

ANNEX 1 – JARVISS GENERAL TERMS AND CONDITIONS

1. General

These terms and conditions (the “**Terms**”) form an integral part of any agreement between Jarvis and the customer and apply to all Jarvis’ product and service offerings. Any terms and conditions of the customer are expressly excluded. All obligations of Jarvis are best efforts obligations and are never regarded as result obligations. All quotations are valid up to 30 days after the quotation date.

2. Business offering

Products, software and services shall be delivered in accordance with the indicative delivery and activation schedule set forth in the quotation.

Purchased products will be deemed accepted upon delivery. Jarvis shall remain the owner of all products until the customer has effected payment in full. Risk of loss to the products passes to the customer at the moment the products leave their repository for delivery (whether delivered directly by Jarvis, its subcontractors or by a third party carrier). Jarvis offers a warranty for material hidden defects: delivered products which prove to be defective within 12 months of delivery as a result of a circumstance having occurred prior to the transfer of risk shall (at Jarvis’ discretion) be repaired, replaced or reimbursed at purchase price, provided the claim is submitted to Jarvis in writing (containing a detailed description of the alleged defect) no later than 14 days after the customer (ought to have) discovered it. No warranty shall be provided in the event of inappropriate use, fault or negligence of the customer, installation or modifications executed by the customer or a third party, regular wear and tear or usage in combination with third party systems or products not provided by Jarvis. Apart from the foregoing warranty, the customer may be entitled to an additional (conventional) warranty provided by the manufacturer or producer.

The customer shall use any software (whether or not provided or licensed via Jarvis) in accordance with the applicable third party’s service offering. The customer shall at all times, refrain from (in)directly: (i) accessing any software code; (ii) modifying or creating derivative works based on any products or software; (iii) using the products and software in an illegal, unlawful or infringing manner.

In any event, the customer must, at its own costs, procure and maintain the necessary equipment, infrastructure and licenses (as may be further specified in the quotation or communicated from time to time by Jarvis) for the scope of the agreement and provide its good faith cooperation with Jarvis for the proper execution of the agreement.

The services included in this quotation can be performed at the earliest 20 working days after ordering and shall be provided with due skill and care in complete independence. Services are deemed accepted upon delivery. Jarvis has the right to involve subcontractors in the performance of the services.

Jarvis shall use its best efforts to provide support for incidents related to the purchased products and software and to keep the purchased products and software available as much as possible.

3. Payment modalities

The customer must pay all fees and costs in accordance with the quotation. In addition to the payment of the applicable fees, the customer must reimburse Jarvis for all actual, reasonable travel costs and expenses, including, but not limited to, costs for airline tickets, hotels and travel allowance that Jarvis has incurred in the execution of the services offered. These costs, expenses and materials are invoiced by Jarvis at cost price.

The customer must make full payment of the fees and expenses within thirty (30) days after the invoice date. Complaints regarding invoices must be made in writing (detailing the objective reasons for the dispute), within 5 working days after receipt of the invoice, failure to do so shall be interpreted as acceptance of the invoice.

Jarvis invoices the fees and costs in accordance with the payment terms agreed in the quotation. In the absence of such payment terms, invoicing will take place as follows:

- a. 25% advance payment of the entire quotation value direct after purchase order.
- b. For hardware upon delivery
- c. Software licenses shall be paid (yearly or multi-yearly) upfront (in accordance with the recurring license scheme as indicated in the quotation) upon the provision of the activation key.

- d. For software assurance, support services & break & fix services: (yearly or multi-yearly) upfront as indicated in the quotation) due upon delivery of the hardware and / or commencement of the activation/set-up services.
- e. Pre paid credits & consultancy: on order acceptance.
- f. Project or direct consultancy services: after implementation.
- g. Extended operational services: after project completion and before the start of extended services.

All prices are in euros and exclusive of VAT, as well as other taxes, which shall be borne by the customer.

Jarvis has the right to adjust its fees and prices annually (after the 1st of January) by applying the following formula: $p = PO * [0,2 + 0,8 * (S/SO)]$, whereby: p = the revised price/fees; PO = the initial price on the effective date; SO = the national average reference salary in the digital and technological industry (i.e. Agoria DIGITAL) ("Reference Salary") on the effective date of this agreement (or any index replacing it) and S = the Reference Salary at the moment of revision.

Pre paid services credits expire 24 months after purchase date.

