Article 1 - Definitions

The terms below are defined in the Syleor Online Agreement and Syleor Online Conditions as follows:

1.1 **Additional Order**: the purchase of subscriptions, changes to (number of) Users, changes to plan types and so on after the Syleor Online Agreement has come into effect;

1.2 **Customer**: the natural person or legal entity that has entered into an Syleor Online Agreement with Syleor or is negotiating with Syleor;

1.3 **Customer Data**: all data that the Customer enters in the Web Application or that are entered in the Web Application on behalf of the Customer;

1.4 **Consultancy Services**: the consultancy services provided by Syleor to the Customer under the Syleor Online Agreement;

1.5 **Third-Party Components**: a piece of software, software component, collection of components, or an API interface to a library, developed by a third party and used by Syleor in its software for the Web Application;

1.6 **Third-Party Services**: a service developed by a third party that is enabled by a connection between the Web Application and a third party's website or application;

1.7 **Subsidiary**: another legal entity in which Syleor, or the Customer holds an interest of over 50% of either the share capital or voting rights in a general meeting, or has another controlling interest;

1.8 **Documentation**: Syleor's electronic or other documentation pertaining to the Web Application;

1.9 **Syleor**: Syleor B.V. or one of its Subsidiaries acting as a supplier of services under the Syleor Online Agreement;

1.10 **Syleor Online Agreement**: the agreement entered into between Syleor and the Customer regarding the Syleor Online Services, Consultancy Services and any Additional Orders, including these Syleor Online Conditions;

1.11 **Syleor Online Service(s)**: the services to be provided by Syleor, as described further in the Syleor Online Agreement;

1.12 **Syleor Online Conditions**: these Syleor Online Conditions;

1.13 **User**: the Customer, an Employee of the Customer who uses the Syleor Online Service;

1.14 **Restricted Party Lists**: any applicable restricted party lists, including without limitation the U.S. Treasury, Office of Foreign Assets Control's Specially Designated Nationals List; the HM Treasury Consolidated List of Financial Targets in the UK, and the European Union's Consolidated List of Sanctioned Individuals and Entities;

1.15 **Login Details**: usernames, passwords, tokens and other codes intended solely for the User to access the Web Application;

1.16 **Login Procedure**: the procedure prescribed by Syleor that the Customer must follow to access the Web Application;

1.17 **Employee**: an employee of the Customer or Syleor and/or a natural person or legal entity who is authorised to work for or under the responsibility of the Customer or Syleor;

1.18 **Defects**: all failures in the Web Application that significantly impede its functioning, as described in the Documentation. The lack of certain functionality in a new version of the Web Application that was present in a previous version is not considered to be a Defect;

1.19 **Privacy Policy**: the privacy policy, made separately available on Syleor's Website, which applies to Syleor's processing of the Customer's personal data and is in accordance with the applicable laws and regulations;

1.20 **Sanctioned Country**: any country or territory subject to economic sanctions;

1.21 **System Requirements**: the minimum requirements that Syleor sets for the Customer's hardware and software to be able to properly use the Syleor Online Services;

1.22 **Confidential Information**: confidential information about the Customer or Syleor, including **(a)** information marked as 'confidential' in writing, **(b)** information not generally known to the public, **(c)** information not generally disclosed by the party to whom it relates and/or from whom it originates, and **(d)** information whose confidential nature is reasonably known;

1.23 **Web Application**: the software as described in the Syleor Online Agreement, to which Syleor grants the Customer access through the Syleor Online Services for use in accordance with the provisions of the Syleor Online Agreement;

1.24 **Website**: Syleor's website;

1.25   Working days: Monday to Friday, excluding public holidays

Artikel 2 - General

2.1   These Syleor Online Conditions apply to all Syleor Online Agreements.

2.2   Stipulations that deviate from these conditions will be binding only if they have been agreed in writing and will apply only to the case in question.

2.3   Syleor expressly rejects the applicability of the Customer's general terms and conditions.

2.4   In these conditions, the terms 'in writing' or 'written' also mean by e-mail.

2.5   If Syleor does not require strict compliance with these conditions in a particular case, it does not forfeit the right to require strict compliance in future cases, similar or otherwise.

2.6   Syleor reserves the right, at its sole discretion, to amend the Syleor Online Conditions occasionally fully or partially. Syleor will give reasonable prior notice through the Syleor Workflow Manager Application, the Website or otherwise before the updated Syleor Online Conditions come into effect. Syleor may also alter or discontinue the Syleor Online Services, in whole or in part. If the Customer does not agree with the intended changes, the Customer may terminate the Syleor Online Agreement in accordance with Article 5.2. In the absence of a notice of termination, the Customer is deemed to have accepted the amended Syleor Online Conditions.

2.7   All offers or quotations regarding the Syleor Online Services are non-binding and revocable.

2.8   The Customer may place an order or Additional Order for Syleor Online Services in Syleor's stipulated manner. Each order or Additional Order is subject to Syleor's acceptance. Syleor may accept or reject an order or Additional Order at its sole discretion. The Syleor Online Agreement comes into effect on the date on which Syleor sends the Customer a confirmation of the order or Additional Order (the 'Effective Date').

