Let's Peppol Service Agreement

between

Business Application Research Group Europe

As **"Service Provider"**

AND

As **"End-User"**

Let's Peppol Service Agreement

BETWEEN:

1.   **Business Application Research Group Europe**, a non-profit organisation incorporated according to Belgian law, with registered office at Koning Filipstraat 5, 3770 Riemst, registered at the Belgian Crossroads Bank for Enterprises under number: 1029.545.627, hereby duly represented by her director, Bart Stukken

      hereinafter: the *"Service Provider"*

AND

2.

      hereinafter: the *"End-User"*

To the **Service Provider** and the **End User** is each referred to as a **"Party"** and collectively as the **"Parties"**

WHEREAS

- The Service Provider has developed the Let's Peppol Platform for the provision the Services;

- The End-User has expressed its interest in the Services and wishes to subscribe to the Services by entering into this Let's Peppol Service Agreement (the: **Agreement**);

- Parties, therefore, conclude the Agreement which governs the provision of the Services by the Service Provider to the End-User. The Agreement applies separately to each account registered to use the Services on authority of the End-User.

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1.   DEFINITIONS

1.1.   In this Agreement:

"Affiliate" of a person means any other person that directly or indirectly Controls, is Controlled by or is under common Control with the first-mentioned person.

"AP" means access point.

"Confidential Information" means any and all information (whether written, electronic or oral, and regardless of whether it is specifically designated as confidential) disclosed or made available by Parties in connection with this Agreement or in contemplation of a possible business relationship, which information is non-public, confidential, sensitive or proprietary in nature including, but is not limited to:

(a) any information, knowledge or data which are of an intellectual, technical, scientific, commercial, operational, administrative, economic, marketing, planning, trade secrets, research, know-how, business or financial nature, or in the nature of intellectual property of any kind, whether or not in relation to this Agreement and howsoever disclosed, including copies and reproductions thereof;

(b) all materials, works, prototypes, inventions, discoveries, techniques, computerprograms, source codes, diagrams, workflow information, specifications and configurations of a Party;

(c) all information relating to and/or contained in computer systems, including the related hardware, software, data and documentation;

(d) any information specifically designated by Party as private and/or confidential including but not limited to customer name, address, email, personal details or other identifying data; any information supplied to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the Service Provider or any future business; and

(e) any information which is not in the public domain and in which a Party has a business, proprietary or ownership interest or has a legal duty to protect, including the existence of this Agreement.

"Control(s)" of a person means the (a) ownership of more than 50% of the shares in the issue in or other equity interests or registered capital of such person, or (b) the power to direct the management or policies of such person, whether through the ownership of more than 50% of the voting power of such person, through the power to appoint a majority of the members of the board of directors or similar governing body of such person, through contractual arrangements or otherwise.

"Data" means any data and information, including but not limited to invoices, received, uploaded or inputted by the End-User or with its authority, by Subscribers, onto the Peppol Network with the use of the Services.

"e-Invoicing" means, including but not limited to, facilitating electronic exchange of invoices.

"e-Invoicing Services" means the e-invoicing services made available to the End-User via the Peppol Network provided by the Service Provider;

"Indemnified Persons" shall have the meaning ascribed to it in Clause 7.1;

"Intellectual Property Right" means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

"Let's Peppol Platform" means the offered Service to access the Peppol Network, for which the Subscriber could access to by virtue of its subscription of the Services.

"Losses" means any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including any investigative, legal and other reasonable expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding).

"Peppol" means the set of technical artifacts and specifications that can be implemented in existing national and/or cross-border electronic procurement solutions and electronic business exchange services, that enable users to submit and receive business documents including but not limited to electronic forms and invoices.

"Peppol Authority" means The Federal Public Service Policy and Support (BOSA), which fulfills the duties of Peppol Authority for Belgium.

"Peppol Architectural Framework" means the set of specifications, which enable business process interoperability and are needed to implement the Peppol Network, providing the End User with the desired interoperability.

"Peppol Coordinating Authority" means the organisation acting as the central authoritative point of reference having the overall responsibility for governing the Peppol Interoperability Framework.

