

## INTROW TERMS AND CONDITIONS

These Introw BV Terms and Conditions (referred to as the "**Terms and Conditions**") inform our customers as identified on an order form or through online subscription (each a "**Customer**") of the terms and conditions under which the Customer and its respective authorised users (each a "**User**") may access and use the computer or mobile application or other platform developed by Introw in its current or future executable code form (collectively referred to as the "**Platform**") and through which Introw provides its services (collectively referred to as the "**Services**").

The Terms and Conditions should be read together with our [Privacy Statement](#) in which it is explained which personal data Introw collects from and about the Customer and Users or other persons through the use of the Services. The Terms and Conditions and the Privacy Statement, both including all documents referred to therein, form a binding agreement between the Customer (and its Users) and Introw, and are collectively referred to as the "**Terms**".

In an attempt to structure these Terms and Conditions, they are subdivided as follows:

- **Part A:** General information
- **Part B:** Conditions relating to the use of the Platform
- **Part C:** Commercial conditions
- **Part D:** Important other legal provisions

### Part A: General information

#### 1. Who are we and how can you contact us?

- 1.1. The Platform is operated by Introw BV with address at Poel 16, 9000 Ghent, Belgium and with company / VAT number (BE)0798.161.431 (referred to as "**Introw**", "**we**", "**us**", "**our**" or any similar expression).
- 1.2. The Customer or User can contact Introw by e-mail at [hellow@introw.io](mailto:hellow@introw.io) or via the account manager. For questions specifically about privacy, the Customer or User can also mail Introw at [privacy@introw.io](mailto:privacy@introw.io).

#### 2. Applicability of the Terms

- 2.1. The Customer and User should read the Terms carefully and ensure to understand them before using the Platform and our Services. The Terms contain important clauses. In the event that the Customer or User does not understand or agree with the Terms, he or she should refrain from further accessing or using our Platform and/or Services and contact us at the above contact details.
- 2.2. By using the Platform and/or the Services, the Customer and User confirms to have read, understood and accepted the Terms. On some occasions, the Customer / User will also be asked to explicitly accept the Terms. In doing so, the Customer and/or User expressly agrees that checking a box counts as an informed, specific, free and full consent such as a signature to agree to the contractual documents.
- 2.3. When an individual accepts the Terms on behalf of a legal entity, that individual acknowledges to have all legal competence to do so and that person specifically guarantees and warrants that it has acquired all necessary consents and approvals to bind that legal entity. Such person can be held responsible for any non-compliance with this obligation.
- 2.4. It is possible to print out a copy of the Terms to keep in a personal file, but it is also possible to view the Terms online at all times.

2.5. Please also note that the Terms are also fully applicable *mutatis mutandis* to any use of the Platform and Services in a freemium / free usage model.

### **3. Services offered on the Platform**

3.1. The Platform is intended to add value to the Customer's Customer Data Sources, allowing to identify new professional contacts and to connect with partners. The Platform and Services are further described on our website [www.introw.io](http://www.introw.io). All products or services not mentioned are explicitly excluded from the scope of the Contract.

3.2. The Services are offered on a cloud ("software as a service") basis. The Customer acknowledges to be aware of the inherent features of a cloud-based product and accepts the same.

### **4. Contract**

4.1. The Terms together with any other written document entered into between Introw and the Customer is referred to as the "**Contract**".

4.2. The Contract is binding upon the Customer. The Customer explicitly accepts that it is responsible for compliance by all of its Users with each and every provision of the Contract. Any non-compliance by a User within the Customer's organisation with the Contract (including the Terms), shall entitle Introw to introduce a claim directly against the Customer.

4.3. In the context of customer management, Introw will archive the Contract it has with the Customer. However, it is strongly recommended for each Customer to keep a copy of the Contract internally.

4.4. During the process of subscribing to our the Platform and our Services, it is possible to correct any input errors made during the ordering process.

4.5. It is the Customer's obligation, for which it accepts full responsibility, to ensure that all information provided during the ordering process is true, complete and accurate. Any errors or changes must be notified to Introw as soon as possible, in which case Introw reserves the right to cancel the Contract.

