

Clause 1 - Definitions

- 1.1 For the interpretation of these Special Conditions regarding Digitalisation & Reporting, the following definitions apply.
- 1° **Special Conditions regarding Digitalisation & Reporting:** these special conditions applicable to the Services.
 - 2° **Bug(s):** minor Defect(s) that, by their nature, do not reasonably hinder the business use and operation of the Software.
 - 3° **Contact Person:** the person designated by each of the Parties, responsible for coordinating and following up on the Services.
 - 4° **Services:** The services regarding digitalisation advice and the Implementation or Configuration of Software that the Service Provider makes available to the Client or of the Software programs ('Programmatuur'), as described in the Quotation signed by the Client, to which these Special Conditions regarding Digitalisation & Reporting apply.
 - 5° **End User Licence:** the user licence of the Software of the Service Provider or its External Partners licenced to the Client, specifying the rights and restrictions applicable to and describing the use of the Software by the end user;
 - 6° **External Partner(s):** third parties, specifically producers or suppliers of Software purchased by the Client through the Service Provider;
 - 7° **Defects (or Defective):** the failure of the Services to (fully) meet the specifications as defined in the Special Conditions regarding Digitalisation & Reporting, which seriously jeopardise the usability of the Services (i.e., critical); Bugs excepted.
 - 8° **Licence:** the non-exclusive, non-transferable, and non-sublicensable user licence for the Software granted to the Client by the Service Provider, if provided in the Quotation.
 - 9° **Implementation:** the implementation (integration) of the Software ('Software') at the Client or Software programs ('Programmatuur') in accordance with the description agreed upon by the Parties in the Quotation.
 - 10° **Configuration:** setting up the Software ('Software') or the Software programs ('Programmatuur') in accordance with the description agreed upon by the Parties in the Quotation.
 - 11° **Infrastructure:** all hardware and software of the Client not provided by the Service Provider, including the Software programs ('Programmatuur');
 - 12° **Software:** the computer software of the Service Provider or its External Partners, as described in the Quotation, which is implemented and configured by the Service Provider at the Client.
 - 13° **Software programs ('Programmatuur' in the original Dutch document):** the software provided by the Client itself, in accordance with the description agreed upon by the Parties in the Quotation.
- 1.2 The definitions as described in the General Terms and Conditions also apply to these Special Conditions regarding Digitalisation & Reporting. In case of contradictions, the definitions as set out above in Clause 1.1 of the Special Conditions regarding Digitalisation & Reporting prevail.

Clause 2 - Subject-matter

- 2.1 These Special Conditions regarding Digitalisation & Reporting contain the general provisions and conditions that apply solely to the provision of Services by the Service Provider regarding digitalisation advice and the Implementation or Configuration of Software ('Software' in the original Dutch document) or the Software programs ('Programmatuur' in the original Dutch document). The specific scope of the Services is described in the Quotation.

Clause 3 - Performance of the Services

- 3.1 The Service Provider will perform its Services on a cost-plus basis, unless otherwise specified in the Agreement, and to the best of its ability. The Parties declare, as far as necessary, that the Services assigned to the Service Provider should be qualified as an obligation of means.
- 3.2 The Services may include advice and recommendations based on the information and documentation provided by the Client. The Client is therefore obliged to provide the Service Provider with complete, accurate information in a timely manner.
- 3.3 Since the Service Provider only provides assistance and support for the performance of the Agreement, the responsibility lies with the Client. The Services can under no circumstances be perceived or qualified as policy decisions by the Service Provider. The Client is solely responsible for the description of the assignment, the implementation of the advice or recommendations, having the Services performed, and the absence of incorrect, missing, or conflicting information/instructions.

