

General Terms & Conditions

1. DEFINITIONS

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable:

'Agreement' shall mean the Statement of Work incorporating these General Terms and Conditions and any applicable Specific Terms and Conditions.

'Bothrs' shall mean Bothrs BV with company number BE 0694.506.142 and registered office at Batterijstraat 23, 9000 Gent, Belgium.

'Customer' shall mean the customer identified in a Statement of Work.

'Deliverable' shall mean a deliverable defined in a Statement of Work.

'Force Majeure Event' shall mean an event, or series of related events, that is outside the reasonable control of the Party affected (including, but not limited to, fire, war, terrorist attack, unfavourable weather conditions, force majeure on the part of the third party suppliers of Bothrs, failures in goods, equipment, software or materials of third parties the use of which the Customer prescribes to Bothrs, government measures, disruption of internet, data network or telecommunications facilities, unavailability of third party servers, strike, unavailability of Employees and/or their equipment, general transportation problems and electricity outages).

'General Terms & Conditions' shall mean the present document entitled "General Terms & Conditions Bothrs"

'Statement of Work' shall mean an ordering document specifying the Services to be provided hereunder that is entered into between Bothrs and Customer.

'Party/Parties' shall mean Bothrs and/or Customer.

'Services' shall mean the services provided by Bothrs to Customer pursuant to a Statement of Work.

'Specific Terms and Conditions' shall mean the specific terms which may apply to various Services set out in the Statement of Work.

2. SCOPE AND DELIVERY

2.1. These General Terms and Conditions shall apply to all Agreements whereby Bothrs provides

Customer with any Services whatsoever and however described. The Specific Terms and Conditions agreed between Bothrs and Customer shall also apply to the extent that this is agreed upon in the Statement of Work.

2.2. Bothrs shall provide Customer all Services and Deliverables in accordance with this Agreement.

2.3. Bothrs shall perform the Services and provide the Deliverables in a good, diligent, workmanlike manner in accordance with industry standards in effect upon the date of performance. Bothrs shall provide all services on the basis of a reasonable effort obligation, unless and in so far as Bothrs has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

2.4. All delivery terms provided by Bothrs are provided to the best of its knowledge and are based on the data which was known or brought to the attention of Bothrs when entering into the Agreement. The mere fact that any term of delivery is exceeded shall not constitute a default of Bothrs and Bothrs shall not be bound by any terms (of delivery). If any term threatens to be exceeded, Bothrs and Customer shall consult together as soon as possible. Bothrs may charge Customer for all Services and Deliverables which were not in the initial scope at their then current hourly rates.

2.5. Part of the Services provided by Bothrs are regarded as consultancy services. Notwithstanding the foregoing, Bothrs may, upon agreement, engage third parties on behalf of Customer to assist with activities such as, but not limited to, marketing, communication, user recruitment, design, testing, support or software programming. These third parties will not be regarded as subcontractors of Bothrs and Bothrs will not be liable or responsible for these third parties. Customer accepts and acknowledges that, in relation to these third parties, the terms and conditions of these third parties will apply.

2.6. Unless otherwise set out in the Statement of Work, Bothrs will, upon completion of each Deliverable under an Statement of Work, submit a copy to Customer. Customer is responsible for reviewing the Deliverable in accordance with the provisions of the Statement of Work. If nothing has been agreed, Customer shall review the Deliverable within 15 calendar days. Customer shall notify Bothrs within 30 calendar days if any submitted Deliverable does not satisfy the agreed upon criteria. Bothrs will

use reasonable commercial efforts to correct the deficiency as soon as reasonably practicable. If no notification is given within 10 calendar days, the Deliverables are deemed to be accepted.

2.7. Even if the Agreement for the provision of Services has been entered into with a view to implementation by one or more specific individuals, Bothrs shall at all times and at its sole discretion be entitled to replace this individual with one or more other individuals (employees or freelancer) with the same qualifications.

2.8. In the event that Bothrs' Services consist out of workshops and/or talks the following shall apply:

(a) unless otherwise set out in the Statement of Work, Customer may reschedule the workshop and/or talk at any time without cost by giving at least eight weeks notice to the Customer. In such event Bothrs shall not charge any costs other than the costs related to the travel arrangements. In all other events Bothrs shall be entitled to charge for the cancelled or rescheduled workshop and/or talk and may invoice the Customer for the costs related to the workshops and/or talks, such as, but not limited to travel costs.

(b) Bothrs shall be entitled to cancel or rescheduling of a workshop and/or talk giving at least 2 days' notice.

3. FEES, PAYMENT AND PAYMENT TERMS

3.1. Payment. In consideration of the Services and/or Deliverables, Customer shall pay Bothrs the charges set forth in the relevant Statement of Work. Bothrs is entitled to invoice for services rendered.

3.2. Payment terms. Customer shall pay Bothrs within fourteen (14) days after receipt of invoice. Payments will be made without right of set-off or chargeback.

