

These General Terms and Conditions apply to all agreements between MAHI BV ("MAHI") and the customer ("Customer"), insofar as they are not deviated from in special terms and conditions or separate agreements that have been entered into in writing and without prejudice to the application of mandatory legal provisions. These Terms and Conditions are considered accepted by the Customer as of the first order. Any general or special terms and conditions of the Customer only bind MAHI if MAHI has expressly accepted them in writing. These General Terms and Conditions are always available via the MAHI website.

An order with MAHI may include (i) the provision of MAHI Standard Software under a Standard License or access to and use of Standard Software via an online platform, (ii) Research and development of specific software ("Specific Software") tailor-made for the Customer or an additional development for an existing program of the Customer, (iii) the delivery of goods and/or (iv) the provision of Services including the provision of Cloud services and their management, maintenance of ICT, support and assistance.

1. Price lists, quotations and orders

All price lists, quotations and contract proposals from MAHI are non-committal, are for informational purposes and are not binding for MAHI. MAHI can change its price lists without prior notice. Every order or assignment placed by the Customer binds the latter, but only binds MAHI after written acceptance thereof in an order confirmation or a framework agreement. Any cancellation of an order must be made in writing and is only valid subject to written acceptance by MAHI.

2. Delivery deadline

Any delivery deadline is only provided by way of information and is therefore not binding. Unless explicitly agreed otherwise in writing, a delay in the service cannot give rise to a fine, compensation or cancellation of the order. MAHI reserves the right to provide partial services. The partial performance of an assignment cannot justify the refusal to pay for the services performed.

3. Price and payment

The order or assignment is invoiced at the prices and conditions as stated in the order confirmation or agreement. Unless otherwise stipulated, the billing of working hours is based on person-days performed and daily rate. If, after the start date of the agreement, one or more external cost factors undergo a change, MAHI has the right to increase the agreed price for future performance. If additional costs are incurred by MAHI at the request of the Customer, these costs must be reimbursed to MAHI by the Customer. These costs will be stated on MAHI's invoices. Unless expressly agreed otherwise, the prices quoted by MAHI are VAT excluded.

If MAHI or the Customer determines that (i) the performance of its contractual obligations has become exceptionally more expensive or onerous, without being impossible, due to the occurrence of an event beyond its control and which could not reasonably have been predicted at the time of the conclusion of the agreement (e.g. war or pandemic or any resulting consequences or measures, e.g. government decision), and that (ii) it cannot reasonably foresee, avoid or circumvent this event or its consequences, MAHI and the Customer will consult each other and use their best efforts to amend or supplement this agreement in order to continue their relationship, in order to restore the contractual balance whereby the fulfillment of the contractual obligations is no longer exceptionally more expensive or onerous. If no agreement can be reached within a period of two months, each of the parties has the right to terminate the agreement without notice or compensation.

Unless explicitly agreed otherwise in writing, invoices are payable within 30 days after the invoice date to the bank account of MAHI. MAHI invoices the services it has provided on a monthly basis.

The acceptance of payment terms and/or bills of exchange does not entail any novation of the debt and does not affect the collectability of the debt and the interests and fees.

In the event of total or partial non-payment on the due date, default interest will be charged by operation of law and without notice of default in accordance with Article 5 of the Belgian Law of 2 August 2002 on combating late payment in commercial transactions. In addition, a fixed compensation of 10% of the unpaid invoice amount will be due, with a minimum of EUR 100.00, without prejudice to the right to claim higher compensation, subject to proof of higher damage actually suffered. In addition, MAHI can suspend the performance of the service. MAHI will resume the service as soon as the Customer has settled all unpaid invoices.

4. Termination or dissolution

Unless otherwise agreed between the parties, either party may terminate an agreement for the provision of Services after the first 12 months by sending a registered letter or e-mail with acknowledgment of receipt to the other party, provided that a notice period of at least one month is respected. If the agreement concerns the provision of Services with the intervention of third parties, longer notice periods may apply subject to written reference in the offer or the order confirmation. Standard Licenses are issued per 12 months and paid at the start of the license period. In the event of cancellation, no refund of the license fee is possible for the unexpired period.

