

TERMS AND CONDITIONS OF SALE

[Updated December 26, 2023].

The website <http://www.dokeos.com> (hereinafter the "**Website**") and the **DOKEOS LMS** (*Learning Management System*) portal (hereinafter the "**Platform**") are an initiative of **DOKEOS**, a limited liability company, with registered office at 1301 Wavre, rue Provinciale, 264, registered with the Banque-Carrefour des Entreprises under number 0862.938.031, identified with the General Tax Administration (VAT) under number BE0862.938.031, and registered with the Register of Legal Persons of Walloon Brabant, email: info@dokeos.com (hereinafter "**DOKEOS**").

1 SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sale (hereinafter the "**GTCS**") apply to all orders and sales contracts, including all ancillary services. They govern the conditions of access to and provision of the Platform and determine the rules applicable in particular to maintenance, hosting and technical support services in connection with the Platform offered by DOKEOS to the "**Customer**". In the absence of written acceptance by DOKEOS, these general terms and conditions of service exclude all general and special terms and conditions of purchase of the Customer. DOKEOS and the Customer are hereinafter jointly referred to as the "**Parties**" or individually as a "**Party**".
- 1.2 By tacitly or expressly accepting the service offer issued by DOKEOS (hereinafter referred to as the "**Quotation**"), the Customer acknowledges having read, understood and irrevocably and unreservedly accepted the GTS. The Quotation determines the *Service Level Agreement* (the "**Service Level Agreement**" or "**SLA**") subscribed to by the Customer, as well as the price of user licenses for the Platform.
- 1.3 The GTC and the Quotation are inseparably linked and together form the "**Contract**". The Contract contains all commitments, rights and obligations relating to the matters dealt with therein. It replaces all previous letters, declarations, guarantees and agreements, written or verbal, relating to its subject matter. It takes precedence over any general terms and conditions of the Customer, even if these provide otherwise and/or have been communicated subsequently with or without objection from DOKEOS.
- 1.4 The Contract constitutes a legally binding agreement between the Parties, the enforcement of which may be sought in court.
- 1.5 DOKEOS reserves the right to modify the GTC at any time, without prior notice. DOKEOS will, however, notify the Customer of any such changes by e-mail or by posting on the Platform for a period of at least eight (8) days. Any changes will be effective immediately, unless otherwise agreed. Use of the Platform following changes to the GCS shall constitute acceptance by the Customer.
- 1.6 Without prejudice to article 1.3 The Parties may exceptionally derogate from the provisions of the GCS by written agreement. Such derogations may consist in the modification, addition or

deletion of the clauses to which they relate, and shall have no effect on the application of the other provisions of the GCS.

- 1.7** By accepting the GTC, the Customer agrees to be bound by the terms and conditions of use of the Platform (hereinafter referred to as the "**GTC**") by the users to whom it provides access.

2 SERVICE DESCRIPTION

2.1 GENERAL

- 2.1.1** La Plateforme is an e-learning platform for companies wishing to train and assess their employees' skills online.

- 2.1.2** The Platform is available in a paid and a free version. The free version is available for a limited trial period only.

2.2 SUBSCRIPTION

- 2.2.1** The Customer accesses the Platform and its services via a web application. To benefit from these services, the Customer must activate his access to the Platform by taking out a paid subscription (hereinafter the "**Subscription**"), or if applicable a free trial, accessible from the Website. Activation can be carried out remotely by DOKEOS.

- 2.2.2** The Subscription includes certain technical support, maintenance and hosting services defined in articles 2.3, 2.4 and 2.5. DOKEOS may also provide specific development services as defined in article 2.6.

2.3 TECHNICAL SUPPORT

- 2.3.1** DOKEOS provides customers with a support service that includes the detection and correction of anomalies on the Platform, as well as its updating. This support includes assistance to the Customer in the event of a technical problem related to the malfunctioning of the Platform within a response time that depends on the SLA level. Subject to the Customer's right to request customized documentation at his or her own expense, the technical service also includes the provision of standard documentation relating to the Platform and any problems that may be encountered.

- 2.3.2** Technical support is provided either by an online form on the customer's platform, by e-mail (support@dokeos.com), or by a videoconference appointment with a member of the Dokeos team.

- 2.3.3** The Help Desk is available on working days, from 9am to 5pm. Business days are all days of the year, with the exception of Saturdays, Sundays and legal holidays in Belgium, as well as all days when banks are not open in Brussels (Belgium).

- 2.3.4** As far as possible, DOKEOS will answer the Customer's questions within the timeframe specified in the SLA or, failing that, as soon as possible after receipt of the request.

- 2.3.5** DOKEOS servers are monitored 24 hours a day, 7 days a week, by our support staff, who are alerted in the event of service problems.

- 2.3.6** DOKEOS will use its best efforts to resolve any technical problems encountered by the Customer, but this obligation does not constitute an obligation of result.

