



## OLYSLAGER GENERAL TERMS AND CONDITIONS USA (VERSION 3.2)

These are the general terms and conditions applying to the services of Olyslager North America, Inc (hereinafter: 'Olyslager') We are located at 1807 S. Washington Street, Suite 110, Naperville, IL 60565.

### 1. DEFINITIONS

In these terms the expressions with the initial capital letters listed below shall have the following meanings:

"Commencement Date"

The date specified on the Olyslager Purchase Specification;

"Contract"

The agreement between Subscriber and Olyslager regarding the performance of work, subscriptions, licenses, and/ or rendering of services by Olyslager, which includes these Terms and may include Special Conditions.

"Electronic Media"

Computer readable information carriers for use on a computer or the internet.

"Intellectual Property Rights"

All (intellectual) ownership, right, title and interest of any kind whatsoever in and to the Olyslager Products including but not limited to (i) patents, registered trademarks, registered designs, applications and rights to apply for any of those rights; (ii) unregistered trademarks, copyrights (including, where applicable, applications and rights to apply for registration of copyright), including rights in computer software, typography rights, database rights, moral rights, know-how rights in designs and inventions; (iii) trade, business and company names, Internet domain names and e-mail addresses; (iv) the goodwill attaching to any of the aforementioned rights; and (v) any forms of protection of a similar nature and having equivalent or similar effect.

"Manuals"

Information supplied by Olyslager concerning the use and/or maintenance of the Olyslager Products provided to Subscriber.

"Modifications"

Modifications made to Olyslager Products, as may be specified on an Olyslager Purchase Specification or Product Sheet.

"Olyslager Products"

The whole or any part of the data or software products, the API or services specified on an Olyslager Purchase Specification (including any instalment of Olyslager Products or any part of them) developed or assembled by or on behalf of Olyslager incorporating Olyslager proprietary arrangement, data, including any Update and any computer software enabling access to and/or Use of the products or services however supplied (whether in hard copy, or Electronic Media or via a remote communication link such as the internet).

"Olyslager Purchase Specification"

The document specifying the Olyslager Products supplied under the Contract, as signed by Subscriber and Olyslager.

"Order"

The Subscriber's request to Olyslager to supply Olyslager Products and Services.

"Parties"

Olyslager and Subscriber.

"Permitted Use"

The purpose set forth on an Olyslager Purchase Specification, for which the Subscriber may use the licenses granted in clauses 3.2 and 3.3.

“Product Sheet”

The document that describes the modules of the Olyslager Products licensed to Subscriber and/or describes in detail the Olyslager Products licensed to the Subscriber.

“Services”

Those services that may be provided by Olyslager in connection with installation and support of any of Olyslager Products which are listed in the Olyslager Purchase Specification, and which shall be provided in the manner set out in clauses 12 and 13.

“Special Conditions”

Terms and conditions in addition to the Terms, set forth on an Olyslager Purchase Specification and signed by both Parties.

“Subscriber”

The legal or natural person with whom Olyslager entered into a Contract. Details of the Subscriber are set forth on the relevant Olyslager Purchase Specification.

“Subscriber’s Intellectual Property Rights”

All (intellectual) ownership, rights, title and interest of any kind owned by Subscriber on the Commencement Date.

“Subscriber’s Modifications”

Modifications made to the Subscriber’s Intellectual Property Rights and/or the Subscriber’s Trademarks.

“Subscriber’s Trademarks”

The Subscriber’s trademarks belonging to the Subscriber on the Commencement Date.

“Subscription Fee”

The amount payable by the Subscriber for its subscription to Olyslager Products and its purchase of the goods and Services as specified on an Olyslager Purchase Specification and as subsequently varied in accordance with the Terms.

“Term of Contract”

The term specified in clause 17.1.

“Terms”

These Olyslager General Terms and Conditions and, if applicable any Special Conditions.

“Territory”

The geographical area specified in the relevant Olyslager Purchase Specification, within which area Subscriber may exercise rights granted in the Contract.

“Trademark”

The Olyslager trademark that appears on or within the Olyslager Products delivered by Olyslager.

“Update(s)”

Any updated, improved or modified version of Olyslager Products from time to time issued by Olyslager whether in printed form or on Electronic Media.

