

APPENDIX 3: GENERAL TERMS AND CONDITIONS

SECTION 1. GENERAL

These General Terms and Conditions apply to all quotations, offers, orders, agreements, and deliveries between the Customer and Impact Software NV, with enterprise number 0899.384.295, with registered office at 9300 Aalst, Molenstraat 71 box 1 (hereinafter referred to as: "inMotiv"), regarding (the use of) the hardware, (SaaS/ DaaS) online services, data, and software offered by inMotiv (hereinafter referred to respectively as: the "Products" and "Services").

For specific Services, special conditions (such as a separate License Agreement, Service Level Agreement (SLA) or Data Processing Agreement (DPA)) may apply. In the event of a conflict, the following hierarchy applies: (1) the Specific Agreement or Offer, (2) the License Agreement, (3) the Data Processing Agreement (DPA), (4) the Service Level Agreement (SLA), and only then (4) these General Terms and Conditions.

If any of the clauses of these General Terms and Conditions is declared void, invalid, or unenforceable, this shall not affect the validity and/or enforceability of the remaining clauses. In the event that any of the provisions exceeds any statutory limitation, the provision in question shall not be void, but the parties shall be deemed to have agreed that such provision be reduced or limited to the maximum extent permitted under applicable law.

Only the Dutch version of the general terms and conditions is authentic and legally valid, and takes precedence over any French or English translations.

By signing a quotation or agreement, or by actually putting the Products or Services into use, the customer acknowledges having read these general terms and conditions, accepts their application, and excludes the application of any of its own (general or specific) terms and conditions (even if it is stipulated therein that only they apply).

inMotiv reserves the right to modify the features or functionalities of the Services (for example, in the context of updates, further development, or security measures), provided that this does not entail a substantial and qualitative reduction in functionality.

inMotiv may amend these terms and conditions at any time. inMotiv will inform the customer of these changes at least thirty (30) calendar days before they take effect via a message on its applications, website or by email. If the customer does not agree to a substantial and adverse change, the customer has the right to terminate the agreement as of the effective date of the new terms.

The Customer is not entitled to transfer its rights and obligations under these General Terms and Conditions and/or the agreement(s) with inMotiv, in whole or in part, to third parties without the prior written consent of inMotiv. inMotiv has the right to transfer its

rights and obligations to third parties. In such a case, this transfer shall be enforceable against the Customer upon simple written notification by inMotiv.

Correspondence addressed to inMotiv must always be sent to: Impact Software NV, Molenstraat 71 box 1, 9300 Aalst, e-mail: servicedesk@inmotiv.be.

SECTION 2. PRODUCTS AND SERVICES

2.1. Products (Hardware)

The Products are delivered as described on the quotation, invoice, or agreement with the customer.

Delivery times are indicative only and depend on the availability of the Products and/or their delivery by third parties. Exceeding a delivery time does not entitle the customer to compensation or termination of the agreement.

inMotiv retains ownership of all Products purchased by the customer until full payment of the agreed price, costs, any interest, and damages. The risks of loss, destruction, or damage pass to the customer upon delivery. Until the customer has paid for the Products in full, the customer is prohibited from disposing of the Products.

The Customer is obliged to inspect the Products immediately upon delivery for any defects or non-conformity. The Customer acknowledges and accepts that inMotiv may also invoke against the Customer the exceptions, exonerations, and warranty limitations that the manufacturer or supplier of the Products may invoke against inMotiv.

Non-conformity or visible defects must be reported by written notice or via servicedesk@inmotiv.be within five (5) working days after delivery, with proper justification. Hidden defects must be reported within fourteen (14) calendar days after discovery (and within one (1) year after delivery at the latest).

Modified or processed Products will under no circumstances be taken back and/or refunded by inMotiv.

Complaints as referred to in this article do not suspend the customer's payment obligations.

The customer alone is liable for the specific use he makes of the purchased Products.

In the event of non-payment or late payment of invoices relating to the Products, inMotiv has the right to consider the agreement immediately, by operation of law and without further notice of default, as dissolved at the expense of the customer and to reclaim the Products.

2.2. Services (SaaS / DaaS)

inMotiv performs the Services to the highest art level and with due care. Unless specific guarantees (such as availability rates) have been expressly agreed in an applicable Service Level Agreement (SLA), inMotiv is subject to best-effort obligations.

Unless otherwise agreed in writing, execution times are indicative.

inMotiv has the right to engage subcontractors, external suppliers, or service providers for the performance of the Services.

2.3. General provisions

In the event that software or data access is made available to the customer in the form of "Software as a Service" (SaaS) or "Data as a Service" (DaaS), a separate License Agreement also applies. The Data Processing Agreement (DPA) applies to the processing of personal data.

The delivery of Products and Services does not include on-site installation by inMotiv, unless explicitly agreed otherwise in writing.

