

GENERAL TERMS

SOFTWARE PLATFORM

Latest update: January 19, 2024

Article 1: Definitions

Agreement: The license agreement between the Customer and Carbon+Alt+Delete, consisting of the Order Form and the General Terms (i.e., this document), and into effect as of the Effective Date.

(Annual) License Fee: The recurring fees payable by the Customer to Carbon+Alt+Delete in consideration of the License.

Company Account: The client of the Customer who gains lawful access to the Software Platform through the Customer and the account on the Software Platform related thereto.

Company Account User: Person who has access to the Software Platform in the capacity of employee and/or representative of a company that has a commercial relationship with the Customer.

Controller: A natural or legal person who determines the purpose and means of the processing of Personal Data.

Customer Data: (i) any content, data, information or material provided or submitted by the Customer or on its behalf to Carbon+Alt+Delete in the course of utilizing the Software Platform, (ii) any content, data, information or material that is collected or generated by the Software Platform that results from input of the Customer, and (iii) any content, data, information or material provided or submitted by a Company Account User when using the Software Platform.

Expert User: Person who has access to the Software Platform in the capacity of employee and/or representative of the Customer.

License: The usage rights to the Software Platform as granted by Carbon+Alt+Delete to Customer, subject to the terms and conditions as stated herein.

Order Form: The order form concluded between Customer and Carbon+Alt+Delete with respect to Customer's License to use the Software Platform.

Personal data: Any information about a natural person that can be used directly or indirectly to identify this person, such as a name, an identification number, location data, an online identifier or one or more elements characteristic of the identity of that natural person.

Processor: A natural or legal person who processes Personal Data on behalf of the Controller.

Software Platform: Web-based platform, developed, owned and commercialized by Carbon+Alt+Delete, to calculate and reduce the carbon footprint of companies, including but not limited to all developed source code and databases.

Term: The initial contract term, including all potential renewals thereof.

Terms of Use: The terms of use as set forth on the Software Platform, to which the Customer and Company Account Users agree to comply in the framework of using the Software Platform ([see here](#)).

Article 2: Applicability

These General Terms shall govern all Order Forms concluded between the Customer and Carbon+Alt+Delete, insofar as they are not deviated from in separate agreements entered into in writing, and without prejudice to the application of mandatory legal provisions.

Specific terms and/or product details will be set forth in the applicable Order Form(s), each of which become binding on the Parties and subject to these General Terms and documents referenced therein upon signature of such Order Form by both Parties. Order Forms remain valid for 1 (one) month, unless stated otherwise in the Order Form.

Customer's general terms and conditions are not applicable and expressly excluded.

In the event of contradiction between provisions of the Order Form and the General Terms, the provisions of the Order Form shall prevail.

Carbon+Alt+Delete reserves the right to unilaterally and at any time modify these General Terms provided it gives prior written notice of such changes to Customer (including without limitation by e-mail). In this event, Customer may terminate this Agreement within fifteen (15) days of such notice by notifying Carbon+Alt+Delete of such termination in writing. If Customer does not notify Carbon+Alt+Delete of such termination, the new terms shall become effective as of the date specified in the notice of Carbon+Alt+Delete.

Article 3: License to use the Software Platform

The content of the License is specified in the Order Form.

Subject to the timely payment of the License Fees by the Customer, Customer's compliance with the terms of the Agreement, and the Customer's and Company Account Users' compliance with the Terms of Use, Carbon+Alt+Delete hereby grants to the Customer solely for the Term a restricted, personal, non-exclusive, non-transferable License, which is non-sublicensable (except to the extent provided in the Agreement) to access and use the Software Platform for Customer's internal business purposes. This License shall include the rights for Customer to:

- (i) use the Software Platform to enable its clients to calculate and reduce their carbon footprint; and
- (ii) demonstrate, market, and distribute the Software Platform to its Company Account User(s).

