

## WOLTERS KLUWER TRANSPORT SERVICES TERMS AND CONDITIONS

Please read these terms and conditions relating to Wolters Kluwer Transport Services S.A./N.V. ("WKTS") Services carefully. By Subscribing to and Using the WKTS Services, Customer agrees to and accept all of the terms and conditions set herein, to the exclusion of any general or special conditions communicated by Customer. If you are accepting these terms and conditions on behalf of a company or any other (legal or natural) person, you represent and warrant that you have full authority to bind that company or person to these terms and conditions.

### A. WKTS GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

The following expressions shall have the following meanings unless the context requires otherwise, and where the context so requires or admits, the singular shall include the plural and vice versa. Any reference under the Agreement to "including" or "include" shall be deemed to be followed by the words "without limitation".

"Affiliate" means any company, corporation or other entity that directly or indirectly controls, or is controlled by, or is under common control with either WKTS or Customer.

"Agreement" means the GTC, the Purchase Order, the Approval, the Documentation, and where applicable, the STC, the Privacy Policy, together constituting the entire agreement governing the relationship between the Parties.

"Approval" refers to the approval by WKTS of the Purchase Order as confirmed by the activation of the subscribed Services.

"Changes" means updates, new versions or options, extensions, enhancements, modifications to the Services and/or to the look and feel of the WKTS websites, Customer Account, Customer Profile and/or User Accounts. Changes are governed by the Agreement.

"Confidential Information" means commercially or competitively sensitive, proprietary or private information, trade secrets and know-how (including information that is marked or designated as "Confidential", "Proprietary" or bearing a similar marking), relating to the business and affairs of a Party, and in particular (i) regarding the information to be disclosed by Customer, it means information relating to Customer's network operations and technical plans, with exclusion of its Customer Profile & transaction data; and (ii) regarding information to be disclosed by WKTS, it means information related to current and future Services, including prices, technical, financial and marketing data of WKTS and any information related to WKTS customers and users.

"Customer" means the (legal or natural) person subscribing to the Services.

"Customer Account" means the account of Customer set up by WKTS, after Approval, containing information and documents of (or concerning) Customer in relation to the subscribed Services.

"Customer Profile" means the set of information relating to Customer, which is generated by WKTS or provided by Customer and which is made available to WKTS, other WKTS customers and/or Third Parties via the Services or otherwise; this may include general information, data and events relating to Customer, Users and transactions.

"Data Protection Legislation" means the provisions of Directives 95/46 EC and 2002/58/EC as well as any national legislation and/or regulations implementing them, applicable to WKTS and/or Customer, as such legislation may be amended or replaced from time to time.

"Documentation" means the Service descriptions, user manuals, training materials, supporting materials, technical attachments and specifications, the technical system requirements and other information relating to the Services, whether distributed in print, electronic, or video format.

"Effective Date" means the date of Approval, unless otherwise agreed by the Parties in the Purchase Order;

"Force Majeure" means any unusual and unforeseeable circumstances beyond the control of the Party invoking it, the consequences of which could not have been avoided even if all due care had been exercised, including malicious damage, labour trouble, plant or technical shutdown or equipment and network failure.

"General Terms and Conditions" or "GTC" means the terms and conditions set herein under Title A governing the provision and Use of the Service.

"Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, computer programs, databases, know-how, trade secrets, trademarks, trade names and services marks and any other intangible property right, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract.

"Key User Account" means the User Account of any Key User enabling specific operations relating to standard User Accounts (including creation, modification of settings, deletion), and/or to Customer Account & Profile (including subscription to the Services, access and update);

"Key User" means a User, who is granted powers to operate via Key User Account.

"Means of Access" refers to the login, password and any other means of identification and/or Users access procedures, which are strictly personal to any User and enable access to the User Account.

"Notification", "Notify" and all derivatives of such capitalised terms means, except where registered letter is required under the Agreement or by applicable law, any notification made by WKTS in any kind of electronic or paper form (including any message via a Service or WKTS website, WKTS newsletter, statement on WKTS invoice). Notification by post is validly made to the address indicated in the Purchase Order, until one of the Parties has notified the other of a change of address and which has been acknowledged by that other Party.

