

Clickers BV - TERMS AND CONDITIONS

1. Scope

1.1 These general terms and conditions apply to all commercial transactions of Clickers BV , a company under Belgian law, with registered office at B-9830 Sint-Martens-Latem, Baarle-Frankrijkstraat 59A and registered with the RLE Ghent under number 0648.936.631, hereinafter referred to as Clickers BV or CLICKERS;

1.2 Together with any accepted orders, special conditions and applicable license terms, they constitute the agreement between the parties. Any terms and conditions of the customer shall not apply.

1.3 Clickers BV is entitled to modify these Terms and Conditions upon notice to the Customer. Such notice shall include, inter alia, publication on the website , on the invoice or via email. These amendments will then enter into force one (1) month after the notification, unless a later date is indicated.

2. Request documents

2.1 The service(s), hardware and/or license(s) that Clickers BV will provide are described in the Request Document (or a quote, an e-mail or any form of commercial documentation between parties). Unless otherwise stated, a Request Document has a thirty (30) day validity period. An order placed based on a Request Document shall be deemed accepted if Clickers BV does not refuse the order within eight (8) days.

2.2 Request documents are always estimates in the sense that they are based on information available at the time the request document is prepared and, where applicable, on third party prices. Incorrect or new information, or price changes by third parties may result in changes to the terms and/or price.

3. Prices

3.1 All prices quoted are exclusive of VAT, accommodation and travel costs, and are valid in Belgium and during office hours.

3.2 Outside normal business hours, the rates stated in the application document are increased by;

25%; weekdays until 21:00

50%; weekdays after 21:00 hours

50%; Saturdays up to 17:00 hours

100%; Saturdays after 5:00 p.m.

100%; Sundays

3.3 Travel expenses within Belgium will be charged at € 0.80 per km, with a minimum of € 100. If the customer does not provide parking facilities, parking expenses will be charged at actual cost.

3.4 For services outside Belgium, expenses will be charged as follows; travel, parking and hotel expenses = actual cost; travel time (both directions) at 70% of the hourly rate; "out of pocket" expenses = flat rate per person per day at the most recent rate "dagelijkse forfaitaire vergoeding voor Personeel Hoofdbestuur" as published in het Belgisch Staatsblad. In addition, an administrative fee of €50 will be charged for flight and hotel arrangements (per booking), unless if the customer takes care of this. In this case, the client shall ensure that he coordinates with Clickers BV in order to get everything in order in due time (visa etc.).

3.5 All prices, rates and charges are adjusted annually at the beginning of the year based on the formula $T_n = T_o (0.2 + 0.8 (S_n/S_o))$ (where T_n = new rate; T_o = old rate; S_n = reference hourly wage rate (national average - wages and social charges) published by Agoria, valid the month preceding the price adjustment; S_o = reference hourly wage rate (national average - wages and social charges) published by Agoria, valid the month preceding the conclusion of the contract.

4. Invoicing

4.1 The estimated quantities, included in the application document accepted by Clickers BV are an estimate of the deliverables and services, taking into account the parameters known at the time of acceptance of the application document.

4.2 Licenses are invoiced in advance based on the accepted request document. There will be no credit or refund for prepaid licenses that have not been utilized.

4.3 Hardware is billed in advance based on the accepted request document. There will be no credit or refund for prepaid hardware that has not been utilized.

4.4 Cloud computing services are billed monthly in advance.

4.5 Services will be billed immediately after delivery.

4.6 Complaints regarding invoices must be communicated to Clickers BV by registered mail within eight (8) days of receipt.

4.7 Payment shall be made within fifteen (15) days of the invoice date unless otherwise agreed upon. Failing this, the amounts due shall be increased, ipso jure and without prior notice of default, at the interest rate stipulated in the Law of 2 August 2002 on combating late payment in commercial transactions from the due date. In addition, the amount due will be increased by 10%, with a minimum of € 150. Legal and execution costs are not included in this amount. Non-payment of a single invoice shall automatically render all other invoices, even if not due, immediately payable. Clickers BV reserves in such case the right to suspend further performance and can therefore no longer be held liable for any agreed schedule etc.

