

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Contractor:** any person or legal entity JUMIK contacts for the performance of the Contract, irrespective of the legal relationship between them, in particular but not limited to employees, subcontractors, and independent consultants;
- 1.2. **Account:** the environment reserved for the Customer that allows the Customer to log into the SaaS Software (such as but not limited to Combo or ProPlanner), store, consult, and process data and other information;
- 1.3. **Capacity:** the totality of the agreed characteristics of the hosting – in particular, but not limited to disk space, bandwidth (upload and download), maximum data traffic, permitted downtime (disruption in the availability of the web pages or website(s)), database size, etc.
- 1.4. **Contract:** any (written) agreement between the Customer and JUMIK concerning the supply of Goods and/or Services by JUMIK;
- 1.5. **Services:** any tangible or intangible services provided by JUMIK (such as, but not limited to, provision of the Account, installation services, software development, support, consultancy, and project management);
- 1.6. **User:** the natural person who uses the SaaS Software offered by JUMIK through the Customer's Account;
- 1.7. **Goods:** all tangible goods supplied by JUMIK, such as but not limited to hardware;
- 1.8. **Incident:** any problem resulting in one or more of the Customers' Users being unable to use the Services and/or Goods, either in whole or in part;
- 1.9. **Intervention Time:** the period within which JUMIK must provide the Support;
- 1.10. **JUMIK:** The private company with limited liability 'JUMIK', with its registered office at Kwadestraat 151B box 4.3, 8800 Roeselare, VAT BE 0825.043.990, Ghent RLE, Kortrijk Division;
- 1.11. **Customer:** Any professional, whether acting in their own name or through a legal entity, who enters into a Contract with JUMIK, as well as its affiliated company, in accordance with Art. 11 of the Companies Code;
- 1.12. **Response Time:** the period of time within which JUMIK must communicate an initial response, including the setting up of further appointments for an intervention, to the Customer;
- 1.13. **SaaS Software (or Software as a Service Software):** the entirety of Software that is made available to the Customer as a Service, such as but not limited to Combo or ProPlanner, and which is necessary to use the Account;
- 1.14. **Software:** all computer programs, program or data libraries, and other files, including databases, irrespective of whether they are standard or custom-made, made available by JUMIK to the Customer;
- 1.15. **Support:** Provision of the following support services to the Customer: (i) intervention in the event of Incidents, (ii) searching for solutions to Incidents and implementing the solutions, if any, and (iii) answering questions relating to the Software and the services.
- 1.16. **Working days:** Monday through Friday, excluding Belgian public holidays;
- 1.17. **Working Hours:** from 8:30 a.m. to noon and from 1 p.m. to 5 p.m. (4 p.m. on Fridays) CET.

2. CONTRACTUAL RELATIONSHIP AND PARTIES

- 2.1. All commercial relations between the JUMIK and the Customer are governed by (in hierarchically descending order):
 - (i) The written contract between JUMIK and the Customer;
 - (ii) JUMIK's price quote as signed or otherwise accepted by the Customer;
 - (iii) The Special Terms and Conditions regarding development of Software;
 - (iv) These General Terms and Conditions (hereinafter 'GTC');
 - (v) Belgian law.
- 2.2. By requesting a price quote, placing an order, or concluding a Contract, the Customer acknowledges that they are aware of and have accepted these GTC (which can also be consulted at any time on the website www.jumik.be/nl/algemenevoorwaarden). The GTC always take precedence over any of the Customer's terms & conditions, even if these stipulate that they are the only ones valid.
- 2.3. The (repeated) non-application of any right by JUMIK can only be regarded as tolerance of a certain situation and does not lead to estoppel. JUMIK reserves the right to amend its GTC at any time. Amendments shall be applied to Contracts concluded after the amendment.
- 2.4. Any deviations and additions to JUMIK's GTC shall only be valid if made in writing.
- 2.5. The possible nullity of one or more clauses of these GTC or of a part thereof does not affect the validity and applicability of the other clauses and/or the rest of the clause in question. In such cases, JUMIK and the Customer shall negotiate to replace the void provision with an equivalent provision that complies with the spirit of these GTC. If JUMIK and the Customer do not reach an agreement, the competent court may modify the void provision to what is (legally) permissible.