2.9   Syleor sets all delivery periods to the best of its knowledge and observes them as far as possible. Insofar it is maximally permitted under applicable law to stipulate this in the Syleor Online Conditions, the Customer is not entitled to any compensation (damages), refund or discount because of a late delivery.

2.10   Any request by the Customer to change the number of Users and/or modules will be considered as an Additional Order under Article 2.8. To the extent the Customer requests any reduction, they must explicitly state which specific Users and/or modules must be removed. Customer may not misuse its right to request any reduction. If Customer misuse its right under this Article, to the sole discretion of Syleor, or does not comply with the obligation to specify, they will remain liable for the monthly fee for these Users and/or modules.

2.11   The Customer accepts responsibility for choosing the Syleor Online Service to achieve their intended results and acknowledges the Syleor Online Service has not been developed to meet individual requirements of Customer.

2.12   These conditions have been drawn up in different languages. If there is a difference of opinion about the content or purport of these conditions, the Dutch text will be binding.

Artikel 3 - Right of use

3.1   When the Syleor Online Agreement comes into effect, Syleor grants the Customer a non-exclusive, non-transferable and non-sublicensable right to use the Web Application and Documentation during the term of the Syleor Online Agreement solely for their internal business operations, for the number of Users, Administrations and modules as set out in the Syleor Online Agreement, and for any Additional Orders placed during the term of the Syleor Online Agreement.

3.2   The Customer may not allow the Web Application to be used by or for the benefit of any other person or legal entity other than the Customer and its Employees, except for a Subsidiary. The Customer may not relicense or sublicense the

Web Application, or use the Web Application for training third parties, commercial use, rental or use by a service agency.

3.3 The Customer expressly may not use the Web Application for or having it used by more Users and/or Administrations than the number specified in the Syleor Online Agreement.

3.4 Without Syleor's prior written consent, the Customer may not transfer an Syleor Online Agreement or any of their rights and/or obligations under an Syleor Agreement.

3.5 To the extent not contrary to any mandatory provision of law, Syleor may adjust the Web Application at its own discretion. Syleor will inform the Customer in due time of updates and/or upgrades to the extent these are important for the use of the Web Application.

3.6 The Customer agrees that the Web Application may contain Third-Party Components and Services to which additional licence conditions may apply that impose restrictions on export, import and access. By accepting these Syleor Online Conditions, Customer agrees to fully comply with all relevant laws and regulations applicable to the use of the Syleor Online Services in their geographical region.

Artikel 4 - Prices and payment

4.1 All prices, fees and other tariffs applied by Syleor are exclusive of VAT and exclusive of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority, which can be adjusted interim in accordance with applicable governmental, fiscal or other changes in such levies. Payments shall be made in full and free and clear and without deductions for or on account of any such taxes, levies, imports, duties, charges and fees, save as required by law. If Customer is required by law to make any such deduction, it will pay to Syleor such additional amounts as are necessary to ensure receipt by Syleor of the full amount which Syleor would have received but for the deduction, unless Syleor and Customer have agreed otherwise. Any and all liability in respect to (payment of) such deductions to the authorities shall be the sole responsibility of Customer.

4.2 From the Effective Date, the Customer must pay Syleor a fee for the Syleor Online Services, regardless of whether they actually use these services. This is separate from any applicable fees for Consultancy Services, which will be invoiced separately. If the Customer places Additional Orders during the term of the Syleor Online Agreement, these will be invoiced pro rata from the date on which they are actually confirmed and processed.

4.3 Wherever possible, Syleor will inform the Customer of a fee adjustment through the Syleor Workflow Manager site 1 (one) month before the date on which the adjustment comes into effect. Syleor may adjust its fees monthly. If this fee adjustment leads to higher fees and the Customer does not consent to the proposed change, they may terminate the Syleor Online Agreement in accordance with Article 5.2, in absence whereof the Customer is deemed to have accepted the adjusted fees.

4.4 Fees are payable in advance only (except for the payment of the first fee at the start of the Syleor Online Agreement). Any other fees relating to the Syleor Online Agreement (for example Consultancy Services or training), are payable at the end of the month or, if expressly agreed with Syleor, at the end of the year. It is therefore possible that the Customer must pay a final amount after the Syleor Online Agreement has ended. Upon termination of the Syleor Online Agreement any remainder of the original amount not yet paid by the Customer will become immediately due and payable to Syleor.

4.5 Syleor may (at its sole discretion) offer the Customer various payment methods (such as credit card, PayPal, etc.) To the extent Syleor offers a specific payment method to the Customer and the Customer accepts it, the Customer agrees that additional conditions of Syleor or of third parties may apply to that payment method.