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## **Part B: Conditions relating to the use of the Platform**

### **5. Registration**

5.1. The Platform may be used only for the internal business purposes of the Customer. Introw reserves the right to terminate the subscription of any Customer who tries to circumvent this provision.

5.2. Prior to using the Platform, the User will be asked to register by providing certain details. This is necessary for Introw to create a user account and to allow the User to access the Platform. For each individual User, a user account must be created and this account may only be linked to one individual. If this requirement is circumvented in any way, Introw may terminate the Contract with the Customer.

5.3. The user accounts of all Users of the Customer (or within the Customer's organisation or under its Contract) shall fall under the responsibility of the Customer and the Customer hereby warrants and guarantees that all its Users shall comply with the terms hereof and the Customer shall fully indemnify, defend and hold Introw harmless for any and all damages, costs, expenses (including attorney's fees), liabilities and other negative consequences (jointly referred to as "**Damages**") resulting from any breach by a User of the Contract.

5.4. One or more Users may have user account administration rights, which includes (but is not limited to) the right to create additional Users, subject however to the terms of the Contract. Without limiting the generality of any other provisions as set out in the

Contract, the Customer accepts full responsibility for the actions undertaken by its users having such administration rights, including the creation of new Users.

- 5.5. The number of Users allowed for the Customer shall be indicated in an order form or any other document agreed between the parties. This number indicates the number of Users for which the applicable fees shall be paid throughout the entire term of the Contract, regardless of whether the Users effectively use the Services. Users may include employees, representatives or independent contractors of the Customer. If the maximum number of Users as agreed is exceeded, Introw shall notify the Customer (or its representative) thereof. When additional Users are requested, Introw shall charge the Customer with extra fees for the corresponding number of additional Users. If this provision is circumvented in any way, Introw shall immediately invoice all additional fees as due and shall have the right to terminate the Contract.
- 5.6. During registration, the User shall be asked to provide certain information and to accept these Terms. The User hereby accepts to fully comply with all applicable terms, including (but without limitation) in relation to the use of the Platform, protection of intellectual property, processing of data, and other provisions applicable to the Users as set out herein. Introw may lawfully rely on the information provided by the User and the User warrants and guarantees that all information shall be complete, accurate and up to date.
- 5.7. After registration, Introw will send to the User a registration confirmation email with relevant details.

## **6. User's license on the Platform**

- 6.1. After registration in accordance with clause 5, the User will be able to access the Platform and make use of the Services. To this end Introw grants the Customer and its Users, subject at all times to their full compliance with all provisions of the Contract, a non-exclusive, non-transferable, non assignable, royalty-free and worldwide license to access and use the Platform and the Services for the duration of the Contract. The Users may only access and use the Platform for its internal business purposes, all subject to the terms and conditions of the Contract.
- 6.2. The Customer is responsible for taking all technical and other measures to correctly access and use the Platform. The Customer shall comply with any user guidelines that may be issued from time to time by Introw.
- 6.3. The Platform is offered in English, as is the communication with the Customer and its Users. The Customer warrants and guarantees that it and its Users have a sufficient understanding of English.
- 6.4. In case the Customer or any of its Users would become aware of any unauthorized form of use of the Platform and/or the Services under the Contract with or via accounts of the Customer (and its Users), the Customer will promptly notify Introw via the designated account manager as to minimize the impact on the Platform, the Services and Introw.
- 6.5. Considering the nature of Internet related services, the Customer acknowledges that it is not possible for Introw to guarantee that the Platform, the Services, or any of its functionalities, will be free from errors or defects at all times. If any such errors or defects would arise, the Customer agrees to notify Introw thereof as soon as possible and Introw shall then make all reasonable efforts to remove or resolve the error or defect as soon as reasonably possible.

