



Framework Agreement

Let's get things done!





SOFTWARE DEVELOPMENT AND LICENSE FRAMEWORK AGREEMENT

Between:

1. **NESTOYA SRL**, a company organised and existing under the laws of Belgium, having its registered office at 37 Avenue Prince Baudouin, 1150 Woluwe-Saint-Pierre, Company number: 755.788.366, Represented for the purposes of this Agreement by Stijn Claes, hereinafter referred to as the **“Supplier”**;

And:

2. **[TO BE COMPLETED]** a company organised and existing under the laws of **[TO BE COMPLETED]**, having its registered **[TO BE COMPLETED]** Company number: **[TO BE COMPLETED]**, Represented for the purposes of this Agreement by **[TO BE COMPLETED]**, hereinafter referred to as the **“Customer”**;

Each of whom is hereinafter referred to individually as a “Party” and collectively as the “Parties”.

PREAMBLE:

The Supplier is engaged in information technology consulting, software development, marketing, licensing and support of certain software;

The Customer has requested the Supplier to custom develop and license to the Customer certain software which shall have the capabilities and functions described in the related work order(s);

The Supplier is prepared to undertake such development under the terms and conditions specified in this Framework Agreement and for the fees specified in the related work order(s).



THE FOLLOWING HAS BEEN AGREED:

Clause 0. Definitions

For the purpose of this Agreement, the following terms shall have the meaning assigned to them in this Clause 0.

“Acceptance Date” means the date on which the Licensed Software has passed all acceptance tests in accordance with the provisions of the related Work Order(s).

“Agreement” means the body of this Framework Agreement, including Annex 1, as well as the related Work Order(s).

“Business Days” means any weekday except Saturday, Sunday and official holidays in Belgium.

“Detailed Specifications” has the meaning given in the related Work Order(s).

“Fees” means among others the license fee, the implementation cost and the maintenance cost to be paid by the Customer to the Supplier as set out in the related Work Order(s).

“Force Majeure” means any unforeseeable and compelling cause or event beyond a Party’s reasonable control affecting the execution by such Party of its obligations under this Agreement.

“Functional Specifications” means those capabilities and functions to be met by the Licensed Software and which are described in the related Work Order(s).

“GDPR” means the Regulation 2016/679 of the European Parliament and of the Council of 27/04/2016 on protection of natural persons with regards to the processing of personal data and on the free movement of such data.

“Hardware” means the central processing unit, accompanying operating system or cloud environment set out in the related Work Order(s) and which is to be utilised by the Customer for operation of the Licensed Software.

“Implementation Schedule” means the schedule of events leading to the implementation of the Licensed Software upon the Hardware, as described in the related Work Order(s).

“Licensed Materials” means the Detailed Specifications, the Licensed Software and the System Documentation.

“Licensed Software” means the software programs conforming to the Functional Specifications to be provided by the Supplier and licensed to the Customer pursuant to the terms and conditions of this Agreement as well as the related Work Order(s).



"Maintenance Services" means all the services and work carried out by the Supplier under this Agreement in view of ensuring that the Services operate and keep operating in accordance with the requirements stated in the relevant Work Order(s). Maintenance Services may include delivery and installation of updates/upgrades related to the maintained Services and ongoing support of the Licensed Materials, as described in Annex 1 of the Agreement and as specified in the related Work Order(s).

"Personnel" means employees, agents, consultants, sub-contractors, employees or persons assigned by the Supplier to execute (part of) the Agreement.

"Production Server" means the designated server environment where the fully developed and tested version of the License Software is deployed.

"Proprietary Rights" means patent rights, trademarks, design and models, copyrights, rights in databases, proprietary rights in know-how, the source code, trade secrets and other confidential information, and any other form of legally protectable intellectual or industrial property rights under any jurisdiction whatsoever.

"Services" means any services to be provided by the Supplier to the Customer.

"Specifications" has the meaning given in the related Work Order(s).

"Start Date" means the date of execution of this Agreement by the Parties.

"System Documentation" means all documents, flowcharts, printout specifications, file specifications, test data, screen layouts, data dictionaries, report layouts and all manuals which collectively contain a complete description and definition of all operating conditions of the Licensed Software, together with the source code listings of the Licensed Software and all operating and technical reference manuals describing the operation and management of the Licensed Software.

