

## Terms and Conditions

### 1 Scope of application

**1.1** The present Terms and Conditions, together with its Annexes, are applicable between GL Ventures and Customer regarding the Application and to related services offered by GL Ventures to Customer.

**1.2** Customer agrees to waive its own general and special terms and conditions, even where it is stated therein that only those conditions apply and even if such terms and conditions were not protested by GL Ventures. This Agreement shall prevail over any differing or additional terms and conditions proposed by Customer, including, without limitation, those contained in any purchase order issued by Customer.

### 2 Definitions

Capitalized notions used throughout the Agreement shall have the meaning given to them below, unless stated otherwise:

**"Active Device"** means the Device that reports Device information, such as but not limited to update status, disk encryption, ... to Customer on a monthly basis.

**"Agreement"** means the entire contractual relation between GL Ventures and Customer, consisting of (i) these Terms and Conditions, and (ii) the Annexes.

**"Annex"** means any annex, schedule, appendix or other complementary document which forms a part of the Agreement.

**"Application"** means the XFA application developed and managed by GL Ventures, consisting of the (i) XFA Web Extension; (ii) XFA Native Client; and (iii) xFA Dashboard.

**"Business Day"** means Monday through Friday, exclusive of public holidays in Belgium.

**"Confidential Information"** of a Party means the information of such Party, whether in written, oral, electronic or other form, and which (i) is designated as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly designated as confidential, including information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, customer lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software, documentation, designs, prototypes, methods, processes, procedures, codes, and any technical or trade secrets.

**"Customer"**, **"you"** or **"your"** means the legal entity or natural person entering into contractual relations with GL Ventures, according to this Agreement.

**"Customer Data"** means any information, data and files made available, transmitted or uploaded to the Application by Customer and/or Users, or by GL Ventures on Customer's behalf for the purpose of facilitating Customer's use of the Application.

**"Customer Personal Data"** means all Personal Data within Customer Data.

**"Data Processing Agreement"** or **"DPA"** means the data processing agreement attached hereto as Annex 1.

**"Data Protection Laws"** means all relevant regulation, national or international, concerning privacy and data protection, including but not limited to (i) the General Data Protection Regulation ("**GDPR**"); and (ii) the Belgian Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data ("**Belgian Data Protection Act**").

**"Defect"** means a defect, error or bug in the Application having a material adverse effect on operation, functionality or performance of the Application but excluding any defect, error or bug caused by or arising as a result of (i) any act or omission of Customer and/or the Users; (ii) any use of the Application contrary to the

Agreement; (iii) a failure of Customer and/or the Users to perform or observe any of its obligations under the Agreement and/or the Terms of Use; and/or (iv) an incompatibility between the Application and any other system, network, application, program, hardware or software.

**"Delivery Date"** means the date on which the Application is made available to Customer.

**"Device"** means the personally owned electronic devices of Customer and/or Users, such as but not limited to laptops, smartphones and tablets.

**"Feedback"** means all ideas, comments, questions, or suggestions provided by the Parties relating to the Application as set out in clause 7.3 of this Agreement.

**"Fees"** means the fees payable by Customer to GL Ventures in respect of the XFA Dashboard, as set out in clause 10.2 of this Agreement.

**"Force Majeure"** means a temporary or permanent inability of a Party to fulfill its obligations, resulting from unavoidable, unforeseeable and external facts and circumstances reasonably beyond the control of that Party. The following events shall in any case be considered as Force Majeure (without limitation): war or war risk, insurrection or public revolt, fire caused by an outside calamity, an import or export embargo imposed by the government, internet failure, hosting failure, floods, explosion, weather conditions, strike or social action, pandemics and all other circumstances generally qualified as force majeure.

**"GL Ventures"**, **"our"**, **"we"** or **"us"** means GL Ventures BV, a company organized and existing under the laws of Belgium having its registered office at Appelkantstraat 100, 2530 Boechout and registered with company number 0738.739.528.

**"Initial Term"** means the initial period for which the Agreement is being concluded, as set out in clause 11.1 of the Agreement.

**"Intellectual Property Rights"** means all intellectual or industrial property right or equivalent, whether registered or unregistered, including but not limited to: (i) copyright (including moral rights), patents, database rights and rights in trademarks, logos, designs, other artwork, know-how and trade secrets and other protected undisclosed information; and (ii) applications for registration, and the right to apply for registration, renewals, extensions, continuations, divisions, reissues, or improvements for or relating to any of these rights.

