GENERAL TERMS AND CONDITIONS – NIMBUS APPLICATION

DEFINITIONS

1. For the purposes of these General Terms and Conditions, the following terms are defined as stated:

   "Client" means the client requesting SaaS from TAG.

   "*Defect*" means a substantial failure to meet the SaaS Specifications.

   "General Terms and Conditions" means these general terms and conditions applicable to the use of the Client of the SaaS provided by TAG.

   "*SaaS Specifications*" means inter alia the description of the functionality, the server capacity, SaaS availability, the system requirements, etc.

   "*Software*" means the internal web application built by TAG, called "Nimbus".

   "*Software as a Service*" or "SaaS" means the Software that is offered by TAG as an online service.

   "TAG" means the owner of the Software and the provider of the SaaS, being Tactical Advisory Group Management Services NV, a public limited liability company under Belgian law, with registered offices at Grauwmeer 1, 3001 Leuven, registered in the Crossroads Database of Enterprises under number 0737.551.079.

SCOPE OF APPLICATION

2. The provisions of these General Terms and Conditions are applicable in cases where TAG provides SaaS to the Client.

SERVICE PROVISION

3. After agreeing with these General Terms and Conditions, TAG grants the Client a non-assignable, non-exclusive right to use SaaS for the term of the SaaS. The Client will only use SaaS itself and exclusively deploy it for the benefit of its own internal use.

4. The functionality offered by SaaS and the attendant technical requirements for the use of SaaS are set down in the SaaS Specifications contained in the quotation, if applicable.

5. The Client acknowledges that SaaS may be continuously improved and adapted by TAG. The Client only has access to the last issued version of SaaS. Each new or updated version of SaaS replaces its original or previous version and is therefore subject to all rights and obligations set out in these General Terms and Conditions. TAG is not obliged to maintain, alter or add characteristics or functionalities stipulated by the Client.

6. If TAG provides services based on data to be provided by the Client, the Client must provide the data in conformity with the SaaS Specifications. TAG is not responsible for verifying the accuracy and completeness of the data and utilization of the data by the Client. The Client must itself regularly check the accuracy and completeness of the data.

CONDITIONS OF USE

7. The Client is responsible for using SaaS in conformity with the SaaS Specifications. In the case of non-compliant use, TAG reserves the right to suspend the SaaS immediately following a written notice of default and to immediately remove the data that exceeds the SaaS Specifications. In such cases, the Client acknowledges that it bears responsibility for each loss of data as a consequences of this.

8. The Client is prohibited from using SaaS for illicit purposes or purposes contrary to good standards of decency or in a manner that is illegal for TAG or third parties or poses a threat or causes harm to them.

9. The Client undertakes not to engage in or present any resources, software or dealings that could harm TAG, third parties or accessibility to or the security or proper operation of SaaS or that disproportionately burden the Software.

10. The Client bears responsibility for each use and misuse of the login details giving access to SaaS. If the Client suspects that the confidentiality of these details has been breached or that there has been misuse of the login details, the Client must notify this immediately in writing to TAG. TAG will then deactivate the relevant login details as quickly as possible.

11. The Client will hold TAG harmless against any loss, costs, liabilities, claims and legal demands that result from, are the consequence of or relate to (i) failure by the Client to fulfil, or breach by it of any obligation or condition of use whatsoever set down in these General Terms and Conditions and (ii) claims of any nature whatsoever by a third party that sustains any loss whatsoever that is the direct or indirect consequence of the Client's activities with regard to or in connection with the use of SaaS by the Client.

WARRANTY

12. TAG does not warrant that SaaS is entirely free from bugs and errors. TAG supplies SaaS "as is", in accordance with the SaaS Specifications and these General Terms and Conditions.

LIABILITY

13. The Client is responsible and liable towards TAG for the management of candidates and compliance with GDPR regulations with regard to all data provided by the Client in light of the SaaS. In this regard, TAG cannot be held liable.

14. TAG will in no event be liable if a Defect or disruption in SaaS is attributable to (i) network or communications problems between the Client and TAG, or (ii) a disruption or defect in software or hardware that has not come from TAG or (iii) the fact that changes or alterations have been made to SaaS without TAG's written consent, or (iv) if the Client fails to immediately report a Defect to TAG together with documentation and information (as far as possible) relating to the circumstances of the Defect, or (v) services provided by websites of third parties that can be reached from SaaS or any other interaction with functionalities of third parties, or (vi) injudicious use of SaaS by the Client.