2.4 S MAINTENANCE SERVICES

- 2.4.1** DOKEOS maintains the Platform. Maintenance services may include bug fixes as well as modifications, updates, upgrades and implementation of new versions of the Platform. Maintenance services are divided into two (2) parts: updating the software layers related to the Platform, and portal and server security. Updates may include both the correction of known anomalies and the implementation of new functionalities.

- 2.4.2** DOKEOS is free to implement any maintenance services it deems necessary, at any time and without prior notification, to ensure that the functionality of the Platform, as described on the

DOKEOS website or in the documentation provided by DOKEOS to the Customer, remains accessible to the Customer and complies with its expectations.

- 2.4.3 The Customer will not be informed of corrective or security updates. However, DOKEOS will, as far as possible, inform the Customer within a reasonable period of time of the evolutionary maintenance work to be carried out and of its impact on the operation of the Platform before proceeding with the said update within the timeframe specified in the SLA. In the event of major updates, DOKEOS will contact the Customer to define an update schedule within a maximum period of six (6) months.
- 2.4.4 If the Customer becomes aware of a problem of any kind, possibly as a result of maintenance work, the Customer shall notify DOKEOS immediately, in writing and as precisely as possible, so that DOKEOS can attempt to remedy the problem within a reasonable period of time.
- 2.4.5 In the event of an anomaly that prevents use of the Platform, the Customer may request DOKEOS to intervene using the channels and procedures (times and deadlines) stipulated in the SLA. At the very least, the Customer must provide the URL address of the problem, the user's login and password, a screenshot and explanations of the nature of the problem and the circumstances of use. Anomalies limiting the use of the Platform are not considered as blocking.
- 2.4.6 DOKEOS guarantees the restoration of the Platform and its services within the timeframe specified in the SLA.
- 2.4.7 Maintenance services do not include repairs or interventions made necessary by the Customer's computer system or by misuse of the Platform.
- 2.5 ACCOMMODATION
 - 2.5.1 The Customer accesses the Platform via a portal (hereinafter the "**Personal Area**") made available by DOKEOS via a specific URL address. The Personal Area is made available after the Customer has subscribed to a Subscription and after DOKEOS has received payment for the Subscription.
 - 2.5.2 THE Personal Space will be configured according to the characteristics described in the Quotation and the SLA.
 - 2.5.3 Except during maintenance periods, the Customer can access the Platform at any time during the term of his Subscription: 24 hours a day, 7 days a week, including Saturdays, Sundays and public holidays.
 - 2.5.4 DOKEOS will use its best efforts to ensure that, on the server side, the Customer has access to a bandwidth of one (1) Gbps at full traffic level.
 - 2.5.5 DOKEOS servers are located in Amazon Web Services datacenters in Europe (website: <http://aws.amazon.com>; address: Amazon Web Services, inc. P.O. Box, WA 98108-1226, 81226 Seattle, USA). The type of server and maximum storage capacity depend on the SLA subscribed to. Access to the physical site of these servers is not authorized.
 - 2.5.6 To guarantee maximum security for hosted data, DOKEOS uses a series of technical measures: (i) encrypted passwords in the DB in MD format, (ii) 24/7 monitoring to detect intrusions using NAGIOS software, (iii) limitation of non-web access to the server (no FTP or SSH access), (iv) no physical access to the server (refrigerated clean room with key), (v) no sending of passwords by e-mail, and (vi) backups stored on a server with the same security parameters and located several kilometers from the primary infrastructure.
 - 2.5.7 In the interests of business continuity, in addition to support and maintenance services, DOKEOS performs a full system backup at the rate stipulated in the SLA, which is stored in a fire shelter. The Business Continuity Plan (hereinafter the "**BCP**") in the event of a major disaster is kept under constant review, with the aim of providing services using alternative hosting and equipment, within the timescales set out in the SLA.

2.6 SPECIFIC DEVELOPMENTS

2.6.1 Specific developments are all services that may be provided by or for DOKEOS and that cannot be considered as technical support, maintenance or hosting services within the meaning of articles 2.3, 2.4 and 2.5. Additional services include consultancy or advisory services, such as training in the use of the Platform, or the creation of customer-specific software, applications or modules.

2.6.2 These specific developments will be governed by an agreement to be reached between the Parties. Costs and fees relating to these specific developments will be invoiced separately, in accordance with said agreement. Where applicable, the term of this agreement shall not exceed the term of the Subscription, and shall consequently cease to produce its effects, in accordance with the logic of anteriority. These intellectual property rights extend to modifications and improvements to the Platform implemented or developed by DOKEOS, as well as to any documentation relating to the Platform that will be in effect on the day the Subscription is terminated for any reason whatsoever.

2.6.3 DOKEOS does not guarantee that specific developments made at the customer's request can be transferred to the Platform or Personal Area.

2.7 OTHER SERVICES

DOKEOS offers customer training in the use of the platform and third-party tools, pedagogical support and e-learning project management. These services are not included in the software subscription and are invoiced separately.

