

PRODUCT SPECIFIC TERMS



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APPLICABILITY

1. APPLICABILITY

1.1. For the purpose of these Specific Terms, all terms written with a capital letter, shall have the meaning given to them in the General Terms, unless specifically stated otherwise in these Specific Terms or the context clearly requires otherwise. In case of contradicting clauses, the Specific Terms will take precedence over the General Terms.

1.2. All the various chapters of these Specific Terms apply dependent on the scope of the Product/Services appealed on by the Customer as described in the Proposal.

1.3. Deviations from these Specific Terms are only possible in case they have been agreed upon in writing by SPACEWELL in accordance with the General Terms.

1.4. Any aspect of the Agreement between the Parties which is not addressed in these Specific Terms, will be governed by the applicable clause in the General Terms.

2: SOFTWARE AS A SERVICE

General

2.1. During the Initial Term and the Renewal Term and subject to timely payment by the Customer of all applicable Fees, SPACEWELL will make the Software available to the Customer in accordance with the provisions of the Agreement.

2.2. SPACEWELL grants the Customer a non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance with the provisions of the Agreement.

2.3. The Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services (including but not limited to any appropriate protection of passwords that are made available by SPACEWELL) and notify SPACEWELL immediately without undue delay and to the maximum permitted no later than twelve (12) hours after obtaining knowledge of such unauthorized use.

2.4. Nothing in the Agreement between the Parties shall be construed to require SPACEWELL to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by the Customer to have access to access the internet.

Restrictions on the use of the Software

2.5. The Customer's users of the Software will have followed a training in respect of the use of the Software. If SPACEWELL deems the Customer's user to demonstrate a lack of knowledge with respect to the Software and its operation, SPACEWELL reserves the right, upon prior written notice, to suspend the use of the Services by this user and propose a basic or refresher course at the expense of the Customer.

2.6. The Customer agrees that it cannot by itself, through any parent, subsidiary, Affiliated Company, agent, (sub)contractor or other Third Party:

- (i) Use the Services other than for the Customers internal business purposes and only as expressly authorized in the Agreement between the Parties;
- (ii) Sell, lease, commercialize, rent (except for internal cost allocation purposes), display, license, transfer, provide, disclose or otherwise make available to, or permit the access to the Software and the Services, in whole or in part, to any Third Party, whether or not an Affiliated Company of the Customer, except as expressly permitted in the Agreement between the Parties, or otherwise use the Services on an "office services" basis;
- (iii) Modify the Software and Services or develop any derivative works based on the Software and the Services, without the prior notice and consent of SPACEWELL, except for interfaces or links to Customer applications;
- (iv) Decompile, assemble, reverse engineer or attempt to reconstruct underlying user interface techniques by any means whatsoever, or disclose any of the forgoing to any and every Third Party;
- (v) Encumber or suffer to exist any lien or security interest on the Software;
- (vi) Take any action, or fail to take any action that would either cause or prevent (whichever applicable) the Software or any corresponding documentation to be placed in the public domain;
- (vii) Remove, hide or alter any copyright notice or other proprietary notice on any of the Software;
- (viii) Use the Software for illegal activities; and

- (ix) Undertake any action that may impact the stability and/or performance of the Software, including but not limited to PEN-testing and/or loadtesting. In order to proceed with the PEN-testing of the Software, the Customer shall provide SPACEWELL with a thirty (30) days PEN-test plan which is subject to SPACEWELL's prior written consent and which includes at a minimum:
 - (a) the environments which will be PEN-tested, as aligned in advance with SPACEWELL;
 - (b) the PEN testing production environments which are not allowed, unless SPACEWELL's explicit consent;
 - (c) a strict time schedule within which the PEN-testing shall occur;
 - (d) the principle that results of the PEN-testing will always be shared with SPACEWELL;
 - (e) the principle that the following PEN-test activities will always be prohibited: Denial of Service (DoS), Distributed Denial of Service (DDoS), Simulated DoS, Simulated DDoS, stress tests, load tests, or gameday tests and port flooding, protocol flooding, request flooding (login request flooding, API request flooding).
- In no event shall SPACEWELL be under any obligation to address the results of the PEN-testing executed by the Customer.

2.7. Upon request from SPACEWELL, the Customer will provide SPACEWELL with all reasonable information to prove the Customer's compliance with the obligations stated herein. Refusal to provide SPACEWELL with said information, entitles SPACEWELL to suspend its obligations and/or the Customer's usage rights granted under the Agreement by written notice to the Customer, until receipt of the requested information.

