

GENERAL CONDITIONS BEEPLE (VALID FROM 05-09-2019)

These Terms and Conditions govern your use of the Services that you purchase from Beeple. By using this Service you agree to be bound by these Terms and Conditions and you agree that no other conditions will apply, except if they have been accepted in a written agreement between you and Beeple.

Beeple NV ("Beeple") is a Belgian company with headquarters in Gitschotellei 119, 2600 Berchem, registered in the Crossroads Bank for Enterprises under number 0647,889,625. Our contact details are available on our website www.beeple.eu.

Beeple may hereinafter be referred to as "We" or "Us". You may be referred to as "You", the "Client" or "your Company".

Individually, Beeple and the Client may be referred to as "Party" or together as the "Parties".

1. DEFINITIONS

Services: the applications chosen by the Client and all performances and functionalities relating thereto which provided by Beeple, including the management, availability and the operation of the Platform;

Platform: the hardware and Software through which the Services are delivered;

Software: means the computer program that is part of the Services, and is installed on the Platform;

Account: an account enabling a person to access and use the Services, including both Administrator Accounts and User Accounts;

Account Details: the login and password of the Client required to access and make use of the services;

Administrator Account: the Client's Accounts for purposes of managing the Client's use of the Platform and to manage all Client's User Accounts (administration rights). An Administrator Account can have full administrator rights ("*full admin*"), full administrator rights on maximum 1 project ("*limited access admin*") or only view rights and check in/out rights ("*view only admin*");

User Account: the Account accessible by the Client's users of the Platform, every individual user having a separate account with personal Account Details;

Agreement: the order form that has been accepted and signed (whether or not electronically) by Beeple and the specific conditions stipulated therein and/ or any other document signed (whether or not electronically) by Beeple and containing explicit arrangements;

Data: all data, text, works and materials uploaded, stored or made available by the Client on the Platform, transmitted to the Platform or supplied by the Client to the Provider for uploading to, transmission by or storage on the Platform, or generated by the Platform and/or the Provider as a result of the use of the Services by the Client;

Intellectual Property Rights: all intellectual property rights, wherever in the world, whether or not registerable and whether registered or not, including any copyrights, rights in logos, inventions, trade secrets and know-how, design rights, patents, trademarks, database rights, all rights in computer software and data, all intangible rights with respect to the foregoing including any approved registrations and applications for registration;

Personal Data: has the meaning given to it in EU Regulation 2016/679 (General Data Protection Regulation);

Power User: one individual natural person within the organization of the Client that has been explicitly authorized by Beeple to provide first line and second line support relating to the use of the Platform, internally within the Client's organization and externally towards the clients of the Client;

Development Package: the packs offered by Beeple containing a specified number of man-days for development services ("*custom development*"), one man-day being a day of eight (8) working hours;

Pilot: the possibility offered by Beeple to try the Services and the Platform against payment and for a limited term;

Tenant: a distinct environment within the Platform created specifically for or at the request of the Client and consisting of a specific URL;

2. REALISATION OF THE AGREEMENT

2.1 Beeple's offers and quotations are without obligation and, as such, do not bind Beeple. Each offer is valid for thirty (30) calendar days.

2.2 An order placed by the Client does not bind Beeple. A binding agreement shall only be concluded between the Parties as soon as the agreement or the offer/order accepted by the Client is signed (whether or not electronically) by a director of Beeple or by an employee specifically authorized thereto. Sending of an invoice by Beeple shall be equivalent to the written acceptance by Beeple of the order in question

3. SERVICES

3.1. Beeple grants the Client access to and a right to use the Services after the Client has indicated which services it wishes to purchase and after having fully completed the registration process on the website (if applicable), including the explicit acceptance of the Terms and Conditions.

3.2. The various Services are explained in detail on the website of Beeple. Specifications concerning the technical features and functionalities of the Services are available on the website via help.beeple.eu, www.beeple.eu/product and developpers.beeple.eu or can be obtained from Beeple upon request.

3.3. The right to access and to use the Services is granted to the Client on a non-exclusive and nontransferable manner and applies to the entire world.

