

TALLON GRAPHIC SOLUTIONS NV (TGS NV) FLOW GENERAL TERMS AND CONDITIONS ("TERMS")

1 SCOPE OF THE TERMS; PARTIES

- 1.1 These Terms apply to Agreement(s) (defined in Section 2) on the provision of the FLOW Software Service and/or the Professional Services (both defined in Section 2) by Tallon Graphic Solutions NV (TGS NV) with Business ID 0407.173.138 ("**Supplier**") to its customer ("**Customer**"). These Terms form an integral part of the Agreement. The Customer's purchase, procurement or other terms shall not apply to the Agreement, even if referred to or submitted by Customer. The Supplier and the Customer are also hereinafter referred to each as a "**Party**" and together as the "**Parties**".
- 1.2 THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON WHO TAKES THE FLOW SOFTWARE SERVICE INTO USE OR OTHERWISE ACCEPTS THE AGREEMENT (INCLUDING BUT NOT LIMITED TO THESE TERMS) IS AUTHORIZED TO CONCLUDE A BINDING AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT THE CUSTOMER IS BOUND BY THE TERMS OF THE AGREEMENT.
- 1.3 BY MAKING AN ORDER, CLICKING OR OTHERWISE INDICATING THE ACCEPTANCE OF THE AGREEMENT (INCLUDING BUT NOT LIMITED TO THESE TERMS) OR USING THE FLOW SOFTWARE SERVICE, THE RESULTS OF THE PROFESSIONAL SERVICES OR THE DOCUMENTATION, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THESE TERMS.

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein:

"**Agreement**" means the Customer's order requesting the right to use the FLOW Software Service and/or requesting the performance of Professional Services, that is accepted by the Supplier by providing a written or electronic Service Level Agreement ("**Service Level Agreement**") to the Customer. All orders are subject to the Supplier's acceptance. The Agreement consists of the Service Level Agreement and these Terms.

"**API**" is defined in Section 10 of the Terms.

"**Customer Data**" means any data or other content and personal data entered by or on behalf of the Customer into the FLOW Software Service, through integrations with the System or otherwise.

"**Confidential Information**" means information of the other Party that is marked as confidential or that should be reasonably understood to be confidential.

"**Documentation**" means usage manuals, instructions, materials or any other documentation related to the FLOW Software Service and/or the Professional Services in written or electronic form that are supplied by the Supplier to the Customer, are stored by the Supplier's Service Desk for the purpose of use of the Supplier's customers or are accessible through the FLOW Software Service, but excluding marketing materials.

"**Error**" means an error, which can be reproduced and which causes the FLOW Software Service not function materially as described in the FLOW Software Service description Documentation, as updated by the Supplier from time to time.

"**Intellectual Property Rights**" means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, database rights,

rights related to copyrights and any other intellectual and industrial property rights, whether registered or not, and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties.

"**FLOW Software Service**" means software as a service delivered via data networks enabling the Customer to use the designed end user functionalities of the System. The FLOW Software Service is defined in the FLOW Software Agreement and/or Service Level Agreement, as may be modified by the Supplier at any time, and it includes the designed end user functionalities of the System's modifications, Updates and New Versions, which the Supplier takes into FLOW Software Service's production use during the term of the Agreement. The FLOW Software Service description Documentation is maintained and accessible from the Supplier's Service Desk.

"**Service Level Agreement**" is defined in the definition of "Agreement" above.

"**Professional Service(s)**" means the professional services agreed to be performed by the Supplier as confirmed in a Service Level Agreement or otherwise agreed by the Parties in accordance with these Terms, such as deployment, integration, consultation, support and/or training service or any other service agreed upon.

"**SaaS Fee**" is defined in Section 4 of the Terms.

"**Service Hours**" means business hours Monday to Friday 09 a.m.-5 p.m. in the timezone of the Supplier and excluding national holidays in Belgium. The Supplier is entitled to amend the Service Hours.

"**Statistical Information**" means the Customer Data, as such or as processed and/or combined with other data, but in a form that no individual person's or Customer's identity can be identified.

"**Support Service**" means the Supplier's Service Desk services investigating and correcting Errors, as defined in Section 7 of the Terms.

"**System**" means the software application and database system(s) used by the Supplier to provide the FLOW Software Service, and it includes the modifications, Updates and New Versions of the System.

