the Customer must request an additional user licence from DB2 or create a new user in the Software himself. Every additional user licence shall also be subjected to the provisions of the Agreement.

4.2    The user licence comprises a non-exclusive and non-transferable licence to use the Software for the Customer's internal business purposes for the entire term of the Agreement.
The Customer is prohibited from granting sublicenses to third parties, using the Software for the benefit of third parties, disclosing it to third parties, making it available, distributing it to third parties or commercialising it to third parties, without DB2's explicit prior written permission.

4.3    The Customer shall only be granted this user licence under the suspensive condition that the Customer pays the fees invoiced by DB2 in this respect in full, including VAT.

### Article 5: Licence fee

5.1    The initial licence fee payable by the Customer in exchange for the user licence shall be determined in the price list valid at the time when the Agreement was reached or in any quote drawn up by DB2 for the Customer. Licences ordered after the Agreement has been signed shall always be charged at the rates applicable on the date of the order, unless otherwise agreed in the signed quotation. And this for the number of months until the next renewal of the Agreement

5.2    The licence fee shall be due upon the signing of the Agreement and thereafter on every anniversary of that date. To this end, DB2 shall send the Customer an invoice every time. These invoices are subject to the payment conditions laid down in Article 11.

5.3    Upgrades: The Customer is free to (i) switch to a higher Package or (ii) increase the number of User Accounts, (hereafter jointly referred to as the "Upgrade(s)"). These Upgrades can be done at any time during the Term in App via the 'create new user' in case of increase of users or by phone or mail in case of switch to a higher Package: customersupport@contractify.be, +32 9 234 28 97.
In such a case, the requested Upgrade shall be activated immediately. An additional fee shall be charged immediately after the order is placed by the Customer, on a pro rata basis taking into account the remainder of the current Term during which the Customer will be able to use the Upgrade.

5.4    Downgrades: The Customer is free to (i) switch to a lower Package or (ii) reduce the number of User Accounts (hereafter jointly referred to as the "Downgrade(s)").
These downgrades can be done at any time during the Term in App via 'remove new user' in case of decrease of users or by phone or mail in case of switch to a lower Package: customersupport@contractify.be, +32 9 234 28 97.
Such notice needs to be given at the latest thirty (30) days before the Renewal Date. If the Downgrade notification is made too late, Contractify is entitled to invoice the Customer for the relevant Package or User Accounts, for the entire following Term, even if the Customer no longer uses them.
Any Downgrades shall only be implemented as from the Renewal Date. Consequently, the Customer is not entitled to any reimbursement for any non-usage of certain Package features nor User Accounts during the current Term.

### Article 6: Customer's obligations

6.1    The Customer guarantees that he and his Users, for whom he is responsible:
   - shall not remove or alter the mark and copyright notice included in the Software.
   - shall use the Software in accordance with the licence conditions specified in Article 4.

6.2    The Customer shall ensure that its hardware and software meets the current requirements of web browsers.

6.3    The Customer is responsible for its hardware and software and for installing appropriate mechanisms for the security, preservation and restoration of data should irregularities arise during the performance of the Services or when using the Software.

6.4    The Customer also assumes responsibility for ensuring that adequate security measures are taken for its Users' devices (e.g. strong password, 2FA, etc.). The Customer also guarantees to keep the password and login data of the Users strictly secret.

6.5    The Customer shall indemnify DB2 against any claim by a third party based on an (alleged) breach of any of the above obligations.

## Article 7: Processing of personal data

7.1    The mutual relationship and obligations between the Customer and DB2 as respectively data controller and processor shall be regulated in accordance with the provisions of the Privacy Law, the definitions of which shall apply. Furthermore, these provisions are supplemented by DB2's Privacy Statement and the provisions of these General Terms and Conditions of Contractify. The Customer acts, with respect to the personal data that it will process through the Software, as a processor within the meaning of the Privacy Legislation and will therefore comply with the obligations in this respect. DB2 shall act as processor of such personal data.