4.8 If there are reasonable grounds to doubt the Customer's creditworthiness, Clickers BV shall be entitled to demand additional security for payment and, until such time, to suspend further execution of the agreement.

5. Performance

5.1 Clickers BV shall use its best efforts to deliver the license(s), hardware and/or service(s) in accordance with the agreement.

5.2 Stated delivery and execution deadlines are approximate and shall only take effect when all (technical) details have been agreed upon and after all data or materials useful for the execution are in CLICKERS BV's possession and Clickers BV has received any advance payment. The specified deadlines are always set in the expectation that Clickers BV can continue to operate as foreseen at the time of the request document.

5.3 Customer shall ensure that the necessary delegates are available to provide Clickers BV with the required clarifications regarding Customer's existing hardware and software. The Customer shall also provide the necessary facilities, including, parking, adequate work space (adequately lit and ventilated), power supply, communication facilities (including a connection capability to CLICKERS BV's server(s)), access to the Customer's work environment (limited, of course, to and for the performance of the Agreement) and the like. Where necessary, Clickers BV shall be granted permission and access to perform work outside normal business hours.

5.4 The Customer is aware that the execution of the agreement may in certain cases lead to a temporary unavailability of parts of the working environment. Clickers BV will consult with the Customer in such case.

5.5 The Customer shall provide Clickers BV in writing with all necessary information in a timely manner in order to enable Clickers BV to correctly estimate and perform the services to be provided.

5.6 In order to obtain a favorable outcome, the Customer shall assign suitably qualified personnel. Such personnel will not be replaced during the term of the agreement, except in case of resignation, prolonged illness or force majeure, or subject to a written agreement between the parties. If the personnel assigned to the agreement are nevertheless replaced, the new employees will have equivalent qualifications. The Customer accepts that replacements or unavailability of those in charge in its project organization may lead to a longer execution time of the project and therefore a higher cost price.

5.7 In the event of additional work, Clickers BV will forward a request document to the customer.

6. Delivery

6.1 Standard soft- and hardware (being generally available and not specifically developed within the framework of the agreement, even if amendments or extensions are made for the benefit of the Customer but within the basic possibilities of this hard- or software) shall be deemed to be delivered as soon as delivered, installed if necessary, in execution of the agreement. The support and maintenance agreement, any SLA and/or cloud computing services take effect from the signing of the order unless otherwise agreed upon.

6.2 Tailor-made software (being software implemented by Clickers BV within the framework of the agreement including in particular: integrated code and functional objects in the standard software, integral add-ons, being functional-technical wholes that together form a system or subsystem, additionally added to the standard software in order to meet the specific computerization needs and desires of the Customer as defined in the Agreement and which are not contained in the standard software on the contract date) shall be considered delivered and accepted as soon as it has been installed and is functioning in a test environment at the Customer's premises and transfers to the working environment ("live") with the Customer's consent. The same applies if the whole or any part of the tailor-made software has in any way been put into use by the customer and thus installed in the working environment. The Customer's premises can also be a cloud environment.

7. Right of use

7.1 The customer agrees to the license agreement(s) applicable to the delivered software. To the extent not already regulated in the applicable license agreement of the software in question, the following provisions shall apply.

7.2 The customer is granted only a non-transferable and non-exclusive right of use on the software (both standard and tailor-made).

7.3 This right of use includes the right for the customer to use the delivered software on the indicated or specified devices for the needs of his company, i.e. internal use, together with the corresponding documentation, and to make copies of the software. These copies will not be used by the customer but will only be used to replace the original material which has become unusable; they are subject to the provisions of the license and can only be used within that framework.

7.4 A separate license is required for each device on which the customer uses the software (unless otherwise stipulated by the software owner). However, the customer may use the software on a fallback machine (other hardware) provisionally and for a maximum of a one-time period of one month, if the specified device is temporarily unusable.

