Annex 1 : I-Spect Terms of Service

1 General and Scope

1.1 These Terms of Service ("Terms of Service"), together with its annexes and the Privacy Policy, govern the use of the I-Spect asset inspection platform (the "Platform") of SkyeBase BV ("SkyeBase", see contact information below).

They apply to each Order Form or Statement of Work executed between SkyeBase and the Client (as identified in an Order Form) and to the Services. Deviations are only valid if expressly stipulated in writing.

1.2 If you are an employee (or contractor) of the Client entering into this Agreement on its behalf, you represent and warrant that you (i) have full legal authority to bind the Client; (ii) have read and understand this Agreement; and (iii) agree to this Agreement on behalf of the Client.

1.3 These Terms of Service also apply to Trial Users. They will have a (limited) Trial Account, of which SkyeBase shall determine the scope. Trial Users will have all rights and obligations of the Clients during the Trial Term, unless expressly stated otherwise herein or if the context requires otherwise. For the avoidance of doubt, any reference to "Client" shall imply a reference to "Trial User" for the purpose of a Trial Account.

2 Definitions

In these Terms of Service, unless otherwise specified, the following definitions will apply:

"Add-On": an addition of a certain Feature or Functionality that is not included in the applicable Subscription Plan. SkyeBase is free to determine which specific Feature and Functionality it may offer separately.

"Agreement": the entire contractual relation between the Parties, including these Terms of Service, its annexes, any Order Form and any Statement of Work (as applicable).

"Authorized User": a physical person in Client's organisation (employees and contractors) who is granted access to the Platform to use it by feeding it with content (such as Client Data). The number of Authorized Users is limited as per the applicable Subscription Plan as identified in the Order Form. Only one Authorized User is included in a subscription, unless the applicable Subscription Plan provides otherwise.

"Business Day": a normal working day of SkyeBase from 8.30 a.m. to 5.30 p.m. CET, from Monday to Friday, excluding public holidays in Belgium.

"Client Data": all data proprietary to, or held by the Client which is inputted or uploaded by a User on its behalf when using the Platform and as processed or stored by SkyeBase as a result of a User using the Platform. Client Data shall also include output data resulting from the processing by the Platform of the entered data by the Client, the Authorized User or the End User.

"Client Personal Data": the personal data proprietary to or held by the Client, which is inputted or uploaded by the Client, the Authorized Users or the End Users when using the Platform and as processed or stored by SkyeBase as a result of the Client, the Authorized User or the End User using the Platform.

"Data Storage Fee": the amounts payable by the Client to store Client Data or Client Personal Data on the Platform as specified in the Order Form.

"Order Form": the applicable Subscription Plan and (as applicable) the nature, the number of, and other specifics of the Platform subscribed by the Client (and/or any additional Services), which forms an integral part of the Agreement. The Order Form can be agreed via click through or via email (as applicable).

"Confidential Information": the information of a Party, whether in written, oral, electronic or other form, and which (i) is marked as confidential, or (ii) should reasonably be considered confidential, regardless of whether or not it is expressly marked as confidential, including but not limited to, all materials, papers, databases, drawings, diagrams, calculations, figures, procedures, processes, business methodologies, contracts (including this Agreement), financial, technical and legal information, budgets, sales marketing, public relations, advertising and commerce plans, ideas, strategies, projections, business plans, strategic expansion plans, products, product designs, private Client Data.

"Effective Date": the effective date as set forth in the Order Form.

"End User": any individual to whom the Client will give access to the Platform and who will be able to use the Platform as an end user.

"Functionalities": the functionalities available in Platform as included in the applicable Subscription Plan such as (without limitation) number of monthly responses, number of Authorized Users, possibility to white-label and any other variable specific to a certain Subscription Plan. SkyeBase reserves the right to add or evolve Features or Functionalities at any time.

"Hosting Partner": Amazon Web Services EMEA (or such other provider of hosting services SkyeBase might contract in the future).

"Intellectual Property Rights": patents, trademarks, copyrights, rights in software programs (both in object code and source code), design rights, database rights, proprietary rights in know-how, business names, and trade names (non-exhaustive list) and generally all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the afore listed which may subsist anywhere in the world, and any other intellectual or industrial property rights in any country and any existing or future applications for or registrations of such rights.

"Maintenance Services": the maintenance and support services related to the Platform.

"Parties" means the Client (or the Trial User, as applicable) and SkyeBase (each a "Party").

"**Services**": the Platform and all services provided by SkyeBase in relation thereto, such as the Maintenance Services and Additional Services

"Additional Services Fee": the fees specified in the Order Form or the Statement of Work (as applicable) in respect of the Additional Services.

"Additional Services": additional development, implementation, consultancy, and integration services (including, but not limited to customisations) or such other services in relation to the Platform to be delivered by SkyeBase as may be agreed between the Parties from time to time.

"Statement of Work": a written document describing the Services that SkyeBase is to provide in connection with the Platform.

"Subscription Fees": the fees payable by the Client to gain access to and use the Platform and to receive the agreed Maintenance Services as specified in the Order Form.