## **7. Use of our Platform**

- 7.1. Once a user account has been created, the Customer (or its designated User) shall have the option to connect one or more data source(s) used within the Customer's organisation (such as, but not limited to a CRM system, Excel sheets, LinkedIn connections and other) (each a "**Customer Data Source**") to the Platform. By

connecting / uploading the Customer Data Source to the Platform, the Customer adheres and agrees with the following principles:

- (a) The Customer has obtained all necessary rights and consents to connect the Customer Data Source to the Platform and to have Introw perform the Services under this Contract;
- (b) The connection of the Customer Data Source to the Platform constitutes an explicit permission from the Customer to Introw for the latter to access, process (including modification, amending and writing rights) and transfer all data contained in such Customer Data Source (such data referred to as the "**CDS Data**") from the Customer Data Source to the Platform for the purposes of the execution of this Contract, and the Customer has obtained all necessary approvals and consents so that it can fully grant this permission to Introw. The Customer acknowledges and agrees that it has obtained all necessary rights and consents, and has taken all other appropriate measures for Introw to lawfully access, process and supplement the data contained in the Customer Data Source, regardless of the nature of such data. The Customer shall fully indemnify, defend and hold harmless Introw for all adverse consequences resulting from a breach of this clause by the Customer;
- (c) The Customer grants the right to Introw to process CDS Data to the fullest extent in order to give full execution to this Contract, including also edit rights to CDS Data in the Customer Data Source of the Customer.
- (d) The Customer provides Introw with the authority to handle the Customer's access rights or tokens, where relevant, for the purpose of connecting to the Customer Data Source to execute the Contract.

## **8. Interacting with the Platform**

8.1. Users may in some instances upload and share information to and via the Platform ("**Own Content**"). Uploading Own Content to the Platform is subject to the following:

- (a) The Customer is solely responsible for Own Content it provides on the Platform. Introw does not undertake any obligation to verify or filter Own Content, but it does reserve the right (without obligation) to make random checks. The Customer fully indemnifies Introw for any claims made against Introw based on, and all costs, Damages and liabilities arising from, the Own Content and the uploading and sharing thereof via the Platform;
- (b) In all cases, Introw expects the Customer (and its User) to comply with the applicable laws and regulations when posting Own Content and, therefore, not to post any Own Content which is, for example (but without being exhaustive), illegal, contrary to good morals or decency, misleading, defamatory, untruthful or otherwise unfair, which violates the confidential nature of the information (such as trade secrets, protected information, etc.), which violates the rights of third parties (e.g. intellectual property rights), etc.;
- (c) If Introw believes that certain Own Content violates these Terms or applicable law, Introw reserves the right to remove such content, as well as to take action against the person(s) involved (including filing a complaint with the appropriate authorities);
- (d) The Customer must ensure that Own Content posted is free of errors, viruses, worms, Trojan horses, robot, spider, data scraping, or extraction tool or similar mechanism or other harmful content;

- (e) The Customer guarantees that Introw may process and publish Own Content in the framework of the provision of the Platform and the Services.

## **9. Invitation of partners**

- 9.1. The User shall have the possibility to invite partners with whom the User wants to share certain CDS Data (each a “**Partner**”). In such event, the Customer shall send the Partner an invitation to use the Platform. However, the Customer understands and acknowledges that the Partner can freely choose to accept or decline such invitation. Introw has no control over the same, and the rejection of a Partner to accept the invitation shall not allow the Customer to terminate or otherwise amend the Contract.
- 9.2. In the event the Partner accepts the invitation, it shall be up to the Partner to decide whether it wishes to connect its Customer Data Source to the Platform, and if so to which extent it is prepared to share CDS Data with other customers (and their Users) of the Platform.

## **10. How (not) to use the Platform**

- 10.1. The Customer and its Users may only use the Platform and Services for lawful and authorised internal business purposes. They may not use the Platform (or allow or cause it be used):
  - (a) in violation of applicable laws and regulations;
  - (b) in an unlawful or fraudulent manner;
  - (c) with the aim of harming or attempting to harm other legal or natural persons and entities or our company in any way;
  - (d) to probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or to breach the security or authentication measures on the Platform;
  - (e) to take any action that would cause an unreasonable or disproportionate burden on the infrastructure of the Platform, Services or our systems or networks;
  - (f) to interfere with the proper functioning or functions of the Platform;
  - (g) to frame, distribute, resell, lease or otherwise put at the disposal the Platform to any third party other than as explicitly required for the execution of the Contract;
  - (h) for the purpose of knowingly transmitting data, sending or uploading material containing viruses, Trojan horses, worms, time-bombs, spyware, cancelbots, adware or other malicious programmes or similar computer code designed to impair the operation of any computer software or hardware;
  - (i) to transfer to the Platform or otherwise use on the Platform any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications.
- 10.2. The Customer also agrees to (and guarantees that its Users adhere to the same):
  - (a) not reproduce, duplicate, copy, create derivative works from, use for reverse engineering purposes or otherwise use any part of our Platform in violation of the provisions of the Terms;
  - (b) not access and/or use the Platform to build or maintain a product or service that competes with the Platform or the Services;

