

GORILLA PRODUCT AGREEMENT

This agreement (the “Agreement”) is entered into between:

Gorillini NV (“Licensor”)

and

the subscribing entity (“Customer”)

via AWS Marketplace.

Together referred to as the “Parties” or separately as a “Party”.

WHEREAS:

- (a) Licensor has extensive experience in the design, development and operation of software and the thereto related services and, in this respect, the provision of subscriptions to the Software as a Service (“SaaS”) product “GORILLA”.
- (b) Licensor is willing to provide a right to use GORILLA, a web-based application, adapt it to the Customer’s needs and offer related services, such as, for example, setup, support, hosting and maintenance services, under the terms and conditions agreed below.
- (c) The Customer will be granted rights to use GORILLA and in receiving the related services supplied by Licensor, under the terms and conditions agreed below (the “Agreement” or the “Gorilla Product Agreement”).

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**Article 1. Scope**

- 1.1 This Agreement contains the general contractual framework for the Services that may be provided by Licensor to the Customer with regard to the Product, consisting of:
 - (i) the grant of a right to use the Product (subscription-based); and
 - (ii) the provision of related Services.

Article 2. Setup of the Product and Hosting Services

- 2.1 Licensor shall use all reasonable endeavours to ensure that the Setup Services are provided in accordance with the provisions of Attachment 1.
- 2.2 The Customer acknowledges that a delay in the Customer performing its obligations under the Agreement may result in a delay in the performance of the Setup Services and Licensor will not be liable to the Customer in respect of any failure to meet the provisions of Attachment 1 to the extent that failure arises out of a delay in the Customer performing any of its obligations.
- 2.3 The Customer acknowledges and agrees that Licensor will setup, monitor and maintain the infrastructure using third party services (the Hosting Services), such as, for example, Amazon Web Services, on behalf of the Customer.

Article 3. Subscription

- 3.1 **Right to use**

Licensor grants to the Customer a non-exclusive and non-transferable right to use the Product as described in Attachment 1 (i) in accordance with the provisions of this Agreement, (ii) solely for the internal purposes

and business operations of the Customer and/or its Affiliates – as described in Attachment 1 – and (iii) exclusively during the Term of this Agreement.

3.2 Customer restrictions

The Customer may not:

- (i) copy, translate, modify, adapt, decompile, disassemble, reverse engineer the Product in whole or in part, except as and to the extent specifically authorized by applicable law;
- (ii) create derivative works of or from the Product, modify the design of the databases that underlie the Product or perform updates using update queries not supplied by Licensor;
- (iii) transfer the Product as a whole or in parts to the IT-environment of third parties without the consent in writing of Licensor;
- (iv) at any time deposit as security, assign, sub-license, sublease, sub-host, sell or give away control of any portion of the Product and/or the Modules, without Licensor's written consent.

3.3 Title and ownership

Nothing in this Agreement will create the transfer of title or Intellectual Property Rights to the Product, the Modules, the Documentation and related assets by Licensor to the Customer.

3.4 Protection and modifications

Licensor is authorized to:

- (i) take technical measures to protect the Product against unauthorized use and/or copying;
- (ii) replace or modify the source code of the Product in order to adjust it to the evolution of the Product.

Article 4. Support and maintenance

4.1 Maintenance Services – Maintenance Window - Release

Licensor shall provide the Maintenance Services to the Customer during the Term.

Licensor shall provide the Maintenance Services with reasonable skill, care and diligence in accordance with all applicable laws and good industry practice and in accordance with the provisions of this article.

Scheduled Maintenance Services, including the provision of new Releases of the Product shall only be carried out during the Maintenance Window, unless the provision of a bugfix Release is required for a critical Incident.

Licensor shall give to the Customer at least 4 weeks prior written notice of the application of a Release.

Licensor shall give to the Customer at least 12 (twelve) months prior written notice of the application of a Release in the event of a “breaking change” that changes the API interface of the Product without being compatible with previous versions.

4.2 Availability

Licensor shall use reasonable endeavours to ensure that the Uptime for the Product is at least 99,9 % during each calendar month. Uptime reports are available through the Status Page: <https://status.gorilla.co>.

Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Licensor has met the Uptime guarantee given above:

- (a) a Force majeure event;
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of the Customer's computer systems or networks;

- (d) any breach by the Customer of this Agreement;
- (e) Maintenance Services carried out in accordance with this Agreement; or
- (f) outages or planned maintenance caused by third party (hosting) providers.

4.3 Support Services

Licensor shall provide the Support Services to the Customer during the Term.

Licensor shall provide the Support Services with reasonable skill and care on a best effort basis.

Support Services will be 2nd line support. 1st line support will be provided by the Customer team involved.

Licensor shall respond promptly to all requests for Support Services made by the Customer through the Service Desk (article 4.4), on Business Days and during Business Hours.

If so requested and agreed upon, Licensor will provide Support Services in accordance with and subject to the provisions of the PREMIUM Support Services Agreement in Attachment 3.

4.4 Service Desk

Parties agree that all contacts in relation to the Product and this Agreement will be communicated through the Service Desk.

