

NRGFIN

PROVIDING ACTIONABLE INSIGHTS

TERMS AND CONDITIONS



DEFINITIONS

Article 1

For the following words in these **NrgFin Online Terms and Conditions** and the NrgFin Online Agreement the following definitions apply:

Additional Orders: the purchase of subscriptions, modules, changes to (the number of) (view only-) Users, etc. after the NrgFin Online Agreement has come into effect;

Confidential Information: confidential information concerning the Customer or NrgFin, including (a) information which is designated in writing as 'confidential', (b) information that is not generally known to the public, (c) information which is not made generally accessible by the party to which the information relates and/or from whom the information originates, and (d) information which must be presumed to be confidential;

Consultancy Services: the consulting services provided by NrgFin to Customer under the NrgFin Online Agreement or in a separate NrgFin Consulting Agreement;

Customer: the natural person or legal entity that has entered into an NrgFin Online Agreement with NrgFin or in a separate NrgFin Consulting Agreement;

Customer Data: all data that the Customer enters into the EB Insights TM Application or is entered into the EB Insights TM Application on behalf of the Customer.

Defects: all failures in the EB Insights TM Application which substantially interfere with the operation thereof, as described in the Documentation. The lack of certain functionality in a new version of the EB Insights TM Application that was present in an earlier version is not considered to be a Defect;

Employee: an employee of the Customer or NrgFin and/or a natural person or legal entity authorized to perform work for or under the responsibility of the Customer or NrgFin;

EB Insights TM Application: the software described in the NrgFin Online Agreement, to which NrgFin grants the Customer access by means of the NrgFin Online Services for use in accordance with the provisions of the NrgFin Online Agreement;

Log-In Data: usernames, passwords, tokens or other codes exclusively intended for the User to gain access to the EB Insights TM Application.

Log-In Procedure: the procedure prescribed by NrgFin which the Customer must follow in order to gain access to the EB Insights TM Application;

NrgFin: NrgFin bvba acting as a supplier of services under the NrgFin Online Agreement;

NrgFin Online Service(s): the services to be provided by NrgFin, as further described in the NrgFin Online Agreement;

NrgFin Online Terms and Conditions: these NrgFin Online Terms and Conditions;

Privacy Policy: the privacy policy of NrgFin covering NrgFin's processing of Customer's personal information as well as the Customer's client information;

Service Level Agreement: The statement issued by NrgFin setting out the parameters of the expected service level of the EB Insights TM Application which may be updated by NrgFin from time to time.

System Requirements: the minimum requirements for the Customer's hardware and software as prescribed by NrgFin for the proper use of the NrgFin Online Services;

Third Party Components: a software (component), collection of components, or an interface to a callable library, developed by a third party and used by NrgFin in its software for the EB Insights TM Application.

Third Party Services: a service developed by a third party that is enabled by a connection between the EB Insights TM Application and a third party's website or application.

User: the Customer or Employee of the Customer who uses the NrgFin Online Service;

Working Days: Monday through Friday, with the exception of official public holidays;

OFFER AND AGREEMENT

Article 2

2.1 These NrgFin Online Terms and Conditions apply to the NrgFin Online Agreement as well as to all negotiations, offers and other agreements with NrgFin relating to NrgFin Online Services, unless the

parties have expressly agreed otherwise in writing. Wherever these NrgFin Online Terms and Conditions refer to the NrgFin Online Agreement, this shall be deemed to be a reference to the NrgFin Online Agreement including these NrgFin Online Terms and Conditions, unless specifically stated otherwise.

2.2 NrgFin reserves the right, at its sole discretion, to change the NrgFin Online Terms and Conditions from time to time. NrgFin will provide reasonable advance notice through the EB Insights TM Application, Website or by other means before the updated NrgFin Online Terms and Conditions become effective. NrgFin may also change or discontinue the NrgFin Online Services, in whole or in part. In the event that the Customer does not agree to the proposed changes, the Customer may terminate the NrgFin Online Agreement in accordance with Article 5.2., in absence whereof the Customer is deemed to have accepted the changed NrgFin Online Terms and Conditions.

2.3 All quotations regarding the NrgFin Online Services are free of obligations and are revocable.

2.4 The Customer can place an order or Additional Order for NrgFin Online Services in the manner indicated by NrgFin. Each order and Additional Order shall be subject to acceptance by NrgFin, and NrgFin may accept or reject any orders and Additional Orders in its sole discretion. The NrgFin Online Agreement comes into effect (the "Effective Date") on the date NrgFin sends the Customer a confirmation of the order or Additional Order.

2.5 The Customer accepts responsibility for the selection of the NrgFin Online Service to achieve its intended results and acknowledges that the NrgFin Online Service is a multi-tenant offering that has not been developed to meet the individual requirements of the Customer.