3 USE OF SERVICES

3.1 Access to and use of the Platform are reserved for Customers who have subscribed to a Subscription. Only these Customers are authorized to use the Platform's services. The Customer therefore undertakes not to make the Platform's services available to any third party not authorized to use them.

3.2 The Customer agrees to provide the necessary access to DOKEOS to enable it to provide technical support, maintenance and hosting services in accordance with articles 2.3, 2.4 and 2.5.

3.3 The Customer is solely responsible for obtaining and maintaining all ancillary equipment and services necessary to connect to, access or use the services offered by the Platform, including, without limitation, modems, computers, cell phones, servers, software, operating systems, networks, web servers and the like. The Customer is solely responsible for the maintenance, security and confidentiality of its equipment, Personal Space and password (including, but not limited to, administrative and user passwords) as well as files uploaded to or downloaded from the Platform.

3.4 User and administrator passwords are not accessible to DOKEOS staff. The Customer is solely responsible for the management of personal and user information. If user and administrator passwords are lost or forgotten, the Customer must ask DOKEOS to generate new ones. If a user loses his password, he must contact the Customer concerned.

3.5 The Customer undertakes to use the Platform and the services offered thereon in accordance with the instructions received from DOKEOS, the applicable laws and regulations, as well as the TOU and GTC.

4 FINANCIAL CONDITIONS

4.1 PRICES AND INVOICING OF SERVICES

4.1.1 The Customer is free to take out a paid subscription or to order additional services as defined in article 2.6 for a fee.

- 4.1.2** Unless specifically stated otherwise in writing by DOKEOS, prices are quoted in euros (€) and, insofar as permitted by law, exclusive of taxes (in particular value-added tax), levies or duties imposed by tax authorities. The Customer is responsible for payment of all taxes applicable to the order.
- 4.1.3** Unless otherwise agreed by the Parties, a Subscription is only validly subscribed, just as additional services are only validly ordered, after DOKEOS has received payment of the price paid by the Customer or its representative. Confirmation of receipt of payment will be sent by DOKEOS to the Customer in a letter (if applicable electronically) containing the invoice for the order. C however, the Customer is bound as purchaser as soon as the quotation has been signed.
- 4.2** PRICE CHANGE
- 4.2.1** DOKEOS reserves the right to unilaterally change its prices. Customers will be informed of new prices in good time either by notification on the DOKEOS website or by post (electronic or otherwise). To this end, the Customer is invited to regularly consult the DOKEOS website in order to keep abreast of the latest prices.
- 4.2.2** The new prices will not apply to subscriptions regularly taken out or to additional services validly ordered.
- 4.3** LATE PAYMENT
- 4.3.1** Without prejudice to article 4.1.3 the Parties may agree that the Customer will only pay the price of the Subscription or additional services following receipt of the invoice from DOKEOS. In this case, DOKEOS invoices are payable to the bank account stated on the invoice within thirty (30) days of the invoice date.
- 4.3.2** Invoices not disputed by the Customer on their due date are irrevocably presumed to be undisputed. The Customer shall be barred from bringing any claim or action against DOKEOS on the basis of invoices deemed accepted.
- 4.3.3** Amounts unpaid on their due date will be automatically increased, without prior notice, by interest on arrears of one percent (1%) per month, unless the law of August 2, 2002 concerning the fight against late payment in commercial transactions provides for a higher rate. Such interest shall accrue on a monthly basis, within the limits provided by law.
- 4.3.4** As a penalty clause, the Customer shall also owe DOKEOS a flat-rate compensation of ten percent (10%) of the unpaid amounts, with a minimum amount of fifty euros (50.- EUR) for collection costs incurred by DOKEOS.
- 4.3.5** In the event of total or partial non-payment, all amounts owed by the Customer shall become due and payable automatically and without prior notice. Without prejudice to possible legal action, DOKEOS also reserves the right to suspend access to the Platform and the execution of the Services. DOKEOS will, however, inform the Customer in advance, drawing his attention to the possible consequences that may result.
- 5** LENGTH OF SERVICE
- 5.1** ENTRY INTO FORCE
- 5.1.1** The Contract comes into force on signature of the Quotation. The Subscription is concluded for a period of one (1) year, unless otherwise stipulated.
- 5.1.2** The Contract will be renewed automatically, for successive periods of the same duration, unless one of the Parties gives written notice to the other at least three (3) months prior to the expiry of the Subscription period.
- 5.2** TERMINATION OF THE CONTRACTUAL RELATIONSHIP
- 5.2.1** Each Party has the right to terminate the Contract at any time, without notice or compensation:

- in the event of fraud, wilful misconduct, gross negligence or gross negligence on the part of a Party in fulfilling its obligations under the Contract;
- in the event of bankruptcy, dissolution or liquidation of one of the Parties, or in the event of cessation of business by one of the Parties for any reason other than financial.

