LICENSE TERMS AZUMUTA

Definitions

Platform:	The software as a service platform for the improving of operator productivity as described on the Platform information page.
Azumuta:	Azumuta BVBA/SPRL, with registered office at Schuttershof 24, 9051 Ghent, Belgium and company number 0667.713.356.
Client:	The entity registered on the Order that enters into an agreement with Azumuta with respect to the Platform under these License Terms.
User:	Any person making use of the Platform via the account of the Client.
Created Products:	All products created or generated by the Client on the Platform such as work instructions or other documents in any form (print, electronic, …).
Order:	The paper or electronic document detailing the identity of the Client and listing the licenses ordered and prices. It also contains the effective date.
License Terms:	These license terms governing the use of the Platform by the Client.
General Conditions:	The general terms and conditions of Azumuta as joined in Annex 1.
Annexes:	The annexes to these License Terms.
Related Services:	The services set forth in Article 6.

1. Applicability

The License Terms are applicable to all use by Client of the Platform and to the Related Services offered by Azumuta. The Client's terms and/or those of a third party do not apply. The General Conditions of Azumuta complete these License Terms. The Order and the License Terms with all Annexes form the agreement (the "Agreement") between Azumuta and the Client regarding the use of the Platform by the Client.

Azumuta may from time to time change the License Terms or its Annexes. The Client has thirty days to protest such changes, after which period the new terms are deemed to have been accepted by the Client. If the Client does not accept the new terms, Azumuta reserves the right not to extend or renew any licenses and/or Related Services.

2. License and payment

Upon payment of the applicable fees, Azumuta grants to the Client a non-transferable and non-exclusive license as set forth in the Order to use the Platform under the License Terms. According to this license, such use will be exclusively online, for the Client's sole and unique benefit and in accordance with the intended use of the Platform.

Client acknowledges that the Platform is constantly being improved by Azumuta. The Client will only have access to the latest released version of the Platform. Each new version or update of the Platform will replace as modified version the original or previous version thereof, and henceforth be subject to all rights and obligations as mentioned in the License Terms. The Client will be able to test beta versions beforehand and agree with Azumuta on when to apply these changes on the Client setup.

Acquired licenses shall have an initial term of one year from the effective date mentioned in the Order. Thereafter, the licenses will automatically renew for additional one-year terms. These terms collectively shall be the "Term" of the Agreement. Either Party may terminate the Agreement by registered letter to the other not less than 3 months prior to

the expiration of the then-current term. The Client accepts that the prices in the Order are set by Azumuta taking into account the minimum Term.

Azumuta invoices the license fees due for the next year upfront. Related Services are invoiced after delivery. Licenses that have started cannot be terminated or cancelled until the next license term. No payments will be refunded.

3. License prices and license adjustments

The applicable prices are set forth in the Order. All prices are exclusive of VAT and are subject to indexation as set forth in the General Conditions.

The prices are linked to the number of modules that are used and the number of Users.

The Client may at all times order additional capacity and licenses with Azumuta. These licenses will be invoiced pro rata the remainder of the then current term. From the next term on, the entire fee will be invoiced.

4. Test license

In case the Client orders a test license to evaluate the Platform, this temporary test license is subject to these License Terms, with the following additional limitations:

- The sole objective of the test license is to provide the Client with a better understanding of the operation of the Platform and may not be used in a working environment or as source of information.
- The test license is assigned on an "as is" and "as available" basis without any guarantee or warranty.
- This test license is granted for the limited term of two months. After this period the license terminates automatically and by law.

5. Set-up

The Platform is a self-service platform. The Client needs to set-up the service himself by correctly configuring the Platform and entering all his data. Azumuta does not provide training or assistance, unless specifically agreed upon in the Order.

6. Scope and limitation of the Related Services provided by Azumuta

Azumuta provides the Client with a modular software platform to assist the Client in factory improvement. The Related Services provided by Azumuta are strictly limited to all reasonable measures to ensure the working and availability of the Platform.

Azumuta does not screen the data, text or media content, processed through the Platform by the Client. The Client is free within the limited scope of its license rights to use and operate the Platform according to its intended purpose. As a result, the Client bears the sole and full responsibility for the content that he processes with the use of the Platform.

In case the Client is entitled to have API access, Azumuta provides its API "as is". Customizations or Client specific changes will be invoiced as Related Services.