"Peppol Governance Framework" means the set of agreements, internal regulations (policies) and operational procedures governing and operationalising the Peppol Interoperability Framework.

"Peppol Dataset Type" means a type of data structure which has been approved for use on the Peppol AP Platform.

"Peppol Network" means a logical network enabling secure and reliable exchange of Peppol Dataset Types

"Peppol Interoperability Framework" means the set of artifacts (i.e., agreements, policies, procedures and technical specifications) which together ensure interoperability in the Peppol Network. It consists of the Peppol Architectural Framework and the Peppol Governance Framework and evolves according to the change management provisions set forth in the internal regulations and the operational procedures and the principles set out in the SPA.

"Services" means the e-Invoicing Services made available by the Service Provider;

"SPA" shall have the meaning ascribed to it in Clause 1.2.

"Subscriber" means the End-User and the person who registers to use the Services on authority of the End-User, and, where the context permits, includes any entity on whose behalf that person registers to use the Services.

"Third Party Service Providers" means third party service providers which are unrelated to the Service Provider, and provide products and/or services including but not limited to financing.

1.2.   This Agreement is subject any terms of a Service Provider Agreement (the **"SPA"**) entered into between on the one hand a Peppol Authority Authority or a reseller and, on the other hand, the Service Provider for the purpose of providing Peppol AP services in Belgium The terms of any such SPA will supersede the terms of this Agreement in case of conflict. Service Provider reserves the right to change the terms of this Agreement in accordance with the SPA. If the End-User requires to view a copy of the SPA, please contact the Service Provider.

1.3.   By accessing the Let's Peppol Platform and using the Services, the End-User acknowledges and agrees that she has fully read this Agreement and understands all the responsibilities, obligations and potential liabilities borne by her completely and voluntarily by entering into this Agreement.

2.   USE OF THE SERVICES

2.1.   The Service Providers grants the End-User the right to access and (fairly) use the Services with the particular user roles available to the End-User, and in accordance with the terms and conditions of this Agreement.

2.2. The right granted to the End-User pursuant to Clause 2.1 is non-exclusive, non-transferable, and limited by and subject to this Agreement.

3. OBLIGATIONS OF THE END-USER AND THE SUBSCRIBERS

3.1. The End-User and the Subscribers shall only access the Let's Peppol Platform and use the Services for their own lawful business purposes, in accordance with the terms of this Agreement, any notices sent by the Service Provider and all applicable laws and regulations.

3.2. The End-User shall ensure the Data uploaded or input to the Let's Peppol Platform is true, accurate and complete in all respects, in no way misleading and is technically correct and valid according to the rules defined for the relevant Peppol Dataset Type. If any Data uploaded or input to the Let's Peppol Platform, whether or not for the purpose of the use of the Services, is false or in any way inaccurate and such inaccuracy results in any direct or indirect losses or damages suffered by the Service Provider, she shall indemnify the Service Provider in accordance to Clause 7 below.

3.3. The End-User shall ensure that the Data and information is transmitted or in any way delivered to the Let's Peppol Platform in a secure and confidential manner.

3.4. The End-User shall pay attention to alerts, warnings and "hot-fixes" published by the Service Provider, and act accordingly in a professional, diligent and timely manner adhering to any published migration plans and mandated dates.

3.5. The End-User acknowledges and agrees that:

(a) Service Provider is entitled to perform the relevant Services, including receipt and/or transfer of Peppol Dataset Types, on her behalf or for her benefit;

(b) She shall remain fully responsible for the business content of the datasets exchanged including compliance to the relevant laws as well as for any resulting business commitment;

(c) She is fully aware of the existence and rule of the Peppol Network and the contact points set out in clause "Notices" or otherwise notified to her;

(d) That she, and Subscribers, will be blocked or suspended from the Peppol Network in case unfair use (including high volume-requests), fraud, spam or other criminal acts by her or on her behalf are noted. For the avoidance of doubt, this may be done regardless of whether Service Provider has received instructions from the Peppol Authority to do so;

(e) Service Provider shall, on reasonable request from the Peppol Authority or from other actors directly involved in sending and receiving datasets, reveal or give access to relevant data from the logs provided that the data is not subject

to a duty of confidentiality, or if it is subject to a duty of confidentiality in which case the prior written consent shall be obtained; and

(f) The Peppol Authority is authorised to define specific requirements, beyond those universally enforced through the Peppol Interoperability Framework. Such specific requirements, specific to the Peppol Authority, shall be applicable within the relevant jurisdiction and shall be documented in a dedicated part of the Peppol Interoperability Framework after written approval by the Peppol Coordinating Authority.

