

GENERAL TERMS AND CONDITIONS ARDIS®

These general terms and conditions (hereinafter "General Terms and Conditions") apply to all legal relationships with **ARDIS Information Systems NV**, having its registered office at Brugstraat 93, 9880 Aalter (Belgium) and registered with the Central Enterprise Databank under number 0442.914.866, as well as to all legal relationships with its affiliated companies, including Ardis US Inc. (hereinafter referred to as "ARDIS®").

1. Applicability

1.1. These General Terms and Conditions govern the legal relationship between ARDIS® and the Customer, in combination with the content of the agreement concluded between ARDIS® and the Customer (hereinafter the "Agreement"), the written offer from ARDIS® with respect to the Software, the Cloud Solution, the Hardware, or the ARDIS® Enhancement Plan (hereinafter the "Quotation") and/or Customer's order of Software, the Cloud Solution or the ARDIS® Enhancement Plan (hereinafter the "Order").

1.2. By placing an Order, accepting an Order (in writing), concluding an Agreement and/or paying the Customer the prices described in an Order or Quotation, it is presumed that the Customer accepts application of the General Terms and Conditions and that the Customer irrevocably renounces application of any of its own general terms and conditions, even if ARDIS® has not explicitly countered them.

1.3. Deviations from these General Terms and Conditions are only possible after prior, explicit and written agreement between ARDIS® and the Customer.

1.4. Obligations arising from the General Terms and Conditions, an Agreement, a Quotation or an Order are not transferable by the Customer to third parties.

2. Quotations and Orders

2.1. Orders are only binding after they have been confirmed in writing by ARDIS®. Unless otherwise agreed in writing, the provisions in a Quotation are valid for 30 days.

2.2. When a Quotation or Order gives rise to the conclusion of an Agreement, the Agreement replaces all previous verbal and written agreements between ARDIS® and the Customer regarding the specific topic. Unless otherwise agreed in writing in the Agreement, these General Terms and Conditions apply to the Agreement.

3. Prices

3.1. Prices quoted are always expressed in euros and exclusive of taxes and duties of any nature whatsoever, unless explicitly indicated or agreed otherwise.

3.2. The prices are always based on the rates applicable at the time of delivery.

3.3. Changes in suppliers' prices that impact the prices of ARDIS® may be passed on, in full, by ARDIS® to the Customer (e.g. prices for the ARDIS® data centre or third-party software).

4. Payment

4.1. Invoices are payable in cash on the invoice date, unless stated otherwise on the invoice.

Unless otherwise agreed, the Customer must pay the invoices within eight days of the invoice date.

4.2. In the absence of full payment of an invoice within eight days of the invoice date, ARDIS® is entitled, by operation of law and without prior notice of default, to a late payment surcharge of 2% as from the invoice date.

In the absence of full payment of an invoice within thirty days of the invoice date, the Customer shall, in addition to the late payment surcharge, be liable by operation of law and without prior notice of default, to pay fixed indemnification to ARDIS®, equal to 20% of the total invoice amount, with a minimum of EUR 50 per invoice.

Without prejudice to the foregoing, ARDIS® always has the right to claim compensation for the actual damage suffered, if higher.

4.3. In the absence of full payment of one invoice on its due date, ARDIS® has the right to make all outstanding and not yet due invoices towards the Customer payable with immediate effect and without prior notice of default, as well as to suspend all programmes, licenses and/or deliveries.

5. Hardware Keys - Software Keys

5.1. Only Hardware Keys can become the property of the Customer. All other systems, techniques or programmes, including the Software and the Cloud Solution, remain the property of ARDIS® at all times.

5.2. The Customer acknowledges and accepts that ARDIS® remains the owner of the Hardware Keys until full payment of the invoices relating to the Hardware Keys by the Customer.

5.3. In case of overdue payment, ARDIS® is legally entitled to take back the Hardware Keys and/or deactivate the Hardware Keys and/or the Software Keys.

6. Hardware – Third-Party Software

6.1. If ARDIS® sells hardware, paperware and/or third-party software to the Customer, ARDIS® is in no way responsible for the (functioning of the) Hardware, paperware and/or software of these third-party suppliers. With regard to such Hardware, paperware and/or software, the Customer acknowledges and accepts that it can only address the third-party supplier for any damages, claims or entitlements related to or arising from the Hardware, paperware and/or software belonging to such third-party suppliers.

7. Delivery and execution deadlines

7.1. The specified delivery and execution times are only indicative and are not binding on ARDIS®. Except in the case of intent or fraud, delays in delivery and execution deadlines cannot give rise to any form of compensation or interest on the part of the Customer, or to a right on the part of the Customer to terminate the legal relationship with ARDIS®.