In the event of early termination of an agreement to supply Specific Software, and/or Services, MAHI is entitled to compensation for the work already performed as well as compensation of 20% on the work still to be performed.

MAHI has the right to dissolve the agreement with the Customer at any time, with immediate effect, without prior judicial authorization or notice of default and without payment of any compensation, in the following cases: (i) if the Customer, despite written notice of default whereby a period of at least 7 calendar days is observed, fails to fulfill (timely and properly) one or more essential obligations arising from the agreement; (ii) in the event of suspension of payment or (the application for) bankruptcy or any reorganization by the Customer; (iii) upon liquidation or cessation of Customer's business; (iv) if all or part of the Customer's assets are seized; or (v) if MAHI has good reason to doubt that the Customer will fulfill its obligations to MAHI.

In case of dissolution, MAHI also reserves the right to claim compensation for all costs and damages incurred and all claims of MAHI against the Customer become immediately due and payable.

5. Complaints

In the event of a major defect or defect that prevents the operation of MAHI Software in the intended environment ("Defect"), MAHI undertakes to correct it or to have it corrected, insofar as the defect is detectable and reproducible. For its part, the Customer will have to tolerate, without any right to compensation or recourse, minor defects and errors that do not prevent the operation of the MAHI Software. MAHI does not cover defects when the Customer installs its own software on devices supplied by MAHI or when the Customer's software is interwoven with MAHI Software.

Complaints regarding performance and Defects must be communicated in writing within thirty (30) days after the performance or occurrence of the Defect.

Complaints regarding invoices from MAHI must be communicated in writing to MAHI within eight (8) days after receipt of the invoice. At the end of these terms, the services and invoices are considered to have been accepted without reservation. If the Customer has not objected within the aforementioned periods and/or if MAHI has not been given the opportunity to rectify the defects, the right to complain lapses. The partial payment without reservation counts as acceptance of the entire invoice. A complaint does not justify suspension of payment.

6. Intellectual property

All software, documentation, ideas, know-how, methods or techniques that have been developed by MAHI or a third party, independently of the agreement with the Customer, and that are used and possibly (further) developed during the provision of the Services, or incorporated into goods or Software, including improvements or modifications or additional development for a standard program represented or distributed by MAHI or to improve or correct Defects in Specific Software, for Software covered by the Standard Software or under a Standard License, are and will remain the intellectual property of MAHI.

Research and development of Specific Software is not presumed and must be expressly confirmed in writing in the agreement. All intellectual property rights as well as the exclusive right of disposal over all information, documentation, software and/or data specifically written for the Customer by MAHI or its employees, appointees and/or subcontractors in implementation of the agreement with the Customer, are only transferred to the Customer after receipt by MAHI of full payment of the price and costs relating to and in accordance with the services, and only if this is contractually described.

The materials, accessories and tools used by MAHI in the provision of the Services remain the property of MAHI. The Customer shall make available to MAHI all necessary information, documentation, software and/or data required to perform the Services. This information, documentation, software and/or data is only made available by way of loan and remains the exclusive property of the Customer.

7. Delivery of goods

Goods are delivered as standard according to CIP under Incoterms® 2020, unless otherwise agreed or on-site installation is stipulated.

The sold goods remain the property of MAHI until full payment of the sales price, possibly increased by costs and interest.

The purchased goods must be checked immediately for visible defects. Any visible defects concerning the delivered goods must be reported to MAHI in writing immediately and no later than 48 hours after delivery. Complaints due to visible defects are only valid and will only be investigated on the condition that the sold goods have not yet been put into use by the customer. Such complaints do not suspend the customer's payment obligation.