Article 5. Customer obligations

5.1 In order to respect the provision of Services under this Agreement, the Customer will:

- (i) make sure that the System Requirements (both software and hardware requirements) are met and tested before the Setup Services are initiated, including but not limited to the systems the Product will integrate with, the authentication systems the Product will use and the network components that allow integration between the Product and the Customer IT-environment, if so required;
- (ii) cooperate with Licensor in relation to the Setup Services by providing Licensor with such data approvals or information as is reasonably requested by Licensor;
- (iii) take responsibility for keeping third party hardware and software versions under the control of the Customer, aligned to the minimum System Requirements;
- (iv) where reasonably practicable for it to do so, cooperate with Licensor in diagnosing Incidents and notifying Incidents to Licensor within a reasonable period and the Customer shall supply Licensor with a documented, reproducible example of such Incident through the Service Desk.

5.2 If any data or other input required from the Customer for the Setup Services, the provision of Custom Implementation, Maintenance and/or Support Services on the Product, is not available to Licensor or not available in good time or if the Customer does not fulfil its obligations in any other way, Licensor will be entitled to suspend the execution of and/or charge extra expenses in accordance with the then current rates of Licensor, without prejudice to the possible means of termination in accordance with article 10.

Article 6. Excluded matters

6.1 Licensor will have no obligation to provide Services for:

- (i) a Product and/or Module that has been modified, repaired altered or merged with unauthorized software by the Customer or third parties;
- (ii) use of the Product and/or Module other than in accordance with the Documentation and/or for a purpose for which it was not designed;
- (iii) Customer's failure to implement Licensor's instructions in respect of solutions to Incidents previously advised by Licensor.

6.2 Any service which is provided by Licensor as a result of any of the foregoing will be considered as additional

services and charged on a “time & materials” basis in accordance with the then current rates of Licensor.

Article 7. Fees

- 7.1 The Fees for the Product, Modules and Services provided under this Agreement are listed in Attachment 1 and fall due on the agreed payment milestones. Fees related to the Custom Implementation (Attachment 2) or PREMIUM Support Services (Attachment 3) are separately charged in accordance with the provisions of the concerning Attachment.
- 7.2 Licensor will not charge any additional fees for Releases supplied by Licensor for the Product during the Term. The cost for the use of such Release(s) is included in the Fees.
- 7.3 Parties expressly agree that Licensor is entitled, on a yearly basis, to proportionally adjust (in plus or in minus) the agreed Fees on the basis of the following formula:

$p = p0 [a(S/S0) + b]$, whereby:

- p = adjusted fee
- $p0$ = basic Fee (as set out on the date of this Agreement)
- S = the Agoria Digital-reference wage costs of the month preceding the adjustment of the Fee
- $S0$ = the Agoria Digital-reference wage costs of the month preceding the date of this Agreement
- a = 80%
- b = 20%

If applicable, Licensor shall inform the Customer of the price adjustment.

Article 8. Payment terms – taxes

- 8.1 The Customer agrees to pay all invoices issued by Licensor at the payment milestones mentioned in the relevant Attachment to this Agreement.

Except if explicitly agreed otherwise in such Attachment and save in the case of a bona fide dispute, Licensor's invoices must be paid by the Customer within 30 (thirty) calendar days, starting on the invoice date to the account number as mentioned on the relevant invoice.

In case of any overdue payment in respect of an undisputed invoice, the relating invoice shall automatically and without prior notice of default, bear interest in accordance with the Belgian Law of 2 August 2002 concerning the Control on Commercial Transaction Payment Delay (“Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties”). Furthermore, the Customer shall automatically and without prior notice of default owe a lump sum of 10% on the outstanding invoice amount (VAT included) with a minimum of 125 EUR, without prejudice to Licensor's right to claim the actual damages suffered from the Customer in such case.

- 8.2 In addition, in case of any overdue payment:
- (i) Licensor can refuse to deliver any Services until the amount owed has been paid in full, including any interest and contractual indemnity due thereon;
 - (ii) Licensor can pursue any other remedies available under applicable law.
- 8.3 Unless explicitly agreed otherwise, all amounts are net of taxes. All taxes which are or may be levied in the future by a government authority on the Customer in respect of the Services provided by Licensor under this Agreement, will be borne by the Customer.

Article 9. Limited warranty

- 9.1 Licensor warrants that:

- (i) the Product conforms in all material respects to, and operates and performs in accordance with Licensor's published Documentation; and
 - (ii) the Product does not infringe the Intellectual Property Rights of any third party.
- 9.2 Licensor provides no other warranty, whether express or implied, in relation to the Product and/or the Modules, except for the mandatory legally provided warranties. In particular, Licensor provides no warranties of any kind in relation to:
- (i) the merchantability and/or fitness of the Product for a particular purpose;
 - (ii) the compatibility of the Product with the software and/or the hardware of third parties other than those specified in this Agreement;
 - (iii) the expectation of the Customer that the Product will satisfy or may be customized to satisfy all or any of Customer's specific requirements, except if explicitly agreed otherwise in writing;
 - (iv) the uninterrupted or error-free use of the Product by the Customer, regardless of whether such warranty would otherwise be imposed by contract, statute, course of dealing, custom and usage, or otherwise.
- 9.3 If Licensor supplies or assists in supplying to the Customer any hardware or non-Licensor software during or after the Agreement, the Customer acknowledges that any warranty is provided solely by the relevant third party vendor, and not by Licensor in whatever way. Hence, the Customer will address any warranty or other claim directly to the relevant third party.