"Party" means WKTS or Customer and "Parties" means both WKTS and Customer.

"Price" means the amount of money due for a Service as governed by the Agreement, excluding any Taxes and Costs.

"Privacy Policy" means WKTS' Customer Website terms and Privacy Policy (<http://www.wkts.eu/en/wkts-privacy-policy>).

"Purchase Order" means the contract proposal or the order form, which is made available to Customer by WKTS online or offline and which is accepted, by any paper or electronic means (including click-to-accept process and email) by Customer for the Services to be purchased from, licensed or provided by WKTS, under these GTC and STC, unless otherwise provided therein.

"Required Material" means virtual or physical devices, including software, desktop computer(s), laptop(s), tablet(s), mobile device(s), telecommunication device(s) and hardware product(s) capable of operating a wide variety of computer programs as well as internet connection(s) meeting the minimum requirements set forth in the Documentation and the STC in order to Use the Services.

"Services" means the products and services of WKTS, as these may change from time to time, to which the Customer has subscribed under the Agreement.

"Special Terms and Conditions" or "STC" means the terms and conditions as referred to under Title B or communicated separately to the Customer, which are applicable to a specific Service and which supplement the GTC.

"Subscription", including all derivatives of such capitalised term, and "Subscription Process" mean the mandatory process of initial and subsequent subscription of Customer to the Services.

"Taxes and Costs" means any tax, fee, levy or duty as well as any cost or charge, pertaining to the Services, however designated, including value-added, sales or withholding taxes, freight, handling or insurance charges.

"Territory" means any country(ies) in which Customer has been granted Use by WKTS, or in the absence of any such granting, the country in which Customer's principal place of business is located.

"Third Party Component" means any computer program, product, service and/or content, including any complete or partial copies thereof, developed or provided by a Third Party and incorporated into the Services.

"Third Party" means any person that is not Customer, User or WKTS.

"Trial Version" means a trial version of a Service that can be tried out for a limited time period and with limited functionalities.

"Use" and "Using" means downloading, installing, accessing, executing, employing, operating or displaying information resulting from such capabilities, all or any portion of a Service.

"User Account" means the non-transferable account dedicated to the User, linked to Customer Account, accessible by the Means of Access, and through which the Services ordered by Customer can be Used.

"User" means any natural person, including Customer's employees and Key User, for which Customer requests the Use of a Service.

"WKTS" means Wolters Kluwer Transport Services S.A./N.V., a Belgian company headquartered at Belgicastraat 17, 1930 Zaventem (Belgium), registered under number 0872.586.165 in the Belgian Registry of Companies, VAT BE 872.586.165, and its Affiliates.

#### 2. SCOPE

Access to and Use of the Services by the Customer is governed by the Agreement. Customer may access and Use the Services only in the Territory and solely for its own business purposes.

The Agreement shall apply, regardless of any additional or conflicting terms in other correspondence or documentation submitted by Customer to WKTS.

These GTC and any applicable STC will supersede any prior general (and special) terms and conditions and/or agreement entered into between WKTS and Customer, concerning the Services.

#### 3. SUBSCRIPTION PROCESS

##### • Purchase Order

Subscription to the Service(s) is subject to a prior Purchase Order. By submitting a Purchase Order, Customer acknowledges having read and accepted the terms of the Purchase Order, the GTC, any applicable Documentation and STC. Customer acknowledges that any Purchase Order shall constitute a binding subscription to the Services.

If the Parties deviate in the Purchase Order from the GTC, the STC or the Documentation, the Purchase Order, with respect to that deviation, shall prevail.

As a condition of Subscription to the Services, Customer agrees that a Customer Profile be created by WKTS and that the Customer Profile be made available to WKTS (including

its Affiliates), other customers and more generally to Third Parties via the Services or otherwise.

##### • Communication of required information and documents

Subscription may be subject to the submission by Customer of information and documents requested by WKTS in the Documentation and, where applicable, in the STC or the Purchase Order.

Customer guarantees that all information and documents provided to WKTS as part of the Subscription process, and subsequently, is and will be current, true, accurate, supportable and complete. Customer accepts that WKTS bears no liability regarding the verification of the information and the documents as provided by Customer (or by any other customer). Customer will notify WKTS immediately of any change to any information that it has provided.