"Subscription Plan": the commercial feature-based model pursuant to which the Client purchases access to the Platform. Each Subscription Plan comes with a different Subscription Fee and includes different Functionalities.

"Trial Account" means an account to which a Trial User subscribes free of charge, but which is only available during the Trial Term and for limited use of the Platform only (as set out in this Agreement).

"Trial Term" means the limited term of seven (7) or fourteen (14) days (as indicated by SkyeBase) to use the Platform as part of a Trial Account.

"Trial User" means a legal entity who is not a Client, has not been a Trial User previously and subscribes free of charge to a Trial Account subject to the terms of this Agreement.

"User": any user of the Platform, such as the Client, the Authorized User or the End User.

3 License

3.1 Subject to the Agreement and timely payment of the Subscription Fees, SkyeBase grants to the Client a non-exclusive, non-transferable and non-assignable license, without the right to sublicense, to use the Platform through its Authorized Users for its internal business purposes and to make the Platform available to the End Users.

3.2 With respect to Trial Accounts, the Trial User is granted a limited, revocable, non-exclusive, non-transferable right to use the Platform during the Trial Term and subject to the Trial User's continued compliance with this Agreement, it being understood that Trial Users are not charged any Subscription Fees during the Trial Term. The scope of the Trial User's right to use the Platform shall be determined by SkyeBase in its sole discretion as shall be limited to the Functionalities made available by SkyeBase in the Platform. SkyeBase shall at all times be entitled to change the scope of the Trial User's rights.

3.3 The extent of the licenses granted under this Agreement is restricted to the scope expressly set forth herein, and there are no implied licenses under this Agreement. SkyeBase reserves any right not expressly granted to the Client hereunder.

3.4 The Client shall comply with all applicable laws relating to the use of the Platform. The Client acknowledges that the Platform may include encryption and may, accordingly, be subject to export or other restrictions.

3.5 Unless to the extent permitted by this Agreement or applicable law, the Client shall not directly or indirectly (including without limitation through the actions of any of its Authorized Users, End Users, agents, contractors, employees, representatives, subcontractors, or in general, any third party) (i) arrange or create derivative works based on the Platform without SkyeBase's express written consent; (ii) assign, distribute, sub-license, hire, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Platform , or use the Platform on behalf of any third party or make them available to any third party, nor allow or permit a third party to do any of the same; (iii) copy, duplicate, reverse engineer, reverse compile, disassemble, record or otherwise reproduce the Platform or any part of them except as expressly provided in this Agreement; (iv) remove or alter any copyright or other proprietary notice on any of the Platform.

3.6 The Client acknowledges that the Services may contain advice and recommendations, based (solely) on the information available on the Platform which may be incomplete or incorrect. Unless explicitly agreed otherwise, the Client bears full responsibility for the use and/or implementation of such advice and recommendations.

3.7 SkyeBase will provide the Client with reasonable technical support services in accordance with SkyeBase's standard practice during Business Days. SkyeBase will aim to respond to helpdesk tickets (whether initiated via mail or via any other communication channel used in any prior discussions between SkyeBase and the Client) within two (2) Business Days.

4 Users and accounts

4.1 To be able to access the Platform and/or use the/certain Functionalities, the User will need a User Account. To this end, the Client shall determine which persons shall be authorized ("Authorized Users") to use the Platform and in what capacity.

4.2 If the User already has an account, the User can log in using a login name (e-mail address) and password. The User Account is unique, and every User may only have 1 (one) account.

4.3 The use of the Platform is reserved to Users who unconditionally accept the applicable Terms of Use and the Privacy Policy. If a User does not agree to such documents or the modifications thereto, that User is obliged to stop using the Platform. In no case shall such justify a claim or compensation for the Client. The Client is responsible for its Users' use of the Platform and their compliance with the Terms of Use and the Privacy Policy."

5 Subscription Plans

5.1 The Platform is provided pursuant to different Subscription Plans, who give access to different Functionalities. The Client shall be entitled to use such Functionalities as set out in the applicable Subscription Plan (as specified in the Order Form) or as additionally ordered in accordance with clause 4.2 below.

5.2 If the Client wishes to use additional Functionalities other than included in the applicable Subscription Plan, it may at any time request the purchase of Add-Ons for which the Parties shall sign a new Order Form. Upon request, SkyeBase shall inform the Client of which Add-Ons are available and the applicable costs.

6 Usage Control

6.1 SkyeBase has the right to monitor and inspect the usage of the Platform by the Client (including but not limited to monitoring the use of the applicable Functionalities and Add-Ons) to ensure that the Subscription Fees paid by the Client are correct. If such inspection or monitoring shows that the Client has underpaid , without prejudice to any other rights and remedies available to SkyeBase, the Client shall promptly pay the amount of such underpayment to SkyeBase together with any applicable late payment interest.

7 Additional Services

7.1 The Client may request SkyeBase to perform certain Additional Services and SkyeBase may in its sole discretion agree to provide such Additional Services. In such case, the Parties shall enter into an Order Form or Statement of Work detailing the scope of the Additional Services to be provided and the applicable Additional Services Fees which may be on a time and material basis or fixed price basis. Any such Additional Services shall be provided in accordance with this Agreement.