Article 10. Term and Termination

- 10.1 The Agreement will commence on the subscription start date in Attachment 1 and will remain in force and effect for an initial period of 3 (three) years (the "**Term**"). Subsequently the Term will be automatically renewed for periods of 1 (one) year unless the Agreement is terminated by one of the Parties upon written notice to the other Party at the latest 3 (three) months before the end of the then current period.
- 10.2 Despite the above, the Parties will be entitled, without prejudice to their other rights or remedies, to terminate the Agreement at any time and with immediate effect by notice by registered letter to the other Party if ("Termination for cause"):
- (i) said Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the concerning Party has failed to remedy that breach within 15 (fifteen) Business Days after receiving written notice requiring it to do so;
 - (ii) a court order is made for the winding up of said Party;
 - (iii) an effective resolution is passed for the winding up of said Party (other than for the purposes of amalgamation or reconstruction);
 - (iv) said Party has a receiver, manager, administrative receiver or administrator appointed in respect of it; or
 - (v) said Party is unable to pay its debts as they fall due or its assets are worth less than its liabilities on a balance sheet basis.
- 10.3 Upon expiry or termination of the Agreement:
- (i) the Customer's right to receive and use the Product, Modules and/or Services under this Agreement will cease automatically;
 - (ii) each Party will immediately return to the other all property and materials belonging to that Party, including all Confidential Information;
 - (iii) all amounts due from the Customer to Licensor hereunder will be paid immediately; and
 - (iv) Licensor will no longer be the reseller of the Customer's AWS Services, and the Customer must elect to either:
 - transfer ownership of the concerning AWS account(s) from Licensor to the Customer; or
 - close the concerning AWS account(s).

If the Customer chooses option a), the Customer must enter into a direct agreement with AWS prior to or contemporaneous with the termination of the Agreement. Licensor will provide reasonable

assistance as required in transferring the Customer's AWS account credentials so that the Customer may continue to access the data stored in the AWS Services.

If the Customer chooses option b) and wishes to have its Customer Data stored in the AWS Services transferred to the Customer, Licensor will provide the Customer with commercially reasonable assistance at Licensor's then current rates for such activities required in transferring the Customer Data from the AWS Services in a mutually agreed upon fashion.

If the Customer does not make such election at the time of giving notice of termination, Licensor may close the concerning AWS account thirty (30) Business Days after termination, without liability for any lost Customer Data or account credentials.

10.4 Parties agree that Licensor is not required to provide exit services, but Licensor will cooperate with the Customer to ensure a successful transition to a new service provider (internal or external) concerning the Services under this Agreement.

10.5 Any termination of the Agreement will not affect any accrued rights or liabilities of either Party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into force or continue in force on or after termination.

Article 11. Relationship between the Parties

11.1 The relationship between the Parties is that of independent contractors. Nothing in the Agreement will constitute, create or give effect to a joint venture, employer/employee relationship, partnership or other co-operative entity between the Parties.

Article 12. Limitation of liability

12.1 Unless in case of fraud or intentional fault, neither Party will be liable to the other or any other party for any indirect or consequential economic losses or damages, including, but not limited to, loss of profits, loss of revenue, loss of data or loss of goodwill, howsoever arising out of or in connection with the performance of Services under this Agreement.

12.2 To the full extent permitted by applicable law, a Party's total liability to the other Party for direct damages under or in respect of the Agreement will be limited to and not exceed (i) the total amount of the Fees paid by the Customer under this Agreement for the last 6 (six) months or (ii) 50% of the annual Product and Module Fee, whichever is lower.

12.3 Unless in case of damages resulting from an infringement of physical or psychological integrity or damages due to an intentional fault, Licensor, its director(s) or its employee(s) can never be held liable extra-contractually for damages arising from the infringement of a contractual obligation which also constitutes an extra-contractual fault.

Article 13. Intellectual Property Rights

13.1 All Intellectual Property Rights in either Party's materials, information or data provided by that Party to the other Party under this Agreement will be and remain vested in that Party. The other Party will have no rights in respect thereof save for any rights granted to it by that Party under this Agreement.

13.2 All Intellectual Property Rights in the Product and/or the Modules, the GORILLA signs and logos used in the Product will be and remain vested in Licensor at all times. The Customer will have no rights in respect thereof save for any rights granted to it by Licensor under this Agreement.

13.3 All Intellectual Property Rights created in the delivery of Services to the Customer will, as between the Parties, be the exclusive property of Licensor.

13.4 The Customer acknowledges that Licensor may make the result of any such Services available to any of its other customers or any other third party.

Article 14. Indemnity for breach of third party rights

- 14.1 Without prejudice to article 12, Licensor will indemnify the Customer against any direct damages which may be awarded against it by an enforceable court decision, as a result of the Product (or any part of it) being held to infringe an Intellectual Property Right of a third party, but only if:
- (i) the Customer shall notify Licensor promptly by e-mail upon learning that a claim might be asserted;
 - (ii) Licensor has sole control over the defence of the claim and of any negotiations for its settlement or compromise;
 - (iii) the Customer takes no action that is contrary to Licensor's interests.
- 14.2 Without prejudice to Licensor's indemnity obligations under article 14.1, if a claim, as described in this article, may be or has been asserted, the Customer will permit Licensor, at the latter's option and expense, to:
- (i) procure the right to continue using the Product;
 - (ii) replace or modify the Product with an alternative which is materially and substantially equivalent to the Product, in order to eliminate the infringement while providing functionally equivalent performance; or
 - (iii) refund to the Customer a pro rata share of Fees that the Customer has actually paid for the period that the Product is/was not usable in exchange for the Customer returning the Product to Licensor.
- 14.3 Licensor will have no indemnity obligation whatsoever to the Customer under this article if and to the extent that the Intellectual Property Rights infringement claim results from:
- (i) a correction or modification of the Product not provided by or on behalf of Licensor;
 - (ii) the failure to promptly respond to a Release which would resolve the infringement and where the Customer has been advised of such in writing;
 - (iii) the use of the Product by the Customer in a manner not consistent with this Agreement, the Documentation or the reasonable instructions of Licensor; or
 - (iv) the combination of the Product with other software not agreed upon by Licensor.

