

## **Business Terms**

### **1 Definitions**

- 1.1 **Agreement:** the written agreement between the Customer and Rear Window consisting of the Quotation and the Business Conditions.
- 1.2 **Party:** the Customer and/or Rear Window.
- 1.3 **Rear Window, we or us:** Rear Window BV, a private limited company under Belgian law with registered office at Diestsesteenweg 71, 3010 Leuven and company number 0762.549.266.

### **2 Applicability of Business Terms and Agreement**

- 2.1 These business terms and conditions ("**Business Terms**") apply to all quotations from Rear Window ("**Quotations**") and to all work that Rear Window performs for its clients ("**Customer**"), as further described in the Quotation (the "**Services**") and related materials (the "**Deliverables**").
- 2.2 The Quotations issued by Rear Window are binding for a maximum period of 30 calendar days from the date on which the Quotation is issued, unless stated otherwise in the Quotation.
- 2.3 The Agreement is only concluded if the Customer has unconditionally accepted the Quotation within its period of validity.
- 2.4 Only these Business Terms and Conditions apply to the Agreement. By (digitally) signing the Quotation, the Customer undertakes to be bound by these Business Terms and Conditions. Any general, special or other terms and conditions of the Customer are explicitly excluded and do not apply. These Business Terms and Conditions can only be deviated from if the Parties have expressly agreed so in writing.

### **3 Services and Deliverables.**

- 3.1 If applicable, the Parties will jointly discuss which terms and conditions apply to the participants (being the natural persons who will place a Telraam device). Absent an express written agreement to the contrary, Rear Window's standard terms and conditions of participation (available at <https://telraam.net/nl/terms-of-use>) shall apply.
- 3.2 The Services may include advice and recommendations. The use of these and/or the choice to implement (or have implemented) these advice and recommendations is the responsibility of the Customer.
- 3.3 Rear Window will provide the Services in accordance with Belgian law. The Customer acknowledges that Rear Window has no knowledge of the (sector) specific and/or - as far as non-Belgian Customers are concerned - local, national legislation and/or local interpretations (e.g. by local national authorities and/or courts) of international legislation applicable to (i) (the activities and/or sector of) the Customer and/or (ii) the Services and Deliverables ("**Local Customer Legislation**"). In particular, the Customer undertakes to verify that the technology and methods used are in compliance with Local Customer Laws and indemnifies Rear Window against third party claims arising from any non-compliance with Local Customer Laws. Rear Window can in no way be held liable for non-compliance with Local Customer Laws.
- 3.4 The Customer acknowledges that, in performing this Agreement, Rear Window is dependent on the accuracy and completeness of the information provided by the Customer ("**Assumptions**") and that Rear Window shall not be responsible for any delay, additional costs or other damages resulting from the inaccuracy or other inadequacy of the Assumptions.
- 3.5 The Customer agrees, throughout the term of this Agreement, to (i) cooperate in good faith with Rear Window; (ii) provide reliable, accurate and complete information to Rear Window in a timely manner; (iii) make timely decisions and deliver required approvals; and (iv) to the extent applicable, provide Rear Window's personnel with proper resources and facilities for the performance of the Services.
- 3.6 Unless otherwise expressly agreed in writing, all Services and all Deliverables shall be deemed

accepted if, within 10 calendar days of delivery, the Customer has not provided Rear Window with written notice specifically stating the grounds on which the Services or Deliverables are not accepted.

#### **4 Subcontractors and Personnel.**

- 4.1 Rear Window is entitled to engage or involve subcontractors in the performance of the Services.
- 4.2 Rear Window reserves the right to determine which employee(s) will be assigned to an assignment, as well as to change this employee during the assignment. In doing so, Rear Window will always take into account the required expertise and seniority.
- 4.3 Rear Window's employees are either employees or independent service providers of Rear Window and can never be considered employees of the Customer. The Customer, its employees and agents must refrain from exercising any form of employer authority over Rear Window's employees and/or giving any instructions, in particular instructions from which any employer authority would be derived. The consequences of a violation of this prohibition shall be borne by the Customer.
- 4.4 Unless Rear Window gives its express prior written consent, the Customer shall not approach, offer employment contracts or otherwise contract Rear Window employees involved in the performance of the Agreement as employees or independent service providers during the term of the Agreement and 12 months thereafter. In the event of a breach of this provision, the Customer shall be liable to pay damages to Rear Window in the amount of the gross annual salary (including all benefits and employer contributions) of the affected employee at the time of termination of the employment or cooperation agreement with Rear Window (as applicable).

