

Osimis General Terms and Conditions

These general terms and conditions (the “**General Terms and Conditions**”) apply to any contractual relationship between OSIMIS SA, a limited liability company incorporated under the laws of Belgium, with its statutory seat located at Rue du Bois St-Jean 15/1, 4102 Seraing (Belgium), registered with the Crossroads Bank of Enterprises under number 0637.982.658, (“**OSIMIS**”) and the entity referred to as “client” or “customer” in the Purchase Order (the “**Customer**”), each of OSIMIS and the Customer being referred to individually as “**Party**” and collectively as “**Parties**”.

OSIMIS details:

- Email: info@osimis.io
- Web: <http://www.osimis.io>
- VAT: BE0637982658
- Bank details: Belfius Bank IBAN: BE02 0689 0318 7740 - SWIFT/BIC: GKCCBEBB

Article 1. - Definitions and structure

1.1. The following terms shall have the following definitions:

“**Agreement**” means the contractual arrangements and documents that set forth the rights and obligations of the Parties, including the present General Terms and Conditions, as well as, if relevant, the Purchase Order, the Licensing Agreement, the Service Level Agreement and the Data Processing Addendum.

“**Applicable Data Protection Law**” means the applicable data protection laws and regulations including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the Belgian Act of 30 July 2018 concerning the protection of the privacy with regard to the processing of Personal Data.

“**Business Day**” means any calendar day from Monday through Friday, but excluding public holidays in Belgium.

“**Confidential Information**” has the meaning given to that term under article 6.1.

“**Custom Development**” means certain Deliverables as described in the Purchase Order that OSIMIS delivers on a time and material basis, including (without limitation) specific developments applicable to the Software, project management, quality management, detailed functional design, detailed technical design, product configuration, delivery and installation of the Deliverables, delivery of documentation, migration, data conversion (including tool development), training, integration testing

and all required assistance to allow the Customer to perform acceptance testing and to put the Deliverables into operation.

“Data Processing Addendum” means the addendum of the Service Level Agreement that contains the rights and obligations of the Parties regarding the processing of personal data in the context of the Agreement.

“Deliverable” means any and all software, hardware, services and/or any other materials (such as software development, products, firmware, studies, reports, drawings, specifications, program, tools, network architecture, documentation and recommendations), or a component thereof, whether owned by OSIMIS or by a third party, to be provided by OSIMIS under the Agreement.

“Force Majeure” means an occurrence or circumstance, other than financial, beyond a Party’s control and which such Party cannot reasonably avoid.

“Intellectual Property Rights” means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and trade secrets (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

“Purchase Order” means the purchase order issued by OSIMIS and accepted by the Customer.

“Service Level Agreement” means the agreement for the provision by OSIMIS of certain service levels in the context of the Agreement.

“Software” means certain software materials set out in the Purchase Order.

“Licensing Agreement” means the agreement for the licensing by OSIMIS of the Software to the Customer.

“Statement of Work” means an offer (that may be prepared by OSIMIS or by the Client) for the provision of certain software and/or services by OSIMIS.

1.2 The General Terms and Conditions apply to any contractual relationship between OSIMIS and the Customer. In case of a conflict between one or more provisions of the General Terms and Conditions and one or more provisions contained in other contractual documents, the document (if applicable) appearing the highest on the below list shall have precedence over the document (if applicable) appearing the lowest on the list:

- The Purchase Order;
- The Data Processing Addendum;

- The Service Level Agreement;
- The Licensing Agreement;
- The Statement of Work;
- The General Terms and Conditions.

Hence, the provisions of the General Terms and Conditions shall apply only if and to the extent compatible with a provision of another contractual document set out above.

1.3 By signing the Purchase Order, the Customer irrevocably agrees to be bound by the provisions of the Purchase Order and by the General Terms and Conditions and, if applicable, by the Data Processing Addendum, the Service Level Agreement, the Licensing Agreement and /or the Statement of Work.

1.4 By signing the Purchase Order, the Customer irrevocably waives any purchaser terms and conditions of the Customer (or any other terms and conditions of the Customer that may apply to the Agreement), without prejudice to the application of any terms and conditions that would be applicable under mandatory binding rules ("*règles de droit impératif*" / "*bepalingen van dwingend recht*") including those that derive from applicable public procurement or public healthcare laws and regulations.

