

GENERAL TERMS ORION INTELLIGENCE BV - version 1.2 - ENGLISH - 18/08/2021

01. DEFINITIONS

- a) **Orion Intelligence:** the corporation with limited liability (BV) according to Belgian law, with company number BE 0759 891 466 and official address Minderbroedersstraat 17/2 - 3000 Leuven, Belgium.
- b) **Client:** the natural person or legal entity with whom Orion Intelligence BV has an agreement for the delivery of services.
- c) **Application:** a software application that provides services or performs tasks online and/or offline. This may include technology based on artificial intelligence.
- d) **Hosting:** the provision of a digital environment with file space and computational capacity for placing and managing applications.
- e) **Maintenance of an application:** the integration by Orion Intelligence BV of new information supplied by the client (adjustments or data in any form) into the existing application for the client, monitoring the availability of the application, as well as making changes in any form, in the existing application for the client.
- f) **Service level agreement:** a contractual agreement regarding the guarantee of certain performance indicators.
- g) **Orion:** collective term for a set of products provided by Orion Intelligence BV based on Artificial Intelligence with the aim of automating and/or speeding up certain tasks.

02. ACCEPTANCE

- a) By signing an agreement with Orion Intelligence BV, the client declares that he has taken note of the general terms and conditions of Orion Intelligence BV and that he agrees to these terms and conditions.
- b) All services offered by Orion Intelligence BV are subject to these terms and conditions.
- c) Deviation from the general terms and conditions is only possible if they are explicitly included in an agreement between the client and Orion Intelligence BV.

03. OFFER AND ACCEPTANCE

- e) Offers and quotations by Orion Intelligence BV are valid for a period of 30 days, unless a different term is stated by Orion Intelligence BV.
- f) Changes to the originally concluded agreement between the client and Orion Intelligence BV are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended agreement.
- g) Offers or quotations do not automatically apply to future assignments.
- h) The client and Orion Intelligence BV recognize e-mails between both parties as legal, valid means of proof.

04. EXECUTION OF THE AGREEMENT

- a) Orion Intelligence BV will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- b) The availability and performance of all technical services is performed by Orion Intelligence BV to the best of its ability, but no binding service level agreements apply, unless explicitly specified in an agreement between the client and Orion Intelligence BV.
- c) Orion Intelligence BV is not obliged to provide backup copies of the data contained in the applications developed or managed by Orion Intelligence BV, unless this has been explicitly agreed in an agreement between the client and Orion Intelligence BV.
- d) The terms proposed by Orion Intelligence BV have only an indicative value and are in no way binding. Unless expressly agreed otherwise in writing, a delay cannot be a reason for dissolution of the agreement nor a reason for compensation.
- e) The client shall ensure that all data, which Orion Intelligence BV indicates are necessary or which the client should reasonably understand to be necessary for the execution of the agreement, are provided to Orion Intelligence BV in a timely manner.
- f) If and insofar as required for proper execution of the agreement, Orion Intelligence BV has the right to have certain activities performed by third parties.
- g) Orion Intelligence BV is not liable for damage, of whatever nature, because Orion Intelligence BV relied on incorrect and/or incomplete information provided by the client.
- h) The client indemnifies Orion Intelligence BV against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the client.
- i) The client agrees that both parties may make the collaboration public, specify the collaboration as a reference to third parties, and publish a summary of the assignment on their websites. This is subject to confidential information such as information regarding prices and quotations.

05. DURATION AND TERMINATION

- a) With the offer of licences, hosting or maintenance by Orion Intelligence BV, an agreement with regard to the purchased product or application is automatically concluded between Orion Intelligence BV and the client. This has a minimum term of 2 years and is then automatically extended for a period of 2 years. The start date of this period is determined in the first invoice related to the license, hosting or maintenance. After the expiry of the minimum term, both parties have the option of canceling the automatic renewal for the next period in writing by registered letter. The counterparty must have received this

notice at the latest 3 months before the start of that new period.

- b) If the client nevertheless wishes to terminate the agreement earlier than the above terms, a termination clause will apply; the client hereby immediately owes Orion Intelligence BV the total sum of the remaining period. For example; if the client wishes to terminate the agreement on the last day of the 18th month of a started period of 2 years, the client owes the total sum for the 6 remaining months. If Orion Intelligence BV nevertheless wishes to terminate the agreement earlier than the above terms, Orion Intelligence BV undertakes to continue to provide the services covered by the agreement for a minimum period of 6 months. During this period, Orion Intelligence BV cooperates with the client in the transition to another solution. This does not suspend the payment obligation of the client during that period.
- c) Orion Intelligence BV can immediately terminate an agreement with the client if the client does not, improperly or incompletely adhere to the agreements concluded with Orion Intelligence BV, including general terms and conditions.

- d) Both the client and Orion Intelligence BV have the right to terminate the agreements with immediate effect without notice of default or judicial intervention if the counterparty has been declared bankrupt, has applied for or obtained a moratorium or has otherwise lost the free management of its assets. The other party is then not entitled to any compensation.

06. FORCE MAJEUR

- a) Orion Intelligence BV does not accept any liability if Orion Intelligence BV is unable to fulfill its obligations as a result of force majeure.
- b) In the event that the force majeure is only temporary, Orion Intelligence BV will still try to meet all obligations from the moment that this is reasonably possible again. If, after mutual consultation between the client and Orion Intelligence BV, it is concluded that this is no longer possible, the agreement will be reviewed or dissolved in mutual consultation. Any performance already delivered by Orion Intelligence BV up to the moment of force majeure will still be invoiced.