3.3. In the event of late payment by the Customer, where such payment is not subject to a good faith dispute, Bothrs shall, without prejudice to any other rights and remedies, be entitled to charge a late payment interest equal to the rate set out in the Belgian Late Payment Act (Wet van 2 augustus 2002 betreffende de bestrijding van de betalingsachterstand bij handelstransacties as amended from time to time). After expiry of the payment period, the Customer is automatically in default without any prior notice being required. The

Customer is not entitled to settlement or suspension of a payment.

3.4. As security for the correct fulfilment, Bothrs may request an advanced payment of 35% (thirty five per cent) of the total invoice amount to be paid within three banking days upon signing the Statement of Work.

3.5. Taxes. All fees, charges and other sums payable to Bothrs under this Agreement do not include VAT or other taxes or levies, excluding any taxes based on Bothrs' net income.

3.6. Additional terms and conditions in respect of the charges, invoicing and payment are set out in the applicable Statement of Work, or as the case may be, the Specific Terms and Conditions.

4. CO-OPERATION BY THE CUSTOMER

4.1. The Services provided by Bothrs to the Customer under an Statement of Work are dependent on the availability and cooperation of Customer. Customer understands and agrees to provide Bothrs any and all information and which may be necessary or useful to perform the obligations under the Agreement.

4.2. Customer shall ensure that all information and data provided to Bothrs will be complete, accurate and up-to-date. Customer indemnifies Bothrs for all damages resulting from incorrect, late or incomplete provision of information.

4.3. Customer shall ensure that the personnel used for the cooperation with Bothrs has appropriate competence and training for the assigned tasks and the necessary power of attorney for Bothrs to receive the requested information and/or documentation.

4.4. If any services by a third-party vendor contracted by Customer are necessary for the execution of the Services and/or Deliverables, Customer shall manage and coordinate them at their own costs.

4.5. Failure to comply with the obligations set out in this clause 4 (*Co-operation by the Customer*) may have an impact on the costs and timing.

4.6. In case any Bothrs personnel or subcontractors perform activities at Customer's location, Customer shall arrange, free of charge, for the facilities reasonably required by such personnel or subcontractors, such as, if required, a workroom with

telecommunication facilities etc. Customer shall indemnify Bothrs against any claims from third parties, herein included personnel or subcontractors of Bothrs, who in connection with the execution of the agreement suffer any loss caused by any action or failure to act of Customer or by unsafe situations on Customer's premises. Bothrs' personnel shall at all times remain under the exclusive authority of Bothrs.

4.7. Where relevant, Customer shall provide Bothrs with remote access, via VPN or corresponding technology, to its infrastructure in a timely fashion.

5. USE OF CONSULTANTS

5.1. For the performance of its obligations under this Agreement Bothrs will rely on its employees and/or freelance staff (hereinafter 'Consultant(s)'). Bothrs reserves the right to determine which Consultant shall be assigned to the performance of the Services, and to replace this Consultant as Bothrs sees fit throughout the duration of the Contract.

5.2. Where deemed necessary or desirable by both Parties, the Parties may also agree to charge another Consultant with the performance of obligations under this Agreement, either temporarily or permanently.

5.3. If the Consultant does not or no longer meet the set requirements, brings the Customer's good name into disrepute or does not perform or no longer the obligations under this Agreement in accordance with any reasonable definition, Customer is entitled to request Bothrs to replace the Consultant. This does not discharge Customer from its obligation to continue to pay for the Services performed by the Consultant.

5.4. If Bothrs agrees to the replacement of the Consultant, it undertakes the obligation to provide Customer with a replacement as quickly as reasonably possible. If Bothrs is unable to provide a qualified replacement within a term of two (2) weeks, the Customer is entitled to terminate the portion of the Contract pertaining to the Consultant to be replaced.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Upon full payment of any outstanding sums and in compliance with the obligations set forth in the General Terms and Conditions, the Specific Terms and Conditions and the Statement of Work, Bothrs will transfer the intellectual property rights in the Services and Deliverables.

6.2. Notwithstanding the foregoing, Customer accepts and acknowledges that Bothrs may use certain software, tools, documents, know-how which were developed by or for Bothrs prior to the start of this Agreement or outside the scope of this Agreement ("Pre- Existing Materials"). Bothrs shall remain the sole owner of these Pre-Existing Materials. To the extent that these Pre-Existing Materials are necessary to make use of the Deliverables for internal business purposes, Bothrs grants a worldwide, royalty free, non-sublicensable right to use these Pre- Existing Materials

6.3. If and insofar as Bothrs provides Customer with products of any third parties or open source software, the terms and conditions of such third parties or open source licenses shall apply with respect to such products and supersede the provisions hereof. If, for any reason whatsoever, said terms and conditions of third parties shall be deemed not to apply to the relations between Bothrs and Customer, or are declared inapplicable, the terms of this Agreement shall apply. Bothrs' liability for third party products shall in no event exceed the amounts which it receives from the relevant third party.

6.4. Notwithstanding anything to the contrary in this Agreement, Bothrs will not be prohibited or enjoined at any time by the Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known; provided however that Bothrs hereby agrees not to use any Confidential Information of Customer.