8. Cloud Solution

8.1. ARDIS® can temporarily suspend all or part of the Cloud Solution for preventive, corrective or adaptive improvements. ARDIS® shall not extend the duration of the decommissioning beyond what is necessary and shall, where possible, have the improvements carried out outside office hours.

8.2. ARDIS® can implement a new or modified version of the Cloud Solution at any time. ARDIS® is not required to maintain, modify or add any specific features or functionalities of the Cloud Solution.

9. ARDIS® Enhancement Plan

9.1. For a period of 1 month after the activation of the License, the Customer will be offered all updates and telephone assistance relating to problems with the Software, the Cloud Solution, the Hardware Keys, the Software Keys or the use thereof free of charge.

From 1 month after activation of the License, the Customer shall be entitled to the following ARDIS® enhancement plan (hereinafter "ARDIS® Enhancement Plan") upon the Customer paying a fee. As from payment, the Customer shall be deemed to have approved an ARDIS® enhancement plan subscription (hereinafter "ARDIS® Enhancement Plan Subscription") subject to the conditions provided below in Articles 9.2. et seq.

Unless otherwise agreed, the Customer shall pay the fee for the ARDIS® Enhancement Plan within eight days of the Customer ordering the ARDIS® Enhancement Plan and within eight days after each anniversary date of the closure of the ARDIS® Enhancement Plan Subscription.

9.2. At the Customer's simple request, ARDIS® can contact the manager designated by the Customer or the end customer to assist in resolving the Software, Cloud Solution, Software Keys or Hardware Keys issue.

9.3. If remote assistance is not sufficient, the Customer may request on-site assistance from ARDIS®. Such on-site assistance shall be free of charge up to a maximum of four hours (travel time included) per year, after which it shall be charged according to the hourly rates in force at the time.

9.4. From the complimentary assistance, the following are excluded: (i) travel and accommodation costs; and (ii) interventions for problems that are not attributable to ARDIS®, e.g., operating errors, adapting and correcting own system settings (e.g. macros, element calculations, reports, post-processors, etc.), failure to consult the manual, not consulting the help functions or the Customer making changes to the Software without permission from ARDIS®, as well as any errors, defects or faults in Customer or third-party hardware or other software. Any international telephone calls shall be charged to the Customer at the normal rate.

9.5. All general improvements, updates, patches and new versions of the Software brought to the Software by ARDIS®, are made available online by ARDIS® to the User. It is the sole choice and responsibility of the User whether or not to install and implement them.

9.6. Replacing or exchanging Hardware Keys for Customers with an ARDIS® Enhancement Plan Subscription is executed at net price.

9.7. An ARDIS® Enhancement Plan Subscription is concluded for a term of 1 year unless otherwise agreed in writing.

Unless otherwise agreed, the ARDIS® Enhancement Plan Subscription is automatically renewed after the expiration date for the same duration, subject to termination by registered mail by ARDIS® or by the Customer, subject to a notice period of 60 days prior to the expiration date.

9.8. The fee for the ARDIS® Enhancement Plan is fixed for the initial duration of the ARDIS® Enhancement Plan Subscription and is tied to the applicable price index for each renewal.

10. Commitment of Effort

10.1. ARDIS® will endeavour to make the Software, the ARDIS® Enhancement Plan and the Cloud Solution available

and implemented in accordance with good computer practices. The Software, the ARDIS® Enhancement Plan and the Cloud Solution are implemented and made available based on an effort commitment, unless expressly agreed otherwise in writing.

11. Intellectual Property Rights

11.1. All Intellectual Property Rights relating to the Software and Cloud Solution made available to the User are and remain the property of ARDIS®.

A Quotation, Order or Agreement in no way implies a transfer of Intellectual Property Rights relating to the Software and/or the Cloud Solution.

11.2. The User obtains a non-transferable, non-sublicensable and non-exclusive license to use the Software and/or the Cloud Solution for its internal business purposes and on one device, unless otherwise agreed in writing between ARDIS® and the Customer, and for the duration as agreed between ARDIS® and the Customer (the "License"). The License is limited to the application of the Software or the use of the Cloud Solution on one device within the Customer's own company, unless otherwise agreed in writing between ARDIS® and the Customer.

11.3. The User shall not infringe the Intellectual Property Rights of ARDIS® or commit other actions that cause the value of the Intellectual Property Rights of ARDIS® to be harmed or adversely affected in any way. This means, without being exhaustive, that the User shall not reproduce, multiply, edit, publish, translate, adapt, arrange, hire out, operate, commercialise, reverse engineer, disassemble or decompile the Software and/or the Cloud Solution and shall not use them in any other infringing way, in whole or in part, in original or altered form, for commercial or non-commercial purposes.