3.4. Services include facilitating some aspects of the status of the Client as an employer. In no event does Beeple assume tasks from the Client associated with that status. The Client shall at all times remain responsible and accountable towards its employees and to

third parties as regards its capacity as an employer. The Client itself will continue to meet its legal obligations towards its employees. Through the Services, Beeple supports its clients, but does not in any case take the place of the Client. Through the provision of the Services, no (legal) relation between Beeple and the employees of the Client is created.

3.5. The Services are provided without any guarantee of a particular application, other than as described on our website or in documents issued by Beeple.

3.6. The Client accesses the Services by logging in with the Account Details. The Account Details may only be used by the Client and may not be passed on to other companies, whether affiliated or not.

3.7 Beeple may appeal to a third party to carry out the Services, including but not limited to hosting service providers, and is not obliged to seek the Client's prior approval.

4. CLIENT'S RESPONSIBILITIES

4.1. The Client must keep its Account Details secret at all times. The Account Details may only be communicated to employees who should make use of the Services. Client will take reasonable technical and organizational measures to ensure the confidentiality of the Account Details. At the first request of Beeple, the Client will inform Beeple about the measures taken. The Client shall be liable for damage caused by the unauthorized use of Account Details.

4.2. The Client is obliged following any loss or theft of their Account Details to immediately report this to Beeple. Beeple is entitled in such a case, but not obliged, to block the Account Details.

4.3. The Client is responsible for its own hardware and software necessary for gaining access to the Services. The Platform is compatible with the most commonly used computer systems.

It is the Client's responsibility to verify up front whether the Platform and the Software are compatible with the browsers and systems used by the Client and to seek information in this respect from Beeple if the Client deems it necessary to do so.

4.4. The Client will inform Beeple without delay of faults, limitations or problems it is experiencing in the Platform.

5. DATA

5.1. Data remains at all times the property of the Client. Beeple will only use the Data in accordance with the provisions of the Terms and Conditions and the Agreement.

5.2. If the Data entirely or partially infringes the rights of third parties (including but not limited to copyrights) or is not allowed under law (including but not limited to racist or defamatory Data), the Client must immediately (i) inform Beeple of this matter and (ii) delete the Data concerned. The Client shall in any event delete the infringing Data upon request of Beeple. Beeple shall be entitled to delete the Infringing Data as well, but shall not be obliged to do so, nor shall Beeple have any responsibility in this respect and/or be liable for damage caused by the Data.

5.3. The Client is responsible for ensuring that the Data is free of errors, computer viruses, bugs or other deficiencies which could harm third party data on the Platform or the Platform as such.

5.4. Beeple will anonymize the Data after termination of the Agreement. That means Beeple will cause the Data not to refer to an identified or identifiable natural person and that they are made anonymous so that the person concerned is not or no longer

identifiable. Beeple is entitled, even after the termination, to use this anonymous data for statistical and analytical purposes, for example, but not limited to, the improvement of its Services and to develop new Services.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Intellectual Property Rights resting on the services and on the Platform belong in their entirety to Beeple. Signing this agreement in no way implies that Beeple is transferring Intellectual Property Rights to the Client.

6.2. If Beeple – at the request of the Client (and whether or not against payment) – develops additional functionalities, interconnections, modifications to the Platform or other components (“*custom development*”), any Intellectual Property Rights that may arise from such custom development shall be exclusive property of Beeple. At Beeple's first request, the Client shall perform all formalities that may be required in this respect (if any).

6.3. Intellectual Property Rights that remain on the Data are property of the Client. The Client grants Beeple the right to use these Data in order to provide the Services to meet its obligations under these Terms and Conditions and as otherwise provided in the Agreement.

7. PAYMENT

7.1. The Client will have to pay a fee in accordance with the Agreement or (if applicable) with the price list available on our website or at individual request.

The Client's usage of text messages (sms) will be charged separately at 100.00 EUR (excl. VAT) per pack of 1,000 text messages, being 0.10 EUR per text message (the minimum fee for usage of text messages thus being the fee for a pack of 1,000 text messages). The fee for usage of text messages is never included in the price of the pack, subscription or Pilot chosen by the Client. The fee for text messages is also to be paid in case the Client is only testing the Platform or Services.