4.6 Unless agreed otherwise, the Customer will pay by direct debit and provide Syleor with the correct authorisation. The Customer must have a bank account with a national or international bank, registered with the local central bank. Direct debit payments are collected monthly. Syleor will send a preliminary notice no more than 7 (seven) days before the

collection takes place. To the extent a direct debit is not possible, the invoiced amount must be paid within 14 days of the invoice date.

4.7   The Customer must provide Syleor with all relevant and correct details, including but not limited to their full name, address and payment details as well as VAT relevant details, and immediately notify Syleor of any change in these details through the Web Application. In case Customer fails to do so and does not cooperate or provides unclear details, the consequences are at Customers own expense and risk.

4.8   If the Customer does not pay fees when due, or if the payment cannot be processed for reasons not attributable to Syleor, Syleor will inform the Customer accordingly and reserves its right to limit the functionality of the Web Application or to block Customer's access to the Web Application without incurring any liability towards the Customer. At Customer's request, Syleor may lift that restriction or blocked access to the Web Application when the outstanding amounts, plus an additional fee in accordance with Article 4.10, have been paid in full.

4.9   If the Customer fails to fulfil its payment obligations under this Article 4, or fails to do so on time, the Customer is in default without further notice of default being required and has to pay interest of 1.5% per month (or part of the month).

4.10   The Customer is liable for all costs, expenses and (financial) damages, including but not limited to lawyer's fees and collection costs that Syleor incurs because of Customer's failure to fulfil their payment obligations. Syleor's collection costs are set at a minimum of 15% of the principal amount of the claim.

4.11   Syleor may require immediate advance payment from the Customer until the end of the intended term of the Syleor Online Agreement. This total fee is immediately due and payable.

Artikel 5 - Term and termination of the Agreement

5.1   The Syleor Online Agreement commences on the Effective Date and is entered into for a period of 1 (one) month. The term of the Syleor Online Agreement does not change because the Customer places Additional Orders. At the end of the term, the Syleor Online Agreement is tacitly renewed, each time for a subsequent period of 1 (one) month ("Renewal Date").

5.2   Customer may terminate the Syleor Online Agreement through the Web Application and taking into account a notice period by Customer of 1 (one) month counting from the Renewal Date. Syleor may terminate the Syleor Online Agreement only in writing taking into account a notice period of 1 (one) month counting from the Renewal Date.

5.3   Notwithstanding its other rights and defenses, Syleor may, without liability, suspend its obligations and/or block a Customer's access to the Syleor Online Services with immediate effect, if that Customer fails to duly fulfil their obligations.

5.4   Syleor may fully or partially terminate the Syleor Online Agreement without further liability at any time, with immediate effect and without judicial intervention, by means of notice (electronic or otherwise) to the Customer, if the Customer:
a) fails to duly fulfil one of their obligations under the Syleor Online Agreement and, after written notice from Syleor, does not remedy this negligence or failure to perform within a reasonable period after provision of that notice;
b) files or has filed it a petition in bankruptcy which is not dismissed within 30 days, a receiver is appointed, the Customer informs Syleor they can no longer fulfil their payment obligations or if Syleor must conclude from the circumstances that the Customer can no longer fulfil their payment obligations, or if the Customer is dissolved, granted a moratorium on the payment of their debts, liquidated or ceases their activities as a going concern or
c) breaches any of the obligations and warranties as described in Article 18.7, 18.8 and/or 18.9.

5.5   The termination of the Syleor Online Agreement does not release the Customer from pre-existing obligations to pay any fees or other amounts due to Syleor, nor does it entitle the Customer to any refund of fees or other amounts paid under it. Syleor is under no circumstances obliged to pay compensation because of termination.

5.6 On termination of the Syleor Online Agreement, the Customer may download all of their Customer Data up to the last day of the Syleor Online Agreement. After termination of the Syleor Online Agreement, the Customer must immediately and permanently cease using the Web Application and will no longer have access to the Web Application and its data.

5.7 For up to 3 (three) months after the termination of the Syleor Online Agreement, the Customer may request Syleor to reactivate the Syleor Online Agreement. Syleor is not obliged to comply with this request, and any reactivation will take effect only once Syleor has received payment of the reactivation fee. After reactivation, the Customer can again view its Customer Data as stored in the Web Application prior to the termination, if and when such Customer Data is still readily available at Syleor and can be provided to the Customer. The Customer hereby grants consent to Syleor for **(i)** retaining the Customer Data for a period of 3 (three) months after the termination of the Syleor Online Agreement, and **(ii)** destroying the Customer Data at the end of that 3 (three-)month period after the termination of the Syleor Online Agreement.

5.8 If the Customer enters into an annual subscription for Syleor Online, the following differences apply:

a) to the extent not explicitly stated otherwise, each reference to 'per month' or 'monthly' means 'per year' or 'annually';

b) in deviation from Articles 5.1 and 5.2 of the Syleor Online Conditions, the Syleor Online Agreement: **(i)** is entered into for the period of 1 (one) year; **(ii)** is tacitly renewed for subsequent one-year periods; **(iii)** is terminated through the Web Application effective from the end of a current period with observance of a one-month notice period;

c) in deviation from Article 4.3 of the Syleor Online Conditions, the Customer may, after any fee adjustment, terminate the Syleor Online Agreement through the Web Application as from the date on which the adjusted fee takes effect;

d) in deviation from Article 4.4 of the Syleor Online Conditions, an annual fee may apply and any reference to a monthly fee will be regarded as a reference to an annual fee.