“Use”

The copying or transmission of Olyslager Products into the computer equipment for the purpose of accessing, operating or running Olyslager Products only within the Subscriber’s organization and making the Olyslager Products accessible to Users;

“Users”

Individual or groups of legal persons specified in the relevant Olyslager Purchase Specification, having access to Olyslager Products; the number of which may not exceed the number of Users specified on the relevant Olyslager Purchase Specification.

## 2. TERMS OF THE CONTRACT

2.1 These Terms shall apply to all offers of Olyslager and to all Contracts and Services, and to any other agreements with Olyslager. No other terms and conditions than these Terms shall be binding upon Olyslager, unless accepted by it in writing. Olyslager expressly rejects any general terms and conditions used by Subscribers, User or other parties. If there is a conflict between these Terms and the Olyslager Product Specification, the provisions of the Olyslager Product Specification shall prevail.

2.2 All offers made by Olyslager are valid until the date stated in the offer. If no date is stated, the proposal shall be valid until 30 days after the date on which the offer was sent. If Olyslager receives acceptance of the offer after the offer has expired, no Contract will be formed, unless Olyslager explicitly provides in writing that it accepts the late acceptance. The Contract shall be formed at the time when the offer is accepted within the term stated above, or the acceptance after this term is confirmed by Olyslager and/or Olyslager commences the activities for Subscriber.

2.3 If Subscriber does not explicitly state that it agrees to the offer, but nevertheless agrees to Olyslager carrying out activities or delivering Olyslager Products that fall within the scope of the description of the offer or the proposal, or gives that impression, the offer or the proposal is deemed to have been accepted and the Contract shall also be formed. The same applies if Subscriber requests to carry out certain activities or to deliver Olyslager Products without waiting for an offer.

2.4 Subscriber guarantees that the data and texts provided to Olyslager are correct and complete.

2.5 The application of Sections 227b (1) and 227c of Book 6 of the Dutch Civil Code is excluded.

2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, Subscription Fee list, acceptance of offer, invoice or other document or information issued by Olyslager shall be subject to correction without any liability on the part of Olyslager.

## 3. LICENSES AND FORMATION OF CONTRACT

3.1 Olyslager may perform credit checks and Subscriber, User, and any other party with whom Olyslager deals with in the course of its business, hereby consent to such checks. Olyslager shall not disclose any information obtained by the credit check to any other party except to the extent that Olyslager are required or permitted to do so by law.

3.2 Upon receipt of the Subscription Fee, and subject to Article 16, Olyslager hereby grants Subscriber a non-exclusive, non-transferable license to install and Use the Olyslager Products and Manuals (if supplied) within the Territory for the Permitted Use specified in the relevant Olyslager Purchase Specification for the duration of the Contract and to be used by no more than the maximal number of Users as specified in the Olyslager Purchase Specification.

3.3 Upon receipt of the Subscription Fee, and subject to Article 16, Olyslager hereby grants Subscriber a non-exclusive, non-transferable license to display the Trademarks on or within the Olyslager Products, within the Territory, for the sole purpose of indicating that the information contained in the Olyslager Products belong to and is provided by Olyslager.

3.4 Upon the commencement of the Contract and subject to Article 16, the Subscriber hereby grants Olyslager a non-exclusive, non-transferable, perpetual (irrevocable) and unlimited license to use the Subscriber's Intellectual Property Rights and the Subscriber's Trademarks within the Territory for the sole purposes of the performance of the Contract and the Services.

## 4. SUBSCRIPTION FEES AND PAYMENT

4.1 In consideration of the supply of Olyslager Products and Services, and licenses granted, the Subscriber shall pay the Subscription Fee to Olyslager.

4.2 The Subscription Fee is payable annually in advance or as otherwise agreed in writing between the Subscriber and Olyslager. Changes in the Subscription Fee will be notified by Olyslager in writing, at least 90 days before the anniversary of the

Commencement Date. The Subscription Fee may only be changed on each anniversary of the Commencement Date. If the Subscriber does not accept the amended Subscription Fee, Subscriber shall have the right to terminate the Contract, effective upon the anniversary of the Commencement Date. At the request of Subscriber, Olyslager may allow the Subscription Fee to be paid in monthly installments. If the Subscriber fails to pay any such installment the total balance of the Subscription Fee for the current year shall immediately become due and payable and the Subscriber shall forthwith, at Olyslager's first request, pay the full amount of the balance of the outstanding Subscription Fee. Olyslager is entitled to suspend performance under the Contract or any other agreement concluded between the parties, until all sums due are fully paid up.