6.5. Nothing herein shall preclude Bothrs from acquiring, marketing, developing, providing or using for itself or others, services or products that have the same or similar functions to those provided to Customer by Bothrs under this Agreement, except to the extent this would result in a breach of the Bothrs' confidentiality obligations hereunder

6.6. Any materials, presentations and or documents used during the workshops and/or talks remain the sole property of Bothrs and may not be distributed to third parties without the express agreement of Bothrs.

7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

7.1. Obligation. Provided that the Customer has paid the charges to Bothrs for the use of the Services and Deliverables, Bothrs will, at its expense:

(a) defend, or at its option settle, any claim brought against Customer by an unaffiliated third party alleging that Customer's use of the Deliverables during the term of the relevant Statement of Work infringed its intellectual property rights (each, an "Infringement Claim"); and

(b) indemnify Customer against and pay (1) any settlement of such Infringement Claim or (2) any damages awarded by a final court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim

7.2. Conditions. The obligations of Bothrs in this clause 7 are conditioned upon Customer:

(a) promptly notifying Bothrs in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice will only relieve Bothrs of its obligations under this clause 7 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice;

(b) giving Bothrs, at Bothrs' expense, reasonable assistance and information requested by Bothrs in connection with the defense and/or settlement of the Infringement Claim; and

(c) tendering to Bothrs sole control over the defense and settlement of the Infringement Claim, provided that Bothrs shall not settle any action without consent of Customer, unless such settlement provides for the unconditional release of Customer from all liabilities and obligations.

Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of Bothrs, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

7.3. Exclusions. Bothrs will have no obligation to Customer to the extent any Infringement Claim or resulting award:

(a) arises out of any unauthorized use, reproduction or distribution of the Deliverables;

(b) arises out of the modification or alteration of the Deliverables by anyone other than Bothrs or a by Bothrs approved third party;

(c) is based on any information, designs, specification, instruction, service, data or material not furnished by Bothrs;

(d) arises out of any violation of the terms and conditions of any third party software or open source software by Customer.

7.4. Certain remedies. If the Deliverables are, or in Bothrs' reasonable opinion are likely to become the subject of an Infringement Claim and/or injunction as the result of an Infringement Claim, Bothrs may, at its expense and option, elect to either:

(a) obtain the right for Customer to continue the use of the Deliverables in accordance with this Agreement,

(b) make such alterations, modifications or adjustments to the Deliverables to make it/them non-infringing, but substantially functionally equivalent;

(c) replace the Deliverables with a non- infringing substantially similar substitute; or

7.5. if neither (a), (b) or (c) can be achieved after the exercise of commercially reasonable efforts, terminate the right of use and refund Customer any unused, prepaid fees with respect to the affected part of the Deliverables.

7.6. This clause 7 states the entire liability and obligations of Bothrs and Customer's exclusive remedy with respect to any actual or alleged infringement of third-party intellectual property rights in relation to the Deliverables.

8. PROCESSING OF PERSONAL DATA

8.1. Bothrs does not seek or require, and Customer shall use commercially reasonable efforts not to provide Bothrs with, access to (or the means to access) personal data (other than personal data relating to Customer personnel that is obtained by Bothrs in the ordinary course of maintaining its business relationship with Customer).

8.2. If Bothrs nonetheless would be processing Personal Data in order to perform its obligations under

the Agreement, Customer shall act as data controller and Bothrs as data processor of such personal data as these terms are defined in Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. In such event the rights and obligations of the Parties will be set out in a separate data processing agreement.

8.3. In any event Customer ensures that the personal data that Customer supplies or discloses to Bothrs has been obtained fairly and lawfully and that Customer will obtain all necessary approvals from persons whose personal data is being processed and registrations with authorities (as applicable) to permit Customer to transfer the personal data to Bothrs.

9. CONFIDENTIALITY

9.1. Each Party undertakes to keep confidential all information (written or oral) of a confidential nature regarding the business operations, strategies, plans, way of working, customers, technical and commercial information and prices of the other Party which have been obtained or received prior to this Agreement or which the Party will obtain or receive during the term of this Agreement, save for information which is:

- (a) already in its possession without restrictions as to use or disclosure other than a result of this clause 9 (*Confidentiality*);
- (b) or becomes a part of the public domain through no act or omission of the other Party;
- (c) is lawfully received from a third party without restrictions as to use or disclosure; or
- (d) required by a court of law or other competent authority (including but not limited to public authorities).

9.2. Each Party hereby undertakes:

- (a) to keep the confidential information secret and not disclose it, in whole or in part, to any person other than (i) with prior written consent of the disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such confidential information for the sole purpose of complying with its obligations under this Agreement. The receiving Party shall ensure that these parties are bound by confidentiality obligations

which are not less stringent than those set out in this Agreement;

- (b) to use the confidential information solely in relation to this Agreement and to refrain from using such confidential information in any manner which could prejudice the disclosing Party; and
- (c) to use the same degree and care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to ensure the confidentiality of such confidential information and avoid any third party to use or have access to the confidential information; and
- (d) upon the written request of the disclosing Party, to forthwith and promptly return or, at the direction of the disclosing Party, destroy, any and all confidential information. Notwithstanding the foregoing, either Party shall be entitled to retain a copy of the confidential information to comply with its legal or compliance obligations, or to retain one copy of the confidential information to the extent that this is necessary for that Party to manage or participate in a dispute with the other Party.

