GENERAL CONDITIONS CICERO LAWPACK, CICERO 365
VERSION Jan, 2025

Introduction

Informa Europe develops and commercializes the software package CICERO LawPack (or shorter "CICERO") for the automation of law firms and legal services.

To ensure that our collaboration runs as smoothly as possible, we would like to repeat our principles to you, as they were discussed during our product demonstration. After all, the successful use of your software depends on numerous factors, which we would like to emphasize from the outset.

The choice for Cicero

Cicero is a standard software package that is developed based on the most common wishes and automation requirements of a standard user, be it a law firm or a legal service. We therefore assume that you have checked in advance whether our software really suits your working method.

After all, standard software is compared to custom software, which is developed based on the specific wishes of a specific person user, on basic by An in advance made up specifications. Custom software is outside the scope of this agreement.

Of course, this does not mean that you have no say in the further development of the package. Based on the numerous suggestions by our users, work We daily On us package further and we develop our upgrades.

IT always evolving

Choosing Cicero implies choosing an evolutionary package. Through our mandatory upgrade we ensure that your management software is perfected but also keeps up with the times.

A successful recipe for using Cicero

A Good Cicero user considers our software as the backbone of his office or service.

Since Cicero simultaneously automates your accounting - invoicing - agenda - customer database - file - models - collection - banking transactions - ..., you will undoubtedly understand that a thorough knowledge of the package is of the utmost importance. Basic training is a good start to this.

Through the permanently maintained online help menu, video tutorials and extensive follow-up training and/or webinars (in groups or customized), you acquire and maintain the necessary knowledge to get the most out of your package. Should you get stuck or no longer understand, our support will be happy to help you. Good luck!

Contract terms

The terms below are defined as follows in the General Terms and Conditions and Agreement:

1. Definitions

1.1   General Terms and Conditions: the terms and conditions set out in this document.

1.2   Quotation: Every (future) price offer from the Licensor to the Licensee, with a detailed description and pricing of the Software, Maintenance, Conversion, Support, training, etc. to be delivered and on which the General Terms and Conditions apply through the acceptance of the Quotation and/or the commissioning of the Software apply.

1.3   Agreement: The agreement concluded between the Licensor and the Licensee with regard to the Services and any Additional Orders, including the General Terms and Conditions, Quotation and Processing Agreement, and any attachments to these documents.

1.4   Order: Ordering subscriptions, modules and/or add-ons for a certain number of Users.

1.5   Additional Order: The additional order of subscriptions, modules, add-ons, change of (the number of) Users, change of customer administration type and the like after the Agreement has come into effect.

1.6   Licensor: Informa Europe BV and any legal successors.

1.7   Licensee: The natural person or legal entity who has concluded the Agreement with the Licensor or who is negotiating with the Licensor, and to whom the Quotation and invoices are in principle addressed.

1.8   Employee: An employee of Licensor or Licensee or a (legal) person who is authorized to perform work for or under the responsibility of Licensor or Licensee.

1.9   Party or Parties: The Licensor and/or the Licensee.

1.10   User: The person employed by the Licensee or the Licensee himself, who uses the Software in accordance with this Agreement

1.11   Accounting Partner: The User who uses the accounting module of the Software.

1.12   Third Party: A person other than the Licensor, Licensee, User or Accounting Partner.

1.13   Website: The website of the Licensor, being www.cicerosoftware.com

1.14   Software: A version of the 'software as a service' Cicero LawPack (excluding the Source Code), including the associated Documentation, as described in the Quotation and developed and/or distributed by the Licensor, excluding Software Developed by Third Parties. The Software is connected to several underlying Databases. The Software is a 'web based' application hosted 'in the cloud', which the Licensee can access via Log-In Data from any location where a decent internet connection is available.

1.15   Database: The storage and use of the Data and Documents is an essential part of the Software. For the data storage of the Data, the Licensor rents storage space on the secure cloud servers of its hosting suppliers. To create, modify, save, delete, share, etc. the Documents, the Licensee takes out a subscription to Microsoft 365 directly and without the intervention of the Licensor in accordance with the System Requirements.

1.16   Software (components) Developed by Third Parties: Software (component), collection of components, or an API interface to a library that is not developed by the Licensee, but a Third Party and that is necessary for the proper functioning of the Software, such as Microsoft 365 or the Azure Cloud Computing Platform.

1.17   Log-In Data: Usernames and passwords intended solely for the User to access the Software.

1.18 Multi-factor authentication: Logging into the Software by entering the Log-In Data and at least one other factor such as a registered smartphone or fingerprint.

1.19 Documentation: The (electronic) documentation of the Licensor associated with the Software.

1.20 Data: The data (that will be) entered by the Licensee into the Software or that (will be) entered into the Software on behalf of the Licensee, with the exception of the Documents. These include, among other things, Personal Data.

1.21 Documents: The files created, modified, entered, stored and/or deleted by the Licensee in or through his own Microsoft 365 subscription.

1.22 Defect: Any shortcoming in the Software, Maintenance or Conversion. The lack of functionality after a Maintenance compared to a previous version is not considered a defect.

1.23 Non-Blocking Defect: Unknown Defect that does not block the operation of the Software in whole or in part, but only reduces or complicates its performance in an insignificant manner.

1.24 Blocking Defect: Unknown Defect that leads to Blocking of the Software.

1.25 Blocking of the Software: Defect in the Software that makes it completely impossible for the Licensee to continue using the Software.

1.26 Telephone support: Providing telephone support with a view to resolving usage problems and/or technical problems within the Service hours via +32 2 272 03 80.

1.27 Support: Providing support with a view to solving usage problems and/or technical problems relating to the Software. Support can be requested via info@cicero.be .

1.28 Service hours: The hours during which telephone support is available: every working day from 9 a.m. to 12 p.m. and from 2 p.m. to 5 p.m., excluding Saturdays, Sundays and legal holidays in Belgium.

1.29 Maintenance: Providing the Licensee with a new version of the Software (excluding the Source Code) following the version described in the initial Quotation, including the associated Documentation. Maintenance can be preventive, corrective, adaptive or innovative.

1.30 Preventive Maintenance: The periodic cleaning, checking and adjustment of the Software, aimed at preventing Defects.

1.31 Corrective Maintenance: Resolving Defects in the Software.

1.32 Adaptive Maintenance: Providing the Licensee with a modified version of the Software in which known Defects have been eliminated and/or its existing operation and functionality has been improved without new functions being added.

1.33 Renewal Maintenance: Providing the Licensee with a new version of the Software in which, in addition to any error corrections, an improvement of the existing functionality and operation, new functions have also been added.

1.34 Source Code: The human-readable program code of the Software (excluding Object Code).

1.35 Object Code: Programming code (binary code) that is not Source Code.

1.36 Partner: A company that is familiar with the installation of the Software and that installs it on behalf of the Licensee.

1.37 Delivery of the Software: The provision by the Licensor of the right to use the Software to the Partner or to the Licensee, with a view to the installation.

1.38 Delivery of the Maintenance: The Licensor making the Maintenance available via the Website.

1.39 Services: the services to be provided by the Licensor as described in the Agreement, including Delivery of the Software and Delivery of the Maintenance.

1.40 Third Party Services: Services developed by a company other than the Licensor that are linked to the Software via a Cicero API.

1.41 System Requirements: The minimum requirements imposed on the hardware and Software Developed by Third Parties in order to properly use the Software.

1.42 Acceptance: The acceptance by the Licensee of the agreement between the delivered Software, Maintenance, or Service and the Quotation.

1.43 Conversion: Transfer of the Data, originally stored via Third Party Developed Software, for use in the Software developed by the Licensor.