2.6 NrgFin sets all its delivery periods to the best of its knowledge and complies with these periods as much as reasonably possible. Insofar it is maximally permitted under applicable law to stipulate such in the NrgFin Online Terms and Conditions, the Customer is never entitled to any damages, compensation or discount as a result of a late delivery.

2.7 Any request of Customer to change the amount of Users and/ or modules shall be considered an Additional Order subject to the provisions of Article 2.4. In the event of a reduction the Customer shall expressly state which specific Users and/or modules must be removed, in absence whereof Customer continues to owe a monthly fee for these Users and/or modules.

RIGHT OF USE

Article 3

3.1 When the NrgFin Online Agreement comes into effect, NrgFin grants the Customer a non- exclusive, non-transferable right to use the EB Insights TM Application during the term of the NrgFin Online Agreement solely for the Customer's internal operations, for the number of Users included in the NrgFin Online Agreement and for the number of modules included in the NrgFin Online Agreement, as well as for any Additional Orders placed during the term of the NrgFin Online Agreement.

3.2 The Customer may not allow the EB Insights TM Application to be used by or for the benefit of any other person or legal entity besides the Customer and its Employees. The Customer may not relicense or sublicense the EB Insights TM Application or use the EB Insights TM Application for third-party training, commercial timesharing, rental or service bureau use.

3.3 The Customer shall expressly not be permitted to use the EB Insights TM Application for or having it used by more Users than the number stated in the NrgFin Online Agreement.

3.4 The Customer is prohibited from assigning or transferring any of its rights or obligations arising from the NrgFin Online Agreement or the NrgFin Online Terms and Conditions to any third parties to the extent that this is not explicitly allowed in the NrgFin Online Agreement. The Customer shall refrain from selling and/or leasing the NrgFin Online Services to other parties without the prior written consent of NrgFin.

3.5 To the extent permitted to it by law, NrgFin is entitled to make adjustments to the EB Insights TM Application as it sees fit. NrgFin will, at its sole discretion, inform the Customer in due time of updates and/or upgrades insofar as these are relevant for the use of the EB Insights TM Application.

3.6 Customer is advised that the NrgFin Online Services make use of certain Third Party Components and Third Party Services, that are governed by license obligations that may contain limitations on exportation, importation, and access.

PRICE AND PAYMENT

Article 4

4.1 All prices, fees and other tariffs applied by NrgFin are exclusive of VAT and exclusive of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter

imposed by any governmental, fiscal or other authority, which can be adjusted interim in accordance with applicable governmental, fiscal or other changes in such levies. Payments shall be made in full and free and clear and without deductions for or on account of any such taxes, levies, imports, duties, charges, fees and withholdings, save as required by law. If Customer is required by law to make any such deduction, it will pay to NrgFin such additional amounts as are necessary to ensure receipt by NrgFin of the full amount which NrgFin would have received but for the deduction. Any and all liability in respect to (payment of) such deductions to the authorities shall be the sole responsibility of Customer.

4.2 The Customer owes NrgFin a fee pursuant to the NrgFin Online Agreement. The fee is due and payable, irrespective of whether the Customer uses the NrgFin Online Services, from the Effective Date for the NrgFin Online Agreement, in accordance with Article 2.4. Any fees due and payable hereunder shall be separate from any applicable Consultancy Service fees which shall be invoiced separately. Additional Orders purchased by the Customer during the term of the NrgFin Online Agreement will be invoiced pro rata from the moment the Additional Order is actually accepted and processed.

4.3 NrgFin may adjust the fees referred to in this Article 4 on a monthly basis. Where possible NrgFin will inform the Customer about such fee adjustment one month prior to the effective date of the fee adjustment. In the event that such fee adjustment results in higher fees and Customer does not agree to the proposed adjustment, the Customer may, terminate the NrgFin Online Agreement in accordance with Article 5.2, in absence whereof the Customer is deemed to have accepted the adjusted fees.

4.4 Fees will be paid solely in advance. Any other fees concerning the NrgFin Online Agreement (e.g for Consultancy Services and/or trainings) will be paid at the end of the month, or, only if explicitly agreed with NrgFin, at the end of the year. As a result there is a possibility that the Customer will have to pay a final amount even after the NrgFin Online Agreement is terminated.

4.5 If the Customer fails to meet its payment obligations under this Article 4, or fails to do so on time, the Customer is in default, without any further notice of default being required. Once in default, interest shall accrue on the unpaid balance of overdue amounts at a rate of 1.5% per month (or part thereof). Such interest shall accrue from the payment due date until the date payment of the overdue amount and accrued interest is made in full.

4.6 The Customer shall be liable to NrgFin for all costs, expenses, loss and damages including, but not limited to, attorney fees and costs of collection incurred by NrgFin, as a result of the Customer not meeting its payment obligations. The (collection) costs incurred by NrgFin will be set at a minimum of 15% of the principal amount of the claim.