If the customer pays late on the basis of the agreement, Jarvis may charge interest at (i) the legal interest rate applicable in Belgium, or (ii) a rate of 10% per year whichever is higher. If the customer does not pay (an) undisputed invoice(s) after receiving a reminder to that effect, Jarvis has the right to suspend its obligations under the agreement or part thereof until all outstanding amounts have been paid in full and to claim duly demonstrated factual collection costs. In the event of late payment of an invoice, all other outstanding claims against the customer will become immediately due and payable without prior notice. The right to charge interest and to suspend its obligations does not limit the other rights and remedies of Jarvis under the agreement.

The customer must pay in full all amounts due under the agreement arising from a confirmation of this quotation without any set-off, counterclaim, deduction or withholding, except where required by law.

4. Intellectual property

Each party remains the exclusive owner of the intellectual property rights (including any enhancements; amendments or derivative works based thereon) held by such party before the date of the agreement, and of the intellectual property rights subsequently developed by that Party independently from the agreement, or in the case of intellectual property rights of a third party (licensor), that third party remains the owner of it. The foregoing also applies to tools, software, templates, knowledge, data and / or methods used by Jarvis for the performance of the agreement. All intellectual property rights arising from or otherwise (directly or indirectly) derived from the services delivered by Jarvis under the agreement are exclusively owned and remain the property of Jarvis. Jarvis grants the customer and the customer accepts a non-exclusive, personal, non-transferable and non-sublicensable right to use the relevant intellectual property rights of Jarvis exclusively in accordance with the described purpose in the quotation and exclusively during the term of the agreement.

5. Confidentiality and data protection

The parties have agreed that, during the term of the agreement and up to 5 years after termination, all confidential and sensitive information that they have provided or exchanged among themselves regarding the provision of services under this agreement will be considered and treated as confidential (meaning that it shall not be disclosed to any person other than its employees, subcontractors and consultants who have a direct need to know basis and provided they are bound by appropriate confidentiality obligations). For the purposes of the agreement "Confidential Information" means any information regarding the disclosing party disclosed directly or indirectly under the Agreement to the receiving party or its representatives, and includes any information and data that is, or can reasonably be regarded as confidential or sensitive data. Confidential information of the disclosing party shall only be used to the extent necessary for the execution of the agreement.

Each party shall comply with the applicable data protection laws (including the GDPR). In relation to the provision of services, Jarvis may from time to time process personal data. This processing is only carried out when this is necessary to fulfill the contractual obligations of Jarvis towards the customer, on the customer's request and in accordance with the written instructions of the customer.

6. Term and termination

The agreement is entered into for a minimum period of 3 years as from the initial quotation. Unless the customer cancels these recurring services 3 months before the expiry date of the initial 3-year contract period (or a renewal period), the contract will be automatically renewed each year by subsequent 1 year terms. In addition, the agreement or any quotation may be terminated (without prejudice to any other rights or remedies available), upon written notice to the other party:

- a. By either party, if the other party (i) materially breaches the agreement and fails to cure it within 30 days from receipt of a default notice, or (ii) is the subject of a bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.
- b. By Jarviss immediately if the customer breaches a third party's (intellectual property) rights, its confidentiality or data protection obligations or any applicable third party terms and conditions.

Upon termination all user rights and licenses granted pursuant to the agreement, shall automatically terminate and the parties shall delete (and certify such deletion) all confidential information of the other party in its possession or under its control. The provisions of the agreement that are expressly or implicitly intended to survive termination shall survive termination.

7. Liability and warranties

Subject to the maximum extent permitted by mandatory law, Jarviss' liability, whether in contract, tort or otherwise, shall, (i) be excluded for indirect, consequential damage (such as loss of profits, loss of opportunity, loss of clients, claims of third parties, damage resulting from loss of data, etc.); and (ii) per event (or series of related events) and in the aggregate per project year, not exceed the average annual project value of the services provided under the project under which the event giving rise to the liability occurred.

Subject to the maximum extent permitted by mandatory law, the products, software and services are provided "as is" without warranty of any kind, including, warranties of accuracy or completeness of data, fitness for a particular purpose, error-freeness or non-infringement. In this respect, the customer is solely responsible for make sufficient back-ups of its data and systems.

8. Miscellaneous:

These terms (together with any schedules and accepted quotations) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements between the Parties. In the event of a conflict between these Terms and a schedule hereto or between different schedules, the relevant schedule as to its subject matter shall prevail. In the event of a conflict between these Terms or a quotation, these Terms shall prevail, unless expressly stipulated otherwise in the relevant quotation.

If any provision of the agreement is held to be unenforceable, the other provisions shall nevertheless continue in full force and effect. Each Party shall use its best efforts negotiate in good faith a valid replacement provision with an equal or similar economic effect.

The agreement is governed by Belgian law. The UN Convention for the International Sale of Goods does not apply. Disputes are negotiated promptly and in good faith to reach an amicable settlement. If such an amicable solution or settlement cannot be reached, the dispute will be submitted to and finally settled by the competent courts of Ghent (Ghent division). For questions or remarks, please contact your account manager or info@jarviss.be.