3.6. The End-User undertakes that:

(a) As far as it is possible, without violating confidentiality commitments to third parties or applicable data protection laws or other regulations, she shall proactively make available to the Service Provider, and to other relevant actors involved in the Peppol Network, relevant information held by her which is needed by others for operating and maintaining their respective components of the Peppol Network;

(b) she shall ensure that her responsibilities are provided and maintained in a reliable and professional manner, in accordance with accepted best industry practices.

(c) she shall use measures and procedures in accordance with accepted best industry practices to protect her own data systems used to perform this Agreement against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties. She agrees to use accepted best industry practices and efforts to avoid the transmission of any viruses, time bombs, worms or similar items or any computer programming routines that may interfere with other parties' computer systems;

(d) she shall notify the Service Provider and other implicated actors in the Peppol Network at the designated contact point, without delay if she observes or becomes aware of data breaches, disturbances or errors within her area of responsibility, which may endanger the fulfilling of agreed tasks or the correct functioning of the Peppol Network; and

(e) If she, regardless of circumstances, is unable to fulfil her obligations according to the Agreement, she shall without delay inform Service Provider and work diligently with partners to correct them;

3.7. Upon reasonable request, the End-User may be required to render assistance to Service Provider in relation to verification in accordance with the entity identification provisions stipulated by the internal regulations and/or operational procedures and other applicable Peppol Authority requirements.

3.8. The End-User hereby agrees and permits the Service Provider to register the End-User as a Subscriber of the Services on the Peppol Network, and to send and receive e-invoices via the Peppol Network on her behalf.

3.9. The End-User acknowledges and guarantees that she has the rights and authority to enter into this agreement. She is able to fully commit to all rights and obligations under this Agreement and has the necessary powers to do so. The representative mentioned in the header has full representative qualities and is able to duly represent the End-User for the sake of this Agreement.

4.   SERVICE PROVIDER OBLIGATIONS

4.1. Service Provider shall perform its obligations as a Peppol Service provider in accordance with the terms of the SPA, and comply with all the terms and conditions under the SPA during the course of provision of the Services, either directly or indirectly through Third Party Service Providers.

4.2. Service Provider shall ensure that the e-Invoicing Services comply with the Peppol standards and the service level commitments set out in the SPA, including but not limited to:

(a)   ensuring that it is entitled to perform the relevant Services, including the receipt and/or transfer of Peppol Dataset Types, on behalf of or for the End-User's benefit

(b)   ensuring that the e-Invoicing Services are provided and maintained in a reliable, professional and state of the art manner;

(c)   protecting Service Provider's own data systems against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties; and

(d)   notifying the End-User, without delay, if it observes disturbances or errors within its domain of responsibility, which may endanger the fulfilling of agreed tasks.

4.3. Service Provider shall ensure that Peppol Services provided shall be in compliance with the Peppol Interoperability Framework, including but not limited to:

(a)   Perform the necessary testing required to ensure that its service offerings are in compliance with the Peppol Interoperability Framework and any special requirements applicable within the Jurisdictions within which it operates.

(b)   Unless the End-User is otherwise exempted, taking all necessary steps to ensure that she is fully enabled to support the relevant Peppol Business Interoperability Specifications and Peppol Dataset types applicable to the Peppol Service Domains in which she is authorised.