4.3 Good faith objections to an invoice issued by Olyslager must be made in writing within 14 days of the invoice date. Subscriber shall be deemed to have accepted an invoice, unless a timely issued written objection has been received by Olyslager.

4.4 All prices and fees are exclusive of, and Subscriber shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Olyslager or Subscriber by any taxing authority (other than taxes imposed on Olyslager's income), related to Subscriber's order, unless Subscriber has provided Olyslager with an appropriate resale or exemption certificate for the delivery location, which is the location where the Olyslager Products and Services are used by Subscriber and Users. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent cost increase for Olyslager in connection to the delivery of the Services and/or Olyslager Products, Olyslager is entitled to increase its prices accordingly and retro-actively.

4.5 Olyslager shall not be obligated to deliver Olyslager Products or perform the Services, until full payment has been received.

4.6 Olyslager reserves the right to charge the Subscriber interest, administration and bank charges in respect of late payment, bounced checks, and any other non-payment of any part of the Subscription Fee due under any Contract (as well as after and before judgment) at the rate of 1.5% per month from the due date of any late payment until payment in full, or the maximum amount allowed by law, if lower.

4.7 Notwithstanding the above, all costs associated with the collection of outstanding amounts – both judicial and extrajudicial (including lawyer, enforcement agent and collection agency fees) – shall be borne by Subscriber.

4.8 Quality issues regarding Olyslager Products, the Services or any other deliveries by Olyslager, must be reported in detail to Olyslager in writing, within 10 business days following delivery by Olyslager. If, in the opinion of Olyslager, the quality issue relates to the quality of products and/or services that it has in turn received from its own supplier, Olyslager is entitled not to proceed with the issue as it is itself dependent on these products and/or services. If no report has been received within this 10-business day's period, Subscriber shall be deemed to have accepted the Olyslager Products, Services and other deliveries by Olyslager, and Subscriber may not withhold any payment due to Olyslager.

## **5. DELIVERY AND UPDATES**

5.1 Lead, delivery and/or development and/or implementation times and dates are merely estimates, and Olyslager cannot be held liable for any damages as a result of delay in delivery of or installation or development related to the Olyslager Products, Services, and other deliverables. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Client shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

5.2 Olyslager may provide Updates at its sole discretion, except if otherwise has been agreed upon in writing in the Contract. Updates to the information that Olyslager obtains from third parties are made only with predetermined updates. Olyslager will not be responsible for any discrepancy between the latest available information from the third parties and the updates they provide. Where any Olyslager Product is supplied via a remote communication link such as the Internet the Subscriber agrees that Olyslager shall not be liable for any delay or failure to supply or any corruption of information caused by the communication link.

5.3 Olyslager shall be free to change the format of the data portion of Olyslager Products at any time during the Term, at its sole discretion. Moreover, if the Subscriber does not provide the information that is required for an update and Olyslager has sent

three reminders that the needed information must be provided, Olyslager will perform the update. Olyslager can not be held liable for any damages relating to such update.

## **6. RISK**

6.1 Risk of damage to or loss to Olyslager Products shall pass to the Subscriber at the time of delivery to the Subscriber.

6.2 If Olyslager believes that Subscriber's financial position and/or payment performance justifies such action, Olyslager has the right to demand that Subscriber immediately furnish security in a form to be determined by Olyslager and/or make an advance payment. If Subscriber fails to furnish the desired security, Olyslager has the right without prejudice to its other rights, to immediately suspend the further performance under the Contract, and that which Subscriber owes to Olyslager for whatever reason will become immediately due and payable.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Except for the licenses granted to the Subscriber pursuant to clauses 3.2 and 3.3 all Intellectual Property Rights in Olyslager Products, Trademarks, Modifications and any other items supplied pursuant to the Contract shall remain the property of Olyslager or any third party (as the case may be).

7.2 Except for the licenses granted to Olyslager pursuant to clause 3.4 all Subscriber's Intellectual Property Rights, Subscriber's Trademarks and Subscriber's Modifications and any other items supplied by the Subscriber pursuant to this Contract shall remain the property of the Subscriber.

7.3 Subscriber is not authorized to make modifications to any Olyslager Product made available in connection with the Services and is not entitled to a copy of any source files thereof, except in cases in which that is permitted by mandatory law, the Parties have agreed otherwise or Olyslager has given permission in writing to Subscriber. To be more specific, Subscriber is not allowed to copy, buffer or web-scrape any Olyslager Product, including the license plate data or any recommendations.