5.2.2 Early termination of the Agreement, for whatever reason, shall automatically entitle DOKEOS to terminate, with immediate effect, any other agreement or order binding the Parties at the time of termination, without cost or compensation on its part and without prejudice to the right of the Provider to claim damages.

5.3 EFFECT OF TERMINATION

5.3.1 Within thirty (30) days of termination or non-renewal of the Subscription, for whatever reason, the Customer and all other users linked to the Customer will lose access to the Platform, its content and their data.

5.3.2 The foregoing is without prejudice to the Customer's right to download, save and reproduce the data in a reusable file format during the term of the Subscription or to receive a copy via DOKEOS within the period specified in article 5.3.1 in the form of a download available for seven (7) days.

6 INTELLECTUAL PROPERTY

6.1 DOKEOS remains the sole owner of the Platform and all related Intellectual Property rights, such as copyrights, rights related to copyrights, patents, utility models, drawings (registered or not), trademarks, *sui generis* rights to databases and semiconductor topographies, trade names, website domain names, trade secrets, and any other industrial, artistic or literary property rights, for each of these rights, on the basis of anteriority. These intellectual property rights extend to modifications and improvements to the Platform implemented or developed by DOKEOS, as well as to any documentation relating to the Platform issued by DOKEOS to the Customer.

6.2 The structuring of the Platform, as well as texts, graphics, images, business secrets, and any other industrial or artistic and literary property rights, for each of these rights, according to a logic of anteriority. These intellectual property rights extend to modifications and improvements to the Platform implemented or developed by DOKEOS, as well as to any documentation relating to the Platform photographs, sounds, videos, databases, computer applications and any other element that makes it up or that is accessible via the Platform, including its source code and object code, are the exclusive property of DOKEOS, and are protected as such by the laws in force in respect of intellectual property.

6.3 Any representation, reproduction, adaptation or partial or total exploitation of the content, trademarks and Services offered by the Platform, by any process whatsoever and for any purpose whatsoever, without the prior, express and written authorization of DOKEOS, is strictly forbidden, with the exception of elements expressly designated by DOKEOS as free of rights on the Platform.

6.4 By subscribing to a Subscription, the Platform Customer is granted a limited right of access, use and reproduction for technical display purposes only of the Platform and its content. This right is non-exclusive, personal and non-transferable. Except with prior written consent, the Customer may not modify, reproduce, translate, adapt, distribute, sell, communicate to the public or otherwise transfer, in whole or in part, whether in return for payment or free of charge, the elements protected by DOKEOS intellectual property rights or the rights it has been granted by DOKEOS.

- 6.5** In particular, the Customer may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, trade secrets, and any other industrial or artistic and literary property rights, for each of these rights, on a prior art basis. These intellectual property rights extend to modifications and improvements to the Platform implemented or developed by DOKEOS, as well as to any documentation relating to the Platform, know-how or algorithms linked to the Services or the Platform.

7 PRIVACY

7.1 OBLIGATION OF CONFIDENTIALITY

- 7.1.1** The Customer acknowledges the confidential nature of information received or obtained when consulting or using the Platform. By "information", the Parties mean all information, data, reports, intellectual property rights, know-how, processes, unpatented inventions and unregistered trademarks, in any form whatsoever, including information relating to DOKEOS and other users, as well as their activities, operations, finances, planning, facilities, products, services, techniques and processes.

- 7.1.2** Without prejudice to any other obligation of confidentiality, the Customer undertakes to :

- keep secret and confidential all information obtained directly or indirectly from the disclosing party in the course of consulting and using the Platform;
- use such information solely for the purposes of using the Platform; and
- disclose such confidential information only to its representatives, employees and contractors (non-exhaustive list), only to the extent that such disclosure is reasonably necessary, and on condition that its representatives, employees and contractors are informed of the strictly confidential nature of the confidential information disclosed to them.

7.2 EXCEPTIONS TO THE OBLIGATION OF CONFIDENTIALITY

- 7.2.1** The obligation of confidentiality does not apply to information that :

- are or become generally available to the public other than as a result of disclosure by the receiving party to the public or to a third party in breach of the T&Cs or any other confidentiality agreement;
- is legitimately made available to the receiving party by a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a confidentiality or non-disclosure agreement with the disclosing party, or is otherwise prevented from disclosing such confidential information by a legal, contractual or fiduciary obligation ;
- is in the rightful possession of the receiving party before it is received from the disclosing party;
- are independently developed by the receiving party without using the disclosing party's confidential information; or
- is expressly communicated in writing by the disclosing party, either for publication or for onward transmission.

- 7.2.2** If confidential information is to be disclosed by the receiving party to the courts of any competent jurisdiction, or to any governmental agency or financial authority, the receiving party will provide the disclosing party with written notice of the required disclosure upon receipt of notice of the required disclosure, to the extent such notice is permitted by law, and will coordinate with the disclosing party for the purpose of limiting the nature and extent of such required disclosure.