7.2 During the execution of the Additional Services, SkyeBase reserves the right to reassign or remove any of its resources in its sole discretion.

7.3 The Client agrees that in order for SkyeBase to effectively perform the Additional Services in a proper, timely and efficient manner, the Client must cooperate with SkyeBase in good faith.

8 -Client Data

8.1 The Client acknowledges that the Platform consists of certain algorithms and artificial intelligence and that for a proper and seamless functioning of the Platform, the Client is responsible to feed the Platform with sufficient Client Data.

8.2 All Client Data remains property of the Client. The Client hereby grants SkyeBase a non-exclusive, royalty-free, worldwide, non-revocable, sublicensable, transferable, perpetual (with as a minimum the

duration of any Intellectual Property Rights) license to use, copy, store, modify, transmit and display such Client Data (including any other content and information provided, transmitted or uploaded through the Platform) for the performance of its obligations under this Agreement and to improve the functioning and provision of the Services.

8.3 The Client authorizes SkyeBase to use the Client Data for the purpose of improving SkyeBase's models and Services (including but not limited to training algorithms, building statistical models and profiles), yet subject to confidentiality obligation set forth in clause 11 of these Terms of Service. Notwithstanding anything to the contrary, SkyeBase shall have the right to collect, analyse, derive and generate data, meta-data and other information relating to the Client Data and use the same for the provision, use and performance of various aspects of the Services and related systems and technologies. SkyeBase will be free (during and after the Agreement) to use such Client Data and derivative data at its sole discretion and including for commercial purposes, to test, improve and operate the Services and for other development, diagnostic and corrective purposes in connection with the Services and other SkyeBase offerings. SkyeBase may publicly disclose information about the use of the Services for commercial purposes, without disclosing the Clients Data as such. S

8.4 The Client warrants to SkyeBase that the Client Data shall not infringe the rights of any third party (e.g., Intellectual Property Rights), and shall not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

8.5 The Client acknowledges and agrees that it shall solely be responsible for the Client Data that is distributed or accessible through the Platform, including its accuracy and correctness. In particular, the Client represents and warrants that no Client Data is distributed through the Platform that in any manner in SkyeBase's sole discretion: (i) violates any applicable, local, state, national, regional or international law, statute, ordinance or regulations; (ii) is illegal, criminal, deceptive, fraudulent or any other action that is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, invasive of others privacy, hateful racially, ethnically or otherwise objectionable; (iii) adversely or negatively affects or reflects the name, reputation or goodwill of SkyeBase and/or its Services.

8.6 The Client acknowledges and agrees that any violation by the Client of the provision of this clause 8 shall entitle SkyeBase, at its sole option (i) to terminate (or alternatively, at SkyeBase's option, refuse or suspend any access to and use of the Platform) for material breach, subject to prior notice, without prejudice to any other rights or remedies available to SkyeBase; and/or (ii) immediately remove or block the concerning Client Data.

9 Hosting

9.1 The Client acknowledges and agrees that in order to use the Platform to the fullest extent, it needs appropriate hardware, networks, operating systems, data transmittal lines with appropriate communication applications and environments.

9.2 The Platform will be hosted in the datacentres of the Hosting Partner. The Client represents and warrants that it accepts the applicable terms and conditions of the Hosting. The current version of the applicable terms and conditions can be found on https://aws.amazon.com/service-terms/, while the Hosting Partner may unilaterally change its terms and conditions. Unless expressly agreed otherwise, only the Hosting Partner's terms and conditions apply to the hosting services, excluding the application of (without limitation) any warranties, indemnification and maintenance and support provided by SkyeBase in respect of the Platform.

9.3 SkyeBase does not give any direct, indirect, explicit or implicit, warranty whatsoever to provide uninterrupted availability of the Platform. However, SkyeBase shall use its best efforts to provide a continued availability of the Platform. In no event shall SkyeBase be responsible for any down-time that is caused by the Hosting Provider (especially if there is no intentional or serious misconduct).

9.4 The Client acknowledges that the hosting services and the Platform might not be available during periods of planned maintenance. If reasonably feasible, any planned maintenance will be performed outside of Business Days and SkyeBase will inform the Client as soon as reasonable possible of any planned maintenance.

9.5 SkyeBase and the Hosting Provider reserve the right to conduct any unplanned maintenance at any time if necessary for security reasons or other reasons requiring immediate maintenance. SkyeBase or the Hosting Partner will not be held liable for any damages resulting from such unavailability of the Platform .

10 Intellectual Property Rights

10.1 SkyeBase is and remains the sole and exclusive owner of all Intellectual Property Rights related to the Services (including any new versions, updates, customizations, enhancements, modifications or improvements. Except for the limited license granted pursuant to clause 3 , no other rights in respect of the SkyeBase Intellectual Property Rights shall be granted or transferred to the Client in connection with this Agreement. Nothing in this Agreement shall convey any title or proprietary right or Intellectual Property Rights in or over the Services to the Client or any third party. The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Platform, or visible during its operation or on media. For the avoidance of doubt, the Client is not entitled to download or otherwise receive any copy of SkyeBase's software (especially source code), unless expressly agreed otherwise.