7.4 Olyslager can take technical and other measures to protect the Olyslager Products. Where Olyslager has implemented such security measures, Subscriber may not remove or circumvent, or arrange for the removal or circumvention of, that security.

7.5 Subscriber is not permitted to remove from the Services or modify any designation of Intellectual Property Rights, insofar as this is not intended by Olyslager with a view to the white label forwarding of the Service and Subscriber has Olyslager's permission in writing for this. It is also not permitted to remove from the Services any designation concerning their confidential nature.

7.6 Olyslager is permitted to use the (company) name, the logo and a general description of Subscriber for its own promotional purposes and/or publicity.

## **8. TREATMENT OF CONFIDENTIAL INFORMATION**

8.1 If the Permitted Use specified on an Olyslager Purchase Specification is "external", the provisions of Article 9 shall apply with regards to the treatment of confidential information disclosed in connection with such Olyslager Purchase Specification.

8.2 If the Permitted Use specified on an Olyslager Purchase Specification is "internal", the provisions of Article 10 shall apply with regards to the treatment of confidential information disclosed in connection with such Olyslager Purchase Specification.

8.3 If the Permitted Use is not specified on an Olyslager Purchase Specification, the provisions of Article 10 shall apply with regards to confidential information disclosed in connection with such Olyslager Purchase Specification.

## **9. CONFIDENTIALITY, EXTERNAL USE**

9.1 If the Permitted Use specified on an Olyslager Purchase Specification is "external", this Article 9 shall apply with regards to the treatment of confidential information:

9.2 The Subscriber and Olyslager undertake to treat as confidential and to keep secret all the terms of the Contract and any confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as confidential information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Such confidential information shall only be used for the purpose of exercising rights or discharging obligations under the Contract.

9.3 Each Party agrees that it will safeguard the confidentiality of the confidential information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own confidential information.

9.4 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms.

9.5 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all confidential information received from the disclosing Party or destroy such confidential information, if the disclosing Party so requests.

9.6 Clauses 9.2 and 9.3 do not apply to confidential information which:

- a. is in or comes into the public domain other than by breach of the Contract or of any obligation of confidence owed by the receiving Party;
- b. was lawfully in the receiving Party's possession prior to receiving it from the other Party;
- c. is required to be disclosed by law or order of a court of competent jurisdiction; or
- d. is lawfully made available to the receiving Party by a third party that is not subject to an obligation to observe confidentiality.

## **10. CONFIDENTIALITY, INTERNAL USE**

10.1 If the Permitted Use specified on an Olyslager Purchase Specification is internal, or if the Use is not specified in the Olyslager Purchase Specification, this Article 10 shall apply with regards to the treatment of confidential information:

10.2 The Subscriber shall keep Olyslager Products confidential and limit access to Olyslager Products to those of its employees, agents and sub-contractors who have a need to know. Under no circumstances shall information contained in Olyslager Products be made available to any member of the general public or any other third party. The receiving Party shall not sell, copy and/or distribute in any way confidential information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion;

10.3 The Subscriber shall notify Olyslager immediately if it becomes aware of any unauthorized use or access to the whole or any part of Olyslager Products by any third party;

10.4 The Subscriber shall at the request and at the expense of Olyslager take all such steps as Olyslager deems necessary to protect the confidential information or Intellectual Property Rights of Olyslager in Olyslager Products;

10.5 The Subscriber shall inform all relevant employees, agents and sub-contractors that Olyslager Products constitute confidential information of Olyslager and that all Intellectual Property Rights therein are the property of Olyslager or licensed to Olyslager and the Subscriber shall take all such steps as will be necessary as to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 10.

## **11. RESTRICTIONS AND AUDIT**

11.1 Except as expressly permitted in the Contract, the Subscriber shall not copy any part or all of Olyslager Products or extract or re-utilize any of the contents of Olyslager Products.

11.2 The Subscriber shall not and shall not permit others to assign rights to, transfer, lease, rent, charge or otherwise deal with Olyslager Products or use Olyslager Products on behalf of any third party or make Olyslager Products available to any third party or use Olyslager Products to provide information services.