"Work Order" means a written document that has been agreed and signed by both the Supplier and the Customer, under which the Supplier will provide the specified Services pursuant to the provisions of the Agreement. The notion "Work Order" includes all annexes attached to such Work Order, if any.

Clause 1. Purpose

Under this Agreement, the Customer will be entitled to place one or more Work Order(s) with the Supplier. After acceptance of the Work Order, the Supplier will provide the Services to the Customer under the terms and conditions of this Agreement.

Clause 2. Independence of the Parties

The Parties are independent contractors. Therefore, the Agreement shall not create a franchise, agency, concession, commercial partnership, joint venture, sales representative, and/or employment relationship between them.



Unless otherwise agreed in writing by the Parties, neither Party shall make any express or implied negotiations, agreements, warranties, guarantees, commitments or representations, or incur any debt, in the name and/or on behalf of the other Party.

Clause 3. Development of Detailed Specifications

- 3.1. On the Start Date, the Supplier will commence preparation of detailed Licensed Software design specifications and acceptance test criteria (the “Detailed Specifications”). The Detailed Specifications shall be prepared in accordance with and shall be consistent with the Functional Specifications. The Detailed Specifications and Functional Specifications will be described in the Work Order(s). If the Detailed Specifications are not described in the Work Order(s) (and only in that case), the following provisions will apply.
- 3.2. The Detailed Specifications shall be delivered to the Customer for approval, within a timeframe specified in the related Work Order(s). Upon delivery of the Detailed Specifications to the Customer, the Customer shall have a timeframe specified in the related Work Order(s) to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria, to reject the Detailed Specifications as a whole (specifying in reasonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement), or to request specific clarifications, additions or modifications to the Detailed Specifications. Such approval, disapproval or request shall be given in writing within the time period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.
- 3.3. If the Detailed Specifications are rejected in whole or in part by the Customer, or if the Customer requests specific clarification, additions or modifications to the Detailed Specifications, then the Supplier shall have a further timeframe specified in the related Work Order(s), or such longer period of time as the Parties may in writing agree upon, in which to deliver to the Customer amended Detailed Specifications, for approval. Upon delivery of such amended Detailed Specifications to the Customer, the Customer shall have a timeframe specified in the related Work Order(s) to approve the Detailed Specifications, to reject that portion of the Detailed Specifications dealing with acceptance test criteria or to reject the Detailed Specifications as a whole, specifying in reasonable detail the manner in which the Detailed Specifications are not in accordance with the Functional Specifications or the requirements of this Agreement. Such approval or disapproval shall be given in writing within the time period aforesaid, and if not so given, the Customer shall be deemed to have accepted the Detailed Specifications.
- 3.4. If the Customer accepts or is deemed to have accepted the Detailed Specifications, or if the Customer has rejected only that portion of the amended Detailed Specifications which deals with acceptance test criteria, then the Detailed Specifications (other than such rejected part) shall be deemed to be incorporated into and shall form a part of the Functional Specifications. If there is a conflict between the Detailed Specifications as incorporated and the Functional Specifications prior to such incorporation, then the Detailed Specifications shall govern.



- 3.5. If the Customer rejects that portion of the amended Detailed Specifications dealing with acceptance test criteria, then the Customer shall be solely responsible at its own expense for developing Licensed Software acceptance test criteria for use as provided in Clause 5.
- 3.6. If the Customer rejects the amended Detailed Specifications as a whole, or if the Supplier fails to deliver the Detailed Specifications to the Customer within a timeframe specified in the related Work Order(s), or fails to deliver the amended Detailed Specifications to the Customer as provided in Clause 3.3, then the Customer may terminate its obligations under this Agreement, in accordance with the provisions of Clause 15.3.

Clause 4. Development of Licensed Software

- 4.1. Following acceptance by the Customer of the Detailed Specifications, the Supplier shall proceed with the coding and debugging of the Licensed Software and the development of the System Documentation, all in accordance with the Implementation Schedule. In connection therewith, the Supplier shall provide the services of such Personnel as may be necessary in order to efficiently complete the foregoing.