- 3.4 It is the Client's responsibility to develop, undertake, or select the necessary actions in the implementation plan, or to guide the Client's employees (for example, supervise, monitor) in executing the actions for implementing recommendations or advice arising from the Services.
- 3.5 Only the Client shall be liable for:
- making all policy and management decisions and performing all management functions;
 - appointing one or more persons with the appropriate skills, knowledge, or experience, preferably at the senior management level, to oversee the Services;
 - interpreting and evaluating the results of the Services;
 - the data/information on which the Services are based;
 - accepting responsibility for the results of the Services; and
 - establishing and maintaining internal controls, including, but not limited to, monitoring ongoing activities.
- 3.6 Partial performance of the Services is allowed, which means that the Client does not have the right to refuse partial performance of the Services.
- 3.7 However, in the event of abnormal delay in the performance of the Services, the Client has the right to terminate the Agreement by registered letter and without judicial intervention, provided that the Service Provider has still not delivered within a period of one (1) month after the Service Provider was given notice of default by the Client by registered letter. The Client expressly waives any other possible remedy, particularly the granting of any form of compensation.
- 3.8 Any delay caused by a delay in providing necessary information or documentation by the Client or a third party is outside the responsibility of the Service Provider. The Client waives its right to terminate.

Clause 4 - Delivery of the Services

- 4.1 Any delivery times communicated by the Service Provider are purely indicative, and the Service Provider has only an obligation of means in this regard. The Service Provider undertakes a best-efforts obligation to perform the Services, unless otherwise agreed in writing in the Special Conditions.
- 4.2 Notwithstanding the provisions of Clause 6.4 of the General Terms and Conditions, any delay due to a delay in providing the Infrastructure by the Client or a third party or External Partners is outside the responsibility of the Service Provider. The Client waives its right to terminate and acknowledges that any delivery times may be modified, or at least proportionally extended in case of delay, regardless of whether the Service Provider has committed to a specific delivery time.

Clause 5 – Provisions regarding the use of the Services

5.1 Implementation and Configuration

- 5.1.1. The Service Provider will perform its Services regarding the Implementation and Configuration to the best of its ability in accordance with the instructions and guidelines set out in the Quotation. The Parties declare, as far as necessary, that the Service Provider's service in executing the Assignment assigned to it should be qualified as an obligation of means.
- 5.1.2. If additional software licences are needed or a software licence needs to be upgraded during the Implementation or Configuration, the Service Provider will inform the Client in writing, as well as by email. The costs of the aforementioned additional software licences or upgrades are not prepaid by the Service Provider. It is up to the Client to take the necessary initiatives, purchase the relevant software licences or upgrades, and do so in the short term. These costs fall outside the present arrangement between the Parties. The Client acknowledges and accepts that this may lead to delays or an increase in price, additional costs, etc.
- 5.1.3. The Implementation or Configuration will take place at the location specified in the Quotation. A change of the place of performance can only be made after express written agreement from both Parties.
- 5.1.4. The Implementation, Configuration, or Services do not include:
- resolving compatibility conflicts between the Software and Infrastructure or within the Infrastructure itself;
 - modifications of the Client's documents, which need to be linked to the Software ('Software') or to the Software programs ('Programmatuur').

When the Client requests the Service Provider to perform the services mentioned in this Clause 5.1.4, these services are considered additional work, which is also charged to the Client on a cost-plus basis. The Client accepts that the services resulting from this additional work may affect the (interim) delivery of the Services.

- 5.1.5. Unless otherwise agreed in writing, the Client is solely responsible for performing the data migration, i.e., the data extraction from its Infrastructure, the data cleansing to an acceptable quality level, and the transformation to a consistent format, so

that the data is complete, accurate, readable, and importable into the Software ('Software') or the Software programs ('Programmatuur') provided by the Client, as specified in the Quotation.

The accuracy and completeness of the data subject to migration, Implementation, or Configuration is the responsibility of the Client.

Under no circumstances is the Service Provider responsible for validating the data for completeness and accuracy. The validation of the complete data migration, Implementation, or Configuration is the responsibility of the Client.

- 5.1.6. The configuration of user roles, access rights, and setting up security is the responsibility of the Client.

5.2 Test period

- 5.2.1. After the Implementation or Configuration of the Software ('Software' in the original Dutch document) or the Software programs ('Programmatuur' in the original Dutch document), the Client is invited by the Service Provider to conduct extensive tests, which may be described in the Quotation. After written confirmation, possibly at the request of the Service Provider, of the testing of the Software ('Software') or Software programs ('Programmatuur') by the Client or its designated Contact Person, the test period begins.

The test period is one (1) month during which the Client will test the Software ('Software' in the original Dutch document), or the Software programs ('Programmatuur' in the original Dutch document) as described in the Quotation. The Service Provider is obliged to ensure the proper execution of the work and must provide assistance in conducting the tests at the first written request of the Client.