4.7 Notwithstanding the provisions of this Article 4, in the event of the occurrence of any situation referred to in Article 5.4 or if the Customer still fails to pay the due amounts after NrgFin has followed the procedure described in Article 4.9, NrgFin shall be entitled to require immediate advance payment from the Customer for the remainder of the intended term of the NrgFin Online Agreement. This total fee will be immediately due and payable.

TERM AND TERMINATION OF THE AGREEMENT

Article 5

5.1 The NrgFin Online Agreement commences when the conditions in Article 2.4 of these NrgFin Online Terms and Conditions are fulfilled (the Effective Date) and is entered into for a period of two months, unless the parties have expressly agreed otherwise in the NrgFin Online Agreement. The term of the NrgFin Online Agreement will not change as a result of the Customer adding Additional Orders under the same NrgFin Online Agreement. After this term or a different term that was explicitly agreed upon expires, the NrgFin Online Agreement will be tacitly renewed each time for a subsequent period of one month, unless the parties have expressly agreed otherwise in the NrgFin Online Agreement.

5.2 The NrgFin Online Agreement can only be terminated by parties taking into account a notice period of one month, unless otherwise stated in the NrgFin Online Agreement.

5.3 Without prejudice to any other rights or remedies available to it, NrgFin may suspend without liability the performance of any of its obligations under the NrgFin Online Agreement and/or block Customers access to the NrgFin Online Services in the event the customer neglects or fails to perform or observe any of its obligations under the NrgFin Online Agreement and, after having been notified.

5.4 NrgFin may terminate the NrgFin Online Agreement without liability at any time with immediate effect and without judicial intervention by providing (electronic) notice to the Customer in the event Customer:

- a) neglects or fails to perform or observe any of its obligations under the NrgFin Online Agreement and, after having been notified

thereof in writing by NrgFin, fails to remedy such neglect or failure within a reasonable period after provision of such notice; or

b) files or has filed against it a petition in bankruptcy which is not dismissed within 30 days, has a receiver appointed to handle its assets or affairs, admits that it is insolvent or is otherwise unable to pay its debts as they mature, when NrgFin may reasonably conclude from the circumstances that the Customer is no longer able to pay its debts as they mature, is wound-up or liquidated or ceases to do business as a going concern.

5.5 Notwithstanding anything to the contrary in the NrgFin Online Agreement, termination of the NrgFin Online Agreement shall neither relieve Customer of any accrued obligations to pay fees or other due amounts to NrgFin, nor entitle Customer to any refund of fees or other amounts paid hereunder. NrgFin is in no event obliged to pay any damages as a result of a termination as described in Articles 5.1, 5.3 or 5.4.

5.6 If the NrgFin Online Agreement is terminated, the Customer may download all Customer Data up to the last day of the NrgFin Online Agreement. After termination of the NrgFin Online Agreement, the Customer will immediately and permanently cease use of the EB Insights TM Application and will no longer have access to the EB Insights TM Application and its data.

5.7 For up to three months after the termination of the NrgFin Online Agreement, the Customer may request NrgFin to reactivate the NrgFin Online Agreement. NrgFin has no obligation to honor such request if NrgFin has not received proper payments from the Customer in accordance with Articles 4.6 and 4.7 and any reactivation will only become effective when the first payment of any applicable reactivation fee is received by NrgFin. After the reactivation the Customer may again have access to the Customer Data as it was stored in the EB Insights TM Application prior to Customer's termination, if and when such Customer Data is still readily available at NrgFin and can be provided to Customer. In view of this Article 5.7, Customer hereby consents that NrgFin (i) will retain Customer Data during the period of three months after the termination of the NrgFin Online Agreement, and (ii) will delete the Customer Data ultimately six months after the termination of the NrgFin Online Agreement.

5.8 If Customer enters into a yearly NrgFin Online Agreement, the following terms shall apply:

a) Any reference to 'per month' or 'monthly' shall mean 'per year' or 'yearly';

b) In deviation from articles 5.1 and 5.2 of the NrgFin Online Terms and Conditions the NrgFin Online Agreement:

- is entered into for a period of one year;
- will be tacitly renewed each time for subsequent periods of one year;
- can be terminated by either party at the end of each period of one year, taking into account a notice period of one month.

c) In deviation from article 4.3 of the NrgFin Online Terms and Conditions, following a fee adjustment, the Customer is entitled to terminate the NrgFin Online Agreement through the EB Insights TM Application as per the date the adjusted fee becomes effective.

d) In line with article 4.4 of the NrgFin Online Terms and Conditions the Customer will pay a monthly fee unless agreed otherwise.

e) In line with article 4.6 of the NrgFin Online Terms and Conditions direct debiting will occur monthly.

Article 5.8 applies the same way for a Quarterly NrgFin Online Agreement.

LOG-IN PROCEDURE

Article 6

6.1 The Customer and Users shall access the EB Insights TM Application via the Log-In Procedure using only the Log-In Data that was provided to the Customer by NrgFin. NrgFin is entitled to adjust the Log-In Procedure as it sees fit and shall inform the Customer thereof in a timely manner.