7.3 BREACH OF CONFIDENTIALITY

- 7.3.1** Each Party recognizes that the disclosure of any confidential information is likely to cause serious harm to the Party or third parties affected by the disclosure.
- 7.3.2** Consequently, for each violation of this provision, the Party injured by the disclosure of confidential information may claim full compensation from the other Party to the Customer for the loss it has suffered, provided it can demonstrate fault, damage and causality.

7.4 EFFECT OF TERMINATION

- 7.4.1** The obligation of confidentiality remains in force for the duration of the Subscription and survives its termination, for any reason whatsoever, for a period of five (5) years from the end of the contractual relationship.
- 7.4.2** Within ten (10) business days of the end of the business relationship, the receiving party shall deliver to the disclosing party, or where applicable destroy or erase as directed by the disclosing party, all documents in its possession, custody or control which contain confidential information, or which are produced or received by the receiving party in connection with the use of the Platform. The receiving party will provide the disclosing party, upon request, with written confirmation that the provisions of this clause have been fully complied with.

8 PERSONAL DATA

- 8.1** Each Party will ensure that personal data communicated or received in connection with the use of the Platform is processed in a manner that complies with applicable legal and regulatory data protection requirements, including those of Regulation (EU) 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 and the Belgian Privacy Act of July 30, 2018, as well as any future developments in applicable national and European legislation on privacy and the processing of personal data.
- 8.2** In addition, the Parties shall treat the personal data received in accordance with their privacy policies, and the Customer hereby authorises DOKEOS to process and store personal data concerning its identity and contact details, as well as, where applicable, the identity and contact details of its staff members, in compliance with the applicable legislation and insofar as such processing and storage are necessary for the performance of the Platform services.
- 8.3** The Customer acknowledges having read **Appendix 1** "Confidentiality and processing of personal data", and accepts its contents irrevocably and without reservation.

9 RESPONSIBILITIES

- 9.1** DOKEOS takes all reasonable and necessary measures to ensure the proper functioning, security and accessibility of the Platform and Website for the Customer. Given the nature of the services offered, DOKEOS is bound by an obligation of means, with no guarantee of results.
- 9.2** DOKEOS may only be held liable for fraud, gross negligence or gross negligence on the part of its employees, or, except in cases of force majeure, for any failure to fulfil its essential obligations under the Contract.
- 9.3** The liability of DOKEOS is limited to the direct, personal, foreseeable and certain damage of the Customer, to the exclusion of indirect, incidental, consequential or special damages, whether these excluded damages are material or immaterial, such as loss of profit for example, and this insofar as the damage alleged by the Customer is proven.
- 9.4** The Customer shall keep its password confidential and shall promptly inform DOKEOS if it becomes aware of any breach of security or unauthorized use of its password. The Customer

also undertakes to keep its IT environment up to date, and to offer protection in line with current standards in companies similar to those of the Customer.

- 9.5** To the extent permitted by law, the maximum aggregate liability of DOKEOS for all claims arising out of or in connection with the Agreement shall not exceed the price actually paid by the Customer in the six (6) months prior to the occurrence of the event giving rise to the damage.
- 9.6** These limitations, exclusions and disclaimers apply exclusively to all claims for damages, whether based on the Contract, warranty, contractual liability, negligence, tort or otherwise.

10 FORCE MAJEURE

- 10.1** DOKEOS shall not be liable for any delay or failure in the performance of its obligations if such delay or failure is due to the occurrence of an event beyond its control, which could not have been reasonably foreseen, and the effects of which could not have been avoided by reasonable and appropriate measures.
- 10.2** In this respect, the following events are notably but not exclusively considered to be cases of force majeure: a partial or total strike inside or outside one of the Parties, or one of its suppliers or subcontractors, epidemics, lockdowns, nuclear accidents, riots, acts of war or terrorism, exceptional weather conditions, earthquake, fire, storm, flood, water damage, explosion, freezing of computer or telecommunications systems, theft, etc.
- 10.3** The Party affected by an event of force majeure shall notify the other Party without delay of the occurrence of such an event if it considers that this event is likely to compromise the proper performance of the contractual relations between the Parties.
- 10.4** In the event of such force majeure, contractual relations will be suspended until the force majeure disappears, is extinguished or ceases. Due dates will be automatically suspended or postponed according to the duration of the force majeure.
- 10.5** However, if the case of force majeure persists beyond a period of thirty (30) calendar days, the Parties shall meet to discuss a possible modification of the terms of their relationship. In the absence of an agreement between the Parties within fifteen (15) calendar days, and if the case of force majeure persists, each of the Parties will have the right to terminate the Services ipso jure, without any compensation being due by either Party, by registered letter sent to the other Party notifying the termination of the relationship.

11 TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1** DOKEOS reserves the right to assign or transfer all or part of its rights or obligations arising from the GTC.
- 11.2** The Customer may not assign or transfer any or all of its rights or obligations under the GTC without the prior written consent of DOKEOS.