##### • Approval - Services activation

Access to, and Use of, the Services is subject to WKTS's prior Approval.

WKTS may refuse the Purchase Order at its own discretion.

Upon Approval, WKTS shall create a Customer Account as well as a Key User Account and provide Customer with the Means of Access related to such account. The Services will then be activated.

##### • Customer Account

The Customer, via the Key User Account, and WKTS, upon Customer request, may set up User Accounts for the Use of the Services, within the applicable limitations. Customer is liable for managing on a day-to-day-basis User Accounts (including the number thereof and the Services to which a User has access).

Customer must immediately deactivate a User Account when the concerned User is no longer entitled to Use the Services on behalf of Customer or, if Customer is not able to do so, contact WKTS immediately for that purpose.

##### • Subscription to additional Services

In the course of the Agreement, Customer may in accordance with the Subscription process, subscribe to additional Services. Such Services will be governed by the Agreement (including any applicable Documentation and STC).

#### 4. ACCESS TO AND USE OF THE SERVICES

##### • Required Material

Customer is solely responsible and liable for the choice, purchase, installation and operation of the Required Material, and for costs related thereto.

The Services that need to be installed on Customer's computer systems or Third Party Components whether or not embedded in the Services may be subject to separate and/or additional terms.

Customer is solely responsible and liable for installing and keeping up to date any security-related aspect of the Required Material (including patches, firewalls, virus, spyware, malware and other malicious codes scanners).

WKTS reserves the right to modify at any time the requirements with which the Customer's Required Material must comply. Except for adaptations to current standards of technologies available in the market which Customer should adopt on its own initiative, Customer will be Notified of such modifications.

WKTS cannot be held liable for any insecurity or damages caused by the Required Material or any material used by Customer to Use the Services.

##### • Internet Connectivity

As the Services are made accessible through the internet, a secure internet and network environment is a prerequisite for using the Services. WKTS shall not be liable for any unavailability of the Services resulting from a cause relating to the internet connectivity.

Use of the Services may cause Customer's computer or devices to automatically, without notice, intermittently or on a regular basis, connect to the internet for purposes such as providing Customer with additional information, features, Changes, or functionality, and to check for Changes that are available for download to, and installation on, the computer or devices of Customer.

##### • Means of access

Customer is responsible for the safeguarding, confidentiality, security and appropriate use of Means of Access by its Users and undertakes to take all steps to prevent any unauthorised Third Party from gaining knowledge and making use thereof. Customer shall indemnify and hold harmless WKTS against any and all claims or demands from Third Parties arising from the dissemination by Customer of (in)correct information about Customer and/or Users.

In the event of loss, theft, breach of confidentiality, or any risk of misuse of Means of Access, Customer must immediately deactivate the concerned User Account, and if Customer is not able to do so, immediately notify WKTS in writing. Customer is fully responsible for any unauthorised use of the Services, as well as for any detrimental consequences that may arise directly or indirectly therefrom. Customer acknowledges having been warned that WKTS reserves the right to refuse access to a User using Means of Access when a session is already open on another computer using the same Means of Access.

##### • Registered data and events

WKTS may, through the Services and its systems, store data and events related to the Use by the Customer of the Services. Customer accepts the evidential value of these data and events, towards WKTS or any Third Party, without prejudice to other means of proof.

WKTS may use such registered data and events and/or made them available to its Affiliates and its suppliers/partners for its own business purposes.

#### 5. TRIAL VERSION

WKTS may offer a Trial Version of its Services. WKTS reserves the right to make additional terms and conditions applicable to the Use of Trial Version, which will be communicated prior to the subscription thereto. The Services provided under Trial version are made available "as is", exclusive of any warranty whatsoever.

#### 6. CHANGES

WKTS reserves the right at all times to provide Changes to the Services, to correct any errors and/or make changes to the technical characteristics and specifications of the Services. However, WKTS is not obligated to Notify Customer of nor provide Customer with any such Changes. WKTS may perform from time to time online Changes without Customer's permission being required.

The Customer shall not Use other version of the Services than the then current version as made available by WKTS. WKTS may subject Changes to Subscription and/or STC.