Article 15. Confidentiality

- 15.1 The Parties acknowledge that they may become privy to Confidential Information which is disclosed by the other Party.
- 15.2 The Receiving Party will keep all Confidential Information confidential. The Receiving Party will not disclose Confidential Information to any other person, and will not use Confidential Information for any purposes other than for the purposes of the Agreement. The Receiving Party will safeguard the Confidential Information to the same extent that it safeguards its own confidential and proprietary information and in any event with not less than a reasonable degree of protection.
- 15.3 The Receiving Party agrees to disclose Confidential Information only on a "need-to-know" basis to employees, affiliates and independent contractors.
- 15.4 The Receiving Party agrees that before any of its subcontractors and/or agents may be given access to Confidential Information, each such subcontractor and/or agent will be bound by a confidentiality undertaking comparable to this Agreement. Notwithstanding the return of any Confidential Information, the Receiving Party and its subcontractors and/or agents will continue to hold in confidence all Confidential Information, which obligation will survive any termination of the Agreement.
- 15.5 In the event the Receiving Party is requested or required to disclose, by court order or regulatory decision, any of the other Party's Confidential Information, the Receiving Party will (to the extent that it is lawfully permitted to do so) provide the other Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party will furnish only that portion of the Confidential Information which the Receiving Party (acting reasonably) considers is legally required.
- 15.6 Within 10 (ten) Business Days upon (i) the termination of the Agreement, or (ii) the Disclosing Party's reasonable earlier request at any time, the Receiving Party will destroy or return to the Disclosing Party (at its option) any and all of Disclosing Party's Confidential Information, and will purge all copies and traces of the same from any storage location and/or media, to the extent that it can reasonably do so.
- 15.7 Confidential Information will not include any information that the Receiving Party can establish:

- (i) prior to receipt from the Disclosing Party, was in the possession of or rightfully known by the Receiving Party without an obligation to maintain its confidentiality;
- (ii) at the time of use or disclosure by the Disclosing Party was generally known to the public without violation of this Agreement and not as a result of any action or inaction of the Receiving Party;
- (iii) is disclosed to the Receiving Party by a third party not in violation of any obligation of confidentiality; or
- (iv) is independently developed by the Receiving Party without the participation of employees or other individuals who have had access to Confidential Information of the Disclosing Party.

Article 16. Data Protection

- 16.1 Each Party shall, at all times, comply with its respective obligations under all Data Protection Legislation in relation to all personal data that is being processed under the Agreement.
- 16.2 Insofar Licensor, in its capacity of processor, would process personal data on behalf of the Customer, the Customer will, in its capacity of controller, remain responsible for setting out the purpose and means of the processing and Licensor will respect all reasonable instructions provided by the Customer in relation thereto.
- 16.2 Parties shall, upon either Party's first request and if so required, enter into a data processing agreement.

Article 17. Subcontracting and assignment

- 17.1 Licensor will be entitled to use the services of subcontractors for the performance of any Services under this Agreement. In such case, Licensor will remain liable towards the Customer for the performance of these Services, except in case of fraud or intentional fault on the part of the subcontractor, and shall, upon written request from Customer, provide details of any and all subcontractors used by it in the performance of the Services.
- 17.2 Neither Party will be entitled to assign any right or obligation under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld or delayed.

Article 18. Force majeure

- 18.1 If the performance of the Agreement by either Party or of any obligation thereunder (with the exception of payment obligations), is prevented, restricted or interfered with by reason of war, revolution, civil commotion, riot, fire, flood, disaster, acts of public enemies, blockade or embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, which is beyond the reasonable control of the Party affected, such Party will, having taken all reasonable steps to mitigate the effect of any such events and upon giving prior written notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected will use its best efforts to avoid or remove such causes of non-performances and will continue performance thereunder with the utmost dispatch whenever such causes are removed; provided, however, that the non-excused Party may terminate the Agreement if such non-performance continues uncured for 30 (thirty) Business Days.

Article 19. General terms

19.1 Compliance with laws and regulations

Both Parties will, for their own accounts, comply with the laws and regulations of the public authorities relating to this Agreement and pay all fees or other expenses in this respect.

19.2 Waiver

The failure of either Party at any time to insist upon strict performance of any of the provisions under this Agreement will not be deemed a waiver of its right at any time thereafter to insist upon strict performance.

19.3 Notices

All notices, demands or consents required or permitted under this Agreement will be in writing. Notice will

be sent to the Parties at the addresses set forth above or at such other address as will be given by either Party to the other in writing.

19.4 Headings

Section headings used herein are for reference only and will not be used to construe the provisions of this Agreement. The plural will be deemed to include the singular and the singular will be deemed to include the plural.

19.5 Variation

Any variation to this Agreement must be agreed in writing and signed by the Parties, and which, in the case of the Customer, shall require signature by two duly authorised representatives of the Customer.

19.6 Counterparts

This Agreement may be executed in counterparts with the same effect as if the signatures to each such counterpart were on the same document provided that this Agreement shall not be effective until a counterpart has been executed and delivered by each Party. Delivery of an executed counterpart of a signature page to this Agreement in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement. The date of delivery may be inserted on the first page of this Agreement in the blank provided for the effective date.