1.44 Test Conversion: Test carried out by the Licensee in which his Data is entered into the Software and, subject to a positive result, precedes the actual Conversion.

1.45 Conversion conditions: Description of the characteristics of the Data to be provided by the Licensee (format, fields, number of characters, etc.) with a view to carrying out a Test Conversion by the Licensor.

1.46 Conversion Report: Report from the Licensor to the Licensee regarding the results of the Test Conversion, on the basis of which the Licensee decides to proceed with the actual Conversion.

1.47 Confidential Information: The confidential information concerning the Licensee or the Licensor, including (a) information that is designated in writing as confidential, (b) information that is not generally known, (c) information that has not been made generally accessible by the Party to which the information relates to and/or from which the information originates, and (d) information the confidential nature of which must be assumed to be known. Personal data provided by the Licensee to the Licensor must be considered confidential.

1.48 Electronic File: The electronic file as possibly introduced by the government.

1.49 View Only: The mere consultation of the Data stored via the Software, without the possibility of modifying, adding, deleting or printing the Data.

1.50 Days: The days on which the Licensor works, being Monday to Friday, with the exception of official holidays.

1.51 Law: The legislation applicable to the Agreement, including the GDPR and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

2. General

2.1. The documents constituting the Agreement have the following order:

   • First the General Terms and Conditions,

   • then the Processing Agreement, and

   • finally, the other appendices.

   In case of conflict between the above documents, the document with the highest priority will take precedence.

2.2. These General Terms and Conditions govern the rights and obligations between the Parties fixed at lay bee a) It provide by An right of use on the Software, b) providing Maintenance c) providing training, d) providing Support and e) carrying out a Conversion and downloading Data upon termination of the Agreement.

2.3. Only these General Terms and Conditions apply to the Agreements. By checking the box 'I agree with the general terms and conditions' when placing a (Additional) Order, the Licensee accepts these General Terms and Conditions and expressly waives the applicability of its own general (and special) terms and conditions. The Agreement is concluded at the time specified in Article 7.1.

2.4. Clauses in the Agreement that deviate from the General Terms and Conditions are only binding if agreed in writing and are limited to the relevant case.

2.5. If the Licensor does not require strict compliance with these General Terms and Conditions, this will not result in the Licensor losing the right to require strict compliance in future cases, whether or not similar.

2.6. The Licensor reserves the right to change the General Terms and Conditions in whole or in part from time to time. The Licensor will publish this on its Website and inform its Licensees of this by email before the updated General Terms and Conditions come into effect. If the Licensee does not agree to the proposed changes, he or she may terminate the Agreement free of charge in accordance with the General Terms and Conditions. In the absence of notice of termination within 30 days of notification, the Licensee is deemed to have accepted the updated General Terms and Conditions.

2.7. Licensee acknowledges that the Agreement supersedes and nullifies all previous oral or written proposals or commitments each   other communication between the Parties.

3. **Quotation**

3.1 All offers or quotations in the Quotation are without obligation and revocable.

3.2 Delivery times are determined by the Licensor to the best of its knowledge and are observed as much as possible. If the delivery times are not respected due to circumstances beyond the control of the Licensor, the Licensee cannot claim any right to compensation, reimbursement or discount.

3.3 Every Order must be expressly accepted in writing by the Licensor. The Licensor may at any time accept or reject an Order at its sole discretion.

3.4 After acceptance by the Licensor, it transfers the Log-in Data per User to the Licensee.

4. **Additional Orders**

4.1. The Licensee must place additional orders via the Website or by e-mail to the address stated on the Website. As with Orders, Additional Orders must be expressly accepted in writing by Licensor. The Licensor may accept or reject an Additional Order at any time in its sole discretion. After acceptance by the Licensor, this Additional Order will form an appendix to the Agreement.

4.2. In the event that the Licensee requests a reduction in the number of Users and/or modules, it will expressly indicate which specific Users and/or modules must be removed. If the Licensee does not comply with the obligation to specify, the Licensee will continue to owe the monthly fee for these Users and/or modules.

5. **Right of use**

5.1. When the Agreement enters into force, Licensor grants to Licensee a non-exclusive, non-transferable and non-sublicensable right to use the Software during the term of the Agreement for Licensee's internal business operations, for the number of Users and modules as included in the Agreement, as well as for any Additional Orders placed during the term of the Agreement.

5.2. The Licensee will not allow the Software to be used by or for the benefit of any other (legal) person other than the Licensee and its Employees. The Licensee may not use, reverse engineer, relicense or sublicense the Software in an unlawful, illegal, fraudulent or harmful manner or allow it to be used by anyone other than its Users, nor use the Software for Third Party training, commercial (time-sharing) use, rental or use by a service provider.

5.3. The Licensee is expressly not permitted to use the Software for or by more Users than the number stated in the Agreement. However, if a Licensee has a license for the 'accounting' module, he does have the option to keep multiple accounts in one and the same Database for the benefit of

Users of the Licensees. The Licensee is and remains responsible for the use of the Software by these Accounting Partners in accordance with these General Terms and Conditions.

6. Prices, invoicing and payments

6.1 All prices and other rates applied are exclusive of VAT and exclusive of any other taxes, levies, import levies, surcharges, fees and levies of any nature that may now or in the future be imposed by a government agency, tax authority or other authority, and which may in the meantime are adjusted in accordance with applicable changes to these levies from the government, tax authorities or otherwise. Payments must be made in full, free and without deductions from or on account of such taxes, levies, import duties, surcharges, fees and deductions, unless required by law. If Licensee is required by law to withhold, Licensee will pay to Licensor such additional amounts as are necessary to ensure that Licensor receives the full amount that Licensor would have received in the absence of withholding. Payment of such deductions to the authorities is the responsibility of the Licensee.

6.2 The Licensee owes the Licensor compensation under the Agreement. Regardless of whether the Licensee actually uses the Services, the fee remains due from the effective date of the Agreement. All fees payable under this Agreement are separate from any applicable fees for consultancy services, which will be billed separately. Additional Orders placed by Licensee during the term of this Agreement will be invoiced pro rata from the time of actual confirmation and processing of the Additional Order. In the event of a request to reduce the number of Users, a lower fee will only be charged from the month following this request.

6.3 The Licensor may adjust the fees referred to in this Article 6 annually. The Licensor uses the following formula:

$$P = P0 (0.2 + 0.8 \ X1/X0)$$

Of

- P = the revised amount

- $P0$ = the basic amount

- $X1$ = the national reference wage costs of the month of December prior to the revision as published by Agoria (Digital);

- $X0$ = the national reference labor costs in December preceding the year of entry into force of the Agreement as published by Agoria (Digital).

6.4 In principle, fees are always paid in advance by the Licensee, unless the Parties expressly agree otherwise.

6.5 Invoicing for training takes place after the training, without prejudice to the right of the Licensor to request an advance equal to part or all of the price of the training.

6.6 40% of the Conversion will be invoiced upon signing the Quotation. The remaining 60% will be invoiced at the time of submitting the Conversion Report.

6.7 Unless otherwise agreed, payment is made by monthly direct debit. If monthly direct debit is not possible, the invoiced amount must be transferred.

6.8 All invoices must be paid within 14 calendar days of the invoice date. If payment is not made within this period, the Licensor will inform the Licensee thereof and request the Licensor to make the payment due without delay. The Licensor has the right to require advance payment, cash payment and/or security for payment from the Licensee.

6.9 If full payment is not made, the Licensor will be entitled to limit the functionality of the Software to View Only and to suspend Maintenance and the Licensor will again request the Licensee to make the payment due without delay.

