

FOVEA IP ONLINE SERVICES - GENERAL TERMS AND CONDITIONS

ARTICLE 1: Definitions and interpretation

“Additional Fees” means the fees, as described on the Site, that the Client has to pay in addition to the Subscription Fees to use the Additional Services.

“Additional Services” means our upgraded Services that the Client may order on the Site, that are not comprised in the Included Services and which thus require payment of Additional Fees from the Client.

“Agreement” means the General Terms and Conditions, including the specific provisions applicable to the Services and any other agreed terms between the Parties for the performance of the Services ordered by the Client.

“Client” means the individual or legal entity purchasing any of our Services.

“Confidential information” means all information (i.e. trade secrets, processes, methods or techniques, commercial secrets and know-how, proprietary data, such as compilations, undisclosed or unpublished intellectual property, pricing, technology and product information, business and any other proprietary or confidential information) of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

“Data Protection Laws” means all data protection and privacy laws, rules and regulations applicable to a Party and binding on that Party in the performance of its obligations under the Agreement, including the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”).

“Fees” means the Subscription Fees and the Additional Fees (if any).

“FOVEA IP” (or “IPSensus” or “Bogars”) is a company incorporated under Belgian laws, with registered number 780.625.712, whose registered office is located at Rue de Stalle, 140A, 1180 Brussels (Belgium).

“General Terms and Conditions” mean the present general terms and conditions.

“Included Services” means our basic Services made available to the Client once the latter has registered on the Site and paid the Subscription Fees, as described on the Site.

“Initial Term” means the initial duration of the Agreement as defined in Article VII.

“Investigative Tools” refers to Services’ features that allow the Client to obtain information on specific records through the use of automated tools.

“Party” means the Client or us (as appropriate) and “Parties” shall mean both of them.

“Renewal Term” means the prolonged duration of the Agreement as defined in Article VI

“Reports” mean any and all reports prepared by us on the Client’s request and /or order.

“Representatives” mean any subsidiaries, affiliates, directors, officers, employees, subcontractors or similar or other agents of a Party.

“Services” mean the range of automated services that are ordered by or made available to the Client by us online, as fully described on the Site.

“Site” refers to the website accessible at: <https://www.foveaip.com>.

“Subscription Fees” means the amount the Client must pay to access the Services, as described on the Site.

“We” or “us” or “our” means FOVEA IP.

The titles and headings are for convenience only and shall not affect the interpretation of the provisions.

The singular includes the plural and vice versa, and each gender includes the other gender.

ARTICLE II: Scope, purpose and use

The General terms and Conditions apply to all our Services and/or offers of Services, notwithstanding contradictory provisions appearing on order bills or other documents sent out by the Client.

In order to access the Services, the Client must register on the Site and pay Fovea IP the Subscription Fees, as well as the Additional Fees that apply for any Additional Services which may be requested by the Client. The Subscription Fees and the Additional Fees are collectively referred to as the Fees.

The Client will not use any Services (including any attempts to do so) through any automated tools (including software and/or hardware), functions, services or otherwise (including scripts or web crawlers).

The Client has a personal, non-exclusive and non-transferable right to access the Services. The Client may access the Services solely for its internal business purposes and shall not permit any third party to access the Site.

The Client is not permitted to use any of the Services or to access our data (including any attempts to do so) other than through the Site.

The Client is solely responsible for creating the appropriate queries and selecting the appropriate results provided by our Services.

Some of the Services may allow the Client to obtain additional information on referenced records through the use of Investigative Tools. We expressly disclaim the accuracy and comprehensiveness of any information or data retrieved through these links. These information and data are retrieved through third party information providers’ website and, therefore, we cannot be liable for errors, omissions, or currency of the data presented. The Client is solely responsible for determining if the information is, in fact, related to the selected trademark. In addition, the failure of the Investigative Tools to retrieve specific information should not be interpreted as a proof that the

information does not exist or is not retrievable. The Client should take necessary precautions to confirm the information retrieved from the Service. When the Client accesses a third party website through Investigative Tools, it must agree and comply with the third party's terms and conditions.