7.2. Unless explicitly agreed upon otherwise between Parties, all recurring fees (such as fees for Beeple packs, subscriptions, additional permanent or periodic services and modules, usage fee based on admins, usage fee based on planned hours, maintenance and support, etc.) shall be charged on a yearly basis. Any alternative invoicing arrangements (e.g. monthly invoice) will not affect the fact that – from a contractual point of view – recurring fees are calculated and charged on a yearly basis. Prepaid fees, annual fees, credits or usage units are not refundable and shall not be credited, regardless of the potential lower usage in respect of the Client and even if these fees, credits units have regard to an Agreement entered into for multiple years.

7.3. The fee must be paid at the time You are invited to the tender process or as may be otherwise indicated on the invoice sent by us (due date).

7.4. In case of non-payment of a fee or an invoice within the prescribed period, Beeple will automatically and without prior notice be entitled to a default interest of 1% per month as of the due date of the unpaid invoice. Furthermore, a fixed compensation of EUR 250.00 will be due automatically and without prior notice, without prejudice to our right to claim higher compensation provided such higher actual damage is demonstrated. In case of late payment of a fee or an invoice, the outstanding balance may be collected by a third party. All costs relating thereto will be borne by the Client.

7.5 In case of non-payment or late payment, Beeple will have the right to cancel any discounts granted to the Client and to demand payment of the amounts relating to these cancelled discounts.

7.6. We have the right, without prior notice, to fully or partially suspend the provision of our Services and the Client's access to the Platform if the Client fails to comply with any obligation towards us, including but not limited to the failure to timely pay our invoices for any reason whatsoever. If the Client's access to the Platform is blocked or suspended because of non-payment, a fee of 250.00 EUR will be charged for reactivation of the access to the Platform. The Client acknowledges that it can never suspend its obligation to pay unilaterally. Beeple shall only start its Services provided that the specific fee relating thereto has been paid.

7.7. Our invoices are considered accepted as final if they are not protested within fourteen (14) calendar days after the invoice date. This deadline is an expiration term. The protest of an invoice will only be taken into consideration, provided that such protest is communicated in writing by registered letter to the registered office of Beeple or by e-mail to collections@beepole.eu or legal@beepole.eu. Any protest of an invoice shall include at least the following information: (i) the date of the invoice and the invoice number; (ii) the part of the invoice being protested; and (iii) an explicit justification for the protest.

7.8. Beeple may on its own initiative change the fee. Where the fee is increased in a period of twelve (12) months by more than 15%, the Client has the right to terminate the Agreement with a notice period of three (3) months. The Client must submit such termination in writing or communicate by e-mail to Beeple within fifteen (15) days after the publication or disclosure of the increase of the fee.

8. UPDATES (MODIFICATIONS TO THE SOFTWARE)

8.1. Beeple can perform on its own initiative updates and / or modifications to the Platform. These updates and / or modifications are performed automatically, without the Client having to grant its permission, so that the Client can always enjoy the latest version.

8.2. Performed updates and / or modifications shall be deemed to form part of the Platform and are subject to these Terms and Conditions.

8.3. Updates and / or modifications may have an impact on the functioning and availability of the Platform. Beeple will use its reasonable efforts to minimize such impact.

9. DATA PROCESSING AGREEMENT

9.1. Beeple stresses that in the processing of the Data on the Beeple platform, including Personal Data, it will act as a processor within the meaning of the European Regulation of April 27, 2016 on the protection of privacy with regard to the processing of personal data ("General Data Protection Regulation"). The Client will act as the controller for the processing of Personal Data. We will not process your Personal Data for purposes other than the provision of Services, unless otherwise provided in these Terms and Conditions. We will only process these personal Data at your request and in the context of the Agreement and for the duration of the Agreement, unless otherwise specified.

9.2. The Client is responsible for its obligations in its capacity of controller of Personal Data as specified in the GDPR regulation.