Artikel 6 - Login Procedure

6.1 The Customer and Users gain access to the Web Application through the Login Procedure, exclusively using the Login Details that Syleor provides to the Customer. Syleor is entitled to adjust the Login Procedure at its own discretion and will inform the Customer of this in a timely manner.

6.2 The Customer is responsible for the Login Details and must handle these details with due care. Each individual User has their own Login Details that are personal to the individual User and may not be shared with or transferred to any other party or person, whether or not part of the Customer's organization. The Customer and Users must keep the Login Details completely confidential. The Customer is liable for any use of the Login Details by the Customer, their Employees and Users. Furthermore, all Users' actions in this regard are at Customer's expense and risk. Syleor does not accept any liability in this respect.

Artikel 7 - Rules of Use

7.1 The Customer warrants that Users will use the Web Application in accordance with the Syleor Online Agreement, the Documentation, these conditions and applicable laws and regulations, and will not use the Syleor Online Services for any act(s) and/or conduct that would expose Syleor to negative publicity. The Customer is ultimately responsible for all information the Users add to or change in the Web Application.

7.2 The Customer shall not:

a) use or attempt to use the Syleor Online Service for any illegal or unlawful purpose or to infringe intellectual property rights belonging to third parties;

b) use or attempt to use the Syleor Online Service in such a way that it disrupts the provision of the Syleor Online

Service to third parties;

c) access or attempt to access any part of the Syleor Online Service which the Customer is not authorised to access;

d) access or attempt to access any part of the Syleor Online Service with automated means (for example with a scrape, crawl or spider);

e) access, store, distribute, upload or transmit any virus, Trojan horse, worm or other electronically infected file or device;

f) use any form of automated integration other than automated integration through APIs (application programming interfaces) that Syleor provides;

g) reverse engineer, decompile, copy, distribute, disseminate, sublicense, modify, translate, scan, adapt or otherwise modify and/or reproduce any software or other code or script forming part of or accessible through the Syleor Online Service or Website; and/or

h) directly or indirectly disrupt or attempt to disrupt the functioning of all or any part of the infrastructure of Syleor or of third parties or connections between them.

7.3 If the Customer discovers at any time, they can enter Syleor's network layers, Customer must report this immediately to Syleor.

7.4 The Customer is responsible for the operation of their hardware and software, configuration and internet connection required for using the Syleor Online Services. The Customer warrants that the equipment and software used by it for the Syleor Online Services meet the System Requirements. The Customer is responsible for taking the necessary measures to protect their equipment, software, Login Details and telecommunications and internet connections against viruses, computer crimes and unauthorised third-party use.

7.5 If Syleor, at its sole discretion, believes the undisturbed operation of its infrastructure and/or the provision of services to its Customers is at risk for reasons including but not limited to virus infections, denial of service attacks, port scans, hacking, spam from or on behalf of the Customer or otherwise, it may issue instructions that must be immediately followed by the Customer, and Syleor may suspend all or part of its services for as long as the relevant risk exists. If the Customer does not immediately follow the instructions, they will be in default with no need for any further notice of default.

Artikel 8 - Availability

8.1 Syleor will do what is commercially reasonable to ensure the optimal availability of and access to the Web Application. The applicability of any service level agreement must be expressly agreed.

8.2 Notwithstanding Article 8.1, Syleor may, without prior notice, permanently or temporarily block or disable access to the Web Application or restrict its use to the extent this is reasonably necessary from time to time:

a) to perform preventive or regular maintenance or upgrade work;

b) if an actual or suspected security breach occurs; and/or

c) if another emergency occurs; all without the Customer being entitled to claim compensation from Syleor. Syleor will make every effort to limit these measures to a minimum and, to the extent commercially feasible, inform the Customer in due time.

Artikel 9 - Support

9.1 For the duration of the Syleor Online Agreement, the Customer is entitled to support for the use and functionality of the Syleor Online Services. Only a User may request support, which includes the right to consult Documentation. The Customer will be entitled to telephone support only once these support options have been exhausted, in accordance

with the Customer's type of Syleor Online Agreement. The telephone support will be available to the Customer on the times communicated via the Web Application, in the time zone where the Subsidiary of Syleor that is the supplier for the Customer is located. The Customer agrees that Syleor is entitled to access their data for the purpose of providing support.

9.2   Support does not include:

a) services relating to system configurations, hardware and networks;

b) structural work such as defining connections with third party software;

c) on-site support;

d) expanding the functionality of the Web Application at the Customer's request;

e) (Customer specific) design and configuration, training or other services not expressly described in the Syleor Online Agreement;

f) support for the internet connection;

g) support in an environment that is not supported according to the System Requirements.

