

Tangent Works Terms and Conditions

1. Scope of application

- 1.1. The present Tangent Works Terms and Conditions, together with its Schedules, are applicable to each Order Form executed between Tangent Works and Customer and to all Software and services offered by Tangent Works to Customer.
- 1.2. Customer agrees to waive its own general and special terms and conditions, even where it is stated therein that only those conditions apply and even if such terms and conditions were not protested by Tangent Works. This Agreement shall prevail over any differing or additional terms and conditions proposed by Customer, including, without limitation, those contained in any purchase order issued by Customer.

2. Definitions

Capitalised notions used throughout the Agreement shall have the meaning given to them below, unless stated otherwise:

"Account" means an account linked to personalized log-in credentials enabling an Authorised User to download, install, access and/or use (as applicable) the Software.

"Agreement" means the entire contractual relation between Tangent Works and Customer, consisting of (i) these Terms and Conditions, (ii) the relevant Order Form(s) and (iii) the Schedules.

"API" means the application programming interface(s) developed and enabled by Tangent Works that allow Customer to access certain functionalities of the Software.

"Authorized User" means an individual that is allowed to download, install, access and/or use (as applicable) the Software on Customer's behalf.

"Business Day" means Monday through Friday, exclusive of public holidays in Belgium.

"Business Hours" means between 9:00 to 18:00 CET on Business Days.

"Confidential Information" of a Party means the information of such Party, whether in written, oral, electronic or other form, and which (i) is designated as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly designated as confidential, including information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, customer lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software, documentation, designs, prototypes, methods, processes, procedures, codes, and any technical or trade secrets, including all copies

of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing.

"Customer", **"you"** or **"your"** means the legal entity entering into contractual relations with Tangent Works, as identified in the Order Form.

"Customer Cloud" shall have the meaning set out in clause 4.3 of these Terms and Conditions.

"Customer Data" means any information, data and files transmitted or uploaded to the Software by Customer or Authorized Users, or by Tangent Works on Customer's behalf for the purpose of facilitating Customer's use of the Software.

"Customer Personal Data" means all Personal Data within Customer Data.

"Data Protection Laws" means all relevant regulation, national or international, concerning privacy and data protection, including but not limited to the General Data Protection Regulation ("**GDPR**").

"Delivery Date" means the date on which the Software is delivered and/or made available to Customer, as set out in the Order Form.

"Documentation" means the operating manual, including a description of the functions performed by the Software, user instructions, and such other related materials as ordinarily made available by Tangent Works to its customers to facilitate the use of the Software.

"Effective Date" means the effective date as set out in the Order Form.

"Feedback" shall have the meaning given to it in clause 7 of these Terms and Conditions.

"Fees" means any and all amounts payable by Customer to Tangent Works under the Agreement.

"Initial Term" shall have the meaning given to it in clause 13 of these Terms and Conditions.

"Intellectual Property Rights" means all intellectual or industrial property right or equivalent, whether registered or unregistered, including but not limited to: (i) copyright (including moral rights), patents, database rights and rights in trademarks, logos, designs, other artwork, know-how and trade secrets and other protected undisclosed information; and (ii) applications for registration, and the right to apply for registration, renewals, extensions, continuations, divisions, reissues, or improvements for or relating to any of these rights.

"Online Marketplace" means any online marketplace through which Tangent Works makes the Software available.

"On-Premise" shall have the meaning set out in clause 4.3 of these Terms and Conditions.

"On-the-Edge" shall have the meaning set out in clause 4.3 of these Terms and Conditions.

"Order Form" means a written document entered into between the Parties (including via an Online Marketplace) regardless of its designation (e.g. "quotation" or "product order"), indicating the nature, number and other specifics of the Software subscribed to by, Customer, including the

specific conditions under which such order is made, and which forms an integral part of the Agreement.

"Partner" means a third-party reseller and/or implementation partner approved by Tangent Works.

"Party" means Customer and/or Tangent Works.

"Personal Data" shall have the meaning given to it in article 4 (1) of the General Data Protection Regulation.

"Renewal Term" shall have the meaning given to it in clause 13 of these Terms and Conditions.

"Schedule" means any annex, schedule, appendix or other complementary document which forms a part of the Agreement.

"Software" means the Tangent Works' Tangent Information Modeler ("**TIM**"), an automatic model building engine designed specifically for time series forecasting and anomaly detection.

"Support Services" means the support services set out in the Schedule 1 (*Service Level Agreement*).