- 5.2.2. After identifying any Defects, the Client must submit a written report of findings to the Service Provider within twenty-four (24) hours via letter or email, after which the Service Provider has a reasonable period to remedy the Defects on a cost-plus basis.

If the Service Provider fails to remedy the Defect within the aforementioned timeframe, the acceptance period is extended by the number of days the Service Provider needed to produce a solution. For the calculation of the extension, the Parties agree that a started working day counts as a counted workday.

5.3 Acceptance

- 5.3.1. The Implementation or Configuration is deemed to be accepted by the Client upon written confirmation (letter or email) to the Service Provider. The delivery is the Client's acceptance of the material conformity between what was delivered and what was ordered as stated in the Quotation.

The Client has the right to refuse the delivery of the Implementation or Configuration after the period specified in the Quotation or, in the absence thereof, after a maximum period of one (1) month, possibly extended in accordance with Clause 5.2.2 of the Special Conditions regarding Digitalisation & Reporting, if the Implementation or Configuration has Defects that are such that the Software ('Software') or Software programs ('Programmatuur') does not function properly. The Client is required to inform the Service Provider of this in writing with reasons, specifying any Defects that may still manifest. The delivery period is then extended.

Bugs are not a reason for the Client to withhold acceptance, without prejudice to the Service Provider's obligation to remedy them, on a cost-plus basis, within the period specified in Clause 5.3.2 of the Special Conditions regarding Digitalisation & Reporting.

- 5.3.2. In the event of acceptance by the Client, the Defects identified by the Client that are included in the written confirmation of Clause 5.3.1 of the Special Conditions regarding Digitalisation & Reporting will be remedied/resolved as soon as possible, but within a reasonable period on a cost-plus basis, in accordance with the applicable prices of the Service Provider.
- 5.3.3. Upon unjustified refusal or inaction by the Client following a delivery request from the Service Provider, in the absence of acceptance within a period of five (5) days after registered notice of default, the Client shall be deemed to have accepted the Implementation or Configuration in the state it is in at the moment of acceptance, therefore including all visible and invisible Defects.
- 5.3.4. From the final delivery, the Service Provider considers the Implementation or Configuration to be completed, after which it is no longer obliged to provide further support regarding the Implementation or Configuration to the Client, unless otherwise agreed in writing in the Quotation or a separate agreement between the Parties.

Clause 6 - Backup

- 6.1 The Client is responsible for setting up procedures that allow it to reconstruct lost or modified files, data, or programs at any time, regardless of the cause of the loss or modification. The Client is obliged to have the necessary backups of its computer programs, files, and data on a daily basis, unless otherwise agreed in writing between the Parties.

- 6.2 The Service Provider can under no circumstances be held liable for any damage, destruction, or loss of data or documents due to the absence of the aforementioned backup.

Clause 7 - Use of the Software

- 7.1 The Licence has a fixed duration of one (1) year from the signing of the Quotation. Unless terminated in a timely manner by registered letter by the Client three (3) months before the expiration date, the Licence is tacitly renewed on its end date for successive terms of one (1) year each.
- 7.2 The Client undertakes to use the Software on its Infrastructure in a normal manner and with due care during the entire duration of the Agreement. The Client therefore undertakes to follow all the instructions contained in the documentation provided by the Service Provider meticulously.
- 7.3 By using the Software of the Service Provider or its External Partner (s) in whole or in part, the Client agrees to the End User Licence for the Software, which also applies to the contractual relationship between the Service Provider and the Client. The Client acknowledges and agrees to comply with the applicable End User Licence for the Software.
- 7.4 The Client may only use the Software for lawful use. The Client shall not perform, omit, or tolerate any actions that it knows or should reasonably know would lead to criminal, excessive, and unlawful use of the Software. The Client undertakes in particular to comply with the following commitments:
- not to infringe in any way on the intellectual property rights of the External Partner or third parties;
 - not to distribute (computer) viruses or other files that may damage the operation of the Software;
 - not to misuse access code(s) or to breach security measures (or attempt to do so) related to or using the Software, and;
 - not to commit any criminal offence under any legal provision by using the Software.
- 7.5 The Client undertakes not to allow third parties to use the access code and password for the Software. The Client is liable for all damage or loss resulting from improper use of the access code and password.
- 7.6 The Client undertakes to comply with all applicable laws and regulations that apply to the Software from time to time and not to use the Software in a manner that is contrary to public order and common decency.
- 7.7 The Client undertakes that all its employees and appointees will comply with the obligations as specified in this Clause 7. Any breach by an employee or appointee of the above obligations is deemed to be a breach on the part of the Client. The Client shall indemnify the Service Provider for all claims resulting from the failure to comply with the obligations of these Special Conditions regarding Digitalisation & Reporting by an employee or appointee of the Client.