Article 2. - Object of the Agreement

2.1. OSIMIS shall perform the Agreement in a professional manner with the skill and care and in accordance with the commonly accepted state of the art and industry practices.

2.2. The Customer shall fully cooperate with OSIMIS with respect to the provision of the Custom Developments. The Customer shall, without limitation, provide the relevant information (among other, on information security), shall make available the dedicated office and technical environment (in accordance with applicable law) and shall ensure that its staff shall be appropriately trained and qualified in accordance with the commonly accepted state of the art and industry practices.

2.3. Unless otherwise provided in writing in the Agreement, the Customer acknowledges that the obligations of OSIMIS under the Agreement shall be considered as obligations of means ("*obligation de moyens*" / "*verplichting tot het inzetten van middelen*").

2.4. OSIMIS reserves the right to determine which staff members will be appointed to all or part of the Custom Developments and it may replace them at any time with other staff members with similar skills and competences. To the extent possible,

OSIMIS shall undertake reasonable efforts to comply with any Customer request to involve or exclude specific staff members.

2.5. In case of loss or corruption of the Customer data following the provision of the Custom Developments, the sole obligation of OSIMIS (and the sole remedy for the Customer) is the restoration of the most recent available backups provided by the Customer. OSIMIS will only be obliged to input or reconstruct the Customer data if OSIMIS provides hosting services to the Customer (as set out in the Purchase Order).

2.6. The Customer acknowledges and accepts that any postponement of the Custom Developments requested by the Customer shall only occur in accordance with the Agreement and that OSIMIS will be entitled to charge waiting time for its personnel and/or any other damages resulting from such postponement.

2.7. If applicable, OSIMIS shall provide the Deliverables in accordance with the Service Level Agreement, as may be further specified in the Purchase Order.

Article 3. - Price, invoicing and payment

3.1. In consideration for the supply of the Deliverables and the provision of the Custom Development by OSIMIS, the Customer shall pay to OSIMIS the fees set out in the relevant Purchase Order.

3.2. Information (e.g. prices, functionalities, etc.) displayed publicly by OSIMIS (e.g. on its website www.osimis.io or on its brochures) are indicative only. The display of such information are not intended by OSIMIS to constitute an offer ("*une offre*" / "*een aanbod*") under applicable laws.

3.3. The offer contained in the Purchase Order is an offer ("*une offre*" / "*het aanbod*") pursuant to applicable laws that is valid for sixty (60) calendar days. By signing the Purchase Order, the Customer unconditionally accepts such offer and enters into the Agreement (hereby agreeing to pay the relevant fees). For the avoidance of doubt, the Customer's obligation to pay licensing, support and maintenance fees starts from the moment that the Purchase Order is signed by the Customer, regardless of whether the Customer has used the corresponding items on the Purchase order.

3.4. All (unit or global) prices payable by the Customer to OSIMIS under the Agreement shall include all costs, charges and taxes generally imposed on (or relating to) the Custom Development and Deliverables, other than value added taxes (VAT).

3.5. Any payment due but not received by OSIMIS on due date shall incur interest at the rate established in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions.

3.6. All (unit or global) prices and charges payable by the Customer to OSIMIS under the Agreement shall be set out, invoiced and paid in euro (EUR).

3.7. OSIMIS will issue an invoice as soon as the Purchase Order is signed or in accordance with the invoicing plan defined in the Purchase Order. Unless otherwise specified in the Purchase Order, OSIMIS will issue an invoice for all amounts due under the Purchase Order no later than one (1) year after the issuance date of the Purchase Order. However, the Customer acknowledges that OSIMIS' failure to issue such invoice within said period does not constitute an implicit waiver by OSIMIS of its right to issue such invoice or of its right to obtain payment of the amounts set out in the Purchase Order within the limitation period set by the applicable law..

3.8. Any invoice shall be paid within thirty (30) calendar days following the date of issuance.

3.9. In all cases where the Customer disputes the accuracy, relevancy or applicability of an invoice (in part or in whole), the Customer shall notify OSIMIS in writing as soon as reasonably practicable of the Customer's basis for dispute.