"Tangent Works", "our", "we" or "us" means TangentWorks BV, a company organized and existing under the laws of Belgium having its registered office at Oplombeekstraat 6 1755 Gooik (Belgium) and registered with company number 0892.656.851.

"Tangent Works Cloud" shall have the meaning set out in clause 4.3 of these Terms and Conditions.

"Term" means the Initial Term and the Renewal Term(s) (if any).

"Terms and Conditions" means the present Tangent Works terms and conditions, including its Schedules.

"Transaction" means an API call to the TIM engine for model generation, forecasting or anomaly detection requested by (or on behalf of) Customer.

The Schedules may contain additional definitions, specific to those Schedules.

3. License

3.1. In consideration of Customer's compliance with the provisions as set out in this Agreement (including timely payment of all Fees), Tangent Works grants Customer during the Term a personal, restricted, non-exclusive, non-transferrable, non-sublicensable, non-assignable, revocable, worldwide license to (i) download and install (in case of On-Premise, On-the-Edge and Customer Cloud installation only) and (ii) access and use the Software for Customer's internal business purposes.

3.2. Any access to and use of the API is subject to the restrictions and policies implemented by Tangent Works from time to time with respect to the API as set forth in the Documentation or otherwise communicated to Customer in writing.

3.3. Depending on the type of subscription ordered by Customer a certain number of Transactions per applicable time period (e.g. per month) may be included within the subscription, as set out in the Order Form. Any Transaction in excess of the number of Transactions included within the ordered

subscription shall be charged at the cost-per-Transaction indicated in the Order Form. Any non-used Transactions during the applicable time period shall not be transferable to the next time period. Customer is responsible for all Transactions requested and/or made via its Account(s).

3.4. Customers shall at all times comply with (i) the applicable Documentation; (ii) the provisions of the Agreement; and (iii) any reasonable instruction of Tangent Works.

3.5. Customer explicitly agrees (and shall procure that its Authorized Users agree) not to, directly or indirectly (including, without limitation, through the actions of any affiliate, agent, subcontractor, Authorized User or, in general, any third party):

(i) use the Software other than in accordance with the Software's intended purpose, the Agreement and for Customer's internal business purposes;

(ii) use the Software in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(iii) sell, lease, commercialize, rent, display, license, sublicense, transfer, provide, disclose, or otherwise make available to, or permit access to (or use of), the Software or the Documentation, in whole or in part, to (or by) any third party, whether or not related to Customer or otherwise use the Software on a "service bureau basis", except as expressly permitted in this Agreement;

(iv) modify the Software or develop any derivative works based on the Software or any Confidential Information of Tangent Works;

(v) decompile, disassemble, translate, reverse engineer or attempt to reconstruct, identify or discover, copy, create derivative works based upon the source code of the Software (unless permitted by law), underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever (except to the extent such restriction is prohibited under applicable law), or disclose any of the foregoing;

(vi) encumber or suffer to exist any lien or security interest on the Software;

(vii) take any action that would cause the Software or the source code to be placed in the public domain;

(viii) use the Software in any computer environment not expressly permitted under this Agreement; and

(ix) work around any technical limitation in the Software.

3.6. Customer shall comply with all applicable laws relating to the use of the Software. Customer acknowledges that the Software may include encryption and may, accordingly, be subject to export or other additional restrictions.

3.7. The right to access and use the Software subscribed to, is expressly restricted to the rights, limitations and other terms set forth in the Agreement and Customer



shall not be able to invoke any alleged implied rights which are not expressly set out under the Agreement. For the avoidance of doubt, the Software is only licensed, not sold to Customer.

- 3.8. Customer acknowledges and agrees that any download of, access to and use of the Software outside the scope of and/or in breach of the terms as set forth in this Agreement, shall entitle Tangent Works to immediately terminate (or alternatively, at Tangent Works' option, suspend) this Agreement for material breach by Customer, without any formalities being required and without prejudice to any other right or remedy available to Tangent Works pursuant to this Agreement or under applicable law.
- 3.9. Customer hereby acknowledges and agrees that any modification or attempted modification of the Software by any party other than Tangent Works shall void Tangent Works' warranties and shall be deemed to represent a material breach of this Agreement by Customer.