#### **5 Fees and Payment.**

- 5.1 The Customer shall pay fees in accordance with the Agreement.
- 5.2 Unless otherwise expressly agreed in writing, the Services and Deliverables will be charged directly. The Customer will reimburse Rear Window for all reasonable and provable expenses incurred in connection with the performance of the Agreement, including, but not limited to, travel and subsistence expenses.
- 5.3 Rear Window shall invoice the Customer in accordance with the billing dates set forth in the Quote. Unless expressly provided otherwise, Rear Window shall be entitled to invoice the full amount upon signature delivery of sensors.
- 5.4 The Customer shall pay the invoices in Euros within 30 calendar days of the invoice date.
- 5.5 The amounts stated in the Quotation are exclusive of VAT and other taxes and duties. All taxes, duties and/or levies of any kind relating to the Services and/or Deliverables, including new taxes, duties and levies that would be introduced after the conclusion of the Agreement, shall be borne in full by the Customer.
- 5.6 The lack of any query, in writing, of an invoice within 8 calendar days from the invoice date, implies the irrevocable acceptance of the invoices and the amounts mentioned therein.
- 5.7 In case of total or partial non-payment of the invoice on the due date:
  - 5.7.1 from this date, the Customer shall automatically and without prior notice be liable to pay default interest on the unpaid invoice amount at the interest rate in accordance with the Belgian Law of 02/08/2002 on combating late payment in commercial transactions, each month commenced counting for a full month;
  - 5.7.2 all other claims not yet due will become immediately payable;
  - 5.7.3 Rear Window reserves the right to suspend the performance of its obligations arising from the Agreement, and this without prior notice and without compensation; and
  - 5.7.4 Rear Window shall be entitled to charge an administrative cost of 15% of the total invoice amount, with a minimum of 65 Euros.
- 5.8 All costs resulting from enforcing payment through judicial means, including attorney fees, shall

be borne by the Customer.

- 5.9 All Deliverables and Materials delivered to the Customer shall remain the property of Rear Window until all amounts owed by the Customer for the Deliverables delivered or to be delivered or Services performed or to be performed, as well as the amounts referred to in this article, including interest and collection costs, have been paid to Rear Window in full.

## **6 Intellectual Property Rights.**

- 6.1 All intellectual property rights relating to the Services and Deliverables belong exclusively to Rear Window and/or its licensors and no provision of the Agreement is intended to transfer any intellectual property rights to the Customer or to any third party.
- 6.2 The Customer (i) hereby authorizes Rear Window to process, store in a database, analyze and make available to third parties and/or otherwise communicate or exploit through any means the anonymous traffic counts conducted through the Telraam devices and (ii) agrees that all intellectual rights relating to the traffic counts collected and any database into which they are incorporated by Rear Window shall be owned by Rear Window. To the extent necessary, the present article constitutes an unconditional, irrevocable and gratuitous assignment of any other right or claim that the Customer may assert thereon. The Customer warrants that the participants in the count shall also comply with this provision.
- 6.3 Rear Window grants to the Customer, subject to timely and full payment of the fee(s) specified in the Quotation and for the term of the Agreement, a non-exclusive, non-sublicensable, non-transferable access right to the Network Dashboard for the Customer's own use of these Deliverables.
- 6.4 The Customer also acquires a limited non-commercial use right to the Telraam Data at <https://telraam-api.net/> provided the Customer complies with the license terms published there. Any commercial reuse of this Telraam Data is only permitted on the basis of an additional, specific agreement between the Parties in this regard.
- 6.5 The Customer is only entitled to use the Deliverables for its own business purposes. It is expressly prohibited to resell and/or otherwise commercially exploit the Deliverables for the benefit of third parties.
- 6.6 Rear Window shall in no event be restricted from developing, for itself or for others, items, in tangible or intangible form, that are similar to the Deliverables and/or the Services and Rear Window shall be free to use its general knowledge, skill and experience and all ideas, concepts, know-how and techniques accumulated or used during the provision of the Services and in the creation of the Deliverables.
- 6.7 The Customer may not remove or alter any copyright, trademark, trade name or other intellectual or industrial property rights notices from the Deliverables, including notices of confidentiality and secrecy.
- 6.8 The Customer shall immediately notify Rear Window if it becomes aware of any infringement of Rear Window's intellectual property rights. Rear Window shall not be liable for any third party claim against the Customer as a result of, or in connection with, any infringement or alleged infringement of any intellectual property rights caused by the Customer's acts, omissions or improper use of the Services or Deliverables.
- 6.9 No part of the Quote(s) may be reproduced or otherwise distributed without Rear Window's permission. The Customer shall use the Quote(s) provided by Rear Window and Rear Window's knowledge and ideas contained therein solely for the purpose of evaluating the Quote(s).