6.2 The Customer is responsible for the Log-In Data and must treat this data with due care. The Log-In Data is personal to the individual User and may not be shared with or transferred to any other party or person, neither within nor outside the Customer's organization. The Customer and Users must observe absolute secrecy concerning the Log-In Data. The Customer is solely and exclusively liable for all use of its Log-In Data by Customer, its Employees and Users. Furthermore all actions by the Users in this context are at the Customer's expense and risk. NrgFin does not accept any liability in this respect.

RULES OF USE

Article 7

7.1 The Customer shall access and use the EB Insights TM Application solely in accordance with:

- a) the provisions of the NrgFin Online Agreement;
- b) these NrgFin Online Terms and Conditions;
- c) all applicable laws, statutes and regulations.

The Customer shall not use the NrgFin Online Services for action(s) and/or behavior that exposes NrgFin to negative publicity.

7.2 The Customer guarantees that the Users will handle their access to the EB Insights TM Application and the information thus obtained in a responsible manner. For clarity, the Customer retains and/or accepts unconditionally the ultimate responsibility for any information the Users add to or change in the EB Insights TM Application.

7.3 The Customer shall not:

- a) use or attempt to use the NrgFin Online Service for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in violation of any intellectual property rights belonging to any third party;
- b) use or attempt to use the NrgFin Online Service in any way which disrupts, restricts or interferes with the provision of the NrgFin Online Service and/or its availability to and use by other users authorized by NrgFin;
- c) access or attempt to access any part of the NrgFin Online Service which the Customer is not authorized to access and/or to access any data which is held within or accessible via the NrgFin Online Service other than any data which has been entered by the Customer together with any data which is made publicly available by NrgFin to all users within or via the NrgFin Online Service;
- d) access or attempt to access any part of the NrgFin Online Service via automated means (e.g. via a "scrape", "crawl" or "spider");
- e) access, store, distribute, upload or transmit any viruses, Trojan horses, worms or any other electronic contaminants or devices during the course of the Customer's use of the NrgFin Online Services;

f) use any form of automated integration;

g) except as may be allowed by any mandatory applicable law and provided that the information that Customer requires is not otherwise available, reverse engineer, decompile, copy, distribute, disseminate, sublicense, modify, translate, scan, adapt or in any other way modify and/or reproduce any software or other code or script which forms part of or is accessible via the NrgFin Online Service or Website; and/or

h) cause or attempt to cause, by its actions or omissions, any direct or indirect disruption of the functioning of NrgFin's infrastructure, or a part thereof, the infrastructure of third parties and/or links between these infrastructures by the content or size of its data traffic.

7.4 Without prejudice to the foregoing, the Customer shall refrain from using the NrgFin Online Services for disseminating spam or facilitating spam (which includes without limitation having open SMTP relays and/ or proxies, having open proxies, hosting or enabling the hosting of websites advertised by means of unsolicited messages and providing DNS services for such websites). The Customer bears the burden of proof for demonstrating that permission was granted in advance by the addressee in the event of large quantities of communication sent by or on the Customer's behalf. The Customer is liable for the damage caused by the dissemination of spam. Damages are understood to include, but not limited to, the compensation for time spent by NrgFin on removing the IP addresses of NrgFin 7.7 and other customers of NrgFin that, as a result of the spam, have been included on spam filters' blacklists, as well as the costs arising 7.8 from dealing with the complaints about the spam disseminated by the Customer.

7.5 NrgFin provides the NrgFin Online Services on the basis of a fair use policy. That is to say, it does not in principle impose any restrictions on the nature and size of the Customer's use of the NrgFin Online Services other than referred to in the Articles 7.1 to 7.5.

7.6 NrgFin offers the NrgFin Online Services for an amount of information stored by it and the volume of data transport realized by which can be expected as average in a small or medium sized utility enterprise. This is on the understanding that NrgFin reserves the right to take measures in the event of excessive use, which is use that significantly exceeds an average Customer's use. The Customer must immediately take measures to end the aforementioned excessive load after the first notification from NrgFin. NrgFin has the right to suspend the NrgFin Online Services in the event of

(suspected) persistent excessive load. NrgFin may charge to the Customer the costs associated with this excessive load at the prices and rates effective at that time. Excessive load is understood to include excessively high use of processing, memory, network, disk and storage capacity, as well as excessive use of support and management services.