**"Party"** means GL Ventures and/or Customer.

**"Personal Data"** shall have the meaning given to it in article 4 (1) of the GDPR.

**"Renewal Term"** shall have the meaning given to it in clause 11.2 of this Agreement.

**"Term"** means the Initial Term and the Renewal Term(s).

**"Terms and Conditions"** means the present terms and conditions.

**"Terms of Use"** means the terms of use governing the use of the Application by Customer and/or the Users, including at least the provisions explicitly requested in this Agreement and as may be modified from time to time by GL Ventures.

**"Users"** means the Customer employees or consultants, who are authorized by Customer to download, install, access and/or use (as applicable) the Application.

**"XFA Dashboard"** means the online web application where Customer can create and manage their organization and gain security insights from all invited Devices.

**"XFA Native Client"** means the desktop application which requests the settings and status of the Device, such as but not limited to disk encryption and operating system updates.

**"XFA Web Extension"** means the desktop & mobile browser add-on extension through which a user can request their personal insights and advice.

The Annexes may contain additional definitions, specific to those Annexes.

### **3 License**

**3.1** Subject to the terms of this Agreement, GL Ventures grants Customer, during the Term a restricted, non-exclusive, non-transferrable, non-sublicensable, non-assignable, revocable license to download, install, access and use the XFA Web Extension and XFA Native Client for personal or internal business purposes.

**3.2** Subject to the terms of this Agreement and timely payment of the Fees (where applicable), GL Ventures grants to Customer, during the Term, a restricted, non-exclusive, non-transferrable, non-sublicensable, non-assignable, revocable license, to download, install, access and use the XFA Dashboard for its personal or internal business purposes and to make the XFA Dashboard (and related services) available to the Users.

**3.3** Customer shall at all times comply with (i) the provisions of the Agreement and (ii) any reasonable instruction of GL Ventures.

**3.4** Customer explicitly agrees (and shall procure that its Users agree) not to, directly or indirectly:

- (i) use the Application other than in accordance with the Application's intended purpose and the Agreement;
- (ii) use the Application in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (iii) sell, lease, commercialize, rent, display, license, sublicense, transfer, provide, disclose, or otherwise make available to, or permit access to (or use of), the Application, in whole or in part, to (or by) any third party (other than Users), whether or not related to Customer, except as expressly permitted in this Agreement;
- (iv) modify the Application or develop any derivative works based on the Application or any Confidential Information of GL Ventures;
- (v) decompile, disassemble, translate, reverse engineer or attempt to reconstruct, identify or discover, copy, create derivative works based upon the source code of the Application (unless permitted by law), underlying ideas, underlying user interface techniques or algorithms of the Application by any means whatsoever (except to the extent such restriction is prohibited under applicable law), or disclose any of the foregoing;
- (vi) encumber or suffer to exist any lien or security interest on the Application;
- (vii) take any action that would cause the Application or the source code to be placed in the public domain; and
- (viii) work around any technical limitation in the Application.

**3.5** Customer shall comply with and shall procure that its Users shall comply with (i) all applicable laws relating to the use of the Application and (ii) the Terms of Use.

**3.6** Customer shall have the right to make the Application available to the Users subject to the following conditions:

- (i) each User shall only be allowed to install, access and/or use (as applicable) the Application after having explicitly accepted the latest version of the Terms of Use;
- (ii) the Terms of Use shall be at least as protective for GL Ventures as the provisions included in this Agreement.

**3.7** The license to the Application, is expressly restricted to the rights, limitations and other terms set forth in the Agreement and Customer shall not be able to invoke any alleged implied rights which are not expressly set out under the Agreement. For the avoidance of doubt, the Application is only licensed, not sold to Customer.

**3.8** Customer acknowledges and agrees that any use of the Application outside the scope of and/or in breach of the terms as set forth in this Agreement, shall entitle GL Ventures to immediately terminate (or alternatively, at GL Ventures' option,

suspend) this Agreement for material breach by Customer, without any formalities being required and without prejudice to any other right or remedy available to GL Ventures pursuant to this Agreement or under applicable law.

**3.9** Customer hereby acknowledges and agrees that any modification or attempted modification of the Application by any party other than GL Ventures shall void GL Ventures' warranties and shall be deemed to represent a material breach of this Agreement by Customer.