3. PRICE QUOTES

- 3.1. Newsletters, folders, publicity announcements, price lists, as well as statements on the website (<https://www.jumik.be>) are entirely without obligation and should only be regarded as an invitation to request an order/project, unless explicitly stated otherwise. The stated price, description, properties, and functionalities of the Goods and/or Services are indicative only and not binding with regard to JUMIK.
- 3.2. A price quote is only valid for the specific order/project to which it relates and therefore does not automatically apply to subsequent similar orders/projects. Price quotes shall only cover the order/project expressly mentioned therein, to the exclusion of additional work resulting from a change to the order/project by the Customer, unforeseen circumstances, or any other reason. A price quote shall only be valid for the period stated therein. In the absence of such a provision, a period of validity of 30 days shall apply.
- 3.3. The price estimate in the price quote is valid only on condition that the Customer has provided JUMIK with all the data necessary or useful for the execution of the order/project.
- 3.4. All project proposals or price quotes by JUMIK for the performance of certain activities are always drawn up on a time-and-material basis, unless it is explicitly agreed between the Parties in writing that one or more of these activities shall be performed at a fixed price.

4. FORMATION OF THE CONTRACT

- 4.1. If, at the request or with the Customer's prior consent, JUMIK has provided Services and/or Goods falling outside the scope of the Contract, such goods or services shall be reimbursed by the Customer upon JUMIK's first request. In such a request, JUMIK may require that the modalities of the intended additional work be agreed between the Parties

in advance and in writing.

- 4.2. The installation or reinstallation of Software (with the exception of that described in the SLA), programming and development, data conversion (i.e. the conversion of the Customer's existing digital data into a format that is readable and processable for the Software), training, and support regarding customisation are never included in the Services included in the Contract, except where explicitly stated in writing.
 - 4.3. The fact that one or more of JUMIK's obligations, pursuant to changes or additional work ordered by the Customer, (i) have not been fulfilled, (ii) have not been fulfilled in time, or (iii) have not been fulfilled in full, can never constitute grounds for compensation or dissolution of the Contract for the Customer.
- ### 5. EXECUTION OF THE CONTRACT
- 5.1. All commitments entered into by JUMIK are, as a rule, considered as best efforts commitments. JUMIK shall always exercise due care and good faith and carry out the order/project to the best of its knowledge and ability, albeit without guaranteeing a specific result.
 - 5.2. In the exceptional case that JUMIK undertakes to achieve a certain result vis-à-vis the Customer, there shall be an obligation to achieve a result on the part of JUMIK and this shall be explicitly stated in writing between the Parties (e.g. binding delivery date for Goods included in the Contract).
 - 5.3. The Customer is obliged to cooperate readily and provide the necessary support in the preparation and execution of the order/project by JUMIK. This includes providing all useful and necessary data or information, making available all necessary facilities, and providing all requested cooperation to JUMIK and its Contractors. If the Customer does not do so, or does not do so on time, or does not do so fully, or does not do so in accordance with the agreements, JUMIK shall be entitled to suspend performance of the Contract in whole or in part. JUMIK can charge the costs incurred as a result according to its usual rates.
 - 5.4. If the Customer fails to comply with its cooperation obligation for a longer period – such as but not limited to (i) postponing the first training course until a date more than three months after entering into the Contract, (ii) postponing follow-up training courses by more than one month after the preceding course, or (iii) not effectively using the Account more than one month after it has been made available – then JUMIK reserves the right to already (partially) invoice the Customer for the Services described in the Contract.
 - 5.5. JUMIK cannot be held liable for any costs resulting from the use by JUMIK of the data, information, facilities, and/or cooperation provided by the Customer.
 - 5.6. The Customer guarantees that the data files (text, data, databases, image, sound and video material, music, domain names, logos, etc.), documentation, or other materials submitted to JUMIK are not subject to any third-party rights and that the Customer has obtained prior written consent from any such third party to use them.
 - 5.7. The Customer is not allowed to transfer the rights and/or obligations under the Contract to any third party (legal or otherwise) without prior written consent from JUMIK.

6. CANCELLATION OF THE CONTRACT

- 6.1. The Customer can only validly cancel the Contract (in whole or in part) if the Customer notifies JUMIK in writing or electronically prior to the scheduled execution or delivery date at the latest.
- 6.2. JUMIK reserves the right to charge the Customer damages equal to 25% of the price (excl. VAT) of the cancelled Contract, with a minimum of €250.00, in case of such cancellation (even partial), without prejudice to JUMIK's right to compensation for higher, proven damages.
- 6.3. JUMIK has the right to cancel the Contract, in the event that the order is based on incorrect information provided by the Customer or if JUMIK suspects that the Customer is relying on JUMIK for reasons that cannot be considered objectively reasonable and acceptable.
- 6.4. Furthermore, if JUMIK finds itself unable or no longer able to execute the Contract, for objective reasons, prior to or during the execution of the Contract, JUMIK shall notify the Customer thereof as soon as possible, but within a reasonable time in any event. In that case, any monies already paid under that contract shall be refunded to the Customer within a reasonable period of time (following the aforementioned notification). Under no circumstances shall the Customer be additionally entitled to any compensation.

