

SOFTWARE AS A SERVICE AGREEMENT

BETWEEN:

1. **FINIT SOLUTIONS**, located at Guldensporenlaan 9, 3120 Tremelo and registered in the Crossroads Bank for Enterprises under number 1020.600.643 (RPR Leuven);

Hereinafter referred to as "**FINIT SOLUTIONS**";

AND:

2. The "**Customer**";

Hereinafter also referred to individually as "Party" or jointly as "**Parties**".

CONSIDERING THAT:

- (i) FINIT SOLUTIONS has developed a "software as a service" solution that uses artificial intelligence to convert spoken input into CRM data and implement it in the CRM system used by the Customer. Called: "VoiceLink";
- (ii) FINIT SOLUTIONS has developed a "software as a service" solution that uses artificial intelligence to structure and categorize all files on the Customer's drive. Called: "*FilePilot*";
- (iii) The Customer wishes to use at least one of FINIT SOLUTIONS' "software as a service" solutions (hereinafter also referred to as "Solutions") in the context of its commercial activities;
- (iv) FINIT SOLUTIONS wishes to make its Solutions available to the Customer in accordance with the terms and conditions set out in this "software as a service agreement" (hereinafter the "Agreement").

THE PARTIES AGREE AS FOLLOWS:

Article 1a Monthly fee

The monthly fee charged to the Customer for the Software and Services consists of:

VoiceLink	1-4 users	29,90 EUR per month per user
	5-9 users	27 EUR per month per user
	10-24 users	24 EUR per month per user
	25-49 users	21 EUR per month per user
	50-99 users	17 EUR per month per user
	From 100 users	Enterprise - Custom Pricing

Article 1b Yearly fee

The yearly fee charged to the Customer for the Software and Services consists of:

VoiceLink	1-4 users	23,92 EUR per month per user
	5-9 users	21.60 EUR per month per user
	10-24 users	19.20 EUR per month per user
	25-49 users	16.80 EUR per month per user
	50-99 users	14.40 EUR per month per user
	From 100 users	Enterprise - Custom Pricing

Article 2 Method of concluding the Agreement

The Agreement is concluded by its acceptance by the Customer during the online checkout process, whereby one or

more of the Solutions are purchased via its Platform.

This Agreement and its Annexes will be delivered to the Customer prior to the completion of the order.

List of Appendices:

1. General Terms and Conditions

APPENDIX 1 – GENERAL TERMS AND CONDITIONS

1. Definitions

In the Agreement, the following words, when used with a capital letter, shall have the following meanings:

Appendix	The appendices to this Agreement, which form an integral part of the Agreement.
Services	The provision of access to the Software via the Platform, as well as the provision of related services, as further described in this Agreement and on the Platform.
Feedback	All feedback, comments, suggestions, or materials (including, to the extent disclosed to FINIT SOLUTIONS, all modifications made by the Customer) that the Customer may provide to FINIT SOLUTIONS about or in connection with the Software and/or Services, including all ideas, concepts, know-how, or techniques contained therein.
Users	The Customer's employees who are authorized by the Customer to access the Software.
Intellectual property rights or IP	All brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, protection of Confidential Information, rights relating to databases, know-how and other rights, as well as all other industrial and intellectual rights, whether registered or not, including those for which a registration application has been filed, as well as all equivalent rights or means of protection that lead to a similar result anywhere in the world.
Agreement	This software as a service agreement, including the Appendices, which are deemed to form an integral part of this Agreement.
Force Majeure	Any delay or failure by a Party to fulfill its obligations under this Agreement that is beyond the reasonable control of that Party and that cannot reasonably be avoided, foreseen, or circumvented by that Party through the use of reasonable effort, including but not limited to delays or failures-performance resulting from acts of the Belgian or European public authorities, fire, flood, earthquake, epidemic, pandemic (including COVID-19, its variants, and any government decisions related thereto) or any other health condition that has a major international impact on the economy and/or daily life, quarantine restrictions and/or travel bans, terrorism or war (whether declared or not), cargo embargo, export restrictions, natural disasters, sabotage, expropriations, riots, civil unrest, energy shortages, explosions, defective equipment, failure of installations or materials due to fire, absence of social peace and strikes, failure of public utilities or suppliers.
Software	The "software as a service" solution provided by FINIT SOLUTIONS as set out in the Agreement.