The Customer may sublicense the rights granted to it under this article to Company Account Users for the sole purpose of calculating their carbon footprint and provided that the Customer shall impose on the Company Accounts and Company Account Users terms and conditions which are at least as strict as the ones set out in these General Terms. For such terms and conditions, the Customer can refer to the Terms of Use. In the event a Company Account User would not comply with any term or condition of the Terms of Use, the Customer will be jointly and severally responsible and liable with such Company Account (Users) towards Carbon+Alt+Delete pursuant to the Agreement.

Unless such use has been expressly approved in writing by Carbon+Alt+Delete, the Customer acknowledges and agrees that any use of the Software Platform outside or beyond the Agreement will entitle Carbon+Alt+Delete to immediately terminate or suspend the Agreement for material breach by the Customer, without any formalities being required and without prejudice to any other right or remedy available to Carbon+Alt+Delete.

Carbon+Alt+Delete reserves the right to make, in its sole discretion, changes and updates to the Software Platform from time to time without prior notification to the Customer. If any such revision to the Software Platform would materially reduce any features or functionalities of the Software Platform, Carbon+Alt+Delete shall prematurely and taking into account a reasonable notice period, notify such revisions to the Customer prior to their implementation.

The Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Platform, and will notify Carbon+Alt+Delete promptly in writing of any such unauthorized use which Customer may become aware of.

Article 4: Restrictions on use

The Customer agrees to comply with all laws, rules and regulations applicable to its use of the Software Platform. The Customer agrees that it will not itself or through any parent, subsidiary, affiliate, agent, (sub)contractor or other third party:

- (i) use or copy the Software Platform otherwise than for the use permitted in the Agreement;
- (ii) provide, make available to, license, sub-license, sell, re-sell, rent, lease, transfer, distribute or permit individuals other than the Company Account Users or Expert Users to use the Software Platform, either in whole or part, except as expressly set forth in the Agreement.;
- (iii) modify or create derivative works of the Software Platform, except as expressly provided in this Agreement;
- (iv) decompile, disassemble, reverse engineer or attempt to derive, reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software Platform by any means whatsoever, or disclose any of the foregoing except to the extent expressly permitted by applicable law;
- (v) encumber any lien or security interest on the Software Platform;
- (vi) use the Software Platform in an environment not expressly permitted under the Agreement or use the Software Platform in any way that (i) is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or (ii) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity;
- (vii) exceed the allowed number of Company Accounts paid for, unless payment of an extra fee;
- (viii) circumvent any technical or other protective measures (including any user limits or view restrictions) embedded in the Software Platform; and
- (ix) perform any act or fail to perform any act the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of Carbon+Alt+Delete or violates any applicable law.

Upon first request by Carbon+Alt+Delete, the Customer will provide Carbon+Alt+Delete with such information, certifications and access to its systems as may reasonably be requested by Carbon+Alt+Delete to verify compliance with the restrictions on the use of the Software Platform.

No express or implied license or right of any kind is granted to the Customer regarding the Software Platform or any part thereof, including but not limited to any right to obtain possession of any source code, data or other technical material relating to the Software Platform, unless otherwise provided in the Agreement.

Article 5: Sub-license to use emission factor datasets

Carbon+Alt+Delete offers access to certain emission factor datasets through sub-licensing. The terms and conditions related to this sub-licensing shall be deemed to have been accepted by the Customer as part of the Agreement between Carbon+Alt+Delete and the Customer.

The Customer has a non-exclusive, non-transferable, limited, revocable right to use the emission factor datasets on the Software Platform to create an unlimited number of carbon emission data points and reports. However, the Customer has no right to sell, distribute, scrape, disseminate, publicly display, reproduce, or re-use the emission factor data in any other product or service outside the Software Platform. Publication or other disclosure of maximum five (5) emission factors per emission factor dataset in the Customer's own work for own internal use or external use by third parties is permitted if and to the extent they are not made available in a separate downloadable format.

Carbon+Alt+Delete is not responsible for the validity and integrity of the emission factor datasets it sublicenses. It is the responsibility of the Customer to verify and assess the validity and integrity of the emission factor datasets, and to decide whether or not it fits for the intended use.