9.3   The Customer may request Syleor to perform work in relation to the subjects referred to in 9.2 a) to g), for example through Consultancy Services as referred to in Article 10. All work that Syleor performs will be charged in addition to the fee referred to in Article 4 and at Syleor's prices in effect at that specific time.

Artikel 10 - Consultancy Services

10.1   The Customer can request Consultancy Services. In consultation with the Customer, Syleor will schedule the delivery of the Consultancy Services, considering the Customer's desired schedule to the extent reasonably possible. Syleor shall use commercially reasonable efforts to perform the Consultancy Services according to the agreed schedule. Syleor has no obligation of result.

10.2   The Customer may cancel an order for Consultancy Services up to 5 (five) Working Days before the agreed starting date of the Consultancy Services or request Syleor to determine a new start date. If the Customer cancels or postpones the Consultancy Services within 5 (five) Working Days before the agreed starting date, Syleor may charge the Customer the fee for the planned Consultancy Services.

10.3   Syleor may replace the Employee performing the Consultancy Services and/or to outsource the performance of the Consultancy Services, at its sole discretion and without prior notice to the Customer.

10.4   Consultancy Services are performed on Working Days during normal office hours, with a 30-minute lunch break and charged to the Customer upon delivery. Depending on the activities, the Consultancy Services can be either performed remotely or at the premises of Customer, this entirely at Syleor's discretion.

10.5   If the Customer's computer systems do not meet the System Requirements at the start of the Consultancy Services, Syleor may, at its sole discretion, charge the Customer for any resultant unused Working Days and for any costs it has had to incur for the Customer's computer system to meet the System Requirements.

10.6   The Customer is responsible for a safe working environment and healthy working conditions if Consultancy Services are performed on their premises. The Customer indemnifies Syleor against all claims of Syleor's Employees and/or third parties if these conditions are lacking.

Artikel 11 - Customer Data

11.1   The Customer always remains the owner of the Customer Data and is solely responsible and liable for the content and accuracy of the Customer Data. The Customer's compliance with all applicable laws and regulations associated with the creation, retention and disposing of (computer-generated) data in each jurisdiction where the Customer uses the Web

Application or transmits Customer Data through the Web Application is the Customer's sole responsibility. Syleor is not subject to a statutory retention period for the data the Customer enters within the Web Application.

11.2 Syleor warrants that the Customer Data is protected against loss, damage or destruction to the extent commercially and reasonably practicable; but cannot guarantee that no loss, damage or destruction of data will occur. Syleor continuously makes a back- up of Customer Data exclusively for data recovery purposes. Syleor cannot provide this backup directly to the Customer. The Documentation describes the options available to the Customer to secure certain Customer Data. . Syleor is not liable for the costs of (reproducing) mutilated, corrupt or lost data, nor for any (consequential) damages or loss of profit on the part of Customer.

Artikel 12 - Personal data and privacy

12.1 Customer agrees that the Privacy Policy as published on the Website [link to Syleor's Privacy Policy] applies to any processing by Syleor of the Customer's personal data. The Customer hereby expressly consents to the Privacy Policy. Syleor may amend the Privacy Policy occasionally and will give notice of the amendments. It is the Customer's responsibility to review the Privacy Policy and become familiar with any amendments. The Customer's continued use of the Syleor Online Service(s) following such amendments will be regarded as the Customer's acceptance of the revised Privacy Policy.

12.2 With regard to data the Customer has entered through the Web Application, the Customer will:
a) warrant they will process, store and use their personal data in accordance with all applicable laws and regulations and codes of practice;
b) comply with all their obligations as the data controller and/or processor under applicable data protection and privacy legislation, including but not limited to, guaranteeing all necessary information will be provided to all data subjects whose data formed part of the entered data as regards the proposed use and disclosure of their data because of the Customer's use of the Syleor Online Service;
c) warrant they have obtained all necessary consents and authorisations required to process and store their personal data through the Web Application, and Syleor is not responsible or liable to the Customer for obtaining any necessary consents or authorisations on their behalf; and
d) handle all requests from data subjects and/or other regulatory authorities relating to the Customer Data.

12.3 The Customer must indemnify Syleor against any action and claim from third parties, however named and for whatever reason, including but not limited to actions for payment of damage, costs and fines relating to the processing, storage and/or use of personal data under the Syleor Online Agreement.

12.4 Syleor will adopt appropriate technical and organisational measures against the unauthorised or unlawful processing of data that the Customer has entered through the Web Application and against incidental loss, destruction or damage.

