

## CORPORIFY SAAS – GENERAL CONDITIONS

### 1. Definitions

For the purpose of the Agreement, the terms defined in this article shall have the meanings set forth below. Where the context requires, the singular shall include the plural and vice versa.

**“Account Administrator”** means a physical person designated as such by Customer in the Platform under the License and authorized to administer Customer's use of the Service, the Platform and the Service Results on Customer's behalf;

**“Additional Consumption Fee”** means the consumption fee for Extensions as set out in the Order Form;

**“Additional License Fee”** means the yearly license fee for Extensions as set out in the Order Form;

**“Additional Service”** means the additional services, not included in the License, offered by Corporify, such as without being limited thereto training, set-up services, project management, document template building, set-up and maintenance of integrations with other systems, applications or software, or any custom software development;

**“Affiliate”** means, with respect to a Party, any person, partnership, corporation, organization or entity that directly or indirectly Controls or is directly or indirectly Controlled by or is under common Control with such Party;

**“Agreement”** means the agreement between Corporify and Customer in relation to the Service and any Additional Service, constituted by the terms and conditions set out in the Order Form and this General Conditions;

**“Annex”** means an annex to the General Conditions which is entirely part thereof;

**“Back-up”** has the meaning as set out in article 5.4;

**“Base License Fee”** means the yearly license fee in consideration of the License granted by Corporify to Customer in accordance with article 3 and article 4 as related to a specific Service Package and as set out in the Order Form;

**“Business Day”** means any day of the week, except for Saturdays, Sundays and public holidays in Belgium;

**“Business Hours”** means between 09.00-18 hour on Business Days;

**“Confidential Information”** shall have the meaning as set out in article 20;

**“Control”** means the ownership of more than half the share capital, business or assets of a Party or the power to exercise more than half the voting rights of a Party or the power to appoint more than half the members of the board of directors of a Party or sufficient authority to direct, directly or indirectly, the adoption and/or execution of the policies, management or operations of a Party by any means whatsoever;

**“Customer Operations”** means Customer's usual activities related to the corporate and legal management of (i) Customer, its subsidiaries, parent companies and other group companies and/or, as the case may be, (ii) his clients;

**“Customer Data”** means the Data provided to Corporify by Customer, its Representatives and/or its Users through the Platform or submitted, uploaded or stored in the Platform by Customer, its Representatives and/or its Users under the Agreement;

**“Corporify Data”** means any Data, other than Customer Data;

**“Data”** means any data, information or material regardless of its form or the medium in which it is comprised, submitted, uploaded or stored in the Platform;

**“Documentation”** means Corporify’s then-current manuals and technical materials, in such medium as Corporify elects that are delivered by Corporify to Customer under the Agreement for the purpose of the setup and/or use of the Service;

**“Effective Date”** means the date indicated in the Order Form;

**“Extensions”** means any extension to the Service Package as set out in the Order Form;

**“EU Data Protection Laws”** Means EU General Data Protection Regulation 2016/679 and laws implementing or supplementing this regulation;

**“GDPR”** means EU General Data Protection Regulation 2016/679;

**“General Conditions”** means these general conditions, entirely part of the Agreement, including its Annexes hereto;

**“Individuals”** shall have the meaning as set out in article 11.3;

**“Individuals’ Personal Data”** Shall have the meaning as set out in article 11.3;

**“Initial Term”** means the initial period for which the Agreement is entered into as defined in article 15.1;

**“Intellectual Property Rights”** means, without limitation, and in particular with regard to the Platform, the Service and Corporify’s products and services, all rights throughout the world in the nature of intellectual property rights including copyright, trademark, service marks, trade and business names, domain names, goodwill, registered designs, patents, database rights, topography rights and rights in know-how and trade secrets, whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing;

**“Know-How”** means, in particular with regard to the Platform and Corporify’s products and services all technical and processing data, information, specifications, and knowledge of an intellectual or industrial nature, concerning products and/or services, including but not limited to specifications, manufacturing instructions, quality control procedures and other like data;

**“License”** means the licenses granted by Corporify to Customer in accordance with article 3 and article 4 for use of the Platform, the Service and of the Service Results;

**“License Fee”** means the aggregate license fee as set out in the Order Form in consideration of the License granted by Corporify to Customer in accordance with article 3 and article 4; the License Fee comprises the Base License Fee and all Additional License Fees;

**“Order Form”** means the order form titled “Corporify SaaS – Order Form”, evidencing the purchase of the Service specifying, among other things, the subject of the Service (the Service Package chosen), the Extensions, the License Fee and/or of Additional Services and any specific terms and conditions thereof;

**“Parties”** means Corporify and Customer;

**“Platform”** means the Corporify proprietary cloud-based platform, including the User-facing Portal feature, to which Customer, Account Administrators and Users obtain access under the Agreement and via which Corporify performs the Service;

**“Renewal Term”** has the meaning as set out in article 15.1;

**“Representative”** means, with respect to a Party or a Party’s Affiliate, its directors, officers, employees, contractors, agents, advisors, counsellors, auditors, accountants or lawyers; in

relation to Customer, Representative also includes its Account Administrators and its Users;

“**Service Package**” means one of the Service packages offered by Corporify to Customer as set out in the Order Form, defining the scope of the License and the set of rights awarded to Customer under the License and the Service Results that may be obtained through the Service;

“**Service**” means the services, including the Documentation, to which Customer is being granted access under the License as related to a specific Service Package and, as the case may be, its Extensions;

“**Service Result**” means any file, document, data, e-signature or information generated through and/or stored on the Platform as a result of the Service;

“**Signer**” means a physical person designated as signer by a User via the e-signing module of the Platform;

“**User**” means a physical person designated as user of the Platform by Customer, or by the Account Administrator on Customer’s behalf, under the License via the Platform.