19.7 English language

All communications by Licensor under this Agreement, will be in English.

19.8 Applicable law and jurisdiction

The Agreement will be governed by and construed under the laws of Belgium. Each Party submits to the exclusive jurisdiction of the competent courts of Antwerp, division Antwerp for the purposes of any dispute arising hereunder.

Article 20. Definitions and interpretation

For the purposes of this Agreement, the following terms will have the meanings specified or referred to in this article:

“**Affiliate**” will mean the legal persons over which a Party has *de facto* or *de juris* control.

“**Agreement**” will mean the terms and conditions of this Gorilla product agreement between the Parties incorporating the Attachments.

“**Attachment**” will mean any attachment to the Agreement, forming an integral part thereof, and incorporating the terms and conditions of this Agreement.

“**AWS**” will mean Amazon Web Services EMEA SARL.

“**AWS Services**” will mean the web services made available by AWS and used by the Product, including but not limited to S3, SQS, VPC, ECS, Lambda, CodePipeline, CodeBuild, Athena, SNS, CloudWatch, EC2 Container Registry, EC2, KMS, GuardDuty.

“**Bugs**” will mean any mistake, problem or malfunction which causes an incorrect or inadequate functioning of the Product without such Incident being caused by third party interference or dependencies.

“**Business Day**” will mean Monday through Friday, excluding English public holidays.

“**Business Hours**” will mean 9:00 a.m. – 6:00 p.m. on a Business Day, CET.

“**Confidential Information**” will mean any and all information that is disclosed (orally, in writing, by electronic delivery, or otherwise) by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) prior to or during the term of the Agreement (or to which the Receiving Party otherwise gains access as a result of the Agreement) relating

to the business of the Disclosing Party, including without limitation business plans and models, financial information, market research, Customer and supplier information, proprietary software and methods and information concerning proprietary inventions and technologies. The Product, Documentation and this Agreement and its Attachments, including the amount of Fees to be paid hereunder, are agreed to be Confidential Information of Licensor.

“Customer” will mean the Party receiving the Product and Services as defined in the preamble of this Agreement.

“Customer Data” will mean all data which is received, stored or transmitted on or through the Product, including personal data.

“Custom Implementation Services” will mean - without being exhaustive - general assistance, development of customizations in the form of formulas or connectors, and integration development or guidance in relation to the Product and/or a Module for which the Customer has acquired a subscription under the Agreement.

“Data Protection Legislation” means will mean the EU regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the implementation thereof in the relevant national legislation.

“Documentation” will mean the technical and functional specifications as published by Licensor at <https://docs.gorilla.co>.

“Escrow Agreement” will mean the agreement between Licensor and NCC Group Escrow Limited (agreement 70455) dated 4 July 2019.

“Fees” will mean all fees, related to the Product and the Services provided by Licensor as agreed upon in the Attachments to the Agreement.

“Hosting Services” will mean the managed infrastructure services provided in accordance with article 2.3.

“Incident” will mean that the operation of the Product deviates from the (expected) standard as provided for in the Agreement and any related Documentation.

“Intellectual Property Rights” will mean all patent rights, trademarks, designs and models, copyrights, software rights, rights in databases, proprietary rights in know-how, including trade secrets and other confidential information and any other form of legally protectable intellectual or industrial property rights under any jurisdiction whatsoever.

“Maintenance Services” will mean the Services related to the maintenance of the Product under this Agreement, including but not limited to server & database updates; uptime, error, disk space and performance monitoring and corrective actions; single-tenant infrastructure re-provisioning.

“Maintenance Window” means every second Tuesday of the month between **6pm** and **10pm CE(S)T** time or such other out of Business Hour times as agreed between the parties.

“Payment Milestone” will mean a specific moment or event as defined in the Attachments to the Agreement, triggering payment date of certain Fees.

“Product” will mean (i) the GORILLA core product, consisting of (a) the managed infrastructure, and (b) the software which will be made available by Licensor to the Customer as a service via the internet in accordance with this Agreement, and (ii) the GORILLA product modules (the **“Module(s)”**), as agreed upon in Attachment 1 or any additional Work Order.

“Release” will mean a particular upgrade or update that is made available by Licensor, at its discretion.

“Services” will mean, amongst others, the configuration, setup, development, maintenance, monitoring, hosting and support services supplied by Licensor to the Customer with regard to the Product.

“Service Desk” will mean the internal support organization of Licensor that serves as a single point of contact for all requests, which is available at <https://gorilla.atlassian.net/servicedesk/>.

“Setup Services” will mean the Services related to the creation of the Customer within the Product, setup of the AWS hosting services, the configuration of the single sign-on authentication with the Customer's Identity Provider

and setup of the required user roles and user role mapping.

“**Status Page**” will mean the web page accessible at <https://status.gorilla.co>.

“**Support Services**” will mean any services related to the support of the Product under this Agreement.

“**System Requirements**” will mean, the minimum hardware and software requirements, including devices, operating system versions and general equipment requirements to run the Product, as listed in Attachment 1 and the Documentation, or notified otherwise by Licensor to the Customer.

“**Term**” will mean the term of this Agreement in accordance with article 10.

“**Ticket**” will mean an Incident logged in the Service Desk.

“**Uptime**” will mean the percentage of time during a given period when the Product is available at the gateway between public internet and the network of the hosting services provider for the Product.

“**Work Order**” will mean any work order, agreed upon between the Parties, and added to the scope of the Agreement.