6.10 If full payment is not made, the Licensor will be entitled to block access to the Software.

6.11 Each payment request will be charged by the Licensor to the Licensee at €10 plus shipping costs.

6.12 In the event of failure to pay within a period of 30 calendar days from the invoice date, all overdue, unpaid amounts will be subject to a damages clause of 12% (with a minimum of €125) and late payment interest at the statutory interest rate, by operation of law and without notice of default. stipulated in the Act of 2 August 2002 on combating late payment in commercial transactions, without prejudice to the right of the Licensor to prove higher damages.

6.13 Compensation due to claims of the Licensee against the Licensor is excluded and prohibited.

6.14 Licensee will provide the Licensor with all relevant and correct information, including but not limited to his full name, address and payment details, as well as VAT-relevant information, and will immediately report any changes to these details to the Licensor in writing. If the Licensee fails to do so and does not cooperate or provides unclear information, the resulting consequences will be at the expense and risk of the Licensee.

7. Duration and end by the Agreement

7.1. The Agreement commences at the time an Order is accepted in writing by the Licensor by way of confirmation by email and is valid for a period of one (1) month. The term of the Agreement will not be changed by the placing of Additional Orders by the Licensee.

7.2. Upon expiry of this period, this Agreement will in principle be tacitly renewed for a period of one (1) month and under the same conditions, unless one of the Parties has given notice of termination.

7.3. The Agreement can only be terminated by the Parties with due observance of a notice period of one (1) month.

7.4. The Parties may terminate the Agreement without further liability at any time with immediate effect and without judicial intervention by notification by means of (electronic) communication to the other Party, if:

(a) does not (properly) fulfill one of its obligations under the Agreement complies and, after written communication Through the other Party, does not remedy this negligence or non-compliance within 14 days after that notification; or

(b) files for bankruptcy or bankruptcy is filed against him, which one request not inside 30 to dawn is becoming withdrawn, a curator is becoming designated to are assets or business at to manage, informs the other Party that it is no longer able to meet its payment obligations or when the other Party must conclude from the circumstances that the Party can no longer meet its payment obligations, is dissolved, is granted, is liquidated or its ongoing business activities strike.

7.5. The termination by notice of the Agreement does not release the Licensee from any pre-existing obligations to pay fees or other amounts due to the Licensor, nor does it entitle the Licensee to any refund of fees or other amounts paid hereunder.

7.6. Until the last day of the Agreement, the Licensee can download its Data exclusively in Microsoft Excel files (for example with a view to possible reuse of this Data in another software package) and in the layout and structure as determined by the Licensor. These Microsoft Excel files only contain the tables that were filled in by the Licensee with Data.

7.7. If a User wishes to become a Licensee himself, the Licensor will provide the User with a new Quotation and, after conclusion of the Agreement, a Test Conversion will be started as soon as the original Licensee has given his consent.

7.8. For a period of one (1) month following the termination of the Agreement, the Licensee will only have access to the Software and its Data in View Only mode.

7.9. Up to three (3) months after the termination of the Agreement, the Licensee may request the Licensor to reactivate the Agreement. Licensor is under no obligation to comply with this request, and any reactivation will not be effective until payment of the reactivation fee has been received by Licensor. After reactivation, the Licensee will again have insight into his Data as it was stored in the Software before the cancellation by the Licensee, if and when that Data is still easily available from the Licensor and can be provided to the Licensee. Licensee hereby consents to Licensor to (i) retain its Data for the period of three (3) months following the termination of the Agreement, and (ii) destroy the Data upon expiration of that three (3) month period .

8. Software and Maintenance by the Software

8.1. Log-in procedure:

8.1.1. The Licensee and its Users have access to the Software through the Log-In Data.

8.1.2. Each individual User has his own Log-In Data and these may not be shared with anyone.

8.1.3. The Licensee undertakes to prevent unauthorized access to or use of the Software or any (threatening) breach of security and, in such case, to immediately notify the Licensor in writing. The Licensee, together with the User, will immediately take all appropriate measures and follow the instructions of the Licensor. The User must change his/her password immediately. If the affected User does not demonstrate that he has immediately taken the necessary measures to change the password, the Licensor reserves the right, without prior notice, to (temporarily) block or disable access to the Software or to limit its use for the affected User. User insofar as this is reasonably necessary from time to time.

8.1.4. With a view to security, the Licensee undertakes to periodically change the Log-In Data and to systematically use Multi-factor Authentication

8.2. Software Availability:

8.2.1. Licensor will use commercially reasonable efforts to ensure optimal availability and access to the Software for Licensee. The applicability of any service level agreement must be expressly agreed. The Licensor uses the Third Party Developed Software Microsoft Azure Cloud Computing Platform for the Software and the Licensee accepts that the Licensor has no obligation other than that this supplier owes to the Licensor.

8.2.2. Notwithstanding Article 8.1.1, the Licensor may, without prior notice and without any right to damages, (temporarily) block or disable access to the Software or limit the use thereof to the extent reasonably necessary from time to time to preventive or regular maintenance or upgrade work to carry out, in the event of an actual or suspected security breach and/or in case by An other emergency. The Licensor will inform the Licensee as soon as possible about the temporary unavailability or limited use of the Software, if this will reasonably have a material impact on the Licensee's business operations. In the event of an emergency that requires the Software to be taken offline with immediate effect or the use of the Software to be restricted, Licensor will notify Licensee as soon as reasonably possible.

8.3. Method of use:

8.3.1. The Licensee guarantees that the Users use the Software only for professional purposes in accordance with the Agreement, the Documentation, and applicable laws and regulations and that they do not use the Licensor's Services for any action(s) and/or or conduct that exposes the Licensor to negative publicity. The Licensee is ultimately responsible for all information that Users add or change in the Software.

8.3.2. The Licensee and its Users are not permitted to

(a) use the Services for any illegal or unlawful purpose or infringing any intellectual property rights belonging to Third Parties;

(b) (attempt to) use the Services in a manner that disrupts the provision of the Services for Third Parties;

(c) (attempt to) access any part of the Services to which the Licensee is not authorized;

(d) access or attempt to access any part of the Services by automated means (for example via a "scrape", "crawl" or "spider");

(e) use or access, store, distribute, upload or transmit any virus, Trojan horse, worm or any other electronic infection or device;

(f) use any form of automated integration other than automated integration through the APIs (application programming interface) that Licensor provides;

(g) reverse engineer, decompile, reverse engineer, copy, distribute, disseminate, sublicense the Software (including the Database, new versions and the Documentation) or other code or script comprising or accessible through the Services or Website to grant, modify, translate, scan, adapt or otherwise modify and/or reproduce, or create works based on the Software, without the express prior written consent of the Licensor; and/or

(h) (attempt to) directly or indirectly disrupt the functioning of the infrastructure of the Licensor or of Third Parties or any part thereof or connections between them.

8.3.3. The Licensor provides its Services based on its fair use policy. This means that the Licensor in principle does not impose any restrictions on the nature and extent of the Licensee's use of the Services, other than as intended in these Terms and Conditions. The Licensor offers the Services for an amount of information stored by it and the extent of data transport it realizes, as can be expected on average from a law firm or legal department of a company. The Licensor reserves the right to conduct an audit if there is suspicion of excessive use - use that significantly exceeds the average use of a similar Licensee - and to take measures if necessary. Licensee shall take immediate action to eliminate the above excessive loading upon initial notification by Licensor. The Licensor has the right to suspend the Services in the event of (suspected) permanent excessive load. The Licensor may charge the Licensee the costs associated with this audit and/or excessive tax at the then applicable prices and rates. Excessive load also includes: excessive use of processing, memory, network, disk and storage capacity, as well as excessive use of support services and management services.