Clause 5. Development of test data and acceptance testing

- 5.1. Following the Start Date, the Customer, in consultation with the Supplier, shall prepare and provide a complete and comprehensive set of test data in writing (the "Test Data") for the purpose of testing the Licensed Software. It is the responsibility of the Customer to ensure that the Test Data is sufficient for the Customer to determine that the Licensed Software performs correctly, when executed on the Hardware. All costs and expenses incurred in connection with the preparation and inputting of the Test Data, other than wages, salaries or similar remuneration paid to the employees or agents of the Supplier, shall be borne and paid for by the Customer. If the Customer is unable to prepare and provide a complete Test Data for the purpose of testing the Licensed Software, the Supplier shall prepare it for the Customer in accordance with the terms and conditions defined in a separate Work Order related to this specific task.
- 5.2. Following delivery of the Licensed Software, the Licensed Software shall be subjected to a series of acceptance tests, using the Test Data and the acceptance test criteria accepted by the Customer as part of the Detailed Specifications, or prepared by the Customer under Clause 5.1, as the case may be. The Licensed Software shall be deemed to have passed such series of tests if and when, for such period of operational use time as set out in the Implementation Schedule, the Licensed Software has demonstrated proper and substantially error-free execution on the Hardware of the functions outlined in the Functional Specifications.

The acceptance tests referred to in Clause 5.2 shall be deemed to have been successfully completed if the Customer does not notify the Supplier in writing of any failure within a timeframe specified in the related Work Order(s). If the Customer does so notify the Supplier, the Supplier shall forthwith correct the Licensed Software and the related System Documentation, at no charge to the Customer, and such acceptance test shall be commenced again and continued, subject to Clause 15.3, until the test is successfully



passed. Upon successful completion of all acceptance tests, the Customer shall so notify the Supplier in writing.- .

- 5.3. The Customer agrees to pay the licensing fees as stipulated in the Work Order upon the successful launch of the Licensed Software on the Production Server. The Supplier shall so notify the Customer in writing upon the Licensed Software's successful launch, triggering the commencement of invoicing.
- 5.4. The Acceptance Date under Clause 5.2 shall be deemed to have occurred on the date upon which the specified functions have been completed, and in the case of Clause 5.3, upon the earlier of expiration of the timeframe specified in the related Work Order(s) and that date upon which the Customer provides written notice to the Supplier.
- 5.5. The Customer shall at its sole expense be responsible for providing all Hardware and peripheral devices required to complete the acceptance testing procedures.

Clause 6. Implementation Schedule

- 6.1. The development of the Detailed Specifications and the System Documentation, and the coding, debugging and acceptance testing of the Licensed Software shall be done in accordance with the timing set forth in the Implementation Schedule, as described in the related Work Order(s).
- 6.2. The Supplier and the Customer shall report to each other at meetings held at regular intervals as to the progress being made by each of them in relation to the various events set forth in the Implementation Schedule, and the delays encountered and the action being taken to recover from such delays. In connection therewith the Customer and the Supplier shall each designate one trained and competent person to act as its liaison contact, with one alternate if desired. No liaison person shall be changed without the prior written consent of the other Party.
- 6.3. In any case, the Supplier shall not be liable for any delay arising from (i) the Customer's provision of incorrect, incomplete or unclear information, (ii) the Customer's late provision of information, or (iii) the Customer's failure to comply with this Agreement. Any cost incurred by such delay shall be borne by the Customer with a minimum of 500 EUR per two-week sprint.

Clause 7. Payment and Invoicing

- 7.1. In return for its Services, the Supplier shall be entitled to the payment of the Fees detailed in the related Work Order(s) as soon as the Licensed Software is launched on the Production Server.
- 7.2. From the Start Date, the Supplier shall be entitled to the payment by the Customer of the hosting fees detailed in the related Work Order(s).



- 7.3. Any sum due to the Supplier by the Customer shall be the subject of an invoice issued to the Customer. The Supplier will invoice its Services to the Customer on a monthly basis, unless mentioned otherwise in the related Work Order(s).
- 7.4. The invoices will be paid thirty (30) days after invoice date.
- 7.5. Invoicing details will be specified on the Work Order.