### **4 Delivery of the Application**

**4.1** The Application shall be made available for download to Customer.

**4.2** Customer expressly acknowledges that the operation of the Application is subject to the technical requirements communicated by GL Ventures and may require that Customer and/or the Users have or obtain, at their sole cost and expense, high-speed internet connection, hardware, networks, operating systems and/or other third-party software.

### **5 Maintenance and changes**

**5.1** GL Ventures reserves the right to make operational or technical changes to the Application, and to modify, add or remove certain functionalities.

**5.2** Customer acknowledges that in order to ensure a correct functioning of the Application, maintenance services are needed from time to time. GL Ventures shall carry out such maintenance services at its sole discretion and shall use all reasonable endeavors to minimize the impact on Customer's day to day business. Where practicable, GL Ventures shall give to Customer prior written notice of scheduled maintenance that is likely to affect the availability of the Application or is likely to have a material negative impact upon the Application. GL Ventures shall not be liable for costs incurred by Customer as a result of any non-availability of the Application due to maintenance services for which prior written notice has been given.

**5.3** Customer is responsible for making sure that the available updates are installed in a correct and timely manner. GL Ventures shall in no event be responsible for incidents or any damages resulting and/or linked to the use of outdated versions of the Application.

### **6 Support**

**6.1** If no specific service levels have been agreed in writing between the Parties, GL Ventures shall use commercially reasonable efforts to correct (or to provide a workaround for) any reproducible Defects in the Application within 72 hours after Customer has logged the Defect to GL Ventures via the following email address: [contact@gl.ventures](mailto:contact@gl.ventures).

### **7 Intellectual Property Rights**

**7.1** GL Ventures is and remains the sole and exclusive proprietary owner of all Intellectual Property Rights related to the Application (including any new versions, updates, enhancements, modifications or improvements made to the Application).

**7.2** Nothing in the Agreement shall convey any title or proprietary right or Intellectual Property Right in or over the Application to Customer or any third party. Customer shall not in any way acquire any title, rights of ownership, copyright, Intellectual Property Rights or other proprietary rights of whatever nature in the Application. Customer agrees not to remove or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Application, or visible during its operation, or on media.

**7.3** If Customer and/or Users provide GL Ventures Feedback relating to the Application, all Intellectual Property Rights in that Feedback, and anything created as a result of that

Feedback (including new material, enhancements, modifications or derivative works), shall vest in GL Ventures and GL Ventures shall have the right to use and disclose the Feedback for any purpose.

## **8 Customer Data**

**8.1** All Customer Data shall remain property of Customer.

**8.2** Customer hereby grants to GL Ventures a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of GL Ventures' obligations and the exercise of GL Ventures' rights under this Agreement.

**8.3** Customer warrants to GL Ventures that Customer Data when used by GL Ventures in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any third party, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

## **9 Usage control**

**9.1** GL Ventures has the right to (have a third party) monitor and inspect the usage of the Application by Customer in order to improve the Application and to verify the calculation of the Fees (where applicable).

**9.2** If such inspection shows that Customer has underpaid the amount of Fees due to GL Ventures, without prejudice to any other rights and remedies available to GL Ventures, Customer shall promptly pay the amount of such underpayment to GL Ventures together with any applicable late payment interest.

## **10 Fees and payment terms**

**10.1** Customer may use the XFA Web Extension and the XFA Native Client free of charge.

**10.2** Customer may register ten (10) Active Devices on the xFA Dashboard free of charge. Upon exceeding the registration of ten (10) Active Devices, Customer shall pay GL Ventures one (1) EUR per Active Device per month.

**10.3** The Fees shall be calculated based on the number of registered Active Devices by Customer in a month on the XFA Dashboard, regardless of the duration of the registration of the Active Device.

**10.4** The Fees shall be invoiced by GL Ventures on a monthly basis.

**10.5** Customer authorizes GL Ventures to charge Customer's credit card for the Fees that are due and owing to GL Ventures by Customer under this Agreement.

**10.6** Upon renewal of the Agreement, GL Ventures may increase the applicable Fees. In such case, GL Ventures will notify Customer thereof in advance and the increased Fees will apply at the start of the next Renewal Term. If Customer does not agree to this price increase, Customer shall have the right to terminate the Agreement in accordance with clause 12.2.