4.4.   Subject to the terms of the SPA, Service Provider's obligations under Clause 4.2 and its provision of the Services do not apply to any unavailability, suspension or termination of the Services or any other Services performance issues:

(a)   in the event that Service Provider is under a denial of service (DoS) attack or other hostile attacks that have a negative impact on the service levels; that result from a suspension based on illegal content management;

(b)   caused by factors outside of Service Provider's reasonable control, including any force majeure event or Internet access or related problems;

(c)   that result from any actions or inactions of any third party, including but not limited to the approval by the Peppol Authority to lower the service level requirements;

(d)   that result from any problems of her equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Service Provider's reasonable control); or

(e)   arising from Service Provider's suspension or termination of rights to use the Services.

4.5.   Service Provider reserves the right to stall the execution of the Services (and the communication of Data) for a reasonable period. Such shall especially apply when required to balance the processing rate to maintainable quantity. Specific rates that are applied will be communicated via email.

5.   FEES

5.1.   No Fees shall be due for the use of the Services, unabated any obligation relating to repair of damages and / or any obligation relating to indemnification.

6.   ACCESS AND USAGE CONDITIONS

6.1.   The End-User must ensure that all login credentials required to access the Services are kept secure and confidential. She must immediately notify Service Provider of any unauthorized use of its login credentials or any other breach of security. Service Provider will take actions that it reasonably deems necessary to maintain or enhance the security of its computing systems and networks and access to the Let's Peppol Platform and the use of the Services.

6.2.   As a condition of using the Services, when accessing the Let's Peppol Platform and using the Services, the End-User must:

(a)   not attempt to undermine the security or integrity of the Service Providers' computing systems or networks;

(b)   not use, or misuse, the Services in any way which may impair the functionality of the Services or the Let's Peppol Platform, or other systems used to deliver the Services or impair the ability of any other user to access the Let's Peppol Platform or use the Services;

(c)   not attempt to gain unauthorized access to any materials other than those to which she have been given express permission to access or to the computer system on which the Services are hosted;

(d)   not transmit, upload, or input into the Let's Peppol Platform or through the use of the Services, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which she does not have the right to use); and

(e)   not, except where permitted through open-source license terms, attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programmes used to deliver the Services except as is strictly necessary to use either of them for normal operation.

7.   INDEMNITY

7.1.   The End-User shall indemnify Service Provider and all of Service Provider's officers, directors, shareholders, beneficial owners, employees, sub-contractors, agents and Affiliates thereof (the **"Indemnified Persons"**) against any cost, claims, damage, expense, loss or liability (as to the amount of which the certificate of Service Provider will, in the absence of manifest error, be conclusive) which Service Provider may suffer or incur, or has suffered or incurred as a consequence of the occurrence of (a) any breach of this Agreement, (b) any violations of laws by the End-User or its Subscribers, (c) any Data uploaded or inputted by her to the Let's Peppol Platform, (d) any viruses, worms, Trojan horses or any contaminating or destructive software introduced by her, (e) any such obligations she may have to Service Provider, including, but not limited to, any costs and expenses relating to the recovery of any damages that are due but have not been paid by her, and (f) any claim of whatsoever nature by her customers against the End-User or Service Provider, or otherwise in connection with this Agreement.

7.2.   The End-User shall pay to Service Provider on demand on a full indemnity basis all stamp, documentary, registration or other like duties or taxes, including withholding taxes and any penalties, additions, fines, surcharges or interest relating thereto, or any notarial fees which are imposed or chargeable on or in connection with this Agreement, or the provision of the Services.

7.3. Service Provider shall be entitled to rely upon without further enquiry, any communication which Service Provider believes in good faith to be given or made by the End-User (whether through the use of the Services or by any other means), irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication and she shall indemnify and hold Service Provider harmless from and against all actions, proceedings, costs, claims, demands, expenses or losses of any nature (direct or indirect) which Service Provider may suffer, incur or sustain as a consequence of accepting and/ or acting upon any such confirmation.

8. CONFIDENTIALITY

8.1. Confidentiality

(a) Except with the written consent of Service Provider, the End-User shall keep confidential and shall not disclose to any person or use directly or indirectly for her own or any other person's benefit (other than to her employees and directors whose duties will require them to possess any of such Confidential Information for the due performance by it of its obligations under this Agreement), any Confidential Information disclosed by the Service Provider.