11 Confidentiality

11.1 Each Party shall treat as confidential and keep secret all Confidential Information of the other Party and shall not disclose it to any third party, other than its employees, advisors, agents or consultants where such disclosure is necessary for the performance of this Agreement and provided that they are bound by confidentiality obligations at least a strict as those provided herein. The receiving Party shall not use the received Confidential Information for any purpose other than the performance of its obligations under the Agreement.

11.2 Each Party shall i) take sufficient measures to maintain the confidentiality of all received Confidential Information. (ii) not copy or otherwise exploit any component of the Confidential Information other than as provided herein, nor make any disclosures with reference thereto to any third party; (iii) ensure that all copies of the received Confidential Information (made in accordance with the provisions of the Agreement) contain a permanently legible reproduction of the other Party's copyright notice and a confidentiality notice; (iv) promptly notify the other Party if it becomes aware of any breach of confidence and give the other Party all reasonable assistance in connection with the same.

11.3 The provisions of this clause shall not apply to any information which (i) is published or comes into the public domain other than by a breach of the Agreement; (ii) can be proven to have been known by the receiving Party before disclosure by the disclosing Party; (iii) is lawfully obtained from a third party that is not bound by a duty of confidentiality; or (iv) can be shown to have been created by the receiving Party independently.

11.4 If and to the extent required in accordance with a judicial or other governmental order, the receiving Party may disclose received Confidential Information, provided that the receiving Party (i) gives the disclosing Party reasonable notice prior to seek a protective order or equivalent, unless the receiving Party is legally prohibited from doing so; (ii) reasonably cooperates with the disclosing Party in its reasonable efforts to obtain a protective order or other appropriate remedy; (iii) discloses only that portion of the received Confidential Information that it is legally required to disclose; and (iv) uses reasonable efforts to obtain reliable written assurances from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection available under applicable law or regulation.

11.5 The obligations set out in this clause 11 shall enter into force as from the start of negotiations between the Parties and shall survive during five (5) years after the termination or expiration of the Agreement.

12 Privacy and Data Protection

12.1 The Parties shall comply with all applicable legal requirements regarding privacy and data protection, more in particular with the General Data Protection Regulation of 27 April 2016 ("GDPR") with respect to the processing of personal data (as defined in the GDPR).

12.2 In particular, the Client represents and warrants to SkyeBase that it has the legal right to disclose any personal data that is available to SkyeBase under or in connection with this Agreement (including, but not limited to, any personal data that might by disclosed by the Authorized Users or End Users while using the Platform) and that the Client has a valid legal ground to process such personal data and to disclose such personal data to SkyeBase in accordance with applicable law. The Client undertakes to sufficiently inform all data subjects about such processing activities by the Client and/or SkyeBase (as applicable) in accordance with applicable law.

12.3 SkyeBase shall use Client Personal Data only for the execution of this Agreement and in accordance with the data processing agreement included in Annex 2.

13 Third-party Claims

13.1 The Client shall indemnify, defend and hold SkyeBase harmless from and against any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by SkyeBase (including its agents, contractors, directors, employees or representatives) arising out of Client's infringement of any third party's rights (e.g., Intellectual Property Rights).

14 Fees and Payment Terms

14.1 The Client shall pay the applicable Subscription Fees and Data Storage Fees.

14.2 Payment may be processed by either (i) credit card or (ii) by wire transfer to SkyeBase's bank account number as indicated in the Order Form and the applicable invoice. The payment option chosen by the Client shall be identified in the applicable Order Form.

14.3 In the event of an annual upfront payment via credit card, the Client shall pay the first annual Subscription Fee via credit card on the Effective Date and the annual Subscription Fee shall thereafter automatically be debited from the Client's credit card on each anniversary date of the Effective Date. Promptly after each payment via credit card, SkyeBase shall issue the corresponding invoice.

14.4 In the event of a monthly upfront payment via credit card, the Client shall pay the first monthly Subscription Fee via credit card on the Effective Date and shall thereafter be automatically be debited from the Client's credit card each month. Promptly after each payment via credit card, SkyeBase shall issue a corresponding invoice.

14.5 In the event of a payment by wire transfer, the Client shall pay the Subscription Fees within thirty (30) days of the date of the invoice. Any disputes must be notified to SkyeBase within fifteen (15) days after receipt of the invoice, failure of which will result in the invoice to be deemed accepted.

14.6 If the agreed upfront payment cannot be processed due to whatsoever reason, SkyeBase reserves the right to suspend any use of and access to the Platform until payment is successfully processed.

14.7 The Client expressly acknowledges and agrees that any upfront payments made pursuant to clauses 3 and 14.4 are final and non-refundable. If the Agreement is terminated early (for any reason other than material breach by SkyeBase), the Client shall not be entitled to a refund whatsoever.