## 2. Scope of the Agreement

- 2.1. The Agreement sets out the terms and conditions that apply to all services, products, documents, data and any other element provided by Corporify or exchanged with Corporify in relation to the Service.
- 2.2. In order to comply with regulatory or governmental provisions and/or to safeguard continuity of the Service, Corporify reserves the right to modify the terms and conditions of access to the Service in its reasonable discretion from time to time. Such modifications shall be deemed to be accepted by Customer provided that Corporify notifies them to Customer reasonably in advance of their entry into force in accordance with article 22.1 of the Agreement. If the amendments materially and adversely affect Customer, rendering performance of the agreement unreasonably onerous for Customer, Parties undertake to renegotiate in good faith the terms of the contract. If renegotiation is not possible, Customer has the right to terminate the Agreement by written notice in accordance with article 22.1 of the Agreement. Continued use of the Service for ten working days without objection by Customer after such notification shall constitute Customer’s acceptance of the modification.

## 3. License

- 3.1. By the Agreement Corporify grants to Customer, and Customer accepts, the License, meaning a non-exclusive, restricted, personal, non-transferable and a non-assignable license to use the Service for the entire duration of the Agreement under the terms and conditions set out in the Agreement for the purpose of Customer Operations and for such purpose only.
- 3.2. It is understood that the Agreement shall not prevent Corporify from entering into similar agreements with third parties or from developing, using, selling or licensing documentation, products and / or services which are similar to those provided under this Agreement.
- 3.3. The License may be granted and any (part of the) Service may be provided only by Corporify, including any technical support, and no rights are being granted to Customer in respect of error correction, support or maintenance of the Service.

The License is granted to Customer only and shall not be considered or construed to be granted to any subsidiary, holding company (including its Affiliates) or clients of Customer, unless otherwise agreed upon in writing by Corporify or except to the extent expressly permitted under the Agreement. Customer is not entitled to (in whole or in part)

sublicense the License.

- 3.4. Customer shall provide that his Account Administrator(s) and User(s) shall understand, acknowledge and agree (i) that their access to the Service is dependent on the License, (ii) that Corporify may refuse, suspend, interrupt or terminate their access to the Service at all times in accordance with the Agreement and (iii) that under no circumstances they can hold Corporify, its Affiliates or its Representatives liable for any matter resulting from or relating to this Agreement.

#### **4. License Restrictions**

- 4.1. The Agreement does not grant and shall not be construed to grant to Customer any other right than the rights expressly granted by the Agreement. Any right that is not expressly granted to Customer hereunder is reserved by Corporify.
- 4.2. The License is granted subject to Customer's continuous compliance with the Agreement, including timely payment of the entire License Fee, failing which Corporify reserves the right to fully or partially end, deny or limit Customer's access (including its Account Administrators' and Users' access) to the Service and/or to refuse, suspend, interrupt or terminate the License granted to Customer at all times, without detriment to Corporify's rights hereunder and its right to claim compensation for losses, damages and costs it suffered.
- 4.3. By the acceptance of the Agreement Customer commits and guarantees that he is not and shall not be a Corporify competitor and that, except with Corporify's explicit prior written consent, he shall not use (any part of) the Service or (of) the Service Results for any other purpose than Customer Operations, among others not for any activity that is competing with Corporify's services or products or is detrimental to Corporify's interests.
- 4.4. With respect to the Service, Customer shall not and guarantees that his Affiliates, his Representatives and/or its Affiliates' Representatives shall not, (attempt to) do the following and shall not assist any third party in doing the same by any means, unless when explicitly stated otherwise in this Agreement:
  - i. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, translate, adapt, alter or distribute all or any portion of the Service or Platform in any form or media; or
  - ii. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available the Service to any party, or
  - iii. access the Service or any part thereof for competitive purposes; or
  - iv. translate, modify, adapt, alter, reverse compile or reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the Service or Platform; or
  - v. reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Service or disclose any of the foregoing; or
  - vi. create Internet "links" to the Service or any part thereof or "frame" or "mirror" the Service or any part thereof on any server or wireless or Internet-based device; or
  - vii. access or use the Service or any part thereof and access or use any Data, to provide services to third parties, to build a competitive product or service or a product or service using similar ideas, features, functions or graphics as the Service or any part thereof or to copy any ideas, features, functions or graphics of the Service or of any part thereof; or
  - viii. take any action that would cause the Service or Platform to fall into the public domain.

It is understood that Customer may use the Documentation, or any part of it, for security, test and backup purposes.

## **5. Corporify's obligations in relation to the Service**

5.1. By the Agreement, subject to the terms and conditions under which the License is provided, during the term of the Agreement, Corporify shall provide the Service to Customer substantially in accordance with the Documentation and with reasonable skill and care, and make available the Documentation to Customer.

5.2. Corporify shall use commercially reasonable efforts to ensure a 99,5 % uptime of the Service.

However, notwithstanding the foregoing, the Customer recognizes that Corporify may interrupt the Service (in whole or in part) for maintenance work purposes, including both scheduled maintenance work and unscheduled work in the event of an emergency. Corporify undertakes to have the scheduled maintenance work to be executed outside of the Business Days or during Business Days but outside Business Hours, and to notify such works at least 48 hours in advance and shall use commercially reasonable efforts to notify the Customer of any unscheduled works as soon as reasonably practicable.