9.3. If the receiving Party is required to disclose confidential information by law or a competent court, the receiving Party shall, to the extent allowed, use reasonable efforts to give advance notice of such compelled disclosure to the disclosing Party, cooperate with the disclosing Party in connection with any efforts to prevent or limit the scope of such disclosure and/or use of such confidential information, take reasonable precaution to disclose the minimum amount necessary and seek to protect the confidentiality of such disclosed information.

9.4. Notwithstanding anything else in this Agreement, Bothrs shall have the right to collect and analyse data and other information relating to the use and performance of various aspects of the Services. Bothrs will be free to (i) use such information and data during and after the term hereof to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Bothrs offerings, and (ii) disclose such data in aggregate provided that such data or information does not directly or indirectly identify Customer's confidential information.

9.5. Each Party shall, however, have the right to announce the entering into of this Agreement (and any other agreements in connection therewith) by

issuing press releases, on homepages or any other means.

9.6. This clause 9 shall survive the expiry or termination of this Agreement for a period of five (5) years.

10. LIMITATION OF LIABILITY

10.1. All obligations of Bothrs under this Agreement are obligations of means (*'inspanningsverbintenis'* or *'obligation de moyen'*). If Bothrs fails in the execution of its obligations, it is exclusively bound to provide the Services and/or Deliverables again (*i.e.* repair by performing the agreement). Only if this is not possible, will Bothrs be held to compensate the direct losses within the limits described in these terms and conditions.

10.2. Neither Party will in any event be liable under this Agreement or the termination thereof for any loss of profits, loss of data, loss of revenues, loss of use, loss of anticipated savings, interruption of business activities, damages to third parties or third parties' goods or indirect or consequential damages of any kind.

10.3. Bothrs' aggregate liability for all damages and indemnities arising out of or related to this Agreement, whether in contract or tort, or otherwise, shall be limited to the total amount due by the Customer as set out in the Statement of Work. Notwithstanding anything to the contrary, our limitations of liability under this clause 10.3 shall not apply to wilful misconduct or other damages which can not be excluded by the applicable law.

11. TERM AND TERMINATION

11.1. Unless otherwise agreed between the Parties in the Statement of Work, the Agreement will commence as set forth in the Statement of Work and expire upon completion of the Services as set forth in the Statement of Work.

11.2. Either Party shall have the right to immediately terminate this Agreement if (i) the other Party has committed a material breach of this Agreement, and has not rectified the same within thirty (30) calendar days after receipt of written notice from the non-breaching Party specifying the breach, (ii) in the event of proof of fraud committed by the other Party or (iii) the other Party becomes the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment

for the benefit of its creditors or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or if a receiver or administrator is appointed over its assets.

11.3. Without prejudice to any other rights or remedies that Bothrs may have, if this Agreement is terminated (irrespective of the reason therefore), Bothrs shall always be entitled to charge Customer for Services and Deliverables provided and costs incurred up to the date of termination.

11.4. Any termination of this Agreement shall not affect (i) any accrued liabilities and rights of the Parties prior to such termination, and (ii) any provision of this Agreement that is expressed to survive its expiration or termination.

11.5. Customer explicitly waives the application of article 1794 of the Belgian Civil Code.

12. NON-SOLLICITATION

12.1. During the term of the agreement and for a period of one year thereafter, Customer agrees that it will not actively approach the employees or self-employed staff of Bothrs directly or indirectly with the intention of engaging these employees or self-employed staff.

12.2. In the event of a breach of clause 13.1 (*Non-solicitation*), Customer will pay to Bothrs a fixed sum equal to the total cost of the employee or self-employed staff involved over a period of twelve months.

13. FORCE MAJEURE

13.1. If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

13.2. A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (a) promptly notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.

13.3. A Party whose performance of its obligations under this Agreement is affected by a Force Majeure

Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

14. MISCELLANEOUS

14.1. Entire Agreement. The Parties agree that this Agreement (including any Statement of Work hereunder) constitutes the entire agreement between the Parties and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the Parties with respect to the subject matter hereof.

14.2. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable.

14.3. Non-waiver. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

14.4. Order of precedence. In the event of a conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) Statement of Work, (ii) the Specific Terms and Conditions and (iii) these General Terms and Conditions. For avoidance of doubt, the Parties expressly acknowledge and agree that any additional terms such as purchase or invoice terms shall not apply even if these terms say differently.

14.5. Assignment. Neither Party may assign the Agreement in whole or in part without the prior written consent of the other Party, provided that no such consent will be required to assign the Agreement in its entirety to (i) an Affiliate that is able to satisfy the obligations of the assignor under the Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning Party's assets.]

14.6. Subcontracting. Bothrs is entitled to use subcontractors for the performance of its obligations under the Agreement.