07. PRICES

- a) All prices quoted are exclusive of VAT, unless expressly agreed otherwise in writing.
- b) An advance of 40% applies to all quotations from Orion Intelligence BV. This will be invoiced from the moment the agreement between the client and Orion Intelligence BV is concluded.
- c) An annual increase of 7% applies to all recurring and non-recurring prices. The increase applies as soon as one year has passed counted from the moment of signature.

08. PAYMENT

- a) From the moment an agreement is concluded between the client and Orion Intelligence BV, the client is obliged to pay.
- b) Invoices, unless expressly agreed otherwise in writing, have a payment term of 14 days starting from the invoice date stated on the invoice.
- c) As far as invoicing is concerned, all periodic payments owed to Orion Intelligence BV are always bundled per quarter for the quarter that follows.
- d) Orion Intelligence BV reserves the right to temporarily suspend any ongoing work or services provided until the amounts owed have been received.
- e) If the client has exceeded the payment term, Orion Intelligence BV will send a payment reminder. If the client has not yet fulfilled his obligations within 14 days after the post date of the reminder, the client will be pay an additional interest of 1% per month on the principal sum and compensation of 12% on the invoice amount, by operation of law and without prior notice of default. That charge will be minimum 124 EUR plus extrajudicial collection costs owed on the outstanding invoice amount, calculated in accordance with the collection rate advised by the Belgian Bar Association.
- f) Should the invoiced amount be incorrect in the eyes of the client, he must inform Orion Intelligence BV of this immediately, but at the latest within 8 days after invoicing. The latter will investigate this claim and if necessary send a new invoice, which must be paid within 14 days of sending.

- g) The Client will only receive the right to use the delivered goods and/or services from the moment that he has fulfilled all his obligations towards Orion Intelligence BV.

- h) Invoicing always takes place digitally by email, via an email address to be provided by the client.

09. COPYRIGHT

- a) All material produced by Orion Intelligence BV may not be edited or processed for applications or environments other than those for which it was originally made without the express permission of Orion Intelligence BV, unless expressly agreed otherwise in writing.
- b) The ownership of ideas, concepts, designs, technologies, software (including source code) developed by Orion Intelligence BV remains fully with Orion Intelligence BV, unless expressly agreed otherwise in writing. In the latter case, Orion Intelligence BV can stipulate a fee for this. In the event of a proven violation of the said property, Orion Intelligence BV is entitled to determine a reasonable fee as compensation.
- c) With regard to Orion, all developed ideas, concepts, designs, technologies, software, source code related thereto are wholly owned by Orion Intelligence BV. In the context of the Orion products, a license is always used, which allows the right of use

to the client, while the ownership thereof remains unaffected by Orion Intelligence BV.

- d) Orion Intelligence BV reserves the right to use the knowledge, technologies and software developed as a result of the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

10. LIABILITY

- a) Insofar as Orion Intelligence BV is dependent in its activities on the cooperation, services and deliveries of third parties, over which Orion Intelligence BV can exercise little or no influence, Orion Intelligence BV can in no way be held liable for any damage whatsoever arising from these relationships with Orion Intelligence BV regardless of whether this damage occurs or becomes visible during the relationship with Orion Intelligence BV.

- b) In the event of an attributable shortcoming in the fulfillment of the agreement, Orion Intelligence BV is only liable for replacement compensation up to the invoice amount of the past 12 months. Any liability of Orion Intelligence BV for any other form of damage is excluded, including compensation for indirect damage, consequential damage or damage due to lost turnover or profit.

- c) Orion Intelligence BV is not responsible or liable for the content of the material supplied by the client that is included to any maintained application.

11. TRANSFER RIGHTS AND OBLIGATIONS

- a) Neither Orion Intelligence BV nor the client are entitled to transfer their rights or obligations arising from concluded agreements to a third party without the prior written consent of the other party.

12. COMPLAINTS

- a) During 8 days after delivery, the client has the opportunity to report clearly described defects in the delivered products to Orion Intelligence BV, after which Orion Intelligence BV will try to remedy these defects. If no defects are reported to Orion Intelligence BV within the stated term, any possibility to submit complaints will lapse. Incorrect information provided by the client that leads to defects in the delivered goods is not counted as a defect.
- b) Submitting a complaint does not suspend the client's obligations.

13. CHANGES TO CONDITIONS

- a) Orion Intelligence BV reserves the right to change or supplement these general terms and conditions.
- b) Changes also apply to agreements already concluded with due observance of a period of 30 days after written notification of the changes.
- c) If the client does not agree with the amended general terms and conditions, he is entitled to dissolve the agreement with effect from the amendment date of the general terms of delivery or within 8 days of the date of receipt of the amendment of the general terms of delivery if this date of receipt is after the effective date of the change.

14. DISPUTES AND APPLICABLE LAW

- a) This agreement is governed by Belgian law. All disputes, directly or indirectly arising from or related to the agreement, can only be brought before the competent court in the Antwerp district, Turnhout department, Belgium.
- b) If one or more articles of these terms and conditions are declared invalid by a court decision, other provisions of these general terms and conditions will remain in full force and effect. Orion Intelligence BV and the client will consult on new provisions to replace the void or voided provisions.
- c) With these terms and conditions, all prior copies have expired.
- d) These general terms and conditions are subject to printing errors.
- e) The Dutch text of these terms and conditions prevails at all times over any translation of them, regardless of whether the translation has been certified.