The following emission factor databases are sub-licensed:

- Ecoinvent ([see ecoinvent EULA](#))
- IEA ([see IEA's terms and conditions](#))

Article 6: Term and termination

The Agreement has an initial contract term of three (3) years, unless stated otherwise in the Order Form. After this initial contract term and on every anniversary date of the Agreement, the Agreement is tacitly renewed and the contract term is extended with 1 year.

The Agreement can be terminated at the end of the Term, upon written notice by one Party to the other, at the latest one (1) month before the end of the contract term.

If the Agreement is terminated, the License will cease immediately.

Carbon+Alt+Delete has the right to terminate the Agreement with the Customer at all times and with immediate effect in the following cases: (i) upon (application for) bankruptcy or any reorganization; (ii) upon liquidation or cessation of Customer's business; (iii) if all or part of the Customer's assets are seized; or (iv) if Carbon+Alt+Delete has good reason to doubt that the Customer will fulfil its obligations to Carbon+Alt+Delete.

Article 7: Fees, invoicing and payment

The License Fees to be paid by the Customer are specified in the Order Form.

Invoicing for the selected Tier occurs on a quarterly basis, and this at the beginning of each quarter for the upcoming quarter. The first invoicing shall take place at the Effective Date and covers the period from the Effective Date until the end of the ongoing quarter. Invoicing for company accounts above the minimum committed number of company accounts (also referred to as the "beyond selected Tier" company accounts) also occurs on a quarterly basis, and this pro rata the remaining period of the term as of the creation of the company.

Any complaint regarding invoices must be communicated in writing to Carbon+Alt+Delete within ten (10) working days from receipt of the invoice. After this period, the invoices are considered to be accepted without reservation by the Customer. The (partial) payment without reservation also counts as acceptance of the entire invoice.

Invoices are payable within thirty (30) days of the invoice date, as stated on the invoice.

In the event of full or partial non-payment on the due date, default interest, equal to the interest rate in accordance with applicable law will be charged by operation of law and without notice of default. In the event of non-payment, Carbon+Alt+Delete is entitled to suspend the Agreement until full payment of the outstanding invoices.

For all Agreements entered into by Carbon+Alt+Delete and a Customer with a foreign registered seat, i.e., outside of Belgium, the License Fees may be increased (and never decreased) each year in January in accordance with the Harmonised Index of Consumer Prices (HICP, see [index here](#)). For Agreements entered into by Carbon+Alt+Delete and a Customer with a Belgian registered seat, the License Fees may be increased (and never decreased) each year in January in function of a change in labour costs or external (third party) costs (e.g., wages, energy costs and (raw) material, third party licenses (e.g. hosting services, and others) in accordance with the Harmonised Index of Consumer Prices (HICP, see [index here](#)). In the event of increases in the prices of labour costs or external (third party) costs Carbon+Alt+Delete reserves the right, up to a maximum of eighty percent (80%) of the total License Fees, to increase the part of the Fees representing these wages, energy costs and (raw) materials accordingly. If the Customer does not agree with this price revision, the Customer is entitled to terminate the Agreement if it provides

Carbon+Alt+Delete prior written notice thereof within fifteen (15) days from the announcement of the price revision by Carbon+Alt+Delete.

Article 8: Intellectual property

Intellectual property rights means any and all now known or hereafter existing (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, internet domain names, registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, including mask works, and registrations and applications thereof, (iv) computer software programs, including Source Code and Object Code, databases and documentation thereof, (v) trade secrets and other confidential information, including ideas, formulas, compositions, inventions, improvements, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, blueprints, flowcharts, schematics, protocols, programmer notes, designs, design rights, developments, discoveries, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information, and (vi) all other forms of intellectual property.

Without prejudice to any written agreement to the contrary, all Intellectual Property Rights relating to the Software Platform shall remain the exclusive property of Carbon+Alt+Delete and shall under no circumstances be transferred to the Customer. The Customer will obtain no right, title or interest therein other than expressly set forth in the Agreement.

Carbon+Alt+Delete's name, logo, trademarks and product names associated with the Software Platform may not be used without Carbon+Alt+Delete's prior written consent.

