



General Terms and Conditions License Agreement (Saas Agreement)

Last update: 14/05/2020

The Anrova License Agreement explains the contractual relationship between Anrova bv (hereinafter “Anrova”, see contact details below) and on the other hand its client (hereinafter the “Licensee”) and the latter’s users (“users”) for all Anrova software delivered by Anrova. The License Agreement includes a Service Contract.

1. The right of use

Anrova distributes and commercializes software (the “Anrova software”). The use of the Anrova software is limited as per the order confirmation or invoice.

The order confirmation or invoice to the Licensee exhaustively lists the applicable Anrova software.

The user licenses granted by Anrova are non-exclusive and non-transferable to third parties and will be active as soon as Anrova has delivered the licenses listed in the order confirmation.

The delivery of the licenses will be considered as completed when the license key is made available to the Licensee and/or the user. The invoice for the licenses will be issued at the time of the delivery. The right to use Anrova software is limited to the contract time. Anrova has the right to prohibit any other use and further exploitation of the Anrova software by blocking some or all of the functionalities.

Regarding the Anrova software the subscription fee as described in the initial order confirmation or as described in the order modifications after potential follow-up orders for additional users or additional modules, the following applies:

- All calls must be logged through the support@anrova.be address in order to comply with GDPR regulation, and to be able to assure the correct follow up.
- Delivery of new versions of the Anrova software, updates or improvements to the program and/or modules will become available automatically, although Anrova has no responsibility in this respect and the version management is done in Anrova’s sole discretion.

The License Agreement and the associated Service Contract do not include:

- Corrections in files by faulty input or for any other reason.
- Training in the use of the Anrova software program (for example: template, SQL queries, backup or recovery questions...).
- Installation or re-installation of the Anrova software on the computer of the Licensee and/or its users.
- Modifications to the Anrova software at the request of the Licensee and/or its users.
- Correction of errors caused by third-party interventions or programs, such as the programs responsible for OCR, barcode recognition, scanning, database etc.
- Tracing data, checking data or results produced by the Anrova software program.
- Assistance in the use of the Anrova software program outside the offices of Anrova or telephone assistance

This list is illustrative and not limiting. Therefore, in principle Anrova will not perform any service or intervention that is not expressly mentioned in the License Agreement and the associated Service Contract.

The Anrova software program and all related materials, documentation, manuals in physical form or made available via www.anrova.be are and will at all times remain the property of Anrova. Unless this License Agreement and/or provisions of mandatory law expressly stipulate so, the Anrova software programs may not, neither totally nor partially, be decompiled, reproduced, distributed and/or made public (through printing, photocopying, magnetic media, websites, email or any other means), resold, copied or simulated without the explicit prior and written consent of Anrova. The Licensee (including its users) is allowed to copy the setup files as a safety copy in order to protect itself against potential loss.

2. Maintenance

Anrova guarantees the correct functioning of the Anrova software and agrees to correct any identifiable and reproducible errors in the Anrova software (except those listed below) within a period of 3 (three) months after the initial installation date. Anrova is not required to make improvements beyond this period. Anrova offers no guarantees regarding the suitability of the Anrova software for a particular purpose or situation. The Licensee has the possibility to evaluate this by purchasing a demonstration version or by testing the package at Anrova. In any case Anrova cannot be held responsible for indirect damage (such as, without limitation, production losses, lost profits, loss or corruption of data) nor for any damage that exceeds the annualized cost of the license of the Anrova software.

Anrova cannot vouch for repairing errors caused by:

- Hardware and/or drivers.
- The operating system and network software.
- The compilers and programming tasks in which the Anrova software program is written.
- Wrong use or interpretation of the Anrova software software.
- Failure to follow the correct user procedure.
- Power cuts.
- Adapting data through external programs other than those developed and delivered by Anrova.

This list is illustrative and not limiting.