5.3. Corporify shall not have the obligation to (continue to) perform the Service in case of any (suspected) use of the Service by the Customer (its Affiliates, his Representatives and/or its Affiliates' Representatives) contrary to the Agreement or Corporify's instructions, of modification or alteration of the Services by any party other than Corporify (or Corporify's duly authorized contractors or agents) and shall be relieved of its obligations to perform the Agreement for the time that it is prevented from performing the Agreement as a result of any failure or delay by Customer to perform its obligations under the Agreement.

5.4. Unless expressly agreed otherwise in the Order Form, Corporify shall ensure a back-up of all Data (hereinafter a "Back-up") at least every four (4) hours which will be kept until the next Back-up.

5.5. Corporify shall ensure compatibility of the Service with the Chrome browser and with this browser only.

5.6. If the Service does not comply with the Agreement, Customer's sole and exclusive remedy shall be, at Corporify's discretion, the correction of the breach by Corporify or the provision of the Customer by Corporify with an alternative means of accomplishing the desired performance.

## **6. Customer's obligations in relation to the Service**

6.1. Customer shall provide Corporify with all necessary co-operation and with access to all information as may be required by Corporify for the performance of the Agreement, shall maintain all necessary consents and permissions necessary for Corporify (and its contractors, agents or Representatives) to perform their obligations under the Agreement and shall perform its obligations under the Agreement in a timely and efficient manner, failing which Corporify may adjust any agreed timetable or delivery schedule as reasonably necessary.

6.2. Customer shall ensure that its network, file and web transfer protocols and message structures and any other systems, as may be used in relation to the Service, comply with the required specifications provided and amended by Corporify from time to time.

6.3. Parties shall abide by all applicable local, state, national and foreign laws, treaties and regulations with respect to their activities under the Agreement, including those related to data privacy, international communications and the transmission of technical or personal data.

6.4. Customer shall not and guarantees that its Account Administrators and its Users shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or facilitate any illegal activity, (ii) send or store unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially, discriminatory or ethnically offensive, infringing, threatening, libelous, sexually explicit or otherwise unlawful or tortious material, including material that is harmful to children or that violates third party privacy rights; (iii) access, store, distribute or transmit material containing software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or any part thereof or the data contained therein and (v) attempt to gain unauthorized access to the Service or its related systems or networks. In

such events Corporify reserves the right, without detriment to its right to claim compensation for losses, damages and costs effectively suffered, to disable without prior notification all Customer's access to the Service.

- 6.5. Customer shall be responsible and liable for all activity occurring under its Customer account, including, among others, for all actions of his Representatives, including for Service Results and the use thereof.

Customer shall ensure at all times that the License is not used and the Service is not accessed by incompetent persons, in particular persons other than his Account Administrators or Users, and that his account, his Account Administrators' account and/or his Users' account is not shared or used by more than one person designated in the Platform as Account Administrator, respectively, User. Customer shall not, and warrants that his Representatives shall not, provide false identity information to gain access to the Service or impersonate another person.

- 6.6. Customer represents that his Representatives, and in particular his Account Administrators and Users, shall at all times fully comply with the Agreement.

Customer shall prevent any unauthorized access to, or use of, the Service or the Service Results and, in the event of any such unauthorized access or use, promptly notify Corporify.

## **7. The Service Packages, Extensions, and Additional Service**

- 7.1. Corporify may offer various types of Service Packages as well as Extensions to the Service Packages. The modalities of the Service provided and the rights awarded to Customer under the License, such as duration, the scope of access to the Service, entitled volumes and (the type of) information provided to Customer as Service Results, are dependent on the Service Package chosen by Customer and its permitted Extensions.

Customer can extend its Service Package with Extensions at all times in accordance with the conditions and modalities as set out in the Order Form and article 13.2.

- 7.2. Upon Customer's request, Corporify may provide Additional Service as described on its website or as agreed with Customer in the Order Form or an addendum thereto. Corporify's commitments with regard to Additional Service, among others with regard to the subject of and the consideration for the Additional Service, other than set out in this article 7, are subject to the terms set out in the Order Form or an addendum thereto.
- 7.3. Every Additional Service shall be construed as an obligation of means, provided on an "as is" basis. In any case, Corporify nor its Affiliates or Representatives, can be held liable for any result of or event following the Additional Service, its results and the use thereof.

## **8. Access to Corporify Platform and the Service Set-up**

- 8.1. After the signing of the Agreement Customer shall be able set-up and configure a personal Customer account in the Platform and shall be requested to assign one or multiple Account Administrator(s) and, if the Customer so wishes, one or multiple User(s).

The number and the rights of the Account Administrators and the Users are limited in accordance to the License and, as the case may be, the Service Package chosen by Customer and its permitted Extensions.

- 8.2. Only the Account Administrators shall have access to Customer account management and may create Users and award rights to them. The Account Administrators shall be Corporify's single point of contact with Customer and all communications done by Corporify to the Account Administrators shall be deemed to have been done to Customer. A User shall have access to the Service in accordance with the rights awarded to him by the Account Administrators on Customer's behalf.

## **9. Maintenance and Troubleshooting**

- 9.1. In consideration of the timely payment of the entire License Fee in accordance with article 13, the Service includes Corporify's maintenance activities required to ensure the availability of the Service in accordance with the Agreement and technical troubleshooting support services to Customer. These services shall be Belgium based and shall be provided on Business Days during Business Hours.
- 9.2. Without prejudice to article 9.1, in relation to troubleshooting, Corporify shall examine any incident in relation to the performance of the Service as notified to Corporify by the Account Administrator.