- (c) not to use any manual or automatic device or process to retrieve, index, data mine or screen scrape the information on the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Services offered through the Platform;
- (d) not gain unauthorised access to, interfere with, disrupt or damage any part or component of our Platform, any equipment or network on which our Platform is stored or through which it is made available, or any software used in the provision of our Platform.

## **11. Operational provisions**

- 11.1. The Platform and Services shall be offered to the Customer (and its Users) on an “as is” basis without Introw having provided specific guarantees other than those as set out in the Contract. All obligations of Introw are considered obligations of means, not obligations of result. Whilst Introw makes reasonable efforts to make and keep the Platform and Services available to the Customer, Introw does not warrant or guarantee that the Platform and Services (including the connection to the Customer Data Source) will be accessible at all times or that access will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by Customer from Introw or through the Services shall create any warranty not expressly stated in this Contract. Introw does not accept liability if the Platform or Services, or parts thereof, are temporarily unavailable or restricted for any reason.
- 11.2. Through the Platform, the Customer may view, access or receive information. This information is based on information contained in a Customer Data Source over which Introw has no control. Introw only facilitates access to this information via the Platform. Therefore, the Customer agrees that Introw does not provide any guarantee that such information received through the Platform and use of the Services is complete, correct, and up-to-date. The information received through the Platform is therefore provided on an “as is” basis. Introw does not guarantee the reliability, accuracy, completeness or suitability for a particular purpose of this information. It is the Customer’s own responsibility to rely on such information.
- 11.3. Introw expressly disclaims all warranties, whether express or implied for the use of the Platform or Services, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.
- 11.4. It is the Customer’s sole responsibility to ensure sufficient measures have been taken to secure and monitor its own network and IT infrastructure. Introw shall not be liable for any security incidents at the Customer’s end. Nor shall Introw be liable for any loss or damage caused by any form of malware (virus, DDOS attack, or other technologically harmful material) that may infect the Customer’s (or its Users’) computer equipment, computer programs, data or other material due to the Customer’s (or its User’s) use of the Platform and Services. Likewise, the Customer undertakes full responsibility for any third party service it uses, or it uses the Platform in connection with. Customer must ensure that all CDS Data it enters into the Platform is regularly and properly backed up by itself, by its own means. The Customer warrants it takes all appropriate measures including raising awareness and controlling the activities of Users to protect its information system against infection by viruses and unauthorized intrusion attempts.
- 11.5. Introw reserves the right to suspend the use of the Platform and/or access to the Services where deemed required but at all times acting reasonably. Such events include, without limitation, the establishment of a security or operational threat, and overload (or other) requests that jeopardise Introw’s services. Introw shall as soon as reasonably possible inform the Customer thereof.
- 11.6. The parties hereto further agree that Introw is not responsible for the Customer’s compliance requirements, and that the Platform and the Services, to the extent

applicable, are only intermediary tools to assist the Customer in meeting the various compliance requirements for which the Customer is solely responsible.