Confidential Information	Certain technical, economic, commercial, financial, and/or any other information disclosed by FINIT SOLUTIONS to the Customer under this Agreement and designated as "confidential" or with a similar term. Confidential Information also includes the existence and provisions of the Agreement.
VoiceLink Platform or	The SaaS platform offered by FINIT SOLUTIONS, accessible via https://voicelink.me . In this Agreement, the terms "Platform," "Finit Platform," and "VoiceLink" are used interchangeably and always refer to the same platform. Access is activated by the Customer via the chosen CRM authentication (e.g. Odoo, Teamleader, Pipedrive, etc.). In principle, FINIT SOLUTIONS does not issue separate login details; authentication is carried out via the CRM provider (single sign-on/OAuth), unless expressly agreed otherwise.

2. Conditions and restrictions on the right of access

- A. During the term of the Agreement, FINIT SOLUTIONS grants the Customer, and the Users designated by the Customer for whom an account has been created on the Platform, a non-transferable, non-exclusive, non-sublicensable, revocable, and limited right of access to the Software and Services via the Website. The right of use is expressly limited to the use of the Software and Services for the Customer's independent and internal use. FINIT SOLUTIONS grants the Customer a right of use of the Software only. All rights of FINIT SOLUTIONS not expressly granted under this Agreement remain with FINIT SOLUTIONS. In the event of a breach of this Article 2.1, the Customer shall pay FINIT SOLUTIONS a fixed compensation equal to twenty-five thousand (25,000) EUR per third party (who is not an end customer) for whom the Customer uses the Software and Services, without prejudice to FINIT SOLUTIONS' right to claim compensation for actual damage.
- B. The Customer acknowledges and accepts that the Agreement is a service agreement and that FINIT SOLUTIONS will not provide copies of the Software to the Customer and/or the Users as part of the Services.
- C. The Customer acknowledges and accepts that the Software and Services only contain the functionality and other features that the Customer finds at the time of delivery of access to the Software and Services ("as is"). The Customer remains responsible and liable at all times for the content of the data and information entered via VoiceLink (including voice messages and customer data). FINIT SOLUTIONS acts solely as a processing and transmission channel and does not keep this data on a structural basis: the data is forwarded directly to the Customer's CRM. The Customer cannot hold FINIT SOLUTIONS liable in any way for the content, accuracy, or completeness of this data.

3. Conditions and restrictions on the right of access

- A. Upon explicit acceptance of this Agreement, FINIT SOLUTIONS will grant the Customer and Users access to the Platform, where the Software and Services are made

available under the terms and conditions set out in this Agreement.