**10.7** All invoices are payable within thirty (30) calendar days after the invoice date. If a Customer disputes an invoice (or any portion thereof), Customer must notify GL Ventures in writing of the nature of such dispute within five (5) Business Days after the invoice date, failing which the invoice shall be deemed accepted by Customer. The undisputed portion of the invoice shall be paid as set forth in the Agreement. If Customer fails to pay any outstanding amounts, GL Ventures shall be entitled to suspend its obligations and Customer's rights hereunder until receipt of payment of such outstanding amounts.

**10.8** All Fees payable to GL Ventures under the Agreement shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which case Customer undertakes to pay GL Ventures such additional amounts as are necessary in

order that the net amounts received by GL Ventures after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding.

**10.9** The invoices shall be sent electronically to Customer's email address, provided to GL Ventures by Customer.

**10.10** Any amounts of undisputed invoices that have not been paid within thirty (30) days after the invoice date shall automatically and without notice be subject to a late payment interest equal to the maximum permitted by applicable law, which interest shall be compounded daily as of the due date until receipt of full payment by GL Ventures. In addition, Customer shall pay all costs incurred by GL Ventures as a result of the (extra)judicial enforcement of Customer's payment obligation under this clause.

## **11 Term of the Agreement**

**11.1** The Agreement is entered into for the fixed term of one (1) month.

**11.2** After the Initial Term, the Agreement shall be automatically and tacitly renewed for the same duration as the Initial Term (each a Renewal Term), unless a Party provides a written notice according to clause 12.2.

## **12 Termination**

**12.1** GL Ventures may, at its sole discretion, suspend or terminate the Agreement, partially or wholly, by written notice to Customer, if Customer fails to pay to GL Ventures any amount due under the Agreement and Customer fails to cure such failure to pay within thirty (30) days from the date of a written notice of default from GL Ventures to Customer.

**12.2** Either Party will have the right to terminate the Agreement at all times, without indemnification, subject to a prior written notice period of seven (7) calendar days.

**12.3** Either Party may immediately terminate the whole or any portion of the Agreement without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights, remedies and/or claim to which it may be entitled by law, upon providing the other Party with written notice of termination if:

- (i) the other Party performs a material breach to any provision of the Agreement and fails to cure such material breach within thirty (30) calendar days after receipt of written notice of the material breach;
- (ii) the other Party becomes insolvent, is subject to voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business (insofar as allowed by applicable law); or
- (iii) the other Party breaches clause 7 (*Intellectual Property Rights*) or clause 16 (*Confidential Information*) of this Agreement.

**12.4** Upon termination of the Agreement:

- (i) Customer's and the Users' right to use the Application will automatically cease and all licenses granted to Customer pursuant to the Agreement shall automatically terminate;
- (ii) Customer shall delete all copies of the Application and shall require the Users to do the same;
- (iii) each Party shall delete or return, within reasonable time of such termination or expiration, all Confidential Information from the other Party, except as required to comply with any applicable legal or accounting record keeping requirement; and
- (iv) Customer shall promptly pay GL Ventures all Fees due to GL Ventures up to and including the date of termination.

## **13 Warranties**

**13.1** Customer acknowledges and agrees that the Application is provided "as is". Except for the foregoing warranty and to the maximum extent permitted by applicable law, GL

Ventures does not make any representations or warranties, express or implied, concerning any matter under this Agreement and GL Ventures disclaims any representations or warranties, express or implied, including (without limitation) any implied warranties of accuracy or completeness of data, fitness for a particular purpose, merchantability, or non-infringement.

#### **14 Privacy and data protection**

**14.1** Each Party shall comply with the Data Protection Laws with respect to the processing of Customer Personal Data.

**14.2** GL Ventures shall process Customer Personal Data only for the execution of this Agreement and in accordance with the DPA included in Annex 1 to this Agreement.

#### **15 Claims by third parties**

**15.1** Customer shall immediately inform GL Ventures in writing of any third-party claims in connection with an alleged or actual violation by the Application, or other material made available by GL Ventures and GL Ventures shall have the right to control the defense of such claims. Customer is entitled to participate in such a procedure at its own expense.

**15.2** In the event that the Application threatens to become the subject or is the subject of an infringement claim, GL Ventures will be entitled at its own option and expense (i) to modify or replace the allegedly infringing material so that it is no longer infringing material, while maintaining substantially similar functionality; or (ii) to obtain the right for Customer to continue to use, market and distribute the relevant material in accordance with this Agreement.