## **12. Intellectual Property Rights**

- 12.1. Introw is the owner or the licensee of all intellectual and/or industrial property rights contained in the Platform and Services (including trademarks) and the underlying programming language, databases, connectors, hosting infrastructures, application programming interfaces, data, analysis, reports developed by Introw in their current versions or improved and later versions. This protection also includes trademarks, copyrights and database rights (where and when applicable).
- 12.2. The Customer nor its Users (nor any third party) shall copy, imitate or create the Platform and the Services in whole or part. The Customer nor the User nor any third party shall translate, analyse, modify, adapt, improve, extend, decompile, disassemble or otherwise perform any reverse engineering or attempt to derive the source code of the Platform or Services in any way whatsoever or use the Platform in whole or in part to provide it as a service, nor shall they use the Platform or Services outside the license scope as set forth in clause 6 above.
- 12.3. The Customer nor its Users shall acquire any rights to our (intellectual) property other than the limited rights of use that are expressly provided for in these Terms. The Customer and its Users shall also refrain from taking any action that might damage, limit or affect the rights of Introw.
- 12.4. Introw may further use and commercially exploit any suggestions, feedback or know-how received from the Customer or its Users when offering its Platform and/or Services; these do not constitute any intellectual property rights on behalf of the Customer or its Users. Introw is not liable for any compensation in that event.
- 12.5. The Customer (or its User as the case may be) is required to promptly notify Introw via the account manager of any known or suspected cases of forgery related to the Platform or the intellectual and/or industrial and/or any other property rights related thereto, as well as any claims or accusations that the Platform or the Services would violate the rights of a third party.
- 12.6. The Customer owns and continues to own its CDS Data, it being understood that Introw shall own any data produced by it as a result of processing CDS Data in the context of delivering the Services (referred to as "**Introw Production Data**") as well as any usage data relating to the Customer's (and its Users') use of the Platform and the Services (referred to as "**Platform Usage Data**"). The Customer grants Introw a non-exclusive, non-transferable, non-assignable, royalty-free, and worldwide license to access and use the CDS Data for the term of the Contract, for the sole purpose of the provision of the Platform and the Services, and subject to the terms and conditions of the Contract.

## **13. IP indemnity**

- 13.1. The party infringing the intellectual property rights of the other party (the "**Infringing Party**") agrees to indemnify the party whose intellectual property rights are infringed (the "**Infringed Party**"), in full and on demand and keep the Infringed Party indemnified against all claims, demands, actions, proceedings and all direct damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings).
- 13.2. Subject always to the Customer's proper observance of its obligations under the Contract, Introw shall, subject to clause 13.5 indemnify the Customer against all Damages awarded by court against the Customer in relation to any third party claim that the Customer's use of the Platform (or any part thereof), constitutes infringement of any intellectual property rights owned by a third party on the condition that the Customer shall: (a) promptly notify Introw in writing of any infringement or allegation of infringement; (b) allow Introw to conduct all negotiations and proceedings, defences

and give Introw all reasonable assistance as requested by Introw; and (c) make no admission relating to the infringement or alleged infringement.

- 13.3. If at any time an allegation of infringement of intellectual property rights is made, Introw may, at its own expense and sole option: (a) procure for the Customer the right to continue using the Platform (or relevant part of the Services); or (b) replace or modify the Platform and/or Services to make them non-infringing without substantially affecting the functionality of the same; or (c) take such action as Introw shall reasonably deem appropriate to avoid or settle any such infringement or alleged infringement; or (d) refund to the Customer the appropriate portion of the fees for the term during which the Platform and/or Services can no longer be used and which has been paid by the Customer, and the Contract (or relevant part thereof) shall automatically terminate upon transmission or dispatch by Introw of that part of the fees.
- 13.4. If Introw elects to modify the Platform under clause 13.3(b) or to procure a licence in accordance with clause 13.3(a) and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, or if Introw has otherwise avoided or settled the claim, demand or action for infringement or alleged infringement in accordance with clause 13.3(c), or if Introw has refunded the relevant part of the fees to the Customer in accordance with clause 13.3(d), then Introw shall have no further liability thereafter in respect of the said claim, demand or action.
- 13.5. Introw shall have no liability for any claim of infringement resulting from: (a) any modifications or alterations to the Platform and/or Services not made by Introw; (b) any information, design, specification, instruction, software, data or material not furnished by Introw; (c) to the extent allowed under the terms of this Contract, combining the Platform / Services with other hardware and/or software which has not been directed or pre-approved in writing by Introw; (d) use of the Platform or any part thereof other than as directed or approved by Introw in writing or otherwise in any manner not permitted by this Contract; (e) any breach of contract or any negligent, wilful or fraudulent act or omission by the Customer or its Users.
- 13.6. The foregoing provisions of this clause 13 state the entire liability of Introw with regard to any infringement or alleged infringement of any intellectual property rights arising from the Customer's (or its Users') use of the Platform.
- 13.7. The Customer will indemnify and hold Introw harmless against any claim (a) arising from or related to the use of the Platform or a Service by the Customer or its Users in breach of the Contract; or (b) brought by a third party against Introw because of Introw's use or possession of CDS Data, alleging that such use or possession infringes or misappropriates a third party's rights or intellectual property rights, provided that (i) Introw promptly notifies the Customer of the threat or notice of such claim; (ii) the Customer has sole and exclusive control and authority to select its attorneys, and defend and/or settle any such claim provided, however, that the Customer will not settle or compromise any claim that results in liability or admission of liability by Introw without prior written consent; and (iii) Introw fully cooperates in connection therewith.