If the Customer and NrgFin have agreed in the NrgFin Online Agreement on a limitation of the number of transactions, messages, or entries registered by the Customer, whether or not for a specified period of time, NrgFin is, if that number is exceeded, entitled to charge Customer for the numbers exceeded at the agreed rate per the amount and/or size exceeded. The Customer hereby agrees that NrgFin may access Customers Data to report the number of transactions, mutations, or (financial) entries registered by the Customer, solely to be used to determine whether the amount and/or size agreed on by the parties has been exceeded. NrgFin's records shall constitute conclusive evidence, subject to proof to the contrary by the Customer. The Customer is responsible for the operation of its hardware, software, configuration, peripheral equipment and internet connections necessary to use the NrgFin Online Services. The Customer guarantees that the equipment and software it uses for the NrgFin Online Services satisfies the System Requirements. The Customer is responsible for taking the necessary measures to protect its equipment, software and telecommunication, Log-In Data and internet connections against viruses, cybercrime and unlawful use by third parties.

7.8 If NrgFin, at its sole discretion, feels that there is a danger to the undisturbed functioning of NrgFin's infrastructure and/or of the service provision to NrgFin's Customers, such as but not limited to viral infections, denial of service attacks, port scans, hacking, spam from or because of the Customer, or otherwise, NrgFin may give instructions that must be followed immediately by the Customer, and has the right to suspend service provision entirely or partially as long as the particular danger exists. The Customer is in default, without further notice of default being required, if the instructions are not followed by the Customer immediately.

7.9 NrgFin is entitled to conduct or have an audit and/or inspection carried out in order to investigate whether the Customer is complying with the provisions of the NrgFin Online Agreement, provided such audit and/or inspection takes place during normal business hours and in such a way that the Customer's business operations are not unreasonably obstructed. The costs of this audit are at NrgFin's expense, unless the audit proves that the Customer is not complying with the conditions of

the NrgFin Online Agreement, in which case the costs will be at the Customer's expense.

7.10 For every (suspected) misuse or other improper use of the EB Insights TM Application or any violation of the provisions of the NrgFin Online Agreement, NrgFin may, at its discretion and effective immediately:

- a) demand the Customer to temporarily or permanently remove any offending data from equipment, systems and/or (in the event of hosting) the Customer's servers; and/or
- b) temporarily or permanently limit or block the Customer's access to or use of the EB Insights TM Application;
- c) entirely or partly stop or suspend its service provision;
- d) terminate the NrgFin Online Agreement, all without prejudice to the Customer's obligation to pay the remaining fees pursuant to the NrgFin Online Agreement and without NrgFin being required to pay the Customer any damages or other compensation. When feasible, it is NrgFin's preference to give the Customer notice so that violations may be addressed voluntarily; however, NrgFin reserves the right to act without notice when necessary, as determined by NrgFin, at its sole discretion. Refunds or credits are not issued in connection with actions taken for violations of the NrgFin Online Agreement.

AVAILABILITY

Article 8

8.1 NrgFin shall use commercially reasonable efforts to ensure optimal availability of and access to the EB Insights TM Application. The applicability of any Service Level Agreements must be expressly agreed between parties.

8.2 Notwithstanding Article 8.1, NrgFin is entitled, without any prior notice, to (temporarily) block or disable access to the EB Insights TM Application or limit the use thereof insofar as may be reasonably necessary from time to time:

- a) in order to carry out preventative or regular maintenance and upgrade work;
- b) in the event of any actual or suspected security breach; and/or
- c) in the event of any other emergency, all without the Customer thereby being entitled to

seek compensation from NrgFin. NrgFin will endeavor to limit these measures to a minimum and, to the extent commercially practicable, inform the Customer in a timely manner.

SUPPORT

Article 9

9.1 The Customer is entitled to support for the use and functionality of the NrgFin Online Services for the duration of the NrgFin Online Agreement. Only a User can request support, which consists of the right to submit questions. NrgFin provides 2nd line support, delivered by email or telephone within 48 hours after the support request.

CONSULTANCY

Article 10

10.1 The Customer can order Consultancy Services. NrgFin shall plan the delivery of the Consultancy Services in consultation with the Customer, meeting any planning desired by Customer as far as reasonably possible. NrgFin shall use commercially reasonable efforts to perform the Consultancy Services in accordance with the agreed planning.

10.2 Consultancy Services will be performed on Working Days from 9:00 a.m. to 5:00 p.m. and shall be invoiced to Customer upon delivery (time and material basis unless stated otherwise).

CUSTOMER DATA

Article 11

11.1 The Customer will at all times remain the proprietor and owner of the Customer Data and Customer is solely responsible and liable for the content and accuracy of the Customer Data. The Customer's compliance with all applicable government laws and regulations associated with the creation, retention or disposition of (computer generated) data in any jurisdiction where Customer uses the EB Insights TM Application or transmits Customer Data using the EB Insights TM Application is solely the responsibility of Customer. NrgFin will not be subject to any statutory retention period regarding the data entered by the Customer within the EB Insights TM Application.