9.3. Beeple confirms that it complies with its obligations as a processor of Personal Data in accordance with the GDPR regulation. This includes proceeding where possible to

pseudonymization and encryption of the Personal Data and the technical and organizational measures for the processing of Personal Data.

9.4. In order to allow Beeple to provide the Services, the Client and/or the natural persons for whom the Client purchased the Services (users of the Platform) will submit at least the following Personal Data: name, address, nationality, e-mail, phone number, contact information in case of emergency, bank account number, place and date of birth and profile picture.

9.5. The Client must explicitly notify Beeple in writing if he also transfers Personal Data concerning health to Beeple via the Platform.

9.6. For the processing of Personal Data, Beeple will possibly rely on a third party, as defined in Article 3.7 of these Terms and Conditions, but is not obliged to do so. This third party will be considered a sub-processor. The sub-processor is explicitly requested by Beeple not to process the Personal Data outside the European Economic Area. Beeple will ensure to the extent possible that this sub-processor provides sufficient guarantees in respect of the technical and organizational security measures with regard to the processing of Personal Data. You agree to use such sub-processor.

9.7. Beeple may use the Personal Data provided by you for statistical and analytical purposes.

9.8. Beeple will keep the Personal Data for the term of the Agreement. After termination of the Agreement, the Personal Data will be deleted or anonymized, as defined in Article 5.4 of these Terms and Conditions.

9.9. Beeple will immediately, and in any case within 24 hours, notify the Client in case of:

- investigation, summons or request for inspection or control from or by a competent government agency;
- intention to disclose Personal Data to a competent authority;
- detection of a data breach or reasonable assumption that a data breach has occurred.

In the event of a data breach, Beeple will immediately take adequate measures. In addition, Beeple will provide the Client with all relevant information regarding the data breach. In order to tackle the data breach as efficiently as possible, Beeple will offer its full cooperation to the Client.

9.10 For information about the rights of users with regard to Personal Data, we refer to our privacy statement that can be consulted on our website.

10. AVAILABILITY (SERVICE LEVEL)

10.1. Beeple endeavors and will provide all necessary and reasonable effort to enable the Platform to provide clients for 99.99% of the time (calculated from midnight on the first day of the month until midnight on the last day of the month). This is an obligation of means and not of result.

Beeple shall be responsible for measuring uptime, and shall in doing so use any reasonable methodology. Information regarding the uptime (measurements) of the previous month can be requested by e-mail to legal@beepole.eu.

10.2. In respect of each calendar month during which the uptime was less than the best effort commitment specified in paragraph 10.1, the Client shall be entitled to claim *usage credits* in accordance with the provisions of this paragraph 10.2. *Usage credits* shall be the sole remedy of the Client in relation to any failure in respect of the Beeple to meet the uptime commitment.

The Client shall be entitled to *usage credits* equal to 5% of the fees charged to the Client during the previous month (in which the uptime was less than the best effort commitment) and relating to the mere usage of the Platform (Administrator Accounts, planned hours or any other basis). If a fee based on Administrator Accounts was charged to the Client, the Client will be entitled to *usage credits* for an amount of 5% of the fee charged in the respective month for these Administrator Accounts. If a fee based on planned hours was charged to the Client, the Client will be entitled to *usage credits* for an amount of 5% of the fee charged in the respective month for these planned hours.

In case of prepayment of these fees, the basis for the 5% credit will be a pro rata calculation for the respective month (e.g. in case of prepayment of 1 year, the basis will be 1/12th of the prepaid amount).

To claim *usage credits*, the Client must send a request to legal@beeples.eu within fourteen (14) calendar days after the month during which the uptime was less than Beeple's abovementioned commitment. This fourteen (14) days' term will be suspended as long as Beeple did not respond to the Client's request mentioned in article 10.1.

The *usage credits* may only be used as means of payment for / to set off against the fees charged by Beeple in the course of the subsequent contractual year or term and relating to the mere usage of the Platform. *Usage credits* can never be used for payment of / to set off against fees charged for other Services (to be) provided by Beeple (e.g. professional services, custom development, support, training, etc.).