7. Client's obligations and liability

Client accepts complete and unconditional responsibility for any and all operations performed under his accounts. Client is responsible for the confidentiality of his accounts, usernames and passwords, for the access to his computer system and for the acts and negligence of any party making use of an account of the Client. The Client will not allow access to the Platform to anyone that is not an employee or trusted contractor of the Client.

The Client may not grant access to the Platform to persons who are not registered Users in the Platform. Group-accounts or people sharing the same account are not permitted.

In case Client finds or suspects any misuse of his account information, Client will immediately change his passwords or contact Azumuta on support@azumuta.com to temporarily block his accounts.

The Client will only process data he has the right to process. The Client will comply with (i) all international, national, state and local labor and other laws and (ii) all internet regulations, policies and procedures.

The Client agrees to never use the Platform for illegal purposes or conduct that is otherwise objectionable. The Client may not process any content that (i) is unlawful, harassing, libelous, abusive, threatening, or harmful of any kind or nature or otherwise objectionable; (ii) he does not have the right to process under any law or under contractual or fiduciary relationships; (iii) infringes any rights of a third party, such as but not limited to patent, trademark, trade secret and copyright rights.

The Client will not use nor display any means, software or routines that might harm other parties or the good functioning of the Platform, or disproportionately burden the Platform.

The Client realizes and accepts that the Created Products are generated by the Platform, based on the input of the Client. The Platform does not check or verify the correctness of the Created Products. It is the responsibility of the Client to check the Created Products and other results/outputs from the Platform on completeness and correctness before using them for his business.

The Client accepts the full responsibility for his accounts and agrees to defend, indemnify and hold harmless Azumuta, its shareholders, directors, officers, employees, agents, distributors, attorneys, parent companies, subsidiaries and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, taxes, costs and expenses (incl. reasonable attorney fees and costs) arising out of or related to Client's breach of the License Terms or the Annexes.

8. Security and data protection

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of providing the service, Azumuta shall in relation to the Created Products implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. However, as the Platform service is delivered through the internet, Azumuta cannot guarantee that the Platform cannot be hacked, breached or compromised in any manner. In case Client finds or suspects any misuse or security breach, Client will immediately contact Azumuta on support@azumuta.com.

The Client is entitled to process personal data as defined in the General Data Protection Regulation 2016/679 (the "GDPR"), on the Platform, strictly in compliance with the GDPR and all other relevant legislation. Azumuta will act as a processor of the personal data under the terms of the personal data processing agreement in Annex 2.

9. Confidentiality

Azumuta acknowledges that all data that is processed through the Platform is confidential. Azumuta hereby undertakes to keep this confidential information secret, and in no circumstances and in no way to divulge it or to make it known to third parties. Azumuta shall only pass the confidential information to those of its employees and contractors that must have this information to provide the Platform and the related services.

The Client undertakes a similar confidentiality obligation with respect to the data that the Client receives from Azumuta.

10. Support

Azumuta will host the Platform and provide technical support to Client in a professional manner.

The support team of Client will provide first line support to the Users. In the event that the support team of Client is unable to answer a support request from a User because the issue is of a technical nature, the Client support team will escalate to Azumuta.

The direct support channels that are available to Client are defined in the Order. They depend on the license pack chosen by the Client. Azumuta will communicate the communication details of the support desk depending on the agreed channels. It not specified, Azumuta support is reachable at support@azumuta.com and +32 9 277 18 44.

The support desk will be available Monday through Friday 8:00h to 18:00h CET / CEST on all business days except Belgian legal holidays. Email will be answered in less than eight business hours. Phone and chat will be answered depending on the availability of staff. In case of unavailability, the support staff will contact the Client within eight business hours.

11. Service Level Agreement ("SLA")

Uptime Commitment

Azumuta uses its best efforts to ensure Client that Users will be able to access the Platform during at least the guaranteed uptime every calendar month. The Platform shall be available to the Client 99.5% of each calendar month ("Uptime").

Calculation of Downtime

Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month, i.e., (total monthly minutes – cumulative minutes of Downtime) / total monthly minutes. Measuring the monthly uptime is done by StatusCake (https://www.statuscake.com), a tool that can be trusted by both Parties to be correct.

Downtime that is scheduled because of maintenance needs and emergency downtime required to fix a severe vulnerability which requires immediate intervention will not count towards the total downtime for that calendar month.