7.5 The customer is not permitted to sell, rent, dispose of or transfer by way of security any part of the software or to apply it other than for his own use and business, as stipulated in the agreement.

7.6 If the customer transfers to third parties, without CLICKERS BV's prior written consent, any part of the software delivered or performed in execution of the agreement, he shall be liable to Clickers BV for liquidated damages calculated as follows (highest of the following amounts): either the amounts originally charged by Clickers BV for performance of the agreement as well as additional interventions, increased by 30%, or the price charged by Clickers BV to other customers, according to contracts or tariffs to be submitted at the time of the infringement, for similar licenses and/or services, also increased by 30%.

7.7 The above is without prejudice to any damages or amounts which the Customer shall have to pay on account of infringements of license agreements or property rights of third parties.

8. Warranty

8.1 Clickers BV shall use its best efforts to ensure that the delivered soft- and hardware conform with its stated specifications provided that it is used by the customer in an appropriate environment in accordance with the instructions and that the customer has provided Clickers BV with appropriate information regarding his system, operating procedures and objectives.

8.2 Clickers BV undertakes to perform the service(s) with care, and in accordance with the agreement.

8.3 The foregoing warranties shall not apply in case of improper use, accident, modification, use in an unsuitable physical or operational environment, or in a working environment other than that intended, improper maintenance by the customer, or defect caused by a software or product for which Clickers BV is not responsible.

8.4 With regard to hardware and non-proprietary software, Clickers BV provides the same guarantees as those provided by the hardware or software manufacturer. Consequently, Clickers BV cannot be held liable for failing to provide an adequate solution.

9. Support

9.1 Support: upon payment of the "Support fee", Clickers BV provides telephone support for problems/questions related to the contracted software. The Customer can contact the helpdesk by phone and email during normal business hours (Monday to Friday, excluding Belgian public holidays, from 09:00 to 17:00), at the following email jan@Clickers BV.be.

9.2 The Support fee is invoiced annually in advance and the amount depends on the contracted software and/or hardware.

9.3 Reporting and handling of support questions is subject to well-defined procedures.

9.4 Update/Maintenance: upon payment of the "Update/Maintenance fee" Clickers BV shall make available to the Customer the versions released by the respective software manufacturer under the update or maintenance service. All related services (such as installation, implementation, training, etc.) regarding these versions are not included in the Update/Maintenance Fee.

9.5 If the Customer requires support while he has not paid the Support Fee resp. the Update/Maintenance Fee, Clickers BV will invoice on a time-and-expense basis. Support will then be scheduled on a project basis.

9.6 Services not covered by the Support Fee will be invoiced separately, if applicable:

on-site support at the customer's premises;

maintenance and reorganization of disks, files or databases, establishment of security;

installation of software on the client or on the server;

installation, implementation and/or training regarding "Hot Fixes", "Service Packs" and "New Releases";

support regarding operational or technical problems due to hardware, improper maintenance, improper manipulation or modification of the software by the customer or

a third party, improper use, accident, use in an unsuitable physical or operational environment, or in a working environment other than the intended one, or defect caused by the software or product for which Clickers BV is not responsible;

support on unsupported version of the software;

Database maintenance and monitoring;

requests to add or modify properly functioning software, consulting, research, project management, integration and migration, roll-out, acceptance testing, batch scheduling, reporting, training and in general any service not directly related to solving operational or technical problems.

10. Liability

10.1 Exploitation damages or damages resulting from media risks, breakdowns and/or professional misconduct on the part of Clickers BV shall in all cases be limited to compensation for actual and personal damages and shall be limited to the lesser of:

the invoiced price of the software or service (the twelve (12) last monthly amounts in case of periodic prices) which is the cause of the damage (minus the amounts charged for standard software (licenses) or third-party packages; as these were also paid by Clickers BV to third parties);

or

in case of exploitation damages caused by CLICKERS BV:

for physical and material damages mixed maximum €1,500,000.00 per claim per year:
Including but limited to:

intangible damage maximum €375,000.00 per claim and per year;

accidental pollution maximum € 500.000,00 per year;

neighborhood nuisance maximum € 500,000 per year;

in case of damage resulting from professional negligence of CLICKERS BV:

for physical, material and immaterial damages mixed maximum € 500.000,00 per claim and per year;

in the event of damage caused by Clickers BV to property entrusted to it maximum €25,000.