10.3 Parties affirm that Beeple will not be liable for unavailability of the Platform, due to:

- force majeure in the broadest sense and all other circumstances beyond the reasonable control of Beeple, including but not limited to social conflicts, interruptions of the power network (black-out), interruptions of telecommunication networks, interruption hosting providers or social media, etc;
- circumstances attributable to third parties, including Beeple's service providers;
- circumstances attributable to the Client;
- a fault or failure of the Client's computer systems or networks;
- maintenance (including updates and adjustments) of the Platform.

10.4 The Client acknowledges that in terms of software development, an impeccable operation of a computer configuration (the ensemble of hardware and software) can never be guaranteed and that this, as well as certain cases of force majeure or malicious intent (hacking, denial of service, etc.), can result in the loss of (even all) programs and / or Data of the Client. The Client therefore commits to take all precautionary measures that are in its opinion necessary to limit the consequences of such events, so that the consequences of such events are to be considered circumstances attributable to the Client.

10.5 Conditions enumerated in article 10.3 and 10.4 will not be included in the availability rate listed in Article 101.1.

10.6. Beeple will inform the Client at least 24 in advance hours of scheduled maintenance (including updates and adjustments) of the Platform.

11. HELP DESK AND SUPPORT

11.1. The Client can rely on a help desk and support from Beeple. Conditions and tariffs in this respect are available on our website or shall be provided at the Client's individual request.

11.2 Unless explicitly agreed upon otherwise, Beeple will only provide the basic level of support, which will only constitute a best effort obligation in respect of Beeple. Permanent support (e.g. 24/7 support by phone) will only be provided by Beeple if and to the extent that Parties explicitly and in writing agreed upon such permanent support, clearly mentioning the additional fees to be paid for this permanent support. Permanent support will never be included in any license fee, pack or subscription and thus will not be provided without payment of an additional fee.

12. DURATION AND TERMINATION

12.1. Unless explicitly agreed upon otherwise in writing between Beeple and the Client, each Agreement regarding the use of the Services and the Platform is entered into for a fixed term of one (1) year.

Unless terminated by the Client respecting a one (1) month' notice period before the expiry of the then current term, the Agreement shall be automatically renewed for successive periods of one (1) year.

If the Agreement for usage of the Services and the Platform is entered into for a fixed term other than the abovementioned one (1) year term, the Agreement shall also be renewed for successive periods of one (1) year if the Client does not terminate the Agreement respecting a one (1) month' notice period before expiry of the then current term. This clause does not apply to Pilots.

12.2. If the Client fails to fulfil its obligations under the Agreement (except in case of fraud or gross negligence), Beeple will, without any formalities, serve the Client with a notice of default. The Client has a fifteen (15) days' period following the formal notice to comply with its contractual obligations. Failure to do so will be considered gross negligence in respect of the Client.

12.3. In the event of fraud or gross negligence, Beeple has the right to terminate the Agreement with immediate effect and without any formality. The fees already paid, including those relating to the remaining term of the Agreement, remain property of Beeple.

13. PILOT

13.1 The term of the Pilot commences at the moment the set-up phase is started (the set-up thus being included in the term of the Pilot). At the request of the Client, Beeple can grant an extension of the Pilot at a price of 1,500.00 EUR (excl. VAT) per week if, at the expiration date of the Pilot, if the Client is still considering whether to enter into a definitive agreement with Beeple. The total duration of the Pilot may not exceed two times the initial term of the Pilot.

13.2 Beeple will automatically be entitled to an additional fee/ compensation in accordance with the then current rates if the Client - on its own initiative or after its explicit request - uses services other than or in addition to the Services mentioned in the Agreement regarding the Pilot.

14. TENANT

14.1 The number of Tenants to which the Client is entitled and which the Client can ask depends on the pack chosen by the Client.