## **7 Processing of personal data**

- 7.1 Each Party undertakes to comply with its obligations under Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (including any implementing legislation) in relation to any personal data that would be processed under this Agreement.

7.2 Rear Window processes personal data as described in its privacy policy (<https://telraam.net/en/privacy-policy>).

## 8 Confidentiality

- 8.1 Each Party shall treat as such all information received from the other Party that is designated as confidential, or whose confidential nature should reasonably have been apparent (hereinafter "Confidential Information").
- 8.2 The Confidential Information may be used only in the context of the Agreement and may be copied or reproduced only to the extent necessary for the performance of the Agreement. Each Party shall treat the Confidential Information of the other Party at least in the same manner as it treats its own Confidential Information and similar data.
- 8.3 Each Party agrees to keep all Confidential Information obtained by it in the course of the performance of the Agreement confidential and not to disclose it to third parties without the prior written consent of the providing Party, unless the receiving Party is compelled by competent authorities to disclose such information, in which case the receiving Party shall promptly notify the providing Party thereof.
- 8.4 The receiving Party shall return or destroy all Confidential Information (including any copies thereof) belonging to the providing Party upon termination of the Agreement.
- 8.5 Current Article 8 shall not apply to Confidential Information that: (i) has already become publicly known without disregard by the receiving Party of present Article 8; (ii) has been independently developed by one Party, without using the Confidential Information of the other Party; (iii) has been received from a third party on whom there was no obligation of confidentiality in relation to such information; (iv) was already in the possession of the receiving Party, without obligation of confidentiality.
- 8.6 The obligations under this Article apply both during the Term and for five (5) years after the termination of Agreement.

## 9 Duration and termination

- 9.1 The Agreement is entered into for (i) the term specified in the Quotation or, (ii) if the term is not specified in the Quotation, for an indefinite term, in which case the Agreement shall continue until the completion of the Services, unless terminated earlier in accordance with the terms of Agreement.
- 9.2 Without prejudice to its other rights, each Party may, with immediate effect, without judicial intervention, and without owing any compensation for this, terminate the Agreement by written notice to the other Party in the following cases:
- 9.2.1 in the event of a material breach by the other Party of an obligation under the Agreement and, where it is still possible to perform the obligation, if the breaching Party has failed to perform the obligation within a period of 30 calendar days after receipt of a written notice of default;
- 9.2.2 if the other Party is declared bankrupt by a court of competent jurisdiction, or is in a state of apparent insolvency or cessation of payments;
- 9.2.3 if, due to a case of force majeure, it has become impossible for one of the Parties to perform its obligations (with the exception of any payment obligations) under the Agreement for a continuous period of 30 calendar days.
- 9.3 In the event of termination of the Agreement, for whatever reason, the Customer shall remain obligated to pay all amounts already owed to Rear Window prior to termination and all other outstanding claims of Rear Window against the Customer shall become immediately due and payable.

## 10 Warranty

- 10.1 Rear Window will perform the Services in a professional manner and with reasonable care and skill. Rear Window in no way guarantees that the Services and/or Deliverables will provide the

Customer with its intended results and/or that the Customer will be able to achieve its objectives, whether or not the Customer has communicated such intended results or objectives to Rear Window.