#### **14. Confidentiality**

- 14.1. Confidential information includes all information that is shared in execution of this Contract, with the exception of information that is publicly available.
- 14.2. Unless specifically allowed in the Contract (including as a result of providing and using the Services), all parties to the Contract are prohibited from sharing copying, distributing, transferring or otherwise providing confidential information to any individual or entity without obtaining prior written consent from the other party concerned.
- 14.3. Notwithstanding the previous, the parties to this Contract may disclose confidential information if it is necessary to comply with the applicable laws or to their professional advisors who are bound by professional rules on secrecy.

### **Part C: Commercial conditions**

## **15. Fees and Payment**

- 15.1. When taking out a paying subscription to our Services, the Customer will be asked to provide payment and billing details. The Customer ensures these details are complete, correct and up to date.
- 15.2. Applicable pricing and payment modalities are depicted on Introw's pricing page information or as otherwise agreed between the parties.
- 15.3. Payments must be made prior to the period to which the payment relates. Payments are definitive and non-refundable. Access to and use of the Platform is conditional upon the Customer's full and timely payment of all applicable fees.
- 15.4. Any late payment shall be subject to late payment interest at the rate of twelve percent (12%) on the invoice amount plus the increase (see below), which shall apply automatically as from the expiry of the payment term. Furthermore, the Customer shall be liable for all additional costs Introw has incurred to collect the invoice amount, calculated at ten percent (10%) of the invoice amount with a minimum of EUR 200 per unpaid invoice and without prejudice to our right to claim additional costs and damages.
- 15.5. Any protest against Introw's invoices must reach Introw within fourteen (14) calendar days of the Customer's receipt of the relevant invoice to allow for prompt follow-up. Otherwise, the invoice is deemed to have been irrevocably accepted by the Customer. Any non-protested part of the invoice shall be paid according to the agreed payment conditions.
- 15.6. The Customer accepts that Introw has the right to send its invoices electronically. The Customer acknowledges it is responsible for the proper storage and retention of its (electronic) invoices and for compliance with all other legal requirements relating thereto.
- 15.7. To the extent permitted by applicable law, the Customer expressly waives its right to apply any right of compensation or set-off.
- 15.8. The failure by the Customer to make payments by the due date, will constitute a material breach of this Contract by the Customer, which may result in the application of the provisions of clause 16 below.

## **16. Term and Termination**

- 16.1. Term
  - (a) The Contract takes effect as from the date stated in the order form concluded between the parties or, in lack thereof, as from the subscription made by the Customer, and is entered into for a subscription period as set out therein (or in absence thereof, the Contract is entered into for an initial period of one (1) year).
  - (b) At the end of the subscription period agreed between the parties to the Contract, the subscription will be automatically renewed for the same period and at the same conditions unless the Contract is terminated by either party in writing at least one (1) month prior to the lapse of the then-current term. Such termination shall be done via mail to [support@introw.io](mailto:support@introw.io).
- 16.2. Termination
  - (a) Introw reserves the right to deny the Customer (and its Users), wholly or partly, access to the Platform and the Services at any time and with immediate effect in the event of breach of the Terms (including non-payment of the applicable fees). This is without prejudice to Introw's right to claim any additional compensation for Damages.
  - (b) The Customer may also terminate the Contract in case of Introw's breach of the Contract.

- (c) In both cases, the parties hereto will inform the other party of the breach, and request that party (in the event remedy is still possible) to remedy the breach within a term of five (5) calendar days.
- (d) Introw reserves the right to terminate the Contract if the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, to the extent permitted by applicable laws.