Clause 8. Providing of the Services

- 8.1. The Supplier undertakes to provide the Services in a professional manner, within the agreed times, with all reasonable skill and care, in accordance with the relevant standards and requirements (including good industry practices), and in accordance with the Agreement and all applicable laws.
- 8.2. Each Party acknowledges that the nature of the Agreement requires timely, active and positive co-operation between the Parties to resolve issues not foreseen at the time of its commencement and each Party will co-operate in good faith with the other to resolve such issues in a timely and reasonable manner.
- 8.3. Each of the Parties shall at all times and always on a reasonable basis take a pro-active position in the provision of the Services by (i) seeking to obtain from the other Party any and all additionally required technical or functional information or input; (ii) advising on possible alternative options and scenarios, indicating price/quality aspects and technical and functional ramifications and suggesting changes where appropriate; (iii) when a discretionary margin is given or allowed, striving to select at any time the option or scenario which could best meet the purpose of the Agreement; and (iv) whenever possible, assigning sufficient and qualified Personnel, familiar with providing the Services and the purpose of the Agreement.
- 8.4. The Supplier agrees to provide some Maintenance Services to the Customer as described in Annex 1 and as specified in a related Work Order.
- 8.5. The foregoing Maintenance Services are exclusive, and can only be provided to the Customer by the Supplier's Personnel.
- 8.6. In any case, no other Personnel than the Supplier's Personnel may access the server of the Customer or the source code of the Licensed Software.

Clause 9. Software license

- 9.1. The Supplier hereby grants a non-exclusive and non-transferable license to the Customer for the Licensed Materials.
- 9.2. This license authorises the Customer to use the Licensed Software in the normal course of the Customer's business operations and for its own internal utilisation, as described in the related Work Order(s).
- 9.3. The Customer agrees that it may not use the Licensed Software to perform service bureau or timeshare functions, and that the Customer may not sublicense the Licensed Software unless otherwise specified in the Work Order.



Clause 10. Proprietary Rights

- 10.1. The Customer acknowledges and agrees to protect the confidential nature of the Licensed Materials and any other material provided to the Customer or obtained by the Customer as a result of this Agreement.
- 10.2. The Customer acknowledges that the Licensed Materials are the exclusive property of the Supplier and that they include Proprietary Rights. The Customer agrees that its rights to use the Licensed Materials are only as set out in this Agreement. The Customer shall not copy, assign, lend, sell, share, lease or otherwise dispose of or transfer to any third party the Licensed Materials without the prior written approval of the Supplier.
- 10.3. All Proprietary Rights (i) arising from the invention or efforts of the Supplier, or (ii) held by the Supplier on the date of this Agreement, shall remain the sole and exclusive property of the Supplier, and, except as expressly provided in this Agreement, the Customer shall have no other rights on such inventions or products than the right to use it and the rights defined in the Agreement or the relevant Work Order(s), if any.
- 10.4. All Proprietary Rights (i) arising solely from the separate invention or efforts of the Customer, or (ii) held by the Customer on the date of this Agreement, shall remain the sole and exclusive property of the Customer, and, except as expressly provided in this Agreement or as may be necessary for performing its obligations under the Agreement, the Supplier shall have no single right or license of any kind on the products covered by the Customer's Proprietary Rights.
- 10.5. The Parties may decide to further describe their respective Proprietary Rights in the Work Order(s).
- 10.6. The Customer agrees to keep the Licensed Materials in a secure manner and location.

Clause 11. Confidentiality

- 11.1. The Parties undertake to respect the confidential nature of the confidential information, data or documents and not to reveal them to third parties without the other Party's prior written agreement.
- 11.2. Each Party shall, in particular, make all reasonable efforts to:
 - Use a level of care not less rigorous than that taken to protect its own confidential information of a similar nature, to keep confidential, and to prevent any unauthorised disclosure of any confidential information, and to use such confidential information only in connection with the Agreement;
 - Not make any commercial use of such confidential information for the benefit of itself or any third party beyond the scope of the Agreement;



- Not make any such confidential information, or parts thereof, available to any third party, except to its Personnel to the extent necessary for the purpose of the Agreement and on a need-to-know basis; and
- Not disclose the confidential information, nor realise reverse engineering nor any similar steps, of the other Party's products and services nor use the mentioned information for a purpose the information is not provided for, without the prior written consent of the other Party

11.3. The confidentiality obligation does not apply to information:

- Which is already in the public domain other than through breach of the above mentioned obligations of non-disclosure and non-use; or
- Which is subsequently lawfully obtained by one of the Parties without breach of the above mentioned obligations of non-disclosure and non-use; or
- Is approved by both Parties in writing, for release; or
- Is disclosed by one of the Parties in compliance with a legal requirement of a government agency or otherwise where disclosure is required by force of law.