14.8 In the event SkyeBase has been requested to perform Additional Services, the applicable Additional Services Fees shall be invoiced separately and the Client shall pay all applicable Additional Services Fees within thirty (30) days after the invoice.

14.9 Invoices shall be sent in PDF-format to the Client's email address, specified in the Order Form, or as a physical copy to the Client's address if specifically requested by the Client in writing. All payments under this Agreement shall be made in the currency agreed in the relevant Order Form and are exclusive costs and expenses which may be charged separately by SkyeBase (if applicable). Any disputes must be notified to SkyeBase within fifteen (15) days after receipt of the invoice, failure of which will result in the invoice to be deemed accepted.

14.10 All amounts payable to SkyeBase under the Agreement shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which case the Client undertakes to pay SkyeBase such additional amounts as are necessary in order that the net amounts received by SkyeBase, after all deductions and withholdings, shall not be less than such payments would have been in the absence of such deductions or withholdings.

14.11 Any amounts of undisputed invoices that have not been paid within thirty (30) days after the Invoice Date shall automatically and without notice be subject to a late payment interest equal to twelve percent (12%) per year or the maximum extent permitted by applicable law. The interest shall be compounded daily as of the due date until receipt of full payment by SkyeBase. In addition, the Client shall pay all costs incurred by SkyeBase as a result of the (extra)judicial enforcement of the Client's payment obligation under this clause, with a minimum cost of 100 EUR. If Client fails to pay any outstanding amounts within thirty (30) days from receipt of a written default notice, SkyeBase shall be entitled to suspend or terminate its obligations and the Client's rights hereunder until receipt of payment of such outstanding amounts.

14.12 After each Term, SkyeBase reserves the right to change the Subscription Fees in accordance with the following formula: P = Po x (0,2 + (0,8 x (S/So)))

in which:

P = revised price

Po = initial base price on the date of the signature of the Agreement

So = Agoria's reference wage cost for companies in the digital sector, on the Effective Date

S = same reference wage cost on date to be specified, e.g. date of price revision or invoice date

SkyeBase shall inform the Client of such price adjustment thirty (30) days prior to the start of the next Renewal Term. Any other price increase is subject to the Client's (tacit) approval. In the latter case, if the Client does not agree with the new pricing, the Client has the right to terminate the Agreement by means of written notice within twenty-one (21) days after SkyeBase informing the Client.

15 Term & Termination

15.1 The Agreement shall commence on the Effective Date and shall automatically and tacitly renew for consecutive periods two (2) years (each a "Renewal Term"), unless either Party notifies the other Party in writing of its intend not to renew the Agreement at least one (1) month before the end of the then-current Initial Term or Renewal Term (each a "Term") or unless terminated earlier in accordance with this clause 15 .

15.2 Either Party may immediately terminate (or SkyeBase may alternatively suspend) the whole or any portion of the Agreement without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights, remedies and/or claim to which it may be entitled by law, upon providing the other Party with written notice of termination if (i) the other Party

performs a material breach to any provision of the Agreement and fails to cure such material breach within thirty (30) calendar days after receipt of written notice of the material breach, (ii) the other Party becomes insolvent, is subject to voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

16 Consequences of Termination

16.1 Upon termination of the Agreement for whatsoever reason: (i) the Client shall promptly pay to SkyeBase all amounts due and payable under this Agreement up to and including the date of termination; (ii) all licenses granted to the Client shall automatically terminate.

16.2 Upon termination the Receiving Party shall delete all Confidential Information disclosed by Disclosing Party. SkyeBase reserves the right to keep Confidential Information for the sole purpose of improving its Services and executing its Business. SkyeBase warrants that it will take appropriate and necessary measures to prevent the disclosure or any use of identifiable Confidential Information belonging to The Client.

16.3 Upon termination or expiration, SkyeBase will make all Client Data available to the Client for electronic retrieval for a period of thirty (30) day. If the Client wishes that SkyeBase makes the Client Data available for a longer period, the Parties will agree on a daily rate for the support.

17 Warranty

17.1 SkyeBase shall provide the Services with the expertise and independence, skill, care and diligence that can be reasonably expected from a qualified service provider. The Client acknowledges and agrees that the Services are provided “as is”.

17.2 Except for the foregoing warranty and to the maximum extent permitted by applicable law, SkyeBase does not make any representations or warranties, express or implied, concerning any matter under this Agreement (including the Services) and SkyeBase disclaims any representations or warranties, express or implied, including (without limitation) any implied warranties of accuracy or completeness of data, fitness for a particular purpose, merchantability, or non-infringement.

17.3 SkyeBase will use commercially reasonable efforts to provide the Services. Unless expressly agreed in writing, SkyeBase’s obligations are obligations of means.

17.4 The Client acknowledges and agrees that SkyeBase is not responsible for

(i) The accuracy, reliability, timeliness or completeness of the Client Data or any other data or information accessed or provided through the Services,
(ii) The results that may be obtained from use of the Services, or
(iii) The functioning of the Services, where they are used in combination with third-party services at the request of the Client or with services added by the Client.