7. DEADLINES

- 7.1. All interim or final (delivery) dates communicated or agreed upon by JUMIK are purely indicative and always apply as target dates, unless it is explicitly agreed in writing that the communicated or agreed dates have a binding and effective character.
- 7.2. JUMIK is not responsible for failing to meet interim or final (delivery) dates when (i) this is the result of force majeure or hardship, (ii) this is the result of incomplete information or insufficient cooperation from the Customer, (iii) there are outstanding claims on the part of the Customer, and/or (iv) this is the result of additional work or a change in the execution modalities of the Contract agreed by the Parties.
- 7.3. If any deadline comes under threat, JUMIK and the Customer shall consult in good time to discuss the consequences of the delay for further planning and to limit the consequences as much as possible.
- 7.4. In any case – so even if the Parties have explicitly agreed on effective delivery dates in writing – there shall only be a default on the part of JUMIK due to the exceeding of intermediate or final delivery dates after the Customer has given JUMIK explicit written notice of default and offered it the opportunity to remedy the situation.

8. SAAS SOFTWARE

- 8.1. JUMIK grants the Customer a non-exclusive, non-transferable, and non-sublicensable right of use for the SaaS Software, in accordance with the GTC of the Contract and as long as the usage restrictions described in the Acceptable Use Policy (found in the platform and on the website <https://www.jumik.be/nl/acceptable-use-policy>) are respected. The Customer acknowledges having read the Terms of Service. The use of the Service is only limited in time if this is expressly agreed between the Customer and JUMIK.
- 8.2. JUMIK can never be obliged to hand over to the Customer a physical carrier containing the SaaS Software and/or Account made available to the Customer under this Contract.
- 8.3. The Customer's Account shall be determined exclusively according to the views of JUMIK, unless the Parties have expressly agreed on specific features or requirements in writing. The Customer is sufficiently familiar with the properties, functionality, and operation of the SaaS Software, and accepts these Services in the state in which they are at the time of conclusion of the Contract, with only the standard properties and functionalities ('AS IS'). JUMIK does not guarantee that the SaaS Software provided to the Customer is suitable for its intended use or is seamlessly aligned with its activities or business operations.
- 8.4. JUMIK may at any time make changes to the features, functionality, and operation of the

SaaS Software, including discontinuing support for certain features and functionalities. JUMIK shall inform the Customer of this in good time. Any costs incurred by the Customer as a result of such changes shall always be borne by the Customer.

- 8.5.** JUMIK does not guarantee that the SaaS Software shall be provided without errors or interruptions. The Customer is aware that the quality and availability of the SaaS Software provided are highly dependent on the operation of the internet and the various internet hubs and servers.
- 8.6.** JUMIK does not guarantee that the SaaS Software shall work completely error-free and automatically with all types or new versions of web and internet browsers and any other software. JUMIK can always discontinue support for older versions of an internet browser as well as for less common internet browsers.
- 8.7.** JUMIK does not guarantee that the SaaS Software works without error in connection with the Customer's equipment and software. Any work necessary to adapt the SaaS Software to new versions of web and internet browsers and any other software is not included as standard in the price paid for the SaaS Software or other Services.
- 8.8.** If necessary for the proper provision of services, JUMIK may temporarily restrict access to the SaaS Software in whole or in part for maintenance work. JUMIK shall ensure that the suspension of services does not last longer than necessary. To the extent possible, any maintenance work shall take place outside Working Hours. In any event, JUMIK shall always inform the Customer in advance of any planned suspension of its services that could have an effect on the Account. A suspension of the Customer's Account due to maintenance work can never be qualified as an error on the part of JUMIK.
- 8.9.** Unless otherwise agreed in writing, JUMIK shall be responsible for hosting the SaaS Software. In this context, the Customer shall not have access to the management of the hosting services. The Customer shall only have access to an FTP account if this has been expressly agreed in writing. JUMIK can never be held liable for any damage suffered by the Customer as a result of the unlawful use of the Software or the FTP account by third parties, including lost or stolen access or identification codes.

