

GENERAL TERMS

Version September 2024

SPACEWELL
A NEMETSCHEK COMPANY

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1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the terms starting with a capital letter listed below have the following meaning (unless otherwise specifically provided in these General Terms, the Specific Terms and/or the context clearly requires otherwise).

Additional Services	Any additional services which might be provided by SPACEWELL with respect to the Products & Services, as described in detail in the Proposal.
Affiliated Company	Any other person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with, the Party. Control means direct or indirect ownership of more than 50% of the voting interests of the subject entity.
Agreement	The agreement between the Parties which is governed by the following documents (in respective order of applicability and to the extent applicable): (i) the Data Processing Agreement, (ii) the Proposal, (iii) the Specific Terms, and (iv) these General Terms. In the event of a conflict, the order of priority is as set out above in descending order.
Annual License Fee Overview	Means the overview of applicable license fees for Product and Services which is updated annually (i.e. in January of each calendar year) and attached to each Proposal.
Annual Service Fee Overview	Means the overview of applicable services fees for Product and Services which is updated annually (i.e. in January of each calendar year) and attached to each Proposal.
Asset	Spacewell's internet-based information system for facility and property management as further described in the Specific Terms and in the Proposal.
Workplace	Spacewell's smart building technology platform as further described in the Specific Terms and in the Proposal.
Customer	Spacewell's customer having accepted the Proposal.
Customer Data	Means data and information submitted by the Customer to SPACEWELL for the purpose of delivering the Product & Services.
Data Processing Agreement	Means the data processing agreement, which sets out the obligations of the Parties in relation to the collection and processing of Customer Data.
Documentation	Any documentation SPACEWELL provides with respect to the Product & Services, such as the user-manual.
Effective Date	The date upon which the Agreement between the Parties is signed by both Parties.
Force Majeure	Any circumstance beyond the control of any Party that could not be reasonably foreseen and could not be reasonably avoided by means of reasonable efforts including, but not limited to war, riots, pandemics, rebellion, general strike, fire, natural disasters, cyber-attacks, pandemics, import or export bans, disruption of ordinary traffic, transport, energy supply, internet, computer networks or telecom facilities, delivery problems with respect to suppliers or occurrence of force majeure in relation to subcontractors.
General Terms	These general terms and conditions.
Hardware	The physical products rented or sold to the Customer by SPACEWELL.

Initial Term	The term the agreement between the Parties was concluded for, as described in the Proposal.
Intellectual Property Rights	Means, without limitation, all of the following: (i) all rights to inventions (whether patentable or unpatentable and whether or not reduced to practice), including all patents, patent applications including provisional patent applications and PCT patent applications) and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (ii) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (iii) database rights, (iv) design rights, (v) rights to topographies and mask works, (vi) rights on utility models, (vii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (viii) all trade secrets and confidential business information and all research and development and other forms of intellectual and industrial property rights protection, whether registered or not and including any applications therefore, recognized under any applicable law in any country worldwide.
License Fees	Means the applicable license fees for the Products and Services as set forth in the Proposal and the Annual License Fees Overview.
Maintenance	Spacewell's specialized software solution for the long-term maintenance management of buildings, installations, and infrastructure as further described in the Specific Terms and in the Proposal.
Parties	SPACEWELL and the Customer.
Party	SPACEWELL or the Customer.
Products & Services	Means any and all Hardware and Software which is SPACEWELL's property provided to Customer either through a license or "as a service" solution. For the purpose of these General Terms, Spacewell's products & services include Workplace, Asset, Energy as further described in the Agreement.
Proposal	The offer delivered to the Customer by SPACEWELL indicating the scope of the Product & Services offered to the Customer, the duration as well as the fees.
Renewal Term	The automatic renewal of the Initial Term for a period as described in the Proposal, save a termination of the agreement between the Parties in accordance with the provisions in the Terms.
Services Fees	Means the applicable services fees for the Products and Services as set forth in the Proposal and the Annual Services Fees Overview.
Software	All SPACEWELL software and all of its modules, dependent on the scope of the Agreement between the Parties as further described in the Specific Terms and in the Proposal, which is either licensed to the Customer or offered as a software-as-a-service solution.
SPACEWELL	means the relevant entity belonging to the Spacewell Group and entering into a Proposal with the Customer.
Specific Terms	The specific terms which apply to certain Products & Services.