11.2 NrgFin warrants that the Customer Data is protected to the extent commercially and reasonably practical against loss, damages or destruction; but NrgFin cannot guarantee that no loss, damages or destruction of data will occur. NrgFin continuously makes a back-up of Customer Data strictly for data recovery purposes. NrgFin cannot provide this back-up directly to the

Customer. Therefore NrgFin advises the Customer to make a back-up of all data entered through the EB Insights TM Application as frequently as appropriate (e.g. for the year-end closing) to enable it to recover such data with minimal impact to its business. Such back-ups need to be stored outside the EB Insights TM Application or SFTP server. In no event shall NrgFin be liable for the costs of (reproducing) mutilated, corrupt or lost data, nor for any (consequential) damages or loss of profit on the part of the Customer.

PERSONAL DATA AND PRIVACY

Article 12

12.1 Customer acknowledges and agrees that the NrgFin's Privacy Policy shall apply to NrgFin's processing of Customer's personal information. The Customer hereby expressly agrees to the Privacy Policy. The terms in the Privacy Policy in combination with this NrgFin Online Agreement constitute a data processing agreement under which Customer is the data controller and NrgFin is the data processor.

12.2 In relation to any data that the Customer has entered through the EB Insights TM Application, the Customer:

- a) guarantees that it will process, store and use its personal data in accordance with all applicable laws, regulations and codes of practice;
- b) shall comply with all of its obligations as the controller and/or as processor of that data under any applicable data protection and privacy legislation, including, but not limited to, ensuring that all necessary information is provided to all data subjects whose data formed part of the data entered regarding the proposed use and disclosure of their data as a result of the Customer's use of the NrgFin Online Service;
- c) shall ensure that it has secured all necessary consents and authorizations which are required to enable it to process and store its personal data via the EB Insights TM Application and NrgFin shall have no responsibility or liability to the Customer to secure any required consents or authorizations on its behalf; and
- d) shall deal with any and all requests from data subjects and/or any other regulatory authority relating to the Customer Data.

The Customer indemnifies NrgFin in full on demand against any and all claims, costs, losses, damages,

expenses, actions, fines and/or penalties which NrgFin may suffer or incur or have imposed on it relating to any claims by Customer, its employees, agents and consultants, Customer's clients and prospects or any other third party, or by a supervisory authority, regarding data which is processed by the Customer and/ or NrgFin in the scope of the NrgFin Online Agreement (including as a result of any claim or allegation that such processing is an infringement of any local and/or international data protection legislation and/or other legislation related to the processing of personal data) save that such indemnity shall not apply to the extent that any matter complained of is reasonably and directly attributable to any failure by NrgFin to comply with any of its obligations under the NrgFin Online Agreement.

12.3 NrgFin warrants that, as a data processor, it shall take appropriate technical and organizational measures against the unauthorized or unlawful processing of Customer Data and against the accidental loss, destruction or damage of Customer Data.

12.4 Except to the extent specifically provided in the NrgFin Online Agreement or the Privacy Policy, and/or as may be reasonably required to enable NrgFin to comply with its obligations under the NrgFin Online Agreement, NrgFin will not examine the data which the Customer has placed with NrgFin through the EB Insights TM Application unless explicitly agreed as such by the Customer and NrgFin, or unless NrgFin must do so pursuant to statute, a regulation, a judicial order or an order by a government or administrative agency. NrgFin is entitled to access, aggregate and use Customer's Customer Data under the Privacy Policy and when requested to do so under a NrgFin Consulting Agreement.

CONFIDENTIALITY

Article 13

13.1 Neither party will disclose Confidential Information received from the other party or use such information for any other purpose than for which the Confidential Information was disclosed and/or as may be reasonably necessary to enable each party to comply with its obligations under the NrgFin Online Agreement and to exercise the rights granted to it pursuant to the NrgFin Online Agreement, including that NrgFin may disclose the Customer's Confidential Information to those of its officers, employees, subcontractors and professional advisors who need to know it for the purpose of performing NrgFin's obligations under the NrgFin Online Agreement.

13.2 Both parties will take all reasonable precautions to ensure they comply with their

confidentiality obligations. None of the provisions in this Article imposes any restrictions on the receiving party in respect of information or data – either the same or similar to the information or data contained in the Confidential Information or otherwise – when that information or data:

- a) was already the legal property of the receiving party before it was obtained from the disclosing party;
- b) was developed independently by the receiving party without using information or data from the disclosing party;
- c) is or will become generally known or accessible, other than by an act or omission on the part of the receiving party; or
- d) is disclosed to the receiving party by a third party, without a confidentiality obligation towards the disclosing party being breached.

13.3 The confidentiality obligations pursuant to this Article do not apply if the Confidential Information of the disclosing party must be disclosed pursuant to the law, an ordinance, a court order or a decision by a government agency, on condition that the receiving party makes every effort to limit the scope of the required disclosure.

13.4 The parties guarantee that their Employees, as well as third parties engaged by the parties, will comply with the confidentiality obligations set out in the Articles 13.1 and 13.2.