9. TRAINING

- 9.1.** Training of the Customer or its Users is not included in the fee for the Software, unless otherwise agreed between Parties. If the Customer requires training, JUMIK is entitled to charge the Customer additionally for the training provided.
- 9.2.** Cancellation of training at the initiative of the Customer must take place at least 72 hours prior to the training course in question. If this cancellation occurs between 72 hours and 24 hours prior to the training course, 50% of the training costs shall be charged. If this cancellation occurs 24 hours or less prior to the training course, the training costs shall be charged in full.
- 9.3.** If JUMIK finds that one of the Customer's Users regularly requests Support for problems that a normally trained User of the Software would be able to solve by themselves or would not experience any problems with, JUMIK has the right to suspend Support until the Customer has provided such User(s) with the necessary training. JUMIK's intention shall be communicated to the Customer in advance and the Parties shall at least organise a meeting where this issue can be discussed and a solution sought in joint consultation. If no solution can be reached, JUMIK shall observe a period of at least one month before suspending Support. The suspension shall be limited to the User(s) in question, if appropriate.

10. DEFECTS

- 10.1.** JUMIK shall be responsible for hidden defects but makes no guarantee concerning visible defects. Any hidden defects in the Goods and/or Services must be reported immediately, but no later than one month after delivery. Any later than this and the defect is deemed to have been accepted.

11. PRICE AND PAYMENT

- 11.1.** All prices are excluding VAT and any other taxes or charges. Unless otherwise agreed, all prices are in euros and the Customer must make all payments in euros.
- 11.2.** JUMIK always reserves the right to invoice the price in instalments according to the execution of the Contract.
- 11.3.** All invoices are payable within 30 days. Payment can only be made by bank transfer. Any costs associated with the transfer shall be borne by the Customer.
- 11.4.** The only valid objections to invoices are those submitted by registered mail within a period of eight (8) working days from the invoice date and stating the invoice date, invoice number, as well as a detailed reason for the objection.
- 11.5.** The unconditional payment of part of the invoice amount shall be considered as an explicit acceptance of the invoice. Partial payments shall always be accepted with all reservation and without any prejudicial acknowledgement, and shall first be applied to the collection costs, then to the damage clause, the interest due, and finally to the principal sum, whereby priority shall be given to the oldest outstanding principal sum.
- 11.6.** If a Contract involves services for an indefinite or annually renewable period, JUMIK may annually adjust the applicable prices and tariffs in accordance with the new index figure (consumption index). For the calculation of the adjusted price, the index figure of the month preceding the signature of the Contract shall be taken as the base index. The application of this indexation is at the initiative of JUMIK, which is not obliged to do so. The Customer has no right of initiative.

12. DURATION

- 12.1.** Either Party may request the dissolution of the Contract at the expense of the other Party if said other Party has seriously failed to meet one or more of its essential obligations.
- 12.2.** For the purposes of Clause 12.1, the Customer's payment obligations, as well as the provisions of Clauses 11 and 19, shall be regarded as material obligations.
- 12.3.** Regardless of the method of dissolution of the Contract – judicial or extrajudicial – the consequences of the dissolution between the Parties shall only have effect in the future, and the obligations already fulfilled on behalf of the Parties shall remain in full force and effect. Amounts that JUMIK BV has invoiced before the dissolution remain due and become immediately payable pursuant to the dissolution.
- 12.4.** If a Contract has been entered into for an indefinite period of time, it may be terminated by either Party in writing without having to provide any reasons for this, subject to the agreed notice period. If no special notice period has been agreed between the Parties, a reasonable period of notice shall be observed. This period shall be at least twelve months. If necessary, the Parties shall determine the notice period to be observed in mutual consultation.
- 12.5.** If a Contract is cancelled, at least the average invoice amount for the usage of the previous 12 months shall be invoiced during the cancellation period.
- 12.6.** If the Contract has been entered into for an annually renewable term, Clause 12.4 shall apply, with the proviso that the notice period to be observed shall only expire on the anniversary of the Contract.
- 12.7.** Either Party may terminate the Contract in writing without notice and with immediate effect if the other Party is declared bankrupt, is being liquidated, or has become demonstrably insolvent. JUMIK BV can never be obliged to make any return or refund of monies already received or to pay any compensation as a result of such termination.

- 12.8.** If the Customer improperly terminates a Contract, JUMIK BV shall be entitled to additional damages amounting to 25% of the total remuneration for that Contract, without prejudice to its right to assess and recover actual damages suffered.