- B. The Customer undertakes to:
- i. use the Software and Services and/or allow them to be used by the Users solely for the Customer's independent internal use, with the sole purpose of optimizing the Customer's business processes;
 - ii. ensure that the Users comply fully with the provisions of this Agreement insofar as relevant;
 - iii. keep the access data to the Platform, including CRM authentication (tokens, API keys, or single sign-on data), strictly personal and not disclose it, as well as ensure that Users keep their access data strictly personal and do not disclose it;
 - iv. not to make any modifications or changes to the Software and not to create any derivative works based on the Software;
 - v. not to copy, resell, license, lend, or otherwise commercialize any part of the Software and Services without the prior explicit and written consent of FINIT SOLUTIONS;
 - vi. not to attempt to gain unauthorized access to any part of the Software or the systems and/or networks of FINIT SOLUTIONS;
 - vii. not reverse engineer, decompile, decode, disassemble, or derive any source code from the Software;
 - viii. not use scripts, bots, spiders, or other automated mechanisms to collect information or otherwise interact with the Software without the prior written consent of FINIT SOLUTIONS;
 - ix. not interfere with or damage any part of the Software, including, without limitation, through the use of poorly secured systems, viruses, bots, Trojan horses, malicious code, flood pings, (distributed) denial-of-service attacks, packet or IP spoofing, falsified routing or electronic mail address information, or similar methods or technology;
 - x. not to remove, modify, or obscure any trademarks or other indications of Intellectual Property Rights in the Software;
 - xi. to use the Software and Services only in a manner that complies with all applicable laws, regulations, rules, and codes;
 - xii. not to use the Software and Services in any manner that could damage the name, reputation, or rights of FINIT SOLUTIONS;
 - xiii. not to use the Software and Services to interfere with other customers of FINIT SOLUTIONS or other internet users or to cause damage to the systems or networks of FINIT SOLUTIONS or its customers;
 - xiv. to impose obligations and conditions at least equivalent to those set out in this Article 3.B on the Users.
- C. The Customer shall indemnify and hold FINIT SOLUTIONS harmless for any breaches caused by itself or the Users of the provisions of Article 3.B, which are considered essential terms of this Agreement, or for any other breach of this Agreement.

4. Compensation

- A. The Customer shall pay a monthly fee, consisting of a fixed price per Solution, per User for the Services and the Software. The effective monthly fee owed by the Customer to FINIT SOLUTIONS shall be determined at the end of each month based on the actual formula (i.e., the effective applicable fixed fee, the number of users, and the Solutions) purchased by the Customer in the previous month. If FINIT SOLUTIONS determines that certain actions or behaviors are being taken that circumvent or attempt to circumvent the calculation of the monthly fee, FINIT SOLUTIONS has the right to charge the Customer a higher fee, after prior written notification to the Customer.
- B. FINIT SOLUTIONS' invoices are payable immediately and

are processed exclusively via the Stripe payment platform. The Customer may use the payment methods supported by Stripe for this purpose. Payment constitutes an essential obligation under this Agreement.

- C. If an automatic payment via Stripe fails, access to the Software and Services will be automatically suspended until the payment has been successfully completed. In that case, FINIT SOLUTIONS is not obliged to continue providing the Services.
- D. Without limiting its other rights or remedies, FINIT SOLUTIONS has the right to suspend or terminate access to the Software and Services in whole or in part in the event that the Customer pays any invoice late, without the Customer being able to claim compensation from FINIT SOLUTIONS for any interruption in availability.
- E. The amount of the monthly fee is inclusive of VAT. The Customer is responsible for the payment of all other taxes and/or costs relating to the Software and the Services, including, but not limited to, hardware costs and internet connection costs.
- F. The prices stated in this Agreement may be adjusted by FINIT SOLUTIONS at any time if necessary to compensate for an increase in its own costs. FINIT SOLUTIONS shall notify the Customer of the price change at least one (1) month before the date on which the new prices take effect. If the Customer does not agree with the intended price change, it may notify FINIT SOLUTIONS thereof within a period of seven (7) days after receipt of the notification of the price change. If the Parties fail to reach agreement on the price change, the Customer is entitled to terminate the Agreement with due observance of Article 6 of this Agreement.

5. Developments and integrations

- A. Unless otherwise agreed in writing between the Parties, the Customer agrees and accepts that FINIT SOLUTIONS has no obligation to upgrade or update the Software, or to provide any or specific information relating to the Software. FINIT SOLUTIONS and/or the owners of any Information may remove such Information from time to time without prior notice, to the extent permitted by applicable law.
- G. The Customer will receive all updates, upgrades, and new functionalities of the Software free of charge, unless FINIT SOLUTIONS releases the new functionalities as a separate module. FINIT SOLUTIONS reserves the right to modify the functionalities of the Software and Services at any time in order to improve the quality and/or user experience of the Software and Services.
- H. The Customer may also subscribe to the FINIT SOLUTIONS mailing list without obligation to receive a newsletter informing them of updates and changes to the Software and Services. This communication is optional and does not form an essential part of the service provision.
- I. If FINIT SOLUTIONS integrates certain functionalities into the Software that have been produced by another supplier (so-called "software integrations"), FINIT SOLUTIONS does not provide any guarantees to the Customer other than those provided by that supplier.