Interpretation

The titles and headings included in this Agreement are for convenience only and do not express in any way the intended understanding of the Parties. They will not be taken into account in the interpretation of this Agreement.

The Attachments to this Agreement form an integral part thereof and any reference to the Agreement includes the Attachments and vice versa.

- SIGNATURE PAGE FOLLOWS -

Signature page

Signed on the dates below in two originals. Each Party acknowledges receipt of its own original.

Licensor:			
Name:	Aorun Comm.V., represented by Ruben Van den Bossche		
Title:	CEO		
Date:			
CUSTOMER:			
Name:			
Title:			
Date:			

List of Attachments:

1. *Commercial terms*
2. *Custom implementation services agreement*
 - *Annex 1 – Work Order 1*
 - *Annex 2 – Work Order ...*
3. *PREMIUM Support Services Agreement*
4. *Security*
5. *Escrow Agreement*

Attachment 1: Commercial terms**1. Subscription**

Product: Gorilla platform
 Modules: [...]

 [...]

The right of use is granted to the Customer and [...]

2. Term

Timetable Setup Services: [...]

 Subscription start date: [...]

3. Fees and usage limitations

Component	Fees (annual)	Usage limitations
Gorilla Platform	The “Product Fee” will be [...]	Number of users: X Data stored: X TB
“[...]” Module	The “Product Module Fee” will be [...]	Number of quote calculations per month: [...] Maximum amount of meters per calculation: [...]

The Customer agrees to apply a “fair usage” principle, whereby it will use the Product and Modules in accordance with standard business practices.

Yearly at the subscription start date, a price increase (going forward) can be proposed if the usage limitations have been exceeded on a 12-month rolling average basis.

At any point during the Agreement, a price increase (going forward) can be charged if the usage limitations have been exceeded with more than 10% on a 3-month rolling average basis.

At any point during the Agreement a price increase (going forward) and retroactive pro-rated reconciliation fee can be charged if the usage limitations have been exceeded with more than 30% on a monthly basis, 20% on a 3-month rolling average basis or 10% on a 6-month rolling average basis.

If additional Modules are required part way through a contract year then the additional Product Module Fee will be charged on a pro rate basis for the remainder of the then current contract term and then renew and be invoiced at the anniversary of the subscription start date.

For example, if the subscription start date is the 1st April and the Customer requires a new Product Module from the 1st October then the annual Product Module Fee would be invoiced based on 6 months usage.

4. Payment milestones

The Product Fee and Module Fee will be payable in advance and will be invoiced from the subscription start date and each anniversary thereof.

5. System Requirements

Licensor reserves the right to limit its Support Services to the most recent versions of web browsers only, typically supporting the versions released in the last 12 months.

6. Other Requirements

The Customer agrees to:

- allow Licensor to use Customer's name to identify Customer as a Licensor customer of the Service, including on Licensor's public website and marketing material.
- to the extent appropriate, explore the option of working collaboratively with Licensor on a joint case study after go-live.

Furthermore, the Customer will:

- grant its co-operation to the Setup Services by providing all useful and requested data, workshop participation, timely approvals or information to Licensor as reasonably requested by Licensor upon reasonable written notice to the Customer;
- timely provide information on the preferred Single Sign-On method that is compatible with AWS Cognito.

Attachment 2: Custom Implementation Services Agreement

Licensor may, upon request by the Customer, provide Custom Implementation Services to support the Customer and their collective project team.

Custom Implementation Services may include - without being exhaustive - general assistance, development of customizations in the form of formulas or connectors, and integration development or guidance in relation to the Product and/or a Module for which the Customer has acquired a subscription under this Agreement.

1. Scope

Prior to the execution of any Custom Implementation Services, Licensor will provide the Customer with a Work Order for approval by the Customer containing:

- an estimation of the amount of man-days needed;
- a description of the scope of the work;
- an estimation of the time by which the work can be performed.

2. Fees

Custom Implementation Services Fees are calculated on a “time and materials” basis at a daily rate based on the table below or on a “fixed price/fixed scope” basis.

Role	Off-site	On-site
Solution architect	1200 EUR	1300 EUR
Subject matter expert	1200 EUR	1300 EUR
Data engineer	1100 EUR	1200 EUR
Project manager	1100 EUR	1200 EUR

The estimated respective fees for the [...] Work Orders, as set out in the Work Orders annexed to this Attachment 2 to this Agreement, are:

- Work Order 1 – [...]

Actual, reasonable travel and out-of-pocket travel-related expenses, if any, are not included in the Fees and will, provided they have been approved by the Customer in writing in advance, be invoiced separately, in accordance with the Agreement.

3. Acceptance procedure for Custom Implementation Services

If so desired and agreed upon by the Parties in the relevant Work Order by means of the description of Acceptance Criteria, the Customer shall carry out Acceptance Tests during the Acceptance Period.

The scope of the acceptance procedure is strictly limited to the Custom Implementation Services and will not apply to the Product or any Module.

Licensor shall provide to the Customer at the Customer's cost and expense all such assistance and co-operation in relation to the carrying out of the Acceptance Tests as agreed upon in the relevant Work Order.

Before the end of the Acceptance Period, the Customer shall give to Licensor a written notice specifying whether the Acceptance Tests have been passed or failed.

If the Customer fails to give to Licensor a written notice, then the Custom Implementation Services shall be deemed to have passed the Acceptance Tests.

If the Customer notifies Licensor that the Acceptance Tests have been failed, then the Customer must provide to Licensor, at the same time as the giving of the notice, written details of the results of the Acceptance Tests including full details of the identified failure.