7.2    DB2 processes personal data entered into the Software by the Customer or Users of the Software. As the Software is a contract management system, it concerns in particular the following types of data that normally appear in contracts, such as: name, position, e-mail address, telephone number, mobile phone number, business e-mail address, address, account number, signature and gender. This data comes from the contracting parties, such as, for example, suppliers, customers or employees of the Customer as well as from the Customer itself. As the Software can be widely used, the above enumeration of personal data is a non-limited list.

7.3    The Customer hereby instructs DB2 to process the afore-mentioned personal data on its behalf, the purpose of which is to provide optimal and customised use of the Software by the Customer or to intervene and implement changes and updates in the management of specific contracts at the Customer's request. In the context of delivering an optimally functioning Software, this also includes all processing reasonably related thereto, such as product optimisation and the training of underlying algorithms and artificial intelligence.

7.4    In the context of its activities as processor, DB2 shall:
   (a)    process personal data only for the purposes described and justified above
   (b)    retain the personal data in accordance with the instructions on retention periods as received from the Customer.

7.5    DB2, as processor, shall ensure that the necessary appropriate technical and organisational measures are taken to (i) ensure a risk-appropriate level of security of the personal data, including protection against accidental loss, destruction or damage and (ii) prevent access by unauthorised persons to the premises where the personal data are processed.

7.6    DB2 shall not contract any processors other than those specified in the list of processors available upon request.

7.7    DB2 furthermore guarantees that the Employees authorised to process the personal data have undertaken to observe confidentiality.

7.8    Should a situation arise in which the Customer wishes to call on DB2's assistance, the Customer shall inform DB2 thereof immediately by email and by telephone. DB2 undertakes to provide the necessary assistance to the Customer in:
   (a) fulfilling the Customer's obligation to respond to requests from a data subject whose personal data are being processed.
   (b) taking appropriate and reasonable measures to safeguard the personal data and to report any breaches of the security of the personal data.

7.9    On completion of the processing services, DB2 shall, at the Customer's discretion, delete or return all personal data to the Customer, unless storage of the personal data is obliged by DB2 or justified within the Privacy Legislation.

7.10   DB2 shall keep a register of the processing activities as described in Article 30 of the General Data Protection Regulation.

## Article 8: Additional Services of DB2

8.1    The Customer may contract DB2 for the performance of certain Services, including the provision of support services, the registration of contracts, giving training courses, etc. If an ordered service involves an additional fee, the Service shall be provided on an expense or subscription basis at the applicable rate, unless otherwise agreed in writing.

8.2    The Customer may use DB2's helpdesk services using the chat function provided in the Software. In doing so, the Customer shall provide DB2 with all useful and necessary information to solve the problem.

The Customer shall grant DB2 access to his computer and/or company if this is necessary for DB2 to analyse or solve problems or incidents that occur as a result of the Customer's use of the Software. The DB2 helpdesk can be reached every working day between 8.30 a.m. and 5.30 p.m. (except on public holidays) at +32 9 234 28 97. The helpdesk can also be reached by email: customersupport@contractify.be.

8.3      The Customer shall not reach any agreements with other ICT suppliers in respect of the provision of support services for the Software without DB2's prior written consent.

If the Customer, even after having obtained DB2's written approval, uses the services of another ICT supplier, DB2 shall not accept any liability whatsoever in respect of (i) the work of that supplier, (ii) the integration of its work into the Software and (iii) the continued proper functioning of the Software.

8.4      DB2 undertakes to develop periodic updates of the Software.

8.5      DB2 may also develop Software upgrades at the Customer's request. In such event, DB2 shall provide the Customer in advance with a price estimate for the performance of the requested upgrade. DB2 is not obliged to grant such request.