Unless otherwise specifically provided herein, content, information, data and Reports provided by Fovea IP may not be copied, duplicated, distributed or otherwise disseminated to any third party without the prior written consent of Fovea IP. Nevertheless, if the Client acts on behalf of a Client who has been duly notified to Fovea IP and who has requested such search or information, the Client can share the information retrieved from the Services to this Client (and such Client's advisors or consultants).

Under no circumstances can the Client sell any content, information and data retrieved from the Services without the prior written consent of Fovea IP.

We reserve the right, at our sole discretion, to refuse or suspend immediately any subscription in the event of (i) a breach by the Client of any provision of the applicable terms and conditions and/or (ii) any threat of such a breach.

ARTICLE III: Intellectual property

The Client shall retain ownership and intellectual property rights over all data, documents or records transmitted to Fovea IP in connection with the Services or otherwise pursuant to this Agreement. The Client hereby grants to Fovea IP a non-exclusive, transferable, sub-licensable, royalty free, worldwide license to use any data submitted to perform the Services.

All ownership and intellectual property rights (including but not limited to trademark, copyright, patent, design) in the Services and the Reports provided or made available to the Client by Fovea IP and all content, information and data made available to the Client when using the Services shall remain the exclusive, sole and absolute property of Fovea IP or of the third parties from whom Fovea IP has obtained the right to use them. The Client acknowledges and agrees that the content, information and data provided when using the Services are the proprietary, copyrighted works of Fovea IP and/or its third party licensors and that they contain: (i) works of original authorship, including compiled information containing Fovea IP's and/or its third party licensor's selection, coordination and arrangement and expression of such information or pre-existing material it has created, gathered or assembled; and (ii) trade secret and other Confidential Information, and (iii) information that have been created, developed and maintained by Fovea IP and/or its third party licensors.

The Client agrees that it will not commit or permit any act or omission by its Representatives or any third party that would impair Fovea IP's and/or its third party licensor's copyright or other proprietary and intellectual property rights in the content, information and data.

The Client undertakes to inform Fovea IP of any violation of Fovea IP's and/or its third party licensor's rights.

The Client undertakes not to use Fovea IP and/or its third party licensor's trade name, trademark, logo or copyrighted materials in advertising in any manner without the prior written approval of Fovea IP and/or its third party licensors.

The Client shall include and reproduce any applicable copyright notice and proprietary rights legend on all authorized copies of such content, information and data.

ARTICLE IV: Modification of the Services

The Client agrees that Fovea IP or its suppliers reserve the right to change or modify the Services (including functionality) without prior notice. Fovea IP will, from time to time, publish on the Site notices concerning the Service, or make available this information by other means. Fovea IP may adjust the Subscription Fee for each Renewal Term. This Agreement is immediately terminable by the Client upon written notice thereof to Fovea IP if any such changes are unacceptable to the Client. Fovea IP may remove certain databases from the Service if its suppliers discontinue their provision, which will upon request entitle the Client to (i) a prorated refund of Fees for the concerned databases until the expiration of the then-current term of the Agreement; (ii) as well as to terminate immediately this Agreement in the event that more than 10% of the number of databases selected by the Client become unavailable. The Client's continued use of the Services following publication or communication of a change shall be conclusively deemed acceptance of such change.

ARTICLE V: Client Account and User Ids

Fovea IP will issue to the Client an account number and one or more User Ids, such number and Ids to be determined at Fovea IP's discretion. Where applicable, the Client agrees that the User IDs are valid only at the location for which they are issued. The Client is responsible for its User IDs. All terms and conditions of this Agreement apply to all User IDs issued under this Agreement, and the Client agrees to assume full responsibility for compliance with the terms and conditions of the Agreement, including payment for any charges incurred resulting from the use of the Client's User IDs by anyone, and for maintaining security and confidentiality with regard to all such User IDs. If the Client becomes aware of any unauthorized usage of its account, the Client shall notify Fovea IP immediately by calling the Client Service and communicating detailed information by e-mail, using Fovea IP's contact details listed on the front page hereof. The Client shall not be responsible for charges against its User IDs incurred after Fovea IP has received such notice. Fovea IP will not disclose information concerning the Client which may directly or indirectly allow third parties to be aware of research conducted by the Client.