"**Third Party Data**" is defined in the definition of "Third Party Supplier" below.

"**Third Party Supplier**" means a third party from whom the Customer is acquiring data, content, technology or services (those data, content, technology and/or services are referred to as "**Third Party Data**"). It also entails any product, platform, or service not developed by the Supplier which enhances, manipulates, integrates with, interacts with, interoperates with, or adds functionality to the Products and Services or Customer Content. It may include public APIs, stand-alone software, data, content, specifications, products equipment, components or hardware and may be obtained directly from the developer or through a reseller. The Supplier may act as a reseller.

"**Update**" means a release of the System containing security updates, error corrections, bug fixes, patches and/or minor changes to the System. The Supplier's decision shall prevail in case of disagreement whether a release is a New Version or an Update.

"**New Version**" means any major release of the System, which incorporates a new feature or features or major enhancement(s) to the features of the



System, and in addition may contain also security updates, Error corrections and/or minor changes to the System. The Supplier's decision shall prevail in case of disagreement whether a release is a New Version or an Update.

3 GENERAL TERMS AND CERTAIN DUTIES

- 3.1 The features of the FLOW Software Service ordered by the Customer are described in the Service Level Agreement.
- 3.2 For the avoidance of doubt, the Customer may make additional orders and the Parties may agree on the provision of additional Professional Services in written form (email or other electronic written form being sufficient) at any time during the term of the Agreement. All orders are subject to the Supplier's acceptance and are governed by the Agreement and these Terms.
- 3.3 Each Party shall contribute to the provision of the FLOW Software Service and the Professional Services with respect to factors under the command or control of the Party.
- 3.4 The Customer shall, at its own expense, acquire the equipment, connections, data transfer services, hardware, software and information security services that are required for its use of the FLOW Software Service and for the remote connection for the Professional Services, according to the compatibility requirements set by the Supplier from time to time.
- 3.5 The Customer is liable for its compliance with the laws and regulations applicable to its operations, including but not limited to its compliance with "know your customer" and other regulations and its regulatory reporting obligations. The Supplier is not liable for the Customer's compliance with any laws or regulations. It is the Customer's duty to assess the features of the FLOW Software Service, as amended from time to time, and to determine if the FLOW Software Service can be used to assist the Customer in its compliance with the applicable laws and regulations.
- 3.6 The Supplier is not responsible to customize or amend the FLOW Software Service based on laws or regulations or changes thereof.
- 3.7 The Customer bears full liability for the information given by it. The Supplier does not have the obligation to inspect or verify the correctness of any such information.
- 3.8 The Professional Services are performed remotely. Any possible on-site Professional Services shall be agreed between the Parties separately in written form (email or other electronic written form being sufficient) and are subject to a separate charge in accordance with the Supplier's then-current on-site Service prices.

4 TERMS OF USE

- 4.1 Subject to the Customer's payment of the prices payable for the right to use the FLOW Software Service ("SaaS Fee"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the FLOW Software Service during the term of the Agreement in the Customer's internal use in accordance with the Documentation. Except for the users allowed in the Documentation or the Agreement, the Customer may not use the FLOW Software Service to offer services to any third party or otherwise transfer the FLOW Software Service or allow access to the FLOW Software Service to any third party or allow any third party to benefit from the

FLOW Software Service. For the avoidance of doubt, also the Customer's group companies are deemed as third parties and they are not allowed to use, access or otherwise benefit from the FLOW Software Service, unless otherwise agreed in the Agreement. The Customer shall follow the usage limitations set out in the Service Level Agreement and/or the Documentation, regarding e.g. the maximum number of users or other limitations to the granted use. There are no implied licenses.

- 4.2 The Customer may use the Documentation to support the granted use of the FLOW Software Service, as long as the Customer's right to use the FLOW Software Service is in force.
- 4.3 The Customer's users shall maintain their user names and passwords diligently and the user names and passwords may not be disclosed to third parties. The Customer is responsible for the use of FLOW Software Service by using its users' user names and passwords.
- 4.4 The Customer may not repair or otherwise modify the Documentation, or, even if these actions would be technically possible, the FLOW Software Service or the System. Even if these actions would be technically possible, the Customer may not disassemble, decompile or reverse engineer or otherwise attempt to derive the source code of the System.
- 4.5 The Customer agrees not to remove or conceal any copyright, trademark and other proprietary notices or other form of identification affixed to the FLOW Software Service or the Documentation.
- 4.6 The Supplier may monitor The Customer's use of the Flow Software Service to verify The Customer's compliance with the Terms herein. In consideration of the foregoing, The Customer shall make available any information or provide any access to any Application reasonably requested by The Supplier to verify compliance.