Specifications	The technical features, functionalities or characteristics of the Product & Services, as described in the Proposal.
Third Party	Any legal entity and or natural person which is not SPACEWELL, the Customer or an Affiliated Company

2. APPLICABILITY

- 2.1. Any and every offer, sale and provision of Products & Services by SPACEWELL to a Customer shall be governed by the present General Terms and the applicable Specific Terms dependent on the scope of the Proposal.
- 2.2. Other terms or stipulations on forms and/or documents issued by the Customer (including but not limited the Customer's general terms and conditions), are not applicable and expressly excluded.
- 2.3. The Agreement governs the entire contractual relationship between the Parties. Deviations, additions or modifications shall not be effective unless agreed to in writing between the Parties.

3. PROPOSALS

- 3.1. Any Proposal relating to the Product & Service is valid for a period of two months following the date of the Proposal. Any Proposal relating to Hardware is valid for a specific period indicated in the Proposal, subject to Hardware and/or raw materials availability. SPACEWELL may at its sole discretion agree to extend the validity of any Proposal in writing.
- 3.2. Orders accepted by SPACEWELL are considered to be binding for the Customer. The Customer shall have no right to cancel an order without written permission from SPACEWELL.
- 3.3. SPACEWELL is entitled to make changes to the Product & Services, provided that any such change will not reasonable materially affect the Product & Service.

4. FEES, PAYMENT & INVOICING

Fees

- 4.1. The fees charged by SPACEWELL to the Customer may consist of License Fees or Services Fees or a combination of both. Both the License Fee and Services Fee shall be specified in the Proposal, which will contain the Annual License Fees Overview and the Annual Services Fee Overview. Without prejudice to the provisions of clause 4.8, the Annual License Fees Overview and the Annual Services Fee Overview may annually be revised and updated by SPACEWELL at its sole discretion. Upon revision of the Annual License Fees Overview and the Annual Services Fee Overview, SPACEWELL will give the Customer prior written notice of thirty (30) days prior notice. As of the receipt of this notice, the Customer shall be entitled to terminate the Agreement in the event it would not agree with the revised prices set forth in the updated Annual License Fees Overview and the Annual Services Fee Overview. Absent any termination within said thirty (30) days' notice period by the Customer, the new Annual License Fees Overview and the Annual Services Fee Overview will be deemed accepted and become effective.
- 4.2. The fees due by the Customer to SPACEWELL are stated in the Proposal (in general referred to as the "Fees"). In no event are Fees confirmed by SPACEWELL for one specific Agreement binding for subsequent agreements, unless it concerns orders within a specific larger written framework agreement. The Fees are fixed, subject to an annual revision as set forth in these General Terms.

- 4.3. Unless otherwise agreed, SPACEWELL provides any Hardware Ex Works, at the address indicated in the Proposal.
- 4.4. The Customer cannot set off any of its claims against any debt owed towards SPACEWELL.
- 4.5. For all Agreements entered into by SPACEWELL and a Customer with a foreign registered seat, the Fees will on every anniversary of the Effective Date be increased (and never decreased) with the applicable index monitoring economic inflation. For Agreements entered into by SPACEWELL and a Customer with a Belgian registered seat, the Fees will be increased (and never decreased) on every anniversary of the Effective Date in function of a change in labor costs or external (third party) costs (e.g. wages, energy costs and (raw) material, third party licenses (e.g. hosting services, and others). In the event of increases in the prices of labor costs or external (third party) costs SPACEWELL reserves the right, up to a maximum of 80% of the total Fee, to increase the part of the Fee representing these wages, energy costs and (raw) materials accordingly.

Taxes & Duties

- 4.6. The Customer shall be solely responsible for the payment of all federal, state or local import, usage, value added, withholding or other taxes or duties associated with the supply or use of the Products & Services. The Customer shall furthermore promptly reimburse SPACEWELL for any such taxes and or duties paid by SPACEWELL.