In the event that, notwithstanding any prohibition thereto, the Customer modifies, improves or creates derivative works of or from the Software Platform or any part thereof (the Improvements), Carbon+Alt+Delete shall immediately and irrevocably own all right, title and interest, including any and all Intellectual Property Rights, in and to such Improvements and the Customer hereby assigns any rights (including any Intellectual Property Rights) in such Improvements to Carbon+Alt+Delete and agrees to secure any additional confirmations, assignments or other instruments or documents as may be necessary to vest title to any such Improvements in Carbon+Alt+Delete as contemplated by this article. No amount shall be payable by Carbon+Alt+Delete to the Customer for the assignment of any rights in Improvements.

The Customer agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Software Platform, except as otherwise explicitly permitted in the Agreement.

Article 9: Customer data

All Customer Data submitted by the Customer and/or its Expert Users and/or its Company Account Users to Carbon+Alt+Delete during the term of the Agreement will remain the sole and exclusive property of the Customer and/or its Company Account Users, respectively.

The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Carbon+Alt+Delete will not use the Customer Data for any purpose other than to ensure performance of this Agreement.

The Customer grants Carbon+Alt+Delete a non-exclusive, royalty-free, worldwide, non-sublicensable, non-transferable, revocable license to use, copy, store, modify, transmit and display the Customer Data to the extent useful or necessary to perform its obligations under the Agreement, in particular to provide the Software Platform.

Carbon+Alt+Delete reserves the right, but is not obliged, to review and remove any Customer Data which are deemed to be in violation with (i) the provisions of the Agreement or otherwise inappropriate, (ii) any rights of third parties, or (iii) any applicable legislation or regulation.

The Customer shall in its sole discretion be entitled to cease any access to, remove, process and/or modify Customer Data and make such Customer Data available to Company Account Users.

Customer agrees that Carbon+Alt+Delete may collect, use, and disclose quantitative data derived from the use of the Software Platform for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify the Customer or its Company Account Users.

Article 10: Exclusivity

Without prejudice to any written agreement to the contrary, there is no exclusivity between Carbon+Alt+Delete and the Customer. Carbon+Alt+Delete can always sell the Software Platform to third parties.

Article 11: Representations and warranties

Except as expressly set forth in this article and to the maximum extent permitted by applicable law, the Software Platform is provided "AS IS". The express warranties set forth in this article are the only warranties made by Carbon+Alt+Delete with respect to the Software Platform or any materials or services provided by Carbon+Alt+Delete in connection with the Agreement. Carbon+Alt+Delete makes no (and hereby disclaims all) other warranties, covenants or representations or conditions, either written, oral, express or implied, including without limitation any implied warranties of merchantability, suitability and fitness for a particular purpose or use with respect to the use, misuse or inability to use the Software Platform (in whole or in part) or any other products or services provided by Carbon+Alt+Delete. Carbon+Alt+Delete makes no warranty with respect to any hardware, software or product of any third party. All use of and reliance by the Customer on the Software Platform or services provided by Carbon+Alt+Delete under the Agreement are at the sole risk of Customer. Carbon+Alt+Delete does not guarantee the accuracy and the correctness of the results generated by the use of such services and/or the Software Platform.

Carbon+Alt+Delete represents and warrants to the Customer that:

- (i) the services provided under this Agreement shall be carried out in a proper and professional manner by properly qualified personnel; and
- (ii) to the best of Carbon+Alt+Delete 's knowledge, the Software Platform does not, upon delivery to the Customer, contain any virus and Carbon+Alt+Delete shall not knowingly program into any of the Software Platform any virus or other software routine designed to permit any unauthorized access.

Each Party represents and warrants to the other the following:

- (i) it is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to execute and deliver the Agreement, to perform its obligations hereunder and to engage in the transactions contemplated thereby;
- (ii) the execution, delivery and performance of the Agreement have been duly authorized by all requisite action on the part of such Party and the Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of the Agreement by each Party do not, to the best of its knowledge (i) violate any judgment, order, injunction, decree or award of any court or governmental body binding on such Party, (ii) violate any law or regulation that is applicable to such Party, or (iii) violate or conflict with, or constitute a default under, the terms of any agreement to which such Party is a party. If at any time during the Agreement, a Party notices or suspects that wrong assumptions have been made or any of these warranties prove incorrect, it shall promptly inform the other Party thereof in writing.