Subject to any exclusions specifically provided for herein, the following shall be events that qualify as "Downtime": The Platform is not accessible to StatusCake's standard and customary monitoring tools over several successive polling attempts. The StatusCake reports shall be determinative of the existence of Downtime as well as the remedy thereof. Non-availability of the Platform for a duration of more than ten minutes – with a maximum occurrence of once a week – shall constitute Downtime.

In each case, in order to allow Azumuta a meaningful opportunity to record, test and remedy Downtime as expeditiously as possible, calculation of Downtime will not commence until the earlier of (i) the Client supplying Azumuta with written notification (email is acceptable) of Downtime and (ii) Azumuta becoming aware of Downtime by means other than such notification. The Client can report downtime through Azumuta's direct support channels detailed above.

When the Azumuta support staff receives knowledge of Downtime, it will take immediate action:

Severity Levels	Confirmation Time	Temporary Resolution Time	Final Resolution Time
Critical Incident	One (1) hour	Four (4) hours	Twenty-four (24) hours
Serious Incident	Two (2) hours	Eight (8) hours	Forty-eight (48) hours
Minor Incidents	One (1) Business Day	N/A	Next release

A Critical Incident occurs when the Platform, or any core functions therein, cannot be used or is seriously affected.
A Serious Incident in the Platform occurs when certain functions, or part thereof, are affected, disabled or otherwise not fully in compliance with the agreed specifications, but all the core functions of the Platform can be used.
Minor Incidents in the Platform are Incidents which have no significant effect on the functionality or usability of the Platform.

Azumuta cannot guarantee the Uptime in case (i) Client acts other than in accordance with the Agreement, including, without limitation, any negligence, willful misconduct or use of the Platform in breach of the Agreement, (ii) Client changes or alters the Platform or (iii) of force majeure.

12. Usage and Reporting - Audit

In order to verify if the Client uses the Platform within the authorized limits, Azumuta is entitled at all times to perform an audit on the Client's use of the Platform. Azumuta can perform such audit itself or through a third party.

The Client will provide within 24 hours after request all necessary and useful documents, documentation and files and will allow access to its buildings during working days and working hours upon notice of half a day.

Upon breach of the Agreement all costs related to the audit will be paid by the Client and will be reimbursed to Azumuta upon first request. Azumuta will be entitled to invoice all missed license revenue, with a 100% surcharge for administrative costs.

13. Intellectual property rights

Title to the Platform: All intellectual property and other rights on this Platform, such as but not limited to copyright, database rights, patents etc., are the exclusive property of Azumuta. No offer, quote, order, agreement or cooperation can give the Client any property right in or exclusive right on this Platform, even if specific parts of it or additions to it were developed specifically for the Client. Any Client license granted on the Platform must be described in writing. Client licenses are granted to the Client's specific entity that ordered the license (and not to its mother, daughter, sister or any other linked entities). No agreement with the Client will ever limit Azumuta in its right to extend the Platform. The Client is not allowed to grant any sub-license or other right with respect to the Platform.

Title to the Platform Content: the content of Azumuta on the Platform such as provided photos, texts, aids, materials, templates, examples, logo's and names (the "Platform Content") are the property of Azumuta and protected by copyright, database rights and trademarks. Client is only allowed to use the Platform Content as part of the Platform and the Created Products.

Title to Client data: All data that the Client enters into the Platform and all Created Products remain the property of the Client.

14. Limitation of liability of Azumuta

Azumuta will provide all reasonable efforts to ensure the proper functioning of the Platform. Azumuta represents that the Platform is developed in a professional manner and is consistent with generally accepted industry standards. Azumuta will continue to improve the Platform and warrants that the Platform at all times will comply with such standards. However, Azumuta does not warrant that the Platform is entirely free of small bugs and errors or that the Platform will function without interruptions.

Azumuta provides the Platform "as is". Azumuta does not warrant that the functions contained in the Platform will meet the Client's performance requirements or that the Platform will operate in accordance with the Client's expectations. The Client accepts responsibility for the selection of the Platform, its use and the results to be obtained there from.

Azumuta makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded.

Azumuta can only be held liable for gross negligence ("zware fout", "faute grave"). It cannot be held liable when a defect or malfunction of the Platform is attributable to a software or hardware defect that was not issued by Azumuta, or if the Client fails to report immediately any defect together with documentation and information relating to the occurrence of the defect.