Corporify shall have no obligation to correct the incident if it is not able to replicate the incident and/or the incident is (a) not caused by malfunctioning of the Service and (b) is caused by (i) the use of the Service contrary to the Agreement, (ii) modification of the Service without Corporify's prior consent, (iii) the use of incorrect data or data format, (iv) disruption or unavailability of external services (including but not limited to third party validation services or network disruptions), (v) disruption or unavailability of networks, internet, file transfer mechanisms, etc. or (v) Customer's use of the Service with any incompatible or unauthorized products or services ("**Unconfirmed Incident**").

In case of Unconfirmed Incident, if the Customer so requests, Corporify may advise the Customer on and assist the Customer with resolving such incident. Any work performed by Corporify for investigation of Unconfirmed Incidents and the advice and assistance in relation thereto shall be invoiced to the Customer on a time and materials basis at Corporify's then standard fee rates.

- 9.3. Without prejudice to article 9.1, other than Unconfirmed Incidents shall be handled by Corporify in accordance with the following priority schedule:

**Priority 1:** Downtime of the entire Service, security violation, loss of critical functionality having major impact on the Service: support requests shall be responded to within four (4) Business Hours.

**Priority 2:** Loss of certain functionalities with no critical impact: support requests shall be responded to within two (2) Business Days.

**Priority 3:** Minor impact on Customer: support requests shall be responded to within five (5) Business Days.

The Customer shall provide Corporify with all information required for Corporify to understand and assess the issue, including date and timing of the occurrence of the issue and all data required to reproduce it.

## **10. Data, Use of Data and Data protection in general**

- 10.1. It is understood that the (performance of the) Agreement does not result and shall not be construed to result in any change in the ownership of Data.

Customer shall retain the ownership of Customer Data and Corporify shall retain the ownership of all Corporify Data.

- 10.2. Customer shall be responsible and liable for the accuracy, quality, integrity, legality, reliability, appropriateness and compliance with any third party Intellectual Property Rights or other proprietary rights of all Customer Data and warrants and represents that it shall obtain prior to the communication of Customer Data to Corporify, or the storage of Customer Data on or the use of Customer Data via the Platform, any and all required third party authorizations and fulfil any and all required legal conditions and obligations (including without being limited to EU Data Protection Laws) and industry standards that must be obtained or fulfilled for the processing, storage, transfer and in general, any use, of Customer Data under the Agreement.

- 10.3. Customer acknowledges and agrees that:

- Corporify's Representatives may have access to Customer's Data in order to provide the Service under the Agreement;

- Corporify may further use and disclose Customer Data that Corporify collects, obtains, retrieves or otherwise captures under the Agreement to the extent required for the execution of the Agreement as well as, on the condition that Corporify does so in aggregate and non-Customer identifiable and non-person identifiable formats, for other purposes;
- Corporify represents & warrants, as detailed in art. 11, that all Customer Data is processed in accordance with EU Data Protection Laws and that no Customer Data shall be transferred or stored outside the European Economic Area, the exception being for the treatment, at Customer's discretion, of support tickets, the use of Single-Sign-On-solutions and the use of integrated e-signing solutions (see Annex 3). In case Corporify would come to employ new Sub-Processors in the course of this Agreement that would store or process Customer Data outside the European Economic Area, where compliance with EU Data Protection Laws is not reasonably assured, Customer will have the right to object to such storage or processing. In such case, Parties will endeavor to find a solution in good faith. If no satisfactory solution is found, Customer will have the right to terminate the Agreement with immediate effect after notification in accordance with art. 22.1 of the Agreement;
- Corporify shall be entitled to keep records of Customer Data as necessary to comply with any applicable laws and regulations and for its business records, subject to its confidentiality obligations pursuant to this Agreement.

10.4. In order to prevent Data loss, Corporify shall maintain the back-up strategy as set out in article 5.4 which it may amend in its sole discretion from time to time. Corporify shall inform Customer about any change in the back-up strategy or upon Customer's request.

## 11. Personal Data

11.1. For the purposes of this article the terms, "Third Country", "Member State", "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR and shall be construed accordingly.

### 11.2. Processing of Personal Data by Corporify as Processor

- i. By executing the Agreement, Customer expressly authorizes and instructs Corporify to process the Personal Data that is uploaded on or generated by the Platform by Customer, the Account Administrators and/or the Users, including Users' Platform usage log files, whether publicly available or not, to the extent that such processing is done and required for the purpose of providing the Service under the Agreement and in particular for providing Customer with requested Service Results.
- ii. With regard to any such Personal Data that is processed through the Platform, Corporify shall be deemed to act as a Processor on behalf of Customer who shall be deemed to act as Controller and each Party shall bear the respective rights, obligations and liabilities. Customer shall ensure that Customer is entitled to transfer the personal data to Corporify and to use, store, transfer or otherwise process it via the Platform, so that Corporify may lawfully use, store, transfer and otherwise process the Personal Data in accordance with the Agreement on Customer's behalf.
- iii. Annex 1 to this Agreement, as may only be amended by means of written agreement between the Parties, sets out certain information regarding Corporify's Processing of Personal Data as required by article 28 GDPR.