3.10. The Parties agree that the non-payment (either partial or total) of an invoice shall be considered as a material breach pursuant to Article 10.2 of the General Terms and Conditions and, without prejudice to any other remedies in law, OSIMIS is entitled to suspend the provision of the Custom Development and/or the Deliverables until payment is received in full.

Article 4. - Delivery, Acceptance and Warranty

4.1. Unless agreed otherwise in the relevant Purchase Order, the acceptance process applicable to the Deliverables shall be performed in accordance with the present article.

4.2. Upon delivery of a completed Deliverable, the Customer shall have thirty (30) calendar days to accept or reject the Deliverable.

4.3. If the Customer does not reject the Deliverable within thirty (30) calendar days from delivery, the Customer will be deemed having accepted that the Deliverable conforms with the specifications described in the relevant Purchase Order.

4.4. Should acceptance be rejected, the Parties shall agree upon a period for OSIMIS to correct the Deliverables at no additional cost so that these strictly comply with the specifications and all other terms of the Agreement and to provide the Customer with Deliverables conform to what the Parties agreed to.

Article 5. - Data Protection

5.1. Each Party shall comply with the provisions of Applicable Data Protection Law.

5.2. If OSIMIS processes personal data on behalf of the Customer in a capacity of data processor (pursuant to Applicable Data Protection Law), the provisions of the Data Processing Addendum shall apply.

Article 6. - Confidentiality

6.1. “**Confidential Information**” means any information of any nature whatsoever (including, but not limited to, all data, trade secrets, know-how, business information, ideas, discoveries, techniques, computer programs, draft and signed contracts that a Party (the “**Disclosing Party**”) discloses to the other Party (the “**Recipient Party**”) or to which the Recipient Party obtains access and that relates to the current or future products, services, clients, business and/or organisation of the Disclosing Party.

6.2. Confidential Information shall not include information that the Recipient Party can prove: (i) is at the time of disclosure by the Disclosing Party, or thereafter becomes, in the public domain without violation of this Agreement ; or (ii) is lawfully obtained from a third party that has lawfully obtained such information and who is not in breach of any confidentiality obligation ; or (iii) was already known by and on record at the Recipient Party prior to disclosure by the Disclosing Party or prior to access by the Recipient Party ; or (iv) is developed by the Recipient Party completely independently of any disclosure by the Disclosing Party or of any access by the Recipient Party.

6.3. The Recipient Party shall hold all Confidential Information in strict confidence, and specifically, shall (i) use Confidential Information only for the purposes of the performance of its obligations under the Agreement at the exclusion of any other purpose; (ii) restrict disclosure of or access to Confidential Information to its representatives, subcontractor, professional advisors, auditors and affiliates who have a strict need to know such Confidential Information for the purposes of the performance of the Agreement and not divulge Confidential Information to any other parties or give any other party access to Confidential Information without the Disclosing Party’s prior written consent; (iii) notify the Disclosing Party immediately upon suspecting or becoming aware of any unauthorised disclosure, access or use of Confidential Information and take all reasonable measures necessary to prevent any (further) unauthorised disclosure, access or use thereof.

6.4. Should the Recipient Party be required to disclose Confidential Information pursuant to a statute, a regulation or the order of a court of competent jurisdiction or a public authority (“**Legislative, Administrative or Judicial Action**”), the Recipient Party shall immediately after gaining knowledge or receiving notice of such Legislative, Administrative or Judicial Action, notify the Disclosing Party thereof in

writing and give the Disclosing Party the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.

6.5. The above obligations and restrictions shall be in force for the term of the Agreement and shall remain in effect after expiration or termination of the Agreement for any reason whatsoever.

6.6. By entering into the Agreement, the Customer gives OSIMIS the right to use the Customer's logo on its website www.osimis.io or on other material for business development purposes. To the extent necessary, the Customer provides a non-exclusive, worldwide license to use the Customer's trademark and business name (that may be associated to that logo) for the limited business development purposes described above. OSIMIS may request the Customer to describe the use case built for the Customer on its website or on other material. The Customer may at any time request OSIMIS to stop using its logo, name and use case without the need to provide any justification.