14.7. Notices. Any notice or other communication under this Agreement given by either Party to the other (other than the normal daily communication) will be deemed to be properly given if given in writing and delivered in person or by email, if acknowledgement received by return email or followed within one day by a delivered or mailed copy of such notice, or if mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified in the Statement of Work. Either Party may from time to time change its address for notices under this clause by giving the other Party notice in accordance with this clause.

14.8. Relationship of the Parties. Bothrs is entirely free and independent in performing the Services. There is no hierarchical relationship between Bothrs (or employees, agents or subcontractors on which Bothrs relies for the execution of the Services under this Agreement) and the Customer. Nothing in this Agreement shall be construed as a creation of partnership, joint venture, agency or otherwise between the Parties. Neither Party has the right to enter into an agreement in name of the other Party.

14.9. Survival. All provisions of the Agreement which are expressly marked to survive the termination or expiration of the Agreement, as well as all provisions of the Agreement which aim to enforce or execute the Agreement after the termination or expiration of the Agreement shall survive the Agreement and remain in full force.

15. GOVERNING LAW AND JURISDICTION

15.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Belgian laws, excluding the Vienna Sales Convention of April 11, 1980.

15.2. Each Party irrevocably agrees that the courts of Ghent shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation which cannot be settled in an amicable way.

15.3. Any claim of the Customer relating to Services must be filed within six (6) months after the date on which the Customer became aware of the events which gave rise to the claim.

1. DEFINITIONS

1.1. Supplementary to clause 1 of the General Conditions (*Definitions*), in these Specific Terms and Conditions for Development Services, the concepts and expressions with an initial capital have the following meaning:

'Application' shall mean the custom made software, tools, applications, websites, chatbots and/or computer software, including third party software programs made available to Customer by Bothrs, specifically restricted to the executable version (the so-called "object code").

'Application Backlog' shall mean a high-level list of all User Stories prioritized by Customer.

'Product Owner', also called, Single Point of Contact ("**SPOC**"), shall mean the person representing the Customer in the development of the Application who shall take all decisions relating to the Application and the actual day-to-day development and who has sufficient knowledge, experience, and all the necessary authorisations to do so..

'Definition of Done' shall mean the acceptance criteria as agreed between Parties to determine when a User Story is complete.

'Development' shall mean the iterative process of defining, designing, building, testing, accepting and documenting the Application.

'Development Team' shall mean a group of people consisting of staff of Bothrs and/or Customer with cross-functional skills that are responsible for carrying out the Development among which the Product Owner.

'Sprint Backlog' shall mean a list of the work to be carried out during a Sprint consisting of one or more Work Items.

'Sprint' shall mean the period for the Development of the Work items listed on the Sprint Backlog.

'Key Personnel' shall mean the employees and/or contractors that are identified by both Parties to be of importance for the development of the Application as listed in the Statement of Work, as may be amended from time to time.

'Project Manager' (also called Product Manager) shall mean the person representing Bothrs in the

development of the Application who shall take all decisions relating to the Application and the actual day-to-day development and who has sufficient knowledge, experience, and all the necessary authorisations to do so.

'Release' shall mean a group of User Stories that are clustered together to form a distinct part of the Application that will be released to end users at a given time.

'User Story' shall mean a high-level description of a potential feature or functionality of the Application to which an estimated business value is assigned.

'Work Item' shall mean a concrete feature or functionality to be developed during a Sprint that is based on a User Story and that has been assigned a Definition of Done.

2. SCOPE

2.1. These Specific Terms and Conditions shall apply to the extent that this is agreed upon in the Statement of Work.

2.2. The provisions of these Specific Terms and Conditions are inextricably linked to the provisions of the General Terms and Conditions. In the event of any conflict between the provisions of the General Terms and Conditions and these Specific Terms and Conditions, the latter shall prevail.

3. DEVELOPMENT PRINCIPLES AND ORGANIZATION

3.1. Bothrs will provide Application development services for Customer. Parties acknowledge that an agile approach requires close and continuous collaboration and communication between the Parties and has short work cycles. Close and continuous collaboration and communication give Customer optimum control of the realization, cost and timing of the software development in any stage. Customer acknowledges that an agile approach, is radically different from traditional approaches of development commonly summarized as waterfall methodologies. Customer understands and agrees that Bothrs will develop the Application in accordance with this agile approach.

3.2. Parties will agree on the following guiding principles in the Statement of Work for the Development of the Application:

- i. The duration of each Sprint. This period will be fixed during the Development;
- ii. The use of Releases (if any);
- iii. Specific timing requirements for realizing certain User Stories or (if any) the Releases;
- iv. Any time constraints regarding the Development, in particular following from the planning of Sprints in actual calendar time;
- v. Any timing constraints regarding the testing and acceptance of the User Stories by the Customer;
- vi. The technical and operational requirements the Application has to meet;
- vii. Development tools and other software tools to be used, including who will acquire, run and/or host these tools;
- viii. The evaluation at the end of each Sprint with the purpose to improve the working process.