The Client understands that the Platform is an online application. Azumuta cannot be held liable when a defect or malfunction of the Platform is attributable to network or communication issues, or to hacking, malware or other forms of misuse. The Client will ensure that it has back-up procedures such as printed work instructions for in case the Platform is unavailable.

Azumuta will not be liable to the Client or third parties for loss of profits, loss of productivity or business, loss of data, indirect, consequential or incidental damages, even if Azumuta has been advised of the possibility of such losses or

damages. For direct damages, if repair in species is not possible, the liability of Azumuta toward the Client shall never exceed an amount equal to the license fees paid by the Client over the last twelve months. The Client shall take all necessary measures that can reasonably be expected to limit its damage.

The Client shall indemnify Azumuta and hold it harmless against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys' fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against Azumuta or that Azumuta shall incur or suffer that arise out of, result from or relate to: (a) the non-fulfillment or breach of any obligation of the License Terms or Annexes; (b) any claim of any nature whatsoever brought by any third party who may suffer damages of any sort as a direct or indirect result of the Client's activities relating to or in connection with the Client's use of Platform.

15. Termination for cause

In case Azumuta notices an action by Client or lack of action by Client that might in Azumuta's reasonable opinion breach the License Terms or the Annexes, harm directly or indirectly a third party, might otherwise be objectionable or if a third party notifies Azumuta of a possible harm, Azumuta will contact the Client in order to remedy the breach or harm caused as soon as possible and in any event within two weeks.

In extreme cases or in case the Client fails to timely remedy his breach or the harm caused, Azumuta — at its sole discretion — may immediately and without notice, without intervention of the court ("de plein droit"), block or remove any content and/or terminate or suspend any Client license, without any repayment of license fees or other indemnification of Client and with complete indemnification of Azumuta.

In case Azumuta discontinues its services or blocks the Client's access to Platform on the basis of this provision, Client will not be entitled to any indemnification from Azumuta for the damages suffered as a result thereof. If the Client unsuccessfully contests Azumuta's decision in court, the Client will reimburse Azumuta's legal costs and expenses (incl. all attorney fees and costs).

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance if such delay or failure arises by any reason beyond its reasonable control, including the elements, earthquakes, floods, fires, epidemics, riots, failures, telecom disruptions, non-performance of sub-contractors or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors. Parties agree that issues with the Amazon platform are to be considered as force majeure.

17. General

If any of the provisions of these License Terms and Annexes are held to be or rendered void or unenforceable, the Client agrees that the same shall not result in the nullity or unenforceability of the remaining provisions, but that the Client and Azumuta will use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purpose for said void or unenforceable provision.

The mere fact that Azumuta does not insist upon or enforce strict compliance by the Client of any provision of the License Terms or Annexes shall not be construed as a waiver or relinquishment of Azumuta's rights pursuant to this condition, unless made in writing.

The rights and remedies afforded to Azumuta pursuant the License Terms and Annexes are in addition to and do not in any way limit any other rights or remedies afforded to Azumuta by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

18. Applicable law and venue

Any proceedings regarding the execution or interpretation of an agreement must be initiated by the Client within two years of the origination of the underlying cause. After the expiry of this period the complaint is deemed to be inadmissible.

The Agreement, these License Terms, as well as any non-contractual obligations arising out of or in connection with the collaboration between Azumuta and Client, shall be governed by and construed in accordance with Belgian law, to the exceptions of its provisions of conflict of laws.
The courts of Ghent (Belgium) have jurisdiction.

General Conditions Azumuta

Definitions

Azumuta:	Azumuta BVBA/SPRL, with registered office at Schuttershof 24, 9051 Ghent, Belgium and with company number 0667.713.356.
Services:	The services delivered by Azumuta.
Product:	The applications, software, schemas, concepts, documentation, guidelines, instructions, graphics or any other item delivered by Azumuta.

1. Applicability

These general conditions, hereafter 'General Conditions', apply to all offers and quotes made by Azumuta to its customers, hereafter 'Customers', and to all agreements between Azumuta and its Customers, except if otherwise agreed upon in writing. These General Conditions take precedence over all other conditions from the Customer or from a third party, even if Azumuta hasn't expressly protested such conditions.

