

# **SUBSCRIPTION TERMS DOCBYTE SaaS for AWS Marketplace**

## **1. GENERAL**

**1.1.** These Terms of Subscription (hereinafter, the “**Terms**”) will apply to and form an integral part of: (a) all offers to **Customer** (i.e. person or company addressed in an offer) issued by DOCBYTE NV, registered with the Crossroads Bank of Enterprises under number 0880.119.503 and having its registered office at Kortrijksesteenweg 1144B, 9051 Gent (Belgium), or by any of its affiliates (hereinafter, “**DOCBYTE**”); (b) all orders placed by Customer with DOCBYTE, whether placed through an online store, web panel, pre-prepared payment order link or otherwise; and (c) all order confirmations issued by DOCBYTE. The Terms will apply to all offers, orders and confirmations in as much as they are relating to the access and use of certain services of DOCBYTE software (hereinafter, “**DOCBYTE SaaS**”) to Customer (hereinafter, the “**Subscription**”).

**1.2.** The present Terms will replace any other terms and conditions stated orally by Customer or set forth in any document issued by Customer either before or after issuance of any document by DOCBYTE setting forth or referring to these Terms. Such any other terms and conditions are hereby explicitly rejected and they will be wholly inapplicable to any performance by DOCBYTE, who will not be bound by them, unless and to the extent expressly agreed to in writing by DOCBYTE.

**1.3.** An order is only accepted by DOCBYTE, and it will only be binding, upon written confirmation by DOCBYTE. Likewise, acceptance of any offer by Customer is expressly conditional on Customer’s acceptance of these Terms. Acceptance by Customer of an offer may be evidenced by Customer’s, or its representative’s, (a) written or acceptance of the Subscription, (b) payment of the fee which is due to DOCBYTE for the Subscription (hereinafter, the “**Subscription Fee**”), (c) or click on the ‘agree’ field when activating the DOCBYTE SaaS.

**1.4.** DOCBYTE’s offers are open for acceptance within the period stated by DOCBYTE in said offer or, when no period is stated, within thirty (30) calendar days from the date of the offer. However, any offer may be withdrawn or revoked by DOCBYTE at any time prior to the receipt by DOCBYTE of Customer’s acceptance related thereto.

**1.5.** ANY OFFER IS AN ENGAGEMENT OF DOCBYTE TO PERFORM SERVICES AND PROVIDE A SUBSCRIPTION TO THE DOCBYTE SaaS. IT IS NOT AN ENGAGEMENT TO ACHIEVE ANY PARTICULAR RESULT.

**1.6.** Likewise, any delivery date is a mere estimation, and is not binding on DOCBYTE. Nonetheless, DOCBYTE will use its best efforts to meet any such delivery date, on the condition that Customer meets all its obligations under the present Terms and corresponding offer and confirmation, and that Customer provides all necessary orders, information, technical and functional specifications or requirements sufficiently prior to the requested delivery date.

**1.7.** These terms are also applicable in case DOCBYTE provides a temporary trial Subscription on DOCBYTE SaaS to Customer. A trial Subscription is provided “as is” without obligation or warranty on the side of DOCBYTE. The purpose of a trial Subscription is to allow the Customer to evaluate whether the DOCBYTE SaaS could be useful. The demo Subscription is not intended for operational use by the Customer. DOCBYTE may decide to terminate a trial Subscription with immediate effect and without ground or notification.

## **2. PRICES, INVOICING, PAYMENT AND SUSPENSION**

**2.1.** THE SUBSCRIPTION IS ACTIVATED UPON RECEIPT OF PAYMENT (REGARDLESS OF THE PAYMENT METHOD USED) OF THE SUBSCRIPTION FEE. THE SUBSCRIPTION FEE DOES INCLUDE SUPPORT AS SET OUT IN THESE TERMS.

**2.2.** The Subscription Fee does not include any costs related to training or requests related to provide any custom modification, consulting, system integration or other services outside the scope of the DOCBYTE SaaS.

**2.3.** All prices in any offer are exclusive of all applicable taxes, levies or duties, and Customer will be solely responsible for the payment of all such amounts. DOCBYTE will add taxes to the Subscription Fee, where it is required to do so by law, at the moment of invoicing for the Subscription, and Customer will pay them together with the price. All prices are payable in Euro (EUR) unless agreed differently.

**2.4.** DOCBYTE will invoice Customer for the Subscription, as specified in the offer. Any Subscription Fee needs to be paid in advance before the start of each contract period (month or year).