ARTICLE VI: Addition of User IDs, Services, Modules or Databases

Upon written request from the Client abiding by the terms and conditions provided herein and execution by both Parties of a written amendment to this Agreement detailing the additions and the related fees, User IDs, services, modules or new databases may be added to this Agreement. User IDs, services, modules or databases thus added will be given the same renewal term as the Agreement. The Client will be initially charged a prorated amount based on time left until the end of the current Initial Term or Renewal Term.

ARTICLE VII: Duration of the Agreement

The initial term of this Agreement shall commence on the start

Client Initials: _____

date specified on the first page hereof, provided it is signed by both Parties, and continue for a period of twelve (12) months save as otherwise provided for on the first page hereof ("Initial Term"). Thereafter, this Agreement shall automatically renew for subsequent periods each equalling the Initial Term ("Renewal Term") unless either Party gives the other written notice of termination at least ninety (90) days prior to the end of the Initial Term or Renewal Term, as the case may be. Access to the Services is granted to the Client as of the date of the registration on the Site and after payment of the Subscription Fees (and the Additional Fees, if any). Notwithstanding the foregoing, Fovea IP may terminate this Agreement with thirty (30) days prior written notice to the Client. If either Party shall default in the performance of any provision contained in this Agreement, and such default shall not have been remedied within thirty (30) days after written notice thereof shall have been given to the defaulting Party, the Party giving such notice, in addition to any other rights and remedies available in law or equity, may then immediately terminate this Agreement.

In the event of termination of the Services :

- (i) the Client shall no longer have access to the Services,
- (ii) all rights and licenses granted shall cease, and the Client shall immediately cease and continue to cease all use of data, information, Reports, notes, etc. provided,
- (iii) unless otherwise agreed in writing by us, the Client shall promptly and permanently delete and otherwise destroy, at Client's expense, all copies of all information, data, Reports, notes, etc. provided by and/or construed from our Services.

ARTICLE VIII: Charges, Payments, Suspension of User IDs

Fovea IP shall invoice the Client for the Service subscribed by the Client and all applicable taxes. The prices are exclusive of tax. The Client will be invoiced at the beginning of the Initial Term and of each Renewal Term. The payment is due upon receipt of the invoice, within thirty (30) days after the date of invoice for the entire period invoiced, and may not in any event be decreased, unless otherwise agreed in writing. All payments must be made by wire transfer and in the currency in which the invoice is rendered. Amounts remaining unpaid for more than thirty (30) days from the date of invoice shall be subject to an additional charge of 0.9% per month or the highest rate permitted by law, whichever is less, as well as a fixed legal indemnity of € 40 (forty euro) for collection costs. The Client agrees to pay the cost of collection of delinquent accounts including reasonable attorneys' fees. In addition, Fovea IP may, at its sole discretion and without notice to the Client, suspend or cancel Client's User IDs if charges are not paid when due, or if Client is otherwise in breach of the terms and conditions of the Agreement. A suspended or cancelled User ID may be reinstated only with the approval of Fovea IP and may be subject to an additional service charge. Any question or dispute concerning an invoice must be submitted by the Client by letter, fax or e-mail, directed to Fovea IP's contact details listed on the front page hereof, within thirty (30) days after the date of invoice.

ARTICLE IX: Modification of Prices and Indexation

Subject to the indexation referred to below, Fovea IP may adjust the Subscription Fee on each Renewal Period. Beyond an annual increase of five percent (5%) for unchanged services scope, if the Client considers that such a modification is unacceptable, the Agreement will be immediately terminated by the Client by written notice sent to Fovea IP within the first thirty (30) days of the Renewal Period. The mere fact of continuing to use the Services

beyond this thirty (30)-day period will be deemed a final acceptance by the Client of the price change.

From the second year of the Agreement onwards, the Fees shall be annually adjusted for inflation in accordance with the inflation rate based on the European harmonised index of consumer prices (HICP) as most recently published by Statbel, the Belgian statistical office.