5 CUSTOMER DATA

- 5.1 The Customer warrants that the Supplier and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement.
- 5.2 Prior to submitting the Customer Data, the Customer shall take and maintain copies of the Customer Data. The same applies to any output data (such as reports) that the Customer receives by using the FLOW Software Service. The Customer is fully liable for the Customer Data and its correctness and for selecting the security, co-location and/or multiple environment methods offered by the Supplier and deemed appropriate by the Customer.
- 5.3 During and after the term of the Agreement, the Supplier has a permanent, non-revocable, transferable, sublicensable and free of charge right to store and use the Statistical Information for the purpose of the development of the FLOW Software Service, the Professional Services and the System.
- 5.4 The Parties agree to the terms of Schedule 1 of these Terms governing the processing of personal data. The Schedule 1 forms an integral part of these Terms and the Agreement.

6 PROVISION OF FLOW SOFTWARE SERVICE

- 6.1 The Supplier may suspend the provision of or access to the FLOW Software Service:

(a) if it is necessary e.g. for the purposes of installation, change or maintenance work taking into account three week release cycles and the fact that this will mainly be planned in the evening time according to GMT+1 Time Zone, or

(b) due to interruption in public networks, security risks, problems in electricity supply, if required by law or an order by an authority, if the Supplier suspects misuse of the FLOW Software Service or breach of the Terms or if there is a similar cause demanding corrective actions.

6.2 If the suspension is due to a service break planned by the Supplier, the Supplier intends to notify, where reasonably possible, the Customer of the suspension in advance. The Supplier will notify the Customer of other suspensions, where reasonably possible, without delay after the Supplier has received information about the cause of the suspension.

7 SUPPORT SERVICE

7.1 The FLOW Software Service includes the Support Service as described in this Section. As part of the Support Service, the Customer may report Errors to Supplier's Service Desk addresses and/or telephone numbers informed by Supplier. The Service Desk will serve during the Service Hours. The Support Service may be contacted only by the Customer's named main users, who are trained in the use of the FLOW Software Service. The number such main users entitled to contact the Support Service is maximum two (2) at a time unless otherwise agreed upon in the Service Level Agreement.

7.2 The Supplier can use commercially reasonable efforts as the Supplier deems necessary to investigate and/or correct reported Errors after the receipt from Customer of sufficient information regarding the Error, according to the Supplier's resources and priorities. The Supplier will perform investigation and correction efforts during the Service Hours. Supplier does not warrant that Errors can or will be corrected or that Errors can or will be corrected within a certain time period. The Supplier may prioritize the investigation and correction of different Errors taking into account their severity and effect, as estimated by Supplier.

7.3 The Support Service does not cover correction of Errors and the Supplier is not be liable for Errors that are caused by: (a) faulty use; (b) failure to follow the terms of the Agreement or usage instructions; (c) a modification or repair performed by anyone else than the Supplier; (d) any system, product or service not provided by the Supplier (e.g. Third Party Suppliers' systems or Third Party Data) or for any changes in the same; or (e) faulty form or content of the Customer Data.

7.4 The Supplier may make changes to the System and the FLOW Software Service at any time.

7.5 For the avoidance of doubt, the Support Service does not include consultation or other Professional Services, such as the creation of new reports.

8 ACCEPTANCE OF PROFESSIONAL SERVICES

The provision of the Professional Services is deemed accepted in case: (i) the Customer does not report deviations from the written specifications of the Professional Service to the Supplier within fourteen (14) days from provision of the Professional Service, (ii) the Customer notifies it has accepted the Professional Service, (iii) the Supplier has corrected

the deviations from the written specifications of Professional Service reported by the Customer during such time period, or (iv) the result of the Professional Service in question is taken into use, whichever of these (i through iv) is the earliest.