12 GENERAL PROVISIONS

- 12.1** Unless otherwise agreed, all notifications made due to or in connection with the GTC shall be sent by registered letter or by e-mail with acknowledgement of receipt to the addresses listed on the DOKEOS website or in the Platform. Any such notification sent by registered mail shall be deemed validly communicated upon receipt, and in any event no later than three (3) working days after dispatch. Such notification sent by e-mail with acknowledgement of receipt shall be deemed validly communicated upon receipt of the acknowledgement of receipt by the addressee or no later than three (3) working days after dispatch.
- 12.2** Neither Party shall be deemed to have waived any right arising from the GTCS, or from any fault or breach committed by another Party, unless the former Party has expressly waived it in

writing and in cases where the GTCS provide otherwise. The waiver of any remedy or right whatsoever made by one of the Parties in accordance with the preceding paragraph shall not entail a waiver, on the part of that Party, of any other right that may result from the GTC or from a breach or fault of another Party.

- 12.3** The fact that one of the provisions of the GTS becomes null, unenforceable, null and void, illegal or inapplicable shall not call into question the validity, enforceability, legality or applicability of the other provisions of the GTS. In such a case, the Parties will negotiate in good faith in order to substitute for the invalid, unenforceable, lapsed, illegal or unenforceable provision a lawful provision, corresponding to the spirit and purpose of the present and on equivalent or economically comparable terms and conditions. In the absence of agreement between the Parties, the invalid, unenforceable, null and void, illegal or inapplicable provision will be replaced by the judge by a clause corresponding to the spirit and purpose of the present contract and on equivalent or economically comparable terms and conditions.

13 CHOICE OF FORUM AND APPLICABLE LAW

- 13.1** The GTC are governed exclusively by Belgian law.

- 13.2** In the event of a dispute, failing conciliation by the Parties, only the French-speaking courts and tribunals within the jurisdiction of the DOKEOS head office shall have jurisdiction over any dispute concerning the Quotation, the GTC, the GCU and the Contract, in particular as regards their validity, interpretation, performance or termination for any reason whatsoever.

Appendix 1 "Confidentiality and processing of personal data".

1. Purpose

DOKEOS processes personal data (hereinafter referred to as Data) on behalf of its Customers in connection with the use of DOKEOS software. DOKEOS acts as a subcontractor for its customers. Appendix 1 of these Conditions covers this Data processing.

The Customer is therefore the Data Controller with regard to Data Processing entrusted to DOKEOS. We therefore also refer you to the Privacy Policy of each of our Customers for further information on these Data Processings.

The purpose of this appendix is to describe the Data processing operations carried out by DOKEOS on behalf of its Customers and to define the respective rights and obligations of the parties with regard to Data processing within the framework of the current collaboration.

As part of their contractual relationship, the parties undertake to comply with the regulations in force applicable to the processing of Data and, in particular, the General Data Protection Regulation ("RGPD") and the law of July 30, 2018 relating to the protection of individuals with regard to the processing of personal data.

2. Definitions

Unless otherwise stipulated, the concepts and terms in this appendix, shall be interpreted as defined in the RGPD.

3. Nature and purpose of processing

The purposes of the processing are determined by the Customer, being the Data Controller. DOKEOS, being the Subcontractor, undertakes to process the Data, only and to the extent necessary, for the purposes of executing these Conditions and in accordance with the documented instructions of the Customer, being the Data Controller, unless otherwise provided by law.

The nature of the processing operations carried out on the Data includes: collection, recording, organization, structuring, storage, adaptation or modification, consultation, use and provision.

The categories of processing entrusted to Dokeos by the Customer are as follows:

- Management of each customer portal ;
- Register learners on the platform, manage the list of people registered on the learning portal;
- User account management ;

- Control access to resources for people registered on the portal, according to their role (learner, trainer, administrator);
- Training and assessment: provide you with a platform for designing customized training modules and learning content, integrating user training materials, importing content, assessing learner skills based on online or face-to-face assessment questionnaires, and providing you and your organization with tracking data: progress in online training, time spent in learning activities, success in quizzes and assessments;
- Logging user actions in Dokeos software ;
- Messaging: send emails via the platform;
- Learner community management, enabling interaction activities between users (announcements, assignments, forums, etc.);
- Publication of administrative documents (training attestation/certificate, record of time spent on training activities).

If, in violation of these Conditions, the Subcontractor determines the purposes and means of one or more processing activities, it will be considered a Data Processor with respect to such activities.

4. Types of Personal Data and Categories of Data Subjects

DOKEOS processes on behalf of the Customer the Data necessary for the provision of the services subscribed to under the Contract.