Last amended 24/10/2023.

APPENDIX 1– DATA PROCESSING AGREEMENT (“DPA”)

By means of this DPA, the parties wish to lay down their specific agreement with regard to the processing of personal data. If and to the extent Jarviss process personal data pursuant to the execution of the agreement, Jarviss shall do so in the capacity of processor (or subprocessor) (as the case may be) and the customer as controller or processor (respectively).

In particular, Jarviss shall:

1. process the personal data only on the documented instruction from the customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by applicable law to which it is subject;
2. to immediately inform the customer if, in its opinion, an instruction infringes the GDPR or other applicable data protection provisions;
3. only authorize a Sub-Processor to process personal data if (i) the customer is provided with an opportunity to object to the appointment of each sub-processor within 14 days after Jarviss has notified the customer of its intention to appoint such sub-processor, it being understood that the customer shall only object to such appointment in writing and on reasonable and evidenced grounds; and (ii) Jarviss enters into a written contract with the sub-processor that contains terms substantially the same as those set out in this DPA; where the sub-processor fails to fulfil its data protection obligations, Jarviss shall remain liable to the customer for the performance of that sub-processor’s obligations in accordance with the provisions of the Terms. The customer has authorized the Sub-Processors listed in Annex A;
4. that persons authorized to process the personal data are committed to confidentiality by an agreement or are under an appropriate statutory obligation of confidentiality;
5. to take appropriate technical and organizational measures to ensure a level of security appropriate to the risk (e.g. against the unauthorized or unlawful processing of the personal data and against the accidental loss, destruction of or damage to such data) and to provide a detailed written description of those measures upon the customer’s request;
6. to assist the customer by appropriate technical and organizational measures, to the best of its ability, (i) for the fulfilment of the customer’s obligation to respond to requests for exercising the data subject’s rights or (ii) the customer’s compliance with its other obligation under the GDPR;
7. to take into account as much as possible the principles of data protection by design and default;
8. to notify the customer of any personal data breach without undue delay and in any event no later than seventy-two (72) hours after becoming aware of such breach;
9. not to process personal data outside the EEA without the customer’s written consent and only subject to the safeguards required under the GDPR. The customer grants Jarviss permission to transfer personal data to its authorized Sub-Processors (listed in Annex A and as amended from time to time);
10. not to keep the personal data any longer than required for the performance of the agreement, unless another storage period is instructed by the customer or applies pursuant to applicable law;
11. to delete or return (at the choice of the customer) all the personal data to the customer after the end of the provision of the services relating to the processing; and to delete existing copies unless applicable law requires storage of the personal data;
12. to make available to the customer all information necessary to demonstrate compliance with the obligations under the GDPR; and to allow for and to the extent commercially reasonable contribute to audits, including inspections, conducted by the customer.

The parties acknowledge and agree, in the event it would be necessary, regardless of the reason (such as, but not limited to, any (prospective) changes to the applicable data protection legislation or any amendments to the scope of the services, schedules or the agreement), to enter into a more extensive data processing agreement. This Annex is governed by the Terms, including without being limited to the competent court and applicable law.

ANNEX A Description of processing and contact information

1. Purposes and specific instructions regarding the processing:

Execution of the agreement and in particular delivery of the services ordered by the customer.

2. Nature of the processing

- | | |
|---|---|
| <input checked="" type="checkbox"/> collection | <input type="checkbox"/> use |
| <input type="checkbox"/> recording | <input type="checkbox"/> disclosure by transmission, dissemination or otherwise making available |
| <input type="checkbox"/> organization | <input type="checkbox"/> alignment or combination |
| <input type="checkbox"/> structuring | <input type="checkbox"/> restriction, erasure or destruction of data (whether or not by automated means). |
| <input checked="" type="checkbox"/> storage | <input type="checkbox"/> other (please specify):
_____ |
| <input type="checkbox"/> adaptation or alteration | |
| <input type="checkbox"/> retrieval | |
| <input checked="" type="checkbox"/> consultation | |

3. Categories of data subjects

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> (Potential/ex-) customers of Controller | <input checked="" type="checkbox"/> (Potential/ex-) suppliers | <input type="checkbox"/> (Potential/ex-) business partners |
| <input checked="" type="checkbox"/> Applicants, (ex-) employees or interns | <input type="checkbox"/> Minors (below the age of 16) | |
| <input checked="" type="checkbox"/> (Potential)/(ex) self-employed consultants | <input type="checkbox"/> Other (please specify):
_____ | |
| <input checked="" type="checkbox"/> Users of the following service/website/application:
__jarviss.be__ & __portal.jarviss.be__ | | |