(b) The obligation of confidentiality shall not apply to any material and information which:

(i) which is generally available or otherwise public;

(ii) which End User received from a third party without an obligation of confidentiality;

(iii) which was in possession of the End-User without an obligation of confidentiality applying to it before receiving it from the Service Provider;

(iv) which the End-User has independently developed without using material or information received by them from Service Provider; or

(v) to the extent the release of such material or information is required under a judicial or governmental subpoena or similar governmental demand.

(d) The End-User shall take all reasonable steps to minimize the risk of disclosure of any Confidential Information disclosed, made available or otherwise provided by Service Provider by ensuring that only her employees, directors or Affiliates, whose duties will require them to possess any of such Confidential Information shall have access to the Confidential Information and only on a "need-to-know" basis, and that such employees, directors or Affiliates shall be instructed to treat the same as confidential and shall be under a written

contractual restriction on non-disclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement.

9.   IP

9.1.   All rights, title and interest, whether legal or beneficial and including all Intellectual Property Rights, in the Let's Peppol Platform, the Services, and any documentation relating to the abovementioned shall remain the sole and absolute property of Service Provider or the relevant third-party owners (as the case may be), or their licensors (if any), and the End-User shall have no rights in or to the Let's Peppol Platform and the Services, other than the right to use it in accordance with the terms of this Agreement.

10.   OWNERSHIP OF DATA

10.1.   As between the Parties, the End-User is and shall remain the sole and exclusive owner of all right, title and interest, whether legal or beneficial and including all Intellectual Property Rights, in and to the Data, subject to the rights and permissions granted in Clause 10.2.

10.2.   The End-User hereby irrevocably grant all such rights and permissions in or relating to the Data as are necessary to Service Provider to enforce this Agreement and the SPA and to exercise Service Providers' rights and perform Service Provider's obligations under the Agreement and/or the SPA, including but not limited to such rights and permissions to use, copy, transmit, store, and back-up the Data for the purposes of compliance with the applicable law, the operation of the Peppol Network and providing the Services and enabling the End-User and Subscribers to access the Let's Peppol Platform, and for any other purpose related to the provision of Services to the End-User of its Subscribers.

10.3.   Service Provider shall not collect, distribute or make accessible to third parties the content of Data, or their associated metadata, other than to the extent required for operation of the Let's Peppol Platform as required by this Agreement and/or the SPA, or as otherwise agreed with or instructed by the End-User, or as required by the applicable law. **To avoid any doubt Service Provider shall never monetize the Data for commercial purposes.**

11.   DATA PROTECTION / INFORMATION SECURITY

11.1.   The End-User must maintain copies of all Data , received, uploaded or input to the Let's Peppol Platform.

11.2. Service Provider shall have the right to retain all Data for a reasonable term from the date that such Data was uploaded to or received / used by the Let's Peppol Platform. The End-User expressly acknowledges that Service Provider may reveal or give access to the Data to other organisations within the Peppol transport infrastructure, and waive any obligation of confidentiality and gives her full consent to the foregoing.

11.3. The End-User shall be responsible for taking reasonable and prudent measures in accordance with good industry practice to safeguard the security of the Data in her possession, including but not limited to maintaining appropriate firewalls, encryption and anti-virus protection.

11.4. The End-User shall implement appropriate technical and organisational measures to protect the integrity and continuous operation of the Peppol Interoperability Framework and all data exchanged across the Peppol Network against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of processing contrary to this Agreement and applicable law. Taking into account the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the data exchange and the nature of the data to be protected respecting the minimum requirements set out in the security provisions in the internal regulations and/or operational procedures. The End-User shall take steps to ensure that any natural person acting under her authority in relation to this Agreement complies with the applicable information security requirements. Service Provider may take steps to monitor compliance with this clause.

11.5. Service Provider adheres to its best practice policies and procedures to prevent data loss, but does not guarantee that there will be no loss of Data. Service Provider expressly excludes liability for any loss of Data no matter how caused, whether or not Service Provider is at fault.