Custom developments, integrations with other applications and changes are subject to a separate agreement. These projects are never part of the Anrova License Agreement with the Licensee. Anrova will only start up these developments, integrations or change requests when an existing License Agreement is in place.

3. User obligations

To protect against possible loss of data the Licensee and the users will regularly make a safety copy or backup. The user will immediately report each error to Anrova along with all information needed to reproduce the error. He will furthermore allow Anrova to locate the error on the configuration of the user. For this purpose, he will make his configuration available at the office of Anrova. If this is not possible, the Licensee will provide Anrova access to his office(s). Access should be given during normal business hours.

Shipping and/or travel expenses will be recovered from the Licensee in any event. The costs resulting from the repair of an error will always be charged to the Licensee. If it appears that the error lies beyond the responsibility of Anrova, the intervention will be billed, even if the Licensee is bound by a Service Contract.

The Licensee (including its users) may not make any changes to the Anrova software or files, or instruct a third party to perform these operations. The Licensee ensures that all instructions given in the online manual by Anrova will be respected effectively, by both the Licensee and its users.

In order to protect itself from illegal copying, Anrova adds the name and address of the user and/or Licensee to the Anrova software program. For legal entities the official company name and the business location is used. The Licensee or the user may not change this name and must allow these names to be used on several documents.

4. General provisions

Anrova reserves the right to adjust the manual, online manual and Anrova software programs at any time without prior notice.

The Licensee is responsible for any use of the Anrova software on its behalf, including the use made by its users, and its users' continual compliance of these Terms of Use.

The agreement is governed by Belgian law. In the event of a dispute only the Dutch speaking courts of Brussels are competent.

Service Contract (by default included in Anrova software subscriptions)

There is an agreement between Anrova and the Licensee to provide maintenance for the Anrova software as indicated on the order-form. The following provisions apply:

Art.1. Duration of the agreement

This agreement lasts for a minimum duration of 2 (two) years and will be extended by a period of 1 (one) year by the end of the current period (and after each extension), unless terminated, for which a notice period of 4 (four) months before the expiry of the current period applies. The maximum number of extensions is 99 (ninety nine).

The License Agreement and Service Contract start with the delivery of the Anrova licenses, after which the billing of the Anrova License Agreement will start.

The License Agreement with the included Service Contract is billed annually and upfront.

Both Anrova and the Licensee are entitled to end this License Agreement (with the included Service Contract) by registered letter, with immediate effect and without prior notice, in case of:

- bankruptcy of the other party
- cessation of payments by the other party

- legal settlement of the other party or any other cause which could seriously jeopardize the rights of the terminating party.

Anrova may terminate the License Agreement (with the included Service Contract) by registered letter, with immediate effect and without prior notice, in the following situations:

- If the Licensee has failed to pay the sums due pursuant to this agreement 3 (three) months after the due date. The termination of the agreement by Anrova will not affect the obligation of the Licensee to fulfill his financial obligations as stipulated in the License Agreement.
- If anyone other than designated personnel of Anrova performs adjustments or maintenance to the Anrova software. In such case, Anrova may terminate the agreement, without rights for the Licensee to claim amounts already paid nor to claim for months that have yet to follow and were included in the Service Contract.

Art.2 Maintenance

Anrova will provide maintenance on the Anrova software by:

A. Corrective maintenance

Anrova is available to Licensees for resolving malfunctions in the standard (consisting of base and modules) and customer-specific Anrova software (standard and customer-specific software, hereinafter referred to as “software”) as well as malfunctions which are a result of malfunctioning of the software in accordance with the specifications of the software.

For malfunctions that block the entire operation of the software or reduce the operation in a substantial way (hereinafter referred to as “Priority 1”), a remote analysis of the software will commence within 8 (eight) working hours. If an on-site repair proves to be necessary, an Anrova technician will begin the analysis as agreed by mutual consent at the latest within 16 (sixteen) working hours. Repairs of malfunctions that do not reduce the operation of the software in a substantial way (hereinafter referred to as “Priority 2”) will commence within 24 (twenty-four) working hours by Anrova. The services provided under this Service Contract are billable unless they are caused by an error in the Anrova software. Transport costs are billable in any case.