18 Limitation of Liability

18.1 Subject to the maximum extent permitted under applicable law, SkyeBase’s liability under the Agreement shall, per event (or series of connected events) and per contract year, not exceed an amount equal to the Subscription Fees paid during such contract year.

18.2 The Trial User acknowledges and agrees that, subject to the maximum extent permitted under applicable law, SkyeBase has no liability whatsoever under this Agreement in respect of Trial Accounts.

18.3 Under no circumstances shall SkyeBase be liable to the Client for any indirect, punitive, special, consequential or similar damages (including damages for loss of profit, lost revenue, loss of business, loss of corruption of data, loss of customers and contracts, loss of goodwill, the cost of procuring replacement

goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise.

18.4 SkyeBase shall not be held liable in any way, neither contractually nor extra-contractually, for

(i) discontinuing an older release of the Platform or for damages caused by the wrongful (or out of scope) use of the Platform ;
(ii) error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business or profits; or
(iii) any bugs, viruses, trojan horses or the like (regardless of the source of origination);
(iv) any damages resulting from a use of a solution that is contrary to SkyeBase's instructions

19 Miscellaneous

19.1 **Entire agreement** – The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations or understandings between the Parties in that respect.

19.2 **Severability** – If any provision of the Agreement is held to be unenforceable (in whole or in part), the other provisions remain in full force and effect. The provisions found to be unenforceable shall be enforceable to the full extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

19.3 **Modifications** – The Terms of Service may be modified or amended only by written agreement between the Parties.

19.4 **Survival** – The provisions of the Agreement that are expressly or implicitly intended to survive termination or expiration, shall survive such expiration or termination, including without limitation, the provisions relating to Intellectual Property Rights, Confidential Information and limitation of liability.

19.5 **Control** - The Platform is controlled by SkyeBase from its offices in Belgium. SkyeBase does not make any representation that the Platform is appropriate for use in other jurisdictions. The Client's use of or access to the Platform will not be construed as the Client's purposefully benefiting from doing business in any other jurisdiction other than Belgium.

19.6 **Assignment** – SkyeBase may assign, transfer and/or subcontract the rights and obligations under this Agreement to any third party. The Client shall not assign or otherwise transfer any of its right of obligations under the Agreement without SkyeBase's prior written consent.

19.7 **Conflicting provisions** – In case of conflict or inconsistency between the provisions of the applicable contractual documents, the following order of priority applies (i) the Order Form or Statement of Work, (ii) the Annexes, (iii) these Terms of Service.

19.8 **Publicity** – SkyeBase shall have the right to use any trademarks, logos, or other marks of the Client (including the Client's corporate name) for client references on SkyeBase's website, social media announcements and sales presentations. The Parties shall issue at least one press release during the Service Term, and the Client otherwise agrees to reasonably cooperate with SkyeBase to serve as a reference account upon request.

19.9 **Applicable law and dispute resolution** – The Agreement is governed by Belgian law. Before initiating (court) proceedings, the Parties shall make reasonable efforts to amicably settle any disputes that might arise. If no amicable solution is found within a reasonable time frame, the Parties submit to the exclusive jurisdiction of the courts of Antwerp (Antwerp division).

Contact information SkyeBase BV
Address: Oostvaart 43, 9180 Moerbeke (Waas), België

Company number: 0749.925.014
RPR Gent - division Gent
E-mail: info@skyebase.be
Website: www.skyebase.be

Annex 2 : Data Processing Agreement

1 About this Data Processing Agreement

1.1 This Data Processor Agreement (the **"DPA"**) is concluded between SkyeBase BV, with registered office at Oostvaart 43, 9180 Moerbeke (Waas), Belgium, and registered in the Crossroad Bank for Enterprises with enterprise number 0845.741.317 (hereinafter referred to as **"SkyeBase"**) and the Client (as identified in the relevant Order Form) pursuant to the Agreement between SkyeBase and the Client.

1.2 This DPA forms an integral part of the Agreement between the Parties. In the performance of the Agreement, The Client will endeavour to avoid the Processing of Personal Data in the Client Data. In the event that SkyeBase will receive and process Personal Data for the benefit and on behalf of the Client and in accordance with the instructions and purpose defined by the Client, the Parties agree that SkyeBase is the Processor and the Client is the Controller in respect of such Processing of Personal Data related to the Agreement. Parties acknowledge that specific legislation applies to the Processing of Personal Data in relation the Agreement. Such legislation includes, among others, the GDPR (including implementing laws, if applicable) and the Belgian Privacy Act.

1.3 By means of this Data Processor Agreement, Parties wish to lay down their specific agreements in respect to Processing Personal Data within the framework of the Agreement. This Data Processor Agreement supersedes and replaces all previous agreements made in respect of Processing Personal Data and data protection.

2 2. Definitions

Capitalized terms used in this DPA shall have the meaning as set out in this section. Terms also defined in the GDPR or any other applicable legislation shall be interpreted in accordance with the meaning given to them in the GDPR or such applicable legislation. Capitalized terms not defined in this DPA shall have the meaning given to them in the Terms of Service.