3: FEES

3.1. The Customer agrees to pay the Fees in accordance with the price schedules in the Proposal. The Fees shall include Remedial Maintenance as covered by the services levels as set forth in chapter 4 of these Specific Terms. General Support will be charged to the Customer on a time and material basis at a cost as set forth in the Proposal or the Agreement.

Any additional fees for professional services (e.g. implementation services and other) shall be separately invoiced on a monthly basis and based on the provisions as set forth in the Proposal and/or the Agreement, unless agreed otherwise in writing.

3.2. The Customer may, at any time during the Initial Term or Renewal Term order additional licenses for an additional number of users at the applicable rates at the time of said additional order.

3.3. In case of an increase in the number of users, and/or the provision of additional services, a regularization invoice will be issued at the end of the month, thus taking into account the new sizing. This regularization will be calculated *pro rata temporis*. The scalability will then be integrated thereafter within the period of repayment, provided in the reference purchase order.

3.4. Hosting fees are included in the monthly License Fee. The Customer acknowledges and agrees that SPACEWELL may, at its sole discretion, during the term of the Agreement decide to change hosting provider and/or platform.

4: AUDIT

4.1. The Customer acknowledges that SPACEWELL is entitled to perform an audit to control the actual use of the Software as well as for purposes of evaluating the Customer's compliance with the provisions set forth in the General Terms and Specific Terms. The Customer is under no circumstances whatsoever entitled to refuse SPACEWELL to carry out said audit.

4.2. In order for SPACEWELL to conduct this audit, the Customer shall provide SPACEWELL with:

- (i) Access to the Customer's SPACEWELL-Software;
- (ii) Provide SPACEWELL with all reasonably required assistance in the carrying out of the audit.

4.3. In case the Customer refuses SPACEWELL to carry out the audit, or acts in such a way as to make the performance of said audit more difficult or impossible, SPACEWELL reserves the right to terminate the Agreement in accordance with the General Terms, without prejudice to any and every right SPACEWELL may exercise according to or is granted by the Law or the Agreement between the Parties.

4.4. In case this audit proves, that the Customer materially violated any of its obligations under the General Terms and/or the Specific Terms, the Customer agrees to:

- (i) Pay all costs and expenses SPACEWELL has made with regard to said audit; and
- (ii) Retroactively pay all losses of license costs and administrative costs and other measures foreseen by the applicable legislation.

These remedies are without prejudice to any and every right of SPACEWELL to terminate the Agreement with the Customer, without prejudice to claim any indemnification resulting therefrom.

SERVICE LEVELS

5: DEFINITIONS

5.1. In addition to the definitions provided in the Agreement, these definitions apply in relation to service levels between SPACEWELL and the Customer.

Software maintenance definitions

Error	means a defect in the Software.
Working Days	means a day on which banks in Belgium are open for business.
Working Hours	means normal normal working hours, <i>i.e.</i> ranging from 9:00 AM until 5:00 PM, from Monday until Friday and excluding any public- and/or bank holidays.
Response Time	means the timespan measured between the first observation of an Incident as reported by the Customer and the first communication from SPACEWELL regarding that specific Incident to the Customer.
Resolution Time	means the timespan measured between the first observation of an Incident as reported by the Customer and the resolution of that specific incident.
General Support	Any work performed under chapter 9 that is not defined as Remedial Maintenance.
Incident	An occurrence in the Software that is not part of the standard operation of the Software and causes a degradation in the use and availability of the Software.
Maintenance	Changes to the Software executed by SPACEWELL to assure the correct working of the Software, to deliver a new functionality or to change an existing functionality.
Remedial Maintenance	The resolution of Incidents aiming to restore the correct working and availability of the Software.
Priority Level	The level assigned to an Incident based on the impact of the Incident as set forth in article 8.3 of this chapter 8.
Scheduled Downtime	The shutdown of the Software or parts thereof for the performance of Maintenance.
Unscheduled Downtime	Any downtime caused by the occurrence of an event beyond SPACEWELL's reasonable control (including but not limited to any outages at public cloud), including any Force Majeure Event and any downtime resulting from the acts or omissions of the Customer or the Customer's employees, agents, contractors, suppliers, or anyone gaining access to the Software.

6: SOFTWARE AVAILABILITY

6.1. During the term of the Agreement between the Parties, SPACEWELL shall ensure that the Software is available to the Customer 99,80% of the time, as calculated on a monthly basis and excluding the Scheduled Downtime and Unscheduled Downtime.

7: MAINTENANCE

7.1. SPACEWELL will carry out Maintenance.

7.2. Updates to current versions and releases of new versions can be provided by SPACEWELL at its sole discretion. The availability and cost of such upgrades, updates and releases are agreed upon and set out in detail in the Proposal and/or the Agreement between the Parties.