6. Duration and termination

- A. This Agreement shall enter into force on the date of its acceptance and shall be valid for an initial term of one (1) month. Unless the Agreement is terminated by one of the

Parties by written notice to the other Party no later than the month preceding the month in which termination is intended, it shall be tacitly renewed for successive periods of one (1) year.

- J. Either Party may terminate this Agreement without liability and with immediate effect by giving written notice to the other Party if that Party:
- i. breaches a material provision of the Agreement and the breach is not:
 - cured within thirty (30) calendar days after receipt of a notice from the first Party requesting it to remedy the breach; or
 - can be remedied;
 - ii. becomes insolvent or bankrupt, is placed under administration or guardianship, initiates liquidation proceedings, enters into a voluntary arrangement with its creditors, or in the event of a similar occurrence under the law of its place of residence; or
 - iii. is unable to perform a material obligation under the Agreement for three (3) months or longer as a result of Force Majeure.
- K. Upon termination of the Agreement for any reason:
- i. The Customer and Users shall immediately cease using the Software and Services;
 - ii. All outstanding amounts shall become immediately due and payable to FINIT SOLUTIONS.
- L. Since VoiceLink acts solely as a processing and transmission channel and does not structurally store any data, the platform does not provide a separate export functionality. All data processed via VoiceLink is stored directly in the Customer's CRM. It is the sole responsibility of the Customer to ensure that, at the end of the Agreement, the data is stored and/or exported in its own CRM. FINIT SOLUTIONS is not liable for any loss of data after termination of the Agreement.
- M. Provisions which, by their nature, are intended to continue even after the termination or dissolution of the Agreement shall remain in force after the termination or dissolution of the Agreement.

7. Liability

- A. FINIT SOLUTIONS will perform the Agreement in accordance with applicable Belgian regulations and current industry standards. FINIT SOLUTIONS' obligations under the Agreement are best efforts obligations and not result obligations, unless otherwise agreed in writing between the Parties.
- N. FINIT SOLUTIONS shall endeavor to ensure the availability of the Software and the Services, but in no event guarantees uninterrupted availability of the Software and the Services. FINIT SOLUTIONS shall strive for 99% availability of the Software and the Services ("uptime"). The Software and Services will not be available in the event of (i) maintenance of the Software, (ii) development of the Software, and (iii) Force Majeure as further defined in Article 11 of the Agreement, in which case the Customer will be notified of such unavailability in a timely manner. In the event of maintenance or development of the Software, the Customer will be notified at least seven (7) days in advance of the unavailability. The Customer cannot hold FINIT SOLUTIONS liable for the unavailability of the Software or the Services, except in the event of intent or gross negligence on the part of FINIT SOLUTIONS or its appointees.
- O. Unless expressly agreed otherwise in this Agreement, FINIT SOLUTIONS makes no express or implied warranties with respect to the Software and the Services, including, without limitation, any warranty of fitness for a particular purpose,

availability, or error-free, virus-free, and/or uninterrupted operation of the Software or the Services.