All conditions other than these General Conditions, including all deviations from these General Conditions, even if they originate from a person representing Azumuta, must be confirmed by Azumuta in writing in order to bind Azumuta.

Azumuta reserves the right to change these General Conditions. Azumuta will give notice in writing to the Customer of any changes in these General Conditions, in a format chosen by Azumuta. Such notice will be given at least one month before the changes enter into force. If the Customer objects the changes in writing within 14 days, the old version of the General Conditions remains in effect. If the Customer does not or does not timely object the changes, the new General Conditions will take effect.

Technical information in the form of brochures, graphics, illustrations and related information are meant to give a general impression about Azumuta and are not binding.

2. Offers and orders

Unless otherwise stated in the offer itself, all offers are valid for 30 days.

Every quotation from Azumuta that is not part of a written offer, is only binding to Azumuta if accepted in writing by Azumuta.

Agents and representatives from Azumuta don't have the power to bind Azumuta. Orders taken by them need to be confirmed in writing by Azumuta.

3. Prices and payment

All prices from Azumuta are in Euro and are exclusive of VAT. Any rise in VAT or any other tax of any nature between the moment of the order and the execution of the tasks as described in the offer will be charged to the Customer.

Prices are linked to the general index of consumer prices that is monthly published in the Belgian Official Gazette. The index that serves as the basis for all calculations is the index of the month prior to the date of the offer of Azumuta. This index gives a realistic view of the real costs of Azumuta. Each year, on 1 January, the prices will be adapted automatically.

All invoices need to be paid at the registered office within 30 days after the date of the invoice. On all invoices that are not paid on the due date, an interest of EURIBOR + 2% is due and the amount of the invoices will be raised by 10 % as compensation for late payment. If an invoice is not paid on the due date, all other invoices to the same Customer become payable immediately.

In case the Customer protests an invoice, a written and motivated notice needs to be given by registered mail to Azumuta within 7 days after the invoice date. The Customer's payment obligation is not suspended by such protest.

4. Delivery and acceptance

Unless otherwise agreed upon in writing, Azumuta executes the Services by direct labour / on time and materials basis as set forth in art. 1787 et seq. Belgian Civil Code. Unless expressly otherwise agreed upon all delivery terms and project prices are indicative and not binding.

Delivery occurs by the performance of the Services and/or by making the Products available, and the report from Azumuta that the Services were performed and/or that the Products are ready for use. After receiving such report, it is the Customer's duty to check the correct delivery of the Services and/or Products and to test them carefully.

Unless otherwise agreed upon, the Customer has 7 calendar days, starting from the delivery date, to inform Azumuta of the partial or complete acceptance or refusal of the Services/Products. The Customer needs to motivate any partial or complete refusal by registered mail. The absence of any protest from the Client within the 7 aforementioned calendar days implies the acceptance of the Services/Products and the successful execution of the tests.

Hidden defects need to be reported by registered mail within 7 days of discovery. The Customer bears the risk if the Customer failed to perform the necessary test(s) after the delivery of the Services/Products.

5. Warranty and Liability

Although Azumuta will perform the Services and deliver the Products to the best of its ability, Azumuta does not warrant that these are completely free of faults and defects, or that they are suitable for a specific goal. The Customer has the responsibility to verify whether the Services and Products comply with all laws and regulations that apply to the activities of the Customer, such as but not limited to the laws and regulations regarding labour, ecommerce, privacy, financial services etc. The Customer will instruct Azumuta in this respect where necessary.

Azumuta is not liable for any damages that are not a direct and immediate result of a grave error or proven intent. Azumuta will never be liable for indirect damages or consequential damages, such as loss of income, claims by third parties, loss of data, etc. even if Azumuta was notified of the possibility of such damages.

Azumuta's liability for direct damages is limited to the restoration in kind by redelivering the Services or Products.

The Customer will hold harmless Azumuta against all costs, including attorney costs, compensations, damages, claims, expenses and procedures that result from claims made by third parties as a result of Customer's acts.

Azumuta's contractual and non-contractual liability is in any case limited to 50 % of the amounts invoiced to and effectively paid by the Customer for the Services and/or Products that are the cause of the liability.

6. Ownership

At all times Azumuta remains the owner of all intellectual and other property rights on all Products delivered and on all results of Services delivered, including the source code, unless explicitly agreed otherwise in writing.