**15.3** GL Ventures is not liable for any claim that is based on (i) unauthorized use of the Application by Customer; (ii) a modification by Customer or a third party of the Application; or (iii) the failure of the integration or installing improvements by Customer in respect of the Application issued by GL Ventures, if GL Ventures has indicated that such improvements or adjustments are necessary to prevent a potential breach.

#### **16 Confidential Information**

**16.1** The Parties shall treat all Confidential Information received from the other Party as confidential, keep it secret and shall not disclose it to any third party, other than its agents, employees, advisors or consultants where such disclosure is necessary for the performance of the Agreement and only in case such agents, employees, advisors or consultants are bound by a confidentiality obligation at least as strict as included in the Agreement.

**16.2** Confidential information disclosed in the execution of this Agreement shall not be used for any purpose other than as required for the performance of either Parties' obligations under the Agreement.

**16.3** Both Parties shall take sufficient measures to maintain the confidentiality of all Confidential Information. Parties in particular agree that they:

- (i) shall not copy or otherwise exploit any component of the Confidential Information other than as herein provided, nor make any disclosures with reference thereto to any third party; and
- (ii) shall promptly notify the other Party if it becomes aware of any breach of confidentiality and give the other Party all reasonable assistance in connection with the same.

**16.4** Shall not be considered Confidential Information, information that:

- (i) is published or comes into the public domain other than by a breach of the Agreement;
- (ii) can be proven to have been known by the receiving Party before disclosure by the disclosing Party;
- (iii) is lawfully obtained from a third party other than by a confidentiality breach of such third party; or

(iv) can be shown to have been created by the receiving Party independently of the disclosure.

**16.5** If and to the extent required in accordance with a judicial or other governmental order, the receiving Party may disclose Confidential Information, provided that the receiving Party:

- (i) gives the disclosing Party reasonable prior notice to seek a protective order or equivalent, unless the receiving Party is legally prohibited from doing so;
- (ii) reasonably cooperates with the disclosing Party in its reasonable efforts to obtain a protective order or other appropriate remedy;
- (iii) discloses only that portion of the Confidential Information that is legally required to disclose; and
- (iv) uses reasonable efforts to obtain reliable written assurances from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection available under applicable law or regulation.

**16.6** The obligations set out in this clause 16 shall enter into force as from the start of negotiations between the Parties and shall survive during five (5) years after the termination or expiration of the Agreement. The confidentiality obligations in the Agreement replace any prior non-disclosure agreement signed between the Parties.

#### **17 Force Majeure**

**17.1** If an event of Force Majeure occurs, performance of the Parties' obligations under the Agreement shall be suspended for the duration of the delay caused by the event of Force Majeure. The Party claiming Force Majeure shall promptly inform the other Party to this effect in writing, explaining its reasons for doing so.

**17.2** If an event of Force Majeure occurs, the Parties shall immediately consult with one another with a view to finding an equitable solution and shall use all reasonable efforts to minimize the consequences of the occurrence. If the conditions of Force Majeure prevail for more than one (1) month and the Parties have been unable to reach an equitable solution, the other Party shall have the right to terminate the Agreement by giving fourteen (14) days' written notice to the other Party.

#### **18 Limitation of liability**

**18.1** Subject to the maximum extent permitted under applicable law, GL Ventures' liability under the Agreement shall in the aggregate, not exceed the average yearly Fees paid by Customer under the Agreement.

**18.2** GL Ventures shall under no circumstances be liable to Customer for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, lost revenue, loss of business, loss or corruption of data, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and third parties' claims. Each Party shall have the duty to mitigate damages.

**18.3** GL Ventures cannot be held liable in any way, neither contractually nor extra-contractually, for discontinuing an older release of the Application or for damages caused by the wrongful (or out of scope) use of the Application.

#### **19 Miscellaneous**

**19.1 Entire agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Agreement shall affect, or be used to interpret, change or restrict, the express clauses of the Agreement.

**19.2 Amendments.** Notwithstanding clause 10.5, the terms of the Agreement may be modified or amended only by written agreement executed by a duly authorized representative of both Parties hereto.