4. Delivery of the Software

- 4.1. Tangent Works shall create an Accounts for Customer and shall provide Customer with access credentials on, or within, a reasonable time following the Effective Date.
- 4.2. Customer expressly acknowledges that the operation of the Software may require that Customer has or obtains, at Customer's sole cost and expense, high-speed internet connection, hardware, networks, operating systems and/or other third-party software.
- 4.3. The Software can be installed and hosted, at Customer's option and as determined in the Order Form:
- (i) in the cloud, either by Tangent Works' third-party hosting provider ("**Tangent Works Cloud**") or by the cloud provider chosen by Customer under Customer's own cloud subscription ("**Customer Cloud**");
 - (ii) on-premise on Customer's infrastructure ("**On-Premise**"); or
 - (iii) on-the-edge ("**On-the-Edge**").
- 4.4. **Tangent Works Cloud.** In case the Software is made available on Tangent Works Cloud, the following provisions shall apply:
- (i) At the Effective Date, the hosting services are provided by the third-party hosting provider appointed by Tangent Works. At all times during the Term, Tangent Works shall have the right to choose another hosting partner offering similar guarantees in terms of availability.
 - (ii) Customer acknowledges and agrees to accept and comply with the last version of the terms and conditions of the third-party hosting provider.
 - (iii) Customer acknowledges and agrees that the third-party hosting provider may update its terms from time to time. In case of material updates of the third-

party hosting terms, Tangent Works shall use reasonable efforts to notify Customer thereof. Tangent Works cannot be held liable for any malfunctioning of such third-party hosting services.

- (iv) Tangent Works commits to meet or exceed the service level for availability set out in Schedule 1 (*Service Level Agreement*).
- 4.5. **Customer Cloud, On-Premise and On-the-Edge.** In case of Customer Cloud, On-Premise or On-the-Edge installation, the following provisions shall apply:
- (i) Tangent Works shall deliver the Software and corresponding Documentation to Customer on the Delivery Date set out in the Order Form.
 - (ii) Customer shall bear all costs and full responsibility for such installation and hosting.
 - (iii) Unless explicitly agreed otherwise, Customer shall enter into an agreement with a Partner in respect of the installation and/or implementation of the Software.
 - (iv) Customer is deemed to have accepted the Software (i) if no written notice of non-acceptance is given to Tangent Works within five (5) Business Days following the Delivery Date or (ii) if Customer uses the Software for any purpose other than for carrying out the acceptance testing. The notice of non-acceptance shall specifically identify the reasons for such non-acceptance.
- 4.6. **Online Marketplace.** In case the Software is ordered through an Online Marketplace, the applicable delivery terms, delivery procedure and hosting terms of the Online Marketplace shall apply.
- #### 5. Maintenance and changes
- 5.1. Tangent Works reserves the right to make operational or technical changes to the Software, and to modify, add or remove certain functionalities.
- 5.2. Customer acknowledges that in order to ensure a correct functioning of the Software, maintenance services are needed from time to time. Tangent Works shall carry out such maintenance services at its sole discretion and shall use all reasonable endeavours to minimise the impact on Customer's day to day business. Where practicable, Tangent Works shall give to Customer prior written notice of scheduled maintenance that is likely to affect the availability of the Software or is likely to have a material negative impact upon the Software. Tangent Works shall not be liable for costs incurred by Customer as a result of any non-availability of the Software due to maintenance services for which prior written notice has been given.
- 5.3. Tangent Works shall automatically make available updates for Customers having opted for Tangent Works Cloud deployment and/or having ordered the Software via an Online Market. Customers having opted for Customer Cloud, On-Premise and On-the-Edge are responsible for making sure that the



available updates are installed in a correct and timely manner. Tangent Works shall in no way be responsible for incidents or any damages resulting and/or linked to the use of outdated versions of the Software.

6. Intellectual Property Rights

- 6.1. Tangent Works is and remains the sole and exclusive proprietary owner of all Intellectual Property Rights related to the Software and the Documentation (including any new versions, updates, customizations, enhancements, modifications or improvements made to the Software or Documentation).
- 6.2. Nothing in the Agreement shall convey any title or proprietary right or Intellectual Property Rights in or over the Software and the Documentation to Customer or any third party. Customer shall not in any way acquire any title, rights of ownership, copyright, intellectual property rights or other proprietary rights of whatever nature in the Software or Documentation. Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Software, or visible during its operation, or on media or on any Documentation.

7. Feedback

If Customer provides Tangent Works with ideas, comments or suggestions relating to the Software ("Feedback") all Intellectual Property Rights in that Feedback, and anything created as a result of that Feedback (including new material, enhancements, modifications or derivative works), shall vest in Tangent Works and Tangent Work shall have the right to use and disclose the Feedback for any purpose.