Belgian Privacy Act means the Belgian act of July 30th, 2018 regarding the protection of natural persons in respect of processing of personal data.

Controller or Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data (i.e. the Client).

(Personal) Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Data Processing Agreement or **DPA** means this document, setting out the conditions applicable to the Processing of Data in connection with the Agreement.

Data Processing Details means the information set out under article 21, such as the purpose, object and nature of Processing and the kind of Personal Data being processed, also including the instructions given by the Controller.

Data Subject a natural person who is identified or identifiable by the Personal Data. an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such

as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

GDPR Regulation (EU) 2016/679 of the European Parliament and of Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Personal Data means any information relating to an identified or identifiable natural person.

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller (i.e. SkyeBase).

Sub-processor means a third party subcontractor that is involved in the Processing of Personal Data by the Processor.

Supervisory Authority refers to the independent government body who is responsible for monitoring the application of GDPR.

3 Object of this DPA

3.1 This DPA determines the conditions of the Processing by the Processor, on a self-employed basis, of the Personal Data communicated by or at the initiative of the Controller and in the context of the Agreement. This Processing will exclusively take place for the benefit of the Controller and for the purpose as defined by the Controller.

3.2 The nature and purpose of the Processing, a list and the type of Personal Data as well as the categories of the Data Subjects are detailed below (Data Processing Details).

3.3 The Processor will only process the Personal Data according to the documented instructions of the Controller and will not use the Personal Data for its own purpose.

3.4 If the Processor is legally obliged to proceed with any Processing of Personal Data, the Processor, unless this would violate applicable mandatory rules, will inform the Controller of such obligation.

4 Compliance with Data Protection Regulations

4.1 The Controller and the Processor shall comply with their obligations under applicable legislation and under relevant codes of conduct or standard contractual clauses (if applicable).

5 Term

5.1 This DPA is applicable to every Processing of Personal Data executed in the context of the Agreement.

5.2 This DPA applies as long as the Processor processes Personal Data made available by the Controller in the context of the Agreement. This DPA ends automatically upon termination of the Agreement. The provisions of this DPA that are either expressly or implicitly (given their nature) intended to have effect after termination of the DPA shall survive the end of the Agreement as regards the Personal Data communicated by or at the initiative of the Controller in the context of the Agreement.

6 Technical and organizational measures

6.1 The Processor and Controller offer adequate guarantees with regard to the implementation of appropriate technical and organizational measures so that the Processing complies with GDPR requirements and that the protection of the Data Subject's rights is guaranteed. Such measures shall also include the measures referred to in article 32 GDPR to ensure an adequate level of security appropriate to the risk.

6.2 Upon request the Processor shall communicate such technical and organizational measures to the Controller. Upon signing the Agreement, the Controller acknowledges those measures to be adequate for the Processing of its Personal Data.

6.3 If the Controller requests specific technical and organizational measures to be implemented by the Processor, to the extend the Processor does not have equivalent measures in place, the Controller shall reimburse the Processor for implementing such measures according to clause 17 below.

7 Records of processing activities

7.1 Each Party and, where applicable, their representatives, shall maintain a register of the processing activities under their responsibility. Each such register shall contain at least all legally required data.

8 Storage of Personal Data

8.1 The Processor will not retain any Personal Data longer than as required for Processing of such Personal Data in the context of the Agreement. The Controller will not instruct the Processor to store any Personal Data longer than necessary. The agreed retention period can be found below (Data Processing Details).

8.2 Unless storage of the Personal Data is mandatory under Union or Member State law, the Processor shall, within a reasonable period after the end of the Processing, at the option of the Controller, either erase all Personal Data or return it to the Controller and delete existing copies.

9 Confidentiality

9.1 Only those agents of the Processor who are involved in the Processing of Personal Data may be informed about the Personal Data. The Processor ensures that persons authorized to process the Personal Data are committed to confidentiality by contract or are under an appropriate statutory obligation of confidentiality.

9.2 The Processor may only provide Personal Data to Third Parties with the prior written consent of the Controller.

10 Code of Conduct and Certification

10.1 Adherence by the Processor to an approved code of conduct as referred to in Article 40 GDPR, or an approved certification mechanism as referred to in Article 42 GDPR may be used as an element of proof of sufficient guarantees as referred to in GDPR.

11 Data Subject's rights

11.1 Taking into account the nature of the Processing, the Processor shall use best efforts, by taking appropriate technical and organizational measures, to assist the Controller in the fulfilment of its obligation to respond to requests from Data Subjects.

11.2 For all services performed by the Processor in the context of the treatment of such requests from Data Subjects, the Controller will reimburse the Processor in accordance with Clause 17 of this DPA. Such reimbursement by the Controller shall not be due in case the Data Subject is invoking its rights because of a Data Breach proven attributable to the Processor.

12 Duty to notify

12.1 Upon becoming aware of a Personal Data Breach the Processor shall notify the Controller thereof without undue delay.

12.2 At the request of the Controller, the Processor will cooperate with the investigation and elaboration of the measures necessary in case of any Data Breaches.

12.3 The Parties will keep each other informed of any new developments with regard to any Data Breach and of the measures they take to limit its consequences and to prevent the repetition of such Data Breach.