ARTICLE X: Documentation

Documentation on the use of Fovea IP is available online. All user documentation may be copied for non-commercial use.

ARTICLE XI: "Cookies"

The Client is aware and agrees that Fovea IP uses cookies within the Services in order to identify the Client and its preferences, and to contribute to security of the Services.

ARTICLE XII: CONFIDENTIAL INFORMATION

Confidentiality. Except with the Disclosing Party's prior and express written permission, the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose which is not allowed by the Agreement. Under no circumstances may the Client (i) disclose to any of our competitor(s) our Confidential Information or (ii) copy or show to any of our competitor(s) the content or extent of any of our Services.

Protection. Each Party agrees that it will retain and preserve the other Party's Confidential Information in strict confidence and that it will take all necessary measures to avoid unauthorized use or disclosure of such Confidential Information. In no event shall either Party exercise less than reasonable care in protecting the Confidential Information. Each Party agrees (i) that it shall not disclose any part of the Confidential Information to any person or entity other than its Representatives, unless the Disclosing Party's has given its prior written consent and (ii) to take all reasonable steps to assure that none of its Representatives uses or discloses any part of the Confidential Information in violation of the Agreement. Each Party shall be solely responsible for any violation of article XI by its Representatives.

Compelled Disclosure. If the Receiving Party is compelled by law, court judgment or arbitral award to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party shall in any case disclose only the portion of the Confidential Information that is legally required to be disclosed.

Return of Confidential Information. Upon completion or termination of the Services, or at any time upon the written request of either Party, the other Party shall immediately (i) cease using the Confidential Information, (ii) return any Confidential Information (including information in computer software or held in electronic storage media) and (iii) destroy any notes or personal memoranda which includes or refers to such Confidential Information

Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this article XI, the Receiving Party shall automatically, without the need to serve notice or the need for a court order, forfeit to the Disclosing Party an immediately payable penalty of € 50,000 (fifty thousand euro) and an additional amount of € 5,000 (five thousand euro) for each day the breach continues up to a combined maximum of € 250,000 (two hundred fifty thousand

euro). The foregoing does not in any way prejudice the other rights and remedies available to the Disclosing Party in case of a breach, including but not limited to the right to recover the actual damages in addition to the penalty and the right to seek injunctive relief.

ARTICLE XIII: PROTECTION OF PERSONAL DATA

In this Article XIII, the terms “personal data”, “data processor,” “data controller” and “process” shall be as defined in the GDPR.

Certain information and data provided through the Services may contain personal data and such personal data are subjected to protections, including under the GDPR and other Data Protection Laws. Therefore, both Parties shall duly observe all their obligations under the GDPR or other Data Protection Laws which arise in connection with the Services.

With respect to the processing of personal data in connection with the Client’s use of the Services, the Parties agree that the Client shall at all times be the data controller and we shall be the data processor.

Where we are processing personal data for the Client as a data processor, we shall (i) take all appropriate technical and organizational measures to protect the security and confidentiality of the personal data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties (ii) provide the Client with such information as the Client may reasonably request to satisfy himself that we are complying with our obligations under the GDPR and other Data Protection Laws (iii) promptly notify the Client of any breach of the security requirements of the Client as referred to in clause and any request for personal data.

As the data controller, the Client represents and warrants to us that his use and process of personal data shall comply with all Data Protection Laws. The Client represents and warrants that (i) it will only use personal data for the limited purposes specified in the Agreement, including as is necessary for receiving the Services, (ii) it will process and protect the personal data in accordance with Data Protection Laws, and (iii) if the Client comes to the conclusion that it can no longer process or protect the personal data in accordance with Data Protection Laws, then it will promptly notify us of such decision and stop using those personal data until it is again able to lawfully process or protect the personal data in accordance with Data Protection Laws.

If the Client is disclosing personal data with a third party service provider, the Client shall be responsible for providing any and all instructions to the third party service provider about the use and protection of personal data. We and our third party service provider(s) are not sub processors of each other.