11.4. The Software, Cloud Solution and/or the results thereof may not be made available directly or indirectly by the Customer and/or the User to third parties without the written consent of ARDIS®.

11.5. The Software uses files. If databases are required, the licenses for them are not included in the Quotation or Agreement, unless otherwise agreed in writing.

12. Warranty

12.1. The Software is provided and the Cloud Solution is made available on an "as is" basis without any guarantee that the Software and/or the Cloud Solution will always work without interruption, errors or other defects, or that all errors and defects will always be corrected. When concluding an ARDIS® Enhancement Plan Subscription, ARDIS® is committed to using all available means to correct errors and defects in the Software and Cloud Solution.

ARDIS® only guarantees that the Software and/or the Cloud Solution have been developed and made available in accordance with the applicable industry standards. Unless otherwise agreed, ARDIS® does not warrant that the Software and/or the Cloud Solution is suitable for a particular use intended by the Customer.

12.2. ARDIS® reserves the right to change, without notice, the features or functions of the Software and/or the Cloud Solution. s

12.3. If the Customer finds a deficiency in the Software or Hardware Keys and ARDIS® receives a written complaint from

the Customer within 14 days of delivery or activation, ARDIS®, after confirmatory examination, has the choice to: (i) draw up a credit note; (ii) repair or replace (the relevant part of) the Software or Hardware Keys at no extra cost; or (iii) pay compensation equal to the amount paid by the Customer for (the relevant part of) the Software or Hardware Keys.

13. Liability

13.1. Except in case of deceit or deliberate error, the liability of ARDIS® is limited to the price for the Software (in case of one-time fees), or the price the Customer paid to ARDIS® in the year preceding the indemnifying fact (in case of recurring fees), up to a maximum amount of EUR 50,000 (fifty thousand) each time.

13.2. ARDIS® shall, in no event, be liable for any immaterial, indirect or consequential damages, including but not limited to, loss of profits, loss of turnover, loss of income, production restrictions, production damage, production stoppages, administrative or personnel costs, increase in general costs, loss of customers, loss of data or claims from third parties.

13.3. ARDIS® is also not liable for (indirect or direct) damage that is (partly) caused by incorrect, improper, incomplete, untimely, careless and/or unauthorised use, repair or maintenance of the Software, Cloud Solution, Software Keys or Hardware Keys by the Customer, the persons for whom the Customer is responsible or third parties, and/or by the influence or operation of third-party software or systems, including but not limited to production damage or loss of turnover.

13.4. All Customer Data is the property of the Customer and the sole responsibility of the same. ARDIS® can, under no circumstances, be held liable by the Customer for damages resulting from or related to the Customer data or the use or application thereof. The Customer undertakes to indemnify ARDIS® for all claims, costs, damages and/or losses arising from or in connection with the Customer Data or its use or application.

13.5. The Customer is responsible for all User actions in breach of the General Terms and Conditions or the license conditions applicable to the use of the Software and the Cloud Solution.

14. Confidentiality

14.1. The Customer shall ensure that all financial, technical and commercial information and data received from ARDIS® which is confidential or is expressly considered confidential by ARDIS®, remains confidential for as long as it is still classed 'confidential' (where disclosure by the Customer does not count as expiration of confidentiality) and with a minimum of 10 (ten) years after notice. The Customer acknowledges that the Software, the Cloud Solution and all information and data relating thereto should explicitly be regarded as confidential information.

15. Personal Data

15.1. To the extent that ARDIS® processes personal data in the performance of an Agreement, Order or Quotation, (e.g. billing data, contact details) ARDIS® shall process such personal data in accordance with the applicable data protection laws, in particular the General Data Protection Regulation and ARDIS® shall use appropriate technical and organisational measures to protect the personal data from loss and unlawful processing.

15.2. The Customer guarantees that the Customer data will be handled in accordance with the provisions of the applicable data protection legislation.

15.3. As part of the Cloud Solution, ARDIS® will act as a (hosting) processor if personal data is processed by the Customer via the Cloud Solution.

ARDIS® will not process or make personal data accessible to third parties other than in accordance with (i) the performance of its commitments to the Customer; or (ii) if required by EU law or the laws of a Member State to which ARDIS® is subject, in which case ARDIS® shall inform the Customer of this legal obligation prior to the personal data processing, unless the law prohibits the provision of such information for important reasons of public interest.

15.4. ARDIS® will handle personal data confidentially and take all necessary and appropriate measures to ensure that persons authorised to process personal data have undertaken to maintain confidentiality or are subject to an appropriate legal obligation of confidentiality.