**19.3 Waiver.** The terms of the Agreement may be waived only by a written document signed by both Parties. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

**19.4 Severability.** If any provision of the Agreement is determined to be illegal, void, invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect. The provisions found to be illegal, invalid or unenforceable shall be enforceable to the full extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

**19.5 Survival.** Expiration, termination or cancellation of the Agreement shall be without prejudice to the rights and liabilities of each Party which have accrued prior to the date of termination, and shall not affect the continuance in force of the provisions of the Agreement which are expressly or by implication intended to continue in force, including, without limitation, the provisions relating to clause 7 (*Intellectual Property Rights*), clause 16 (*Confidential Information*) and clause 18 (*Limitation of liability*).

**19.6 Assignment.** Customer shall not assign or otherwise transfer any of its rights or obligations under the Agreement without GL Ventures' prior written consent. Subject to any restrictions on assignment herein contained, the provisions of the Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assignees.

**19.7 Publicity.** GL Ventures shall have the right to use any trademarks, logos or other marks of Customer (including Customer's corporate name) for Customer references on GL Ventures' website, social media announcements and sales presentations.

**19.8 Relationship between the Parties.** The relationship between GL Ventures and Customer is that of independent contractors. Neither Party is agent for the other and neither Party has any authority to make any contracts, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent for express purposes connected with the performance of the Agreement.

**19.9 Notices.** Any notice required to be served by the Agreement shall in first instance be given by electronic mail. Notices given to Customer shall be done via the email address (or in case no email address is available via post to Customer's registered address). In case no confirmation of receipt was given by the Parties within five (5) Business Days, all notices can be done in writing and served by registered letter addressed to either Party at its address or to such other address as a Party may designate by notice hereunder.

**19.10 Conflict.** In case of conflict between the provisions of these Terms and Conditions and the provisions of one of the Annexes, the provisions of these Terms and Conditions shall prevail regarding its subject matter.

**19.11 Language.** The Agreement is entered into in the English language only; which language shall be controlling in all respects. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the English or Dutch.

**19.12 Applicable law and jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Belgium and the Parties hereto submit to the exclusive jurisdiction of the competent courts of Antwerp (section Antwerp).

## **ANNEX 1 – DPA**

### **1 Definitions**

**1.1** "Controller", "Data Subject", "Data Protection Impact Assessment", "Personal Data Breach", "Process(ing)", "(Sub)-Processor" and "Supervisory Authority", shall have the same meaning as in the GDPR.

**1.2** All other terms and definitions with capital letters which are not defined expressly in this DPA shall have the meaning given to them in the Agreement.

### **2 Scope**

**2.1** This DPA supersedes and replaces all previous agreements made in respect of Processing Customer Personal Data and data protection in relation to the Agreement.

**2.2** By means of this DPA, Parties wish to lay down their specific agreements in respect to the Processing of Customer Personal Data within the framework of the Agreement.

### **3 Object of this DPA**

**3.1** This DPA determines the conditions of the Processing of Customer Personal Data by GL Ventures on behalf of Customer in the context of the Agreement.

**3.2** GL Ventures shall process Customer Personal Data on behalf of Customer in the context of the services provided by GL Ventures under the Agreement.

**3.3** The purpose of the Processing shall be to enable Customer and the Users to use the Application and to provide any additional related services.

**3.4** The Personal Data processed by GL Ventures on behalf of Customer includes Customer Personal Data provided by the Customer and/or Users.

### **4 Processing of Customer Personal Data**

**4.1** Parties agree that GL Ventures shall act as a Processor and Customer shall act as a Controller in respect of the performance of the Agreement and that the aforementioned designation of the Parties as Controller and Processor is consistent with the definitions set out in the GDPR. If, during the Term, this designation would be invalidated by a decision of a competent authority or court, by any changes in Data Protection Laws or would otherwise prove to be inaccurate, Parties shall promptly negotiate in good faith such variations to this DPA as may be necessary the effect of which shall remain as close as possible to the provisions of, and the respective responsibilities of Parties set out in, this DPA.

**4.2** Each Party shall comply with the obligations applicable to it under the applicable Data Protection Laws. Without prejudice to the generality of the foregoing, Customer shall be responsible for ensuring that the Processing of the Customer Personal Data shall have a valid legal basis for each of the applicable purposes and that all Data Subjects shall receive all legally required information prior to the start of the Processing.

**4.3** GL Ventures shall only process the Customer Personal Data received in the context of the Agreement in accordance with the documented instructions of Customer and shall not use these Customer Personal Data for its own purpose(s).