12.5 Except to the extent specifically provided in the Syleor Online Agreement or the Privacy Policy, and/or as may be reasonably required to enable Syleor to comply with its obligations under the Syleor Online Agreement, Syleor will not access data that the Customer enters through the Web Application and will not make these data available to third parties (with the exception of Syleor's Subsidiaries and/or affiliated companies), unless it is required to do so under the law, a court order, or by a public authority. Syleor may access, aggregate and use non-personally identifiable Customer Data; these data will in no way identify the Customer or any other individual. Syleor may use these data to:
a) help it better understand how its customers use the Syleor Online Services;
b) provide its customers with more information on the use and benefits of the Syleor Online Services;
c) improve business productivity;
d) creating and publishing business insights from aggregated data and
e) otherwise improve Syleor Online Services."

Artikel 13 - Confidentiality

13.1 Neither party may disclose or use any Confidential Information received from the other party for any purpose other than that for which the Confidential Information has been disclosed and/or as may reasonably be necessary to enable each party to perform their obligations and exercise their rights. This also means that Syleor may provide Confidential Information of the Customer to the Customer's directors, employees, agents, subcontractors and advisers.

13.2 Both parties will adopt all reasonable measures to comply with their confidentiality obligations and warrant that their Employees and third parties they hire will comply with these obligations.

13.3 The confidentiality obligations in this Article do not apply to the extent that the Confidential Information: a) was already in the possession of the receiving party before it was obtained from the disclosing party; b) was developed independently by the receiving party without using information or data of the disclosing party; c) is or will become publicly known or accessible other than through an act or omission of the receiving party; d) is disclosed by a third party to the receiving party without breaching an obligation of confidentiality towards the disclosing party; or e) must be disclosed pursuant the law, a regulation, court order or a decision of a public authority, on condition that the receiving party makes every effort to limit the scope of that mandatory disclosure.

Artikel 14 - Intellectual property rights

14.1 All registered and unregistered copyrights, patents, trade name rights, trademarks, database rights, design rights, rights relating to confidential information and trade secrets and all other intellectual and industrial property rights, whether or not registered, and all similar rights to protect or information relating to the Website, Web Application and Documentation are the exclusive property of Syleor or its licensor(s). None of the provisions set out in the Syleor Online Agreement or the Syleor Online Conditions may be construed in such a way that it results in the full or partial transfer of those rights to the Customer.

14.2 The Customer may not fully or partially change, remove or making unrecognisable Syleor's intellectual property rights on or in the Website, Web Application or Documentation. The Customer may not use or register any trademark, design, logo or domain name of Syleor or any corresponding name or sign in any jurisdiction worldwide. Any use of Syleor's trademarks and other intellectual property and all goodwill arising from that use is for the benefit Syleor.

14.3 Syleor will defend the Customer against any legal action brought against the Customer, to the extent this is based on a claim that the Web Application used in accordance with the Syleor Online Agreement, Syleor Online Conditions and Documentation, infringes a patent, copyright or trade secret of third parties that is valid and enforceable in the jurisdiction applicable to the Syleor Online Agreement concluded between Syleor and the Customer. Syleor indemnifies the Customer against all and any liability finally adjudged by a court for costs or compensation arising out of such a claim or its settlement, provided that:
a) the Customer immediately gives Syleor written notice of such claim (and all prior claims in connection with this legal action) when they learn of it;
b) the claim concerns the rights of a third party in a country that is a party to the Berne Convention;
c) the Customer cooperates fully with Syleor in every reasonable manner, at Syleor's expense, to facilitate the defence and settlement of such a legal action;
d) the Customer allows Syleor to defend and negotiate the claim concerned at its own discretion.

14.4 If the Customer is prohibited from using the Web Application by a court order because of an infringing act as referred to in Article 14.3 or, in Syleor's opinion, there is a chance that the Web Application will be the subject of a successful claim for infringement, Syleor may, at its sole discretion and expense:
a) obtain the right for the Customer to continue using the Web Application as set out in these Syleor Online Conditions;
b) replace or modify the Web Application so that it no longer infringes, provided that its functionality remains substantially unchanged; or if options (a) and (b) are not reasonably feasible – in Syleor's opinion –

c) terminate the Syleor Online Agreement, including the rights granted in it, with respect to the infringing Web Application.

14.5   Notwithstanding the provisions of Article 14.3, Syleor is not liable towards the Customer to the extent a claim is based on:

a) use of the Web Application in connection with data, equipment or software that Syleor has not provided, where the Web Application in itself would not infringe or otherwise be the subject of the claim;

b) incorrect or unauthorised use of the Web Application or use in a manner not described in the Documentation;

c) use of the Web Application by or on behalf of the Customer contrary to the Syleor Online Agreement, Syleor Online Conditions and Documentation;

d) an adjustment of the Web Application made by a natural person or legal entity other than Syleor; or

e) Syleor's compliance with the Customer's express instructions. The Customer will indemnify, defend and hold Syleor harmless against claims brought directly against Syleor as described in paragraphs a up to and including e) of Article 14.5.

14.6   The Customer accepts that Syleor's full and exclusive liability for infringements of patents, copyrights, trademarks or other intellectual property rights is as set out in this Article 14 and Article 16. Syleor may adopt and enforce technical measures to protect the Website, Web Application and Documentation, including the intellectual property rights to them. The Customer may not circumvent or remove such technical measures.