11.4. The Parties' obligations of confidentiality shall remain in force until the expiry of a period of five (5) years after the end of the Agreement.

Clause 12. Non-poaching

12.1. The Customer is prohibited from directly or indirectly entering into agreements or contracts with subcontractors, employees, or any person who has been otherwise hired by the Supplier within the last six months, for the duration of their collaboration with the Supplier and for an additional 24 months after the collaboration ends.

12.2. Any exceptions to this prohibition require prior, express, and written permission from the Supplier.

Clause 13. Liability

13.1. The Supplier is only liable for fraud, willful misconduct and/or gross negligence in performing its obligations under the Agreement.

13.2 In particular, the Supplier shall not be liable for any direct or indirect damages, losses or liabilities arising from the use, malfunction, or performance of the calculation kernel. While the Supplier will make reasonable efforts to ensure its accuracy and functionality, the Customer agrees to indemnify and hold the Supplier harmless from any claims or liabilities arising from the use or reliance on the calculation kernel.

13.3. The Supplier's liability in relation to the Agreement shall under no circumstances lead to any compensation for indirect damage of a financial, commercial nature or any other kind, such as time loss, loss of (or damage to) clientele, loss of data, loss of earnings, loss of profits, increase in



general overheads, disruption of business, claims from third parties, reputation or expected savings.

- 13.4. The Supplier is furthermore not liable for any consequences resulting from: (i) non-compliance by the Customer (or any of its representatives or agents) with the guidelines and/or instructions provided by the Supplier, (ii) damage caused by the Licensed Software or arising from the use or reliance of the Licensed Software (including notably the performance of the calculation kernel) and (iii) the Customer's violation of any applicable laws and regulations.
- 13.5. In the event the Supplier is held and found liable under the Agreement, its aggregate liability will in all cases be restricted to the remedying of the proven direct damages, and such liability shall under no circumstances exceed the lowest amount between (i) the amount equivalent to the Fees for the Services invoiced to the Customer in the twelve (12)-month period prior to the first event giving rise to the damages or (ii) a fixed price of five thousand (5.000) EUR.
- 13.6. The limitations to the Supplier's liability under the Agreement are intended to apply and be enforceable to the maximum extent permitted by law.

Clause 14. Indemnification

- 14.1. In the event that the Customer breaches any of the provisions of Clauses 8, 9, 10 and 11, the Customer agrees to indemnify and hold the Supplier harmless from all costs, losses or damages suffered or incurred by the Supplier as a result of such breach.
- 14.2. The abovementioned indemnification should consist in damages, with a minimum of twenty thousand (20.000) EUR. The amount of damages incurred shall be determined by an external party mutually agreed upon by both parties. The external party shall be an independent expert or professional with relevant expertise in the field related to the claim and shall not have any conflicts of interest with either party involved in the dispute. The decision of the external party and the decision made by such external party shall be binding and final. The costs associated with the determination of the indemnification amount by the external party shall be shared equally between the parties, unless otherwise agreed in writing.
- 14.3. In the event of a breach by the Customer of the clause 12, the damages suffered by the Supplier are contractually determined to be the total gross remuneration, excluding any employer's charges, earned by the Supplier's subcontractor, employee, or any person who has been otherwise hired by the Supplier during a period of 12 months preceding the recruitment. If the Supplier was employed for less than 24 months, the damages will be based on the average gross remuneration earned over 12 months. The Supplier reserves the right to prove and claim greater damages, without prejudice.
- 14.4. The Customer further acknowledges that in the event of a breach of any of the foregoing Clauses, damages may not be an adequate remedy, and that the Supplier shall be entitled to any equitable relief including an injunction.

Clause 15. Agreement duration and termination

15.1. The Agreement



15.1.1. This Agreement will enter into force for an indefinite period of time on the date of signing hereof by the last Party and each Party will be able to terminate the Agreement at its sole discretion by notifying a prior notice of minimum six (6) months to the other Party by registered letter.