If inMotiv performs services outside the content or scope of the agreed Services (such as analysis, project development, customization, or consultancy), these will be charged separately according to inMotiv's applicable rates.

Interventions by inMotiv for modifications, additional work , maintenance, or repairs may result in the Services being temporarily unavailable, without inMotiv being liable for any damage that the customer may suffer as a result.

inMotiv is in no way liable for defects relating to third-party products, software, or services, nor for modifications to the Services made by third parties.

SECTION 3. PRICES, INVOICING AND PAYMENT

All rates charged by inMotiv are stated in EUR and are exclusive of VAT, levies, and taxes, which are to be borne entirely by the customer.

Hourly rates: When performing services, inMotiv applies hourly rates that apply to all commenced activities. Changes to hourly rates will be announced at least 30 calendar days in advance via email, the application, or the website.

Transaction rates: For services billed on a transaction basis, inMotiv reserves the right to change the rates subject to 30 calendar days' prior notice.

License Fees & Indexation: inMotiv reserves the right to index its recurring license and subscription services annually on January 1st according to the Agoria index (reference wages) based on the following formula:

$$p = P [ax (M/M^{\circ}) + b]$$

Where p is the revised price, P the initial price, M the Agoria index of the reference wage at the time of revision, and M° the Agoria index applicable at the start of the agreement. In the above revision formula, the coefficients a and b have the fixed values specified below, respectively:

a = maximum 0.80

b = 0.20

Invoicing and Payment Terms:

Invoices are sent electronically via the Peppol network. If sending via Peppol proves impossible, invoices will be sent by e-mail to the billing address provided by the customer. The customer expressly agrees to electronic invoicing.

Payments are made via direct debit (SEPA Direct Debit), for which the customer provides a mandate upon signing.

Each invoice is payable within thirty (30) calendar days after the invoice date. The payment date is the date of receipt of the funds in inMotiv's bank account.

Subscription and license fees are invoiced in advance at the beginning of the agreed contract period.

In the event of non-payment on the due date, the customer shall automatically owe default interest, without the need for a formal notice of default, in accordance with the Law of 2 August 2002 on combating late payments in commercial transactions. In addition, the customer shall owe a fixed compensation of 10% of the unpaid invoice amount (with a minimum of EUR 150) to cover extrajudicial collection costs, without prejudice to inMotiv's right to claim higher compensation upon proof of higher actual damages.

In the event of non-payment on the due date, all other outstanding invoices from inMotiv to the customer, even those not yet due, shall become immediately due and payable by operation of law.

If the customer consists of multiple (natural or legal) persons, they are jointly and severally liable for payment.

Set-off by the customer with any counterclaims is not permitted without prior written consent from inMotiv.

A protested invoice must be notified to inMotiv within fifteen (15) calendar days after the invoice date by written notice or via servicedesk@inmotiv.be, with a clear justification of the reasons for the protest.

SECTION 4. CONDITIONS FOR ACCESS TO THE SERVICES

By providing login details (such as usernames and passwords), inMotiv grants the customer access to the (online) Services. The customer declares to have taken note of the operation of the Services and to accept them.

inMotiv uses necessary, functional, and analytical cookies and related technologies to ensure the Services function securely and correctly. The processing of these is carried out in accordance with applicable legislation on electronic communications and inMotiv's Privacy and Cookie Policy.

The right of access to the Services applies exclusively to the Customer and its authorized personnel or appointees. The Customer guarantees that its appointees will strictly comply with these terms and the agreement.

The customer is solely responsible for the required telecommunication means, network connections, and equipment to access the Services. inMotiv is not liable for failures in the communication lines or networks of third parties.

inMotiv reserves the right to modify login procedures, access codes, and security parameters of the Services to protect the system. inMotiv will inform the customer of this in a timely manner.

SECTION 5. TERMS OF USE – OBLIGATIONS OF THE CUSTOMER

The modalities of the use of the Services are the subject of the specific agreement with inMotiv.

The Client undertakes to provide all necessary information and cooperation upon first request for the proper execution of the Services. The Client guarantees that all information provided is accurate and up-to-date and that its use does not infringe upon the rights of third parties.

The customer must have a stable internet connection, adequate equipment, and sufficient security (such as recent antivirus, antispyware, and firewall protection) on their systems.

The Customer is solely responsible for the lawful use of the Services and for the content, data, and information that it posts, collects, processes, or transmits via the Services. The Customer is expressly prohibited from processing data that:

- unlawful, infringing upon the rights of third parties, defamatory, harmful, or contrary to public order or good morals;
- Contain viruses, malware, or malicious code that can disrupt the operation of the Services or the systems of inMotiv or its customers.

The Client undertakes to respect the intellectual property rights of inMotiv and third parties at all times.