#### 16.3. Effect of termination

- (a) Upon termination of the Contract all rights and licenses of the Customer will be terminated and the Customer shall immediately cease the use of all Services as well as the Platform.
- (b) No refund, either in full or in part, of any fees already paid by the Customer will be made, unless termination would be due to a breach of the Contract by Introw (in which case a pro rata part of the fees shall be refunded to the Customer).
- (c) Any expiration or termination for any reason whatsoever of this Contract will not affect the rights, remedies or responsibilities of each party hereto and which are intended to survive the expiration or termination of this Contract for any reason whatsoever.

### 17. Data processing

- 17.1. Generally, the parties to the Contract agree to process data in line with applicable data protection and privacy laws, including the European GDPR 2016/679.
- 17.2. In relation to CDS Data, the Customer shall be regarded as the data controller whereas Introw shall be regarded as the data processor. In relation to Introw Production Data and Platform Usage Data, Introw shall act as a data controller.
- 17.3. For the provisions in relation to the processing by Introw as a data controller, please refer to the [Privacy Statement](#).
- 17.4. For the processing of CDS Data by Introw, the parties hereto have concluded a data processing agreement in accordance with clause 28 of the GDPR Regulation 2016/679. This data processing agreement can be found [here](#). The Customer is made aware, and accepts, that this data processing agreement is an inherent part of the Contract, and by accepting these Terms, the Customer acknowledges and agrees to have read, understood and agreed to the terms of the data processing agreement.
- 17.5. In relation to the use of cookies and tracking technologies, please refer to our [Cookie Statement](#).

### 18. Representations and warranties

- 18.1. Each party hereto represents that it has validly entered into this Contract and has the legal power to do so.
- 18.2. The Customer further undertakes that:
  - (a) it is a legally incorporated company, in good standing under applicable laws and that its legal representative, or its management company, or any person acting on its behalf, has full power and authority to sign and execute the Contract;
  - (b) the signature of the Contract has been validly authorized, if required, by the competent bodies;
  - (c) the signature and performance of the Contract does not and will not result in any breach of contract by the Customer.

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## **Part D: Important other legal provisions**

### **19. Risk allocation**

- 19.1. To the fullest extent permitted by law and in view of the specific nature of the Platform and the Services, Introw excludes liability for any Damages, costs or any other loss arising out of or in connection with the use of the Platform and/or the Services. However, nothing in the Terms excludes or limits liability for Introw where such exclusion or limitation is not permitted by applicable law, including in the case of Introw's wilful misconduct.
- 19.2. In no event shall Introw be liable to the Customer (or its Users) for any indirect or consequential loss or damage including (without limitation) loss of opportunity, loss of data, loss of business, loss of production, business interruption, increase in debts and inability to realise anticipated profits.
- 19.3. In any event, Introw's full and aggregate liability (i.e. not per claim) for those events attributable to Introw pursuant to these Terms, under the Contract and applicable law is limited to the fees paid by the Customer to Introw in the year in which the harmful event occurs (or in case of harmful events spread over several years, the first year thereof).
- 19.4. On the other hand, the Customer shall indemnify Introw against all costs, losses and damages resulting from any claim made by a third party against Introw due to the Customer's (or its User's) use of our the Platform or our Services in violation of the Terms and which would allegedly cause damage to the third party in question. The Customer shall also indemnify Introw for all costs, losses and damages resulting from the Customer's use of the Platform and/or Services in breach of the Contract.

### **20. Entire agreement**

- 20.1. The rights and obligations of the parties hereto shall be as set forth in the Contract (and all of its constitutive parts) which constitutes the entire agreement between the parties hereto and replaces all prior agreement, oral or written, and all other discussions and communications between such parties relating to the subject matter of this Contract.

### **21. Anti-corruption**

- 21.1. The Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Introw's employees or agents in connection with the Contract. If the Customer learns of any violation of the above restriction, the Customer will use reasonable efforts to promptly give written notice to Introw.

### **22. Commercial reference**

- 22.1. Introw may use Customer's name, logo, and trademarks solely to identify the Customer as a user of the Services on Introw's website and other marketing materials, in accordance with the Customer's trademark usage guidelines, if Customer provides them to Introw.