B. Technical and user support

The Licensee may report operating or usage problems through the helpdesk email address helpdesk@anrova.be.

C. Regular maintenance

Anrova regularly updates the standard software and will make updated versions available in which known errors have been eliminated and which improve the existing operation and functionality of the software, without adding new features. Updated versions of the software do not require any substantial modification of the equipment. The installation costs of these updates are not included in this Service Contract and additional transport- and installation charges can apply.

D. Innovative maintenance

Anrova makes new versions of the software available to the Licensee, which in addition to any error correction and improvement of existing functionality, includes new features. The

installation of these versions can require significant adjustment of the device(s). For innovative maintenance, additional transport- and installation charges can apply.

E. Providing staff

Anrova will – depending on their availability and the approval of Anrova– make programmers/systems analysts/designers available for services that go beyond the agreement, but relate to the software mentioned in the agreement. These services are provided at the current prices at that time on a cost per unit base, or at an established fixed price.

Art 3. Involved software.

In the Service Contract, the basic programs and (if present) its modules and client-specific software are included. A Service Contract cannot be concluded for modules only. Modules can furthermore not be excluded from the agreement.

The Service Contract always applies to all Anrova software in the possession of the Licensee (including its users, if applicable). The Anrova software licenses that a Licensee no longer wishes to use can be deleted from the Service Contract, with a minimum notice period of 4 (four) months before the end of the contract. In that case, within 2 (two) weeks after the notice of cancellation, the Licensee must forward the license keys which relate to the notice of cancellation to Anrova, so Anrova can block them.

Art.4 Price

Maintenance, with exception of the maintenance costs mentioned in art. 5, is provided at the price indicated in the order confirmation. Prices are excluding VAT and other taxes (if applicable) unless stated otherwise. The Service Contract and subscriptions can be revised by Anrova annually at the beginning of the year, in accordance with the following formula:

$$p = P_o(0.80 \frac{S}{S_o} + 0.20)$$

Whereby:

P = Invoicing amount

P_o = Initial base price on the date of signing this agreement

S_o = Reference salary or reference hourly wage plus social security costs on 31 December of the year preceding the signing of the agreement in Service provider's area of activity (average for the Province of Brabant), as published by Service provider

S = The same salary/hourly wage on 31 December of the year preceding the price revision

The yearly increase or decrease in maintenance cost cannot exceed 5% of the previous maintenance fee.

Any Anrova software add-on which is composed out of own development and third party applications such as hosting or cloud services, software related to operating systems or databases can change in price at any moment without any prior notification. Anrova will respect the maximum annual price increase as indicated above. The mere price increases as

mentioned above or the price review of the Service Contract and subscriptions within the mentioned increase rate, will not be a valid reason to terminate the contract. Price increases that exceed the annual price review specified in the agreement, will always be announced at least 4 (four) months before the end of the annual prescription period of the contract. All invoices are payable within 30 (thirty) calendar days. In case of non-payment of an invoice on its due date, without prior notice, Anrova is entitled to a lump-sum compensation equal to 15% (fifteen percent) of the unpaid amount (with a minimum of 250 EUR) and to a late payment interest of 8% (eight percent) from the first day after the due date. In addition, Anrova is entitled to suspend all further execution of this agreement until full payment of all amounts owed.

Art.5 Limitations and exclusions

The following activities are not covered by the agreement:

- Maintenance of software not provided by Anrova.
- Maintenance of software as a result of the interaction with the Anrova frame that was not done and/or advised by Anrova and which was added by the Licensee (including its users) or a third party to the overall information system.
- Jobs that result from severe or frequent misuse of the guidelines (for proper use of the software) by the user and/or the Licensee.
- Software maintenance that was done by anyone other than designated staff of Anrova.