12.4 It is the responsibility of the Controller to report any Data Breach to the Supervisory Authority or the Data Subject, as required.

13 Sub-processing

13.1 The Controller expressly authorizes the Processor to engage Sub-processors for the Processing of Personal Data in the context of this Agreement. The Controller grants a general permission to the Processor to decide with which Sub-processor(s) the Processor cooperates. The Processor shall keep a list of all Sub-processors engaged, which can be consulted by the Controller upon simple request. The Processor will inform the Controller of any intended material changes concerning the addition or replacement of Sub-processors. The Controller can only refuse a Sub-processor proposed by the Processor on the basis of a well-founded justification submitted in writing.

13.2 The Processor will conclude a separate sub-processing agreement with each Sub-processor.

13.3 In such sub-processing agreement, the same data protection obligations as set out in this DPA shall be imposed on the sub-processor.

13.4 In the event the sub-processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the obligations of that sub-processor, subject to clause 19 below.

14 Transfers of Personal Data

14.1 The Processing of Personal Data will exclusively take place within the EEA (European Economic Area), except for Processing by Sub-processors.

14.2 The Processing or transfer of Personal Data outside the EEA can only occur with the specific prior written consent of the Controller and/or in compliance with applicable legislation. The Processor can sign standard contractual clauses, codes of conduct or any other instruments adopted by the European Commission, which ensures that the transfer of Personal Data to a country outside the EEA complies with appropriate safeguards as required by the GDPR.

14.3 Such consent of the Controller is not required when the transfer of Personal Data to countries outside the EEA is mandatory under EU or Member State law provisions.

15 Data Protection Impact Assessment and Prior Consultation

15.1 When a 'Data Protection Impact Assessment' or a 'Prior Consultation' is required according to Article 35 and 36 GDPR, the Controller shall be responsible to implement such assessment. At the request of the Controller, the Processor will assist in this assessment as well as in the compliance with any required measures.

15.2 The Controller will reimburse the Processor for the Services so rendered in relation to this assessment and the compliance with any required measures in accordance with clause 17 of this DPA.

16 Audit

16.1 Each Party shall allow the other Party and its authorized auditors to perform audits regarding the compliance by a Party with its obligations under this DPA and the applicable legislation in respect of data protection.

16.2 Each Party shall notify the other party of its intention to perform an audit at least one (1) month prior to the date on which the audit will be performed by giving written notice to the other Party.

16.3 Each Party shall use its best efforts to cooperate with those audits and to make available to the other Party all information necessary to prove compliance with the obligations of such Party. A Party shall immediately inform the other Party if, in its opinion, an instruction infringes the applicable legislation.

16.4 Upon the performance of any such audit, the confidentiality obligations of the Parties with respect to Third Parties must be taken into account. Both the Parties and their auditors must keep the information collected in connection with an audit secret and use it exclusively to verify the compliance by the other Party with this DPA and the applicable laws and regulations in respect of data protection.

16.5 The Controller and the Processor and where applicable their representatives, shall cooperate, upon request, with the Supervisory Authority in the performance of its tasks.

16.6 The auditing Party shall reimburse the other Party for the services so rendered in relation to the audit in accordance with clause 17 below.

17 Costs

17.1 The Services to be performed under this DPA for which the Processor may charge the Controller, will be charged on the basis of the hours worked and the applicable standard hourly rates of the Processor. The Processor will invoice these amounts on a monthly basis.

17.2 Payment by the Controller to the Processor for the Services under this DPA will take place in accordance with the provisions of the Agreement.

18 Notice of default

18.1 When the Processor fails to comply with its obligations under this DPA, the Controller shall first send a registered notice of default (in accordance with the relevant article of the Agreement). This notice shall clearly mention the defaults that occurred, and, if redress is possible, a proposal of remedial measures and a reasonable term for their implementation.

19 Liability

19.1 The Processor shall only be liable under this DPA if it (i) did not comply with its specific obligations under the GDPR, or (ii) acted outside or in violation of the lawful instructions of the Controller.

19.2 In any case, the limitations of liability as set out in the Agreement are applicable to this DPA and all services provided in respect of this DPA.

20 Other provisions

20.1 The provisions of the Agreement concerning (amongst others) amendments, severability, applicable law and jurisdiction are applicable to this DPA.

21 Data Processing Details

Contact details of responsible for data protection and security	Tom Daniëls tom.daniels@i-spect.ai
Object of Processing	Use of the Platform
Legal basis of Processing	Execution of the Agreement
Purpose and means of Processing	Use of the Platform
Category (type) of Personal Data being processed	Personal data processed during the use of the Platform
Category (type) of Data Subjects	Data subjects that use the Platform
Category (type) of Recipients	The Client
Storage Location	Data centers of the Hosting Partner as identified in or pursuant to the Agreement
Storage Period	Until five (5) years after the final use of the Platform
Technical and Organizational Measures	Detailed overview available upon request in separate document
Transfer of Personal Data (outside the EEA)	N/A
Processor	The Hosting Partner