- P. FINIT SOLUTIONS cannot be held liable for indirect or consequential damages, including but not limited to loss of profits, loss of goodwill, any damage resulting from or caused by the loss, interruption or damage of data, loss of income, loss of turnover, damage to reputation, loss of opportunities, business interruptions or loss of expected savings.
- Q. To the extent permitted by law, FINIT SOLUTIONS' liability is limited to (i) a maximum of the monthly fee actually paid by the Customer to FINIT SOLUTIONS during the six (6) months prior to the event causing the damage, or (ii) a maximum amount of twenty-five thousand (25,000) EUR, whichever is lower. This limitation of liability applies regardless of whether the act or omission is attributable to FINIT SOLUTIONS itself or to its employees or subcontractors and applies regardless of the applicable liability regime, including, but not limited to, contractual liability, liability in tort, criminal liability, or strict liability.
- R. FINIT SOLUTIONS' liability under this Agreement may only be invoked if FINIT SOLUTIONS is notified in writing by the Customer of the damage as soon as reasonably possible, and in any case no later than thirty (30) days after the alleged damage occurred. Such notification does not affect the Customer's obligation to take all reasonable measures to limit the damage suffered as much as possible.
- S. FINIT SOLUTIONS's agents shall not be liable under this Agreement, and any claim for breach of the Agreement by FINIT SOLUTIONS or its agents shall be brought directly against FINIT SOLUTIONS.

8. Confidential Information

- A. The Parties undertake to treat the Confidential Information of the other Party as confidential and to protect it with measures that they apply to their own confidential information, but in no case with less protection than commercially reasonable measures. Neither Party shall disclose the Confidential Information it has obtained in the context of the performance of this Agreement to third parties (except for its employees, independent service providers, (legal) advisors, and directors) without the prior written consent of the other Party. Both Parties undertake to limit access to the other Party's Confidential Information to those persons who reasonably need to have access to the other Party's Confidential Information and also undertake to take the necessary steps to ensure that those persons undertake not to disclose the other Party's Confidential Information to third parties.
- T. However, the foregoing confidentiality obligation shall not apply to information:
- i. that was in the public domain before it was transferred to a Party, or after such transfer, without negligence or fault on its part; or
 - ii. which was lawfully received from a third party without any restriction, in the absence of any breach of this Agreement; or
 - iii. that was independently and in good faith developed by a Party's employees who did not have access to the aforementioned Confidential Information; or
 - iv. that must be disclosed to comply with mandatory legal requirements, a court or official order or decree, provided that timely written prior notice of such legal action is given to the disclosing Party (unless prohibited by law) to enable the disclosing Party to seek appropriate legal remedy. If no appropriate legal remedy is available before or on the date the receiving Party is required to comply with the request, the disclosing Party shall be entitled to disclose that portion of the Confidential Information that it determines it is legally

required to disclose.

- U. The receiving Party may not disclose Confidential Information consisting of a combination of information solely because one or more elements of the information fall under the above exceptions, if the combination itself does not.
- V. The obligations set forth in this article of the Agreement shall remain in effect throughout the term of this Agreement and for a period of five (5) years after its termination.

9. Intellectual Property Rights

- A. All IP owned by a Party prior to the entry into force of this Agreement or created by a Party outside the scope of this Agreement (without using Confidential Information) shall remain the property of that Party. Neither Party shall be entitled to use the other Party's IP without permission. All IP relating to the Software and Services shall remain the exclusive property of FINIT SOLUTIONS and/or its licensors and shall not be transferred to the Customer and/or Users. The Customer and/or Users may not derive any rights from the Software and Services other than those expressly granted in this Agreement.
- W. All IP developed or otherwise created in the context of the Agreement shall be the exclusive property of FINIT SOLUTIONS from the moment of its creation. At the request of FINIT SOLUTIONS, the Customer shall, without additional compensation, assist FINIT SOLUTIONS with all appropriate and legal means to obtain, maintain, protect, and enforce its IP, including executing and issuing all instruments or affidavits that FINIT SOLUTIONS deems necessary to obtain, maintain, protect, and enforce such rights.
- X. The Customer hereby grants FINIT SOLUTIONS a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, modify, or otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback into the Software and/or Services. The Customer agrees that FINIT SOLUTIONS may exploit all Feedback without any restriction or obligation due to intellectual, industrial or other (property) rights or otherwise. For the avoidance of doubt, Feedback shall not be considered Confidential Information of the Customer, and nothing in this Agreement shall limit FINIT SOLUTIONS' right to independently use, develop, evaluate or market products and services, whether or not the Feedback is incorporated therein or otherwise.