**4.4** Customer shall inform GL Ventures of any mandatory local Data Protection Laws (other than the GDPR and the Belgian Data Protection Act) that apply to the Processing by GL Ventures as a result of the Processing by Customer.

**4.5** Without prejudice to Customer's responsibilities under the GDPR, GL Ventures shall immediately inform Customer if, in its opinion, an instruction of Customer infringes the GDPR or other applicable Data Protection Laws and GL Ventures shall bear no liability in case it refuses to carry out any instruction that it deems manifestly unlawful.

**4.6** For the avoidance of doubt, in case Customer allows a third party to have access to, or to otherwise Process, Customer Personal Data, it shall be Customer's sole responsibility to enter into appropriate contractual arrangements with such third party and Customer acknowledges that GL Ventures shall by no means be responsible for any claims or damages caused by, or in relation to, such third party's access to, and/or Processing of, the Customer Personal Data.

### **5 Term**

**5.1** This DPA is applicable to every Processing of Customer Personal Data executed in the context of the Agreement and applies as long as GL Ventures Processes Customer Personal Data on behalf of Customer in the context of the Agreement.

**5.2** This DPA ends automatically upon termination or expiry of the Agreement (or at the moment the Processing by GL Ventures is terminated). The provisions of this DPA that are either expressly or implicitly (given their nature) intended to have effect after termination or expiry of the DPA shall survive the end of the Agreement.

### **6 Technical and organizational measures**

**6.1** GL Ventures shall take all appropriate technical and organizational measures as referred to in article 32 GDPR to ensure an adequate level of security appropriate to the risk.

**6.2** The technical and organizational measures taken by GL Ventures are available on request.

**6.3** GL Ventures may update or modify these measures from time to time provided that such updates and modifications do not result in the degradation of the security of the Processing.

**6.4** In case Customer requests additional specific technical and organizational measures to be implemented by GL Ventures, Parties shall have good faith discussions with respect to such request and Customer shall reimburse GL Ventures for implementing such measures in accordance with clause 15 of this DPA.

### **7 Storage of Customer Personal Data**

**7.1** GL Ventures shall not keep the Customer Personal Data any longer than required for the Processing of such Customer Personal Data in the context of the Agreement. Customer shall not instruct GL Ventures to store any Customer Personal Data longer than necessary for the purpose(s) of the Processing. Unless explicitly agreed otherwise, the maximum period during which GL Ventures is allowed to store the Customer Personal Data on behalf of Customer is equal to the Term of the Agreement.

**7.2** Unless storage of the Customer Personal Data is required under Union or Member State law, GL Ventures shall, at the choice of Customer, delete or return all Customer Personal Data to Customer upon the expiry or termination of the Agreement.

### **8 Confidentiality**

**8.1** Only those employees, contractors or agents of GL Ventures who are involved in the Processing of Customer Personal Data may be informed about the Customer Personal Data and only to the extent as reasonably necessary for the performance of the Agreement.

**8.2** GL Ventures ensures that persons authorized to process the Customer Personal Data are committed to confidentiality by contract or are under an appropriate statutory obligation of confidentiality.

### **9 Data Subject's rights**

**9.1** Taking into account the nature of the Processing, GL Ventures shall use best efforts, by taking appropriate technical and organizational measures, to assist Customer in the

fulfillment of its obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR.

**9.2** For all services performed by GL Ventures in the context of the treatment of such requests from Data Subjects, Customer shall reimburse GL Ventures in accordance with clause 15 of this DPA. Such reimbursement by Customer shall not be due in case the Data Subject is invoking its rights because of a Personal Data Breach proven attributable to GL Ventures.

## **10 Duty to notify**

**10.1** GL Ventures shall assist Customer in ensuring compliance with the provisions of the GDPR concerning Personal Data Breaches.

**10.2** Upon becoming aware of a Personal Data Breach involving Customer Personal Data, GL Ventures shall notify Customer thereof without undue delay. At the request of Customer, GL Ventures shall cooperate with the investigation and elaboration of the necessary measures.

**10.3** Parties shall keep each other informed of any new developments with regard to any Personal Data Breach and of the measures they take to limit its consequences and to prevent the repetition of such Personal Data Breach.

**10.4** It is the responsibility of Customer to report any Personal Data Breach to the Supervisory Authority and/or the Data Subject, as required.