Clause 8 – Intellectual rights

- 8.1 The Client is granted, in accordance with the terms set out in these Special Conditions regarding Digitalisation & Reporting, only a limited, non-exclusive, non-transferable, and non-sublicensable right of use with respect to the results of the Services performed by the Service Provider, including the Software, the accompanying documentation, and the Confidential Information, as of the moment and subject to the full payment of all invoices, as well as all other amounts owed by the Client to the Service Provider.
- 8.2 All intellectual property rights to the above elements belong exclusively to the Service Provider or its External Partner(s). Under no circumstances can these Special Conditions regarding Digitalisation & Reporting be interpreted as a transfer of intellectual property rights from the Service Provider to the Client. Pre-existing intellectual property rights of the Parties remain with the respective Parties.
- 8.3 The terms and conditions regarding intellectual property rights and the right of use as described in the End User Licence of the External Partners apply in full to the Software of External Partners.
- 8.4 The Client confirms that it has the necessary rights to have the Services performed by the Service Provider. The Client acknowledges and confirms to indemnify and assist the Service Provider at the first request of the Service Provider against claims from third parties or External Partners in the event of a (possible) infringement of intellectual property rights or other rights of third parties arising from the Infrastructure provided by the Client.

The Service Provider will promptly notify the Client in writing after discovering or receiving claims from third parties regarding an alleged infringement.

The Service Provider will refrain from making concessions to the claiming third party or other third parties without the written consent of the Client.

The Client's indemnification obligation towards the Service Provider concerns full indemnification for all damage or loss, interest, penalties, and costs.

- 8.5 The Client's obligation to provide assistance means that the Client must intervene at the first request of the Service Provider in an amicable or judicial procedure and also bear the costs (including but not limited to: costs of experts, counsel, legal costs, administrative costs) of the Service Provider in this procedure.

Clause 9 – Warranties

- 9.1 The Service Provider declares not to be aware of any computer infections (such as, but not limited to time bombs, viruses, logic bombs, worms, trojan horses) in the Software. Upon discovery of (the possibility of) a computer infection, the Client will immediately notify the Service Provider in writing and do everything necessary to prevent and, if necessary, resolve problems.
- 9.2 The Service Provider undertakes to remedy proven computer infections in the Software, as mentioned in Clause 9.1 of these Special Conditions regarding Digitalisation & Reporting, which manifest within one month after delivery of the Software and insofar as they bring about or require changes in the Services, free of charge. Computer infections that occur after this period will be remedied by the Service Provider, at the Client's request, based on the rates applicable at that time.
- 9.3 This obligation of the Service Provider lapses if the Client has not taken adequate and appropriate organisational and technical measures to secure its Infrastructure, including but not limited to the Software.
- 9.4 Clauses 9.1 and 9.2 of these Special Conditions regarding Digitalisation & Reporting do not apply to the Software programs ('Programmatuur') provided by the Client itself and fully operated under its responsibility.

Clause 10 – Third party proceedings

- 10.1 The Service Provider guarantees that the Implementation or Configuration of the Software performed by it does not infringe on the intellectual property of third parties and that its use is lawful towards third parties.
- 10.2 The Client must notify the Service Provider by registered letter within five (5) days after becoming aware of claims from third parties. Should there be a failure to comply within the period of one (1) month after becoming aware or when legal proceedings have already been initiated or the Client has taken its own position regarding the third party, the Client expressly waives the right to indemnification by the Service Provider.
- 10.3 Any increase in damage or loss due to late notification or the Client itself responding to third-party claims against the Service Provider is payable by the Client.
- 10.4 The Service Provider indemnifies the Client against all claims that may be brought by third parties regarding the content, form, and operation of the Services provided by the Service Provider.
- 10.5 The Service Provider must indemnify the Client at the first request if the Client is addressed by third parties on grounds for which, under this Clause 10, the Service Provider has an indemnification obligation towards the Client.