3.3. Customer shall appoint the Product Owner and Bothrs shall appoint the Project Manager in the Statement of Work. These persons are considered to be Key Personnel.

3.4. In addition, Parties will establish the composition of the Development Team(s) in terms of number of teams, members and roles in the Development process and agree on which members will be considered Key Personnel.

3.5. Personnel made available by either Party to contribute the Development shall not work under the direction or supervision of the other Party. Under no circumstances whatsoever shall a contract of employment between a Party and any member of the other Party's personnel arise.

3.6. Bothrs shall develop the Application with care, whilst observing the specifications or the design of the Application and – where appropriate – whilst observing the project organisation, methods, techniques, agreements and/or procedures agreed between the Parties.

3.7. The development activities of Bothrs shall always be carried out on the basis of an obligation to perform to the best ability and

insofar as the Statement of Work has specifically granted a result and the result concerned has moreover been sufficiently defined.

4. APPLICATION BACKLOG

4.1. Before starting with a Sprint, Parties shall establish the Application Backlog. To that end, Parties shall:

- i. Discuss and define the User Stories for the Application;
- ii. Assign a business value to each User Story;
- iii. Prepare the Application Backlog by populating it with all User Stories prioritized by business value. Customer understands and agrees that the actual order of development can be influenced by technical or other dependencies;
- iv. If applicable, identify Releases as part of the Application Backlog;
- v. Deliver a draft of the Application Backlog to the Product Owner for approval.

4.2. The activities of clause 4.1 shall be carried out by the Product Owner and the Project Manager. With the exception of assigning a business value to a User Story and without prejudice to the approval to clause 4.3., all decisions will be taken jointly.

4.3. The Product Owner will review the Application Backlog and confirm the final version. Any comments shall be discussed in accordance with clause 4.2 and finalized after that meeting. In the event Customer does not provide any comments, the project and Application Backlog is deemed to be accepted and shall authorise Bothrs to commence the Development of the User Stories. This final version is the starting point and baseline of the Development. During the Sprints this backlog can change, and any change will be compared to the original baseline.

4.4. During the course of the development the Application Backlog shall be maintained by the Product Owner by keeping track of and documenting the progress of the realization of the User Stories contained in the Application Backlog.

5. SPRINTS

5.1. Prior to each Sprint, the Parties shall set up the Sprint planning. This may include, amongst others:

- i. Establishment of deviations, if any from the composition of the Development Team(s), including the number of members involved and the relevant roles;
- ii. Discussion on the Sprint Backlog by identifying User Stories to be developed;
- iii. Establishment of the Sprint User Stories from the Application Backlog;
- iv. Assignment of a Definition of Done to each User Story, thus defining the Work Items.

After the Sprint planning, Bothrs will send out a email which sets out the Work Items developed during the next sprint. Any objection thereto must be notified within one (1) calendar day. Failure to object within this timing will entitle Bothrs to commence the Sprint (and to invoice for the Work Items/User Stories developed during that Sprint).

5.2. If agreed under clause 5.1., Parties shall, when populating the Sprint Backlog, reserve Sprint capacity for rework that may be required after testing to complete a Work Item.

5.3. The activities of clauses 5.1. and 5.2. shall be carried out by the Development Team(s).

5.4. At the end of each Sprint, the Parties shall:

- i. Identify the Work Items that meet their respective Definition of Done;
- ii. Let Customer test and accept the Work Items. If the Work Items are accepted the corresponding User Stories from the Application Backlog shall be set as “done”. If the Customer fails to provide its feedback at the end of the following Sprint, the Work Items are deemed to be accepted and shall be set as “done”;
- iii. Discuss the progress of Work Items that do not meet their respective Definition of Done and revert the corresponding User Stories back to the Application Backlog;
- iv. Review the results from the Sprint and the progress achieved, including the speed and quality of the Development;
- v. Evaluate the working process of the Development Team.

5.5. Any disputes regarding the Definition of Done of a Work Item that cannot be resolved in accordance with clause 5.4.iii shall be escalated to the Project Manager and the Product Owner.

5.6. Any User Story that has been set as “done” from the Application Backlog pursuant to clause 5.4.i. shall be considered accepted by Customer. For the avoidance of doubt, such acceptance does not require a written sign-off or shall otherwise be subject to any specific acceptance procedure.

6. RELEASES

6.1. If Parties agree to work with Releases, Parties shall as soon as all Work Items (or User Stories) belonging to a Release are tested and set as “done”, or otherwise in accordance with the applicable planning, discuss and establish the tasks required for the Release in accordance with the Statement of Work.

7. BOTHRS' OBLIGATIONS

7.1. Bothrs' members of the Development Team shall have the experience, knowledge and skills to perform the tasks and roles assigned to them.

7.2. Bothrs shall provide for consistency of the Development Team during all Sprints when replacing or re-assigning its members.

7.3. Bothrs shall make available members of the Development Team in accordance with the Statement of Work.

8. CUSTOMER'S OBLIGATIONS

8.1. Customer shall pay any and all outstanding fees in accordance with the General terms & Conditions, these Specific Terms and Conditions and the Statement of Work.