8.3.4. The Licensee is responsible for the functioning of its hardware and software, configuration, peripheral equipment and internet connections required for the use of the Services. The Licensee guarantees that the equipment and software used for the Services meets the System Requirements. The Licensee is responsible for taking the necessary measures to protect its equipment, software, Log-In Data and telecommunications and internet connections against viruses, computer crime and unlawful use by Third Parties.

8.3.5. In the event that the Licensor, at its sole discretion, believes that the undisturbed operation of the Licensor's infrastructure and/or the services provided to the Licensor's Licensees is at risk due to, for example, but not limited to, virus infections, denial of service attacks, port scans, hacking, spam from or on behalf of a Licensee, or otherwise, the Licensor may give instructions that the Licensee must immediately follow, and the Licensor has the right to suspend the service in whole or in part as long as the relevant danger exists . If the Licensee does not immediately follow the instructions, the Licensee will be in default without notice of default.

8.3.6. In the event that there is a suspicion that the Licensee is violating the rules of use in these General Terms and Conditions or the Agreement, the Licensor may conduct an audit to determine whether the Licensee complies with the terms of the Agreement, provided that this audit is carried out during normal business hours and in such a way that the business activities of the Licensee are not unreasonably hindered. This check will be carried out by an expert selected and engaged by the Licensor. The Licensee is obliged to provide this expert with the information, support and access to its buildings and systems that is reasonably necessary to enable the expert to properly

conduct his or her audit. Such expert shall provide a summary note demonstrating his or her findings regarding the audit of the reports issued by Licensee and Licensee's compliance with the Agreement, but in no event shall the expert provide Licensor with information other than that provided to him or comes to her attention during the audit. The costs of this inspection will be borne by the Licensor, unless the inspection shows that the Licensee is not complying with the terms of the Agreement, in which case the costs will be borne by the Licensee.

8.3.7. For any form of misuse or other improper use of the Software or many other violations of the Agreement, or in the event of a serious suspicion thereof, the Licensor may in all reasonableness and with immediate effect:

(a) order the Licensee to temporarily or permanently remove all problematic Data from equipment, systems and/or (in the case of hosting) the servers of the Licensee; and/or

(b) temporarily or permanently restrict or block Licensee's access to the Software or use of the Software;

(c) discontinue or suspend its services in whole or in part;

(d) terminate the Agreement by notice,

all without prejudice to Licensee's obligation to pay the remaining fees and without Licensor being obliged to pay Licensee any damages or other compensation.

8.4. Expansion of the number of Users: The number of Users may be increased extensive Through for every User that one men want add to purchase a separate right of use.

8.5. Unlawful use by Third Parties (illegal copies): The Licensee is not permitted to rent, lease, sell, transfer, provide security for or have the Software (including new versions and documentation) used by Third Parties, without the prior consent of the Licensor. Permission to transfer will only be given by signing a transfer agreement, in the context of the cessation of the activity by the Licensee and after payment of all outstanding debts by the Licensee and after payment of the first invoice by the transferee. Without prejudice to the right of the Licensor to prove higher damages and to demand the cessation of the unlawful use, the Licensee who would nevertheless make the Software (including the new versions and the documentation) available to a third party unlawfully or without permission , pay a minimum compensation of ten times the amount of the annual maintenance fee for the Software, with a minimum of 25,000 euros and without prejudice to the right of the Licensor to prove higher damages. The Licensee accepts that this compensation is fair, taking into account the enormous effort made by the Licensor in its development and commercialization.

8.6. Mandatory nature of the Maintenance: To ensure the proper functioning of the Software and its new versions, the Licensee is obliged to purchase and install Maintenance of the Software from the Licensor.

8.7. Scope of the Maintenance: The Software is standard software and not custom software. The original functionalities of the Software - as provided in the original version and any subsequent changes thereto in the context of Renewal Maintenance - are therefore developed for the largest possible number of similar Users. The Licensee has had the opportunity to view and test the Software prior to concluding this Agreement and accepts its suitability for the exercise of its activity. The Maintenance of the Software is intended to guarantee and/or improve its operation during the period of the Licensee's right of use through preventive, corrective or adaptive maintenance and to be able to use the new functionalities of the Software. that may be developed by the Licensor (Renewal Maintenance).

8.8. New versions of the Software (Renewal Maintenance): The Licensor strives - but is not obliged - to renew the Software, based on the development of the market and the needs of the average User.

8.9. Cases excluded from Maintenance: Maintenance will not be carried out for the following matters:

(a) repair forced Through incorrect, improper or unauthorized use;

(b)   repair of data files;

(c)   repair, (re)installation of software and hardware not supplied and installed by the Licensor;

(d)   repairs necessitated by viruses, accidents, fire, natural disasters, electricity failures and in general any cause external to the supplied Software (including new versions and documentation);

(e)   consumable products such as ink, paper, storage media;

(f)   licenses for Third Party Services.

9. Training

9.1.   The Licensor takes care of an initial training of 4 hours for the Users via e-learning.

9.2.   The initial training is only open to the Licensee and its Users and is focused on An *elementary* knowledge transfer by the functional operation of the delivered Software, based on standard Cicero documents. The Licensee will ensure that its participants have a thorough knowledge of its activity, its IT infrastructure, Microsoft 365 and accounting (if applicable).

9.3.   In addition to the initial training, the Licensor provides additional webinars and tutorials that the User must follow to enable proper use of the Software.

10. Support

10.1. For the duration of the Agreement, the Licensee is entitled to Support for the use and functionality of the Licensor's Software. Only a User may request Support.

10.2. In the event of questions about or problems with the use of the Software, the Licensee will initially rely on the accompanying Documentation and the training offered. If the answer to the question asked by the Licensee or the solution to the defect alleged by the Licensee is already available in the Documentation, the Licensor reserves the right to refer only to this Documentation.

10.3. Only in the event that the Documentation does not provide an adequate answer to the Licensee's questions and/or does not provide a solution to a defect, the Licensee will contact the Licensor's support department. The Licensee can reach the support department by e-mail or by telephone (see articles 1.26 and 1.27 of these Terms).

10.4. To keep response times to a minimum and before contacting the Licensor's support department, the Licensee provides a very accurate description of her question. The Licensee agrees that in the context of providing Support, the Licensor may need to view its Data.

10.5. For Non-blocking Defects of the Software, the Licensor will provide a solution in a subsequent version of the Software as part of the Maintenance of the Software. If Blocking Defects occur, the Licensor will offer a solution within five (5) Days after their discovery, as part of the Maintenance of the Software. If the problem is so complex that a solution within this period is not reasonably possible, the Licensor will offer a "work-around" in order to offer the Licensee the opportunity to continue working.

10.6. Support does not include:

(a)   services relating to system configurations, hardware and networks;

(b)   structural work such as defining layouts, overviews, annual reports, layout of charts of accounts, accounting issues, import definitions and links with Software Developed by Third Parties;

(c)   on-site support;

(d) expanding the functionality of the Software at the request of the Licensee;

(e) converting files and/or importing backup files;

(f) services with regard to external databases from producers other than those of the Licensor;

(g) configuration, training or other Services not expressly described in the Agreement;

(h) support for operating and other software from manufacturers other than the Licensor, which also includes Third Party Developed Software that can be started from the Software or third party connections to Third Party websites;

(i) file repairs, where the cause cannot be attributed to the Software;

(j) providing newly available products;

(k) support for the internet connection;

(l) support in an environment that is not supported according to the System Requirements.

10.7. The Licensee may submit suggestions for changes or renewals. This can only be done via the Website.

11. Data

11.1. The Licensee is solely responsible and liable for the content and accuracy of the Data. Licensee's compliance with all applicable laws and regulations relating to the preparation, retention and disposition of (computer-generated) data in any jurisdiction where Licensee uses the Software or transmits the Data using the Software is solely the responsibility of the Licensee. The Licensor is not subject to a statutory retention period for the Licensee Data.