15.1.2. In the event that one of the Parties has given such notice of termination, and unless the contrary is notified by the terminating Party in writing, (i) all Work Orders issued by the Supplier and accepted by the Customer prior to the notification of a termination notice, as well as (ii) all Work Orders which are already in the process of being performed at the moment of notification of a termination notice, will be performed and finished by the Supplier, even if the expiry date as determined in the relevant Work Order only takes place after the expiry of the above mentioned notice period. In those cases, the terms and conditions of the Agreement remain applicable to the ongoing Work Order(s) until this/these Work Order(s) come(s) to an end. At the end of the notice period, the Customer will immediately stop using the Licensed Materials.

15.2. The Work Order(s)

Each Work Order will mention expressly the duration for which it will be valid. If no duration has been agreed upon in the Work Order, such Services shall be ordered for an indefinite period of time.

The Customer shall have the right to terminate any Work Order concluded for an indefinite period of time at any moment at its sole discretion by notifying a prior notice of six (6) months. In such a case the Customer shall compensate the Supplier for the Services *de facto* provided until the end of the notice period. In this case, the Customer will immediately stop using the Licensed Materials.

15.3. Termination for a cause

Either Party is entitled to terminate the Agreement and/or the Work Order(s) with immediate effect and without any intervention of a court by sending written notice to the other Party in the following situations:

- Upon the institution by or against the other Party of proceedings in bankruptcy or other similar proceedings, in the event the other Party enters into liquidation (whether voluntarily, by operation of law or otherwise), becomes insolvent or ceases to carry on business;

In the event of bankruptcy of the Supplier, the Customer may continue to use the Licensed Software, or is free to find a new supplier. However, the Customer does not acquire the right to commercialize the Licensed Software in any way;

- In any instance where the other Party commits a material breach of the Agreement and/or of any of the Work Orders which cannot be remedied;

Will be in any case considered as a material breach a breach of the Agreement and/or of any of the Work Orders which can be remedied, but the Party in breach fails to



remedy said breach within thirty (30) calendar days, following written notice by the other Party demanding that said breach be remedied; or

- If an event of Force Majeure causes the suspension of the performance of the Agreement and/or any of the Work Orders for more than fifteen (15) consecutive calendar days or for more than fifteen (15) calendar days within a period of thirty (30) consecutive calendar days. The Party invoking Force Majeure will notify the other Party by registered mail of the circumstances constituting Force Majeure, and the likely duration thereof.

15.4. Survival of limitation of liability and indemnification

The obligations of the Customer under Clauses 13 and 14 shall survive termination or expiration of this Agreement.

Clause 16. Data Protection

16.1 The Parties undertake to comply with all legal requirements related to the protection of personal data and more in particular shall comply with GDPR.

16.2 The Supplier undertakes to only process the personal data under or in connection with the Agreement as strictly necessary for the performance of the Services and more specifically as follows:

- It shall process the personal data only on behalf of the Customer, only for the purpose of performing the Agreement and only in accordance with instructions contained in the Agreement;
- It shall process the personal data in accordance with all applicable laws and not do or permit anything to be done which might have as consequence that the Customer would be in breach of such applicable laws;
- It shall ensure that the Personnel authorized to process personal data has committed itself to confidentiality or are under the appropriate statutory obligation of confidentiality;
- It shall not use the personal data for any other purpose than the one purpose for which the personal data was originally collected;
- It shall not transfer the personal data outside the European Economic Area ("EEA") without the explicit written approval of the Customer;
- It shall not otherwise modify, amend or alter the contents of the personal data or disclose or permit the disclosure of any of the personal data to any third party unless specifically authorised in writing by the Customer for the purpose of the Agreement;
- It shall not copy the personal data, except when this is required to execute the Agreement;