7.3. Scheduled Downtime as a result of Maintenance is communicated by SPACEWELL to the Customer at least five (5) Working Days in advance of the start of such Scheduled Downtime.

7.4. Unless otherwise agreed, Parties agree that the following services are not covered by the SPACEWELL's Remedial Maintenance obligations:

- (i) On-site work at the Customer's site;
- (ii) All information updating actions such as import and conversion of data;
- (iii) Training of the Customer's users of the Software;
- (iv) Maintenance work and errors in connected or integrated equipment (not delivered by SPACEWELL) which are not part of the systems covered by the Agreement between the Parties as described in the Proposal;
- (v) The repair of damage resulting from incompetent use or external causes such as operational errors, deleting data, computer viruses, quality of data, software interfacing, transport, omissions, inappropriate use, errors in communication lines, electric failures, power interruption or change, lightning, accident, fire, water damage, or defects caused by other equipment or by a case of Force Majeure, without being limited to this;
- (vi) Any maintenance, repair or change of the Software, or any attempt to this end, by the Customer or Third Parties without the intervention or the prior written consent of SPACEWELL;
- (vii) Works by deploying the Software in any other way than described in the SPACEWELL helpfile or in any other way than agreed upon;
- (viii) Support of Customer-specific software-customizations not subject to prior examination and reporting;
- (ix) The specific environment of the Customer, own customizations, integrations, etc., unless SPACEWELL has executed a detailed technical examination and reporting of the Customer-specific environment and this is added in an additional appendix. The costs of this examination are not part of the present Agreement between the Parties;
- (x) Works required by deploying software not supplied by SPACEWELL or combined with software or with any product or service not supplied by SPACEWELL;
- (xi) Software installation and implementation;
- (xii) User account management and access control;
- (xiii) Report content creation;
- (xiv) Configuration management; and
- (xv) In general, all services not covered by the service levels.

8: REMEDIAL MAINTENANCE

8.1. Provided the Customer has timely paid all Fees, SPACEWELL shall, during the term of the Agreement, provide Remedial Maintenance.

8.2. SPACEWELL will remedy Incidents in accordance with the Priority Levels assigned to the respective Incident as set out in these Specific Terms.

8.3. SPACEWELL assigns a Priority Level to all Incidents based on the following scope and impact of the Incident:

Priority Level	Scope and impact of Incident
P1 - Urgent	• Total unavailability of the Software • Major business function of the Software unavailable causing critical impact to business operations • Critical performance degradation to all users
P2 - High	• Significant parts of the Software unavailable • Some functions of the Software unavailable causing significant impact to some business operations • Significant performance degradation to all users
P3 - Medium	• Non-critical part of the Software unavailable • Some functions of the Software unavailable causing insignificant impact to business operations • Work-around is available
P4 - Low	• Non-critical problem • Work-around is available • Insignificant performance degradation • Minor inconvenience • Minor problem • Problem of presentation or documentation error

8.4. Provided that the Customer provides SPACEWELL with the required access and assistance in a timely fashion in accordance with its obligations set out herein, SPACEWELL shall use its reasonable efforts to investigate and perform Remedial Maintenance in accordance with the applicable Priority Levels, provided that (i) Maintenance shall only be provided for as long as the Customer is using the Software in accordance with the Specific terms, (ii) SPACEWELL shall have no obligation to rectify an Error not caused by the Software, (iii) the Error can be reproduced, and (v) any support activity which is not related to a defined Incident (including but not limited to a suggestion or enquire) shall be deemed not to have a Priority Level assigned to it.

SPACEWELL provides Remedial Maintenance with the following targets for Response Time and Resolution Time:

Priority Level	Target Response Time	Target Resolution Time
P1 – Urgent	4 Working Hours	8 Working Hours

P2 – High	8 Working Hours	16 Working Hours
P3 – Medium	2 Working Days	Best effort
P4 – Low	5 Working Days	Best effort

Response Times and Resolution Times are dependent on the level of access and assistance provided by the Customer and shall be calculated from the moment SPACEWELL is provided with the necessary diagnostic information, telephone confirmation as regards Priority Level 1 and 2 Incidents, until such time that SPACEWELL delivers a work-around or permanent fix to the Customer, as applicable.