INTELLECTUAL PROPERTY RIGHTS

Article 14

14.1 All copyrights, patent rights, trade name rights, trademark rights, database rights, rights in designs (in each case whether registered or unregistered), rights in confidential information and trade secrets and other intellectual and industrial property rights, as well as all similar rights for the protection of (information in respect of) the EB Insights TM Application are the exclusive property of NrgFin. None of the provisions in the NrgFin Online Agreement or NrgFin Online Terms and Conditions can be interpreted in such a way that it results in the full or partial transfer of these rights to the Customer.

14.2 The Customer is prohibited from changing, removing or making unrecognizable any notice in respect of NrgFin's intellectual property rights on the EB Insights TM Application.

14.3 NrgFin is not liable toward the Customer as a claim is based on:

a) use of the EB Insights TM Application in connection with data, equipment or software not provided by NrgFin, whereby the EB Insights TM Application in and of itself would not constitute any infringement or otherwise be the subject of the claim;

b) incorrect or unauthorized use of the EB Insights TM Application;

c) any use of the EB Insights TM Application by or on the behalf of the Customer in breach of the NrgFin Online Agreement and the NrgFin Online Terms and Conditions;

d) an amendment to the EB Insights TM Application made by a natural person or legal entity other than NrgFin; or

e) NrgFin's compliance with strict instructions from the Customer.

The Customer shall indemnify, defend and hold NrgFin harmless against claims brought directly against NrgFin as described in points a) to e) of this Article 14.3.

LIABILITY

Article 15

15.1, NrgFin is never liable for: punitive damages, loss of profits, missed savings, reduced goodwill, damages resulting from operational stagnation, damages resulting from claims by the Customer's customers, corruption or loss of (the use of) data, damages associated with the use of third-party items, materials or software prescribed to NrgFin by the Customer, damages associated with the deployment of suppliers prescribed to NrgFin by the Customer, or any other form of indirect, incidental or consequential losses or damages, irrespective of the nature of the action (breach of contract, tort or otherwise), even if NrgFin was notified of the possibility of such loss or damages or was aware of the possibility for such damages to occur whether as of the Effective Date of the NrgFin Online Agreement or otherwise.

15.2 NrgFin is never liable for any damages of whatever nature suffered by the Customer:

a) due to the fact that the EB Insights TM Application is temporarily unavailable, or temporarily unavailable in its proper or complete form;

b) in connection with the functioning or malfunctioning of software of the Customer or of third parties, of the equipment of the Customer, NrgFin or third parties, or of Internet

connections of the Customer, NrgFin or third parties; and/or

c) in connection with the inaccurate, incomplete or late sending or receipt of Customer Data or any other data placed with NrgFin via the EB Insights TM Application.

The Customer acknowledges and accepts that the EB Insights TM Application can never be perfect or be 100% free of Defects and that not all Defects can or will be remedied.

15.3 Except as provided in Article 15, Customer's clients, prospects, employees, representatives, agents and (sub)Contractors are not intended to be third party beneficiaries under this NrgFin Online Agreement and do not become a party to the NrgFin Online Agreement; the Customer agrees to indemnify in full and on demand NrgFin, its Employees, representatives and/or (sub)Contractors and agents engaged for the fulfilment of the obligations of NrgFin, against third-party claims resulting from or relating to the NrgFin Online Agreement or NrgFin Online Terms and Conditions, unless the Customer is able to enforce these claims against NrgFin with due observance of the provisions in this Article, as if the Customer had suffered the damages itself.

15.4 NrgFin shall only be liable if the Customer serves NrgFin with proper notice of default for the attributable breach in question without delay, by electronic means in accordance with Article 17.6 of these NrgFin Online Terms and Conditions, whereby and in such notice the Customer must provide NrgFin with a reasonable term to remedy and cure the breach, (which in any event must not be less than 30 days), and NrgFin culpably remains in breach of its obligations even after the term has passed. The notice of default must describe the breach as comprehensively and as detailed as possible, allowing NrgFin to respond adequately.

15.5 In the event that NrgFin is in breach of any of its obligations under the NrgFin Online Agreement then any right to compensation or damages which the Customer may have, shall become void if the Customer fails to take measures to:

a) limit and mitigate its damages immediately after it occurs;

b) prevent (any other or additional) damages from occurring; or

c) notify NrgFin of the damages as soon as reasonably possible and provide it with all relevant information.

15.6 The provisions of this article and other limitations and exclusions of liability referred to in these NrgFin Online Terms and Conditions shall also apply for the benefit of all natural persons and legal entities that NrgFin engages in the performance of the NrgFin Online Agreement.

15.7 The Customer acknowledges and accepts that the information that is made available via the EB Insights TM Application and/or the Website by or on behalf of NrgFin is provided without any guarantees unless explicitly stated otherwise, and the Customer or third parties are not entitled to derive any rights from this information.