#### 7. WKTS' RESPONSIBILITIES AND WARRANTIES

WKTS warrants that:

- (i) all its obligations will be executed with reasonable care and skill based on industry-standards;
- (ii) the Services will substantially conform to the specifications contained in the Documentation and, where applicable, to the STC;
- (iii) it will take the commercially reasonable steps to ensure the continuity of the Services;
- (iv) WKTS will take the commercially reasonable steps to ensure the maintenance of the Services. WKTS will be responsible for providing maintenance and support services with respect to the Services only, as required under the Agreement and, as the case may be, as required under applicable law.

From time to time, WKTS may suspend or disconnect access to the Services without notice or deny Customer access to the Services during any technical failure, modification or maintenance involved in the Services. To the extent possible, WKTS will endeavour to plan these suspensions outside business hours. These suspensions will not last for more than a reasonably necessary period and will be notified in a way that WKTS sees fit insofar as this is possible. Such suspension of Services cannot in any way incur WKTS' liability or lead to any entitlement to compensation. In such circumstances Customer remains liable for all charges due throughout the period of suspension.

The warranties stated in the Agreement are the only warranties made by WKTS regarding the Services. WKTS disclaims any other warranties and conditions (implicit or express) (including warranties or conditions of merchantability, fitness for a particular purpose, satisfactory and quality and non-infringement of Third Parties' rights, and their equivalents under the laws of any jurisdiction). Unless otherwise agreed and confirmed in writing, WKTS does not guarantee in any case that a Service will meet Customer's or its Users' specific expectations, objectives or requirements or that the Services shall operate uninterrupted or error free and that all defaults, defects and errors in relation thereto shall be corrected. This clause shall apply to the maximum extent as permitted by applicable law.

WKTS reserves the right to monitor the content of any information posted via the Services and to withhold, remove, and discard any data without notice in case of any non-compliance with or breach of the Agreement.

#### 8. CUSTOMER'S UNDERTAKINGS

Customer undertakes to Use the Services only for the purposes and in the manner expressly permitted by the Agreement and in accordance with all applicable national and international legislations (including Data Protection Legislation) and, in general, in a responsible manner.

Customer undertakes not to Use, and will procure that its Users do not Use the Services to (i) download, send, or disseminate data containing viruses, worms, spyware, malware or any other similar malicious code; (ii) carry out any calculations, operations or transactions that may interrupt, destroy or restrict any functionality of or the operation of the Services or any program, computer or means of telecommunications; (iii) publish false or incorrect data or any illegal content through the Services (e.g. information of a pornographic, obscene, defamatory or racist nature); (iv) usurp the identity of another, notably by using the Means of Access of another User, registering in the name of a Third Party without the latter's consent, or making use of any other misleading or fraudulent method; (v) resell or commercialise any data available through the Services and (vi) spam the Services.

Customer furthermore undertakes to: (i) comply with the obligations of any kind of agreement as concluded with other customers through the Use of the Services (including obligations relating to transport operation, information and payment); (ii) communicate any useful or legally required information as to the specific nature of the freight or transport operation concerned, including, but not limited to information regarding any possible danger; (iii) strictly confine the use of the Services to its own specific commercial needs as they exist at Customer's site; (iv) where online freight exchange Services are concerned: immediately withdraw from the Services any information in respect of

which a final agreement has been concluded with a Third Party, not mention any price in connection with its offer in the open freight exchange and not enter any text other than directly related to freight or vehicle offers.

If a Customer or User detects any infringement to the provisions above or any malfunction of the Services, it shall immediately notify WKTS.

The Services may include tools providing information on the basis of objective criteria. Information generated by such tool is provided for information purposes only, without any warranty of any kind. The Customer is responsible for making its own enquiries and verifications with respect to the reliability and integrity of the information obtained through the Services and the companies or persons having submitted them or which the Customer deals with through the Use of the Services. The Customer acknowledges and accepts that WKTS will bear no liability towards the Customer with regard to (i) the correctness, integrity and truthfulness of the information submitted by any Third Party or (ii) the verification of the information and/or documents submitted by a Third Party making use of the WKTS Services. The Customer is liable for any damage that may result from the provision of incorrect or incomplete information and/or documents by the Customer and/or its Users.