### 11.3. Processing of Personal Data by Corporify as Controller

- i. For the avoidance of any doubt, and as set out above, it is agreed between the Parties that Customer acts as the Controller and Corporify as the Processor with respect to the Processing of Personal Data that takes place through the Platform.
- ii. However, without prejudice to the above, by accessing, subscribing to and using the Services, the Account Administrators and Users (the "**Individuals**") accept to provide Corporify with certain Personal Data relating to them, such as first and last names, email address, professional telephone number, choice of language, copy of



her/his identity card or other identification document, login password, access rights, and log files (the “**Individuals’ Personal Data**”). The Individuals acknowledge, and where necessary, agree that the Individuals’ Personal Data may be collected and processed by Corporify as Controller for the purposes of creating, identifying, verifying and managing a Customer account, setting the preferred language, controlling Customer’s Account Administrators’ and Users’ access rights, contacting and answering Customer’s Account Administrators’ and Users’ queries, correcting assignments of access and functions, identifying use/misuse of the Service and, more generally, for the purpose of providing the Service.

- iii. The Individuals are entitled, subject to the conditions and limitations of the EU Data Protection Laws, to access the Personal Data relating to them, as collected and processed by Corporify as Controller, and request the rectification or deletion of the Individual’s Personal Data if it is incorrect or unnecessary for Corporify to Process. Within the limitations set by GDPR, Individuals also have a right to data portability and to object to certain Processing of their Personal Data. The Individual may exercise these rights by sending an email to Corporify at [myprivacy@corporify.com](mailto:myprivacy@corporify.com). A proof of identity may be requested by Corporify in order to establish that the Individual making the said request is the concerned Data Subject. Individuals also have the right to reach out to the supervisory authority (for Belgium: the Belgian Data Protection Authority) to obtain further information or to file a complaint.
- iv. Further information about the Processing of Personal Data by Corporify as Controller is included in Corporify’s privacy policy, which is communicated to all Account Administrators and Users through the Platform, available upon simple request, and also permanently available on Corporify’s website at <https://www.corporify.com/en/privacy-policy>.

## 12. Third Party Interactions

- 12.1. Corporify does not endorse any third party websites, services or products even if they are linked through the Service. Any such links are provided to Customer only for convenience. Corporify, its Affiliates and its Representatives shall not be liable for any content, products, Service Results or other materials available through such links.
- 12.2. Customer recognizes that both the provision and the use of the Service require the use of the internet and of means of electronic communication and may require the availability and use of certain ancillary software, hardware or services provided by third parties, including without being limited there to e-signing software. Corporify shall not be liable for any delays or failures resulting from the use of the internet and of means of electronic communication nor for the (continuous or interrupted) availability of the said software, hardware and services. Corporify may cease, interrupt or suspend the Service (in part or in whole), without Customer having any right to refund, credit or other compensation, if the third party software, hardware or services on which the Service is dependent are no longer available, suspended, interrupted or do not present, in Corporify’s discretion, the required level of security. Customer also recognizes that the provision of the said third party software, hardware or services may be dependent on Customer’s agreement with third party’s licenses and authorizations subject to terms and conditions of that third party. Such third party licenses and authorizations do not fall under Corporify’s responsibility. Corporify does not warrant that third parties shall grant such license to Customer.

If required for the use of the Service, Customer shall obtain such third party licenses and authorizations and shall fully comply with them at his own cost. Customer shall indemnify, defend and hold Corporify, its Affiliates and its Representatives harmless from and against any damage, cost, claim, demand, lawsuit, cause of action or loss of any nature whatsoever, suffered or incurred by any of them, arising out of or in connection with the infringement by Customer of any third party license or authorization.

- 12.3. Corporify shall use best endeavors to preserve the stability of the Service APIs. Customer however acknowledges that external changes (including but not limited to: regulations, standards, technology, third party software ...) may require Corporify to bring modifications to the available APIs. Corporify reserves the right to adapt the Service APIs at its sole discretion without being backwards compatible, and Customer accepts this right.

- 12.4. Corporify shall not be held liable, neither contractually nor extra-contractually, for discontinuing the maintenance of an older API version, three (3) months after communicating any changes on the older version.

## 13. License fee

- 13.1. Customer shall pay the License Fee to Corporify for the granting of the License by Corporify to Customer in accordance with article 3 and article 4.

It is understood that any license fees published by Corporify on its website or otherwise are non-binding.

Notwithstanding art. 13.4., Corporify reserves the right to modify the License Fee and Additional Consumption Fees and to introduce additional license fees at any time provided that it has a valid reason for doing so and notifies this to Customer with at least thirty (30) days prior notice. For Licenses that are then current, the modified fee shall apply from the first renewal of the License after the said term of thirty (30) days. If the modification of Fees is notified to Customer within the last three months of the Initial Term or a Renewal Term, Customer will have the right to terminate the Agreement at the expiry date of the then current term, by written notice in accordance with article 22.1 at least before the expiry date.

The Parties recognize that the following non-exhaustive list of reasons are considered to be valid to justify a modification of the License Fee:

- an increase in the prices of Corporify's suppliers, of which Corporify will deliver proof upon request;
- a change to a legislative framework;
- an extension to or improvement of the Platform or Service, regarding which Corporify will provide justification upon request;
- the subscription to an optional additional set of functionalities (modules).

- 13.2. Customer shall pay the Base License Fee on a yearly basis in advance, being for the first time before the start of the Initial Term and upon renewal of the Initial Term before the start of each subsequent Renewal Term.

Additional License Fees and Additional Consumption Fees are automatically incurred (i) upon consumption or usage of Extensions by Customer or its Representatives, or as the case may be (ii) when an Extension becomes effective (an incomplete month is deemed as a full month). For the Initial Term and each current Renewal Term, incurred Additional License Fees and Additional Consumption Fees shall be invoiced on a quarterly basis (invoices due and payable within thirty (30) days as of the date of the invoice) and shall whereas applicable be incorporated on a pro rata basis in the Base License Fee upon the start of each (new) Renewal Term.