The Customer guarantees that it possesses all necessary permits, licenses, and authorizations for the data and software that it uses or processes via the Services.

The customer is prohibited from attempting to crack ("hack") inMotiv's systems, commit computer fraud, compromise the integrity or availability of the systems, or jeopardize the capacity of the Services for other users (including via "flooding" or "spamming").

The Client shall fully indemnify inMotiv (principal, interest, and legal costs) against any third-party claim arising from a breach by the Client of the provisions of this article.

The customer reports any breaches or security risks of which he becomes aware immediately to inMotiv via servicedesk@inmotiv.be.

SECTION 6. CONFIDENTIALITY AND SECURITY

Confidentiality: The parties undertake to maintain the confidentiality of all confidential information received from each other in the context of the agreement. Information is considered confidential if designated as such by a party or if this follows from the nature of the information (such as source code, business data, and financial data). This obligation does not apply to information that is already publicly known without fault of the receiving party.

Information Security (ISO 27001): inMotiv takes appropriate technical and organizational measures to ensure a level of security commensurate with the risk, to protect the data and Services against destruction, loss, alteration, or unauthorized access. These measures are described in more detail in inMotiv's Information Security Policy (ISMS) and Data Processing Agreement (DPA).

In principle, inMotiv does not take notice of the content of data that the customer stores or transmits via the Services, unless this is necessary for the performance of the Services, the management of the system, or pursuant to a legal obligation or an order from a competent authority.

Access Management & Incidents: The customer is responsible for keeping their login credentials confidential. Any use of the customer's account is attributed to the customer. In the event of (suspected) misuse, loss of login credentials, or a security incident, the customer must notify inMotiv immediately via servicedesk@inmotiv.be.

SECTION 7. LIABILITY

Except in the case of fraud or gross negligence on the part of inMotiv or its executives, and without prejudice to mandatory statutory provisions, inMotiv shall in no way be liable for indirect or consequential damages, including but not limited to: loss of profits, loss of revenue or clientele, business interruption, loss or damage to data, claims from third parties (including the client's customers), and lost savings or opportunities.

inMotiv is not liable for damages arising from or related to:

- Errors or defects caused by the customer's failure to comply with its contractual obligations or security regulations;
- Unauthorized access, hacking , or cyber incidents occurring despite reasonable and appropriate security measures taken by inMotiv (in accordance with the state of the art and ISO 27001);
- Temporary interruptions or disruptions due to necessary maintenance, provided that inMotiv makes reasonable efforts to limit or announce them in advance;
- Decisions or actions of the customer or third parties based on the data provided via the Services (DaaS).

The Customer remains solely responsible for the content, lawfulness, and accuracy of the data that he enters, collects, or processes via the Services.

inMotiv provides no guarantees that the Services will operate without interruption or error-free, or that they will meet all specific customer expectations, unless express guarantees regarding this are included in an applicable Service Level Agreement (SLA).

inMotiv accepts no liability whatsoever if it is required to make information or data available to competent authorities pursuant to a statutory provision or court decision.

Limitation of Liability (Cap): In all cases where inMotiv would be liable (except in cases of intent or fraud), the total cumulative liability of inMotiv per contract year arising from or in connection with the Agreement is limited to the lowest of the following amounts:

- (i) The amount actually paid out by inMotiv's professional liability insurer for the relevant claim; OR
- (ii) The total amount of fees (excluding VAT) actually paid by the customer to inMotiv under the relevant agreement during the **six (6) months** prior to the damaging event.

SECTION 8. FORCE MAJEURE

Neither party shall be liable for any delay or failure in the performance of its obligations (with the exception of payment obligations) if such delay or failure is caused by force majeure.

Force majeure is defined as: any situation beyond the reasonable control of a party that temporarily or permanently prevents the performance of its obligations, including (but not limited to) natural disasters, war, terrorism, epidemics/pandemics, government measures, general power outages, serious cyberattacks (such as large-scale DDoS attacks that could not be averted despite the state of the art and ISO 27001 measures), and failure of critical third-party telecommunications or internet infrastructure.

In the event of force majeure, the obligations shall be suspended for the duration of the force majeure situation . If the force majeure situation lasts longer than **two (2) consecutive months** , each party shall have the right to terminate the agreement in writing without any compensation being due.

SECTION 9. BREACH OF CONTRACT, SUSPENSION AND EXTRAJUDICIAL DISSOLUTION

If the customer fails to fulfill its contractual or financial obligations, inMotiv will notify the customer of default in writing or by email. If the customer does not fulfill its obligations within **fourteen (14) calendar days** after dispatch, inMotiv has the right to suspend further performance of its Services (including temporarily blocking access to the SaaS/ DaaS services). If the default persists after the expiry of the aforementioned remedy period, inMotiv has the right to terminate the agreement extrajudicially with immediate effect and without prior judicial intervention at the customer's expense.