9 INTELLECTUAL PROPERTY RIGHTS

Title and any and all Intellectual Property Rights in and to the FLOW Software Service, the System, the Professional Services, the results of the Professional Services and the Documentation, and any copies, modifications, translations, amendments and derivatives thereof are and shall belong to the Supplier or its licensors.

10 THIRD PARTY SUPPLIERS, THIRD PARTY DATA AND APIS

10.1 If the Customer is receiving or using Third Party Data in connection with the use of the FLOW Software Service, e.g. via an integration between the System and the Third Party Supplier's system, it is especially agreed that the Supplier is not liable for the Third Party Data, or otherwise arising out of or in connection with the Third Party Supplier's performance or non-performance or for any unavailability of the Third Party Data. The Customer is solely liable for its compliance with its agreements with the Third Party Suppliers.

10.2 If the Supplier provides application programming interfaces ("API's"), THE APIS ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND THE USE OF THE APIS IS ENTIRELY AT THE CUSTOMER'S OWN RISK. THE SUPPLIER HAS THE RIGHT TO MODIFY THE APIS WITHOUT NOTICE.

11 PRICES AND PAYMENT

11.1 Prices

11.1.1 The SaaS Fee and the prices payable by the Customer for the Professional Services are set out in the Agreement.

11.1.2 Other prices payable by the Customer and e.g. surcharges payable for Professional Services outside of Service hours are in accordance with the Supplier's Agreement or as amended by the Supplier from time to time.

11.1.3 The Supplier may amend the prices agreed in the Agreement by notifying the Customer thereof latest four (4) months prior to the amendment.

11.1.4 The licence fees are indexed annually on January 1st in accordance with the price inflation of Belgium according to STATBEL, the official government body responsible for the consumer price index.

11.2 Invoicing and Payment

11.2.1 If not otherwise set out in the Agreement or otherwise confirmed by the Supplier in writing, the prices are invoiced:

- (a) recurring prices, such as monthly, quarterly or annual SaaS Fee, in advance of the invoicing period; and
- (b) deployment and other Professional Services prices monthly afterwards; and
- (c) other prices monthly afterwards.

11.2.2 The invoicing of the SaaS Fee commences as of the date of the Agreement.

11.2.3 Prices are payable upon Agreement, by credit card or other payment method offered by the Supplier from time to time. If the Supplier offers invoicing as a

payment method, invoices are payable within thirty (30) days from the date of the invoice. The Supplier may suspend its deliveries to the Customer and/or the Customer's access to the FLOW Software Service in the event that the Customer has delayed in making any payment. The Customer shall pay interest on delayed payments at a rate of six (6%) per annum.

11.3 Taxes and Expenses

- 11.3.1 Relating to the payments made by the Customer to the Supplier based on the Agreement, value added tax, duties, levies and other taxes and governmental charges are borne by the Customer and added to the prices. This shall not however apply to the income tax payable by the Supplier for its income.
- 11.3.2 All payments shall be made without withholding or deduction for or on account of any present or future taxes of whatever nature unless such withholding or deduction is required by law. If withholding or deduction is required by law, the Customer shall pay the Supplier such additional amounts as are necessary in order that the amounts received by the Supplier after such withholding or deduction are equal to the amounts of the payments payable under the Agreement in absence of such withholding or deduction. The Customer shall promptly provide the Supplier with copies of documentation evidencing that it has paid any and all withholding and like taxes in accordance with laws.
- 11.3.3 The Supplier may charge the Customer for travel and accommodation expenses and daily allowances accrued to the Supplier from the performance of the Professional Services. For travel time, the Supplier's hourly price is charged.

12 CONFIDENTIALITY

- 12.1 A Party (i) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. The structure and user interfaces of the FLOW Software Service and the System, and their underlying ideas and the Documentation are always the Supplier's Confidential Information. The Supplier may disclose the Customer's Confidential Information to its subcontractors for the fulfillment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar as herein.
- 12.2 The Supplier may also disclose the Customer's Confidential Information and/or provide access to the Customer Data to authorities who supervise or have otherwise authority over the Customer's operations.
- 12.3 The foregoing confidentiality and non-use obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party who, in the knowledge of the receiving Party, did not violate a confidentiality obligation when making the disclosure; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Unauthorized disclosures of Confidential Information that are caused by security breaches or unintentional leaks or other similar causes are not regarded as a breach of this

confidentiality obligation. The Supplier shall have the right to utilize the general expertise, technical knowledge and skills that its and its subcontractors' personnel have learnt in conjunction with the Agreement. The Supplier has also a permanent, non-revocable, transferable, sublicensable and free of charge right to store and use for any and all purposes the suggestions, feedback and ideas given by the Customer regarding the Documentation, the FLOW Software Service and/or the Professional Services.