13. LATE PAYMENT

- 13.1.** If the Customer does not pay the amounts due or does not pay them on time, the Customer shall, without any notice of default being required, owe default interest at a rate of 1% per month on the balance still due. In addition, the Customer shall also owe a fixed-sum remuneration for damages on the entire outstanding principal amount in the amount of 10%, without prejudice to JUMIK's right to claim compensation for further damage suffered.
- 13.2.** If the Customer fails to pay any outstanding amounts owed to JUMIK, JUMIK reserves the right to immediately cease its obligations under the Contract and, without any notice of default being required, to regard other orders/projects as cancelled, in which case the fixed-sum remuneration for damages provided for in Clause 6.2 shall be due.
- 13.3.** In addition, all other invoices, even those not yet due, shall become immediately payable and all permitted payment terms and conditions shall expire. The same applies in the event of impending bankruptcy, judicial or amicable dissolution, cessation of payment, as well as any other fact indicating the Customer's insolvency.

14. RETENTION OF TITLE AND SUSPENSION

- 14.1.** Ownership of the Goods shall only be transferred to the Customer after full payment of the price (principal, interest, and costs).
- 14.2.** All other rights are granted or transferred to the Customer on the condition precedent that all amounts owed to JUMIK by the Customer under the Contract are paid in full.
- 14.3.** If the Parties have agreed on a periodic payment obligation of the Customer for the granting of a right of use, the Customer shall have the right of use as long as and when they fulfil their periodic payment obligation.

15. LIABILITY

- 15.1.** JUMIK's liability shall always be assessed in the light of the obligation to perform to the best of its ability, unless otherwise explicitly agreed in writing between the Parties.
- 15.2.** JUMIK's liability shall never exceed the invoice value of the Contract. In the case of a Contract with a term of more than one year, liability shall always be limited to a maximum of the invoiced price for the past year.
- 15.3.** In any case, JUMIK's liability is limited to the liability that is imposed by law.
- 15.4.** JUMIK shall in no event be liable for any delays in delivery of the Goods and/or performance of the Services (including any additional costs resulting therefrom for the Customer), incurred as a result of any default by JUMIK's suppliers, the Customer, or any other third party.
- 15.5.** The use of the Services and/or Goods by the Customer or a third party designated by the Customer shall be at the full responsibility and risk of the Customer. In this case, JUMIK cannot be held liable in any way whatsoever for any direct or indirect damage resulting from this use.
- 15.6.** Nor can the Customer claim indemnification by JUMIK for:
- Indirect or indirect damage (such as but not limited to loss of income, environmental damage, business damage, damage to third parties, and/or any consequential damage caused by the JUMIK Goods and/or Services);
 - Damages caused by incorrect, unreliable, incomplete, or late input or instructions from the Customer or any of the Customer's contractors, including with respect to the instructions concerning the JUMIK Services (such as specifications, functionalities, applications, the purpose for which the Goods and/or Services are intended, quality requirements, etc.);
 - Damage resulting from the use of the Goods and/or Services in a manner other than that for which they were developed or intended;
 - Damage caused by careless and/or injudicious use or by use contrary to the instructions for use of the Goods and/or Services (e.g. Terms of Service);
 - Additional damage caused by further use or application by the Customer after a defect has been identified;
 - Defects caused directly or indirectly by an act of the Customer or a third party, whether caused by error, negligence, carelessness, or non-application of these GTC;
 - Damage that would not have occurred if the Customer had acted with sufficient diligence to mitigate the damage;
 - Damage caused by force majeure or hardship.
- 15.7.** Lastly, JUMIK's liability can only be retained by JUMIK's direct customers and not by third parties.

16. FORCE MAJEURE & HARDSHIP

- 16.1.** JUMIK shall not be liable for any failure to perform its obligations caused by force majeure or hardship.
- 16.2.** The following are conventionally considered as cases of force majeure or hardship: all circumstances that were reasonably unforeseeable and unavoidable at the time of entering into the Contract, and make it impossible for JUMIK to perform the Contract, or which would make the performance of the Contract financially or otherwise more burdensome or difficult than normally anticipated (such as, but not limited to war, fire, seizure, delays with, or bankruptcy of third parties utilised by JUMIK, shortage of personnel, strike, company organisational circumstances, threat or acts of terrorism, obtaining erroneous instructions from the Customer, governmental measures, power failure, breakdown of internet and/or telecommunication facilities, hacking or malware (viruses, cryptolocker, DDoS, etc.), and general transport problems).
- 16.3.** The aforementioned situations entitle JUMIK to request the revision and/or suspension of the Contract by simple written notification to the Customer, without being or becoming liable for any compensation. If the situation of force majeure and/or hardship continues for more than two months, the Parties shall be entitled to terminate the Contract.