- 10.2 The Customer acknowledges that due to the technology used, the counts inherently have a certain margin of error, as further explained on Rear Window's website.
- 10.3 The Customer acknowledges that, unless otherwise expressly provided, all of Rear Window's commitments under this Agreement constitute resource commitments.
- 10.4 If Rear Window resells goods (e.g., Telraam v1-devices), the applicable warranty terms of the manufacturers involved shall apply to the goods (including, e.g., the terms of Gotron BV, <https://www.gotron.be/verkoopsvoorwaarden>). To the extent permitted by law, Rear Window makes no (additional) warranties with respect to, and is not responsible for, third-party products or services.
- 10.5 If Rear Window sells its own goods, in particular Telraam S2 (indoor/outdoor), the legal warranty regulations apply. The customer must report the defect to Rear Window within 2 months of detection, otherwise the warranty is void.
- 10.6 Damage resulting from careless use (e.g. dropping the sensor, using a different adapter,...) is not covered by the warranty.
- 10.7 Unless expressly provided otherwise, Rear Window is not responsible for connectivity of the Telraam device via wifi (Telraam v1) or LTE-m/NB-IoT (Telraam S2) at the site of installation. The customer should verify in advance that the location where he wishes to install the device has sufficient signal quality.
- 10.8 This article defines Rear Window's sole warranty, and is expressly made in lieu of all other warranties, express or implied, including warranties of fitness for a particular purpose or any other warranty.
- 10.9 Rear Window will use all reasonable means so that the Telraam.net and telraam-ai server will have an availability of at least 99%.

## 11 Liability

- 11.1 Rear Window's liability under the Agreement is limited to damages of the Customer that are the direct result of gross negligence, intent or fraud on the part of Rear Window or its appointees.
- 11.2 Per claim, Rear Window's liability shall be limited to (i) the amounts effectively paid by the Customer during the 6 months preceding the claim or (ii) fifteen thousand euros (€15,000), whichever is less. The total liability of Rear Window arising from the Agreement shall in all cases be limited to a maximum of the invoice amount for the Services provided.
- 11.3 In no event shall Rear Window be liable for indirect, incidental, special, future, speculative, exemplary or punitive damages or losses or consequential damages (including but not limited to, damages due to business interruption, loss or corruption of data, loss of revenue, revenue or profit, loss of anticipated savings, loss of competitive advantage or goodwill, loss of opportunity, the cost of arranging substitute services, reputational damage) arising out of this Agreement, regardless of the cause of such damages or losses, even if such damages or losses were foreseeable.

## 12 Other provisions

- 12.1 Rear Window is entitled to use the Customer's logos and name as a reference in publicity regarding its services.
- 12.2 The Customer shall not assign or transfer its rights or obligations under the Agreement to any third party without Rear Window's prior written consent.
- 12.3 With respect to the Agreement, each Party shall be deemed an independent contracting party and no Party shall be entitled to represent or bind the other Party. Nothing in the Agreement or these Business Terms shall create or have created a joint venture, partnership or agency relationship between the Parties.

- 12.4 If any provision of the Agreement is found to be invalid or unenforceable, the other provisions shall nevertheless remain in full force and effect. The invalid or void provision will in that case be reduced to a provision with an equal or similar economic effect to the maximum as permitted under applicable law.
- 12.5 Additions and amendments to the Agreement are possible only if agreed in writing between the Parties.
- 12.6 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties.
- 12.7 Except with respect to payment obligations, neither Party shall be liable for delays or any other form of non-compliance resulting from circumstances or causes beyond its control, including, but not limited to, acts or omissions or the default of the other Party or a third party (not subcontracting for Rear Window, unless it is also affected by force majeure), fire or other accident, natural disaster, epidemic, strike or labor dispute, war or other violence, failure of telecommunications lines and third-party information equipment, or any law, order or requirement of any governmental agency or authority, or any other circumstances beyond its reasonable control.
- 12.8 Belgian law shall govern this Agreement. In case of disputes, the Belgian courts of Leuven shall have exclusive jurisdiction.