11.6. The End-User expressly acknowledges that Service Provider may store the Data on any cloud platform maintained by third party service providers, subject to appropriate standards under the applicable laws. For the avoidance of doubt, Service Provider shall not be liable for any direct or indirect loss or harm the End-User or her customers may suffer or incur in connection with the cloud platform maintained by third party service providers.

11.7. To the extent that any Data is lost or damaged due to any act or omission of Service Provider, Service Provider shall take such steps to restore the relevant Data as commercially reasonable in the circumstances. For this purpose, the End-User shall provide Service Provider with such back-ups of the lost or damaged Data and/or continuity and recovery procedures as the End-User is responsible for maintaining.

11.8. The Parties understand and respect that each Party may be subject to varying obligations under applicable legislation and/or regulations concerning confidentiality and data protection.

11.9. Each Party undertakes to preserve confidentiality of any data, documents or other material that they have received from the other Party or otherwise in relation to the execution of their responsibilities and services under this Agreement and which are identified as confidential in relation to the execution of their responsibilities. The content of datasets are always considered confidential.

11.10. The Parties shall protect any personal data they receive, collect and otherwise process in relation to this Agreement according to the provisions set in the relevant legislation

11.11. The Parties agree and affirm that the performance of this Agreement as such does not create any joint controllership between them, nor any controller/processor relationship, and that both Parties shall act as independent data controllers as defined under applicable law, each bearing its respective responsibilities and liabilities independently.

11.12. Any obligation of confidentiality and data protection shall survive termination of the Agreement.

11.13. The End-User expressly acknowledges that in the event that the Peppol Authority initiates an investigation when there is a possible situation of non-compliance, Service Provider is required to provide any information and any other collaboration to cooperate with the investigation.

11.14. The temporary removal of ability to provide Peppol Services by Service Provider may be extended by the Peppol Authority if required.

12. **WARRANTIES AND ACKNOWLEDGMENTS**

12.1. By entering into this Agreement and/or the of the Let's Peppol Platform and the Services, the End-User represents and warrants to and for the benefit of Service Provider, that during the term of this Agreement, the End-User:

(a) is duly incorporated and validly existing under the laws of her country of incorporation;
(b) has the corporate power to own her assets and to carry on her business as it is now being conducted;
(c) has the corporate power to enter into, perform the respective obligations under this Agreement;
(d) has taken all necessary corporate action to authorize entry into this Agreement;
(e) confirms that her entry into, exercise of her rights and/or performance of or compliance with her obligations under this Agreement and the transactions contemplated hereby do not and will not violate or conflict any law, regulation authorization, directive or order (whether or not having the force of law) of which she is subject to, her constitutive documents (where applicable), or any

agreement or arrangement to which she is a party or which is binding on her or her assets;

(f)   confirms that she has obtained from all necessary approvals, consents and waivers where necessary or any such matters as may be required to carry out the obligations under this Agreement and the transactions contemplated under this Agreement or as may be required by applicable laws;

(g)   confirms that the obligations herein are valid, binding and enforceable to her; and

(h)   is aware that the Let's Peppol Platform can be accessed from countries around the world and may contain references to services and content which are not available in her country. It is her responsibility to ensure that she is legally allowed to use the Services where she is located, and she is residing in a jurisdiction where it is not prohibited by law to offer or use the Services.

12.2.   She acknowledges that:

(a)   she is authorized to access the Let's Peppol Platform, use the Services, and to access the Data that she inputs and receives into the Let's Peppol Platform through the use of the Services, including any Data input into the Let's Peppol Platform by any person she has authorized to use the Service. She is also authorized to access the processed Data that is made available to her through her use of the Services (whether that Data is her own or that of anyone else);

(b)   Service Provider has no responsibility to any person other than the End-User and nothing in this Agreement confers, or purports to confer, a benefit on any person other than the End-User. If the End-User uses the Services on behalf of or for the benefit of anyone other than herself (whether a body corporate or otherwise) she agrees that:

(i)   She is responsible for ensuring that she have the right to do so;

(ii)   she is responsible for authorizing any person who is given access to the Data, and she agrees that Service Provider has no obligation to provide any person access to such Data without her authorization and may refer any requests for information to her to address; and

(iii)   the provision of, access to, and use of, the Services is on an "as is" basis and at her own risk.