Customer is solely responsible for the appropriate storage on its servers and devices of any electronic document (including invoices) pertaining to its business, and created, processed or stored via the Services, whether for the fulfilment of any applicable legal requirement or otherwise. To the fullest extent permitted by applicable law, WKTS shall not be held liable for the storage of such electronic documents.

#### 9. CUSTOMER'S WARRANTIES

Customer warrants that Users, via the Key User Account(s) and, as the case may be, via User Accounts, have the full authority to bind Customer, including to (un-)subscribe to the Services, approving GTC or STC and Changes. Customer agrees that any online subscription of the Services by Customer and/or a Key User and/or User using Means of Access will constitute a binding Purchase Order on behalf of Customer.

As conditions for Use of the Services, Customer agrees that he/it will:

- strictly comply with and ensure the compliance with the appropriate procedures regarding access to the Services, laid down in the Agreement;
- inform all Users of all appropriate information, including the Documentation and the Agreement and any changes thereto and procure that they agree on and will comply with the terms thereof;
- monitor and be responsible for its Users' Use of the Services and their compliance with the terms under the Agreement, including any action and omission by its Users performed through the User Accounts or otherwise;
- ensure that Users shall use the Services in good faith and in a reasonable manner and shall act in a courteous manner in their dealings with other users and customers.

Upon request from WKTS, Customer shall provide a statement confirming the agreement of the Users upon the terms of the Agreement, as well as any other information and documents with regard to compliance with Data Protection Legislation.

Customer agrees to be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer and Users in connection with the Services.

Neither Customer nor Users are permitted to make modifications to the Services.

Customer is liable for and will hold harmless and indemnify WKTS against any damage, loss, costs or expense that may arise as a result of (i) modifications made to the Services that are not permitted by WKTS, and/or (ii) the use of the Services by Customer or its Users in a manner that does not comply with this Agreement and/or applicable laws.

#### 10. LIMITED LIABILITY

Under no circumstances, shall WKTS be liable to Customer, including its Users, for any indirect, special, incidental or consequential damage of any kind (including increase in general overheads, disruption of business, Third Party claims against Customer, damages due to business interruption or lost profits, savings, competitive advantage or goodwill arising from or related to the Agreement, whether or not foreseeable, and regardless of the cause of such damages or the prior information of the possibility of such damages) under any legal theory (tort, contract or otherwise). WKTS shall under no circumstances be liable for shortcomings arising from the circumstances in Clause 11 (Intellectual Property) or for shortcomings of Third Parties (more specifically transport or delivery problems, hardware defects, connection or telecommunications problems, acts of an independent installer).

Without prejudice to mandatory applicable law, WKTS shall only be liable for damages, under any legal theory (tort, contract or otherwise), for which Customer can demonstrate that these result directly from the fault of WKTS.

In any event, WKTS' aggregate liability, for any and all damages occurred in a calendar year, shall be limited to the lowest of the following: (i) 50% (fifty percent) of the amounts due or paid by Customer during the twelve (12) months period preceding the cause of action; (ii) an aggregated amount/year of EUR 15,000.00 (fifteen thousand euro); (iii) the proven direct damage.

Except for more specific stipulations that may apply where appropriate, any complaint regarding the Services must be made in writing and sent by registered letter within one month of the time Customer gained knowledge (or should reasonably have become aware) of the fact leading to the complaint. WKTS will be discharged of liability in the event of notification after such one month period.

WKTS is not a party to and is not responsible for the content or validity of files, transactions, data and/or documents generated through the use of the Services.

WKTS is not responsible for the hardware, computer programs, products, services or (the content of) websites of Third Parties. WKTS cannot be held liable for the failure of any infrastructure (computer programs and/or hardware) of Third Parties.

Nothing in this Agreement shall limit or exclude the liability of either Party for death or personal injury caused by its negligence, wilful misconduct, fraudulent misrepresentation or concealment or for any other liability which cannot be limited or excluded by applicable law.

The limitations of liability set forth in the Agreement shall only apply to the greatest extent permitted by the applicable law.