The immaterial damage is limited to 25% of the capital provided for the physical damage, without this amount being able to be lower than €250,000. If the capitals for the physical and material damage are mixed, the immaterial damage shall be limited to 25% of the mixed capital.

Clickers BV shall only be liable for pure non-material damages to the extent that they are due to professional misconduct.

10.2 Liability for professional misconduct means: Liability for any breach of undertakings, any negligence, error, inaccuracy, misleading statement, any omission committed by Clickers BV in the performance of intellectual performances (a.o. studies, designs, advice, guidelines,.) within the scope of CLICKERS BV's professional activities.

10.3 Media risk liability means liability for risks associated with the design of websites and/or web pages and/or the management of the content with which they are furnished. This includes:

the impairment of intellectual and industrial property rights such as, among others, the infringements of copyright, trademark, trade and domain name rights, database rights to the exclusion of portrait rights as well as the right to protection of privacy;

the loss of image or reputation, libel, slander, violations of public order and morality (including pornography, racism, discrimination of any kind, subversive propaganda);

the violation of regulations on economic dominance, price fixing, unfair competition, consumer protection.

10.4 Clickers BV is not liable for media risks when it has not itself determined the content and/or design of the site/webpage. Liability resulting from failure to remove information or to remove it in a timely manner when this is imposed/required by an administrative or judicial authority shall be borne by the customer.

10.5 Liability for failures shall mean: Liability for the total or partial failure, malfunction and/or delay of systems. Clickers BV is only liable for the malfunctions due to a professional error committed by it and/or defect in the delivered products and/or executed works. Excluded is the damage resulting from:

a shortage in the memory capacity reserved by the customer;

non-availability or unavailability of electronic information.

10.6 Clickers BV shall only be liable for damages resulting from computer viruses or from any

act of computer crime when caused by:

a defect in the security software or system developed and/or provided by CLICKERS BV;

the erroneous installation of a security system performed by CLICKERS BV;

erroneous advice and/or the erroneously recommended choice made by Clickers BV in the field of security systems, except when, for any person knowledgeable in the matter, such system unmistakably fails to meet an acceptable level of security at the time of performance;

an incorrectly performed maintenance and/or update of a security system except when the result of such maintenance and/or update manifestly fails to meet an acceptable level of security for any knowledgeable person at the time of such maintenance and/or update. Clickers BV shall not be liable for any failure to timely request a maintenance and/or update.

10.7 CLICKERS BV's liability is excluded in the non-exhaustive cases listed below:

the damage caused by war, civil war and facts of the same nature;

the damages caused during a strike, lock-out, riot, terrorism, sabotage and acts of violence with a collective impact and damages caused by radioactive, toxic, explosive or other dangerous properties of substances;

the costs of search, examination and withdrawal from the market of products or works that are or are presumed to be defective, including compensation due to third parties in this respect;

the damage resulting from a visible defect at the time of delivery or a defect known to the customer before the damage occurred, unless the customer proves that the damage was impossible to prevent;

any damage resulting from a repetition of the technical failure of the system when the fault causing the first failure could not be detected and/or has not been remedied;

any damage resulting from a repetition of the technical failure of the system when the fault that caused the first failure could not be detected and/or has not been remedied;

the commitments relating to the achievement of a result that exceeds the commitments usually applicable in the exercise of the profession as well as any damage resulting from the fact that the products or works, although not defective, do not have the promised effectiveness or efficiency;

the personal liability of CLICKERS BV's subcontractors;

any damage resulting from a choice of equipment or software recommended by Clickers BV which any person knowledgeable in the matter would consider to be unmistakably consistent with the objectives and needs of the Customers; any damage resulting from a lack of capacity in the system memory provided by the customer in view of the current or future information to be processed; any damage that could have been avoided by a simple backup (of the specific software or configuration) before the start of the work; any damage resulting from the disclosure of professional secrets, of confidential information, of the unauthorized use of information processing systems, of the falsification or misuse of computer programs, of the use of insufficient safeguards in computer programs, of the unlawful use of the computer for personal purposes by the customer.