**2.5.** All invoices are due and payable at a due date as mentioned on the invoice, or in absence thereof within fifteen (15) calendar days of the invoice date. A purchase order or purchase order number from Customer is not required for sending valid invoices.

**2.6.** If Customer does not pay the price due within the stipulated term, Customer will be automatically, without DOCBYTE's notification being required, in default. In addition, all amounts not paid by Customer on the due date mentioned in the invoice will bear an interest of nine percent (9%) per year. Furthermore, Customer agrees to pay any costs, fees and expenses incurred by DOCBYTE in connection with the collection of the debt together with the applicable interest, with a minimum of one hundred fifty (150) EUR.

**2.7.** IF CUSTOMER HAS NOT TIMELY PAID THE SUBSCRIPTION FEE BY THE DUE DATE, DOCBYTE MAY AUTOMATICALLY SUSPEND THE SUBSCRIPTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT DOCBYTE IS NOT OBLIGED TO CONTINUE RENDERING ANY SERVICES OR PROVIDING ACCESS TO THE DOCBYTE SaaS AS LONG AS THE RELATED INVOICE IS NOT PAID.

**2.8.** DOCBYTE may change the Subscription Fee subject to at least ninety (90) calendar days advance notice to the Customer.

### **3. SUBSCRIPTION**

**3.1.** Subject to Customer's fulfilment of all obligations under the Terms and corresponding offer and/or confirmation (in particular, but without an exhaustive character, full payment of the Subscription Fee), Customer will have a non-exclusive, personal, non-transferable, non-sublicensable Subscription to access and use the DOCBYTE SaaS for the purpose as agreed between DOCBYTE and Customer.

**3.2.** Customer agrees not to use the Subscription for any purpose that may be detrimental to DOCBYTE's business activities or commercial interests.

**3.3.** DOCBYTE may use a Subscription key or similar control mechanism to ensure compliance with the use and limitations of the Subscription.

**3.4.** The Customer shall ensure that its network and systems comply with any relevant specifications provided by DOCBYTE.

### **4. INTELLECTUAL PROPERTY**

**4.1.** Any and all intellectual property rights (i.e. any and all (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, continuations, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world) in the DOCBYTE SaaS are the sole property of DOCBYTE.

**4.2.** Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the DOCBYTE SaaS.

**4.3.** Customer agrees to utilize the DOCBYTE SaaS for Customer's business purposes only and Customer agrees not to disseminate the DOCBYTE SaaS, in any form, to any person or entity.

**4.4.** Customer will not, and will not encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works of the DOCBYTE SaaS; (ii) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the DOCBYTE SaaS; (iii) distribute, license, sublicense, lease, rent, loan or otherwise transfer the DOCBYTE SaaS or Subscription key to any third party; (iv) remove, alter, obscure in any way the proprietary rights notices of DOCBYTE; (v) use the DOCBYTE SaaS for the purpose of creating a product or service competitive with the DOCBYTE SaaS; (vi) use the DOCBYTE SaaS in connection with any unsupported software or hardware.

**4.5.** CUSTOMER MAY NOT REMOVE OR CIRCUMVENT ANY TECHNICAL PROVISIONS THAT WERE INSTALLED TO PROTECT THE DOCBYTE SaaS (OR

HAVE THESE REMOVED OR CIRCUMVENTED BY OTHERS).

- 4.6. Customer will refrain from any action that can in any way be damaging DOCBYTE or reputation associated with the trademark DOCBYTE. Customer will refrain from registering the trademark DOCBYTE or any similar trademark for similar activities anywhere in the world.

## 5. CONFIDENTIALITY

- 5.1. Customer acknowledges that the DOCBYTE SaaS incorporates proprietary information developed or acquired by or licensed to DOCBYTE. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the DOCBYTE SaaS, including (i) those measures taken by Customer to protect Customer's own confidential information and (ii) those which DOCBYTE may reasonably request from time to time.
- 5.2. Customer will not allow the removal or defacement of any confidentiality or proprietary notice placed on the DOCBYTE SaaS. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.
- 5.3. Customer will not disclose, in whole or in part, any item of the DOCBYTE SaaS to any individual, entity, or other person, except to those persons who (i) require access for Customer's authorized use of the DOCBYTE SaaS and (ii) agree to comply with the use and non-disclosure restrictions applicable to the DOCBYTE SaaS under these Terms. Customer acknowledges that any unauthorized use or disclosure of the DOCBYTE SaaS may cause irreparable damage to DOCBYTE. If an unauthorized use or disclosure occurs, Customer will immediately notify DOCBYTE and take all reasonable steps which may be available to recover the DOCBYTE SaaS and to prevent subsequent unauthorized use or dissemination.
- 5.4. Customer entitles DOCBYTE to use the name of Customer as reference for marketing purposes.