Artikel 15 - Third-party software components and services

15.1   The Customer acknowledges that the Web Application may contain Third-Party Components, and that because of their use of those Third-Party Components, additional conditions will apply to the Customer's use of the Web Application. Upon first request of the Customer, Syleor will make the relevant conditions available to the Customer., The Customer confirms having read and understood these conditions. These conditions may be amended occasionally, and it is the Customer's responsibility to regularly familiarize itself with any amendments. Customer's continued use of the Web Application and such Third-Party Components after these amendments will be considered the Customer's acceptance of the revised conditions, unless these Syleor Online Conditions stipulate otherwise. Any Third-Party Components embedded in the Web Application or sublicensed to the Customer will be licensed by Syleor to the Customer in their current state ('as is'). Except from warranties that the third- party licensor provides explicitly and directly to the Customer under any conditions of that third party, Syleor does not provide any further warranty with regard to those Third-Party Components and Syleor accepts no liability for any damage whatsoever arising from the Customer's use of these Third- Party Components.

15.2   The Customer acknowledges that their use of Third-Party Services is subject to the conditions of the third party and accepts this. In case Customer Data is accessible, exchanged or stored, this will only be possible with the Customer's authorisation. By choosing to give a third-party (or third-party website), a Third-Party Service and/or the Web Application access to Customer Data in the Web Application and/or from a third-party (or third-party website), the Customer agrees to the use of its Customer Data for the purpose of the described functionality. This description may be included in an additional disclaimer, an introduction text, a pop-up 'click and accept' screen, or any another related description in the Web Application or on the third-party website. The Customer acknowledges that Syleor:

a) is not obliged to provide access to Third-Party Services;

b) has no control over Third-Party Services;

c) does not warrant any features or qualities of Third-Party Services;

d) does not guarantee that Third-Party Services will be uninterrupted or permanently available; and

e) may suspend or terminate access to and use of Third-Party Services, as enables in connection with Customer's use of

the Web Application, at its discretion without Customer being entitled to any refund, credit or other compensation. Where Third-Party Services are provided free of charge, this may be changed at Syleor's discretion.

Artikel 16 - Liability

16.1   Syleor does not intend to limit or exclude its liability for death or personal injury caused by negligence in any way, nor for any other case, claim or matter for which liability cannot be legally limited or excluded.

16.2   Subject to Article 16.1, Syleor's total liability due to an attributable failure in the performance of the Syleor Online Agreement or on any legal basis whatsoever, including any failure to perform a warranty obligation agreed with the Customer, is expressly limited to compensation for direct damage up to an amount of 50% of all amounts invoices in the six (6) months prior to the event causing such damages. Syleor's total liability for direct damage, on any legal basis whatsoever, will never exceed EUR 10,000.00 (ten thousand euros). In all cases, a series of related events shall be considered as a single event for these limitations.

16.3   Subject to Article 16.1, Syleor will never be liable for lost profits, lost savings, reduced goodwill, damages due to business interruption, damages resulting from claims brought by the Customer's own clients, corruption or loss of (the use of) data, damages relating to the use of third-party goods, materials or software prescribed by the Customer to Syleor, damages relating to using suppliers prescribed by the Customer to Syleor, or any other form of indirect, incidental or consequential damage, regardless of the nature of the underlying act (breach of contract, tort or otherwise), even if Syleor was notified or was aware of the possibility that such damage might occur.

16.4   Syleor is never liable for any damage of any nature suffered by the Customer:

a) in connection with the temporary unavailability, incorrect or incomplete availability of the Web Application;

b) in connection with the failure to function or improper functioning of software of the Customer or of third parties (including Third-Party Components and Third-Party Services), of the equipment of the Customer, Syleor or third parties, or of internet connections of the Customer, Syleor or third parties; and/or

c) in connection with the inaccurate, incomplete or late transmission or receipt of Customer Data or other data that is placed with Syleor through the Web Application. The Customer accepts that the Web Application can never be perfect or 100% free of Defects and that not all Defects can or will be remedied.

16.5   Except as provided in Article 14, it is not intended for the Customer's clients, prospects, employees, representatives, agents, contractors and subcontractors to be regarded as third-party beneficiaries under this Syleor Online Agreement and for them to become a party to the Syleor Online Agreement. Customer agrees to fully indemnify Syleor, its Employees, representatives, contractors, subcontractors and agents who are hired to perform Syleor's obligations against third-party claims.

16.6   Syleor's liability in any case will arise only after the Customer has given Syleor an immediate and proper electronic notice of default, in which the Customer must give Syleor a reasonable period (of at least 30 days) to remedy its attributable failure to perform and Syleor still does not perform within that period. The notice of default must include a full and detailed description of the failure, so that Syleor can respond adequately.