Article 12: Liability

Unless expressly agreed otherwise, all obligations of Carbon+Alt+Delete are obligations of means.

Without prejudice to deviating mandatory legal provisions, Carbon+Alt+Delete is only liable for damage caused by non-compliance with these Agreements if and insofar as such damage is caused by an intentional or gross negligence or by fraud on the part of Carbon+Alt+Delete. Carbon+Alt+Delete is not liable for other errors.

Carbon+Alt+Delete is only liable for direct damages. Carbon+Alt+Delete is never liable for indirect damages, including but not limited to consequential damage, lost profit, lost savings or damage to third parties.

In the event that Carbon+Alt+Delete is held liable for any damage, Carbon+Alt+Delete's liability is limited to a maximum of the invoice value during one (1) year to the Customer, at least to that part of the order to which the liability relates.

Article 13: Third party claims

Carbon+Alt+Delete shall defend and indemnify the Customer against any founded and well-substantiated claims brought by third parties for any infringement to such third party's Intellectual Property Rights in Europe and excluding any claims resulting from (i) the Customer's unauthorized use of the Software Platform, (ii) the Customer or any third party's modification of any of the Software Platform, (iii) Customer's use of the Software Platform in combination with any products or services from other parties than Carbon+Alt+Delete, or (iv) the Software Platform having been developed to the Customer's design or incorporating documents, materials, ideas, data or other information, provided by or on behalf of the Customer. The exclusions and limitations of liability under this article shall operate to the benefit of Carbon+Alt+Delete's affiliates and subcontractors to the same extent such provisions operate to the benefit of Carbon+Alt+Delete.

Carbon+Alt+Delete's indemnity obligation shall be conditional upon the following: (i) Carbon+Alt+Delete is given prompt written notice of any claim, (ii) Carbon+Alt+Delete is granted sole control of the defense and settlement of such a claim, (iii) upon Carbon+Alt+Delete's request, the Customer fully cooperates with Carbon+Alt+Delete in the defense and settlement of such a claim, at Carbon+Alt+Delete's expense and (iv) the Customer makes no admission as to Carbon+Alt+Delete's liability in respect of such a claim, nor does the Customer agree to any settlement in respect of such a claim without Carbon+Alt+Delete's prior written consent. Provided these conditions are met, Carbon+Alt+Delete shall indemnify the Customer for the damages and costs incurred by the Customer as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by Carbon+Alt+Delete pursuant to a settlement agreement.

In the event the Software Platform, in Carbon+Alt+Delete's reasonable opinion, are likely to or become the subject of a third-party infringement claim, Carbon+Alt+Delete shall have the right, at its sole option and expense, to: (i) modify the (allegedly) infringing part of the Software Platform so that they become non-infringing while preserving equivalent functionality, (ii) obtain for the Customer a license to continue using the (infringing part of the) Software Platform or (iii) terminate the relevant license and pay to the Customer an amount equal to a pro rata portion of the License Fee paid to Carbon+Alt+Delete for that portion of the Software Platform which is the subject of such infringement.

The indemnity provided and remedies provided in in this article are the entire liability and obligation of Carbon+Alt+Delete and the sole remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Software Platform or any part thereof.

Article 14: Service levels

The Customer can contact Carbon+Alt+Delete by e-mail during business hours, namely on weekdays from 9:00 AM to 5:00 PM Central European Time. Carbon+Alt+Delete commits to respond to the Customer as soon as possible.

Temporary unavailability of the Software Platform as a result of maintenance by Carbon+Alt+Delete will take place outside office hours. Carbon+Alt+Delete undertakes to inform Customer hereof by e-mail at least two (2) working days in advance.

Article 15: Hosting

Carbon+Alt+Delete hosts the Software Platform through Heroku®. The Software Platform is available subject to scheduled maintenance times (see previous section) and subject to the availability of Heroku web services (see [Heroku's status page](#)). Heroku's terms and conditions regarding availability and security can be consulted [here](#). More information on Heroku and compliance can be found [here](#).