11.3 Upon Olyslager's first request, the Subscriber shall promptly furnish Olyslager with written certification signed by an authorized officer that the Olyslager Products are being used in accordance with the Contract. Additionally, during the Term of Contract and for two years thereafter, Olyslager shall have the right to audit Subscriber's facilities and processes at any time to determine compliance with the terms of the Contract, upon 5 days written notice. The audit shall be at Olyslager's own costs and expense, unless the audit reveals material non-compliance by Subscriber, or any of its employees, representatives, sub-contractors and/or Users, in which case Subscriber will pay the costs of the audit upon first written request of Olyslager.

## **12. TRAINING**

12.1 Olyslager agrees to provide Olyslager Products training up to the number of hours or days stated in the Olyslager Purchase Specification. Upon request and mutual written consent, Olyslager will provide additional training for the staff of the Subscriber in accordance with Olyslager standard rates in force from time to time.

## **13. SUPPORT SERVICES**

13.1 If software is supplied as part of the Olyslager Products, then subject to compliance by the Subscriber of all obligations under the Contract, including the obligations set forth in clauses 13.2 through 13.6 below, and subject to full payment of the support fees specified on the Purchase Specification Olyslager shall throughout the term of the Contract:

- a. use reasonable efforts to correct defects in Olyslager Products that materially affect the agreed upon functionality, provided that such defects are notified to Olyslager in detail and in writing by the Subscriber, which efforts do not include recovery or reconstruction of the Subscriber's own computer records corrupted or lost as a result of such errors;
- b. deliver Updates to the Subscriber from time to time, at Olyslager's sole discretion;
- c. provide the Subscriber with documentation Olyslager reasonably deems necessary for the Use of any Update;
- d. provide the Subscriber with telephone help line assistance during normal working hours (CST), Monday through Friday, except public holidays;
- e. provide remote operation and/or maintenance of Olyslager Products, where applicable;

13.2 The Subscriber will only use the most current version of Olyslager Products made available to it from time to time by Olyslager;

13.3 The Subscriber guarantees that Olyslager Products are used on equipment which complies with the minimum requirements of the product specification referred to in the documentation accompanying the Electronic Media and/ or Olyslager Products in a proper manner by competent trained employees only, or by persons under their supervision;

13.4 The Subscriber shall notify each software error to Olyslager as it arises and shall supply Olyslager with documented details and example of such error;

13.5 The Subscriber shall co-operate fully with Olyslager in diagnosing any software error, within five (5) business days of Olyslager's request;

13.6 The Subscriber shall not request, permit or authorize anyone other than Olyslager or its designated representatives to provide any support services of Olyslager Products.

13.7 The Services do not include:

- a. support or maintenance of software not supplied by Olyslager as part of the Olyslager Products;
- b. diagnosis and/or rectification of any error resulting from (i) improper Use or operation of Olyslager Products; (ii) Use of the Olyslager Products on equipment not meeting the minimum specifications referred to in clause 13.3; (iii) the failure by the Subscriber to implement recommendations in respect of or solutions to errors previously advised by Olyslager; (iv) any repair, adjustment, alteration or modification of Olyslager Products by any person other than Olyslager, without Olyslager prior consent; (v) the Subscriber's failure to install and use the most recent version of the software; (vi) loss or damage caused directly or indirectly by operator errors or omissions; or (vii) failure to follow Olyslager's recommendations as to training. Any service which is provided by Olyslager as a result of any of the foregoing shall be charged extra at Olyslager standard rates from time to time in force and shall be paid for by Subscriber at first request by Olyslager.

#### **14. WARRANTIES AND INDEMNITIES**

14.1 Subject to the limitations on its liability in clause 15 and Subscriber's compliance with the terms of this clause 14, Olyslager agrees to indemnify and hold the Subscriber harmless from and against damages suffered by Subscriber as a result of a final court judgment that the Use of Olyslager Products infringes upon a third party's Intellectual Property Rights, provided that:

- a. the infringement is not based on, nor arose out of: (i) any combination of Olyslager Products with software or hardware not provided by Olyslager; (ii) any marking or branding not applied by Olyslager; (iii) any modification of the Olyslager Products, or any part thereof, unless expressly authorized in writing by Olyslager; (iv) use of the Olyslager Products other than as permitted herein and/or the accompanying documentation; or (v) any infringement arising from Use of Olyslager Product by Subscriber after Olyslager has requested that Subscriber cease using such Olyslager Product;
- b. the Subscriber gives notice to Olyslager of any such claim forthwith upon becoming aware of the same;
- c. the Subscriber provides Olyslager immediately with all information and documentation in its possession and/or under its control related to the infringement claim; and
- d. the Subscriber gives Olyslager control of the defense to any such claim and gives to Olyslager such assistance as it shall reasonably require (at the expense of Olyslager) in respect of the conduct of the said defense.