14.2 Certain packs offered by Beeple provide for a limited number of Tenants. Beeple may convert the pack chosen by the Client into a more comprehensive pack (e.g. *classic* to *pro*) if the number of Tenants requested by the Client exceeds the limits of the pack chosen by the Client. If the Client fails to timely pay the (balance of the) fee for the more comprehensive pack, Beeple shall be allowed to reduce the number of Tenants in accordance with the pack chosen by the Client.

14.3 Tenants are developed/ created by Beeple. Therefore, Beeple will be the exclusive owner of all Intellectual Property Rights and rights in rem (incl. property) relating to such Tenants, irrespective of whether the Client paid a specific fee for the Tenant to Beeple.

This clause also applies if the Tenant is developed at the request of the Client but for the benefit of its own clients within the framework of the organization of the service provision by the Client towards its own client (end-user). The Client confirms and accepts that Beeple is allowed to transfer/ convert such Tenant and the configuration thereof to a third party or that it can grant access rights to such third party if the client/ end-user sends a written request for this purpose to Beeple. This clause does not affect the rights and obligations contained in article 5 and 6.3 of these Terms and Conditions, nor shall such request cause the third party concerned to get access in any way whatsoever to the Data of the Client.

15. POWER USER

15.1 The Power User may only provide “first-line support” and “second-line support”, internally within the organization of the Client and externally towards the clients of the Client that use the Platform within the framework of the mere and normal service provision by the Client.

Only Beeple may provide “third-line support”, containing all support requiring technical adjustments or technical operations.

15.2 The Client can only have a natural person recognized as a Power User provided that the Client subscribes to the Power User Program for that specific natural person and correctly pays the recurring fee relating thereto. If the Client fails to correctly and timely pay the abovementioned fee, the recognition as a Power User of said natural person will automatically be revoked.

15.3 Recognition as a Power User can only be obtained and maintained provided that the natural person in question attends the trainings and courses organized for this purpose by Beeple. Only the Power User may attend the trainings and courses organized by Beeple for this purpose.

15.4 If the Client has a Power User, support requested by the Client will only be provided by Beeple to the Power User, who will then be responsible for further communication of such support within the Client’s organization.

16. IRREGULAR USE BY THE CLIENT

16.1 Beeple will automatically be entitled to an additional fee/ compensation in accordance with the rates mentioned in the Agreement or with the then current rates applicable to the services concerned if the Client – on its own initiative or after its explicit request – uses services other than or in addition to the Services mentioned in the Agreement.

16.2 If Parties agreed upon a certain amount of Administrator Accounts in the Agreement, the Client will – if it creates additional

Administrator Accounts – automatically be charged an additional fee per Administrator Account in accordance with the rates specific to the pack chosen by the Client. The Client shall always inform Beeple when creating additional Administrator Accounts.

The Client confirms and accepts that every individual Administrator Account may only be assigned to one individual natural person and that – except in case of prior and written consent of Beeple – an Administrator Account may not be used by multiple natural persons. An Administrator Account is linked to the personal e-mail address of the natural person concerned within the organization of the Client. Unless explicitly agreed upon otherwise in writing, an Administrator Account may not be linked to a general e-mail address of the Client’s organization. If Beeple detects that an Administrator Account is used by multiple natural persons within the Client’s organization, Beeple will automatically be entitled to an additional fee/ compensation for the number of additional de facto Administrator Accounts in accordance with the rates specific to the pack chosen by the Client.

16.3 Provided that the Client receives Beeple’s explicit consent, an Administrator Account may be linked to a general e-mail address of the Client (e.g. info@xyz.com, location@xyz.com, etc.). In such case, the Client is obliged to inform Beeple of the number and identity of the natural persons within its organization having access to the Administrator Account concerned. This information should be provided before or at the latest at the moment the Administrator Account is activated and periodically each and every time the number or identity of the natural persons using the Administrator Account changes. Unless explicitly agreed upon otherwise in writing, each and every natural person using an Administrator Account linked to a general e-mail address will be charged as an individual Administrator Account. If the Client fails to (timely) inform Beeple of the number and identity of the individual natural persons actually using the Administrator Account linked to a general e-mail address, Beeple will automatically and without prior notice be entitled to a fee/ compensation for 3 (de facto) Administrator Accounts, irrespective of Beeple’s right to demonstrate a higher number of de facto Administrator Accounts.