## **11 Sub-Processing**

**11.1** Customer expressly authorizes GL Ventures to engage Sub-Processors for the Processing of Customer Personal Data for the performance of the Agreement. To this extent, Customer grants a general permission to GL Ventures to decide with which Sub-Processor(s) GL Ventures cooperates for the fulfillment of its obligations under the Agreement.

**11.2** GL Ventures shall keep a list of all Sub-Processors engaged, which can be consulted by Customer upon simple request. GL Ventures shall inform Customer of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving Customer the opportunity to object in writing on evidenced and reasonable grounds to such changes prior to the engagement of the concerned Sub-Processor(s). In case Customer objects to the intended addition or replacement, Parties shall discuss the intended addition or replacement and any alternatives in good faith and as soon as reasonably possible after Customer's written notice.

**11.3** Processor shall impose in substance the same data protection obligations as set out in this DPA on each Sub-Processor by way of a written agreement, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the applicable Data Protection Laws. Where the Sub-Processor fails to fulfill its data protection obligations, GL Ventures shall remain fully liable to Customer for the performance of the Sub-Processor's obligations.

## **12 Transfers of Customer Personal Data outside the EEA**

**12.1** The Processing of Personal Data will exclusively take place within the European Economic Area ("EEA").

**12.2** The Processing or transfer of Personal Data outside the EEA can only occur with the specific prior written consent of Customer and/or in compliance with applicable legislation. GL Ventures can sign standard contractual clauses, codes of conduct or any other instruments adopted by the European Commission, which ensures that the transfer of Personal Data to a country outside the EEA complies with appropriate safeguards as required by the GDPR.

**12.3** Such consent of Customer is not required when the transfer of Personal Data to countries outside the EEA is mandatory under EU or Member State law provisions.

## **13 Data Protection Impact Assessment and prior consultation**

**13.1** Customer shall be responsible for ensuring that a Data Protection Impact Assessment (article 35 GDPR) ("DPIA") or Prior Consultation (article 36 GDPR) linked to the Processing of Customer Personal Data in the context of the performance of the Agreement is carried out when required. If Customer performs such a DPIA and/or a Prior Consultation, GL Ventures shall provide reasonable assistance to Customer in connection therewith.

**13.2** In such case, Customer shall reimburse GL Ventures for the services rendered in accordance with clause 15 of this DPA. Such reimbursement of costs shall not apply in case the DPIA or prior consultation is triggered by a Personal Data Breach proven attributable to GL Ventures.

## **14 Compliance – Audit – Inspection**

**14.1** Upon request of Customer, GL Ventures shall make available to Customer all information necessary to demonstrate compliance with its obligations under this DPA and the applicable Data Protection Laws.

**14.2** Customer has the right to perform at its own expense audits regarding the compliance by GL Ventures with its obligations under this DPA and the applicable Data Protection Laws.

**14.3** GL Ventures shall use its reasonable efforts to cooperate with such audits and to make available all information necessary to prove its compliance with the obligations of GL Ventures.

**14.4** Customer shall give GL Ventures prior written notice of such audit at least one month prior to the date on which the audit will be performed. In case an audit is being performed, Customer shall first sign a specific non-disclosure agreement with respect to such audit and the audit results. The information collected in connection with an audit shall only be used to verify GL Ventures' compliance with this DPA and the applicable Data Protection Laws. Customer has the option to perform the audit itself or to appoint at its own expense an independent auditor, however such independent audit must duly sign the non-disclosure agreement referred to in this clause.

**14.5** Customer and GL Ventures and, where applicable, their representatives, shall reasonably cooperate, upon request, with the Supervisory Authority in the performance of its tasks.

**14.6** Customer will reimburse GL Ventures for the services so rendered in relation to the audit in accordance with clause 15 of this DPA, unless the audit is a result of a Personal Data Breach proven attributable to GL Ventures.

## **15 Costs**

**15.1** The assistance to be performed under this DPA for which GL Ventures may charge Customer, will be charged on a time and materials basis. GL Ventures will invoice these amounts on a monthly basis.

**15.2** The payment of GL Ventures by Customer for the services under this DPA shall take place in accordance with the provisions of the Agreement.

## **16 Liability**

**16.1** The provisions of the Agreement concerning liability shall also apply to this DPA and the damages arising out of it.

## **17 Other provisions**

**17.1** The provisions of the Agreement concerning changes, completeness of the agreement, severability, applicable law and competent court are applicable to this DPA.