8.2. Customer shall comply with any and all obligations under the Agreement.

8.3. Provide all information required or otherwise requested by Bothrs for the Development of the Application.

8.4. Provide all assistance, including but not limited to the assistance that is necessary to achieve the Application.

8.5. Customer warrants:

- i. That the Product Owner appointed in accordance with clause 3.3. has the internal mandate to make all decisions under this Agreement, including but not limited to the business, technical and operational aspects regarding the Development of the Application, and is duly authorized by Customer to act on its behalf;
- ii. That the Product Owner will make timely decisions without causing delay to the Development;
- iii. That its members of the Development Team have the skills required to perform the tasks and roles assigned to them and to participate in and contribute to timely Development.

9. CHANGE OF KEY PERSONNEL

9.1. Parties acknowledge the importance of the continuous involvement of Key Personnel for the Development with a view to quality and continuity of their staff. Therefore, Parties shall, subject to clause 9.3., not replace any of its Key Personnel during the execution of the Development.

9.2. Each Party may suggest to add or remove Key Personnel, which change shall be effective subject to the written approval of the other Party. In this case, Parties shall amend the relevant section(s) of Statement of Work accordingly.

9.3. If Personnel leaves the employment of either Party or otherwise becomes unavailable for reasons beyond the relevant Party's reasonable control, this Party may replace the relevant employee with personnel with comparable training and experience (in particular regarding the skills required for working with the Development method under this Agreement), provided that:

- i. This Party shall promptly notify the other Party of the termination or unavailability of any such Key Personnel;
- ii. The other Party shall have the right to approve any replacement personnel for such Key Personnel proposed by the other Party, which approval shall not be unreasonably withheld or delayed.

9.4. In any event, the Party replacing Key Personnel will ensure the appropriate and efficient knowledge transfer between the relevant members of the staff and will take the costs thereof.

9.5. Parties may agree that the entire Key Personnel is fully available for certain periods to ensure progress in critical Development phases, to which end each Party shall ensure that its Key Personnel is not on vacation or otherwise on leave, unless explicitly agreed otherwise in writing.

10. DEVELOPMENT OF THE APPLICATION

10.1. Parties agree that Development of the Application shall meet the requirements set out in the Statement of Work, which contains, inter alia, the applicable programming language(s), the tools used for Development, the operating parameters/environment for the Application (including compatibility/interoperability) and any applicable standards (e.g., relating to the quality of the Source Code).

10.2. If nothing has been agreed in the Statement of Work, the Application shall only support the three latest versions of (i) Internet Explorer, (ii)

11. TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

11.1. Upon full payment of any outstanding sums and in compliance with the obligations set forth in the General Terms and Conditions, the Specific Terms and Conditions and the Statement of Work, Bothrs will transfer the intellectual property rights. Customer acknowledges that Bothrs is given the right to use the Application, unless otherwise agreed in the Statement of Work.

11.2. Bothrs is not obliged to make auxiliary computer software and software of data libraries required for the use and/or maintenance or the Application available, unless otherwise agreed in writing. If, in deviation of the above, Bothrs also makes auxiliary computer software and/or program or data libraries available, Bothrs may request that Customer enters into a separate written Agreement for that. In that event the provision shall be invoiced separately against the usual Bothrs rates.

11.3. Bothrs' performance obligations do not include the maintenance of the Application and/or provision of support to the user of the Application, unless otherwise agreed in writing. These actions and services shall be invoiced separately against the usual rates when the occasion arises.

11.4. Bothrs does not guarantee that the Application developed by order of Customer is suitable for the actual and/or intended use by Customer. Neither does Bothrs guarantee that the Application shall operate without interruptions, errors or defects nor that all errors and defects shall be remedied.

1. DEFINITIONS

1.1. Supplementary to clause 1 of the General Conditions (*Definitions*), in these Specific Terms and Conditions for Hosting Services, the concepts and expressions with an initial capital have the following meaning:

'Application(s)' shall mean the application(s), software, tools, websites, chatbots and/or computer software of the Customer as set out in the Statement of Work which may be hosted, maintained or supported in accordance with the terms of the Agreement.

'Hosting Service' shall mean the hosting of the Application by Bothrs or its subcontractors.

2. SCOPE

2.1. These Specific Terms and Conditions shall apply to the extent that this is agreed upon in the Statement of Work.

2.2. The provisions of these Specific Terms and Conditions are inextricably linked to the provisions of the General Terms & Conditions. In the event of any conflict between the provisions of the General Terms & Conditions and these Specific Terms & Conditions, the latter shall prevail.

3. AVAILABILITY

3.1. To the extent expressly agreed upon in the Statement of Work Bothrs shall provide Hosting Service in relation to the Application.

3.2. Bothrs provides an Availability of 97% or higher of the Application as measured per quarter. This 97% Availability is only applicable to the production environment and not to potentially agreed test, training or other non- production environments. Availability means that the Application hosted by Bothrs is available for access and use by the Customer over the internet ("**Availability**").