The categories of Personal Data processed are as follows:

- company data (company name, legal form, registered office address, company number, etc.);
- personal identification data (surname, first name, telephone number);
- electronic identification data (email address) ;
- connection data (login, password...) ;
- information on professional activities (function, location, department, etc.) ;
- access rights to DOKEOS software ;
- financial data (bank account number, VAT number, payment methods) ;
- billing information, amounts due and paid, balances...
- any other data supplied by the customer or collected at the customer's request (platform can be customized for each customer);

- tracking data in the form of reports generated by the platform: performance in quizzes, success in quizzes and assessments, progress in e-learning paths, time spent in learning activities, training courses attended... ;
- administrative documents: training attestation/certificate, record of time spent on training activities, etc.
- log data (connection time, connection duration, etc.) ;
- for messaging, metadata (sender, recipient, message size, message date and time, etc.).

The categories of Persons concerned by Data Processing are: Customers and service users.

5. Rights and obligations of the data controller

The Customer undertakes to comply with all obligations incumbent upon it in its capacity as Data Controller.

The Customer is responsible for ensuring that the processing of Personal Data is carried out in accordance with the RGPD (as provided for in Article 24 of the RGPD), applicable EU or Member State data protection provisions.

The Customer has the right and obligation to make decisions regarding the purposes and means of processing Personal Data.

In particular, the Customer shall ensure that there is a legal basis for the processing of Personal Data by DOKEOS.

The customer may issue additional documented instructions at any time during the term of the Services contract. These instructions must always be documented.

The Customer may :

- To access, free of charge, data concerning him/her and to obtain a copy of this data;
- Obtain rectification of incomplete, inaccurate or irrelevant data and obtain completion of incomplete data;
- To demand the deletion of personal data in the circumstances provided for by the regulations;
- To obtain the restriction of processing in the circumstances provided for by the regulations;
- To receive personal data provided by him/her in a structured, commonly used and machine-readable format and to have such data transmitted directly to another data controller where technically possible;
- To object, at any time and free of charge, for reasons relating to his or her particular situation, to the processing of his or her personal data based on the legitimate interests

of Dokeos. He/she may object, on simple request, to the processing of his/her personal data for direct marketing purposes;

- To withdraw consent at any time.

All requests concerning the protection of personal data can be sent by email to privacy@dokeos.com.

The Customer may also send a letter to our head office: DOKEOS SRL, rue Provinciale 264, 1301 Bierges (Belgium) or to our Data Protection Officer (DPO): GDPR Agency, chemin du Cyclotron, 6, 1348 Louvain-la-Neuve (Belgium).

6. Subcontractor's rights and obligations

DOKEOS commits to :

- Only process Personal Data for the **purposes** detailed in point 3 of this Annex;
- To process only the **Data concerned** that is **strictly necessary, adequate and relevant to** the purposes of processing determined, within the framework of the correct and complete execution of the Services that must be carried out on behalf of the Customer or by virtue of compliance with the obligations laid down by law;
- Ensure that **the Data is kept up to date, completed, corrected and deleted in** order to guarantee its accuracy.
- **Assist and cooperate with the Customer in the event of requests made by the competent authorities or the persons concerned** in order to comply with the obligations laid down by the applicable laws and regulations regarding the Protection of Personal Data. To this end, DOKEOS shall inform the Customer without delay of any requests received from the persons concerned and the competent authorities. DOKEOS shall not itself comply with such requests, unless authorized to do so by the Customer;
- **Assist the Customer in carrying out Data Protection Impact Assessments and prior consultation with the competent authorities**, as provided for in Articles 35 and 36 of the RGPD ;
- **Assist and cooperate with the Customer in the event of a Data breach**, in particular in accordance with the provisions of point 9 below;
- Keep a **Register of Processing activities** carried out on behalf of the Customer in accordance with the provisions of Article 30.2 of the RGPD ;
- Make available to the Customer all information necessary to prove compliance with the obligations set out in the RGPD and allow and facilitate **audits**, including **inspections**, carried

out by the Customer or any other auditor commissioned by the Customer and in accordance with Article 28.3.h of the RGPD. DOKEOS undertakes to give the Customer access to its premises subject to a minimum of 30 days' notice;

- To ensure the **complete confidentiality** of the Data received or collected in the course of processing, to guarantee **absolute confidentiality** with regard to such Data and to oblige the persons authorized to process them (employees, subsequent subcontractors, etc.) to respect such confidentiality;
- To create an internal framework and organization that **limits access** to the Data concerned to personnel strictly necessary for the execution of the Processing;
- **Raising** staff **awareness of** data protection ;
- Comply with the RGPD principles of data protection by **design** (Privacy by Design) and data protection **by default** ;

DOKEOS undertakes to act only on documented instruction from the Customer and to take appropriate measures to ensure that any natural person acting under its authority who has access to the Data does not process it, except on documented instruction, unless obliged to do so by Union law or the law of a Member State.

DOKEOS shall inform the Customer immediately if, in its opinion, an instruction given by the Customer constitutes a breach of the Data Protection Regulations.

All instructions, guidelines, e-mail exchanges, technical data, protocols, access codes, diagrams, plans, standards, etc. that are entrusted by the CUSTOMER's personnel to DOKEOS within the operational framework of the execution of the processing constitute the Documented Instructions.