Any fee for an Additional Service shall be charged on an as-quoted basis or based on time & material if no quote is agreed upon beforehand. Invoices for Additional Service are due and payable within thirty (30) days as of the date of the invoice.

- 13.3. The entire License Fee is due regardless of whether Customer, its Account Administrators or its Users effectively use the Service. The payment obligation is non-cancellable and irrevocable and the amounts paid are in any case non refundable.

- 13.4. Each year on January 1st and notwithstanding clause 13.1., the corresponding License Fee shall be updated automatically, without any notice being required, by using the following formula:

$$T_n = T_o \times (0.2 + 0.8 (S_n/S_o))$$

- "T<sub>n</sub>" being the revised fee,
- "T<sub>o</sub>" being the original fee,
- "S<sub>n</sub>" being the official Agoria Digital Reference Labour Cost Index for the month preceding the date on which the License Fee is revised and
- "S<sub>o</sub>" being the official Agoria Digital Reference Labour Cost Index for the month preceding the date on which the original License Fee was agreed, or on which the License Fee was last updated, whichever is most recent.

## 14. Billing and Payments

- 14.1. The fees and charges shall be invoiced to Customer by Corporify and shall be paid in accordance with Corporify's invoice in freely available funds and in Euro, without any deduction for expenses, taxes, levies, fees, duties and the like which shall be borne by Customer.

Customer must make all contestations with regard to Corporify invoices at the latest within thirty (30) days of the invoice date, failing which the invoice is deemed to be accepted and due by Customer.

- 14.2. Corporify shall have no obligation to start (or to continue) the Service under the License prior to full payment by Customer of the entire corresponding License fee.
- 14.3. If Customer fails to make a timely payment of an invoice, Customer shall be liable for payment, after prior notice, from the maturity date of the invoice and until payment in full of the invoice, to payment of default interest at a rate of twelve (12) months EURIBOR + five (5) % as well as to a compensation for administrative and debt collection expenses equal to ten (10) % of the unpaid amount, without detriment to Corporify's right to compensation for losses, damages and costs effectively suffered as a result of Customer's late payment.

If Customer fails to make payment in due time or if Corporify has reasons to believe that a future payment shall not be made (in full or) in due time, then, without prior written notice being required, all outstanding amounts due by Customer (including unmatured invoices) shall immediately become due and Corporify shall have the right to suspend, interrupt or terminate the Service under any License granted to Customer, until, to Corporify's sole discretion, Customer fully complies with its payment obligations and/or new terms of payment are agreed between Parties, without detriment to Corporify's rights with regard to compensation for losses, damages and costs suffered as a result of Customer's failure. Despite the suspension, interruption or termination of the Service or of a License, all License Fees and fees for Additional Service according to this Agreement and billing modalities chosen by Customer remain due. Corporify reserves the right to charge a fee for the reinstatement of the Service.

## 15. Term and Termination

- 15.1. The Agreement enters into force on the Effective Date and shall remain in force for the period indicated in the Order Form (the "**Initial Term**").

Upon the expiry of the Initial Term, the Agreement shall automatically renew against the License Fee, as the case may be, modified in accordance to article 13, for successive terms of one (1) year (hereinafter a "**Renewal Term**") unless a Party terminates the Agreement by a notice sent to the other Party in accordance with article 22.1 at the latest three (3) months prior to the expiry date of the then current term.

- 15.2. Without prejudice to a Party's right to compensation for losses, damages and costs suffered and without prejudice to other provisions of the Agreement, a Party may terminate the Agreement and any and all License(s) granted hereunder at any time during the term thereof by a notice sent to the other Party in accordance with Article 22.1 when

- The other Party fails to observe or breaches any of its material covenants, agreements or obligations under the Agreement in any material respect, provided that such breach continues for a period of fifteen (15) days after receipt by the other Party of notice of default specifying the nature of the breach and requesting to cure it. Without being limited thereto, the following obligations constitute such material breach: unauthorized use of the Service, the Platform, or the Service Results; breach of responsibilities in relation to use of the Service, non-payment of fees; breach of warranties; breach of Intellectual Property or breach of confidentiality obligations and breach of non-enticelement obligations; or
- The other Party makes any assignment for the benefit of creditors or files a petition in bankruptcy or is adjudged bankrupt or becomes insolvent or generally unable to pay its debts when due or is placed in the hands of a receiver or if the equivalent of any such proceedings occurs; or

- the Force Majeure as determined in article 22.5 of this Agreement has subsisted during at least six (6) consequential months.

15.3. Upon termination of the Agreement for reason of discontinuity of Corporify, Customer is entitled to get access to its database and the related passwords and encryption keys.

## **16. Consequences of termination or expiry of the Agreement**

16.1. Any provision of the Agreement expressly or implicitly intended to survive its termination or expiry, whatever the cause, shall survive as provided and the termination or expiry shall not affect any obligation to pay any amount due under the Agreement whilst it was in effect.