Payment & Invoicing

- 4.7. Any and every invoice from SPACEWELL to the Customer is due and payable within a payment term of thirty (30) calendar days from the day of the invoice date.
- 4.8. Any invoice from SPACEWELL needs to be paid in the indicated currency. If payment is made in another currency, the conversion will be calculated with regards to the highest rate, either at the rate of the invoice date or the date of payment. All bank and exchange costs connected to the collection of the amount due, will be charged to the Customer.
- 4.9. Any amount overdue will automatically be subject to a late payment interest equal to 1.5% of the outstanding amount per month or the maximum rate permitted by applicable law, whichever is lower. In addition, the Customer shall pay all reasonable costs (including reasonable attorneys' fees) incurred by SPACEWELL as a result of the recovery of the Customer's payment obligations hereunder and the adverse consequence on SPACEWELL's cash-flow, genuinely pre-estimated by the Parties to be 10% of the outstanding balance, with a minimum of € 250,00. To the maximum permitted by the applicable law, this is without prejudice to SPACEWELL's right to claim higher damages suffered.
- 4.10. If the Customer fails to pay any outstanding, due and non-disputed amounts within following the receipt of a written payment default notice, SPACEWELL may terminate the Agreement, or alternatively, at its sole discretion, suspend its obligations and/or the Customer's usage rights granted hereunder by written notice to the Customer until receipt of payment of any outstanding, due and non-disputed amounts.
- 4.11. If the Customer disputes any portion of an invoice, the Customer shall notify SPACEWELL within eight (8) calendar days from the invoice date of the nature of any such dispute, the basis for the Customer's dispute and the amount involved, together with any appropriate information supporting Customer's position, failure of which shall result in the invoice being deemed accepted by the Customer. In any event, the undisputed portion of the invoice shall be paid as set forth herein.

5. INTELLECTUAL PROPERTY

Principle

- 5.1. All rights, including Intellectual Property Rights in the Product & Services shall at all times remain the sole and exclusive property of SPACEWELL, and the Customer shall obtain no rights, title or interest in the Products & Services except for the restricted user rights expressly granted hereunder. Customer hereby acknowledges that SPACEWELL retains all rights, including any Intellectual Property Rights in and to any modifications to the Product & Services, update, upgrade or new release thereof, and that all Intellectual Property Rights in the Product & Services shall be and remain the sole property of SPACEWELL. Subject to the terms and conditions of this Agreement SPACEWELL will grant Customer a personal, restricted, non-exclusive, non-transferable, non-assignable right, without the right to sublicense, to access and use the Product & Services for the Customer's internal business purposes.
- 5.2. The Customer agrees not to remove or modify any proprietary markings present on or in the Product & Services or visible during its operation, including any copyright notice, of markings present on media or any Documentation.
- 5.3. SPACEWELL will be the sole owner of any and all Intellectual Property Rights created, prepared, produced or developed by SPACEWELL under or in connection with the Product & Services provided pursuant to this or any other agreement between the Parties (including, without limitation, every right, title and interest in any ideas, concepts, know-how, techniques, codes, materials, designs, methods, systems, software, programming, Documentation and other deliverable and derivative works of the deliverables).

Prohibited activities by the Customer

- 5.4. It is illegal for the Customer to modify, hide, remove or make the copyright, patents or other legal statements of the Product & Services unreadable. No changes to the Product & Services or its content may be made by the Customer. The Customer must implement any necessary technical and organisational measures to keep the Product & Services safe. The Customer agrees to fully indemnify SPACEWELL for any damages it might suffer in this regard.

Improvements

- 5.5. In case the Customer breaches its obligations under this clause by modifying, improving or creating derivative works of or from the Product & Services, SPACEWELL shall immediately and irrevocably own any rights, titles and interests, including the Intellectual Property Rights. No compensation of any kind shall be due by SPACEWELL to the Customer pursuant to this transfer of said rights.