## 6. DATA PROTECTION

- 6.1. Before the DOCBYTE SaaS can be taken into use, Customer will read and accept the contents of the **Privacy Statement**.
- 6.2. If, and only to the extent, the DOCBYTE SaaS processes any personal data of third parties on Customer's behalf when rendering any services,

DOCBYTE and Customer record their intention that, relating to the processing of the personal data of these third parties, Customer will be the data controller and DOCBYTE will be a mere data processor and in any such case:

- 6.2.1. Customer acknowledges and agrees that the personal data may be transferred to any data-servers hosted in any country of the European Union.
- 6.2.2. Customer will ensure that it is entitled to transfer the relevant personal data into the DOCBYTE SaaS, so that the DOCBYTE SaaS may lawfully use and process the personal data for the purposes of rendering services.
- 6.2.3. Customer will ensure either (i) that the third parties whose personal data are processed have authorized such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards or (ii) if necessary, personal data are delivered 'de-identified', meaning that the personal identifiers have been extracted from all personal data.
- 6.2.4. Customer acknowledges and agrees that the DOCBYTE SaaS may be accessible to DOCBYTE's representatives for the purposes of rendering services, maintenance or support
- 6.3. Customer will take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

## 7. AUDIT

- 7.1. Customer agrees to notify DOCBYTE in writing in case there is a need to change the number of users or volume in case the subscription key would not suffice. Customer understands that any changes to the number of users or volume may result in an amendment of the Subscription Fees.
- 7.2. Customer will establish and maintain a state-of-the-art system that enables DOCBYTE or its authorized representative to audit and examine the use made by Customer.

## 8. WARRANTIES AND DISCLAIMERS

- 8.1. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS".

- 8.2. DOCBYTE makes no and hereby disclaims all other warranties, covenants or representations, or conditions, whether written, oral, express or implied including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, merchantability, suitability, availability, title, non-infringement, or fitness for a particular use or purpose, with respect to the use, misuse, or inability to use the DOCBYTE SaaS, as the case may be, provided to Customer by DOCBYTE.
- 8.3. DOCBYTE does not warrant that the DOCBYTE SaaS is error-free. Customer specifically acknowledges and agrees that DOCBYTE cannot be held liable for any errors when using the DOCBYTE SaaS or as an outcome of using the DOCBYTE SaaS.
- 8.4. Customer acknowledges and agrees that there are risks inherent to transmitting information over the DOCBYTE SaaS and DOCBYTE is not responsible and cannot be held liable for any losses of Customer's data.
- 8.5. Customer acknowledges and agrees that he is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to DOCBYTE SaaS. Customer is solely responsible for all problems, conditions, delays, delivery failures and all other loss or damages arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 8.6. Customer acknowledges and agrees that he is solely responsible for the security related to any access to and use of the DOCBYTE SaaS.
- 8.7. Customer represents and warrants to DOCBYTE that it has the authority to contract (i.e. accepting offers and placing orders) and to accept these Terms, and that any information, confidential or not, as well as personal data, provided to DOCBYTE by Customer is accurate and truthful.
- 8.8. Customer will not: (a) infringe any intellectual property rights of third parties when using the DOCBYTE SaaS; (b) use any sources containing viruses, worms or other malicious computer programming codes intended to damage or actually damage the DOCBYTE SaaS or, DOCBYTE's system or data; or (c) otherwise violate the rights of a third party.