14.2 If the Use of Olyslager Products would cause an infringement upon third party Intellectual Property Rights, Olyslager may, at its expense and at its discretion, either procure for the Subscriber the right to continue exercising the rights granted hereunder with respect to Olyslager Products or replace or modify Olyslager Products to make the Subscriber's exercise of its rights under this Contract non-infringing.

14.3 Olyslager warrants that Olyslager Products have been compiled using reasonable skill and care in accordance with good industry practice. The Subscriber acknowledges and agrees that in estimating present and in forecasting future values, or in providing any other information, Olyslager will use reasonable skill and care but Olyslager does not warrant the accuracy of any particular value, considering also that Olyslager is dependent on third parties for (certain) information;

14.4 Olyslager will use reasonable efforts during the term of the Contract to correct any errors notified in Olyslager Products, where appropriate by including the correction in the next scheduled edition or Update of Olyslager Product;

14.5 Olyslager warrants that the Services shall be supplied using reasonable skill and care in accordance with good industry practice;

14.6 Olyslager further warrants that where the Olyslager Products are delivered on Electronic Media:



a. where applicable, Olyslager Products will comply with the accompanying product specifications (it being acknowledged that Olyslager does not guarantee that Olyslager Products operate entirely uninterrupted or error free);

b. information carriers on which Olyslager Products are carried will be free from any defect for a period of 30 days from delivery. In the event of any material inherent defects in the Electronic Media (other than a defect caused by Subscriber, such as an accident, abuse or misuse by the Subscriber, in which case Olyslager will not be liable), Olyslager's sole liability will be to replace the defective original information carrier, free of charge.

14.7 The warranties contained in clauses 14.3 through 14.6 are conditional upon:

a. Olyslager being notified in detail and in writing within 5 days of the first discovery of any covered error or default; and

b. the Subscriber using Olyslager Products in accordance with the Manual(s).

14.8 Olyslager does not warrant that information or software supplied by third parties and incorporated by Olyslager into Olyslager Products, are fully accurate or free from defects. Olyslager makes projections based on the information it receives from third parties and depends on these third parties for the information required. Olyslager cannot be held responsible if Olyslager does not receive this information or does not receive it completely and/or the information is not correct or partially incorrect and/or it receives the required information too late to incorporate right into its own products. Olyslager will make every effort to verify the information it receives from third parties to the best of its ability.

14.9 UNLESS STATED OTHERWISE IN THE CONTRACT, THE OLYSLAGER PRODUCTS AND SERVICES AND OLYSLAGER'S WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, SERVICES, AND INFORMATION AVAILABLE ON OR ACCESSED BY MEANS THEREOF, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OLYSLAGER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR (1) THE CURRENCY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE BY MEANS OF THE OLYSLAGER PRODUCTS AND/OR SERVICES, (2) FOR ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE SOFTWARE AND/OR SERVICES, (3) FOR ANY "VIRUSES" OR MALICIOUS COMPUTER CODE TRANSMITTED ON OR THROUGH THE SOFTWARE AND/OR SERVICES, (4) FOR ANY BREACH OF SECURITY OR UNAUTHORIZED ACCESS TO THE SOFTWARE AND/OR SERVICES OR SUBSCRIBER INFORMATION. OLYSLAGER FURTHER DOES NOT REPRESENT OR WARRANT THAT THE OLYSLAGER PRODUCTS AND/OR SERVICES WILL ALWAYS BE SECURE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE, ERROR-FREE OR FREE FROM VIRUSES NOR DOES OLYSLAGER WARRANT ANY QUALITY OF THE OLYSLAGER PRODUCTS AND/OR SERVICES.

Subscriber is solely responsible for adequate protection and backup of Subscriber's data used in connection with the Olyslager Products. In no case, Olyslager can be held liable for damage that occurred because the website(s) of Subscriber was/were not adequately protected. If there are any issues in regard to the security of the website(s) of Subscriber, Subscriber is obliged to notify Olyslager about these issues immediately, and take all necessary measures to resolve these issues as soon as possible.