Customer Data

- 5.6. The Customer grants SPACEWELL a non-exclusive, transferable, worldwide, irrevocable royalty-free license to:
- (i) Use Customer-Data as necessary for the provision of the Product & Services and its output; and
 - (ii) Use Customer-Data to provide any Additional Services requested from Customer and perform its obligations under the Agreement between the Parties.
- 5.7. The Customer-Data hosted-by SPACEWELL as part of the Product & Services, and all worldwide Intellectual Property Rights in it, shall remain the exclusive property of the Customer. Any rights in and to the Customer-Data not expressly granted to SPACEWELL in this or any other agreement between the Parties, remain vested in the Customer.
- 5.8. The Customer agrees that SPACEWELL may collect, use, and disclose quantitative data derived from the use of the Product & Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer and/or Customer Data.
- 5.9. The Customer represents and warrants it is the rightful owner of the Customer Data and/or disposes of sufficient usage rights and authority to grant to SPACEWELL, and to allow SPACEWELL to use it for the purpose of the Agreement. Customer will indemnify and hold SPACEWELL harmless for any damages resulting from the use by SPACEWELL of the Customer Data.

Breaches

- 5.10. If the Customer violates its obligations under this clause, it will be due a lump-sum compensation of fifty-thousand EUROS (€ 50.000,00) to SPACEWELL, to be increased with five-thousand EUROS (€ 5.000,00) for each day the violation continues and without prejudice to SPACEWELL's right to claim and prove higher damages as well as terminate for breach.

6. DATA PROTECTION

- 6.1. As part of the performance of its obligations under this Agreement, SPACEWELL will process personal data on behalf of Customer in accordance with the General Data Protection Regulation and other applicable privacy laws. Customer shall ensure that it has properly informed in accordance with articles 12, 13 and 14 of the GDPR those whose personal data is being processed and that the personal data that it supplies or discloses to SPACEWELL has been obtained fairly and lawfully and that it has, to the extent necessary, obtained all necessary consent of those whose personal data is being processed.
- 6.2. Any and every processing of personal data, which results from an agreement between the Parties, shall be subject to the provisions of the Data Processing Agreement as well as in accordance with applicable data protection laws.
- 6.3. Each Party shall ensure that its personnel and (sub)contractors shall, at all times, comply with its/their respective obligations under any applicable data protection laws and the Data Processing Agreement agreed between the Parties in relation to all personal data that is processed under the Agreement.

7. REPRESENTATIONS & WARRANTY

Express Warranties

7.1. SPACEWELL represents and warrants the following aspects to the Customer:

- (i) Except as expressly set forth in this clause 7 and to the maximum permitted by applicable law, the Products & Services are provided by SPACEWELL “as is”. The express warranties set forth in this clause 7 are the only warranties made by SPACEWELL with respect to the Products & Services provided by SPACEWELL in connection with the Agreement. SPACEWELL makes no (and hereby disclaims all) other warranties, covenants or representations or conditions, either written, oral, express or implied, including without limitation any implied warranties of merchantability, suitability and fitness for a particular purpose or use with respect to the use, misuse or inability to use the Products & Services (in whole or in part). SPACEWELL makes no warranty with respect to any hardware, software or product of any third party, unless explicitly approved by SPACEWELL.
- (ii) SPACEWELL warrants and guarantees that the Additional Services shall be carried out in a proper and professional manner by properly qualified personnel;
- (iii) To the best of SPACEWELL’s knowledge, the Software does not, upon delivery by SPACEWELL to the Customer, contain any virus or malware. SPACEWELL will not knowingly program into the Software, any program, virus or other software, designed to permit unauthorized access to any Customer computer system or to disable, erase or otherwise cause damage to software, hardware or data or any back door, time bomb, software lockout key or device, drop dead device, or other software routine designed to disable a computer, either automatically or with the passage of time or under the control of any person. SPACEWELL will perform the necessary checks hereto.
- (iv) SPACEWELL warrants that the use of the Products & Services will meet the applicable service levels as provided in the Specific Terms.