13 DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SUPPLIER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTISE.

14 LIABILITY

- 14.1 Arising out of or related to the Agreement, the Supplier shall have no liability for any: (i) indirect or consequential damages such as loss of profit, revenue or savings, or for damages payable to third parties, or (ii) loss or alteration of data or for any damages incurred as a result thereof, or for cover purchase.
- 14.2 The Supplier's aggregate maximum liability arising out of and related to the Agreement and any and all Customer's orders for any and all causes of action occurred during any calendar month, and including the amounts of possible price returns, price reductions and service level credits, shall not exceed the amount of the SaaS Fee (without value added tax and other governmental charges) paid by the Customer to the Supplier for the said calendar month.
- 14.3 No action, regardless of form, may be brought by the Customer against the Supplier more than four (4) months after the cause of action has arisen.
- 14.4 The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

15 TERMINATION

15.1 Termination at Will

Unless otherwise agreed upon the Agreement will continue in force until terminated by a Party by giving a written notice to the other Party as set out in this sub-section. The notice period for the Customer to terminate the Agreement is four (4) months and for the Supplier to terminate the Agreement eight (8) months. The termination notice period is calculated from the last day of the calendar month during which the termination notice was delivered to the other Party.

15.2 Termination for Cause

Either Party may terminate the Agreement with immediate effect by giving the other Party a written notice if:

- (a) the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach; or
- (b) the other Party is declared bankrupt, placed into liquidation or its financial situation has otherwise materially deteriorated, so that it becomes evident that the other Party will not be able to fulfill its obligations under the Agreement.

15.3 Effects of Termination

- 15.3.1 Prior to the termination of the Agreement on the Customer's written request, the Supplier shall reasonably contribute in the transition of the Customer Data in the possession of the Supplier to the Customer or a third party designated by the Customer. The Customer shall request such Professional Services from the Supplier in good time prior to the date that the Agreement terminates. Unless otherwise agreed in writing, this obligation to contribute is valid during the term of the Agreement. The Customer shall pay for such Professional Services according to the Supplier's price list. As a condition for such Supplier's Professional Services, the Supplier is entitled to demand that (i) the Customer pays all amounts due to the Supplier, (ii) the Customer provides to the Supplier a guarantee acceptable to the Supplier to guarantee further payments and/or (iii) the Customer pays an advance payment for such Professional Services. The Supplier is not obligated to store the Customer Data after the term of the Agreement.
- 15.3.2 The Supplier may continue to store the Customer Data if required by laws or regulations.

16 MISCELLANEOUS

16.1 Amendment

The Supplier may amend the Agreement (including but not limited to these Terms) at any time by notifying the Customer latest thirty (30) days' before the effective date of the amendment. If the Customer objects to the amendment, the Customer may terminate the Agreement by giving the Supplier a fourteen (14) days' written notice. Such termination is the Customer's sole and exclusive remedy. If the Customer does not terminate the Agreement as set out herein, the Customer is deemed to have accepted the amendment.

16.2 Notices

The Supplier may make notices validly to the Customer in the user interface of the FLOW Software Service, by email to any email address submitted or notified by the Customer, or in other electronic form. Notices to the Supplier shall be made in written form to the Supplier's official registered address or to email address(es) notified by the Supplier for such purpose at any time.

16.3 Reference Right

Upon other Party's written (such as email) permission, the other Party is entitled to use the other Party as a reference publicly and in marketing.

16.4 Assignment and Subcontractors

The Customer may not assign the Agreement to a third party, without the prior written consent of the Supplier. The Supplier may assign the Agreement or any of its rights based on the Agreement without the consent of the Customer to any third party. The Supplier may subcontract its duties. The Supplier shall be liable for the work of its subcontractors as for work of its own.

16.5 Survival

Upon termination of the Agreement, the provisions relating to title and Intellectual Property Rights, confidentiality, limitations of liability and this Section "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording

contemplate effectiveness beyond the termination of the Agreement, shall survive the termination.