## 9. INDEMNIFICATION

- 9.1. DOCBYTE will defend Customer as specified herein against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of any registered intellectual property rights of such third party by the DOCBYTE SaaS and excluding any claims resulting from: (a) the unauthorized use of the DOCBYTE SaaS by Customer or by third parties with the consent of Customer; (b) the modification of the DOCBYTE SaaS by Customer or by third parties with the consent of Customer; (c) the use of the DOCBYTE SaaS in violation of any of the present Terms by Customer or by third parties with the consent of Customer.
- 9.2. Such indemnity obligation will be conditional upon the following: (a) DOCBYTE is given prompt written notice by Customer of any such claim; (b) DOCBYTE is granted sole control of the defence and settlement of such a claim; (c) upon DOCBYTE's request, Customer fully cooperates with DOCBYTE in the defence and settlement of such a claim; and (d) Customer makes no admission as to DOCBYTE's liability in respect of such a claim, nor does Customer agree to any settlement in respect of such a claim without DOCBYTE's prior written consent.
- 9.3. Provided these conditions are met, if such a violation is asserted DOCBYTE's sole responsibility will be at its own expense and option either (i) to procure the right/license to continue using the DOCBYTE SaaS ; and/or (ii) to modify the DOCBYTE SaaS to non-infringing; and/or (iii) to take legal action against such third party if DOCBYTE is convinced that any asserted intellectual property rights are not valid or the DOCBYTE SaaS does not infringe such intellectual property rights.
- 9.4. The foregoing states the entire liability and obligation of DOCBYTE and the sole remedy of Customer with respect to any infringement of any intellectual property rights.

## 10. LIABILITY

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| <p>10.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DOCBYTE'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION, DOCBYTE SAAS OR RELATED SERVICES UNDER THESE TERMS WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, WILL BE SUBJECT TO THE RESTRICTIONS SET FORTH IN THESE TERMS, AND IT WILL NOT EXCEED THE ANNUAL SUBSCRIPTION FEE PAID BY</p> |
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**10.2.** To the extent legally permitted under applicable law, DOCBYTE will not be liable to Customer or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, loss of data, revenue or income, goodwill, production of use, procurement of substitute services, fatal injuries, including but not limited to any miscalculations, incorrect conversion of data, or the use, misuse, or inability to use the DOCBYTE SaaS, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise.

**10.3.** For the avoidance of doubt, DOCBYTE will not be liable for any claims resulting from: (a) Customer's or Customer's employees', helpers' or agents' unauthorized use of the DOCBYTE SaaS; (b) Customer's or any third party's unauthorized modification of the DOCBYTE SaaS; (c) Customer's use of the DOCBYTE SaaS in combination with any incompatible hardware or software; (d) Customer's or Customer's employees', helpers' or agents' use of the DOCBYTE SaaS in violation of any of the articles of these Terms.

**10.4.** The exclusions and limitations of liability under these Terms will operate to the benefit of DOCBYTE's affiliates, subcontractors and resellers to the same extent such provisions operate to the benefit of DOCBYTE; and all exclusions and limitations of liability enforceable towards Customer are also, to the same extent, enforceable to Customer's employees, helpers and/or agents.

## 11. SUPPORT

**11.1.** This Subscription does cover support in relation to the DOCBYTE SaaS as described hereafter.

**11.2.** "Incident" shall mean any problem concerning the DOCBYTE SaaS that is demonstrable and that has been notified according to the notification procedure through DOCBYTE's support portal. The Incidents shall be classified in three categories: (i) Critical Incidents, (ii) Standard Incidents or (iii) Minor Incidents. Whether an Incident falls under the scope of one or another category shall be determined by DOCBYTE according to the following criteria:

- i. **Critical Incidents ("P.0")** shall consist in problems that precludes the Customer from using the DOCBYTE SaaS and disrupts critical business functions, and the solution of which may be complex.
- ii. **Standard Incidents ("P.1")** shall consist in problems that do not preclude Customer from using the DOCBYTE SaaS but diminish the functionalities or the performance of the DOCBYTE SaaS, and the solution of which is not a complex one.
- iii. **Minor Incidents ("P.2")** shall consist in problems that do not diminish the functionalities or performance of the DOCBYTE SaaS, but simply imply minor deficiencies the solution of which is very standard.

Under no circumstance Incident shall mean any matter affecting third party's software/hardware that has been installed in addition to the Subscription. Should any matter arise in connection with such software/hardware, Customer shall enter into direct relationship with the licensor/manufacture of software/hardware.

**11.3.** "Support" shall mean the assistance provided either by DOCBYTE or reseller, as the case may be, in relation the DOCBYTE SaaS. Two types of support can be distinguished:

- i. **"Corrective Support"**, which shall consist in support aimed to try to solve P.1 and P.2 Incidents once they have occurred.
- ii. **"Preventive Support"**, which shall consist in support aimed to avoid that P.1 and P.2 Incidents occur. Preventive Support shall be provided by reseller, or by DOCBYTE in the absence of the latter.

**11.4.** Corrective Support shall only be rendered if the Incident is notified by Customer in writing through DOCBYTE's support portal and immediately after discovery of the Incident.