7.2. Each Party represents and warrants to the other the following:

- (i) it is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to execute and deliver the Agreement, to perform its obligations hereunder and to engage in the transactions contemplated thereby;
- (ii) the execution, delivery and performance of the Agreement have been duly authorized by all requisite action on the part of such Party and the Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of the Agreement by each Party do not, to the best of its knowledge (i) violate any judgment, order, injunction, decree or award of any court or governmental body binding on such Party, (ii) violate any law or regulation that is applicable to such Party, or (iii) violate or conflict with, or constitute a default under, the terms of any agreement to which such Party is a party. If at any time during the Agreement, a Party notices or suspects that wrong assumptions have been made or any of these warranties prove incorrect, it shall promptly inform the other Party thereof in writing.

8. GENERAL LIABILITY AND INDEMNIFICATION

8.1. To the maximum extent permitted by applicable law, Parties exclude any and all liability (whether in contract, warranty, tort (including as a result of negligence, product liability or other theory)) for any indirect, punitive, incidental, special or consequential or other similar damages (including damages for loss of profit, revenue, business, contracts or clients, loss of or corruption of data, loss of goodwill, damages to equipment and reputational damage, opportunity loss, loss of anticipated savings, and the

cost of procuring replacement goods or services), even if Parties have been advised or notified of the possibility of such costs or damages.

- 8.2. Without prejudice to and without limiting clause 8.1 and to the maximum extent permitted by applicable law, the aggregate liability of each Party arising out of or in connection with the Agreement or the transactions contemplated hereby, whether in contract, warranty, tort (including negligence, product liability or other theory), or otherwise, shall not exceed the total amount (excl. taxes) paid by the Customer to SPACEWELL pursuant to this Agreement during the twelve (12) month period preceding the date on which the relevant liability claim arose.
- 8.3. The Customer agrees that SPACEWELL can only be held liable as per the terms of this clause 8 to the extent damages suffered by the Customer are directly and solely attributable to SPACEWELL. However, nothing in the Agreement shall limit or exclude SPACEWELL's liability for (i) gross negligence, (ii) willful misconduct or (iii) fraud.

9. THIRD PARTY CLAIMS

- 9.1. SPACEWELL shall defend the Customer against any claims brought by Third Parties to the extent such claims are based on an infringement of Intellectual Property Rights due to the proper use of the Product & Services and expressly excluding any claim resulting from:
- (i) Unauthorized use of the Product & Services;
 - (ii) Modifications to the Product & Services by any other party than SPACEWELL;
 - (iii) Failure by the Customer to use the most recent version of the Product & Services made available to said Customer by SPACEWELL, if SPACEWELL indicated that such an update was necessary to prevent a potential claim.

Conditions for indemnification

- 9.2. This indemnification obligation from SPACEWELL only applies if:
- (i) The Customer promptly notifies SPACEWELL of said claim in writing;
 - (ii) The Customer grants SPACEWELL sole control of the defence and settlement of the claim;
 - (iii) The Customer grants SPACEWELL full cooperation in the execution of said defence or settlement, at SPACEWELL's expense; and
 - (iv) the Customer makes no admissions as to the liability of SPACEWELL in respect of such claims, nor does the Customer enter into a settlement with respect to said claim without the express, written and prior consent of SPACEWELL.

Provided these conditions are met, SPACEWELL shall indemnify the Customer for the damages suffered as awarded by a competent court of final instance, or as agreed to by SPACEWELL pursuant to a settlement agreement.

SPACEWELL remedies

- 9.3. In the event the Product & Services are likely to or become the subject of a Third Party infringement claim, SPACEWELL has the right to:
- (i) Modify the (allegedly) infringing part of the Product & Services so that it becomes non-infringing whilst retaining the functionality of the Product & Services;
 - (ii) Obtain a license as to enable the Customer to keep using the Product & Services, despite the alleged infringement;

- (iii) Terminate the relevant license and pay the Customer the pro rata remaining amount of the Fee the Customer paid to SPACEWELL for that portion of the Product & Services which is the subject of the (alleged) infringement.