15.8 With the exception of provisions that have been expressly included in the NrgFin Online Agreement, NrgFin does not make any other or further guarantees, promises or conditions in respect of the NrgFin Online Services supplied to the Customer. NrgFin hereby rejects all other guarantees, promises or conditions, either explicit, implicit or pursuant to the law (including but not limited to guarantees or warranties of merchantability or fitness for a particular purpose, non-infringement or other rights in respect of the NrgFin Online Services.

15.9 NrgFin develops 'international' Software. This means that the Software is suitable for use in many countries. Furthermore, for some countries, localised Software is made. 'Localised Software' means that the international version of the Software is adapted and/or localisations are integrated to support as much as reasonably possible (mandatory) legislations and the most common business rules in a country. Any Localised Software is made at NrgFin's sole discretion. Although it is NrgFin's intention that Localised Software supports as much as possible (mandatory) legal requirements and common business rules, it cannot guarantee this. Whether or not a special country specific functionality is supported and if so, in what way, may differ per country and is up to NrgFin's sole discretion.

FORCE MAJEURE

Article 16

16.1 Neither party is obliged to comply with a contractual obligation, with the exception of a payment obligation, resulting from the NrgFin Online Agreement or the NrgFin Online Terms and Conditions, if compliance is prevented by a force majeure. Force majeure includes but is not limited to: military actions, any acts of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared), the elements, unavailability of or disruptions in telecommunication data network or

internet connections, power loss/electrical power outage, delays or failures of NrgFin's suppliers, transport problems and strikes.

16.2 If, at the time the force majeure occurs, NrgFin has already partially met its obligations, or if NrgFin can only partially meet its obligations as a result of the force majeure, NrgFin is entitled to invoice separately for the performance already delivered or the deliverable part of the performance and the Customer is obliged to pay this invoice as if it concerns a separate agreement.

16.3 Throughout the duration of the force majeure, NrgFin shall be entitled to suspend the fulfilment of its obligations. If this period lasts for more than three months, NrgFin shall be entitled to terminate the NrgFin Online Agreement with immediate effect by notice and without any obligation to pay the Customer any damages or compensation.

MISCELLANEOUS

Article 17

17.1 NrgFin may at any time sub-license, assign, transfer, novate, charge, outsource or sub-contract the performance of any of its rights and/or obligations under the NrgFin Online Agreement. In the case of any outsourcing or sub-contracting NrgFin shall remain liable to the Customer for the acts or omissions of any of its service providers or sub-contractors as if those were the acts or omissions of NrgFin itself under the NrgFin Online Agreement.

17.2 If any provision from the NrgFin Online Agreement or these NrgFin Online Terms and Conditions is completely or partially void, voidable or conflicts with any applicable law, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such provision shall be interpreted and enforced as closely as possible to the intent of the parties. The other provisions of the NrgFin Online Agreement or these NrgFin Online Terms and Conditions will remain in full force.

17.3 NrgFin's failure to exercise or delay in exercising any right, power or privilege under the NrgFin Online Agreement or these NrgFin Online Terms and Conditions shall not constitute a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

17.4 The NrgFin Online Agreement constitutes the final, complete and exclusive statement of the Agreement between the parties in respect of the subject matter hereof and supersedes all prior and simultaneous written and oral negotiations, understandings and agreements between the

parties in respect to the subject matter hereof, including specifically any NrgFin advertising or sales materials.

17.5 Unless explicitly accepted by NrgFin, the applicability of all or part of any general terms and conditions of the Customer including any terms and conditions contained on a purchase order or any ordering document, are hereby rejected.

17.6 Any communications between NrgFin and the Customer may occur electronically except insofar as the NrgFin Online Agreement and/ or the law provide differently. The version of the communication in question saved by NrgFin will be considered proof thereof, subject to proof to the contrary by the Customer. Electronic communications shall be deemed to have been received on the day they are sent, unless the recipient proves otherwise. If the communication is not received because of delivery and/or accessibility problems, this is at the Customer's risk, even if the electronic inbox is located at a third party.

17.7 Except for the provisions of Articles 2.2 and 4.3, the NrgFin Online Agreement may only be amended by means of an explicit agreement between the Customer and NrgFin.

Belgium

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NRGFIN
PROVIDING ACTIONABLE INSIGHTS

APPLICABLE LAW AND DISPUTES

Article 18

18.1 The NrgFin Online Agreement, including these NrgFin Online Terms and Conditions, are governed by and interpreted in accordance with the laws of Belgium exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

18.2 Notwithstanding the competency of any other court statutorily and peremptorily designated, any and all disputes, disagreements or claims resulting from or associated with the NrgFin Online Agreement and/or the NrgFin Online Terms and Conditions, or with the non-compliance, termination or invalidity thereof or any other dispute between the Customer and NrgFin shall be exclusively submitted to the court of the Hasselt ("Rechtbank van Koophandel Antwerpen-afdeling Hasselt).

Netherlands

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