17. NETTING

- 17.1.** In accordance with the provisions of the Belgian Financial Securities Act of 15 December 2004, JUMIK and the Customer automatically and ipso jure offset and settle all currently existing and future debts towards each other. This means that only the largest claim remains after the aforementioned automatic offset in the permanent relationship between JUMIK and the Customer.

18. NON-COMPETITION

- 18.1.** For the duration of the partnership with JUMIK, as well as 24 months after the end of said partnership, the Customer is prohibited from directly or indirectly contracting with one or more of JUMIK's Contractors, except with JUMIK's prior, express, and specific written consent.
- 18.2.** The damage suffered by JUMIK in the event of a breach of Clause 18.1 is set at 12 months average gross remuneration of the recruited Contractor (calculated over the 12-month period prior to recruitment). If the Contractor has been employed for less than 12

months, such damage amounts to 6 months of average gross remuneration. These gross remunerations do not include any patronage charges.

19. INTELLECTUAL PROPERTY RIGHTS

- 19.1. All intellectual property rights to the Goods and/or Services (including preparatory materials, analyses, source codes, designs, documentation, reports, price quotes, etc.) belong exclusively to JUMIK.
- 19.2. The Customer may not copy or use the data supplied by JUMIK – whether obtained in writing, digitally, or verbally – for any other purpose than that for which they are intended, nor show them to any third party, except with prior written consent from JUMIK or as soon as the data have become publicly available. The confidentiality obligation continues after the Contract between JUMIK and the Customer ends, at least until the relevant data are publicly known, without fault on the part of the Customer.
- 19.3. The Customer shall only acquire the right of use for intellectual property rights vested in the Goods and/or Services for the purpose intended at the conclusion of the Contract. The right of use for the intellectual property rights granted to the Customer is non-exclusive, non-transferable to third parties, and (if applicable) non-sublicensable. The rights of use granted apply exclusively to use by the Customer. The Customer shall not be permitted to process or market the Goods and/or Services to third parties, unless otherwise agreed.
- 19.4. If the Parties agree in writing that an intellectual property right shall be transferred to the Customer, such transfer shall not affect JUMIK's right of use and/or exploit for other purposes, either for itself or for third parties and other Customers, without any restriction, for the components, general principles, ideas, designs, interfaces, algorithms, source codes, documentation, works, programming languages, protocols, standards, etc. underlying such development. To the extent necessary, JUMIK shall be deemed to have a licence or other right to do so.
- 19.5. Even if the Contract does not explicitly provide for a power to do so, JUMIK is allowed to make technical provisions for the protection of the Goods and/or Services to safeguard its intellectual rights or any agreed usage restrictions. The Customer is never allowed to remove or circumvent such technical facilities.
- 19.6. The Customer guarantees that the data it provides do not infringe any intellectual property rights of third parties and shall indemnify JUMIK against any and all claims of third parties in this respect.
- 19.7. Any breach of this clause shall give rise to the payment of a fixed-sum remuneration for damages to JUMIK equal to 30% of the price of the Contract, without prejudice to the right to prove higher damages.
- 19.8. In no event shall JUMIK be liable to any third party or for any damage resulting from the

Customer's failure to comply with this clause.

20. CONFIDENTIALITY

- 20.1. The Parties shall ensure that all data received from the other Party remains confidential, and shall refrain from disclosing such data in any way, directly or indirectly, in particular but not limited to internal documents relating to business secrets, commercial strategies and information, the identity of the Customer's clientele, etc. In any case, data designated as 'confidential' must be considered as confidential information.
- 20.2. The Parties shall make the necessary contractual arrangements in their relationship with the Contractors involved in the execution of the Contract so that these Contractors are bound by the same confidentiality.
- 20.3. The Party receiving confidential information shall use it only for the purpose for which it was provided.
- 20.4. After the termination of their contractual relationship, the Parties shall destroy all confidential information and documents received, on the one hand, and continue to comply with the confidentiality obligation set out in this Clause 19 for a period of ten years, on the other hand.