**11.5.** Technical contacts on the side of Customer shall be authorized and knowledgeable enough about the Incident as well as about the DOCBYTE SaaS in order to help reseller and/or DOCBYTE resolve the Incident.

**11.6.** Corrective Support and Preventive Support shall only be provided during working days, excluding Saturdays and Sundays, as well as DOCBYTE holidays. Likewise, Support shall only be provided during normal business hours (i.e. 9.00 am-5.00 pm CET). Customer shall ensure that DOCBYTE can

have access to DOCBYTE SaaS and that no security measures prevent the latter from providing Support.

**11.7.** DOCBYTE shall have no responsibility to provide support to Customer with respect to any problem with the DOCBYTE SaaS caused by:

- i. any software, device, or other product not officially released by DOCBYTE;
- ii. neglect, misuse, alteration, modification, and/or enhancement to the DOCBYTE SaaS by any party other than DOCBYTE;
- iii. negligence, hardware malfunction or other causes beyond the control of DOCBYTE;
- iv. failure of Customer to provide a suitable installation or operating environment or highspeed internet connection for the DOCBYTE SaaS;
- v. use of the DOCBYTE SaaS for a purpose other than the purpose for which it was designed;

**11.8.** DOCBYTE shall have no obligation to support a failure that cannot be reproduced at DOCBYTE 's facility or via remote access to the Customer's facility.

**11.9. "Updates"**, meaning improvements of the same version of the DOCBYTE SaaS, can be made available to Customer. For example: if version 1.0 is the first version, version 1.1. is the first update (minor release) within the same version.

**11.10. "Upgrades"**, meaning the addition of functionalities to the ones originally included in the DOCBYTE SaaS, can be made available to Customer by DOCBYTE. For example: if version 1.0 is the first version, version 2.0 is the upgrade (major release).

**11.11.** DOCBYTE is not obliged to carry out Updates or develop Upgrades. The Customer cannot refuse Updates or Upgrades to the DOCBYTE SaaS that help to solve Incidents.

**11.12.** Rights and obligations under sections 2.5, 2.6, 3.2, 4, 5, 7, 8, 10, 13.6 will survive any such termination.

## **12. FORCE MAJEURE**

**12.1.** DOCBYTE will not be liable for any failure or delay if such delay or failure is due to causes beyond DOCBYTE's control, including, but not limited to, war, strikes or labour disputes, embargoes,

government orders, telecommunications, network, computer, server or internet downtime, unauthorized access to DOCBYTE's information technology systems by third parties or any other cause beyond the reasonable control of DOCBYTE (hereinafter, the "**Force Majeure Event**").

**12.2.** DOCBYTE will notify Customer, for mere informative purposes and without assuming any liability or obligations in respect of it, of the nature of such Force Majeure Event and the effect on the Subscription and its ability to render services, as well as of DOCBYTE's plan to mitigate the effects of such Force Majeure Event.

## **13. MISCELLANEOUS**

**13.1.** These Terms constitute the entire agreement and understanding between Customer and DOCBYTE with respect to the Subscription and rendering of related services in respect of the DOCBYTE SaaS and supersedes all prior oral or written agreements, representations or understandings between Customer and DOCBYTE relating to the same subject.

**13.2.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**13.3.** Any failure to enforce any provision of the Terms will not constitute a waiver thereof or of any other provision.

**13.4.** Customer's obligations and rights under the present Terms may not be assigned by Customer without the prior written approval of DOCBYTE. DOCBYTE may assign its obligations and rights to (a) a parent company or affiliated company, (b) an acquirer of all or substantially all of DOCBYTE's assets involved in the operations relevant to these Terms, or (c) a successor by merger or other combination. Any purported assignment in violation of this Article will be void. These Terms may be enforced by and is binding on permitted successors and assigns.

**13.5.** All notices from DOCBYTE intended for receipt by Customer will be deemed delivered and effective when sent to the email address provided by Customer, without prejudice to any other additional mean of communication used for giving such notice. If Customer changes its email address,

Customer must inform DOCBYTE of that circumstance in written.

**13.6.** THESE TERMS WILL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF BELGIUM, WITHOUT GIVING EFFECT TO ANY OF ITS CONFLICT OF LAW PRINCIPLES OR RULES. THE COURTS AND TRIBUNALS OF GHENT (BELGIUM) WILL HAVE SOLE JURISDICTION SHOULD ANY DISPUTE ARISE IN RELATING TO THE TERMS.

**Version August 2025**