For the delivery of the Services/Products, Azumuta may use its in-house developed software as a service platform for the improving of operator productivity as it has evolved at that point in time and continues to be developed thereafter (hereafter 'the Platform'). All intellectual property and other rights on this Platform, such as but not limited to copyright, database rights, patents ect.) are the exclusive property of Azumuta. No offer, quote, order, agreement or cooperation can give the Customer any property right in or exclusive right on this Platform, even if specific parts of it or additions to it were developed specifically for the Customer. Any Customer license granted on the Platform must be described in writing. Customer licenses are granted to the Customer's specific entity that ordered the license (and not to its mother, daughter, sister or any other linked entities). No agreement with the Customer will ever limit Azumuta in its right to extend the Platform, even with (parts of) the Product or results from the Services.

7. Retention of title

In case a transfer of (intellectual) property has been agreed upon in writing, all Products delivered and all results from Services as well as all accompanying intellectual property rights remain the property of Azumuta until all invoices are fully paid by the Customer. Azumuta is free to continue using any know-how gained during the execution of the Agreement.

8. Postponement, cancellation, annulment, termination

If and so long the Customer does not comply with any contractual obligations, Azumuta has the right to suspend the fulfillment of its obligations notwithstanding Azumuta' other rights towards the Customer.

Azumuta has the right to terminate its agreements with the Customer by registered mail, without freeing the Customer of its obligation to pay any amounts due and notwithstanding its right to compensation in case of following situations: (a) if the Customer, after written notice, fails to comply within 30 days with its obligations (such as paying invoices); (b) if the Customer becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, composition, liquidation, suspension of payment or comparable proceeding or if any such proceeding is instituted against Customer.

In case of cancellation or breach of an agreement or order by the Customer or by Azumuta due to a shortcoming of the Customer, the Customer is by law and without intervention of a court obliged to pay Azumuta a fixed compensation of 30 % of the full amount for the order, notwithstanding the right of Azumuta to prove higher damages.

9. Transfer – Subcontracting

The Customer is not allowed to transfer its rights and obligations partially or as a whole to third parties unless otherwise and explicitly agreed upon in writing by Azumuta.

Azumuta reserves the right to have third parties execute the delivery of the Services or Products in whole or in part.

10. Non-solicitation

From the start of the cooperation until 24 months after the termination, the Customer agrees not to hire any staff from Azumuta directly or indirectly as an employee or on any other basis, nor will the Customer attempt to do so. In the context of this article, the term 'staff' means all personnel or other persons, such as 'freelancers' and subcontractors.

Should the Customer act in breach of this article, the Customer will pay the damages suffered by Azumuta. The compensation will amount to 50.000€. The Customer acknowledges that this is a fair estimate of the cost for hiring and training such person.

11. Applicable law – Competence

Any proceedings regarding the execution or interpretation of an agreement must be initiated by the Customer within 2 years of the origination of the underlying cause. After the expiry of this period the complaint is deemed to be inadmissible.

These General Conditions, as well as any non-contractual obligations arising out of or in connection with the collaboration between Azumuta and Client, shall be governed by and construed in accordance with Belgian law, to the exceptions of its provisions of conflict of laws.

The courts of Ghent (Belgium) have jurisdiction.

12. In case of stopped activities – Transfer of knowledge, software and tools

If Azumuta would stop with its activities (e.g. due to bankruptcy or liquidation) Azumuta will provide at no cost all knowledge, software, license, codes, keys and applicable data, so the Client can continue to use, adapt and maintain the application software.

Data Processor Agreement

This Data Processing Agreement ("**Agreement**") forms part of the Contract for Services ("**Principal Agreement**") between Client (the "**Company**") and Azumuta (the "Data Processor") (together as the "**Parties**")

WHEREAS

(A) The Company acts as a Data Controller.
(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.
(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;
1.1.2 "Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;
1.1.3 "Contracted Processor" means a Subprocessor;
1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
1.1.5 "EEA" means the European Economic Area;
1.1.6 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;
1.1.8 "Data Transfer" means:
1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or
1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
1.1.9 "Services" means the services the Company provides.
1.1.10 "Sub processor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
2.1.2 not Process Company Personal Data other than on the relevant Company's documented instructions.

2.2 The Company instructs Processor to process Company Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Sub processing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Sub processor unless required or authorized by the Company.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

7.1 Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection

Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

12.1.1 disclosure is required by law;

12.1.2 the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out in the contract.