Article 7. - Liability

7.1. Without prejudice to Article 7.2, OSIMIS's liability for a failure to comply with the present Agreement is limited to compensation of proven damages, limited to the amounts paid by the Customer in accordance with the corresponding Purchase Order.

7.2. OSIMIS shall not be liable for any indirect or consequential loss (including, without limitation, lost revenues or profits, loss of business, loss of data or loss of any benefit), whether in contract or in tort, regardless of the fact that OSIMIS was advised or had any reason to know the possibility thereof.

7.3. Nothing in this Agreement shall limit or exclude any liability for willful misconduct, for fraud or for death or personal injury as a result of a Party's negligence, or otherwise to the extent that such limitation or exclusion is not permitted by law.

Article 8. - Change request procedure

8.1. The Customer may at any time up until acceptance request changes and additions to the Deliverables which OSIMIS is to provide under the Agreement as it sees fit and having due regard for the implications thereof for OSIMIS.

8.2. If a change entails an increase or reduction in cost and/or the postponement of a deadline, OSIMIS shall point this out to the Customer immediately following receipt of the Customer's change request and submit a corresponding revised tender. Should a cost increase/reduction be agreed upon by the Parties, the change shall be made on

the basis of a written addendum to the Agreement stipulating the additional costs, or the allowance for the reduced costs, as well as any modification in the time schedule.

Article 9. - Intellectual Property Rights

9.1. OSIMIS and its licensors retain all rights and title in and ownership of the Deliverables provided in accordance with the present Agreement.

9.2. The Customer acknowledges and agrees that the components of the Deliverables, and in particular Custom Developments, may be subject to open source software licence restrictions or to Intellectual Property Rights pertaining to OSIMIS or to third parties.

9.3. Regarding the Deliverables provided in accordance with the present Agreement and subject to the Licensing Agreement, OSIMIS shall grant to the Customer, who accepts, a non-exclusive, non-transferable and limited license under all Intellectual Property Rights to use the Deliverables. This license shall be granted for the whole world, as from the date of acceptance of the relevant Deliverable.

9.4. The Customer may not make additional copies of the Deliverables (except if they are strictly necessary for backup purposes) or modify, adapt, translate, decompile, disassemble, reverse engineer or otherwise change the Deliverables in any way whatsoever.

9.5. In the event that a Deliverable becomes, in whole or in part, the subject of any claim, action, suit or proceeding made by a third party arising from actual or alleged infringement, misappropriation or other violation of any Intellectual Property Right or contractual right of a third party as a result of the use of such Deliverable by the Customer, OSIMIS shall defend the Customer or assist and intervene on behalf of the Customer in the Customer's defense and shall, at OSIMIS's option: (i) secure for the Customer the right to continue using the Deliverable or the infringing part thereof under the same conditions as those provided for in the Agreement; or (ii) modify or amend the Deliverable or the infringing part thereof such that the same becomes non-infringing, while providing the same functions; or (iii) replace the Deliverable or the infringing part thereof by a non-infringing Deliverable of equivalent capability, providing the same functions; or (iv) if none of the abovementioned solutions is possible on commercially reasonable terms, take back the Deliverable or the infringing part thereof and refund such proportion of the fees paid by the Customer for the Deliverable as the Parties may agree having regard to the length of time that the Customer has had use of the Deliverable.

9.6. The Customer shall give immediate notice to OSIMIS of any claim brought against the Customer with regard to the Deliverables. The Customer shall not make any prejudicial statements or settlement offers without OSIMIS's prior written consent

and shall cooperate with OSIMIS in the defense or settlement of the claim as reasonably requested by OSIMIS.

Article 10. - Duration and Termination of the Agreement

10.1. These General Terms and Conditions shall apply from the date of signature of the Purchase Order and apply as long as the Agreement between OSIMIS and the Customer has not been terminated or has not expired.