12.3.   Service Provider does not warrant that the access to the Let's Peppol Platform and the use of the Services will be uninterrupted or error free except where otherwise required by applicable law. Among other things, the operation and availability of the systems used for accessing the Let's Peppol Platform or the use of Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Let's Peppol Platform or use of the Services. Service Provider is not in any way responsible for any such interference or prevention of the End-Users' access to the Let's Peppol Platform or use of the Services.

12.4. Service Provider is not the accountant of the End-User and the access to the Let's Peppol Portal and the use of the Services does not constitute the receipt of accounting advice. If the End-User has any accounting questions, she must contact a certified public accountant.

12.5. It is the sole responsibility of the End-User to determine that the Services meet the needs of her business and are suitable for the purposes for which they are used.

12.6. The End-User remains solely responsible for complying with all applicable accounting, tax and other laws. It is her responsibility to check that storage of and access to the End-Users' Data via the Let's Peppol Platform will comply with laws applicable to her (including any laws requiring her to retain records).

12.7. The End-User warrants and represents that she is acquiring the right to access to the Let's Peppol Platform and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services or this Agreement.

13. NO WARRANTY

13.1. Service Provider gives no warranty about the Let's Peppol Platform and the Services. Without limiting the foregoing, she does not warrant that the Let's Peppol Platform and the Services will meet requirements of the End-User or that it will be suitable for any particular purpose except where otherwise required by the law. For the avoidance of doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

14. LIMITATION OF LIABILITY

14.1. The extent of the Parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

14.2. Service Provider shall not be liable for consequential, indirect or special losses.

14.3. Service Provider shall not be liable for (or required to remedy) any of the following (whether direct or indirect):

(a) loss of profit;
(b) loss or corruption of Data;
(c) loss of use;
(d) loss of production;

(e)   loss of contract;

(f)   loss of opportunity;

(g)   loss of savings, discount or rebate (whether actual or anticipated);

(h)   harm to reputation or loss of goodwill; or

(i)   damage resulting, directly or indirectly, from any use of, or reliance on, the Let's Peppol Platform or the Services;

14.4.   Service Provider will not be liable for any loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect the End-User computer equipment, computer programs, data or other proprietary material due to her use of the Let's Peppol Platform and the Services.

15.   TERM AND TERMINATION

15.1.   This Agreement shall continue for an indefinite period and may be terminated taken into account a reasonable notice period. Termination of the Agreement shall never give rise to any claim for damages.

15.2.   This Agreement shall be terminated automatically and without further notice if either the Peppol Authority or the relevant Third Party Service Providers or Service Provider ceases its membership of the Peppol Network, or if the Peppol Authority is no longer recognised as such within the Peppol Network. Termination of membership shall service as notice of termination of this Agreement. Termination of the SPA will automatically entail termination of this Agreement.

16.   MISCELLANEOUS

16.1.   This Agreement, constitutes the entire agreement between the End-User and the Service Provider, and supersedes and extinguish all previous agreements, representations (whether oral or written) and understandings between relating to the Let's Peppol Platform and the Services.

16.2.   Notices: Any notice given under this Agreement by either Party to the other must be in writing by e-mail and will be deemed to have been given on transmission. Notices to Service must be sent to the address in the header or to any e-mail address notified by e-mail. Notices to the End-User will be sent to the e-mail address which was provided when registering with the Let's Peppol Platform.

16.3.   This Agreement shall be governed by and construed in accordance with the laws of Belgium, without regard to the principles of conflicts of law of any jurisdiction.

16.4.   Parties irrevocably agree that the courts competent for the registered office of the Service Provider shall have non-exclusive jurisdiction in relation to any claim, dispute or difference arising from or relating to this Agreement or any matter arising therefrom.

IN WITNESS WHEREOF the authorised signatories of the Parties have hereunto set their respective hands the day and year first above written.

	For the Service Provider	**For the End-User**
NAME:	Bart Stukken	
CAPACITY:	Director	
DATE & SIGNATURE:		