ARTICLE XIV: Disclaimer of Warranties; Limitation of Liability

Fovea IP disclaims all warranties, express or implied, with respect to the Services or any information the Client obtains through the Service, including, without limitation, any implied warranty of title, merchantability, fitness for a particular purpose, or any warranty that the information is accurate or complete. The Fovea IP online IP databases and the information are provided ‘as is’ without warranty of any kind. Further, Fovea IP does not warrant, guarantee or make any representations regarding the use, or the results of the use of the databases. The entire risk as to the results and performance of the Service are assumed by the Client. No oral

or written information or advice given by Fovea IP shall create a warranty or in any way increase the scope of this warranty, and Client may not rely on any such information or advice.

Fovea IP will not be liable to Clients or anyone claiming under or through a Client for any loss, injury, claim, damage or liability of any kind resulting in any way from (a) the Client’ use of the Services; (b) errors or omissions in the information; (c) failures or interruptions in delivery of the information or unavailability of all or any portion of the information; or (d) contingencies beyond the control of Fovea IP. Further, in no event shall Fovea IP be liable to the Client or anyone else for any decision made or action taken by the Client in reliance upon such information retrieved from the IP databases or any future Fovea IP online service. Fovea IP will not be liable, nor anyone else involved in the creation, production, or delivery of the Services shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use or inability to use the Services, even if Fovea IP has been advised of the possibility of such damages. Fovea IP will be liable to Clients only and exclusively in the case of fraud, willful misconduct (*opzet*) and gross negligence (*grove nalatigheid*) by Fovea IP and for an amount limited to the lower of (i) the amount equal to the Fees actually paid by the Client to Fovea IP and (ii) an amount of € 150,000 (one hundred fifty thousand euro). The Client assumes sole responsibility for all use of the Services and agrees to indemnify and hold Fovea IP harmless from any liability or claim of any person arising from Client’s use of the information. Any cause of action concerning the Services or this Agreement must be commenced within twelve (12) months after such cause of action has accused.

ARTICLE XV: Notices

All notices, requests, claims, demands and other communications in connection with this Agreement must be in English, in writing and shall be deemed to have been received : (i) at the time of delivery, if delivered by hand or a private courier company (ii) on the first working day following the date of posting if sent by registered mail, provided that both the sender and the addressee reside in Belgium or (iii) on the fifth business day (in the place to which it is sent) following the date of posting if sent by registered mail when the User does not reside in Belgium, by the Party as follows: (i) if to FOVEA IP S.A., 140A Rue de Stalle, 1180 Brussels, Belgium and (ii) if to the User, at the address provided by the User to FOVEA IP. Any Party hereto may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.

ARTICLE XVI: Advertising

Unless previously excluded in writing, the Client authorizes Fovea IP to use its trade name and logos as a professional reference in its Client lists and for promotional communications on brochures and electronic media. The Client will be free, at any time, to request in writing Fovea IP to cease, with a two-month notice, to use the Client’s trade name and logos as a professional reference, it being underlined that material published before the receipt by Fovea IP of such request will be considered as validly published and duly distributable.

ARTICLE XVII: Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance

of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 60 days, either Party may terminate the Agreement by written notice to the other Party, without any compensation or notice being due as a result thereof.

ARTICLE XVIII: Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. Neither Party shall be bound nor liable to the other Party for any representation, warranty, promise, covenant or understanding by an agent, employee or other person that is not embodied or incorporated by reference in this Agreement.

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ARTICLE XIX: Governing Law and Jurisdiction; Severability

This Agreement and/or any non-contractual obligations arising out or in connection with this Agreement are exclusively governed by and shall be construed in accordance with the laws of Belgium. To the extent possible, Fovea IP and the Client will search for an amicable solution to any dispute which may arise between them in relation to the performance of the Agreement. In the absence of an amicable agreement, the dispute will be brought before the competent courts in Brussels, Belgium.

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, in whole or in part, the provision or part of it shall, to the extent required, be deemed not to form part of these General Terms and Conditions and shall not in any way affect the legality, validity or enforceability of the remainder of these General Terms and Conditions.