11.2. Licensor warrants that the Data is, to the extent commercially and reasonably practicable, protected against loss, damage or destruction; however, Licensor cannot guarantee that loss, damage or destruction of Data will not occur. Licensor continuously makes backup copies of the Data solely for the purposes of data recovery by Licensor for use of the Data so recovered within the Software and without such backup being downloadable by or transferable to Licensee. The Licensee knows and accepts that this restriction is based on the legitimate protection of the intellectual property rights of the Licensor.

12. Conversion by data to the Software

12.1. Conversion Conditions: If the Quotation provides for a out at feed Conversion of the Licensee Data stranger software, then shall the Licensor before to installation and Conversion about at turn on the Licensee the Conversion terms communicate to which the Data must comply.

12.2. Test Conversion and Conversion Report: The Licensor will – after notification of the Data by the Licensee in accordance with the Conversion Conditions – carry out a Test Conversion, after which it will transmit a Conversion Report to the Licensee for acceptance, after which the latter will be given the opportunity to use the thus converted Data in a test environment. to check. In the absence of comments within 14 Days after the Test Conversion, the Licensee is deemed to have accepted the Test Conversion.

Only after acceptance of the Conversion Report and the Test Conversion by the Licensee, the Licensee is allowed to edit the Test Conversion Data.

If the Licensee It Conversion report not approves or if a Conversion proves to be technically impossible in the opinion of the Licensor at are, than shall single the ter provision by It right of use the Software take place .

12.3. Security measures: Licensee will ensure that the original Data to be converted is retained for at least six (6) months after the final Conversion.

13. Hardware and security

13.1. The Licensee will ensure that the installation, maintenance and possible updating of the hardware takes place in a timely manner in accordance with the minimum System Requirements, as they will apply to the Software and any new versions thereof.

13.2. The Licensee is obliged to secure its hardware and software both externally (access) and internally (personal passwords, virus software, spam software).

13.3. The Licensor continuously has security tests performed on the cloud platform of the Software to comply with the OWASP standard.

13.4. All communication takes place via an SSL certificate.

14. Provisions specific to the profession of the Licensee

The Services provided by the Licensor are an administrative tool to the good and efficient professional practice by the Licensee. Under no circumstances may the Licensee assume that this will replace his professional knowledge or the necessary further training. The text models, calculation methods, ...that the Licensor supplies, apply only as non-binding documentation. As soon as the competent authority has provided for the standardization of an Electronic File, it will be completed, stored and transferred under the exclusive responsibility of the Licensee.

15. Software Developed By means of Third parties

To ensure proper functioning of the software is the purchase and the use of software not developed by the Licensor is necessary, such as operating software (for example: MS Windows), office applications (Microsoft 365). The Licensee undertakes to acquire its own right to use this software, to master its use and update the versions - when requested by the Licensor – and if necessary to update hardware to this.

16. Processing of Personal Data

16.1. The Licensor processes Personal Data of the Licensee in the context of the Agreement. The Licensor should therefore be considered as a 'processor' and the Licensee as a 'controller' in accordance with Regulation (EU) 2016/679 (GDPR).

16.2. Both the Licensor and Licensee will comply with the obligations arising from the GDPR. The parties enter into a separate processing agreement that regulates their rights and obligations. This processing agreement is attached to these General Terms and Conditions.

17. Recruitment

Unless expressly agreed with Licensor, the Licensee will refrain from hiring Employees of the Licensor or other parties during and for a period of three (3) years after the termination of the Agreement. the Licensor involved persons in to enlist, as well to induce or attempt to induce Licensees, Users, licensors or persons, agencies, companies or other relations who do or have done business with the Licensor to terminate their contacts with the Licensor in whole or in part.

18. Transfer

Without the prior written consent of the Licensor, the Licensee is not permitted to transfer the Agreement or one or more of its rights and/or obligations under the Agreement.

19. Confidentiality

19.1. Each Party will, during the term of the Agreement and for ten (10) years after its termination, keep Confidential Information regarding the other Side not public to make or to use for a purpose other than that for which the Confidential Information was obtained and/or as may reasonably be necessary to enable that Party to fulfill its obligations and exercise its rights.

19.2. Each Party will take all reasonable precautions to comply with its confidentiality obligations and guarantee that their (former) Employees and third parties engaged will comply with these. None of the provisions contained in this article impose any restrictions on the receiving Party with regard to information or data - whether or not identical or similar to the information or data contained in the Confidential Information - if that information or data:

(a) were already the lawful possession of the receiving Party before they were acquired from the Party concerned;

(b) have been independently developed by the receiving Party without using information or data from the Party concerned;

(c) are or become generally known or are made generally accessible, other than through an act or omission of the receiving Party; or

(d) be disclosed to the receiving Party by a Third Party, without breaching an obligation of confidentiality towards the Party concerned.

19.3. The confidentiality obligations under this article do not apply to the extent that Confidential Information of the other Party must be made public pursuant to the law, a regulation or a court order or by decision of a government agency, provided that the Party makes every effort to ensure that the extent of that mandatory disclosure. If permitted, one Party will inform the other of this disclosure obligation.

20. Liability

20.1. All commitments by the Licensor his best efforts.

20.2. The Licensee acknowledges and accepts that the Software can never be perfect or 100% free from defects and that not all defects can and therefore will become restored. If the contractual or the extra-contractual liability by the Licensor anyway in It jostling was allowed come, her intervention will be arranged as follows:

20.3. The Licensor can never be held liable for compensation

(a) indirect or unforeseeable damage;

(b) non-material damage or consequential damages, such as, but not limited to, loss of Data, lost profits of the Licensee, personnel costs, attorneys' fees or any claim from a Third Party;

(c) damage if and to the extent that it did not exist (or not for the amount claimed) as a result of negligence or a conscious decision or action of the Licensee;

(d) damage if and to the extent that the Licensee has a right of action against Third Parties (whether legally or on the basis of an insurance policy or other agreement) and there has also been effective compensation by this Third Party or if and to the extent that the Licensee would have had a right of action but would not have exercised it;

(e) damage caused by defects in Software Developed by Third Parties, even if this software was purchased through it;

(f) damage caused by Third Party Services ;

(g)　damage related to the Software being temporarily unavailable, incorrect or not fully available;

(h)　damage in connection with the (non) functioning of software of the Licensee or Software Developed by Third Parties, of the equipment of the Licensee, the Licensor or Third Parties, or of internet connections of the Licensee, Licensor, or Third Parties;

(i)　damage in connection with the incorrect, incomplete or untimely sending or receiving of Data or Documents placed with the Licensor via the Software.

20.4. In all cases, a series of related events will be regarded as a single event for the purposes of these limitations or exclusions.

20.5. The liability of the Licensor due to attributable shortcomings in the compliance by the Agreement of the Licensee arises in all fallen only if the Licensee the Licensor in a timely manner and elaborate in lack has stated, whereby An reasonable term (minimum 30 calendar days) until recovery by the shortcoming is becoming stated, and the Licensor after that period continues to culpably fail to fulfill its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible so that the Licensor is able to respond adequately.

20.6. The compensation to which the Parties are obliged can be, can in no case the amounts at above to go that one the Licensee must pay for one year's right of use fee of the Software. This also applies if the Licensor and a Third Party are both partially liable and the Licensor can be held jointly and severally liable by the Licensee.

20.7. The Licensee acknowledges and accepts that the price by the Services of the Licensor has been determined in accordance with the limitations or exclusions of liability referred to in this article.