4. Categories of personal data

- | | |
|--|--|
| <input checked="" type="checkbox"/> Personal identification data (<i>name, address, telephone number, etc.</i>) | <input type="checkbox"/> Housing characteristics (<i>address, type of home, residence time, etc.</i>) |
| <input checked="" type="checkbox"/> Electronic identification data (<i>IP address, MAC address, cookies, etc.</i>) | <input type="checkbox"/> Health related data (<i>physical health, mental health, genetic data, treatments, prescriptions, etc.</i>) |
| <input type="checkbox"/> Financial data (<i>bank account numbers, insurance, salary, etc.</i>) | <input checked="" type="checkbox"/> Profession and job (<i>current job, work description, job application data, career, salary, data concerning IT equipment, passwords and codes, etc.</i>) |
| <input type="checkbox"/> Personal characteristic (<i>age, gender, date of birth, place of birth, citizenship, visas, etc.</i>) | <input type="checkbox"/> Lifestyle and (consumption) habits |
| <input type="checkbox"/> Psychological data (<i>opinions about personality, etc.</i>) | <input checked="" type="checkbox"/> Usernames, passwords and any other log-in data |
| <input type="checkbox"/> Family (<i>marital status, cohabitation, name of spouse/partner, children, parents, etc.</i>) | <input type="checkbox"/> Pictures or videos |
| <input type="checkbox"/> Memberships (<i>professional and non-professional memberships, clubs, groups, associations, etc.</i>) | <input type="checkbox"/> Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade-union membership. |
| <input type="checkbox"/> Judicial data (<i>data concerning convictions and offences, suspicions, indictments and administrative sanctions</i>) | <input type="checkbox"/> Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or sex life or sexual orientation |
| <input type="checkbox"/> Financial and insurance products (<i>loans, mortgages, etc.</i>) | <input type="checkbox"/> Judicial data (<i>data concerning convictions and offences, suspicions, indictments and administrative sanctions</i>) |
| <input checked="" type="checkbox"/> Location data (e.g. GPS, mobile phone or other tracking mechanisms) | <input type="checkbox"/> Other (please specify):
_____ |
| <input checked="" type="checkbox"/> Education (<i>curriculum, financing of studies, qualifications, professional experience, publications, etc.</i>) | |

5. Retention period

- During the term of the agreement
 Specific retention periods, please specify: _____

6. Legal basis

The legal ground on which personal data is being processed mainly depends on the category of personal data concerned. Below is an overview of the legal grounds on which personal data is being processed:

- processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
 processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, including to conduct and manage their business.

7. Contact information for the persons responsible for data protection compliance

	Jarviss
Full name	Wim De Smet
Title	Managing Partner / CISO
E-mail	Wim.desmet@jarviss.be
Phone number	0032 497 44 03 22

8. List of Sub-Processors

The controller has authorized the use of the following Sub-Processors:

- service providers;
 hosting providers (including without limitation cloud and storage providers);
 email and other communication and customer service providers (including marketing assistance);
 professional service providers (including without limitation lawyers, bankers, auditors, and insurers);
 affiliates of Jarviss
 other, please specify: _____

9. Transfer(s) of Personal Data

Category recipients of personal data outside the EEA:

- customer, who is located outside the EEA;
 employees, officers, freelancers, contractors and/or Sub-Processors; who are located outside the EEA.

Purpose(s) for transfer of personal data outside the EEA

- the purposes as defined in point 1 of this Annex A.

10. Technical and organizational measures

Depending on the actual services delivered by Jarviss, Jarviss shall take the following technical and organizational measures to protect the personal data:

- Regular external security audits on our data systems and infrastructure
- ISO9001, 27001 and 27002 standard compliance
- Multifactor authentication on all systems
- Least privileged authorization for critical systems
- Zero trust architecture in place
- Complex password policy in place

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- Physical security in place for access to Jarviss facilities
 - Disk encryption active on all end user systems

Jarviss' organizational measures and security practices are continuously reviewed and updated to address evolving threats and maintain a high level of data security and privacy. In order to continuously stay at pace with the evolving security standards, the customer acknowledges and agrees that the measures described herein, will be updated and amended from time to time (at Jarviss' sole discretion). Upon request, Jarviss shall provide any updated version of this Annex.

Despite the above described measures, the parties hereby acknowledge that there are always risks associated with sending personal data over the internet and that the security and protection of personal data can never be fully guaranteed, nor can it be guaranteed that unauthorized third parties will never be able to defeat those measures or use the personal data processed by Jarviss for improper purposes.