16.4 Certain packs offered by Beeple only provide for limited expansion possibilities (e.g. maximum number of Administrator Accounts). Beeple may convert the pack chosen by the Client into a more comprehensive pack (e.g. *classic* to *pro*) if the service expansion requested or (additionally) created by the Client (e.g. the number of Administrator Accounts) exceeds the limits of the pack chosen by the Client. If the Client fails to timely pay the (balance of the) fee for the more comprehensive pack, Beeple shall be allowed to cancel or suspend the service expansion requested or (additionally) created by the Client in accordance with the limits specific to the pack chosen by the Client.

16.5.1 Unless explicitly agreed upon otherwise in writing, the Client is not allowed and explicitly **prohibited to resell** (whether or not in its own name and on its own behalf) the Services and/or the usage- and access rights granted. Furthermore, the Client is prohibited to grant sub-licenses or to transfer or share its access rights.

Unless explicitly agreed upon otherwise, The Client may only use the Services for **internal** business purposes within its organization or for the **mere** organization of its own services towards its own clients (against payment or not). The Client is prohibited to re-offer or resell the Services and/ or the Platform as such to third parties with a view to the (partial) independent use of the Services and/or Platform by this third party (e.g. for its internal organization).

16.5.2 Without prejudice to Beeple's right to terminate the Agreement with immediate effect for gross negligence, Beeple will in case of breach of article 16.5.1 automatically and without prior notice be entitled to a fixed compensation equal to the highest of following amounts:

- 36,000.00 EUR (excl. VAT);
- 5,000.00 EUR (excl. VAT) per additional Administrator Account created by means of the violation, where an Administrator Account can be created for/within the Client's organization or for/within the third party's organization and where one additional (de facto) Administrator Account shall be charged per natural person using one and the same Administrator Account.

16.5.3 In case of breach of Article 16.5.1 of these Terms and Conditions, Beeple may, without prejudice to article 16.5.2 of these Terms and Conditions, decide to offer the Client a partnership agreement (reseller agreement) for the future, which shall also contain the commercial arrangements as regards the compensation for the breaches in the past. Beeple is not obliged to offer such agreement and can discretionarily decide whether or not offer such agreement.

16.6 Beeple is allowed (to set up control mechanisms in order) to check and monitor (whether or not by automated means) the actual usage of the Client and to evaluate whether the actual usage is in accordance with the Agreement. The Client shall provide its full cooperation in case of a manual inspection.

17. DEVELOPMENT PACKAGE

17.1 The purchase of a Development Package does not automatically imply that Beeple will or will be able to provide all development services requested by the Client. Beeple will determine in its sole discretion whether the services requested by the Client are feasible from a technical and practical point of view.

17.2 Beeple determines the date on which the development man-days are activated. These development man-days will remain valid and can be used by the Client for one (1) year after activation.

17.3 The Client confirms and understands that the withdrawal of development man-days should be spread over the one (1) year' validity period. Unless explicitly agreed upon otherwise, the Client is not allowed to withdraw more than 1/12th of the development man-days under a Development Package in one month. Beeple is allowed to refuse such request.

The Client shall, in mutual consultation and prior to the preferred start date of the development services, indicate which services it aims to receive / what functionality it wishes to develop. Beeple shall then provide the Client with a non-binding estimation of:

- the scope of the works to be carried out;
- the number of man-days relating to these works;
- the timing and turnaround time of the works to be carried out in function of the availability of Beeple's developers, it being understood that Beeple will use its best efforts to carry out the works but will not be bound by the preferred start date communicated by the Client.

17.4 The has to withdraw the development man-days with a minimum of one man-day per withdrawal. If the works requested by the Client take less time than one (1) man-day, Beeple may still charge one man-day / deduct one man-day from the Client's remaining number of man-days under the Development Package.

If the Client cancels services or works already ordered and planned, Beeple will be allowed to charge 100% of the man-days Beeple would have charged in absence of such cancelation and to

deduct these man-days from the Client's remaining number of man-days under the Development Package.