If the Customer notifies Licensor that the Custom Implementation Services have failed the Acceptance Tests:

(i) if Licensor agrees with the Customer that the Custom Implementation Services do not comply with the Acceptance Criteria, then Licensor must correct the issue and re-supply the Custom Implementation Services to the Customer before the end of the Remedy Period for additional Acceptance Tests; or

(ii) otherwise, then the Parties must meet as soon as practicable and in any case before the expiry of the Remedy Period and use their best endeavors to agree whether the Custom Implementation Services do or do not comply with the Acceptance Criteria, and if appropriate conceive a plan of action reasonably satisfactory to both Parties.

If the Customer notifies Licensor that the Custom Implementation Services have passed the Acceptance Tests or the Custom Implementation Services are deemed to have passed the Acceptance Tests under this article 3, the Customer will have no right to make any claim under or otherwise rely upon any warranty given by Licensor to the Customer in this Agreement in relation to the conformance of the Custom Implementation Services.

4. Payments

The Custom Implementation Services Fees are invoiced by Licensor at the end of every month based on the timesheets and expenses submitted by Licensor or in accordance with the payment milestones as agreed upon in the relevant Work Order and shall be due and payable by the Customer in accordance with the terms of this Agreement.

ANNEX I - WORK ORDER 1 - [...]

This Work Order constitutes a request for Custom Implementation Services made under the Product Agreement between [...] and Licensor NV dated

Licensor NV Custom Implementation Services	
Scope Description	[...]
Timetable (estimate)	<p>The work is estimated to take [...].</p> <ul style="list-style-type: none"> Start date: [...] (“Start Date”) End date: [...] (“End Date”)
Fees	The fees for delivery of the scope as described above are charged on a time and materials basis/on a “fixed price/fixed scope” basis.
Additional Terms Applicable to this Work Order.	[...]
Payment milestones	[...]

ANNEX II - WORK ORDER 2 - [...]

Attachment 3: PREMIUM Support Services Agreement**Article 1. Scope**

- 1.1 This Attachment 3 is subject to the provisions of article 4.2 of the Gorilla Product Agreement (the “Agreement”).
- 1.2 Licensor shall provide the PREMIUM Support Services in accordance with reasonable skill, care and diligence in accordance with all applicable laws and good industry practice.
- 1.3 Any Incidents which are not handled in accordance with article 4 below shall be escalated to the next level of management within Licensor’s business and Licensor shall report progress and further action planned with a revised timescale for resolution.
- 1.4 The PREMIUM Support Services consist of 2nd line support. 1st line support will be provided by the Customer team involved.

Article 2. Term and termination

- 2.1 Licensor shall provide the PREMIUM Support Services to the Customer during the Term of the Agreement.
- 2.2 Subject to article 10 of the Agreement, the termination of the Agreement will involve the termination of the PREMIUM Support Services Agreement.

Article 3. Service Desk

- 3.1 Parties agree that all contacts in relation to the Product/Modules and PREMIUM Support Services will be communicated through the Service Desk.
- 3.2 Licensor shall respond promptly and in any event in accordance with the Response Times for the various service levels set out in article 4.3 below, to all requests for Support Services made by the Customer through the Service Desk on Business Days and during Business Hours.
- 3.3 The Service Desk receives a Ticket and makes sure the correct service delivery teams are engaged to provide PREMIUM Support Services conforming to the service levels mentioned in Article 4 below.
- 3.4 The PREMIUM Support Services shall be provided remotely, save to the extent that the Parties agree otherwise in writing.

Article 4. Response and Resolution

- 4.1 Incidents raised through the Service Desk shall be categorized as follows:

Priority	Description
1 – Critical	<p>A reproducible Incident that impacts, or if left unattended will impact, the Customer’s business because one or more of the following conditions has been met:</p> <ul style="list-style-type: none"> • All or more than [...] Customer personnel cannot access material Product functions; • A critical business function cannot be performed or a Product function cannot be performed that is placing the Customer’s business under critical risk; • A severe security Incident in the Product.
2 – Urgent	<p>A reproducible Incident that impacts, or if left unattended will impact, the Customer’s business because one or more of the following conditions has been met:</p> <ul style="list-style-type: none"> • Some, or more than [...] Customer personnel cannot access material Product functions; or • An urgent business function cannot be performed or a Product function cannot be performed that is placing the Customer’s business under urgent risk.

3 - Significant	<p>A reproducible Incident that impacts, or if left unattended will impact, the Customer's business because one or more of the following conditions has been met:</p> <ul style="list-style-type: none"> • [...] or more Customer personnel cannot access material Product functions; • All or more than [...] Customer personnel cannot access non-material Product functions; or • A significant business function cannot be performed or a function cannot be performed that is placing the business under significant risk.
4 – Nominal	<p>A reproducible Incident that impacts, or if left unattended will impact, the Customer's business. An Incident is classified as priority 4 if it does not satisfy the priority 1, 2 or 3 criteria, but meets any of the following conditions:</p> <ul style="list-style-type: none"> • [...] or more Customer personnel cannot access non-material Product functions; or • A non-material business function cannot be performed or a Product function cannot be performed that is placing the Customer's business under nominal risk.
5 – Other	<p>An Incident is classified as priority 5 if it does not satisfy the priority 1, 2, 3 or 4 criteria. Examples are cosmetic issues, issues for which a workaround is available or an Incident on a non-production environment.</p>

4.2 The Parties shall determine together, acting reasonably, into which severity category an Incident falls.

4.3 Licensor shall respond to requests for PREMIUM Support Services in accordance with the following service levels:

Incident Categorisation	Response Time	Resolution Time
Priority 1	2 hours	4 hours
Priority 2	2 working hours	8 working hours
Priority 3	4 working hours	2 Business Days
Priority 4	1 Business Day	10 Business Days
Priority 5	Best effort	Best effort

4.4 Qualification of Incidents

If the Incident is caused by a Bug, Licensor will be bound by the aforementioned Response and Resolution times.