Clause 11 – Liability regarding the Licence

- 11.1 Notwithstanding the provisions of Clause 16 of the General Terms and Conditions, the Service Provider cannot be held liable for any loss or damage resulting from consulting information, overviews, or reports obtained on or through the Software or caused by the use of the Software or the failure to comply with the terms of use as specified in these Special Conditions regarding Digitalisation & Reporting and/or the Quotation and/or the End User Licence. (regardless of whether it concerns direct or indirect damage or loss).
- 11.2 The Service Provider is not liable for any direct or indirect damage or loss resulting from the loss of data or any other information, in any form, even if this loss occurs during an intervention or by one of the Service Provider's External Partners, errors, or malfunctioning of the Software, due to changes, manipulations, adjustments, updates, repairs, etc., not performed by the Service Provider or damage caused by software or hardware provided by third parties or external suppliers;
- 11.3 The Client acknowledges and agrees that if the liability of the Service Provider's External Partner with regard to the end user, i.e., an appointee, auxiliary person, or employee of the Client, is limited or excluded in the End User Licence, this limitation of liability also applies, without prejudice, between the Client and the Service Provider.
- 11.4 In any case, the liability of the Service Provider regarding the Software is limited to the compensation received from the Client for the Licence, as indicated in the Quotation, over the three (3) months preceding the month in which the event causing the damage or loss occurred.

Clause 12 – Termination of the Licence to the Software

- 12.1 If the Client wishes to terminate the Licence to the Software with immediate effect, without any breach by the Service Provider of its obligations, the Client owes the Service Provider a termination fee of the total licence cost, without prejudice to the Service Provider's right to claim any damage or loss suffered.

- 12.2 The aforementioned termination fee is due as a mandatory consideration for the exercise of the Client's (immediate) termination right, without prejudice to the provisions in the Service Provider's General Terms and Conditions.

Clause 13 – Consequences of the termination of the Agreement

- 13.1 Upon termination of the Agreement, whether due to termination, dissolution, or expiration, the Client no longer has access to the Software, or the data stored in the Software.
- 13.2 The Client's data present in the Software remains available with the Service Provider for a period of sixty (60) days after the effective termination of the Agreement. After the aforementioned period, data is permanently and irrevocably deleted.
- 13.3 The Client can request the Service Provider to retrieve the data or information of the Client in the Software. The Service Provider undertakes to deliver this, within one (1) month after the request has been made, in a machine-readable format to the Client or a third party designated by the Client. If the Client requests another format, this will be charged as an additional assignment on a cost-plus basis according to the rates applicable at the Service Provider at that time.
- 13.4 Clauses 12.1 and 12.2 of these Special Conditions regarding Digitalisation & Reporting only apply when the Software originates from the Service Provider. When the Software, however, is offered by the Service Provider but originates from an External Partner, the conditions stipulated in the End User Licence of the aforementioned Software apply in accordance with Clause 8.3 of these Special Conditions regarding Digitalisation & Reporting.
- 13.5 The Client accepts that upon termination of the Agreement, the performance of the Services will be stopped and that this may have consequences for the operation and functionality of the Client's Infrastructure.
- 13.6 The Client acknowledges and accepts its own responsibility for the consequences of the termination of the Agreement.
- 13.7 The Client accepts and acknowledges that upon any form of termination of the Agreement, Clauses 8 and 10 of the Special Conditions regarding Digitalisation & Reporting remain in effect for a duration of ten (10) years, starting from the termination of the Agreement.

Clause 14 – General provisions

- 14.1 These Special Conditions regarding Digitalisation & Reporting form an integral part of the General Terms and Conditions of the Service Provider, which are available at all times at www.denp.be/algemene-voorwaarden. The provisions of the General Terms and Conditions fully apply to these Special Conditions regarding Digitalisation & Reporting and are supplementary. In case of conflict, the provisions as set out in the Special Conditions regarding Digitalisation & Reporting prevail over the provisions of the General Terms and Conditions, unless expressly and in writing agreed otherwise by the Service Provider.