Carbon+Alt+Delete hosts on servers from Heroku® within the European Union.

Article 16: Confidential information

The Customer and Carbon+Alt+Delete will cooperate within the framework of the Agreement. During this collaboration, the Customer and Carbon+Alt+Delete will exchange confidential information, such as technical, operational, financial or business information of the Customer, clients of the Customer and/or Carbon+Alt+Delete. Confidential information is information that is identified as such or that by its nature should be regarded as such. Confidential information can be shared in both directions, with the disclosing party providing information to the receiving party.

The following information is not considered Confidential Information: (i) information that is publicly known or becomes publicly available through no fault of the receiving party; or (ii) information obtained by the receiving party through a third person without violating any obligation of confidentiality to anyone; or (iii) information made public without reservation by the disclosing party; or (iv) information that is required to be disclosed pursuant to a government order or pursuant to the application of law, provided that the receiving party notifies the disclosing party immediately.

Personal data, even if it can be considered confidential information, is managed in line with the provisions of the respective article.

The Customer and Carbon+Alt+Delete undertake to treat the Confidential Information in strict confidence and in particular not to disclose it to third parties unless the prior written consent of the disclosing party has been obtained.

The Customer and Carbon+Alt+Delete will only disclose the Confidential Information to their employees and collaborators insofar as this is strictly necessary for the execution of the Agreement and insofar as their employees or collaborators have signed a confidentiality agreement.

The Customer and Carbon+Alt+Delete will not use the Confidential Information for themselves or for the benefit of third parties except for the performance of the Agreement.

If the Customer removes a Company Account of one of its clients, Carbon+Alt+Delete shall remove the Confidential Information related to this Company Account from its databases. If the Agreement ends, Carbon+Alt+Delete shall remove all Confidential Information related to the Company Accounts of the Client from its databases.

This article does not refrain Carbon+Alt+Delete from using anonymized data from Customers, Expert Users, Company Accounts and Company Accounts Users to further improve the Software Platform and develop new features.

Article 17: Data processing

GDPR. Insofar as Personal Data is processed in the context of the performance of the Agreement, Carbon+Alt+Delete undertakes to process this in accordance with the European Regulation 2016/679 of the European Parliament and of the Council 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 ("General Data Protection Regulation" or

“GDPR”) and the Belgian law of July 30, 2018 on the protection of natural persons with regard to the processing of personal data.

CONTROLLER. The Customer acts as Controller In this regard. The Controller is responsible for the Personal Data provided to Carbon+Alt+Delete.

PROCESSOR. Carbon+Alt+Delete, in this case the Processor, processes the Personal Data only on behalf of the Controller. The Processor may only process the Personal Data in accordance with the written instructions of the Controller.

DATA SUBJECT. The Processor may process the Personal Data of the following data subjects: Company Account Users and Expert Users who have been enabled by the Controller to use the Software Platform.

The Processor can process the following data from these data subjects: name, first name, e-mail address, account details, user behaviour and personal carbon emission data (such as transport data and others).

The Processor can process this Personal Data on the basis of the following legal grounds: executing an Agreement between the Processor and the Controller whereby the data subjects gain access to the Software Platform of the Processor.

The Controller shall facilitate the exercise of data subject rights and shall ensure that adequate information is provided to data subjects about the processing hereunder in a concise, transparent, intelligible and easily accessible form, using clear and plain language. The Controller ensures that the Personal Data of the data subject(s) have been obtained in a valid manner and that he has obtained the consent of the data subject(s) for the processing. The Processor does not verify the validity of the consent and can therefore not be held liable for any fraudulent acts by the Controller.