16.2. Upon termination of the Agreement:

- all licenses granted under the Agreement with regard to the Service shall immediately terminate;
- Customer shall return to Corporify within five (5) Business Days all latter's Confidential Information and all copies and embodiments thereof that is in Customer's possession and Corporify is entitled to conserve all Customer Data for a period of twelve (12) months following the date of termination of the Agreement. Upon termination of this conservation period, Corporify will permanently delete and/or discard all Customer Data, statistical and anonymized behavioral Customer Data excluded, unless Corporify is bound by a legal obligation to conserve Customer Data beyond the said conservation period;
- Corporify shall deliver to Customer the then most recent backup of Customer Data, provided that Customer has, at that time, paid all Licenses Fees and all other fees outstanding under the Agreement and/or resulting from termination or expiry (whether or not due at the date of termination or expiry) of the Agreement, and against payment by Customer of all expenses incurred by Corporify in returning the Customer Data; Customer Data shall only be returned to Customer in JSON format. Any personal data contained in Customer Data will be returned irrespective of any amounts due by Customer.
- each Party shall promptly return and make no further use of any equipment and tokens (and all copies of them) belonging to the other Party;
- Corporify shall be entitled to recover possession from Customer of all copies of the Documentation and related information supplied to or provided by Customer to third parties and in existence at the time of expiry or termination or require Customer to destroy the same and certify on oath that it has done so.

16.3. Upon termination of the Agreement for reason of discontinuity of Corporify, Customer is entitled to get access to its database and the related passwords and encryption keys.

## **17. Warranties**

17.1. Without detriment to other warranties and representations provided under the Agreement, the Parties provide the following warranties and representations:

Customer represents and warrants that:

- it has the legal power and authority to enter into the Agreement; and
- its Representatives (including the Account Administrators and the Users) shall and are duly authorized to act on its behalf and under his sole responsibility and they shall at all time act in accordance to the Agreement.

17.2. Corporify represents and warrants that:

- it has the legal power and authority to enter into the Agreement;

- it shall provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof;
- that the Service shall be performed in accordance with the Agreement under normal use and circumstances; and
- to the best of its knowledge it has all the rights in relation to the Platform and the Service that are necessary to grant all the rights granted hereunder, including the License, and in accordance with the terms of the Agreement.

17.3. It is understood that Corporify's performance of the Service is an obligation of means and that (any part of) the Service is provided on an "as is" basis.

Except as expressly provided herein, Corporify hereby disclaims all other conditions, representations and warranties, whether express, implied, statutory or otherwise, to the maximum extent permitted by applicable law. Without limiting the foregoing, as such and among others:

- any service or information provided by Corporify under the Agreement is provided without any warranties or representations, including, without limitation, warranties of fitness for a particular purpose, performance, non-infringement, timeliness, reliability, availability, accuracy, quality or completeness of the Service, of the Platform or of the Service Results of any data provided under the Agreement;
- Corporify does not warrant that the Service shall be uninterrupted, error-free or that it shall meet Customer's, its Affiliates', its Representatives', its Affiliates' Representatives or any other party's specific needs, nor that a service or information provided by Corporify under the Agreement shall be free from viruses, harmful components, errors or defects (nor that the said shall be corrected), nor that the Service or the Platform shall operate in combination with any other service, software, hardware, system or data.

17.4. Customer acknowledges and agrees that the Service and any Service Results thereof and any Additional Service as the case may be are not to be considered as legal, tax or other advice. The legal information which might be provided via the Service, the Service Results and any Additional Service is only provided on an "as is" basis, without any representations or warranties, express or implied. Corporify makes no representations or warranties whatsoever in relation to the legal or other information provided via the Service, the Service Results and the Additional Service.

Customer acknowledges and agrees that (i) he must not rely on the information provided via the Service, the Service Results and the Additional Service as an alternative to legal advice from an attorney or other professional legal services provider, (ii) he should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information provided via the Service, the Service Results or the Additional Service and (iii) he uses the Service, the Service Results and the Additional Service on its own responsibility.

## 18. Liability

18.1. Each Party shall indemnify and hold the other Party harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with the former's (its Affiliates' or their Representatives') breach of the of the Agreement, including its warranties thereunder. The same shall apply to direct infringement attributable to a Party of a third party Intellectual Property Rights.

18.2. In the event the Service in Corporify's opinion is likely to be or to become the subject of a third party claim, Corporify shall have the right at its discretion (i) to procure for Customer the right to continue using the Service as provided in this Agreement or (ii) to use reasonable efforts to replace or modify the ((alleged) infringing part of the Service or to provide a work around solution and/or service that is substantially similar to the Service so that it is no longer subject to Third Party Claim or (iii) to terminate (part of) the Service.

The foregoing states the entire liability and obligation of Corporify and the sole remedy of Customer with respect to

any third party claim.

- 18.3. In the event of founded third party claim against Corporify for reason of infringement of that party's right (including the Intellectual Property Rights of such party) as a result of infringement by Customer of its warranties and/or obligations under the Agreement, Customer shall defend and hold Corporify harmless against the said claim if (i) the same is not solely attributable to the Service as such, (ii) Customer is given prompt notice of any such claim, (iii) Corporify provides reasonable co-operation to Customer in the defense and settlement of such claim, at Customer's expense and (iv) Customer is given sole authority to defend or settle the claim.
- 18.4. Notwithstanding any other provision of this Agreement, the total aggregate liability of Corporify shall in any event be limited to the last yearly License Fee paid by Customer for the Service when the claim relates to the Service, or, when the claim relates to an Additional Service, the paid or payable fee for that Additional Service.
- 18.5. Nothing in the Agreement excludes the liability of a Party for death or personal injury caused by that Party's or for fraud or fraudulent misrepresentation attributable to it.
- 18.6. Each Party shall have a duty to mitigate damages for which the other Party is liable.
- 18.7. Neither Party will be able to seek remedy on tort (extra-contractual) basis for a breach of the Agreement, neither from the other Party, nor from the other Party's Representatives, Employees, Affiliates or (sub)contractors.