consequential damages such as loss of profits, even if they are the immediate consequence of the event giving rise to the damages; commercial loss, increasing costs, disruption of planning, a claim by a third party;

indirect damage, even if foreseeable or if Clickers BV has been previously advised of the possibility of such damage; loss of or damage to data; loss of business, income, clientele (including damage to reputation or image) or anticipated profits or savings; if Clickers BV is requested to provide services with respect to software not installed by CLICKERS BV, Clickers BV shall not be liable for any deficiencies in such software or this due to the installation, programming or previously provided services with respect to such software.

10.8 In addition, if the Customer uses cloud computing services, Clickers BV shall be released from all liability because of one or more of the following reasons (the enumeration is not exhaustive):

inability to install the software on the remote server (cloud) due to the modification of the list of compatible software by the remote server provider; decline in quality of the remote server due to non-compliance with given advice; abuse of servers and software;

total or partial destruction of the information transmitted or stored due to errors directly or indirectly attributable to the Customer; in case of total or partial non-compliance by

the Customer (or his appointees) of his obligations and/or in case of failure of the Internet and/or the Internet supplier; the cloud computing services provided are dependent on other technical operators, Clickers BV cannot be held liable for the consequences of the failure of such technical operators;

in case of force majeure;

due to the characteristics of the internet, which are known by the customer, Clickers BV shall also not be held liable for, inter alia

the content of the information,

misuse of passwords,

unauthorized disclosure of confidential information due to system malfunction or piracy.

10.9 Any claim against Clickers BV in connection with the cloud computing services must be filed by registered mail within 48 hours after learning of the harmful event giving rise to any liability.

10.10 The limitations of liability in this article do not apply in case of fraud on the part of CLICKERS BV.

11. Responsibility of the Customer

11.1 The Customer shall ensure the security of the system (devices, hardware and software and, where applicable, the cloud provided). In case the Customer does not use the cloud computing services, the Customer shall to this end take physical copies of the programs and data, and keep them separately, so that no loss of data or other data is possible and therefore Clickers BV is not responsible for this. The customer shall keep an accurate record of the number of copies and their location, and shall notify Clickers BV if any of the copies are kept in a location other than the location of the designated devices or hardware.

If the Customer uses the cloud computing services, the copies will be stored via that system.

11.2 When using devices or other hardware, the customer shall provide each device or hardware with a virus scanner. Clickers BV shall not be responsible for any damage caused to the customer by viruses. In addition, the customer warrants that all devices, hardware, equipment, software and other operating assets which he uses are validly

acquired and used by him. He shall have all rights thereto and shall indemnify Clickers BV in this respect.

11.3 Before disposing of any data carrier or any designated devices, the Customer shall ensure that all software contained therein has been erased or destroyed.

11.4 The customer is obliged to keep his database technically up-to-date. All objects with changes must be consistently read in. The customer must confirm to Clickers BV when an object is put live. Only in this way can new objects be delivered. The customer must provide a copy of the database to Clickers BV at regular intervals, unless Clickers BV has access via Remote Support (optional service).

11.5 The Customer using the cloud computing services is liable for the content of the data stored and shall use the external cloud only for the application of the Clickers BV provided, to the exclusion of any other application. The customer is responsible for the content of the information stored on the external cloud via Clickers BV and undertakes to respect the rights of third parties.

12. Duration of the agreement

12.1 By signing an application document, the customer commits to the full intended purchase, Either party may terminate the agreement:

without notice of default, if the other party files for bankruptcy or is declared bankrupt or in case of apparent insolvency of that party;

if the other party fails to fulfill its obligations within thirty (30) days of being notified to do so.