- It will at all times provide that appropriate technical and organizational measures shall be taken to ensure a level of security appropriate to the risks presented by the processing in particular those arising from accidental and unlawful destruction, loss, modification, unauthorized disclosure of (or access to) the personal data processed (including but not limited to the use of SSL certificates for secure data transmission);
- It will constrain the access to the personal data to the Personnel on a “need-to-know” basis for the execution of the Agreement;
- It will not store a copy of the personal data longer than necessary for the execution of the Agreement and shall at the choice of the Customer, delete or return all personal data at the end of the provision of the Services unless and to the extent necessary for archival purposes or other purposes imposed by regulatory obligations;
- It shall notify the Customer without undue delay after it becomes aware that there has been 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 by the Supplier. The notification should indicate the nature, scope and impact of the breach, and any measures taken to remedy it;
- It shall assist the Customer in ensuring compliance with its GDPR obligations pertaining to (i) any exercise of rights by a data subject in respect of personal data processed by the data processor under the Agreement, (ii) the security of processing, (iii) data breach notifications, (iv) data protection impact assessments and (v) prior consultations of supervisory authority, taking into account the nature of processing and the information available to the data processor;
- It shall provide the Customer with all information necessary to demonstrate compliance with the obligations laid down in this Clause and allow for (and contribute to) audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, during normal business hours and with ten (10) days prior notice, to ensure compliance with this Clause;
- It shall immediately inform the Customer if (i) it cannot ensure compliance with the Customer’s instructions, (ii) in its opinion, an instruction of the Customer infringes any data protection law or regulations, (iii) a legislation or a public authority requires processing (including disclosure) of personal data which is not instructed by the Customer, or (iv) a data subject make an enquiry or a request with respect to their personal data.

16.3 In the event the Customer has to collect, store and/or process for the purpose of performing the Agreement (e.g. in order to issue security clearance) personal data of the Personnel, it shall be entitled to do so for the execution of the Agreement and shall at all times comply with the legislation regarding data protection.

16.4 The Customer shall be responsible for providing a valid SSL certificate, ensuring the confidentiality and integrity of user data. In the event that the Customer is not



able to provide such SSL certificate, or if additional security measures are required, the Parties shall discuss and the Customer agrees to incur extra costs associated with the procurement, enhancement and implementation of the SSL certificate by the Supplier, in accordance with the Specifications which will be set out in a separate Work Order. The Supplier shall assist in the implementation and configuration of the SSL certificate provided by the Customer or by the Supplier, ensuring a secure environment for data transmission.

Clause 17. Miscellaneous

17.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter(s) contemplated by the Work Order(s) and supersedes all previous agreements between the Parties relating to such subject matter(s).

17.2 The Agreement shall only be amendable by a written endorsement signed by duly authorised representatives of both Parties.

17.3 In the event of any conflict between, or interpretation problem regarding the provisions contained in the Work Order(s) on the one hand, and the main body of this Agreement on the other hand, the following order of precedence will govern unless otherwise stated:

(i) the main body of this Agreement;

(ii) the Work Order(s).

17.4 The failure of any Party to enforce at any time any of the provisions of the Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of the Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of (or non-compliance with) the Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. No waiver or discharge of the Agreement shall be valid unless in writing and signed by the Party against which such waiver or discharge is sought to be enforced.

17.5 In the event that any provision of the Agreement shall be determined to be (partially or totally) void and/or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions herein shall not be affected thereby. The Parties shall substitute for any totally or partially invalid and/or unenforceable provision a suitable valid provision which comes nearest to the Parties' intentions at the moment of signature of the Agreement.

17.6 Neither Party may assign to a third party any of its rights and obligations under the Agreement without the prior written consent of the other Party.



Clause 18. Applicable Law and Competent Jurisdiction

18.1 The Agreement is exclusively governed by Belgian law. No effect shall be given to any other choice of law or to any conflict-of-law rules or provisions (Belgian, foreign or international) that would result in the application of the laws of any country other than Belgium.

18.2 Any dispute relating to the interpretation or the execution of the Agreement which cannot be settled out of court shall be submitted to the Courts of Brussels.

Done in Brussels on [TO BE COMPLETED], in two (2) originals. Each Party acknowledging by its signature receipt of its own original.

For the Supplier

For the Customer

Stijn Claes
CEO

[TO BE COMPLETED]
[TO BE COMPLETED]



Annex 1 – Maintenance Services

This Maintenance Services Annex ("Annex") is entered into as an integral part of the Framework Agreement ("Agreement") dated [TO BE COMPLETED], between Nestoya, hereinafter referred to as the "Supplier," and [TO BE COMPLETED], hereinafter referred to as the "Customer."