#### 11. INTELLECTUAL PROPERTY

Intellectual Property Rights associated with the Services and the Documentation belong exclusively to WKTS and/or its licensors.

To the extent WKTS makes the Services or Documentation available in the context of the supply of the Services, WKTS grants Customer for the term of the Agreement or the relevant subscription to the Services, for each Customer and its Users a non-transferable, limited, non-exclusive licence to Use the Services or Documentation.

Without prejudice to the rights under the legislation relating to the protection of computer programs, Customer and the Users may not in any way: (i) modify, translate or adapt the Service or Documentation; (ii) decompile, reverse-engineer or disassemble the Service; (iii) (where applicable) copy any part of the Service, except to make a back-up copy solely for recovery purposes and which shall be marked as back-up copy; and/or (iv) pass on, dispose of, grant as a sub-licence, lease, lend or distribute the Service or Documentation to a Third Party.

In the event of the termination or suspension of a Service, the associated licences are also automatically and immediately, terminated or suspended. Customer undertakes and ensures that in the event of the termination of a Service, it will immediately, as applicable, cease the use of and/or return the Service, the Documentation and all copies thereof to WKTS, and delete and/or destroy them.

Customer must take all necessary measures to protect and ensure that persons working under its authority protect WKTS' Intellectual Property Rights.

Except for more specific stipulations that may apply where appropriate, Customer grants to WKTS a non-exclusive licence, for the term of the Agreement, to mention as a reference and to use and communicate the trade name and trademarks of Customer in relation to this Agreement solely for its own commercial communications, whether internal or external, including on its websites, press releases, presentations, brochures and assimilated media. Upon termination of the Agreement, WKTS shall cease the use and remove any mention of the trade name and trademarks of Customer from its commercial communications within a reasonable timeframe.

#### 12. THIRD PARTY COMPONENTS

The Services may incorporate or be delivered with one or more component which may include Third Party Components. Such Third Party Components may be subject to different licence agreement terms, disclaimers of warranties, limited warranties or other terms than those set forth herein, and require Customer to accept such terms. Customer hereby agrees to the applicable terms and conditions related to Third Party Components.

Third Parties are responsible for Third Party Components and will be solely responsible for providing maintenance and support services with respect to such Third Party Components, as specified in the Third Party end user license agreement, as the case may be, or as required under applicable law.

WKTS shall under no circumstances be liable for any shortcoming imputable to a Third Party Component.

#### 13. PRIVACY

For the purpose of this Clause, "personal data", "processing", "data subject", "data controller", "data processor" and "supervisory authority" shall have the meanings set out in the applicable Data Protection Legislation.

Customer acknowledges that it is inherent to the Services that Customer and Users reveal personal data which are being presented through the Services and that may be shared with other customers of WKTS or Third Parties. With regard to the personal data submitted by Customer or Users to WKTS, which are recorded in databases and processed, WKTS undertakes to comply with the applicable Data Protection Legislation and in accordance with the principles laid down in the Privacy Policy.

Customer warrants having received all prior, individual and necessary approvals and authorizations from Users to allow WKTS such processing of personal data. Customer will hold harmless and indemnify WKTS against any damage, loss, costs or expenses that may arise as a result of Customer's failure to obtain all individual and necessary approvals.



Customer acknowledges that it is inherent to the Services that Customer collects and processes personal data of Users and/or of Third Parties (including other customers) and he/it shall be qualified in this regard as a data controller and/or data processor. In this respect, Customer warrants that he/it complies and shall comply with Data Protection Legislation applicable to Customer in relation to all personal data processed by Customer in respect of which he/it is a data controller and, if Customer processes personal data as a data processor, that Customer has complied with all instructions from the data controller of such personal data. Furthermore, Customer warrants that he/it fulfils all necessary requirements to inform data subjects of the processing of their personal data, including but not limited to the public notification with the competent authority where required under applicable Data Protection Legislation.

Customer ensures that Users are informed of the terms of the Privacy Policy and agree thereon.

#### 14. CONFIDENTIALITY

The Party receiving Confidential Information may use the information solely for the purpose of furtherance of the business relationship between Customer and WKTS, and shall not disclose such Confidential Information to any Third Party, except solely on a need-to-know basis, as long as such Third Party is bound by similar confidentiality obligations.