3.3. The Availability shall be calculated in accordance with the following formula:

$$\text{Availability (\%)} = ((\text{SL} - \text{DT}) / \text{SL}) * 100$$

- SL meaning the Service Level, i.e. 24 hours a day, every day of the quarter.
- DT or Downtime, meaning the period within the SL that the Application is not available. Downtime is calculated from when the failure was reported by the Customer until the Application is available again.

Downtime shall not include (i) interruptions due to problems in the systems of Customer and/or its end users, (ii) interruptions which result from a Force Majeure Event, (iii) interruptions due to network availability or bandwidth limitations outside Bothrs' network and the network of its subcontractors, (iv) scheduled maintenance as set out in clause 4.3, (v) interruptions caused by Customer and/or its end users (including, as the case may be, a failure to use the Application in accordance with the documentation) (vi) interruptions caused by connections between various Applications.

4. MAINTENANCE

4.1. To the extent agreed upon, Bothrs shall provide maintenance services in relation to the Application under the conditions set out in this Agreement.

4.2. When providing such maintenance services, Bothrs may be required to make changes or updates to the specifications in relation to the Application (such as infrastructure, security, technical configuration, application or platform features, interfaces, ...) during the term of the Agreement, including to reflect changes in technology, industry practices and patterns of system use.

4.3. Bothrs shall provide maintenance with reasonable skill and care. Where the maintenance services are provided in combination with Hosted Services, the Parties agree that schedule maintenance does not count as Downtime. Bothrs shall inform Customer via email of any scheduled maintenance (*i.e.* starting point of the maintenance and expected duration) at least 5 business days in advance that is likely to affect the access and/or use of the Application. Whenever possible, Bothrs shall use its best efforts to perform the scheduled maintenance outside business hours.

4.4. To the extent that Bothrs provides the maintenance services in combination with the Hosted Services, Bothrs may in its sole discretion take the Application down for unscheduled maintenance. Bothrs will take all reasonable effort to inform Customer in advance and if not possible inform Customer within 48 Business Hours after the start of the unscheduled maintenance. Information will be provided via email to the Customer. Unscheduled maintenance will be counted as Downtime for the purpose of calculating the Availability.

5. SUPPORT

5.1. To the extent agreed upon, Bothrs shall provide support services in relation to the Application under the conditions set out in this Agreement.

5.2. Customer shall be entitled to contact the Bothrs support desk via email or by telephone. Customer shall identify a Single Point of Contact (“**SPOC**”) who is authorised to contact the support desk. Customer can contact the support desk to:

- i. Receive technical support;
- ii. Report an Incident;
- iii. Receive operational support.

5.3. Notwithstanding the foregoing, Bothrs shall not be required to provide any support in relation to (i) any software, tools or services which are not part of the Application, (ii) incidents caused by using the Application in a way that is not supported or not in compliance with the relevant documentation and (iii) incidents caused by Customer or its end users.

5.4. The contact details of the support desk are the following:

email: support@bothrs.com

Telephone: 0499486586

5.5. Bothrs can be contacted by telephone and email 9:00 A.M. to 5:00 P.M. from Monday to Friday on Belgian business days.

5.6. When reporting an incident, Customer shall provide Bothrs with the following information in Dutch or English:

- i. The name and job title of the user;
- ii. A short description of the incident and how it is manifested;
- iii. How the incident can be reproduced or verified;
- iv. In what situations the incident occurs;
- v. The type of device used;
- vi. The effects of the incident; and
- vii. Any other relevant information (screen prints, logs, etc.)

5.7. Customer shall inform Bothrs of incidents without undue delay following the detection thereof.

5.8. Incidents are classified by Bothrs in accordance with the definitions set out below:

- High Priority Incidents: (i) security incident which occurs related to the Application; (ii) the Application has significantly reduced functionality

or performance, which is critical to Customer’s business and no good work around is available.

- Medium Priority Incidents: the Application has significantly reduced functionality or performance and there is no acceptable work around available.
- Low Priority Incidents: The Application has reduced functionality and performance which is not a Medium Priority incident.
- Other Incidents: Minor defects or remarks from Customer suggesting changes in the Application in order to improve usability, to correct significant faults (*i.e.* faults which do not affect the daily use of the Application).

5.9. An incident only exists when such can be demonstrated and reproduced.

5.10. In relation to incidents, Bothrs shall adhere to the response times set out below. These response times are measured from receipt of Customer in accordance with Clause 5.5 and 5.6.

- Response time High Priority Incidents: 1 business day;
- Response time Medium Priority Incidents: 2 business days;
- Response time Low Priority Incidents: 5 business days;
- Response time Other incidents: N/A.

5.11. Bothrs shall make reasonable attempts to resolve the incident as soon as reasonably possible. Bothrs shall have no obligation to correct the incident in respect of:

- Incidents resulting from any modifications of the Application made by any other person than Bothrs or a third party authorised by Bothrs;
- The incorrect use of the Application or the use of the Application in conflict with any instructions from Bothrs.

5.12. Bothrs shall never be responsible for the repair of mutilated or lost data.