8. Customer Data

- 8.1. All Customer Data shall remain property of Customer.
- 8.2. Customer hereby grants to Tangent Works a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Tangent Works' obligations and the exercise of Tangent Works' rights under this Agreement. Customer also grants to Tangent Works the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of Tangent Works' obligations and the exercise of Tangent Works' rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.
- 8.3. Customer warrants to Tangent Works that Customer's Data when used by Tangent Works in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any third party, and will not breach the provisions of

any law, statute or regulation, in any jurisdiction and under any applicable law.

- 8.4. Customer shall make a back-up copy of all Customer Data prior to uploading Customer Data onto the Software.

9. Usage Control

- 9.1. Tangent Works has the right to (have a third party) monitor and inspect the usage of the Software by Customer (including but not limited to monitoring the number of Transactions).
- 9.2. If such inspection shows that Customer has underpaid the amount of Fees due to Tangent Works, without prejudice to any other rights and remedies available to Tangent Works, Customer shall promptly pay the amount of such underpayment to Tangent Works together with any applicable late payment interest.

10. Audit

- 10.1. Tangent Works has the right to (or to have a third-party auditor) perform audits at any time during business hours upon reasonable notice, in order to inspect Customer's compliance with the license grant and the number of users accessing the Software. Any such audit shall not unreasonably interfere with the normal business operations of Customer. Customer undertakes to make available all useful documentation and provide all reasonable access and assistance to enable Tangent Works, as applicable, to perform the audit.
- 10.2. Such audit shall be undertaken, at Tangent Works' cost, unless in the event such audit reveals Customer's non-compliance with this Agreement, in which case Customer shall pay the costs of such audit within fifteen (15) days of notice of the audit results. Customer agrees that Tangent Works shall not be responsible for any of Customer's costs incurred in relation to the audit.

11. Service Levels

- 11.1. Subject to timely payment of the applicable Fees, Tangent Works shall make available the Software and provide Support Services in accordance with Schedule 1 (*Service Level Agreement*).

12. Fees and Payment Terms

- 12.1. In case Customer has ordered the Software through an Online Market Place, the Order Form may contain specific payment provisions, which shall prevail if and to the extent that they are inconsistent with the below payment terms.
- 12.2. The fixed recurring Fees shall be invoiced on a monthly or yearly basis (as indicated in the Order Form) as from the Effective Date, either by Tangent Work or by the applicable Online Market Place, as



indicated in the Order Form. Any Fees for usage in excess of the applicable package shall be invoiced on a monthly basis.

- 12.3. Upon renewal of the Agreement, Tangent Works may increase the applicable Fees. In such case, Tangent Works will notify Customer thereof in advance and the increased fees will apply at the start of the next Renewal Term. If Customer does not agree to this price increase, Customer shall have the right to terminate the Agreement at the end of the then-current Term by giving written notice to Tangent Works.
- 12.4. All invoices are payable within thirty (30) calendar days after the invoice date. If a Customer disputes an invoice (or any portion thereof), Customer must notify Tangent Works in writing of the nature of such dispute within five (5) Business Days after the invoice date, failing which the invoice shall be deemed accepted by Customer. The undisputed portion of the invoice shall be paid as set forth in the Agreement. If Customer fails to pay any outstanding amounts, Tangent Works shall be entitled to suspend its obligations and Customer's rights hereunder until receipt of payment of such outstanding amounts.
- 12.5. Payments made by Customer to Tangent Works under the Agreement shall be final and non-refundable.
- 12.6. All Fees payable to Tangent Works under the Agreement shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which case Customer undertakes to pay Tangent Works such additional amounts as are necessary in order that the net amounts received by Tangent Works after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding.
- 12.7. Unless specified otherwise in the Order Form, invoices shall be sent electronically to Customer's e-mail address, set out the Order Form.
- 12.8. Any amounts of undisputed invoices that have not been paid within thirty (30) days after the invoice date shall automatically and without notice be subject to a late payment interest equal to 1,5% per month or the maximum permitted by applicable law, which interest shall be compounded daily as of the due date until receipt of full payment by Tangent Works. In addition, Customer shall pay all costs incurred by Tangent Works as a result of the (extra)judicial enforcement of Customer's payment obligation under this clause.

13. Term of the Agreement

- 13.1. The Agreement is entered into for (i) the fixed term set out in the Order Form or (ii) if no term is set out in the Order Form, for one (1) year (the "**Initial Term**").