Before reporting an Incident to SPACEWELL, the Customer shall

- (i) make all reasonable efforts to determine whether the Incident is due wholly or partly to the use of the Software in a manner for which it was not designed;
- (ii) provide SPACEWELL with all relevant information when reporting an Incident, including, without limitation, the name of the person reporting the Incident, the date of the Incident and a description of the Incident and such other diagnostic information as may be agreed between the Parties;
- (iii) provide all reasonable assistance to SPACEWELL necessary to reproduce and demonstrate the Incident;
- (iv) supply SPACEWELL with all documentation, test cases, sample data and anything else reasonably required by SPACEWELL to investigate and rectify the reported Incident; and
- (v) notify SPACEWELL as soon as possible after the occurrence of any Incident that requires Remedial Maintenance.

9: GENERAL SUPPORT

9.1. Any service that is performed under this chapter by SPACEWELL but which is not included in the Remedial Maintenance mentioned, shall be considered as 'out of scope services' and shall be charged to the Customer on a time and material basis at then current applicable Fees of SPACEWELL.

General Support includes but is not limited to (non-exhaustive list):

- (i) Advice on how to use, configure or administer the Software;
- (ii) Advice on how to rectify problems in areas other than the Software (such as but not limited to the modifications and/or enhancements made to the Software) which have led to the Software being unable to be used;
- (iii) Changed specification, request for change, and impact analysis;
- (iv) Time spent and expenses incurred by SPACEWELL in respect of on-site Customer support, if required for SPACEWELL to be able to obtain the necessary diagnostic information in respect of a reported Error;
- (v) The provision, upon Customer's request, of documentation relating to the work performed by SPACEWELL in respect of General Support;
- (vi) Advice on how to rectify Errors that are attributable to (i) accidents, misuse, negligence or failure of the Customer to follow instructions for proper use of the Software, (ii) failure by the Software to comply with environmental specifications, (iii) improper configuration of the Software other than an improper configuration performed in accordance with SPACEWELL' specifications;
- (vii) All information updating actions, such as but not limited to import and conversion of data;
- (viii) Any works regarding the completeness and reliability of the data files of the Customer;
- (ix) Support of Customer-specific Software customizations not subject to prior examination and reporting;
- (x) User account management and access control;

9.2. Upon termination of the Agreement for whatever reason, SPACEWELL shall be entitled to promptly cease to provide all Remedial Maintenance to the Customer.

10: COMMUNICATION AND CONTACTS

10.1. The Customer shall appoint one or more representatives that are authorized to request Remedial Maintenance. The Customer may replace its authorized representative from time to time by prior Notice to SPACEWELL (including by e-mail to the designated e-mail address). Whenever the Customer requires SPACEWELL to perform Remedial Maintenance pursuant to the provisions of this SLA, the Customer shall submit a request by means of its authorized representative.

10.2. The Software contains an online service desk to report Incidents (i.e. the SPACEWELL support platform). In the event the Customer would have no access to the online service desk the Customer can contact SPACEWELL by e-mail or telephone. SPACEWELL shall notify the Customer of any changes to the service desk contact details.

10.3. The Customer shall use the SPACEWELL support platform when communicating messages to SPACEWELL and reporting Incidents to the service desk, providing the necessary diagnostic information as per the terms of this SLA. SPACEWELL will reply via the support platform as per response times defined in this terms document. In the event the SPACEWELL Incident reporting tool is unavailable, the Customer shall provide SPACEWELL with an electronic Incident report by e-mail, which, provided it contains the required diagnostic information, shall be treated by SPACEWELL as if it had been provided via the Incident reporting tool. In this case, SPACEWELL shall reply the provider of the Incident report as per response times defined in this terms document.

10.4. The service desk contact details are as follows (as may be updated from time to time by SPACEWELL):

Tickets via portal	afs.axxerion.com/axxerion/ui (only key-users, after decharge)
E-mail	axxerionsupport@spacewell.com
Telephone	+31 (0)85 04 49 309

IMPLEMENTATION SERVICES

11: SUBJECT

11.1. This chapter contains and governs the guidelines, conditions and modalities with regard to the Services ordered by the Customer via the Proposal and/or any other (superseding) agreement between the Parties.

12: IMPLEMENTATION SERVICES

12.1. The Customer will appeal to SPACEWELL in writing to request the provision of Services by SPACEWELL.

12.2. SPACEWELL will provide the Services as described in the Proposal or in the Agreement. Each and every Proposal and/or Agreement between the Parties must contain a detailed description of the agreed upon Services ordered by the Customer, together with an estimated time-schedule, worksheet and any other relevant information.

12.3. After full delivery and execution of the Services, SPACEWELL and Customer will do a formal sign-off. If the Customer believes the Services were not executed in accordance with the Proposal, the Customer will notify SPACEWELL of any suggestions, objections and reservations to SPACEWELL within five (5) Working Days following the e-mail notification from SPACEWELL. SPACEWELL will then take all steps it deems appropriate to remediate said objections and reservations.