8.6      If the Customer has ordered DB2 to register contracts or other services which require access to the Customer's Software environment, DB2 shall at all times have access to the Customer's Software environment as administrator. This licence is not subject to any additional charge. DB2 expressly states that it will not grant anyone other than its Workers access to this environment unless this is agreed in mutual consultation with the Customer. DB2 shall not abuse the trust placed in it by the Customer. The Customer explicitly gives DB2 access to the information in its Contractify environment in the context of the performance of the Services requested by the Customer.

## Article 9: Liability

9.1      DB2 undertakes to make all reasonable efforts to provide the ordered Software and Services according to best practice and with the care and expertise that the Customer may expect from a professional supplier, and to ensure that the Software is available to the maximum extent possible. However, DB2's commitments are best-effort commitments.

9.2      DB2 guarantees 99% availability, with scheduled maintenance work considered as 'available'. DB2 shall make all reasonable efforts to prevent the Software from containing any bugs, computer viruses and/or malware that could interfere with its operation. Nevertheless, DB2 cannot be held liable for any such problems which might occur in the supplied Software despite its efforts.

9.3      Except in the case of fraud, intentional act or gross negligence, DB2 cannot be held liable for any fault or negligence on its part or on the part of its agents in the performance of the Agreement.

Under no circumstance can DB2 be held liable for any consequential damages or loss, such as loss of anticipated profit, loss of turnover, increased operational costs or loss of clients, which the Customer or third parties may suffer as a result of any error or negligence on the part of DB2 or a Worker.

9.4      DB2 is not liable for any errors in the performance of the Agreement due to insufficient or incorrect input by the Customer. Nor is DB2 liable for any loss of, or damage to, the Customer's data, unless by grave error on the part of DB2 or its Employees.

9.5      DB2 does not accept any liability whatsoever in respect of any damage or loss the Customer may suffer as a result of unauthorised third parties being able to gain access to the Software due to faulty security measures taken by the Customer or due to any other errors or negligence on the part of the Customer.

9.6      However, if DB2 is liable, DB2's total liability, regardless of how serious the fault may be and regardless of the cause, form or subject of the claim in which DB2's liability is invoked, shall never exceed the price paid by the Customer to DB2 for the Service that gave rise to the claim during the 12 months prior to the claim, subject to a maximum of €5,000 per claim.

## Article 10: Complaints and contested invoices

10.1     Complaints relating to the provided Software and/or Services must be reported to DB2 no later than 30 calendar days after they are delivered or made available. If the Customer protests on time, the Customer shall render every assistance in DB2's investigation of the complaint. If the complaint is correct, on time and justified, DB2 shall be entitled to remedy the complaint at its sole discretion. If, on the other hand, the investigation shows that the non-conformity is not owing to DB2, DB2 reserves the right to charge the Customer for the services involved in such investigation.

The following shall not be considered errors for which DB2 is responsible:
- errors that occur as a result of changes made to the Software by the Client or by third parties without DB2's permission.
- errors caused by incorrect, improper or unauthorised use, as well as any damage caused by hardware or system failures, or by the failure of interconnected hardware or other system components.

- shortcomings in the Software that do not interfere with its use.
- errors in third party software for which DB2 or the Customer have a licence, which are for the third party licensor's account.

10.2      Any protest with respect to invoices must be reported to DB2 within 14 days of the date of the invoice.

10.3      In the absence of a protest on time in accordance with Articles 10.1 and 10.2, the provision of the Software or Services shall be considered to have been definitively accepted and the invoices shall be payable.

10.4      Any protest must be justified, otherwise the right to postpone payment of invoices is forfeited.

### Article 11: Method of payment

11.1      The fee payable by the Customer to DB2 for using the Software and/or the Services may consist of a fee as a function of time spent (such as hourly rates), a periodic fixed fee (such as the licence fee) and/or effectively incurred costs and expenses in the performance of a Service, as specified in more detail in the price list or quote.

Unless otherwise agreed, DB2 shall invoice the Services provided on a monthly basis, even if they only form part of the order. The licence fee shall be invoiced on an annual basis, at the start of each new contract year.