- 13.2. After the Initial Term, the Agreement shall be automatically and tacitly renewed for consecutive periods (i) having the duration set out in the Order Form or, (ii) if such duration is not specified in the Order Form, having the same duration as the Initial Term (each a "**Renewal Term**"), unless a Party provides a written notice to terminate at least one (1) month before the end of the Initial Term or the then-running Renewal Term.

14. Termination

- 14.1. Tangent Works may, at its sole discretion, suspend or terminate the Agreement, partially or wholly, by written notice to Customer, if Customer fails to pay to Tangent Works any amount due under the Agreement and Customer fails to cure such failure to pay within thirty (30) days from the date of a written notice of default from Tangent Works to Customer.
- 14.2. Either Party may immediately terminate the whole or any portion of the Agreement without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights, remedies and/or claim to which it may be entitled by law, upon providing the other Party with written notice of termination if:
 - (i) the other Party performs a material breach to any provision of the Agreement and fails to cure such material breach within thirty (30) calendar days after receipt of written notice of the material breach;
 - (ii) the other Party becomes insolvent, is subject to voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business; or
 - (iii) the other Party breaches clause 6 (*Intellectual Property Rights*) or clause 19 (*Confidential Information*).

15. Effects of Termination

- 15.1. Upon termination of the Agreement:
 - (i) Customer's right to use the Software will automatically cease and all licenses granted to Customer pursuant to the Agreement shall automatically terminate;
 - (ii) each Party shall delete or return, within reasonable time of such termination or expiration, all Confidential Information from the other Party, except as required to comply with any applicable legal or accounting record keeping requirement; and
 - (iii) Customer shall promptly pay Tangent Works all Fees due to Tangent Works up to and including the date of termination.

16. Warranties

- 16.1. Tangent Works warrants that during three (3) months after the Effective Date the Software will substantially be in accordance with the Documentation and the Order Form.



16.2. Tangent Works shall not be responsible for any error or non-conformity of the Software if the same is attributable to:

- (i) Customer's or any third party's actions (including specific developments and customisations required by Customer), services, software or equipment not provided by Tangent Works under or pursuant to this Agreement;
- (ii) any changes, modifications, updates, alterations or enhancements to the Software not provided by Tangent Works under or pursuant to this Agreement, or caused by the incorrect use, abuse, neglect, improper installation or operation, accident misconfiguration and/or alteration, or corruption of the Software or by the use of the Software with other computer programs or on equipment or with services which Tangent Works did not approve;
- (iii) any inaccuracies, delays, interruptions, or errors occurring as a result of insufficient, incorrect data or data which does not conform to required input formats;
- (iv) the Software being used or subject to actions by Customer or its Authorised Users, in deviation of the stipulations or provisions set out in the latest version of the Documentation and this Agreement or in any way which is not compatible with the Software's normal use.

16.3. Except as specifically provided herein, Customer acknowledges that the Software is provided "as is" and that other than as set out in clause 16.1, Tangent Works makes no additional warranties, implied or express (including warranties of merchantability and fitness for a particular purpose). Tangent Works does not guarantee the accuracy of the models, the predictions and/or the anomaly detection made or performed by the Software. Tangent Works' obligations under this Agreement shall be obligations of means.

17. Privacy and Data Protection

17.1. Each Party shall comply with the Data Protection Laws with respect to the processing of Customer Personal Data.

17.2. Customer shall only request Tangent Works to process any Customer Personal Data after having entered into an appropriate data processing agreement. If Customer provides Tangent Works with (access to) any Customer Personal Data, Customer warrants to Tangent Works that it has the legal right to disclose such Customer Personal Data and that Customer has obtained sufficient consent from all data subjects concerned (if applicable).

17.3. If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use their

best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

18. Infringement Claims by third parties

18.1. Customer shall defend Tangent Works from and against any and all third party claims, actions, suits, proceedings arising from or related to Customer's or any Authorized User's violation of this Agreement ("**Claims Against Tangent Works**"), and shall indemnify Tangent Works for all reasonable attorney's fees incurred and damages and other costs finally awarded against Tangent Works in connection with or as a result of, and for amounts paid by Tangent Works under a settlement Customer approves of in connection with a Claim Against Tangent Works. Tangent Works must provide Customer with prompt written notice of any Claims Against Tangent Works and allow Customer the right to assume the defense and control of the claim, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter.