12.4. In case the Customer does not notify SPACEWELL of any objections and/or reservations within the above-mentioned timeframe, the Services will be deemed to have been executed and provided to the satisfaction of the Customer, who will thus have forfeited her right to claim for mal-execution of the Service.

13: ROLES & RESPONSIBILITIES

13.1. The Customer appoints one or more key user(s) to learn and co-manage the configuration of the platform. This person(s) will

- (i) learn how to manage the configuration;
- (ii) manage the configuration going forward in an autonomous manner; and
- (iii) log tickets for technical errors in software in SPACEWELL helpdesk.

13.2. SPACEWELL establishes the reference model for the software configuration and teaches the key users how to manage configuration autonomously.

13.3. The Customer will mobilize the required domain experts to assist in decision making and approvals for the configuration and deliverable sign-offs. These experts will prepare workshops to provide input during the workshop about the Customer context and specific requirements.

13.4. All decisions, validations and approvals by the Customer are made within two (2) Working Days in order not to jeopardize the planned timing of the project as described in the Proposal.

13.5. The Customer is responsible for executing and managing the user communications and other change management activities.

13.6. If required, the Customer will make process documentation of the process blueprint.

13.7. Customer provides good quality source data in the format defined by SPACEWELL to ensure correct import.

13.8. Customer can create *ad-hoc* reports where needed, after receiving training by SPACEWELL on the BI capabilities (if this is part of the project scope).

Project management

13.9. A weekly status meeting will be held. Furthermore, the project steering group will meet on a monthly basis if applicable.

13.10. Project Management is charged at twenty percent (20%) of overall implementation time, unless otherwise stated.

Planning

13.11. The provided planning is an estimate and should be reviewed at the start of the project with both project managers.

13.12. The provided planning does not account for unplanned illness, leave or other unforeseen circumstances.

Change of scope

13.13. If at any time either Party does not meet deadlines outlined within the agreed upon project schedule (the “**Project Schedule**”) attached to the Agreement or Proposal, Customer and SPACEWELL both agree and acknowledge the following may occur:

- (i) The Project Schedule will be revised to accommodate any delays, and a new Project Schedule will be drafted by the SPACEWELL project manager and approved by appropriate Customer and SPACEWELL representatives;
- (ii) If delays are extensive, project resources will be reallocated to other engagements; and
- (iii) Fees for additional work or extension of resources may be incurred.

During the project, if SPACEWELL determines or could reasonably determine any Customer actions or directions constitute a requirement to perform additional work, not otherwise specified in the Agreement and/or the Proposal, SPACEWELL shall notify the Customer within thirty (30) days that the Customer has requested SPACEWELL to perform additional work.

14: SERVICE FEES

14.1. The rates for the Services are provided in the Proposal.

14.2. Travel time to the Customer’s site is charged at fifty percent (50%). SPACEWELL will provide notice of any requested travel that will occur on a non-Working Day (weekend or public holiday). In the event the Customer cancels or reschedules any requested travel with less than thirty (30) Working Days of notice prior to the scheduled travel date, the Customer is responsible for up to fifty percent (50%) of any additional fees associated with the rebooking or cancelling of arrangements.

In the event the Customer cancels or reschedules any travel with less than seven (7) Working Days of notice prior to the scheduled travel date, the Customer is responsible for up to hundred percent (100%) of any additional fees associated with the rebooking or cancelling of arrangements.

If applicable, travel time is calculated as the time between departure from SPACEWELL premises, local airport or home office and arrival at destination address, as determined by both Parties prior to departure, and destination airport.

14.4. In case of overtime outside the Working Hours, the applicable rate is multiplied by 1.5 (resulting in 150%) during evenings and Saturdays, and multiplied by 2 (resulting in 200%) on Sundays.

15: ACCEPTANCE

15.1. The Customer may measure the Services against the acceptance criteria (if agreed) and reject the Services that do not substantially conform with the acceptance criteria set out in the Proposal or the Agreement between the Parties and/or the written test cases.

15.2. Any Notice of rejection must be delivered to SPACEWELL within five (5) Working Days (the “**Notification Period**”) after the date of performance of said Service in which the Customer will clearly state the reason for the rejection of said Service. In the event the Customer does not provide notice of material non-conformity or request for change during the Notification Period, all delivered Services shall be deemed accepted and no additional work will be performed. In the event Customer does provide notice of material non-conformity or request for change after the expiration of Notification Period, such work shall only be performed under a new contractual arrangement. In the event material non-conformity is identified within the Notification Period, SPACEWELL shall promptly correct such non-conformity, which was due to fault or negligence of SPACEWELL, at no additional cost to the Customer.