20.8. The above limitations or exclusions of liability do not apply where prohibited by law, such as in the case of fraud, willful misconduct or gross negligence, nor are these limitations or exclusions intended to exclude liability for death or personal injury caused by negligence in any way whatsoever. limit or exclude.

20.9. All claims to compensation lasts the Licensor after the expiry of a period of three (3) years following the invoice date of the Software, Maintenance, Support or Conversion to which the complaint relates.

21. <u>Intellectual property</u>

21.1. All Data remains the exclusive property of Licensee. Licensee grants Licensor a personal, limited and royalty-free license to the Data for the performance of its obligations under this Agreement. All copyrights, patent rights, trade name rights, trademark rights, database rights, design rights, rights relating to Confidential Information and trade secrets and other intellectual and industrial property rights, whether registered or not, and all similar rights to protect (information relating to) the Website, Software and Documentation, as well as the idea, methods of invention, concept, know-how and the like are the exclusive property of the Licensor, its licensor(s), the licensor of hardware or databases, without this list being limiting. Nothing in this Agreement extends to the full or partial transfer of the aforementioned rights.

21.2. The Licensee is not permitted to make any indication by intellectual or industrial property rights at change, to remove or make unrecognizable. In the event that Licensee makes any modifications to or creates derivative works of the Software, Licensor will become owner by assignment of all (intellectual property) rights, titles and interests in and to such modified or derivative works. Licensee hereby assigns each and every such right, title and interest exclusively and irrevocably to Licensor without charge. Licensee may not use or register any trademark, design, logo or domain name of the Licensor or any similar name or sign in any jurisdiction. Any use of Licensor's marks and other intellectual property and any goodwill resulting from such use will inure to the benefit of Licensor.

21.3. Licensor will defend Licensee against any action brought against Licensee to the extent it is based on a claim whereby the Software was used in accordance with the Agreement and the Documentation, where a patent, copyright or trade secret of Third parties that are valid and

enforceable in the jurisdiction applicable to the Agreement. The Licensor indemnifies the Licensee against any liability for costs or damages finally awarded by a court as a result of such claim or arising from the settlement thereof, provided that the Licensee:

(a) immediately notify the Licensor in writing of any such action (and any prior claims in connection with such action) when it becomes aware of it;

(b) the legal action concerns the rights of a Third Party in a country that is party to the Berne Convention;

(c) fully cooperate with Licensor in any reasonable manner at Licensor's expense to facilitate the defense and settlement of any such action;

(d) allows the Licensor to defend the relevant claim at its own discretion and to negotiate and reach a settlement thereof, provided that the Licensee provides all relevant information and other cooperation to the Licensor upon Licensor's first request.

21.4. If a judicial ban on the Licensee's use of the Software has been imposed due to an infringing act referred to in the previous paragraph, or if, in the opinion of the Licensor, the chance consists that the Software It subject shall are of a successful claim for infringement, then Licensor shall have the right, at its sole option and expense

(a) to obtain the right for Licensee to continue using the Software as provided in the Agreement;

(b) replace or modify the Software in such a way that it is no longer infringing, provided that its functionality remains essentially unchanged; or

(c) if the previous options (a) and (b) are not reasonably feasible, to terminate the Agreement.

21.5. Without prejudice to this article, the Licensor is not liable to the Licensee to the extent that a claim is based on:

(a) use of the Software in connection with data, equipment or software not supplied by Licensor, where the Software by itself would not be infringing or otherwise the subject of the claim;

(b) incorrect or unauthorized use of the Software or use in a manner not described in the Documentation;

(c) use of the Software by or on behalf of the Licensee in violation of the Agreement and the Documentation;

(d) a modification to the Software made by a (legal) person other than the Licensor; or

(e) the Licensor's compliance with express instructions from the Licensee.

Licensee will indemnify, defend and hold harmless Licensor against any claims brought directly against Licensor as set forth in paragraphs (a) through (e).

21.6. Licensee acknowledges and agrees that Licensor's full and exclusive liability for infringement of patents, copyrights, trademarks or other intellectual property rights is as provided in this article.

22 . Force majeure

22.1. In these Terms and Conditions, force majeure is defined as any circumstance not attributable to the Licensor's subjective fault, which makes it impossible or practically too difficult for the Licensor to fulfill all or part of its obligations. Examples of circumstances falling under force majeure are war conditions, riots, fire, floods, natural disasters, strikes, armed robberies, attacks, interruption of telecommunications connections, viruses, errors or delays attributable to other software producers or to Third Parties or by any other events related to a case. can be equated with force majeure.

22.2. In the event of force majeure, the Licensor is entitled to suspend the fulfillment of its obligations or part thereof and the Licensee cannot claim fulfillment or compensation. If the period of force majeure lasts longer than three (3) months, each Party is entitled to terminate the Agreement in whole or in part without being liable for compensation, on the understanding that the Licensor is always entitled to a proportionate share of the compensation if it has partially fulfilled its obligations before or after the occurrence of the force majeure.

23. Miscellaneous

23.1. Choice of place of residence: The Licensee chooses place of residence at the address stated in the Quotation, unless he notifies the Licensor of his change of address in writing. Where appropriate, the amendment will be deemed to take effect five (5) days after the aforementioned letter has been sent.

23.2. Effect over time: The termination of this Agreement and the subsequent obligations, regardless the cause of it and the retroactive The force to which it is entitled does not release the Parties from the agreements they have made with regard to the consequences of the termination of the Agreement and the subsequent obligations.

23.3. Nullity: If it were to be held that one or more or all obligations entered into under this Agreement would be wholly or partly invalid, void or unenforceable, this will not affect the other clauses or provisions of this Agreement, or the remaining parts of clauses or provisions. Where appropriate, the Parties will enter into discussions with each other to: the invalid, puny or unenforceable commitment both qua content, as qua intention at replace Through An lawful, valid and enforceable obligation, which is as close as possible to the legal consequences that one Through the void stated clause and/or section of clauses would have been created.

23.4. Waiver: Delay or failure by the Licensor to assert any rights against the Licensee under the Agreement or Terms will not constitute a waiver of rights. A Party will only be deemed to have waived any of the rights arising from this Agreement if this waiver was made in writing.

23.5. The Agreement constitutes the entire understanding between the Parties and supersedes all prior and/or contemporaneous written and oral negotiations, understandings and agreements between the Parties with respect to the subject matter hereof.

23.6. Communication: Communication between Parties generally takes place via e-mail. E-mails are deemed to have been received on the day of sending, unless the opposite can be proven by the other Party.

24. Applicable right and competent court

Except where mandatory law provisions dictate otherwise, all disputes, disagreements or claims resulting out or relating to this Agreement, or the non-performance, termination or invalidity thereof, shall be subject exclusively to Belgian law and shall be submitted exclusively to the courts of the judicial district in which the Licensor's registered office is located.

Processing agreement

This processing agreement applies to all forms of processing of personal data that INFORMA EUROPE BV, with registered office at 1785 Brussegem (Belgium), Nieuwelaan 111, and registered in the Crossroads Bank for Enterprises under number BE0425259876, (hereinafter referred to as: INFORMA Europe) carries out. for the benefit of a counterparty to whom it provides services (hereinafter: Controller).

INFORMA EUROPE and the Controller are hereinafter jointly referred to as the " **Parties** " and individually as a " **Party** ".

DEFINITIONS

Governing Legislation : the General Data Protection Regulation (GDPR), the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data (as amended) (hereinafter 'the Act of 8 December 1992') and the other relevant applicable legal regulations.

Personal data : any information relating to an identified or identifiable natural person (hereinafter referred to as the ' **Data Subject** '); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person.