18.2. Tangent Works shall defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Software as permitted under the Agreement infringes or misappropriates a third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement Tangent Works approve of in connection with a Claim Against Customer; provided, however, that Tangent Works has no liability if a Claim Against Customer arises from (i) Customer Data or non-Tangent Works products, including third-party software; (ii) any modification, combination or development of the Software that is not performed or authorized in writing by Tangent Works, including in the use of the API; (iii) Customer's unauthorized use of the Software; (iv) Customer's failure to use the most recent version of the Software made available to Customer; or (v) Customer's failure to integrate or install any corrections to the Software issued by Tangent Works.

18.3. Customer must provide Tangent Works with prompt written notice of any Claim Against Customer and allow Tangent Works the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Tangent Works' defense and settlement of such matter. Clause 18.2 states Tangent Works' sole liability with respect to, and Customer's exclusive remedy against Tangent Works for, any Claim Against Customer.

18.4. An indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel and no settlement may be entered into by an



indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld).

19. Confidential Information

- 19.1. Parties shall treat all Confidential Information received from the other Party as confidential, keep it secret and shall not disclose it to any third party, other than its agents, employees, advisors or consultants where such disclosure is necessary for the performance of the Agreement and only in case such agents, employees, advisors or consultants are bound by a confidentiality obligation at least as strict as included in the Agreement.
- 19.2. Confidential information disclosed in the execution of this Agreement shall not be used for any purpose other than as required for the performance of either Parties' obligations under the Agreement.
- 19.3. Both Parties shall take sufficient measures to maintain the confidentiality of all Confidential Information. Parties in particular agree that they:
- (i) shall not copy or otherwise exploit any component of the Confidential Information other than as herein provided, nor make any disclosures with reference thereto to any third party; and
 - (ii) shall promptly notify the other Party if it becomes aware of any breach of confidentiality and give the other Party all reasonable assistance in connection with the same.
- 19.4. Shall not be considered Confidential Information, information that:
- (i) is published or comes into the public domain other than by a breach of the Agreement,
 - (ii) can be proven to have been known by the receiving Party before disclosure by the disclosing Party;
 - (iii) is lawfully obtained from a third party other than by a confidentiality breach of such third party; or
 - (iv) can be shown to have been created by the receiving Party independently of the disclosure.
- 19.5. If and to the extent required in accordance with a judicial or other governmental order, the receiving Party may disclose Confidential Information, provided that the receiving Party:
- (i) gives the disclosing Party reasonable prior notice to seek a protective order or equivalent, unless the receiving Party is legally prohibited from doing so;
 - (ii) reasonably cooperates with the disclosing Party in its reasonable efforts to obtain a protective order or other appropriate remedy;
 - (iii) discloses only that portion of the Confidential Information that it is legally required to disclose; and
 - (iv) uses reasonable efforts to obtain reliable written assurances from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of

protection available under applicable law or regulation.

- 19.6. The obligations set out in this clause 19 shall enter into force as from the start of negotiations between the Parties and shall survive during five (5) years after the termination or expiration of the Agreement. The confidentiality obligations in the Agreement replace any prior non-disclosure agreement signed between the Parties.

20. Limitation of Liability

- 20.1. Subject to the maximum extent permitted under applicable law, Tangent Works' liability under the Agreement shall: (i) per event (or series of connected events) not exceed the Fees paid by Customer to Tangent Works under the Agreement for a period of six (6) months prior to the date of the event (or last of the series of connected events) giving rise to the claim, and (ii) in the aggregate not exceed EUR 20.000.
- 20.2. Tangent Works shall under no circumstances be liable to Customer for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, lost revenue, loss of business, loss or corruption of data, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and third parties' claims. Each Party shall have the duty to mitigate damages. The exclusions and limitations of liability under this article shall operate to the benefit of Tangent Works' affiliates and subcontractors to the same extent such provisions operate to the benefit of Tangent Works.
- 20.3. Tangent Works cannot be held liable in any way, neither contractually nor extra-contractually, for discontinuing an older release of the Software or for damages caused by the wrongful (or out of scope) use of the Software.
- 20.4. Under no circumstances shall Tangent Works be responsible for (any damages resulting from) (i) Customer's decisions taken on the basis of, and/or (ii) any other use made of, the forecasts and any other output or deliverable provided by the Software.

21. Miscellaneous

- 21.1. **Entire agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Agreement shall affect, or be used to interpret,



change or restrict, the express clauses of the Agreement.