The Party receiving Confidential Information shall take all appropriate measures by instructions and agreements prior to disclosure to an authorised Third Party, employee or person working under its authority to assure against unauthorised access, use or disclosure, theft and loss.

Upon completion or termination of this Agreement, the Party receiving Confidential Information agrees that all Confidential Information received from the other Party, including all copies in any form, shall be, as appropriate, deleted or returned to the Party disclosing the Confidential Information.

Each Party shall retain all rights, titles and interests to such Party's Confidential Information.

This Clause shall survive the termination/expiry of the Agreement for a period of three (3) years.

#### 15. PRICE

The Price for a Service is the one mentioned in the Purchase Order.

WKTS does not give credits or refunds for Prices already due or paid, except as specified elsewhere in the Agreement.

Without prejudice to the right of WKTS to issue new prices for the Services from time to time, in accordance with the procedure stated in Clause 20 (Modifications), WKTS reserves the right to adjust and amend the Price annually, in January, as from the second calendar year following the Subscription to the Services, without prior notice, pursuant to the following formula:

$$P1 = PO \times (0.2 + 0.8 \times (S1/S0))$$

Whereby:

P1 = new price

PO = initial price

S0 = wage cost in the technology industry (national average published by AGORIA) of the month of December preceding the conclusion of the Agreement

S1 = wage cost in the technology industry (national average published by AGORIA) of the month of December preceding the indexation applied in January.

#### 16. INVOICING AND PAYMENT

Unless otherwise provided in the Purchase Order or the invoice, the following principles shall apply to the invoicing and payment of Prices and Taxes and Costs.

Prices will be invoiced monthly or annually, as defined at the discretion of WKTS. Customer has the option to pay the invoices by bank transfer or, if available and provided in the Purchase Order, the STC or the invoice, using a direct debit arrangement or other payment modalities.

The full invoiced amount is payable within 10 (ten) days as of the invoice date.

If any invoice has not been paid on the due date, an interest charge at the annual rate of 7% (seven per cent) will be levied automatically and without prior notice, from the due date until it is paid in full (without prejudice to WKTS' other rights and remedies).

Any complaint regarding an invoice must be lodged with the invoicing Affiliate of WKTS in writing by registered letter within 15 (fifteen) days of the invoice being received. Once this period has expired, the dispute will be considered as inadmissible and the invoice will be deemed to have been accepted irrevocably and in full by Customer.

Customer accepts that WKTS may issue invoices electronically. Customer acknowledges and accepts that it is responsible for the appropriate storage of the electronic invoices and for the fulfilment of all other legal requirements with respect to receiving electronic invoices.

Customer expressly waives its right to set-off claims of whatever kind and nature they may have, against WKTS' claims for payment under the Agreement.

#### 17. TERM

The Agreement takes effect as from the initial Effective Date and shall continue until all subscriptions to the Services have expired or until it is terminated earlier pursuant to the terms of this Agreement.

Customer subscribes to each Service for the term mentioned in the Purchase Order, taking effect as from the applicable Effective Date.

In the event that no term is stated, the subscription is for an initial period of one year starting from the applicable Effective Date.

The term of any subscription will be tacitly extended for successive periods of one year, unless either Party gives written notice by registered letter to the other Party that the term of the subscription to the Service will not be so extended, at least 3 months before the scheduled date of expiration of the initial or extended term.

#### 18. SUSPENSION

WKTS reserves the right to suspend at its sole discretion on the level of a Customer, Key User and/or User, the provision and access to the Services wholly or partially with immediate effect, without prior notice of default and without giving Customer any right to compensation, in the event:

- WKTS has any reason to suspect that the confidentiality and/or security of the Means of Access has been breached or that the Services are being misused;
- the Customer and/or its Users provide incorrect information to WKTS;
- an account has not been used during a period of three (3) months;
- of any breach by Customer and/or any of its Users of the terms of the Agreement, or in the event of complaints by Third Parties (including other WKTS customers) against Customer.

Customer will be notified of such suspension and Customer is not released from its obligation to pay the Price during the suspension period.