Each of the Parties shall also have the right to dissolve the agreement with immediate effect, without recourse to the courts, in writing (by registered letter or qualified electronic transmission) if:

- a)** The other Party commits a serious breach which has not been remedied within fourteen (14) calendar days after written notice of default;
- b)** The other Party is declared bankrupt, is subject to judicial reorganization, ceases its activities, or enters into liquidation.

Acute security threat (ISO 27001): inMotiv has the right to (temporarily) suspend or restrict access to the Services with immediate effect and without prior notice if:

- There is an acute threat to the security, integrity, or operation of the network, the SaaS/ DaaS infrastructure, or data of inMotiv or other customers;
- There is a well-founded suspicion of misuse of login credentials or illegal activities via the customer's account.

inMotiv will inform the customer as soon as possible in this case and lift the block as soon as the threat has demonstrably subsided.

In the event of extrajudicial dissolution at the expense of the Client due to a breach of contract, the Client shall owe fixed damages of **30%** of the agreed fees that would have been due for the remaining term of the agreement, without prejudice to inMotiv's right to prove higher actual damages suffered.

inMotiv may also suspend the performance of the Services in whole or in part for scheduled maintenance, of which it will notify the Customer in advance within a reasonable period.

SECTION 10. DURATION, EXTENSION AND TERMINATION

Initial Duration: Unless otherwise stipulated in the quotation or special agreement, the agreements are entered into for an initial duration of **twelve (12) months** , commencing on the date of signing.

Automatic Renewal: To terminate the agreement at the end of the initial term, either party must give written notice (by registered letter or email with express confirmation of receipt) with a notice period of at least **two (2) months** prior to the expiration of the current period. In the absence of timely notice, the agreement will be automatically renewed for successive periods of **twelve (12) months** .

Immediate Dissolution: Either party may dissolve the agreement in writing with immediate effect if the other party is declared bankrupt, ceases its activities, or is subject to judicial reorganization (to the extent permitted by law).

Exit & Data Export: Upon termination of the agreement, for whatever reason, the customer's right to use the Services shall cease. inMotiv will offer the customer the opportunity to export their data in a common format for a period of **thirty (30) calendar days** after termination, extendable once by 30 (30) calendar days, after which inMotiv will permanently delete or anonymize the data, subject to statutory retention obligations.

SECTION 11. PROCESSING OF PERSONAL DATA (GDPR)

If inMotiv processes personal data on behalf of the Client in the performance of the Services, the Client acts as the **Controller** and inMotiv as **the Processor** within the meaning of the General Data Protection Regulation (GDPR - Regulation EU 2016/679).

The specific agreements regarding the processing and security of personal data, the rights of data subjects, sub-processors , and data location are set out in detail in a separate **Data Processing Agreement (DPA)** which forms an integral part of the legal relationship between the parties.

In the event of a conflict between the provisions of these General Terms and Conditions and the Data Processing Agreement (DPA), the provisions of the Data Processing Agreement shall prevail with regard to the processing of personal data.

SECTION 12. INTELLECTUAL PROPERTY

All intellectual property rights (including copyrights, database rights, software protection, know-how, trademarks, and trade names) in the software, SaaS/ DaaS infrastructure, documentation, and other developed creations belong exclusively to **inMotiv** or its licensors.

The agreement grants the customer only a non-exclusive, non-transferable, and non-sublicensable right of use (license) to the Services for the duration of the agreement and exclusively for its own internal business purposes.

The customer is expressly prohibited from decompiling , reverse- engineering , copying, modifying, distributing, or making available to third parties the software or data of inMotiv, except for statutory exceptions of mandatory law (Art. XI.294 et seq. WER).

Customer Data: The Customer retains all (intellectual property) rights regarding the data and files that it enters into the Services of inMotiv. The Customer grants inMotiv a free license to use this data to the extent necessary for the performance of the Services.

The customer is not permitted to remove or alter any indication of intellectual property rights of inMotiv.

The Client shall immediately notify inMotiv of any claim by third parties regarding possible infringements of intellectual property rights.

SECTION 13. DISPUTES AND APPLICABLE LAW

Complaints: Any protest regarding the Services provided or invoices must be reported in writing or via servicedesk@inmotiv.be no later than **fifteen (15) calendar days** after the invoice date or after the fact has been established, with a detailed justification.

Applicable law: These general terms and conditions, as well as all disputes arising from or related to them, shall be governed exclusively by Belgian law.

Competent court: All disputes arising from or related to this agreement shall fall under the exclusive jurisdiction of the Commercial Court of Ghent, Dendermonde division, or, if the claim legally falls within the jurisdiction of the magistrates' cantons, the Magistrates' Court in Aalst, unless mandatory law prescribes otherwise.