- 9.4. The indemnity provided in clause 9 and remedies provided in clause 9.3 are the entire liability and obligation of SPACEWELL and the sole remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Product & Services or any part thereof.

10. NON - SOLICITATION

- 10.1. The Customer agrees and undertakes not to induce or attempt to induce any employee, agent or self-employed (such as for example but not limited to consultant or officer), active within SPACEWELL during the previous year (to be computed from the moment of the alleged breach), to terminate his/hers/its employment or contractual relationship with SPACEWELL, regardless of whether such employee, agent or self-employed would commit a breach of contract by terminating this employment or relationship. Customer agrees to refrain from such activity as from the Effective Date of the Agreement between the Parties until the end of a period of twenty-four (24) months (hereinafter referred to as the "Non-Solicitation Period").
- 10.2. The non-solicitation obligations set out in this clause is geographically limited to Western Europe, North-America and India.
- 10.3. If the Customer violates its obligations under this clause 10, SPACEWELL is entitled to a lump-sum compensation equal to the amount of the salary or fee payable to the concerned employee, agent and/or self-employed during the twelve (12) months immediately preceding the date of the event giving rise to the claim. This clause 10.3 shall be without prejudice to the right of SPACEWELL to claim higher damages if it can prove that the actual damages are higher than the lump-sum provided for in this clause.
- 10.4. The Customer recognizes that the non-solicitation obligation under this clause is reasonably necessary with respect to the protection of the interests of SPACEWELL.

11. FORCE MAJEURE

- 11.1. The Parties shall not be held responsible for delays or shortcomings in the carrying out of their duties whenever this is due to Force Majeure.
- 11.2. A Party who invokes an event of Force Majeure must notify the other Party and perform all reasonable efforts to limit or avoid any adverse consequences. In the event the situation of Force Majeure exceeds a period of three (3) months after notification, the Party against whom the Force-Majeure is invoked may terminate the Agreement by notice and without any compensation due to the other Party.

12. CONFIDENTIALITY

Obligations

12.1. All Confidential Information (including but not limited to all information of financial, commercial, legal, fiscal, social, technical and organizational nature, business and trade secrets, business partner, customer and supplier data, employee data, personal data, programs, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), processes, schematics, testing procedures, software design and architecture, design and function specifications) (Confidential Information) exchanged between the Parties prior to entering into an agreement as well as during the Agreement between said Parties shall be considered confidential and be treated by each Party with the utmost secrecy and thus more specifically the recipient shall:

- (i) Solely use the Confidential Information for its own account and under the utmost secrecy;
- (ii) Not use, reproduce, or allocate the Confidential Information in any manner or for any other purpose than the (possible) cooperation between parties;
- (iii) Not engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of any of the Confidential Information;
- (iv) Not derive any commercial benefit from the Confidential Information;
- (v) Not divulge, disclose or make the Confidential Information, of which it has knowledge, available to any Third Party, without the express written consent of the disclosing Party;
- (vi) Disclose such Confidential Information only to those employees who need to know such information within the framework of the (possible) cooperation between Parties, and the recipient certifies and warrants that these employees have previously agreed, as a condition to employment, to be bound by terms substantially similar to provisions applicable to the recipient under these General Terms.

Not Confidential Information

12.2. The Parties agree that the following information shall not be considered to be Confidential Information:

- (i) Any and all information which is available in the public domain, and which was not made available in the public domain as a result of a breach by a Party of the obligations set forth in this clause;
- (ii) Any and all information which can be proven by a Party to the reasonable satisfaction of the disclosing party to be lawfully in the receiving Party's possession, prior to any disclosure by the Disclosing Party and without an obligation of confidentiality towards the disclosing Party;
- (iii) Any and all information which can be proven by a Party to the reasonable satisfaction of the disclosing Party to be lawfully obtained from a Third Party by the receiving Party, which was under no obligation of confidentiality towards the disclosing Party;
- (iv) Any and all information which can be proven by a Party to the reasonable satisfaction of the disclosing Party to be independently developed by the receiving Party, without access or reference to, or use of, the disclosing Party's Confidential Information.