4.5 Ticket status and progress flow:

Open	Ticket open, Licensor is taking required actions.	Clock running
Waiting for customer	Ticket open, waiting for Customer input.	Clock paused
Resolved	Ticket resolved after acceptance or deployment of Resolution provided by Licensor.	Clock stopped

Article 5. Limitations on PREMIUM Support Services

5.1 Licensor shall have no obligation to provide PREMIUM Support Services in respect of any Incident which cannot be qualified as Bug, or Incidents caused by:

- (i) the improper use of the Product and/or a Module by the Customer;
- (ii) any alteration to the Product and/or a Module made without the prior consent of Licensor; or
- (iii) Third party dependencies, not under Licensor control.

Article 6. Fees and payment

- 6.1 PREMIUM Support Services are covered by a monthly service fee of 10% of the annual Product and Module Fee as set out in Attachment 1 of this Agreement.
- 6.2 In the event of a failure by Licensor to meet any of the Priority 1 / 2 Resolution Time service levels in this Agreement, Licensor shall provide service credits as below:
- a. First month of missed Resolution Time service level: 20% of the PREMIUM Support Services monthly fee;
 - b. Second month in any rolling six-month period: 40% of equivalent monthly fee; and
 - c. Third month in any rolling six-month period: 60% of equivalent monthly fee.

Article 7. Definitions

For the purposes of this Attachment, the following terms will have the meanings specified or referred to in this article:

“1st line support” will mean a role in Incident management, where generally the staff involved has less technical skills or has less experience with the Product than those of 2nd line support. In reference to this Agreement, the Customer team will perform Incident diagnosis and triage of the Tickets before sending them to the Service Desk.

“2nd line support” will mean a role in Incident management, where generally the staff has greater technical skills or has more experience with the product than those of 1st line support.

“Resolution” will mean the delivery of a deliverable that resolves a Bug in a testing environment.

“Resolution Time” will mean the time between an Incident being reported correctly by the Customer and a workaround or Resolution being provided by Licensor. The Resolution Time starts to be measured from the moment Licensor has acknowledged the Ticket. The Resolution Time is paused on specific states of the flow.

“Response Time” will mean the time between an Incident being reported correctly by the Customer and a written response is provided by Licensor acknowledging the Incident.

Attachment 4: Security schedule**1. Organizational Security Controls**

Organizational security controls shall include the following principles at a minimum.

- 1.1 Licensor and Licensor personnel shall access confidential or sensitive data, and access and use any networks, systems and/or computers managed by Customer, only on a need-to-know basis and only to the extent necessary to perform the Services under the Agreement and/or any agreement in place between the Parties.
- 1.2 Prior to providing access to any confidential or sensitive data to any Licensor personnel, Licensor shall take reasonable steps to ensure continuing compliance of the level of security specified under this Attachment by such Licensor Personnel. Licensor Personnel with access to confidential or sensitive data are subject to confidentiality obligations, and these are formally integrated into employment contracts.
- 1.3 Licensor shall maintain information security policies and procedures compliant with the ISO27001 standard.
- 1.4 Ownership for Security and Data Protection: Licensor has appointed one or more individuals responsible for coordinating and monitoring the security rules and procedures as well as data protection compliance.
- 1.5 Risk Management: Licensor executes periodical risk assessments based on a formal risk management methodology.
- 1.6 Licensor shall take reasonable measures to terminate physical and logical access to confidential or sensitive data by Licensor Personnel no later than the date of separation or transfer to a role no longer requiring access to Controller Personal Data.
- 1.7 Licensor maintains a selection process by which it evaluates the security, privacy and confidentiality practices of a Sub-processor in regard to data handling.

2. Technical Security Controls

Technical security controls on Licensor information systems (any Licensor systems and/or computers used to Process Controller Personal Data pursuant to the Data Processing Addendum) shall include the following principles at a minimum:

- 2.1 Licensor shall use appropriately strong passwords consistent with technology industry practices, including minimum password length, lockout, expiration period and changing of default passwords.
- 2.2 Licensor shall implement and maintain controls to detect and prevent unauthorized access, intrusions and computer viruses.
- 2.3 Licensor shall maintain documented change management procedures that provide a consistent approach for controlling, implementing and documenting changes (including emergency changes) for Licensor information systems.
- 2.4 Unless otherwise expressly agreed in the Attachment, development and testing environments shall be physically and/or logically separated from production environments.
- 2.5 Licensor shall maintain reasonable back-up and disaster recovery processes and procedures.
- 2.6 Workstations shall not be left authenticated when unattended and shall be password or PIN protected when not in use.
- 2.7 Confidential data on portable devices are encrypted at rest.
- 2.8 Licensor has procedures for securely disposing of media and printed materials that contain confidential data.
- 2.9 Licensor standardly encrypts, or provides the mechanisms to the Customer to encrypt, Personal Data that is transmitted over public networks.
- 2.10 Event Logging: Licensor logs access and use of its information systems containing confidential data, registering the access ID, time and relevant activity.

Attachment 5: Escrow Agreement