14.10 If the case arises, Olyslager is not obligated to take notices from Subscriber's end users.

## **15. LIMITATION OF LIABILITY**

15.1 In the event that Olyslager imputably fails in the performance of an obligation under the Contract, the Subscriber shall give Olyslager notice of default in writing and give Olyslager a 30 calendar days period of time to remedy the default.

15.2 If Olyslager fails to fulfill its obligations under the Contract within 30 calendar days after receipt of the written notice of default referred to in clause 15.1, Olyslager is solely liable for direct damages suffered by the Subscriber. Direct damages, for the purpose of this Article 15, shall mean:

a. damages to the Subscriber's properties, exclusive of damages as result of possible loss of data files;

b. reasonable costs of necessary actions to limit the damage;

- c. reasonable costs to determine the damage;
- d. reasonable costs of replacement of lost Olyslager Products.

All other loss and damage shall be deemed indirect loss and damage for which Olyslager cannot be held liable.

15.3 Apart from gross negligence or willful misconduct of Olyslager, the liability of Olyslager towards the Subscriber, including the liability for infringement under clause 14, shall be limited to an amount equal to the aggregate of the Subscription Fee (exclusive of taxes) paid or due to be paid in respect of the calendar year in which the liability has arisen or the unexpired portion of the Subscription Fee paid in advance, whichever is the greater.

15.4 Olyslager shall not be liable to the Subscriber for indirect loss or damages, such as, but not limited to: loss of profit, loss of revenue, loss of goodwill or any other type of indirect or consequential loss, including, for the avoidance of doubt, loss or damage suffered by the Subscriber as a result of an action brought to the Subscriber by a third party.

15.5 Notwithstanding the above, Olyslager shall be under no obligation to replace Olyslager Products or to refund the Subscription Fee in case of damages caused by the Subscriber or any third party for which the Subscriber is responsible under the Contract or by applicable laws.

15.6 Claims of less than \$ 1,000 will not be accepted. The maximum amount for any claim to be evaluated by Olyslager is \$ 1,000,000.

15.7 Subscriber indemnifies Olyslager against all claims by third parties, which involve compensation for damage or loss, costs or interest, relating to the Subscriber's actions or (non-)performance of the Contract.

## **16. API**

16.1 If the Parties have agreed that the Service (partly) includes the use of an application programming interface (API), Olyslager will provide an API to the Subscriber that the Subscriber can use the API subject to the conditions of the Contract and for the duration of Contract. The right to this use is non-transferable, non-sublicensable and non-exclusive.

16.2 Authentication is required to use the API. An API key is only to be used by the Subscriber. The Subscriber is responsible for implementing and/or using the API.

16.3 In addition, the Subscriber may only use the API key for the use of the API by the Subscriber itself. Third parties are not permitted to use the API key without permission in writing from Olyslager. If the Subscriber fails to meet this obligation, the Subscriber can be held liable for the damage that has been caused.

16.4 The use of the API must be reasonable ('fair use policy'). Use will in any case be considered to be excessive if Subscriber use more recommendations than is allowed based on the Contract. In this case, the use of these recommendations will be billed separately by Olyslager. In urgent cases, Olyslager may intervene the use of the API immediately (without warning). In addition, Olyslager may temporarily limit or discontinue the use of the API in the event of maintenance, malfunctions or abuse. If Subscriber exceeds the normal use of the API, Olyslager shall not be liable if the API is no longer accessible or no longer operates properly. Further, Olyslager is entitled to limit or block the access to the API.

16.5 In case the Subscriber makes a mistake during the implementation process, scrapes any Olyslager Product or lacks implementing security measures which results in an excessive use of the API, the Subscriber will bear all related costs. The Subscriber is responsible for the reasonable use of the API and the related security measures.

## **17. TERM AND TERMINATION, REMEDIES**

17.1 Unless specified otherwise in the Olyslager Purchase Specifications, the term of the Contract shall commence upon the Commencement Date for an initial period one year, after which it will automatically renew with the same period of one year, unless terminated by a Party as set forth in this Article 17 (the "Term of Contract").

17.2 Either Party may terminate the Contract effective the next anniversary of the Contract, upon at least three month's written notice. Olyslager may in writing terminate the Contract with immediate effect if Subscriber fails to pay any sums payable under the Contract when they become due.