### **23. Binding force and waiver of right**

- 23.1. If one or more provisions (or part of a provision) of the Terms should be held invalid or unenforceable by a final decision of a competent court, the remaining provisions shall retain their binding force and scope without modification. The parties shall then replace the invalid or unenforceable provision (or part thereof) with a new provision that embodies as closely as possible, and to the extent permitted by law, the original intention of the provision declared invalid or unenforceable.
- 23.2. The failure of either party to exercise any right in whole or in part shall not be construed as a waiver of that right. Any waiver requires an express confirmation by the waiving party that such right has been waived.

- 23.3. The rights as provided for in the Terms are cumulative, i.e. a reliance on one right does not exclude the application of the other right.

## **24. Amendments to the Terms and the Platform**

- 24.1. Introw reserves the right to change the Terms in a non-material way at any time without prior notice. The Customer (and User) can always consult the last revision date of the Terms at the end of the document concerned. By continuing to use the Platform with modified Terms, the Customer (and its Users) agree to be bound by those modified Terms. If the Customer (or its User) does not agree, it must refrain from using the Platform after the entry into force of the amended Terms.
- 24.2. In any event, Introw strongly recommends that the Customer consult the Terms from time to time.
- 24.3. In order to offer new services and functionalities, improve or modify the Platform services and/or respond to changes in regulations or commercial needs, Introw reserves the right at any time, without prior notice, to modify all or part of the Platform or Services and to change, replace with other functionalities or discontinue certain of its functionalities. Given the SaaS nature of the Platform and the Services, the Customer accepts that this is an essential right of Introw. The Customer will not be entitled to any compensation in this case, but Introw will endeavour to preserve the basic functionality of the Platform and Services.

## **25. Independence of the parties**

- 25.1. Introw and the Customer act as independent contractors, on their own behalf and for their own account. Nothing in this Contract shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties hereto.

## **26. Transfer**

- 26.1. Introw is entitled to transfer the agreements with its customers (including the Terms and the Contract) at any time in the event of a reorganisation and/or restructuring of its business of whatever kind (e.g. but not limited to an event of an acquisition, demerger, merger, split-off, financial investment, etc.). Introw does not require the consent of the Customer for any such activities, but will inform the Customer of this nonetheless reasonably after such event has taken place.

## **27. Force Majeure**

- 27.1. Neither party hereto will be held liable if the execution of the Contract is delayed or prevented due to force majeure, as commonly interpreted under Belgian law. In addition to this, the parties agree to specifically include under such events of force majeure (without limitation), any war (including cyber warfare), pandemic, partial or total strike, fire, flood, earthquake, volcanic eruption, severe weather, partial or total disruption or unavailability of electronic, electric or technology communications networks, internet failures, and delays or malfunctions of third party suppliers.

## **28. Interpretation**

- 28.1. The subdivisions of the Terms into various headings and sub-titles have only been added for the convenience of the reader. Such subdivisions cannot be used for the interpretation of the relevant clauses or parts thereof.

## **29. Survival**

- 29.1. The clauses intended to survive termination of the Contract will do so, specifically including (without limitation): 2, 4, 5.3, 7, 10, 11, 12, 13, 14, 15.3, 15.4, 15.5, 16.3, 17, 19, 22, 23, 26, 29 and 32.

## **30. Notices**

30.1. Introw may send all written notifications under the Contract to the Customer and/or any of its Users. If the Customer would require otherwise (e.g. by appointing a single point of contact), it shall inform Introw of the same.

**31. Subcontracting**

31.1. Introw has the right to subcontract any part of the execution of the Contract to third parties, including to any affiliated entities. Given the nature of the Services provided, the Customer accepts and agrees that this is an essential condition of the Contract in order to allow Introw to offer the Platform and the Services.

**32. Applicable law and competent court**

32.1. Belgian law shall apply to the Contract and all its constitutive parts (including the Terms), with exception of the rules of (international) referral rules as set out in Belgian private international law.

32.2. All disputes related to the use of the Platform and Services and the Contract and the interpretation and performance thereof fall within the exclusive jurisdiction of the competent courts of the judicial district of East Flanders, Ghent division, Belgium.

3.

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