15.5. ARDIS® will implement appropriate technical, physical and organisational security measures to protect personal data from destruction or accidental loss, damage, alteration, unauthorised disclosure or access and from all other unlawful, unauthorised or accidental processing. These measures shall take into account good practices in the sector, the cost of implementing and enforcing these measures, the nature, extent, context and purposes of the processing, as well as the likelihood and seriousness of the risks to the rights and freedoms of data subjects.

15.6. The Customer grants ARDIS® with this deed the general authority to enable its service providers to host the Cloud Solution for hosting purposes and ARDIS® will notify the Customer if ARDIS® were to change hosting partner.

15.7. ARDIS® undertakes to inform the Customer if it receives a request from (a third party acting on behalf of) a data subject to exercise one or more of the rights under the applicable data protection legislation.

15.8. ARDIS® shall, at the request of the Customer, cooperate in order to enable the Customer to comply with the exercise of a data subject's rights with respect to the personal data processed by ARDIS® within the framework of the Cloud Solution, or to comply with any assessment, enquiry, notification or investigation under data protection law.

15.9. ARDIS® provides full cooperation and assistance to the Customer in compliance with the obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information that ARDIS® has available.

15.10. ARDIS® will provide reasonable information and documentation upon the Customer's substantiated request to demonstrate that ARDIS® complies with applicable data protection laws.

15.11. ARDIS® will stop the processing of personal data immediately upon termination or expiration of the Cloud Solution, or earlier upon the Customer's request. ARDIS® will securely remove the personal data and all copies thereof from its systems.

15.12. ARDIS® will inform the Customer immediately if, in its opinion, an instruction is contrary to the applicable data protection legislation.

16. Force Majeure

16.1. Neither ARDIS® nor the Customer is obliged to fulfil its obligations towards the other party, if the respective party is in a situation of force majeure.

In particular, a force majeure situation concerns, without limitation, (i) force majeure for ARDIS® suppliers; (ii) governmental action; (iii) general transport problems; (iv) strikes; (v) electrical failure or malfunction of the Internet, computer network or telecommunications facilities, or (vi) the unavailability of ARDIS® personnel.

17. Cancellation - Termination

17.1. The Customer cannot cancel work that has already started as a result of an Order.

17.2. A Customer who unlawfully terminates an Agreement is automatically and by operation of law liable to pay a lump sum that corresponds to 1/3 of the total price that the Customer owes to ARDIS®, subject to the right of ARDIS® to claim higher compensation for the actual damages suffered.

17.3. In the event of cancellation of an Order or termination of an Agreement, the Customer is, under no circumstances, entitled to reimbursement of what has already been paid.

18. Language

18.1. The Customer can obtain a French, English or German translation of the General Terms and Conditions, upon request. In case of discrepancy between the different language versions, the Dutch version prevails.

19. Disputes

19.1. Belgian law is exclusively applicable to the Agreements, Quotations, Orders and the General Terms and Conditions.

19.2. The Customer and ARDIS® strive to resolve any dispute amicably. If the Customer and ARDIS® fail to settle a dispute, the courts of Ghent are exclusively authorised to be made aware of any dispute arising from the General Terms and Conditions, Quotations, Orders and Agreements.

20. Definitions

20.1. "Cloud Solution": The Software that ARDIS® remotely (in the "Cloud") makes and keeps available to the Customer without ARDIS® delivering the Software by a physical carrier to the Customer.

20.2. "User": any user who is entitled to use the Software and the Cloud Solution after acceptance of the General Terms and Conditions and, where applicable, the License Terms and Conditions.

20.3. "Hardware": the printers, scanners and any other IT hardware or related devices, accessories, attachments and/or spare parts.

20.4. "Hardware Keys": the hardware keys to which a license file is linked and which give access to the Software.

20.5. "Intellectual Property Rights": all intellectual property rights, registered or not, including but not limited to trademarks, copyrights, software rights, database rights, model rights and patents, as well as all rights relating thereto, including but not limited to rights of use, prosecution, registration and enforcement.

20.6. "Customer": any legal entity or natural person to whom ARDIS® supplies the Software, Cloud Solution, Hardware, Hardware Keys, Software Keys, and/or the ARDIS® Enhancement Plan.

20.7. "Customer Data": all data not owned by ARDIS® and that is introduced and/or generated by a user of the Software and/or Cloud Solution, as well as at the request of a user of the Software and/or Cloud Solution and/or the Customer via the Software and/or the Cloud Solution.

20.8. "Software": all software developed in whole or in part by ARDIS® and supplied to the Customer, including but not limited to ARDIS® ANALYTICS, ARDIS® OPTIMIZER, ARDIS® STOCK, ARDIS® PERFORM and ARDIS® TRADE, and any new versions, improvements and modifications that ARDIS® provides or makes available to the Customer.

20.9. "Software Keys": the license file to which the Software license can be activated remotely and which gives access to the Software.