PRICE

15. The Client shall pay the price as agreed in the quotation for SaaS. Prices may be revised annually, taking into account the evolution of the Agoria Digital index (specifically, the national average of the reference wage cost in €/h - for companies in the digital sector of more than 10 employees) over the past 12 months according to the formula: $Pn = 0,2P0 + 0,8 ((P0 \times In) / I0)$, Whereby: Pn = the revised price; $P0$ = the initial price as agreed; In = the Agoria Digital-index of the month preceding the yearly revision; $I0$ = the Agoria Digital-index of the month preceding the start of the SaaS.

16. Invoicing will take place upfront at the beginning of every month and shall have to be paid by the Client within eight (8) days as from the invoice date, unless otherwise mentioned on the relevant invoice. In case of late payment, TAG will be entitled to block the Client from the SaaS platform if the Client has still not paid the

outstanding amounts after having sent two (2) payment reminders to the Client.

17. A minimum level of support services with regard to the setup of the SaaS are included in the price during office hours and as far as these are standard and are reasonably linked to SaaS. Every other support service (e.g. trainings, adjustments to the Software on demand of the Client, etc.), shall be invoiced by TAG at a rate of 125,00 EUR per hour (VAT excluded).

COMMENCEMENT AND TERM

18. The SaaS commences as of the date on which TAG sends the Client the login details, regardless of the time at which the Client starts to make use of SaaS.

TERMINATION OF THE SERVICE

20. Each Party is entitled to terminate the Service by registered letter sent to the other Party, with due consideration of a three months' notice period.

INTELLECTUAL PROPERTY RIGHTS

21. All intellectual property rights over SaaS (including Software), the SaaS platform, the underlying programming as well as any derivatives, adjustments, improvements, updates or versions provided by TAG, as well as all intellectual property rights over accompanying material, such as images, logos, drawings, texts, documentation and know-how, and all adaptations thereof or any changes thereto, belong exclusively to TAG, with the exclusion of all data provided by the Client, which shall remain at all times Client's exclusive property. Apart from the right to use SaaS according to the provisions of these Special Terms and Conditions, no right whatsoever is granted over it to the Client.

22. Intellectual property rights coming into being during SaaS, including rights to specific developments by TAG in the context of implementing or adjusting SaaS for the Client, are the property of TAG. The Client acquires a non-exclusive and non-assignable license over them so far as is necessary for using SaaS.

DATA PROTECTION

23. The Client is solely responsible from complying with all relevant GDPR regulations. Data protection is the exclusive responsibility of the Client and the Client shall hold TAG fully harmless in this respect. TAG will during the Term of the SaaS and 6 months thereafter, not remove any data provided by the Client in light of the SaaS, on its own initiative. The Client shall be solely responsible for the correct and timely removal of any data provided by the Client.

MISCELLANEOUS

24. If one or more provisions of the present General Terms and Conditions are found to be contrary to applicable law or null and void for any other reason, the remaining provisions shall continue to apply in full force and effect, and the clause in question shall not be void but shall be applied within the confines of what is legally permissible.

25. Without TAG's prior written consent, the Client shall not be allowed to transfer the rights and obligations it has vis-à-vis TAG to third parties.

26. TAG reserves the right to outsource all or part of the fulfilment of the order to sub-contractors.

27. TAG shall be free to use the quotation/agreement as a reference for its commercial activities, without Client's prior written consent.

28. The non-exercise by TAG of any of its rights shall on no account be construed as a waiver of said rights.

29. Any issue with regard to the SaaS can be notified by the Client to TAG by using support@tag-team.be. TAG shall provide its best efforts to respond to the Client within 2 (two) working days.

30. Any disputes between TAG and the Client shall be solely governed by Belgian law, excluding its conflicts of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly ruled out.

31. All disputes of any kind, with the inclusion of those relating to the application and interpretation of the present General Terms and Conditions, or any other binding documents agreed between TAG and the Client, shall be exclusively heard by the competent courts of Leuven.