- 21.2. **Electronic signatures.** The words "execution," "signed," "signature," and similar words shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.
- 21.3. **Amendments.** The terms of the Agreement may be modified or amended only by written agreement executed by a duly authorized representative of both Parties hereto.
- 21.4. **Waiver.** The terms of the Agreement may be waived only by a written document signed by both Parties. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.
- 21.5. **Severability.** If any provision of the Agreement is determined to be illegal, void, invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect. The provisions found to be illegal, invalid or unenforceable shall be enforceable to the full extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.
- 21.6. **Survival.** Expiration, termination or cancellation of the Agreement shall be without prejudice to the rights and liabilities of each Party which have accrued prior to the date of termination, and shall not affect the continuance in force of the provisions of the Agreement which are expressly or by implication intended to continue in force, including, without limitation, the provisions relating to Intellectual Property Rights, Confidential Information and Limitation of Liability.
- 21.7. **Non-solicitation.** During the Term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, Customer agrees that it shall not without Tangent Works' prior written consent, directly or indirectly (including through its Affiliates or recruitment agencies), hire or otherwise engage, in whatever capacity (including as an employee or consultant), or solicit the services of, any personnel member of Tangent Works or its Affiliates, while such person is employed or engaged by Tangent Works and during six (6) months after such employment or engagement ends. For the purpose of this clause, "hire" means to employ an individual as an employee or engage such individual as an independent contractor, whether on a full-time, part-time or temporary basis. In case the above non-solicitation/non-hire obligations are not complied with, Customer shall compensate Tangent Works by paying, upon a first request, a lump-sum amount corresponding to twelve times the gross salary/compensation each such person so hired/engaged earned with the aggrieved Party during the last full month such person worked for the aggrieved Party.
- 21.8. **Assignment.** Tangent Works may assign, transfer and/or subcontract the rights and obligations under the Agreement to any third party. Customer shall not assign or otherwise transfer any of its rights or obligations under the Agreement without Tangent Works' prior written consent. Subject to any restrictions on assignment herein contained, the provisions of the Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assignees.
- 21.9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its non-monetary obligations under this Agreement due to an Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, unavailability of material, or any other cause beyond the reasonable control of the Party invoking this section, provided such Party has used reasonable efforts to mitigate the effects of such force majeure event, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrences.
- 21.10. **Publicity.** Tangent Works shall have the right to use any trademarks, logos or other marks of Customer (including Customer's corporate name) for Customer references on Tangent Works' website, social media announcements and sales presentations.
- 21.11. **Relationship between the Parties.** The relationship between Tangent Works and Customer is that of independent contractors. Neither Party is agent for the other and neither Party has any authority to make any contracts, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent for express purposes connected with the performance of the Agreement.
- 21.12. **Notices.** Any notice required to be served by the Agreement shall in first instance be given by electronic mail. Notices given to Customer shall be done to the email address set out in the Order Form (or in case no email address is available via post to Customer's registered address). All notices given by electronic mail, shall only be valid in case confirmation of receipt was expressly given by electronic mail by the receiving Party. In case no confirmation of receipt was given by Tangent Works



within five (5) Business Days, all notices can be done in writing and served by registered letter addressed to either Party at its address given in the Order Form or to such other address as a Party may designate by notice hereunder.

- 21.13. **Conflict.** In case of conflict between the provisions of the contractual documents executed between the Parties, the first document shall prevail on the latter: (i) the Order Form, (ii) the Terms and Conditions (iii) the Schedules, unless explicitly agreed otherwise in writing between the Parties.
- 21.14. **Interpretation.** The terms of the Agreement shall be interpreted as follows (unless the context shall otherwise require or permit):
- (i) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
 - (ii) words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and incorporate; and each case vice versa;
 - (iii) the headings or captions to the clauses are for ease of reference only and shall not affect the interpretation or construction of the Agreement.
- 21.15. **Language.** The Agreement is entered into in the English language only; which language shall be controlling in all respects. Furthermore, all communications and notices made or given pursuant to the Agreement shall be in the English or Dutch.
- 21.16. **Applicable law and jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Belgium and the Parties hereto submit to the exclusive jurisdiction of the Dutch-speaking courts of Brussels, division Brussels. The United Nations Convention for the International Sale of Goods shall not apply to the Agreement.

Schedule 1 - Service Level Agreement

1. Introduction

- 1.1. This standard Service Level Agreement ("**SLA**") only applies if Customer has not entered into a service level agreement with a Partner ("**Partner SLA**").
- 1.2. Tangent Works will not modify the terms of your SLA during the Initial Term; however, upon renewal of the Agreement, the version of this SLA that is current at the time of renewal will apply throughout the Renewal Term. Tangent Work shall provide at least thirty (30) days' notice for adverse material changes to this SLA.