16.6 Entire Agreement

The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, marketing materials and other communications between the Parties with respect to the subject matter hereof.

16.7 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in force. The invalid provision shall be amended by the Parties, and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

16.8 Waiver

A failure by the Supplier to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

16.9 Force Majeure

The Supplier shall not be liable for delays, defects or damages caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure shall include, without being limited to, natural disasters, breakdown of electricity or networks, security attacks, failures in Internet or other public networks or data traffic, strikes and other labor disputes or acts of government. A labor dispute shall be considered a force majeure event also when the Supplier is the target or a party to such an action. The force majeure events suffered by subcontractors are also be deemed as force majeure events.

16.10 Anti-Corruption and Compliance

Customer acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of The Supplier's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Supplier of such violation. Each Party agrees to comply with applicable trade control laws and regulations.

16.11 Governing Law and Dispute Settlement

- 16.11.1 The Agreement shall be construed in accordance with the laws of Belgium, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.
- 16.11.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by the Courts of Belgium.

SCHEDULE 1: DATA PROCESSING SCHEDULE

1 BACKGROUND AND PURPOSE OF SCHEDULE

This Schedule sets out the terms and conditions for the processing of the Personal Data by the Supplier in connection with the Supplier's provision of the FLOW Software Service and/or the Professional Services to the Customer based on the Agreement.

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein. Other defined terms have the meaning assigned to them in the FLOW Software Service Online General Terms and Conditions.

"**Laws**" means the EU General Data Protection Regulation 2016/679 ("GDPR") and other Belgian data protection laws applicable to the Processing, as amended from time to time.

"**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") which information is Processed by the Supplier under the Agreement on behalf of the Customer. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

"**Process**" or "**Processing**" means any operation or set of operations which is performed on the Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Subcontractor**" means the third parties that the Supplier uses in the performance of its contractual duties under the Agreement.

3 PROCESSING AND SUPPLIER'S DUTIES

3.1 The Supplier may not use the Personal Data for other purposes than those specified in the Agreement and based on documented instructions from the Customer, unless required to do so by European Union ("**EU**") or EU Member State law to which the Supplier is subject; in such a case, the Supplier shall inform the Customer of that legal requirement before the Processing, unless that law prohibits such information on important grounds of public interest. Such documented instructions are hereby given by the Customer to the Supplier and are limited to: the Customer gives the Supplier instructions to Process the Personal Data in order for the Supplier and its Subcontractors to provide the FLOW Software Service and/or the Professional Services in accordance with the service specification of the Supplier as amended by the Supplier from time to time. If the Customer desires to amend the documented instructions or give new documented instructions to the Supplier, the amended and new instructions are subject to the Supplier's written consent and may be priced in accordance with the Separate Pricing. Transfers of the

Personal Data to a third country (meaning a country outside of European Economic Area or EU) is permitted only if legally permitted based on the Laws, or based on the Customer's consent given in this Schedule or otherwise consented to by the Customer. The Customer hereby consents to the transfer of the Personal Data also to the United Kingdom ("**UK**") and the Processing of the Personal Data in the UK also after the exit of the UK from the EU. When the Customer gives its consent to the transfer or requests the transfer, the Customer is liable for that the transfer is lawful.

3.2 If based on the Laws or any other applicable legislation, regulations or decisions of authorities, the Supplier is at any time instructed or required to assist the Customer in performing the Customer's obligations to respond to requests for exercising the Data Subjects' rights, or if the Supplier is otherwise required to perform any other tasks or activities relating to the Personal Data or the Processing that are not the Supplier's FLOW Software Service and/or Professional Service duties, the Customer shall pay to the Supplier a separate price for such tasks or activities on a time and material basis in accordance with the Supplier's price list in force from time to time (such prices payable by the Customer to the Supplier are referred to as "**Separate Pricing**"). These tasks or activities can be e.g. providing information to a Data Subject on the Personal Data possessed by the Supplier, or removing or transferring Personal Data or responding or reporting to data protection authorities or allowing audits or inspections.