10. Compliance

- A. The Parties acknowledge that when processing personal data in the context of this Agreement, they will always act in accordance with the principles set out in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), as well as any additional applicable national and/or European legislation on the protection of personal data. The Parties shall lay down the detailed arrangements for the processing of personal data within the framework of the Agreement in the processing agreement.
- Y. The Customer acknowledges and accepts that the Software and Services use artificial intelligence functionalities (including "large language models") and that FINIT SOLUTIONS may pass on the data processed within the framework of the Agreement (including personal data) to external service providers for the purpose of offering those artificial intelligence functionalities.

- Z. The Customer is solely responsible for the use and implementation of appropriate means for the safety, protection, and security of its personal equipment and data. It is strongly recommended to:
 - i. use cryptographic means to protect the Customer's data against unauthorized access;
 - ii. regularly back up data;
 - iii. regularly update your own software and maintain up-to-date antivirus software at all times.

11. Force Majeure

- A. Neither Party shall be liable to the other Party for any event of Force Majeure.
- AA. The Party invoking Force Majeure (hereinafter: the "Affected Party") shall notify the other Party in writing, without unreasonable delay, after the Affected Party first became aware (or should have become aware) of such an event of Force Majeure and the delay in the performance of the Agreement due to such an event of Force Majeure. Failure to give such notice within fourteen (14) business days after the event of Force Majeure shall prevent the Affected Party from claiming that an event of Force Majeure has occurred.
- BB. Any notification pursuant to this article of the Agreement shall include a detailed description of the obligation(s) affected by such Force Majeure event, as well as details of any contingency plans, alternative or other mutually agreed means that the Affected Party will use to minimize the impact of the Force Majeure event.
- CC. Notwithstanding the foregoing, the Affected Party shall use reasonable efforts to mitigate the effect of an event of Force Majeure on the performance of its own obligations and shall continue the Agreement if it is not terminated when and to the extent that such event of Force Majeure ceases.
- DD. In the event of Force Majeure, the time for the performance of the obligations shall be adjusted on a day-to-day basis in the context of the event of Force Majeure. In addition, the Parties shall consult regularly with the aim of minimizing any significant delay in the performance of the Agreement. Any delay attributable to an event of Force Majeure shall be formalized in writing without delay.

12. Right of audit

- A. During the term of this Agreement and for a period of twelve (12) months after its termination (regardless of the reason for termination of the Agreement), the Customer shall keep detailed, complete, and accurate written records relating to the performance of this Agreement.
- B. The Customer hereby grants FINIT SOLUTIONS permission, upon prior request, to inspect all documents relating to the performance of this Agreement or to have them inspected by an auditor appointed by FINIT SOLUTIONS. The Customer shall provide all reasonable assistance for the performance of the audit.
- C. FINIT SOLUTIONS and its authorized auditor(s) shall keep all information obtained during the audit strictly confidential and shall not use this information for any purpose other than the actual purpose of the audit and its follow-up.
- D. FINIT SOLUTIONS shall bear the costs of audits pursuant to this article of the Agreement, except in the event that the audit establishes non-compliance with the Agreement on the part of the Customer, in which case the costs of the audit shall be borne by the Customer.

13. Subcontracting

- A. FINIT SOLUTIONS has the right to transfer or subcontract its obligations under this Agreement to a subcontractor.
- E. Notwithstanding the foregoing, FINIT SOLUTIONS shall remain fully responsible for the performance of its obligations under this Agreement towards the Customer.