11.2      All prices provided by DB2 are in euros and exclusive of VAT and costs, unless otherwise specified.

11.3      The licence fee shall be adjusted annually in line with DB2's rising costs. This adjustment shall be equal to the amount obtained by applying the following formula:

$$P1 = P0 \times (0.2 + L1/L0 \times 0.4 + M1/M0 \times 0.4)$$

P1: Price level in a particular year
P0: Price level in year 1 (base level)
L1: Payroll costs in a particular year
L0: Payroll costs in year 1 (base year)
M1: Equipment cost in a particular year
M0: Equipment cost in year 1 (base year)

11.4      Invoices must be paid within 30 days from the invoice date, by transfer to DB2's account number as indicated on the invoice. Each payment will be applied to the oldest due invoice and first to the interest and costs due. Any granted discounts shall lapse if the payment conditions are not respected.

11.5      In the event of late payment, the Customer, without prior notice of default, shall automatically owe delayed interest of 8% a year and damages of 10% of the invoice amount with a minimum of 125 euros. In addition, the Customer shall be liable for all costs of collections, reminders and litigation. Any delay in payment by the Customer shall render all outstanding invoices and amounts due immediately due and payable. Furthermore, DB2 reserves the right to invoke the application of Articles 12.2 and 12.4.

### Article 12: Term of the Agreement and termination

12.1      The Agreement shall be reached for one year, unless otherwise indicated in the quote, and shall take effect upon signature of the Agreement by the Customer or on the date of the discovery meeting or on the date on which access is granted to the Software, whichever comes first (hereinafter 'the Term'). If neither Party gives written notice of termination no later than 3 months prior to the expiry of its Term, the Agreement shall be tacitly renewed for the same period each time.

12.2      Each Party may terminate the Agreement immediately, without notice or compensation, and without prior judicial intervention, on the grounds of a serious breach on the part of the other Party, by registered letter. A serious breach is considered to include the following:
- committing a gross negligence by the other Party within the context of this Agreement.
- inability of the other Party to comply with the provisions of this Agreement within 14 calendar days after receipt of a notice of default by registered letter.
- bankruptcy or compulsory composition of the other Party.
- regular payment problems on the part of the Customer (i.e. if at least two invoices of DB2 have not been paid by the Customer on the due date).
- unlawful or harmful use of the Software by the Customer or by one or more of its Users.

12.3      In case of termination of the Agreement for whatever reason, all Services in connection with the Software (helpdesk, updates, etc.) operational at that time shall also end automatically.

12.4      Furthermore, DB2 shall have the right to suspend the Agreement with immediate effect if the Customer fails to fulfil its obligations within 14 calendar days after it has been given notice to do so by registered letter, and this until it once again meets all its obligations. In that case, DB2 shall be entitled to claim compensation from the Customer for the damage suffered as a result.

12.5      In the event that DB2 terminates the Agreement pursuant to Article 12.2, the Customer shall owe compensation equal to the licence fee payable up to the end of the normal Term of the Agreement if the

Agreement had not been terminated, subject to DB2's right to claim higher compensation if its effectively suffered damage exceeds such compensation. The aforementioned compensation is due and payable immediately.

12.6    Any notice or termination of the Agreement, regardless of the reason, must be given by registered letter. The addressee is deemed to have received the notice of termination within two working days after the date of dispatch.

12.7    Each Party nevertheless agrees to grant the other Party a reasonable term to remedy any shortcomings, and always to seek an amicable settlement first.

12.8    In the event the Agreement is terminated, regardless of the reason, the User licence specified in Article 4 of the Agreement shall end with immediate effect. The Customer must cease all access to and use of the Software from that moment.

12.9    On termination of this Agreement, regardless of the reason, except gross error or gross negligence on the part of the Customer, DB2 shall provide the Customer, at the Customer's request, with a copy of the information in its Contractify environment within 30 days. The Customer accepts and acknowledges that DB2 has no obligation to retain such data beyond 30 days and may delete it at the end of such period.