Processing : an operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not carried out by automated processes, such as collection, recording, organization, structuring, storage, updating or modification, retrieval, consultation, use, provision by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of data.

Controller : a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, this may provide for the controller or the criteria according to which he or she is to be designated.

Processor : a natural or legal person, a public authority, an agency or another body that processes Personal Data on behalf of the Controller.

Sub-processor: a natural person or legal entity engaged by the Processor to process Personal Data in accordance with its instructions, the terms of this Processing Agreement and the terms of a written sub-processing agreement;

Recipient : a natural or legal person, a public authority, an agency or another body, whether or not a third party, to whom the Personal Data are provided. However, public authorities which may receive Personal Data in the context of a special investigation in accordance with EU or Member State law shall not be regarded as Recipients; the processing of those data by those public authorities is in accordance with the data protection rules applicable to the relevant processing purpose.

Third party : a natural or legal person, public authority, agency or other body, other than the Data Subject, the Controller, the Processor, nor the persons authorized under the direct authority of the Controller or the Processor to process the Personal Data process.

Consent of the Data Subject : any freely given, specific, informed and unambiguous expression of wishes by which the Data Subject, by means of a statement or an unambiguous affirmative action, accepts the Processing of his Personal Data.

Personal Data Breach : A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any data transmitted, stored or otherwise processed.

WHEREAS

- INFORMA EUROPE is active in automating law firms and legal departments. More specifically, INFORMA EUROPE develops the software application 'CICERO LawPack' for the automation of essential office processes and the interaction between the office and the client.
- INFORMA EUROPE makes its software application 'CICERO LawPack' available to the Controller. INFORMA EUROPE acts as Processor of the Personal Data provided by the Controller.
- The Controller is responsible for the Personal Data provided and to be provided to INFORMA EUROPE. INFORMA EUROPE only processes Personal Data on behalf of the Controller.
- INFORMA EUROPE provides the appropriate technical and organizational measures to ensure that the Processing complies with the requirements of applicable legislation and the protection of the rights of the Data Subject is guaranteed.
- The parties wish to formalize the independent cooperation between them by means of this agreement (hereinafter the ' **Processing Agreement** '). The collaboration is characterized by the absence of any bond of subordination, and this in accordance with the following conditions and modalities.

THE FOLLOWING IS AGREED AND ACCEPTED

Article 1: Object

1.1 The Controller enters into a Processing Agreement with INFORMA EUROPE and the Parties will support and assist each other in **the Processing of data in the context of this Processing Agreement. Personal data via the software application 'CICERO LawPack' from INFORMA EUROPE and beyond technology agreed in 'agreement on use, support of 'CICERO LawPack and subsequent agreements with the same subject** (hereinafter the ' **Assignment** ').

1.2 *INFORMA EUROPE may collect* **Personal Data** *(e.g. surname, first name, national register number, telephone number, address, e-mail address, account number, image, family composition, education, position, etc.) of* **Data Subjects** *(e.g. customers, customer contacts of the Controller, employees of the Controller , suppliers of the Controller, etc.) process them on the basis of legitimate* **legal grounds** *(consent of the data subject, necessity for the performance of the contract, legal obligation, protection of vital interests, task of public interest or legitimate interest) and for legitimate* **purposes** *(e.g. to comply with legal obligations (customer management, etc.), to be able to execute the agreement, to provide the data subject with informative news items regarding the company, to improve the quality of services or information, etc.) have been obtained by the Controller.*

Verwerkingsdienst	Aard van de Verwerking	Soort Persoonsgegevens	Categorieën van Betrokkenen
Het Verwerken van de Persoonsgegevens die Verwerkingsverantwoordelijke in de haar ter beschikking gestelde technologie plaatst en ten behoeve van onderhoud of support ten behoeve van Verwerkingsverantwoordelijke door een uitwisseling aan Verwerker ter inzage en Verwerking doorgeeft.	Gevoelig.	• Financiële gegevens; • Contactgegevens; • Gegevens omtrent aanwezigheid; • Gegevens omtrent ziekteregistratie; • Adresgegevens; • Elektronische contactgegevens; • Bankrekeninggegevens; • Functie; • Alle verdere Persoonsgegevens die Verwerkingsverantwoordelijke in de technologie zoals aangeboden door Verwerker plaatst.	• Werknemers, contactpersonen van Verwerkingsverantwoordelijke; • Cliënten van Verwerkingsverantwoordelijke; • Wederpartijen en Tegenpartijen van Cliënten; • Anderszins in de dienstverlening van Verwerkingsverantwoordelijke betrokken betrokkenen.
Het Verwerken van de Persoonsgegevens die uit toekomstige samenwerking ten behoeve van de Opdracht vloeit.	Gevoelig.	• Alle Persoonsgegevens die bij de uitvoering van de Opdracht vloeit.	• Alle Betrokkenen die betrokken zijn bij de uitvoering van de Opdracht.

1.3 The Controller ensures that the Personal Data of the Data Subject(s) have been validly obtained and he has a legitimate legal basis and purpose for the Processing. INFORMA EUROPE does not verify the validity of the legal basis and purpose of the Processing and cannot therefore be held liable for any fraudulent actions by the Controller.

1.4 The Personal Data will only be processed on the basis of written instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless an EU or Member State law provision applicable to INFORMA EUROPE requires it to Process; in that case, INFORMA EUROPE will inform the Controller of that legal requirement prior to the Processing, unless that legislation prohibits this notification for important reasons of public interest.

1.5 INFORMA EUROPE will immediately notify the Controller if, in its opinion, this Processing Agreement or an instruction from the Controller constitutes an infringement of the Applicable Law. In that case, INFORMA EUROPE has the right to change the Processing Agreement or not to follow the instructions of the Controller. INFORMA EUROPE will inform the Controller of this in writing

1.6 Continued use by the Controller constitutes acceptance of the revision of the Processing Agreement.

1.7 The description of the Assignment is not exhaustive and may be revised depending on the needs of INFORMA EUROPE, subject to mutual agreement between the Parties. To this end, an addendum to this Processing Agreement will be drawn up and signed.

Article 2: Duration and termination

2.1. The term of this Processing Agreement is equal to the term of the agreement(s) concluded between the Parties. In the event that INFORMA EUROPE's services to the Controller continue (still), this Processing Agreement will continue.

2.2. After termination of the Processing Agreement, and/or after termination of the services provided to the Controller, INFORMA EUROPE is obliged to return the Personal Data provided by the Controller upon request from the Controller and no later than three months after termination of the Processing Agreement (or to enable the Controller to obtain this data digitally by download via Excel file.). Any remaining copies of Personal Data must be destroyed

by INFORMA EUROPE within six months of termination unless storage of the Personal Data is required by EU or Member State law.

Article 3: Security requirements

3.1. INFORMA EUROPE will ensure appropriate technical and organizational measures are in place to protect Personal Data against loss or any form of unlawful processing. The measures to be taken are in line with the state of the art.

3.2. The security measures provide an appropriate level of security given the risks associated with the Processing and the nature of the data to be protected.

3.3. The safety measures are adequate and meet the relevant standards and quality requirements.

3.4. At the request of the Controller, INFORMA EUROPE will provide documentation describing the measures taken and will enable and contribute to audits, including inspections, by the Controller or an auditor authorized by the Controller.

3.5. The costs of the audits at INFORMA EUROPE's request are borne by INFORMA EUROPE. The costs of audits at the request of the Controller will be borne by the Controller unless the result of audits shows that INFORMA EUROPE does not comply with Applicable Legislation. Such audits can only take place once a year. The costs are borne by the Controller.