2. Definitions

- 2.1. For the purpose of this Schedule 1 (*Service Level Agreement*), the capitalised terms mentioned below shall have the following meaning:

"Deployment Minutes" is the total number of minutes for which an Authorised User has been purchased during billing month.

"Downtime" is the total accumulated Deployment Minutes, across all Authorised Users for a given Tangent Works TIM subscription, during which the Software is unavailable but excluding (i) any planned maintenance and (ii) any downtime that results from an Out-of-Scope Incident.

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all paid Authorised Users for a given TIM subscription during a billing month.

"Out-of-Scope Incident" means the Incidents described in clause 5 of this SLA.

"Service Level" means the performance metric(s) set forth in this SLA.

- 2.2. All other terms and definitions with capital letters which are not defined expressly in this

Schedule 1 shall have the meaning given to them in the Terms and Conditions.

3. Support

- 3.1. As of the Effective Date and in consideration of the timely payment by Customer of the Fees, Tangent Works shall use its best efforts to provide support for Incidents in relation to the Software only and provided has not entered into a Partner SLA.
- 3.2. Support shall be provided in English only.
- 3.3. Support on Out-of-Scope Incidents is not included in the Support services. In the event Tangent Works accepts to provide support services on Out-of-Scope Incidents such support shall be separately invoiced to Customer.
- 3.4. Customer shall initiate a first review of any Incident encountered by Customer or the Authorised Users when using the Service and notify Tangent Works of such Incident.
- 3.5. Customer shall notify Tangent Works by using the web-based ticketing system provided for that purpose by Tangent Works including all information necessary for Tangent Works to validate the claim, including but not limited to:
 - (i) a detailed description of the Incident;
 - (ii) information regarding the time and duration of the Downtime (if any);
 - (iii) the number and location(s) of affected Authorised Users (if applicable); and
 - (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.
- 3.6. Upon the receipt of a ticket initiated by Customer, Tangent Works shall further investigate the origin of the malfunction and determine whether the Incident is caused by the Software or is qualified as an Out-of-Scope Incident. In the event that Tangent Works is unable to replicate the Incident, the Incident shall be considered as an Out-of-Scope Incident.
- 3.7. Incidents shall be dealt with in accordance with the procedure and service levels set out in this article. For each reported Incident, Customer shall accurately inform Tangent Works on the perceived business impact of the Incident, shall assign a priority level (as defined below) and shall provide contacting details of

the responsible person following up the Incident on behalf of Customer and having the necessary availability and knowledge of the Incident. The levels of priority and the associated target Response Times following such Incident are as set out below.

Priority	Impact	Target Response Times
1 (High)	An error in, or failure of, the Software that: a) materially impacts the operations of the Customer's business; b) disables major functions of the Software from being performed (" Business Critical Failure ").	4 business hours
2 (Medium)	An error or failure in the Software (other than a Business Critical Failure or a Minor Incident) that affects the operations of the Customer's business.	8 business hours
3 (Low)	An isolated or minor error in the Software that: a) does not significantly affect the Software functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Customer's business performance (" Minor Incident ").	1 business week

4. Availability

4.1. This clause 4 (*Availability*) shall only apply to Customers having opted for Tangent Works Cloud.

4.2. For the purposes of this clause, the following definitions shall apply:

- (i) "**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.
- (ii) "**Monthly Uptime Percentage**" for Tangent Works TIM is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Tangent Works, TIM subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = (\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}$$

4.3. Tangent Works shall use reasonable efforts to ensure a monthly uptime percentage of 99,8% .

5. Limitations.

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- (i) Due to factors outside Tangent Work's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure, including External Connectivity-related issues or any issues caused by Tangent Work's third-party hosting provider);
- (ii) That result from the use of services, hardware, or software not provided by Tangent Works, including, but not limited to, issues resulting from inadequate bandwidth or related to Partner and/or any other third-party software or services;
- (iii) Caused by your use of the Software after Tangent Works advised you to modify your use of the Software, if you did not modify your use as advised;
- (iv) During or with respect to preview, pre-release, beta or trial versions of the Software, feature or software (as determined by Tangent Works);
- (v) That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or



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- otherwise resulting from your failure to follow appropriate security practices;
- (vi) That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Software (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
 - (vii) That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
 - (viii) That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour;
 - (ix) For licenses ordered, but not paid for, at the time of the Incident.