17.5 The services provided and works carried out within the framework of the Development Package are subject to a best efforts obligation in respect of Beeple.

17.6 The proper functioning of functionalities developed at the request of the Client depends on the proper maintenance thereof, for which Beeple may charge an additional fee. In case of late- or non-payment of such fee, Beeple will not be responsible for the proper functioning of the functionalities concerned.

Beeple is also allowed to charge maintenance fees relating to functionalities developed by (a third party appointed by) the Client. Beeple cannot be held responsible for the proper functioning of these functionalities if Beeple does not charge or the Client does not pay such maintenance fee. Beeple is not obliged to maintain the functionalities developed by (a third party appointed by) the Client.

18. BACK TO BACK

18.1 If the Client requests Beeple to team up with a third party or to make use of the services of a third party, Beeple can demand that the relating contract with such third party is entered into directly by the Client and that the third party's invoices are sent to and paid by the Client.

18.2 If Beeple enters into a contract with a third party at the request of the Client, the Client will, at Beeple's first request, pay the invoices of said third party on behalf and for the account of Beeple. The Client will hold Beeple harmless for any and all claims from such third party, including any claims for payment of invoices.

18.3 Beeple is not responsible and cannot be held liable for the services provided by the third party appointed by or appointed at the request of the Client (irrespective of the question whether the third party contracted directly with the Client).

18.4 Beeple may charge the Client for any support requested by third parties appointed by the Client (irrespective of the question whether the third party contracted directly with the Client). Such support may be paid with/ set off against the Client's credit under a Development Package.

19. LIABILITY

19.1 Beeple cannot be held responsible or liable for the compensation of intangible, indirect or consequential damages, including (but not limited to) loss of profits, loss of revenue, loss of income, restrictions on production, administration or staff costs, an increase in general costs, loss of clientele or claims of third parties, except in cases the damage was caused by fraud or willful misconduct in respect of Beeple.

19.2. In no event can Beeple be obliged to pay a compensation that is higher than the fee(s) paid by the Client in the last twelve (12) months prior to the accident.

19.3. Client has to indemnify and hold harmless Beeple, as well as all third parties appointed by Beeple to perform the Services, for any damage (including, but not limited to compensation for legal costs and attorneys' fees) caused by the Client as a result of non-compliance with its contractual obligations. In such case, the Client will also assist Beeple in potential legal proceedings.

20. GENERAL PROVISIONS

20.1. Beeple may unilaterally amend these Terms and Conditions. We will inform the Client about such changes via e-mail or messages in the software. These amended Terms take effect automatically thirty (30) days after publication or notification of the modified Terms and Conditions. If the adjustment relates to essential elements of this agreement, the Client is entitled to terminate the contractual relationship with a notice period of three months. During this notice period, the modified Terms and Conditions shall not apply. The Client shall submit such termination in writing or communicate by e-mail to Beeple within fifteen (15) days of the publication or disclosure of the modified Terms and Conditions.

20.2 Beeple may ask the Client to confirm acceptance of the (changes to) the Terms and Conditions via the Platform by ticking a check box. The Client confirms that acceptance on behalf of the Client may be confirmed by each and every Administrator Account (irrespective of the capacity of the natural person using the Administrator Account concerned).

20.3 If any provision in these Terms and Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision (or the affected part of this provision) shall be deemed not to form part of these Terms and Conditions, and the legality, validity or enforceability of the remainder of these Terms and Conditions (and the other part of the provision) shall not be affected.

In such case, each Party shall use its reasonable best efforts to immediately negotiate in good faith and implement a valid replacement provision with an economic effect which is as close as possible to that of the invalid, void or unenforceable provision

20.4. The Client acknowledges and accepts that any change in the ownership or management of Beeple cannot give rise to termination of the Agreement between the parties and / or these Terms and Conditions.

20.5. These Terms are governed by Belgian law.

20.6. The courts of Antwerp, district of Antwerp have exclusive jurisdiction on disputes relating to these Terms and Conditions.