21. PRIVACY

- 21.1. JUMIK undertakes to process the personal data of a (potential) Customer at all times in a proper and careful manner, in accordance with the privacy legislation and other applicable regulations regarding the processing of personal data (including but not limited to (i) 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; (ii) the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data, and (iii) the (future) Belgian legislation regarding the implementation of the aforementioned Regulation).
- 21.2. In this context, JUMIK shall act as data controller vis-à-vis the Customer. The Customer agrees to the processing of their personal data by JUMIK as the data controller in accordance with JUMIK's Privacy Policy, which is available on the website <https://www.jumik.be/nl/privacy-policy>.

22. JURISDICTION AND APPLICABLE LAW

- 22.1. Any disputes arising from these GTC, as well as from any other Contract entered into between JUMIK and the Customer, shall be subject to the exclusive jurisdiction of the courts of the district in which JUMIK has its registered office.
- 22.2. Belgian law shall apply.

SPECIAL TERMS AND CONDITIONS REGARDING THE PROCESSING OF FINES

1. SCOPE OF APPLICATION

- 1.1. These special terms and conditions only apply to fine processing offered by JUMIK at the request of the customer in the SaaS Software. Further, the general terms and conditions always continue to apply.

2. DELIVERY OF FINES

- 2.1. The Customer must deliver the fines to JUMIK in time and in full as stipulated in this article.
- 2.2. In the event the Customer has allowed a link to a digital fine processing service, the Customer will provide the necessary documents to JUMIK so JUMIK can access the digital delivery.
- 2.3. If Article 2.2. does not apply, the fine will in principle be sent to the Customer by post. The Customer must then send a copy of the fine to JUMIK by e-mail in PDF format, using a personalised e-mail address as assigned by JUMIK. Any explanation or questions included in this e-mail cannot be dealt with further by JUMIK. These must therefore always be delivered in a separate e-mail.
- 2.4. Without prejudice to Articles 2.2 and 2.3 of these special terms and conditions, the Customer undertakes to make all relevant information available in ProPlanner in a

timely manner. This includes, among other things, that the Customer has the contract applicable to the

- 2.5. time and the number plate of the relevant violation, and has stated whether the fine must be transferred or recharged.
- 2.6. The Customer undertakes to always provide the fine and information no later than five (5) working days before the due date of the fine, or five (5) working days before the date on which the transfer must be processed.

3. LIABILITY

- 3.1. The Customer bears all responsibility for providing the fines and additional information to JUMIK in full and in a timely manner as provided for in Article 2 of these special terms and conditions. If the fine could not be processed correctly and/or on time (i.e. transferred or recharged) by JUMIK as a result of the incomplete, incorrect or late delivery of the fine and/or information by the Customer, the Customer is always liable for all damage, costs and/or increases resulting thereof.
- 3.2. If JUMIK has processed the fine in a timely manner, the Customer will always be responsible for all damage, costs and/or increases as a result of any late payment of the fine.

SERVICE LEVEL AGREEMENT

1. SCOPE

- 1.1. This SLA applies to all Software (expressly excluding Software developed specifically for the Customer). This SLA applies exclusively to the expressly specified aspects of the Services.
- 1.2. This SLA does not apply to Software Services that are hosted on the Customer's IT system ('on premise') or by a third party appointed by the Customer.
- 1.3. Only 'remote' Support is provided (i.e. providing Support remotely, either via telephone contact or contact via the internet).
- 1.4. Support shall only be provided by JUMIK within the Working Hours.

2. REPORTING INCIDENTS

- 2.1. The manner in which the Customer should report Incidents is decided by JUMIK.
- 2.2. The Customer shall report any Incident to JUMIK through the appropriate channels or support number.
- 2.3. JUMIK may, in the interest of proper service provision, determine that only one or a limited number of people working for the Customer may report Incidents to JUMIK.

3. THE CUSTOMER'S OBLIGATIONS

- 3.1. In order to guarantee continuity as much as possible, the Customer shall refrain from having a third-party supplier perform work on the Software, unless otherwise agreed between the Parties.
- 3.2. The Customer shall provide JUMIK, upon first request, with access to the Software and/or infrastructure as well as to the data deemed necessary JUMIK for the execution of the Support.
- 3.3. The Customer shall provide JUMIK with all necessary and requested cooperation to carry out the Support, including any temporary cessation of Software use, if JUMIK is of the opinion that this is necessary. In the event of such a cessation, the Customer cannot claim any form of compensation. However, every effort shall be made to ensure that such interruptions occur outside of Working Hours as much as possible.
- 3.4. The support to be provided by JUMIK does not in any way affect the Customer's own responsibility and that of its Users to use and administer the Software correctly and with due care.
- 3.5. If an Incident arises because the Customer or its Contractor did not use the Software correctly or used it carelessly, in particular by personally changing settings on the system, either directly or indirectly (e.g. by installing corrupted software), then JUMIK can recover the additional costs it incurred by having to provide support for this Incident from the Customer.
- 3.6. In the event of a breach of Clause 3.5, JUMIK may suspend or terminate this Contract. JUMIK shall always inform the Customer in advance of its intention to do so.