The documented Instructions are confidential and constitute a business secret of the Customer.

In the event of an obvious incompatibility, DOKEOS will suspend processing after notifying the Customer and awaiting new, documented Instructions.

If DOKEOS is required by Union law or the law of the Member State to which it is subject to process Data that does not comply with or is not provided for by the Customer's instructions, DOKEOS undertakes to inform the Customer of this legal obligation prior to Processing, unless the law concerned prohibits such information for important reasons of public interest.

If the processing involves Sensitive Data (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, as well as genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning the sex life or sexual orientation of a natural person, or data relating to criminal convictions and offences), DOKEOS applies specific limitations and/or additional guarantees.

7. Subsequent subcontracting

In order to carry out the Data processing necessary to provide the Customer with the services provided for in the Contract, DOKEOS may have recourse to further subcontractors, to whom specific processing operations are entrusted, which they will carry out on behalf of the Customer. The Customer hereby gives its general consent to the recruitment of further subcontractors, in compliance with the present article.

In this respect, DOKEOS shall ensure that any subsequent Subcontractors provide guarantees with regard to the Protection of Personal Data. DOKEOS will also ensure that any subsequent Subcontractor will be required to comply with contractual data protection obligations at least equivalent to those set out in this Appendix and in any event sufficient guarantees as to the implementation of appropriate technical and organizational measures.

DOKEOS guarantees that its subcontractors comply with the Regulation and this appendix. If the subcontractor does not fulfil its data protection obligations, DOKEOS shall remain fully responsible to the Customer for the subcontractor's fulfilment of these obligations.

8. Location and transfer of Data

Any transfer of Personal Data to third countries by DOKEOS is always carried out in compliance with Chapter V of the RGPD.

In this respect, DOKEOS implements the European Commission's Standard Contractual Clauses and carries out a *Transfer* Impact Assessment.

Where transfers to third countries, which DOKEOS has not been instructed to carry out by the Customer, are required by the legislation of the EU or of the Member State to which Dokeos belongs, Dokeos shall inform the Customer of this legal requirement prior to processing, unless such legislation prohibits such information for important reasons of public interest.

9. Notification of personal data breaches

In the event of a Data breach or in the event of an incident that may compromise the security of the Data, DOKEOS shall:

1. Immediately, and in any event within 24 hours of becoming aware of any breach, notify the Customer by sending an e-mail to the contact address provided by the Customer. The notification shall, at the very least, describe the nature of the Data breach including, if possible, the categories and approximate number of persons affected by the breach and the categories, approximate number of Data records affected and describe the likely consequences of the Data breach.

2. In collaboration with the Customer, immediately and in any event, without undue delay, adopt all necessary measures to minimize any type of risk that the Data breach may create for Data Subjects, remedy such a breach and mitigate any possible negative effects.

DOKEOS undertakes to keep a register containing a list of Data breaches relating to the Data concerned referred to in this agreement, the relevant circumstances, their consequences and the measures adopted to remedy these breaches. This register shall be provided to the Customer upon request.

10.safety measures

Taking into account the state of the art, DOKEOS undertakes, under the conditions of Article 32 of the RGPD, to take all appropriate Technical and Organizational Measures to secure the Personal Data and to maintain their security adequately - including securing against any form of careless, non-expert, incompetent or unlawful use and/or Processing, and securing against loss, destruction or damage - as well as for the protection of the confidentiality and integrity of the Data. These measures are available on request.

11. Duration of personal data processing

Each Customer, as Data Controller, determines the retention period applicable to personal data, on its own media, and in accordance with applicable regulations. We invite you to consult each Customer's Privacy Policy for further information on these retention periods.

Unless otherwise instructed by the customer, personal data will be stored by DOKEOS in its systems for the duration of the contractual relationship and for a period of 3 months from the end of the contractual relationship.

12. End of service

At the end of the service relationship, DOKEOS shall,

1. Immediately cease all processing of the Personal Data concerned; and
2. No later than 3 months from the end of the agreement, unless otherwise instructed by the Customer, delete all copies of the relevant Personal Data, including those held in electronic or paper form, from computer systems, files or any other location or device in which they are held, without prejudice to the relevant Personal Data whose retention is required by applicable law, in which case the data will only be retained for the period prescribed by such law.

13. Application of this Endorsement

In the event of any inconsistency between the Conditions and this Appendix, the terms of the latter shall prevail.

The possible invalidity of one or more clauses of this Annex or part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In the event of the invalidity of one or more clauses, the Parties will negotiate to replace the invalid provision with an equivalent provision that meets the spirit of that provision. If the Parties fail to reach agreement, the competent judge may mitigate the invalid provision to the extent (legally) permissible.

Derogations, modifications and/or additions to the agreement are only valid and binding if they have been accepted by both Parties, unless otherwise provided for in these Conditions.