14. Non-competition and non-solicitation clause

- A. The Parties agree that during the term and after the termination of the Agreement and for a period of one (1) year after the end of this Agreement for any reason whatsoever, the Customer and its affiliated companies shall not, either directly or indirectly, provide services similar to those provided by FINIT SOLUTIONS or engage in any activities that would compete with the activities of FINIT SOLUTIONS within the territory of Belgium.
- B. Furthermore, the Customer and its affiliated companies are expressly prohibited from employing FINIT SOLUTIONS employees who are directly or indirectly involved in the performance of the Agreement and/or FINIT SOLUTIONS employees who are affiliated with companies belonging to the same group as FINIT SOLUTIONS (either as an employee or as a self-employed person), or to have them carry out assignments on its behalf through subcontracting or in any other way, even if such a request was initially initiated by the employee concerned.
- C. If FINIT SOLUTIONS is notified that the obligations under the first and second paragraphs of this article of the Agreement are being breached by the Customer or its affiliated companies, the Customer shall owe compensation of fifty thousand (50,000.00) euros, plus two thousand five hundred (2,500.00) per calendar day that the breach continues. The parties acknowledge and accept that this amount is a reasonable estimate of the actual damage suffered by FINIT SOLUTIONS in such a case and is therefore appropriate. Notwithstanding the foregoing, FINIT SOLUTIONS reserves the right, in the event of a breach of this article of the Agreement by the Customer, to prove its actual damage and claim higher compensation.

15. Final provisions

- A. Hierarchy of documents – In the event of any conflict between the provisions of the Agreement and the Annexes to the Agreement, the following order of precedence shall apply: (1) the front page of the Agreement; (2) Appendix 1. In any case, the documents shall remain subordinate (in accordance with the hierarchy described above) to the relationship between the Parties insofar as the provisions of those documents are not contradictory.
- D. Independent parties – None of the provisions of this Agreement shall be construed as indicating the intention of the Parties to form a company, association, or joint venture.
- E. Entire Agreement – This Agreement, together with its appendices, contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to the same subject matter that are still in effect between the Parties.

- F. Amendments – Amendments to this Agreement, as well as additions or deletions, must be agreed in writing by both Parties.

- G. Severability – Where possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under applicable law. However, if one or more provisions of this Agreement are found to be wholly or partially invalid, illegal, or unenforceable, the remaining provisions of that provision and of this Agreement shall remain in full force and effect as if the invalid, illegal, or unenforceable provision had never been included herein. Furthermore, in such a case, the Parties shall amend the invalid, illegal, or unenforceable provision(s) or part thereof and/or agree on a new provision in such a way that the purpose of the invalid, illegal, or unenforceable provision(s) is reflected as much as possible.

- H. No waiver – The failure or delay by a Party to exercise a right under this Agreement, the exercise of a right under this Agreement in whole or in part, or the partial response or lack of response by a Party in the event of a breach by the other Party of one or more provisions of this Agreement, shall not be deemed or construed as a waiver (express or implied, in whole or in part) of that Party's rights under this Agreement or the provision(s) in question, nor shall it prevent the further exercise of those rights. Any waiver of a right must be express and in writing.

- I. Notices – All notices provided for in the Agreement or made in connection with this Agreement must be (i) either sent in writing by registered mail to the addresses specified in the preamble to this Agreement, or (ii) sent by email with confirmation of receipt. Any communication by registered mail shall be deemed to have been given three (3) business days after the postmark; any communication by email shall be deemed to have been given one (1) day after dispatch. The parties may notify each other of a change of address in accordance with this provision.

- J. Language of the Agreement – The Dutch version of this Agreement shall always be the binding version and translations of this Agreement shall always be for indicative purposes only.

- K. Authorized signatories – The Parties represent and warrant to each other that (1) the person(s) accepting this Agreement are authorized representatives of the entities represented, and (2) no further approvals, acts, or ratifications are required for the full enforceability of this Agreement against them; or that the person accepting this Agreement does so in their own name and on their own behalf; each Party shall indemnify and hold harmless the other Party for any breach of the foregoing representation and warranty.

16. Applicable law and competent courts

- A. This Agreement and the rights and obligations of the Parties under this Agreement are governed by and shall be construed in accordance with Belgian law.
- L. In the event of a dispute concerning the validity, application, performance, or interpretation of this Agreement, the courts of Leuven shall have exclusive jurisdiction.