Survival of Termination

12.3. This confidentiality obligation applies during the course of the Agreement between the Parties and will continue to exist for a period of five (5) years starting from the termination of the Agreement between the Parties. Upon termination of said Agreement between the Parties, or upon earlier written request by the disclosing Party, the receiving Party shall immediately and irrevocably destroy any and all Confidential Information it received from the disclosing Party. Furthermore, the receiving Party shall provide the

disclosing Party with a full written declaration, stating any and all Confidential Information has been destroyed.

- 12.4. The disclosing Party shall remain at any moment the sole owner of its Confidential Information. Except as expressly set forth herein, nothing in these General Terms or the relationship between the Parties shall grant to the recipient any rights to or interest in the Confidential Information, and no implied licenses are granted by these General Terms.

Contractual remedies in case of a breach on this clause & Hierarchy

- 12.5. In case of a breach on this confidentiality obligation by a Party, the breaching Party shall be due a lump-sum compensation to the other Party of fifty-thousand EUROS (€ 50.000,00), to be increased with an amount of five-thousand EUROS (€ 5.000,00) for each day the breach continues and without prejudice to the non-breaching Party to claim and prove higher damages. The remedy in this clause, does not preclude SPACEWELL from using any and every other possible remedy granted to it by applicable law and the Agreement between the Parties.
- 12.6. Both Parties will take reasonable measures to ensure that their directors, employees and assignees will respect this obligation of confidentiality.
- 12.7. Without prejudice to the foregoing, Customer acknowledges that in the event a non-disclosure agreement is signed between parties, such non-disclosure agreement shall prevail.

13. TERMINATION

- 13.1. This Agreement will commence as of the Effective Date and will remain into force for a defined term equal to the Initial Term, unless terminated pursuant to clause 13.5, 13.6 or 13.7 below.
- 13.2. Upon expiration of the Initial Term (or each Renewal Term), and unless terminated in accordance with the provisions of the Agreement, the term of this Agreement will automatically and tacitly be renewed for a period equal to the Initial Term (each a Renewal Term).
- 13.3. Upon termination of the Agreement irrespective of the reason:
- (i) The Customer shall pay SPACEWELL any and all Fees and other amounts due to SPACEWELL pursuant to this Agreement between the Parties up to the date of termination (included). It being understood that in the event the Customer would terminate the Agreement for other reasons than for cause (as set forth in clause 13.5, 13.6 or 13.7), SPACEWELL will be entitled to be paid all Fees (the aggregate amount) corresponding to respectively the Initial Term or the Renewal Term;
 - (ii) Any and all user-rights granted to the Customer by SPACEWELL pursuant to any and every other agreement between the Parties, will terminate automatically; and
 - (iii) All licenses and hosting/maintenance service provided to the Customer as part of the Products & Services by SPACEWELL will be automatically terminated.
 - (iv) SPACEWELL will return all Customer Data back to the Customer within forty-five 45 days in a usable format or destroy the data partially or entirely (with proof).
- 13.4. Any and every termination of the Agreement between the Parties shall be without prejudice to their respective rights and or remedies.

- 13.5. Each Party can terminate this Agreement taking effect on the end of the Initial Term or a Renewal Term, without any motivation, by providing the other Party a written notice at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term respectively. Termination by the Customer via e-mail shall only be valid if sent to salesupportnl@spacewell.com.
- 13.6. Parties agree that this Agreement can be terminated, without prior notice and without compensation to the other Party in the event a Party:
- (i) becomes insolvent;
 - (ii) makes a general assignment for the benefit of its creditors;
 - (iii) suffers or permits the appointment of a receiver or a manager for its business or assets; or
 - (iv) avails itself or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the right of creditors.
- 13.7. Where any default or failure can be remedied, the innocent Party should give written notice to the defaulting Party of such default or failure and allow for a period of thirty calendar days to remedy the same to the reasonable satisfaction of the non-defaulting Party. If the default or failure is not remedied at the end of said notice period, the non-defaulting Party is allowed to terminate the Agreement for breach immediately upon written notice.