MAHI's liability for hidden defects in the delivered goods is limited to defects that manifest themselves within 12 months after delivery and if they are reported by registered letter within 14 days after their discovery. In the event of proven defects, the customer can only claim the repair of the defects or a replacement of the delivered goods, without the customer being able to claim any form of compensation.

MAHI is in no way responsible for problems resulting from the incorrect and/or improper use of the goods by the customer, its employees and personnel and third parties for which it is responsible, nor in the event of problems resulting from force majeure.

8. Processing of personal data

Insofar as personal data is processed in the context of the execution of the work, MAHI undertakes to use personal data discreetly and to protect its confidential and private character. All this in accordance with the European General Data Protection Regulation (GDPR), the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the other relevant legal regulations in force. A privacy and cookie statement is always available on the MAHI website.

9. Liability

Unless expressly agreed otherwise, all obligations of MAHI under these Terms and Conditions are obligations of means. With regard to possible undesirable or harmful effects for the Customer or third parties, the Customer has the obligation to check the results of the Services provided before use. Without prejudice to deviating mandatory legal provisions, MAHI is only liable for damage caused due to non-compliance with its obligations, if and insofar as that damage is caused by an intentional or serious error or by fraud on the part of MAHI. MAHI is not liable for other errors.

In the event that MAHI is held liable for any damage, MAHI's liability is limited to a maximum of the invoice value of the Customer's order, at least to that part of the order to which the liability relates. MAHI can never be obliged to pay compensation that exceeds the relevant coverage of the liability insurance taken out by MAHI. MAHI is only liable for direct damage. MAHI is never liable for indirect damage, including, but not limited to, consequential damage, lost profit, lost savings or damage to third parties. In no event shall MAHI be liable for the loss or damage of any documents or data provided by Customer to MAHI under this Agreement. The Customer undertakes to make back-up copies and to keep all documents and data supplied.

MAHI may also invoke the exclusion of liability formulated in the contractual terms and conditions of third parties, suppliers of Cloud services, insofar as the Customer was made aware of these terms and conditions when entering into the agreement.

Any claim of the Customer for damages against MAHI lapses by operation of law if it has not been brought before the competent court within a period of two (2) years after the facts on which the claim is based could have been known or could reasonably have been known by the Customer.

The Customer must indemnify and defend MAHI against any third party claims caused by or arising out of any of the Services that MAHI has performed under Customer's instructions. The Customer also undertakes to indemnify MAHI against the financial consequences of any claim for damages submitted by the Customer and/or third parties as a result of processing or an act that is contrary to applicable privacy regulations and is caused by or ensues from the Services of MAHI and/or its employees and/or its appointees on behalf of the Customer.

In the event of force majeure, MAHI's obligations are suspended and MAHI is legally released and is not obliged to fulfill any obligation towards the Customer. Force majeure on the part of the Customer is hereby expressly excluded.

The Customer undertakes to cooperate with MAHI, to provide MAHI with the necessary information and to provide all necessary support that may reasonably be requested to enable MAHI to perform its obligations. With regard to training, MAHI takes all reasonable measures to provide the Customer with good, correct and as complete information as possible, without assuming any guarantee or

responsibility to meet the expectations/requirements of the Customer.

10. Carrying out publicity - confidentiality

Unless explicitly stated otherwise in writing in the agreement with the Customer, MAHI is entitled to state the company name of professional Customers on its website or social media as being a customer of MAHI.

The parties mutually respect each other's knowledge and will not disclose any know-how, technical methods or working methods communicated by the other party in the performance of the agreement without prior written consent.

11. Applicable law and jurisdiction

All agreements to which these General Terms and Conditions apply are governed exclusively by Belgian law. The entry or participation of MAHI in a contractual or other relationship that binds the Customer to third parties does not entail any deviation with regard to the application of Belgian law vis-à-vis MAHI.

All disputes regarding agreements that are subject to these General Terms and Conditions fall within the jurisdiction of the courts and tribunals of Antwerp, Belgium. However, MAHI reserves the right to act before the courts of the Customer's place of residence or registered office.