#### 19. TERMINATION

To the extent permitted under applicable law, either Party may, by notifying in writing via registered letter, without prejudice to its right to full compensation, terminate the Agreement without additional notice of default, with immediate effect, without the prior intervention of a judge and without prejudice to its other rights and remedies, if:

- the defaulting Party commits any irremediable breach of the Agreement; or
- the defaulting Party commits a breach of any of its obligations under the Agreement and, if the breach is capable of remedy, fails to cure such breach within 30 (thirty) days after receiving notice by written registered letter from the non-defaulting Party specifying the breach and requiring it to be remedied or, even if the breach is cured within the timeframe provided, the defaulting Party commits the same breach in a persistent manner; or
- the Party is in a situation, or threatened situation, of cessation of business activities of any kind or is unable to pay its debts; or enters into or proposes to enter into any composition or arrangement with its creditors or any class of them (other than for solvent restructuring); or if any circumstances arise which entitle a competent court or a creditor to appoint a receiver or administrator. In any such events, all amounts paid by that Party shall be regarded as definitively acquired.

Termination by Customer may never give rise to the reimbursement of monies already paid.

#### 20. GENERAL

• **Modifications:** In view of the provision by WKTS of its Services and also given the further development of the Services, WKTS reserves the right to make changes and modifications from time to time to the Agreement, at its sole discretion, and notably to impose new or additional GTC, STC and/or Documentation.

Any change or modification to the Agreement will be effective as of the date mentioned by WKTS on its websites and/or Customer Profile. For any material changes to the Agreement, WKTS will take reasonable steps to Notify Customer of such changes. In all cases, continued Use of the Service by Customer after publication of such modifications, with or without Notification, constitutes binding acceptance of the modified Agreement.

• **Force Majeure:** Neither Customer nor WKTS shall be liable, except to pay the Prices and the Taxes and Costs due and owing, for any delay or failure in performance due to Force Majeure, and shall not be responsible for any damage caused by the non-compliance or delay in compliance of obligations resulting from Force Majeure.

• **Survival:** Provisions under the Agreement whose intention and scope are designed to remain in existence, shall survive the termination, expiry, fulfilment or cancellation of the Agreement.

• **Assignment:** None of the rights and obligations arising from the Agreement may be assigned by Customer to a Third Party, even in the event of a merger, split or partial contribution, without the prior written consent of WKTS. Any attempted unconsented assignment shall be void and of no effect. Notwithstanding any consented assignment by Customer, Customer shall remain liable for the payment of all amounts due under the Agreement.

WKTS reserves the right to assign any right or obligation under the Agreement to any Affiliate of the Wolters Kluwer Corporate group or to any Third Party.

Customer shall not resell to, make available for use by, or otherwise transfer title to any Service to, any User or other Third Party, including any reseller, without prior written consent of WKTS.

• **Severability:** If any clause herein conflicts with a statutory or regulatory stipulation for the protection of a particular category of persons, that clause must be deemed inapplicable to those persons.

If a provision of the Agreement is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, if possible, and insofar as such clause is invalid, illegal or unenforceable, be replaced by a valid, legal

and enforceable clause reflecting as closely as possible the initial intentions of the Parties.

If the invalid, illegal or unenforceable provision cannot be validly replaced, then no effect shall be given to said clause and it shall be deemed not to be included in the Agreement, such without affecting or invalidating the remaining provisions of the Agreement.

• **Disputes - Applicable laws:** The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Agreement, or any breach thereof.

For the validity, application, interpretation, performance and implementation of the Agreement, Belgian law shall apply exclusively, as if performed wholly within Belgium, and without giving effect to the principle of conflicts of law. Subject to the right of WKTS to sue Customer before the competent court in Customer's jurisdiction, the courts in Brussels shall have exclusive jurisdiction for all disputes that may arise from the Agreement.

#### B. WKTS SPECIAL TERMS AND CONDITIONS

Services may be subject to STC. STC are available online at the following link:

<http://www.wktransportservices.com/en/tc-carriers>.

Client acknowledges having verified the list as available via this link and having read and accepted the STC applicable to the Services subscribed, if any.

If the STC deviate from or contradict the GTC, the stipulations laid down in the STC take precedence over those in the GTC.