14. NO WAIVER

- 14.1. Any failure or delay by the Parties in exercising any right under any agreement between the Parties, including but not limited to the terms of this Agreement, any single or partial exercise of any right under such agreement and/or these terms or any partial reaction or absence of reaction by the Parties in the event of violations by the Parties on either these terms or the agreement between the Parties, shall not operate nor be interpreted as a waiver (either express or implied, in whole or in part) of Parties' rights under such agreement or these terms, nor shall it preclude any further exercise of any such rights.
- 14.2. Any and every waiver of a right by the Parties must be specific and in writing. If there has been an express waiver of a right following a specific failure by the Parties, this waiver only applies in that specific situation and cannot be invoked by the Parties in favor of a new failure, even when said new failure would be similar to the prior one, or in favor of any other kind of failure.

15. SEVERABILITY

- 15.1. If a court of competent jurisdiction determines any provision, or any portion thereof, of the Agreement to be unenforceable, void or invalid, then the remainder of the provision will remain in full force and effect. If the provision is essential for the functioning of the Agreement but is inoperable due to the competent jurisdiction's determination, the Parties agree in such case to start good faith negotiations in order to substitute such invalid or unenforceable provision by a similar provision to accomplish the intent of Parties to the extent permitted by applicable law.

16. OTHER PROVISIONS

Notices

- 16.1. Any notices between the Parties must be in writing and delivered to the recipient in person through a reputable courier service or by registered mail (with acknowledgement of receipt) to the address indicated below:

To SPACEWELL:	SPACEWELL Attn: relevant contactperson as set forth in the Proposal Sneeuwbeslaan 20 bus 3, 2610 Wilrijk (Antwerp), Belgium With a copy to: legal@spacewell.com
To the Customer:	To the address mentioned on the Proposal, unless the Customer gave Notice to SPACEWELL of another address in accordance with the requirements of this Clause.

Relationship between Parties

- 16.2. The Parties are independent from each other. Nothing in the Agreement between the Parties shall be construed to create a partnership, joint-venture or agency relationship between the Parties.
- 16.3. The Customer shall in no way whatsoever have the right nor be allowed to bind SPACEWELL, nor vice versa.

Publicity

- 16.4. SPACEWELL reserves the right to publish the Customer as a reference, by a.o. using the name of the Customer, elaborating on the scope of this Agreement with the Customer in publications, be it on a printed and/or digital media (i.e. paper or on a website, blog, forum or any other (social) medium).

Subcontracting/assignment

- 16.5. Except in case of assignment/subcontracting to an Affiliated Company, the Agreement between the Parties may not be assigned (be it partial or in whole) to any other party, except in case of explicit, prior and written consent by the other Party. Any assignment or subcontracting in breach of this clause, shall be void and unopposable to the non-breaching Party, who shall be able to enforce the Agreement between the Parties.

17. JURISDICTION AND APPLICABLE LAW

- 17.1. The present Agreement is governed by the law of the seat of the SPACEWELL-entity entering into this Agreement. Any dispute regarding the interpretation and/or the execution of the present Agreement will be submitted to the competent courts of the country where the SPACEWELL-entity entering into this Agreement has its seat. Although the Agreement has been drafted in English, judicial proceedings will be held in Dutch. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded.

Rate card 2024 for Professional Services

Hourly rates

Role	EUR	USD	GBP	INR	SEK
Implementation Consultant / Projectmanager	137,50	175,00	125,00	1.660	1.375

Daily rates other countries

Country	Daily rate in EUR (*)
India, Bangladesh, Sri Lanka	160,00
Vietnam, Filipijnen, Thailand, Maleisië	425,00
Singapore, Australië, Nieuw-Zeeland, Hongkong	500,00
Golfstaten: VAE, Marokko, Qatar, Bahrein, enz.	450,00

(*) Rates are excluding VAT

Additional information

- Travel time is charged at 50% of the hourly rate
- Other travel costs will be charged based on actuals
- Work performed outside office hours will be charged on the basis of 150% of the hourly rate
- Work performed on Sundays and public holidays will be charged on the basis of 200% of the hourly rate