TECHNICAL AND ORGANIZATIONAL MEASURES. The Processor has taken legal and technical precautions to the best of its ability to avoid unauthorized access to and use of Personal Data. Where it is impossible to fully guarantee security, the Processor will provide appropriate technical and organizational measures to protect the Personal Data. These measures include the following:

- (i) the prevention of unauthorized persons from gaining access to systems processing Personal Data (physical access control);
- (ii) the prevention of systems processing Personal Data from being used without authorization (logical access control);
- (iii) ensuring that persons entitled to use a system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- (iv) ensuring the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from systems processing Personal Data (entry control);
- (v) ensuring that Personal Data that is processed is processed solely in accordance with the instructions (control of instructions);
- (vi) ensuring that Personal Data is protected against accidental destruction or loss (availability control);
- (vii) ensuring that Personal Data collected for different purposes can be processed separately (separation control).

In any event, the implemented technical and organizational measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected, taking also into account the state of technology and the cost of their implementation.

DATA BREACH. In the event of a Personal Data Breach and irrespective of its cause, the Processor shall notify the Controller without undue delay.

SUBPROCESSORS. The Processor uses the following sub-processors for the performance of its services: Heroku, Amazon Web Services, Hotjar, Google Analytics and Sentry.

DELETION AND RETURN OF PERSONAL DATA. After termination of the Agreement, the Processor is obliged to return the Personal Data provided by the Controller within thirty (30) days (or to give the Controller the opportunity to obtain this data digitally). Any remaining (copies of) Personal Data and/or backups must be destroyed by the Processor within ninety (90) days of termination of the Agreement, unless storage of the Personal Data is required by EU or applicable national laws.

Article 18: Miscellaneous

Force Majeure. In the event of force majeure, the obligations of Carbon+Alt+Delete will be suspended and Carbon+Alt+Delete will be released by operation of law and will not be obliged to fulfil any obligation towards the Customer. Force majeure on the part of the Customer is hereby expressly excluded.

Assignability. The Customer may not assign or transfer the Agreement to any third party (including without limitation its affiliates) without the prior written consent of Carbon+Alt+Delete such consent not to be unreasonably withheld, but which consent may be made subject by Carbon+Alt+Delete (acting reasonably and in good faith) to payment of additional fees. Carbon+Alt+Delete shall be free to transfer or assign (part of) the Agreement to one of its affiliates. Carbon+Alt+Delete shall also be free to subcontract performance of its obligations under the Agreement to its Affiliates, to individual contractors and to third party service providers without having to obtain the Customer's prior consent, provided that Carbon+Alt+Delete shall remain responsible towards the Customer in respect of such subcontracted services.

Severability. If a court of competent jurisdiction determines any provision, or any portion thereof, of the Agreement to be unenforceable or invalid, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable and the remaining provisions of the Agreement shall nevertheless remain in full force and effect. The Parties agree in such case to start good faith negotiations in order to substitute such invalid or unenforceable provision by a like provision to accomplish the intent of Parties to the extent permitted by applicable law.

No waiver. No failure or delay by a Party hereto in exercising any right, power or remedy under the Agreement, and no course of dealing between the Parties hereto, shall operate as a waiver of any such right, power or remedy of the Party. No single or partial exercise of any right, power or remedy under the Agreement by a Party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such Party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a Party hereto shall not constitute a waiver of the right of such Party to pursue other available remedies.

Signature. This Agreement may be signed by handwritten signature as well as by electronic signature (i.e., the signature by electronic means in the meaning of Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market and electronic transmission, including via facsimile, Luxtrust, DocuSign, Connective, Adobe sign, or other similar method). The electronic signature shall have the same force and effect as a handwritten signature and bind the Parties to the terms of this Agreement. Neither Party shall object to the validity of the Agreement based on the fact that it is executed by electronic signature. In case the Agreement is signed by handwritten signature, it shall be executed in as many original copies as there are Parties to this Agreement.

Article 19: Applicable law and jurisdiction

All Agreements to which these General Terms apply are exclusively governed by Belgian law. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement.

In the event of any dispute regarding this Agreement and its performance, Carbon+Alt+Delete and Customer will make serious efforts to reach a reasonable amicable settlement. If, notwithstanding such efforts, no amicable

settlement can be reached, any dispute shall be settled in Belgium by the courts and tribunals of the judicial district of Antwerp, Antwerp division, Belgium.