16.7   In the event that Syleor is in breach of any of its obligations, any rights of the Customer to compensation will become void if the Customer fails to take measures to:

a) limit the damage immediately after it has occurred;

b) prevent other or additional damage from occurring; or

c) if the Customer fails to inform Syleor of the damage as soon as reasonably possible and to provide it with all relevant information.

16.8   The provisions of this article and all other limitations of Syleor's liability also apply to all natural persons and legal entitles that Syleor engages for the performance of the Syleor Online Agreement.

16.9 The Customer acknowledges that the information provided by or on behalf of Syleor through the Web Application and/or the Website is provided without warranties and neither the Customer nor third parties can derive any rights from such information.

16.10 Syleor does not provide any warranties, commitments or conditions with respect to the Syleor Online Services other than those expressly included in the Syleor Online Agreement. Syleor hereby rejects all other warranties, commitments or conditions, whether explicit, implicit or pursuant to the law (including but not limited to warranties or conditions regarding merchantability, suitability for a specific purpose or non- infringement of other rights) in respect of the Syleor Online Services.

Artikel 17 - Force majeure

17.1 In these conditions, force majeure ('a non-attributable failure to perform') means any circumstance for which Syleor cannot subjectively be blamed, which makes it impossible or practically difficult for Syleor to perform or continue to perform all or part of its obligations. Force majeure includes (cyber)crime, including ransomware attacks.

17.2 If force majeure occurs, Syleor may suspend the performance of all or part of its obligations and the Customer cannot demand specific performance or compensation. If the period of force majeure lasts longer than 3 (three) months, either party may fully or partially terminate the Syleor Online Agreement without being liable for compensation, provided that Syleor is always entitled to a proportional part of its fee if it has partially performed its obligations before or after the start of the force majeure.

Artikel 18 - Miscellaneous

18.1 Syleor may sublicense, transfer, novate, assign, charge, outsource or subcontract the performance of its rights and/or obligations under the Syleor Online Agreement.

18.2 If any provision of the Syleor Online Agreement or these Syleor Online Conditions is fully or partially void, nullified or contrary to the law, the Syleor Online Agreement and the Syleor Online Conditions will remain in full force and effect and such provision will be interpreted and enforced as closely as to the intention of parties.

18.3 Syleor's failure to exercise or delay in exercising any right under the Syleor Online Agreement or the Syleor Online Conditions in respect of the Customer, shall not constitute a waiver of such right.

18.4 The Syleor Online Agreement constitutes the entire arrangement between the parties and supersedes all prior and/or simultaneous written and oral negotiations, understandings and agreements between the parties with respect to the subject matter thereof, including any specific advertising or sales material of Syleor.

18.5 Syleor and the Customer may communicate electronically. The version of the communication in question as retained by Syleor will be considered evidence of that communication, unless the Customer proves otherwise. Electronic communication is deemed to have been received on the day it is transmitted, unless the recipient proves otherwise. If the communication has not been received due to delivery and/or accessibility problems, this is at the Customer's risk, even if the e-mail inbox is held with a third party.

18.6 Except for the provisions of Articles 2.6 and 4.3, the Syleor Online Agreement may be amended only with an explicit agreement between the Customer and Syleor.

18.7 Customer will comply with all applicable export controls, economic sanctions, and import laws and regulations in its use of the Syleor Online Services, including without limitation the laws and regulations of the European Union, United Kingdom, and – to the extent not inconsistent with European Union law and regulation, in particular the European Regulation (EG) nr. 2271/96 - the United States. If the laws and regulations of the United States and those of the

European Union conflict with each other, the laws and regulations of the European Union will prevail. The latter also applies to the Articles 18.8 and 18.9 below.

18.8 The Customer will not, directly or indirectly:

a) export or reexport, or knowingly permit the export or reexport of any Syleor Online Services, without any required government authorization, to any person or entity; and/or

b) allow the use of any Syleor Online Services by any person or entity; **(i)** resident in, located in, or organized under the laws of any Sanctioned Country; or **(ii)** identified on any applicable Restricted Party Lists.

18.9 Customer represents and warrants that it is not **(i)** resident in, located in, or organized under the laws of a Sanctioned Country, or **(ii)** identified on, or majority-owned or controlled by one or more parties identified on, a Restricted Party List.

18.10 Syleor will perform a Restricted Party List screening upon entering into the Syleor Online Agreements, as well as periodically. Customer commits to assist Syleor in performing such screenings.

Artikel 19 - Applicable law and disputes

19.1 The legal relationship between the parties is governed by Belgian law. The Vienna Sales Convention is excluded.

19.2 Unless and to the extent provisions of mandatory law preclude this, all disputes that may arise between the parties because of or in connection with the Syleor Online Agreement and/or these conditions will exclusively be submitted to the competent court in Antwerpen, notwithstanding Syleor's right to submit a dispute, as referred to above, to any other competent court.

19.3 The costs relating to legal proceedings, including but not limited to the actual costs Syleor incurs for lawyers, bailiffs and translators, will be payable in full by the Customer if the Customer is the party that is completely or mostly unsuccessful in those proceedings.