3.3 The Supplier shall carry out the technical and organizational measures according to Article 32 of the GDPR for endeavoring to secure the Personal Data against unauthorized access and accidental or unlawful destruction. The Customer agrees that these measures are also dependent on the level of security, backup methods and co-location and/or multiple environment methods selected by the Customer as part of the FLOW Software Service and/or the Professional Services. The Customer shall pay for the pseudonymization and encryption of the Personal Data if requested by the Customer, in accordance with the Separate Pricing.

3.4 After the termination or expiration of the Agreement, the Supplier shall at the choice of the Customer either destroy the Personal Data or return the Personal Data to the Customer, and delete existing copies unless EU or EU Member State law requires storage of the Personal Data by the Supplier. In accordance with the Separate Pricing, the Supplier is allowed to charge a price for its activities required to return the Personal Data.

3.5 The types of the Personal Data and the categories of the Data Subjects can be e.g.:

(a) Personal Data of consumers or any other individuals, employee data, information on financial affairs of the Data Subjects, "know your customer" information and other legally required data, social security numbers or other similar identifications, and can contain also so-called special categories of the Personal Data, such as information on political opinions or trade union memberships.

3.5.2 The Supplier shall, to the extent required in the Laws:
(a) ensure that persons authorised to Process the Personal Data on its behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- (b) in accordance with the Separate Pricing and taking into account the nature of the Processing and the information available to the Supplier, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR;
- (c) in accordance with the Separate Pricing and taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subjects' rights laid down in Chapter III of the GDPR; and
- (d) in accordance with the Separate Pricing, make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the GDPR and allow for and contribute to audits required in the Laws, including inspections, conducted by the Customer or another auditor mandated by the Customer and required in the Laws. The Customer shall notify the Supplier of the audit in writing at least thirty (30) days in advance. The auditor may not be a competitor of the Supplier. The information regarding the Supplier's operations learnt during the audits are the Supplier's trade secrets. The Customer is liable for the auditor's compliance with the terms of the Agreement. The audit timetable, method and scope will be agreed beforehand between the Parties and the audit may not unreasonably burden the Supplier or endanger the Supplier's or its other clients' deliveries, quality, security or confidentiality.

4 NOTIFICATION OF PERSONAL DATA BREACH

- 4.1 The Supplier shall notify the Customer without undue delay after becoming aware of a Personal Data Breach in the Supplier's own or its sub-Processors' environments.
- 4.2 The Supplier shall, in accordance with the Separate Pricing, assist the Customer in ensuring compliance with the Customer's obligations pursuant to Laws to notify the Personal Data Breach to the supervisory authority and/or to the Data Subjects, taking into account the nature of the Processing and the information available to the Supplier.

5 USE OF SUBCONTRACTORS

- 5.1 The Customer hereby gives the Supplier a general authorization to engage Subcontractors as the Supplier's sub-Processor(s) for the purpose of the Processing.
- 5.2 A list of the Supplier's current sub-Processor(s) is available from the Supplier's Service Desk. If the Customer objects to the engagement of new sub-Processor(s), the Customer may terminate the Agreement by giving the Supplier a thirty (30) days' written notice. Such termination is the Customer's sole and exclusive remedy.
- 5.3 If the Supplier engages a sub-Processor for carrying out the Processing activities, the Supplier shall enter into data processing agreement(s) or terms with the sub-Processor.

6 CUSTOMER'S DUTIES

- 6.1 The Customer acts as a Personal Data controller, as defined in the Laws, in relation to all Personal Data. The Customer is (among other things) liable for the correctness of the Personal Data and the lawfulness of the Processing of the Personal Data. Without

limiting the generality of the foregoing, the Customer is liable for all duties and liabilities of a Personal Data controller.

6.2

The Customer warrants to the Supplier that: (a) the Personal Data has been obtained lawfully; (b) the FLOW Software Service and the Professional Services to be provided by the Supplier and its Subcontractors will be consistent with and appropriate to the specified and lawful purposes for which the Customer is engaged in relation to the Personal Data; (c) the Customer has not and will not disclose the Personal Data or any part thereof to the Supplier or its Subcontractors in a manner incompatible with applicable legislation; and (d) the Supplier and its Subcontractors are authorized to Process the Personal Data under the Laws and other applicable legislation. The Customer warrants that the Personal Data or its storage or other Processing by the Supplier and its Subcontractors for the provision of the FLOW Software Service and/or the Professional Services does not infringe rights of third parties.