### Article 13: Non-disclosure

13.1    Every Party undertakes, both during and after the term of the Agreement, to not disclose any information of a commercial, technical, operational or financial nature relating to the other Party or third parties which it obtains during the term of this Agreement. Confidential information includes information designated as such by the other Party or which the other Party may reasonably suspect to be of a confidential nature. The Parties shall impose the same duty of confidentiality on their employees and staff and any third parties (such as suppliers) engaged by them to perform the Agreement and the activities reasonably related thereto.

13.2    In case of a breach of article 13.1, the infringing Party shall be liable to pay the other Party fixed damages of EUR 5,000 for each breach. The onus of proof in this regard lies with the Party against whom the breach was committed.

13.3    In case the Customer discloses confidential information obtained from DB2 to third parties, DB2 shall have the right, subject to claiming the compensation specified in Article 13.2, to terminate the Agreement with immediate effect in accordance with Article 12.2, without the Customer's right to any compensation.

### Article 14: Ownership Customer

14.1.    All documents, data, files, and information uploaded by the customer to our software and services shall remain the property of the Customer at all times. DB2 does not claim any ownership rights over these materials. The customer retains complete ownership and control over the uploaded information.

### Article 15: Non-competition clause

15.1    The Customer undertakes not to develop and/or market any activities competing with DB2 in Belgium, the Netherlands and Luxembourg during the Term of the Agreement and for a period of 1 year following the end of the Agreement.

15.2    In the event that the Customer breaches the obligations specified in Article 15, he shall be liable to pay DB2 fixed damages of EUR 25,000 for each breach, to be increased by EUR 1,000 for each day that the breach continues, subject to DB2's right to claim higher compensation if the actual damage suffered is higher.

### Article 16: Applicable law and disputes

16.1    The validity, interpretation and performance of this Agreement is governed by Belgian law. Any dispute relating to the conclusion, the validity, the performance and/or the termination of this Agreement, shall be settled by the competent court in Ghent.

16.2    However, before resorting to the courts, the Parties shall negotiate in good faith with a view to resolving their dispute amicably.

### Article 17: Miscellaneous

17.1    This Agreement (including its annexes) constitutes the full agreement between the Parties relating to the aforementioned subject matter. This Agreement replaces and annuls any prior written or oral arrangement, agreement, offer, correspondence or proposal regarding the use of the Software and/or the Services. Any amendment or deviation from this Agreement shall only be binding if made in writing and validly signed by both Parties.

17.2    If any provision of this Agreement, or the performance thereof, should prove to be void or unenforceable, the other provisions shall not be affected and will retain their full effect. Where applicable, the Parties shall

draw up a new provision, which shall achieve the objectives intended by the void or unenforceable provision within the constraints of the applicable law, and include it in an annex to this Agreement.

17.3    The Customer may only transfer its rights or obligations under this Agreement to a third party with DB2's prior written consent.

17.4    Each Party shall bear its own costs in reaching and performing this Agreement.

17.5    A failure to perform its obligations under this Agreement cannot be attributed to a Party if the failure is caused by circumstances beyond the reasonable control of that Party, such as fire, floods, strikes, labour unrest or other disturbances in economic life, accidents, embargoes, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc. In this case, the performance of the Agreement shall be suspended for as long as the reason for the force majeure persists. However, if the force majeure were to persist for more than 3 months, both Parties shall be entitled to terminate the Agreement immediately without any right to compensation for the other Party.

17.6    DB2 may provide access to its API as part of the Software. Subject to the other terms of this Agreement, DB2 grants Customer a non-exclusive, non-transferable, revocable license to interact with the API solely for the purpose of interacting with the Software as allowed by the API.

Customer may not use the API in a manner, as reasonably determined by DB2, that exceeds reasonable request volume or constitutes excessive or abusive usage which can impact the DB2 system. If any of these occur, DB2 can suspend or terminate Customer access to the API on a temporary or permanent basis.

version v11-2023 applicable to all quotations with effective date as of September 1st, 2023