The following terms will have the following meanings:

Bug fixes means error correction services to the Licensed Software to correct reproducible errors reported by the Customer to conform it with the Functional Specifications.

New Release means an Update or an Upgrade of the Licensed Software.

Service Period means the specific service period outlined in the relevant Work Order, commencing on the Start Date.

Post-development means the additional development of the Licensed Software delivered by the Supplier to the Customer under a Work Order or an Addendum. This includes the incorporation of requested adjustments, extensions, improvements, and other customizations by the Customer.

Update means a new release of a software element of the Licensed Software that corrects bugs, and/or minor modifications or revisions at the Supplier's initiative.

Upgrade means a new version of a software element of the Licensed Software that contains: (a) material functional enhancements, modifications or extensions to any then-current element; or (b) new modules or products that are additional to the modules and products offered by the preceding version.

1. Purpose

This Annex outlines the Supplier's maintenance services that may be offered to the Customer in relation to the Licensed Software and which will be further specified in the Work Order.

2. Maintenance Services Scope

2.1. The Supplier agrees to provide maintenance and support services ("Maintenance Services") in relation to the Licensed Software. The Maintenance Services include, but are not limited to, bug fixes, updates, upgrades and technical assistance necessary to ensure the proper functioning and usability of the Licensed Materials, as described in the following sections.



2.2. The Supplier shall provide Maintenance Services during the maintenance period specified in the Annex or any subsequent renewal periods agreed upon in writing by both parties in the Work Order.

3. Maintenance Services Level

3.1 The Supplier shall provide Maintenance Services in accordance with industry best practices and its internal policies and procedures.

3.2 The Supplier shall use commercially reasonable efforts to promptly respond to and address reported issues or problems related to the Licensed Software.

3.3 The Supplier shall assign qualified personnel to provide Maintenance Services, with the necessary technical skills and expertise.

4. Technical Support

- Unless otherwise specified in the Work Order, the Supplier's technical support [provided free of charge by the Supplier to the Customer at the Customer's reasonable request] includes the following services:
- Answering inquiries regarding the Licensed Software, its services, and features.
- Providing advice on best practices for integrating the Licensed Software (as available).
- Bug fixes.

The Supplier's technical support does not include:

- Post-development and integration of New Release, which may be subject to separate agreement and additional fees.
- Issues caused by the Customer's misuse, negligence, or unauthorized modifications of the Licensed Software;
- Hardware, network, or infrastructure-related issues not directly related to the Licensed Software;
- Third-party software, services, or integrations, unless explicitly included in the Agreement.



5. New Release and Post-development

- 5.1 Throughout the Service Period, the Supplier will promptly make all New Releases available to the Customer. In cases where applicable, there may be a charge associated with accessing New Releases.
- 5.2 Upon request, the Supplier will provide Post-development services in compliance with the provisions specified in the relevant Work Order or by signing a new Addendum specifying the fixed price for the desired modifications.
- 5.3 The Customer acknowledges that it is responsible for implementing New Release and Post-development, unless otherwise agreed in writing.

6. Support Business Hours

The Supplier business hours are 9am-5pm Eastern Time, Monday to Friday, not including local statutory holidays.

The Supplier will determine the severity level of each reported incident. The Supplier strives to respond to and resolve incidents as quickly as possible. Expected response times are detailed in the following chart. First-response time refers to the Supplier personnel receiving and acknowledging your incident and beginning mobilization and development of a resolution. In order to resolve issues, Customer resources must be made available and reasonable cooperation must be provided as required.

Severity	First-Response Time	Description
General guidance	1 business day	Customer has a general development question or wants to request a feature.
System impaired	1 business day	Non-critical functions of Customer's application are behaving abnormally. This does not extend to any hardware or network related issues.
Production system impaired	4 hours	Important functions of Customer's application are impaired or degraded. This does not extend to any hardware or network related issues.
Production system down	1 hour	Customer's business is significantly impacted. Important functions of Customer's application are not available. This does not extend to any hardware or network related issues.



7. Payment

The fee for the Maintenance Services will be mutually agreed upon and specified in the Work Order. In the absence of express agreements, all services will be provided on a time and materials basis, invoiced at the Supplier's standard rates.

The services provided will be invoiced on a monthly basis, unless otherwise agreed upon by both Parties.