10.2. Without prejudice to all other rights and remedies available by law or under the Agreement, any Party may terminate the Agreement immediately as from the date of receipt by the other Party of the notice of termination sent via registered mail or delivered by a reputable courier and without compensation, in the event one or more of the following circumstances occurs: (i) a breach by the Party that is material and relates to its obligations under this Agreement, where such breach is not susceptible to being cured or has not been cured within thirty (30) calendar days after written notice; and/or (ii) to the extent permitted by law, the Party becomes insolvent.

10.3. Unless otherwise specified in the Purchase Order or in the relevant contractual document, the term for which Software is licensed under the Agreement starts on the date the Software is installed, the term for the provision of maintenance and support services starts on the date the Software is installed and the term for which exceptions are granted under the Agreement starts on the date of the acceptance by the Customer of the Purchase Order.

Article 11. - Non-solicitation

11.1. Neither Party shall, during the term of the Agreement and for a period of six (6) months thereafter, directly solicit any of the other Party's representatives who have been involved in the signature or performance of the Agreement without the other Party's prior written consent.

Article 12. - Dispute resolution

12.1. The Parties shall endeavor to resolve any dispute or claim arising out of or relating to the Agreement through good faith negotiations. Should a dispute or claim arise, the management representatives of the Customer and OSIMIS, together with any procurement representative(s), shall attempt to resolve the matter within seven (7) calendar days of the matter being referred to them or such other period agreed upon by the Parties. If the matter is not resolved by these persons within the above period, the matter may be referred by any Party to the higher level representatives in its respective organisation. These persons shall attempt to resolve the matter within

fifteen (15) calendar days of the matter being referred to them or such other period agreed upon by the Parties.

12.2. If the unresolved dispute is having a material effect on the Deliverables or Custom Developments, the Parties will use their respective reasonable endeavors to reduce the elapsed time in reaching a resolution of the dispute.

12.3 Without prejudice to the above, the parties may, in case of urgency, obtain any court injunction, including any summary order, to safeguard their rights.

12.4. Any dispute arising out of, or in connection with, the Agreement shall be interpreted in accordance with Belgian law and submitted to the exclusive jurisdiction of the Liège courts. The Customer must initiate a cause for action for any claim arising out of, or relating to, this Agreement and its subject matter within eighteen (18) months from the date when Customer knew the fact giving rise to the claim(s).

Article 13. - Miscellaneous

13.1. This Agreement contains the entire agreement between the Parties hereto and shall supersede any, written or oral, prior agreements or understandings. This Agreement may not be changed or modified, or any provision hereof waived, except by an agreement in writing signed by both Parties.

13.2. Unless otherwise stated in the Agreement, no amendments of any provision of the Agreement shall be valid unless agreed in writing and signed by an authorized representative of each Party specifically referencing the Agreement. OSIMIS may make changes to this Agreement, including the applicable Fees (and any linked documents) from time to time. Changes to the Agreement will become effective thirty (30) calendar days after they are posted or sent to the Licensee unless the Licensee objects in writing to those changes before the expiry of such thirty (30) calendar days period, in which case the Parties will negotiate in good faith to find a solution satisfactory to both Parties. If Parties cannot agree on a satisfactory solution, the Agreement will end at the end of a three (3) month period starting from the day that the Licensee has objected to the proposed changes.

13.3. Except where expressly stated otherwise in the Agreement, the remedies under the Agreement shall be cumulative. The election of one remedy shall not preclude pursuit of other remedies available under the Agreement or at law.

13.4. The provisions of the Agreement are severable. Should one or more provisions of the Agreement be found by a court of competent jurisdiction to be invalid, unlawful or unenforceable under applicable law, that shall not affect the validity, legality or enforceability of the remaining portion of such provision(s) or any other provision of the Agreement, and the (portions of the) provision(s) found invalid, unlawful or unenforceable shall be construed to the maximum extent possible in a manner

consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties.

13.5. Neither Party shall be liable in case of any Force Majeure event as recognised by law or by case law. Neither a failure nor a delay on the part of either Party in exercising any right, power or privilege under the Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of either Party herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits.

13.6 The Purchase Order may be executed (electronically or in writing) in any number of counterparts, each of which when executed (electronically or in writing) and delivered (through electronic means of communications or otherwise) shall constitute an original, but all counterparts together shall constitute a single agreement.