17.3 Either Party may terminate the Contract in writing for cause with immediate effect, if the other Party (i) breaches a material provision of the Contract, which breach remains uncured for thirty (30) days after written notice from the other Party; or (ii) becomes insolvent, is liquidated, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets. Upon expiration or termination of the Contract for any reason, all rights granted to Subscriber hereunder will terminate and Subscriber will immediately cease use of, and promptly return or destroy, Olyslager's confidential information, at Olyslager's sole discretion. The Subscriber shall provide evidence that the Olyslager's confidential information is destroyed and will be liable for any damages related to the return and destruction of the Olyslager's confidential information.

17.4 Any termination of the Contract shall be without prejudice to any legal rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party. Articles 8, 9, 10, and 11 shall survive termination of the Contract.

17.5 Within 7 days of the termination of the Contract, the Subscriber shall in the case of Olyslager Products for use with computer equipment at Olyslager sole option either return or destroy all such copies of Olyslager Products in its possession or control and a duly authorized officer of the Subscriber shall certify in writing to Olyslager that the Subscriber has complied with this obligation.

17.6 Subscriber shall not be entitled to a refund of any Subscription Fee in case of the termination of the Contract.

## **18. CONSENTS AND EXPORT CONTROLS**

18.1 Subscriber understands and acknowledges that certain manufacturers or suppliers may prohibit Olyslager to supply proprietary data to Subscriber and that Olyslager cannot be held liable for not supplying such data.

18.2 Subscriber understands and acknowledges that Olyslager and/or Olyslager's distributors may be subject to laws and regulations which prohibit export or diversion of certain software and technology to certain countries ("Export Laws"). Any and all obligations of Olyslager or Olyslager's distributors to provide the Olyslager Products, as well as any other technical information or assistance shall be subject to the Export Laws. Subscriber warrants that it will comply with the Export Laws in effect from time to time as far as they relate to the Contract and its implementation.

## **19. RELATIONSHIP OF THE PARTIES**

19.1 Nothing herein shall be construed to constitute the Parties as partners, joint ventures, or agents of each other. Each Party shall be solely responsible for the actions of its respective employees, agents, and representatives.

## **20. ASSIGNMENT**

20.1 Subscriber is not allowed to transfer or assign any of its rights or delegate any of its obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Olyslager.

## **21. THIRD PARTY BENEFICIARY**

21.1 Nothing herein shall confer upon any entity other than the Parties and their respective successors any rights, remedies, obligations or liabilities whatsoever.

## **22. FORCE MAJEURE**

22.1 Olyslager will not be liable for any delay in performing or failure to perform any of its obligations under the Contract caused by events beyond its reasonable control. Olyslager will notify Subscriber promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. Force majeure will in any case be understood to include power outages, internet failures, failures in the telecommunications infrastructure, network

attacks (including (D)DOS attacks), attributable failures of suppliers, attacks by malware or other harmful software, internal civil commotion, mobilisation, war, terror, strikes, import and export barriers, a stagnation in supplies, fires, and floods. If a force majeure situation has lasted for more than 90 days, both Parties shall be entitled to terminate the Contract in writing with immediate effect.

### **23. NOTICES**

23.1 All notices and consents under the Contract (other than routine operational communications), shall be in writing to the other Party's respective address as set forth in the Contract or as changed and communicated in writing from time to time and shall be sent by registered mail, courier or facsimile.

### **24. SEVERABILITY**

24.1 If any provision of the Contract, the Terms, or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

### **25. MISCELLANEOUS**

25.1 Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. In case of claims relating to unpaid Subscription Fees, Olyslager may file a claim with the federal or state courts in any county where Subscriber is located or has offices, and Subscriber accepts jurisdiction of these courts for these kind of claims. ANY CAUSE OF ACTION AGAINST OLYSLAGER, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

25.2 Olyslager retains the right to make unilateral changes or additions to the Terms, including in relation to existing Contracts. Contractual amendments also apply with respect to Contracts already concluded subject to a term of 30 (thirty) days following the announcement of the amendment by email to Subscriber.

25.3 If the amendment(s) referred to above have a significant negative impact on the (application of) the Services or the Subscriber's position, Subscriber may terminate the Contract, provided Olyslager receives notice of termination prior to the date on which the change takes effect.

25.4 Minor amendments, amendments on the basis of the law and amendments to the benefit Subscriber can be implemented at any time.

25.5 Subscriber hereby authorizes Olyslager in advance to transfer the Contract concluded between the Parties in full, or parts thereof, to parent companies, sister companies and/or subsidiaries or a third party in the case of a merger or acquisition. Olyslager shall notify Subscriber if such a transfer has taken place.