Anrova can provide the services mentioned above at the Licensee's request, depending on the availability of the staff. These services are provided at the current prices at that time on a cost per unit base, or at an established fixed price.

Art.6 Safety Copy

The Licensee should create a safety copy of his data periodically through its regular backup procedures. If Anrova will provide maintenance services or install a new version of the software, the Licensee is required to make a safety copy of the entire system on his own initiative and do so before the work commences. Only after proper functioning of the modified and/or updated version of the software program, can these copies be overwritten or destroyed. Anrova can make a copy of the data of the edited software at each visit, if that's what the Licensee desires. The discs and/or tapes remain the property of Anrova and are held in its custody. If the software fails, the backup can be installed. The work and costs involved are not covered by this contract.

Art.7 Transfer of rights

Full or partial transfer of the rights and obligations, of either party in this agreement, is only allowed with prior written consent of the other party.

Art.8 Access to the offices

The staff appointed by Anrova will, in line with the agreed guidelines, ask for permission to access the Licensee's and/or its users' equipment during on-site interventions. If access is not granted, the transport cost (including the cost of the staff) will be billable.

Art.9 Working hours

A: On-site by Anrova staff

All activities, in particular services rendered by Anrova, are performed during normal business hours, from 8h00 to 18h00 from Monday to Friday, excluding public holidays in Belgium. A supplement of 50% (fifty percent) of the current prices at that time, applies for services on a cost per unit base, which are provided on business days but outside business hours, until 22h00 at the latest and on Saturdays. On Sundays and on public holidays a supplement of 100% (hundred percent) applies.

B: Access to Anrova's helpdesk

Anrova's helpdesk is available during normal business hours, from 8h00 to 18h00, from Monday to Friday, excluding public holidays in Belgium.

Art.10 Quality - Liability of Anrova

The liability of Anrova includes the commitment to provide all reasonable care and use all reasonably required skills in order to carry out the service contract.

Anrova only deploys staff with thorough knowledge of the software and with at least 6 months seniority at Anrova for the supply, installation and maintenance of the software.

Anrova agrees to comply with all fiscal and social laws for employing staff and subcontractors. The Licensee is safeguarded against all claims by third parties concerning personnel and subcontractors of Anrova. Anrova cannot be held accountable by the Licensee for personal damages, particularly for business or other consequential or indirect damage arising from or in relation to the use or inability to use the software, except for intentional and serious errors. The client indemnifies Anrova against all third-party liability. In any case, Anrova's total liability under the License Agreement and/or Service Contract is limited to the annualized value of the contract.

Art.11 Confidentiality

Anrova, its staff and subcontractors, receive information about the organization, the products, the members, the users, procedures and processes, at the Licensee, for the execution of its obligations. This information is used only for the execution of the project subject of this License Agreement and Service Contract. This information is only made available to personnel and subcontractors if it is necessary for the implementation of the project of this License Agreement and Service Contract.

Art.12 Competition Clause

The parties shall refrain from employing staff of the other party or otherwise use their services, during the term of this License Agreement and Service Contract and for a period of 1 (one) year after termination thereof.

Art.13 Intellectual property rights

The Licensee declares to know that all the intellectual property rights and knowhow related to the software will exclusively belong to Anrova. Because the Licensee knows that distributing the software will seriously damage Anrova, he will take all possible precautions to prevent illegal software distribution. The Licensee (nor its users) is not allowed to make the software, copies of it, additions to it or the use of the software, available to third parties, for any purpose, regardless of the name used for the software or to forward the software for use.

Art.14 Waiver

Not claiming a right or not applying a sanction by one of the parties in no way implies a waiver of rights.

Art.15 Jurisdiction Courts

The agreement is governed by Belgian law. In the event of a dispute only the Dutch speaking courts of Brussels are competent.

5. Warranty additional hardware & software

All warranty for non-Anrova hardware & software needs to be directed towards the original manufacturer.

Contact details

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