12.2 The agreements relating to the "Update Fee", "Support Fee" and "Cloud Computing" have a duration of one (1) year from acceptance of the application document and are tacitly renewed for periods of one (1) year unless terminated by registered letter by one of the parties no later than three (3) months before the end of the current period.

13. Duty to cooperate

13.1 The parties undertake to inform each other immediately of any difficulty that may disrupt the punctual performance of the services and to provide each other with any explanation that may facilitate this.

14. Force majeure

14.1 If, as a result of force majeure, one of the parties is unable to comply with its obligations under the agreement for a period of more than three (3) months, the other party shall have the right to dissolve the agreement with immediate effect by registered letter without judicial intervention, without prejudice to the rights to compensation that will continue to apply to the injured party.

15. Special conditions regarding cloud computing services

15.1 If the customer enters into an agreement including cloud computing services, the following special conditions shall additionally apply.

15.2 The cloud computing services are provided for a minimum period of 12 months and are invoiced in advance.

15.3 The cloud computing services entail the maintenance and storage of the customer's data for the application of the Clickers BV software, within the limits of the special terms and conditions, with the possibility of having a specific storage restored.

15.4 The storage (backup) and fee payable depends on the subscription and usage chosen by the customer (see price list Cloud), and is payable by direct debit. The retention period of the data is limited to 7 calendar days (subject to express contractual deviation), after which the data will be destroyed/deleted without further notice.

15.5 Clickers BV will use its best efforts to provide access to the infrastructure 24/7. However, access may be temporarily suspended, inter alia due to a technical intervention to improve the system, or for maintenance, always striving for the least possible suspension of services. The targeted availability level is 99.5%.

15.6 Malfunctions or defects in the cloud system must be reported immediately to Clickers BV (by email or telephone), after which Clickers BV will use all its human and technical resources to effect the continuation of services. Outside normal hours of accessibility between 9am and 6pm, any intervention or support under this article shall be subject to a minimum of €75 in addition to the normal hourly base rate plus 50%, unless the intervention is caused by an act of Clickers BV or its cloud services provider.

15.7 Upon termination of the agreement, the customer may request the entirety of the stored data by registered mail within the 2 months after the expiration of the agreement, regardless of the cause. In the absence of this, the customer is deemed to have renounced the data. The cost of transferring the data is fixed at € 500.00 per transfer.

16. Intellectual property rights

16.1 Clickers BV shall at all times remain the owner of the software developed by itself and of the copyrights and derivative rights thereto. When customised software and/or hardware is purchased, the Parties agree that the Customer shall only become the owner of the software and/or hardware after full payment thereof. The Customer will remain the exclusive owner of all data, enriched data and derived data generated by the Customer at all times. The Customer bears the responsibility and risk of the software and/or hardware from the moment of delivery thereof.

16.2 For Artificial Intelligence related data and intellectual property only the customer-specific data delivered by the customer will remain full property of the customer. The customer cannot claim any rights on AI model intelligence provided by CLICKERS BV.

17. Generalities

17.1 The customer undertakes to treat as confidential and not to disclose to third parties any information which he learns about Clickers BV on the basis of an application document or within the framework of the agreement. If necessary, the necessary procedures shall be issued for this purpose and appropriate obligations shall be imposed on personnel.

17.2 The customer undertakes not to directly or indirectly employ employees or former employees of CLICKERS BV. This provision applies both during the agreement and for two (2) years after its termination. Nor shall the customer directly or indirectly entrust certain agreements to them. In the event of a breach of this clause, Customer shall pay to Clickers BV damages equal to 24 months' gross wages of the employee or former employee, as last paid by CLICKERS BV.

17.3 Clickers BV shall be entitled, upon notice to the Customer, to report the system to the Customer and to use the Customer's name hereby in its brochures and publicity.

17.4 The parties shall submit all disputes concerning performance and interpretation of the agreement to the courts in Ghent and only they shall be competent to adjudicate them.

17.5 This agreement is subject to Belgian law.