4. SCOPE OF MAINTENANCE SERVICES

- 4.1. JUMIK shall endeavour to carry out the maintenance services with care and according to the rules of the trade. All maintenance services by JUMIK are performed on the basis of a best efforts obligation.
- 4.2. JUMIK may at any time make changes to the properties, functionality, and operation of the Customer's Software and System, including the maintenance thereof, in particular but not limited to updating and/or upgrading the Software. In particular, this applies to the installation of security upgrades and patches or the updating or upgrading (if necessary for a fee) of operating systems and/or Software that is no longer supported by the relevant manufacturer ('end of life'). JUMIK shall inform the Customer of this in good time. If the Customer expressly wishes to continue working with end-of-life software, all risks and liabilities relating to such use shall be borne by the Customer. Any costs associated with the use of end-of-life Software shall also be borne by the Customer. End-of-life Software can never be covered by any SLAs or other guarantees.

5. RESPONSE AND INTERVENTION TIMES

- 5.1. JUMIK aims for Response and Intervention Times based on the following Incident levels:

Incident level	Description
4	Contractor(s) can no longer work
3	Contractor(s) cannot perform certain important functions
2	Contractor(s) cannot perform certain minor functions
1	There is an Incident but Contractor(s) can still work

- 5.2. The Incident Levels lead to the following intervention categories, depending on the impact the Incident has on the Customer's business:

Impact	Incident level 4	Incident level 3	Incident level 2	Incident level 1
All users	Intervention cat. 1	Intervention cat. 2	Intervention cat. 3	Intervention cat. 4
Substantial portion of users (>= 20% of staff)	Intervention cat. 2	Intervention cat. 3	Intervention cat. 4	Intervention cat. 4
One or more users	Intervention cat. 3	Intervention cat. 4	Intervention cat. 4	Intervention cat. 5

The indicative Response and Intervention Times based on these intervention categories are:

Intervention category	Response Time (number of hours within Working Hours)	Intervention Time (number of hours within Working Hours)	Escalation	Reporting status
1	< 30 min.	< 6 hours (excl. restoring data/server)	N/A	Every hour
2	< 1 hour	< 8 hours	After 2 hours → int. cat. 1	Every 2 hours
3	< 2 hours	< 16 hours	After 8 hours → int. cat. 2	Every 4 hours
4	< 4 hours	< 24 hours	By appointment	By appointment
5	< 8 hours	< 48 hours	By appointment	By appointment

6. UPTIME

- 6.1. JUMIK shall always strive for an uptime of 98.00% with regard to the availability of its SaaS Software within the Working Hours.

7. BACKUPS

- 7.1. JUMIK shall provide the backup services as described below to the Customer. In the event that the Software is installed on the Customer's local server, JUMIK can never guarantee the provision of backup services and the Customer must be responsible for this.
- 7.2. If the Customer is confronted with an Incident which may lead to the restoration of a backup, the Customer shall report this to JUMIK as soon as possible. The Customer acknowledges that prompt notification is essential to avoid the loss of certain backups after the retention period stated in Clause 7.5.
- 7.3. JUMIK shall handle and store the backup with due care, taking the applicable legal provisions into account.
- 7.4. If JUMIK relies on a third party to provide the backup services, then JUMIK's total liability for providing the backup services can never exceed the total liability of said third party with regard to JUMIK.
- 7.5. JUMIK shall back up the Customer's Data according to these modalities:

Frequency	Backup period	Location	Storage period
Every working day	Full backup of the database	Server	2 days
Every working day	Full backup of the files	Data centre storage	30 days
Every working day	Full backup of the database	Data centre storage	30 days
Weekly	Full backup of the server environment	Data centre storage	90 days

- 7.6. In the event of a *disaster recovery*, JUMIK shall endeavour to restore a backup to the best of its ability within the following deadlines. The waiting period between JUMIK's request as to which backup version must be restored and the Customer's response thereto is disregarded in calculating this period.

Location	Deadline for restoring backups
Server	1 working day
Data centre storage	2 working days