3.6. INFORMA EUROPE offers a system that is adequately secured from a technical point of view. It is up to the Controller to use the system correctly and appropriately.

Article 4: Personal Data Breach

4.1. Any (suspected) data breach will be reported immediately to the Controller in order to discuss the next steps. This must be agreed in the context of the reporting obligation that the Controller has with regard to the supervisory authority. Such a (suspected) data breach must not only be reported by INFORMA EUROPE to the Controller, but also under certain conditions by the Controller to the supervisory authority. This is in the interest of stopping a possible data breach.

4.2. As a Processor, INFORMA EUROPE will notify the Controller within 24 hours of detecting a (suspected) data breach and, if possible, explain the steps already taken. INFORMA EUROPE has no obligation to report to the supervisory authority.

4.3. The Controller will in turn within 72 hours after establishing a
(suspected) data breach inform the supervisory authority and, if possible, explain the steps already taken. If sensitive data is involved, the Data Subject must also be informed.

Article 5: Confidentiality

5.1. INFORMA EUROPE is subject to a legal obligation of confidentiality in accordance with the Applicable Legislation. INFORMA EUROPE is obliged to treat the Personal Data received as confidential.

5.2. INFORMA EUROPE obliges its (former) employees and/or subcontractors to maintain confidentiality with regard to all Personal Data of which they become aware in the context of the provision of its services.

5.3. The Personal Data provided will not be made available to Third Parties by INFORMA EUROPE without the prior written consent of the Controller, unless the Controller is obliged to do so under any legal provision, regulation or other regulation.

5.4. If INFORMA EUROPE receives a request or order from a Belgian or foreign supervisory authority or an investigative, criminal prosecution or national security authority to provide

(access to) (Personal) data, including but not limited to a request on the basis of the USA Patriot Act, INFORMA EUROPE will inform the Controller without delay. When handling the request or order, INFORMA EUROPE will comply with all reasonable requests from the Controller (including the instruction to leave the handling of the request or order in whole or in part to the Controller) and provide all reasonably necessary cooperation. In the event of a government obligation to maintain confidentiality of a request or order, INFORMA EUROPE will endeavor to act as much as possible in the interests of the Controller.

Article 6: Other processors

6.1. INFORMA EUROPE is entitled to engage Sub-processors. If a Subprocessor is replaced or a new Subprocessor is engaged, the Controller will be informed of this. The Controller has the right to object to the engagement of a new Subprocessor within 30 calendar days of notification. If the Controller objects in a timely manner, the Parties will consult on options that do not require the involvement of the Subprocessor in question.

6.2. To the extent that INFORMA EUROPE Subprocessors, these Subprocessors will be subject to identical obligations as INFORMA EUROPE. If the Sub-processor fails to comply with its data protection obligations, INFORMA EUROPE remains fully liable to the Controller.

INFORMA EUROPE currently uses the following Sub-processors:

- Microsoft Azure - Cloud Computing Platform (https://azure.microsoft.com/)
- Billit (https://www.billit.eu/)
- Intercept BV (https://intercept.cloud/)

Article 7: Data subject

7.1. INFORMA EUROPE will act on the instructions of the Controller with regard to a request from a Data Subject regarding his Personal Data.

7.2. In the event that a Data Subject makes any request regarding his or her Personal Data to INFORMA EUROPE, INFORMA EUROPE will promptly refer such request to the Controller in his role as controller.

7.3. INFORMA EUROPE grants, taking into account the nature of the processing, the Controller, by means of appropriate technical and organizational measures, to the extent possible, assisting in the fulfillment of its obligation to respond to requests for the exercise of the established rights of the Data Subject.

Article 8: Dissolution

8.1. INFORMA EUROPE has the right to terminate the Processing Agreement with the Controller at any time, with immediate effect, upon notice and without payment of any compensation, in the following cases: (i) if the Controller, despite written notice of default specifying a period of at least 7 calendar days, fails to comply (timely and properly) with one or more obligations arising from the Processing Agreement; (ii) in the event of cessation of payments or (the application for) bankruptcy or any reorganization under the Act of 31 January 2009 by the Controller; (iii) upon liquidation or cessation of the Controller's activities; (iv) if (part of) the assets of the Controller are seized; or (v) if INFORMA EUROPE has good reasons to doubt that the Controller will fulfill its obligations to it.

8.2. In the event of dissolution, INFORMA EUROPE also reserves the right to claim compensation for all costs and damages incurred and all its claims against the Controller become immediately due and payable.

Article 9: Liability

9.1. Without prejudice to deviating mandatory legal provisions, a Party is only liable for damage caused by non-compliance with its obligations under this Processing Agreement, if and insofar as that damage is caused by verified shortcomings that can be attributed to it.

9.2. In the event that one of the Parties is held liable for any damage under this Processing Agreement, this liability is limited to a maximum of twice the annual invoice value of the order of the Controller, or at least to that part of the order to which the liability relates. The Parties are only liable to each other for direct damage. A Party is never liable for indirect damage, including but not limited to consequential damage, lost profits, lost savings or damage to Third Parties.

9.3. Without prejudice to the liability of a Party due to attributable shortcomings in the fulfillment of this Processing Agreement, the Parties agree that they will give each other written notice of default without undue delay of any alleged shortcoming, setting a reasonable period for rectification of the shortcoming. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Party in question is given the opportunity to respond adequately.

9.5. In the event of force majeure on the part of a Party, the obligations of this Party will be suspended and this Party will be released by operation of law and will not be obliged to fulfill any obligation under this Processing Agreement towards the other Party. Force majeure is hereby defined as any event beyond the reasonable control of a Party, including but not limited to natural disasters, war, terrorism, riots, government measures, epidemics, pandemics, strikes, and other circumstances that make the fulfillment of the obligations impossible. If the situation of force majeure exceeds a period of three (3) months, the Party that is not experiencing force majeure has the right to terminate the Processing Agreement in writing without any liability towards the other party.

Article 10: Intellectual property

Without prejudice to any written agreement to the contrary, all intellectual property rights relating to the services or products provided by INFORMA EUROPE remain the property of INFORMA EUROPE and will under no circumstances be transferred to the Controller.

Article 11: Miscellaneous

11.1. This Processing Agreement replaces all previous agreements, oral and/or written, regarding the subject of this Processing Agreement and includes the complete agreement between the Parties. This Processing Agreement can only be changed by a written agreement signed by the Parties.

11.2. The parties undertake not to disclose anything with regard to this Processing Agreement, except in the event of (i) a legal or regulatory obligation, (ii) a judicial investigation, or (iii) legal proceedings. In this case, the other Party must be informed in advance about the timing and content of the communication.

11.3. No Party to this Processing Agreement can be deemed to have waived any right or claim it has under or as a result of this Processing Agreement unless this waiver has been communicated in writing.

11.4. If any obligation or modality in this Processing Agreement is unenforceable or conflicts with a provision of mandatory law, this unenforceability or invalidity will not affect the validity and enforceability of other provisions in the Processing Agreement, nor of that part of the relevant provision that is not inconsistent. is mandatory. The unlawful, invalid or unenforceable provision will automatically be deemed to have been replaced by a provision that is legal, valid and enforceable and that reflects as closely as possible the intention on which the unlawful, invalid or unenforceable provision was based and will be replaced in an amended form. are applied.

11.5. The Controller may not transfer its rights or obligations under this Processing Agreement without the prior written consent of INFORMA EUROPE.

Article 12: Applicable law and jurisdiction

12.1. This Processing Agreement is exclusively governed by and interpreted in accordance with Belgian law.

12.2. The courts of the judicial district in which the registered office of the Licensor is located, have exclusive jurisdiction for any dispute regarding this Processing Agreement.