## 19. Intellectual Property

- 19.1. The Agreement does not intend and shall not bring or be construed to bring any change to the propriety of or licenses to any Intellectual Property Rights of Corporify and Customer shall not, as a result of the Agreement, be entitled to any claim with regard to any Intellectual Property Rights to which, prior to the signing of the Agreement, it was not entitled.
- 19.2. Corporify is and remains the exclusive owner of all Intellectual Property Rights relating to its products and services including, but not limited to, the Intellectual Property that underlies or is incorporated, included or used in the Platform, the Service, including the Documentations. All rights, titles and interests in such Intellectual Property shall remain vested in Corporify.

If the Agreement awards to Customer certain rights or licenses to Corporify's Intellectual Property or if the purpose of the Agreement requires such use, it is understood that such rights are awarded only for the term of the License and that Customer's sole right in relation to Corporify's Intellectual Property are at all time restricted to the use thereof to the extent that they are incorporated in the Service or the Service Results under the terms and conditions set out herein.

- 19.3. Without limiting the scope of other provisions of the Agreement and of License limitations set forth herein, Customer shall not, without prior written authorization of Corporify, modify or make derivative works of the Service. In the event that, notwithstanding any prohibition thereto, Customer modifies or creates derivative works of the Services, Corporify shall own all right, title and interest, including any Intellectual Property Rights, in and to such modifications and derivatives and Customer hereby assigns any such rights, title and interest in such modifications and derivatives to Corporify at no cost to the latter. Customer represents and warrants that it has the authority to assign full title to these modifications and derivative works and the Intellectual Property Rights pertaining thereto in accordance with the terms and conditions of the Agreement.
- 19.4. Corporify is entitled to use Customer's name or logo (or the name or logo of any other member of Customer's Group or Customer's commercial name or logo) in any advertising or promotional media in the course of performance of this Agreement or thereafter.

## 20. Confidentiality

- 20.1. The Parties acknowledge that under the Agreement they shall disclose to each other information that is of highly sensitive nature and is valuable to the disclosing Party ("Disclosing Party"), that must and shall remain the Disclosing Party's exclusive property and must at all times be kept secret and confidential by the receiving Party ("Receiving Party").
- 20.2. Unless the Receiving Party obtains explicit prior written authorization from the Disclosing Party, the former shall not use the confidential information disclosed by the latter for any other purpose than strictly necessary for the due performance of the Agreement.
- 20.3. Notwithstanding article 20.2, the Receiving Party shall only be permitted to disclose confidential information if and to the extent that:
  - is required by the applicable law or regulation or pursuant to a court or administrative order issued by a court of competent jurisdiction or by a governmental authority that is lawfully entitled to require such disclosure, provided, however, that the Receiving Party shall prior to any disclosure notify and fully inform the Disclosing Party of such obligation to disclose and demonstrate the existence and the extent of the requirement to disclose in order to allow the Disclosing Party to assess and, as a case may be, to contest it; or
  - to its Affiliates and Representatives however, that the Receiving Party shall do this (i) only on a need-to-know basis for the performance of the Agreement and (ii) if they are bound by confidentiality obligations that are at least as restrictive as those set forth in this article 20.
- 20.4. The provisions of this article shall remain in force during five (5) years after the termination or expiry of the Agreement.

## **21. Non-entitlement**

For the entire duration of the Agreement and for one (1) year following termination or expiry of the Agreement, a Party, its Affiliates, its Representatives' or its Affiliates' Representatives shall not (attempt to) hire, offer to hire or otherwise entice away any Representative of the other Party or of its Affiliates whether directly or indirectly. In case of breach of the said obligation by a Party, the other Party shall be entitled to a lump-sum compensation of fifty thousand euro (€ 50.000,00) without prejudice to its right to claim compensation for losses, damages and costs effectively suffered.

## **22. Miscellaneous**

- 22.1. Notices – Parties may give any notice to each other by means of email with receipt confirmation or registered letter. If to Customer, the (email) address that is on record in Corporify's account information shall be used. If to Corporify, emails have to be sent to info@corporify.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after sending by registered letter and of 12 hours if sent by email.
- 22.2. Severability – If any provision of the Agreement is invalid or unenforceable, this shall not affect the remaining provisions thereof which shall remain in effect. The invalid or unenforceable provision shall be deemed to be replaced by an alternative valid and enforceable provision that is as closely in line with the Parties' original intent as allowed under the applicable law.
- 22.3. Entire Agreement – The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter including, but not limited to, any prior non-disclosure or confidentiality agreement. No amendment of the Agreement is binding unless executed in writing and signed by duly authorized representatives of the Parties.
- 22.4. No Waiver – The election of any one or more remedies by either Party shall not constitute a waiver by such Party of the right to pursue any other available remedies. No failure by either Party to exercise and no delay by either Party in exercising (in whole or in part), any right in relation to the Agreement shall operate as a waiver of any such right.

- 22.5. Force Majeure – Notwithstanding any other provisions of this Agreement, if, for any reason beyond the reasonable control of a Party, including, without limitation, acts of God, earthquakes, floods and other natural disasters, wars, insurrections, strikes, riots, fires or orders by any government department, council or other constituted body, such Party is unable to perform in whole or in part its obligations under the Agreement, such Party shall be relieved of those obligations to the extent it is unable to perform and such inability to perform, so caused, shall not make such Party liable to the other Party on the condition that the Party who is unable to perform notified the other Party of such inability within seven (7) days of the onset of such inability.
- 22.6. Assignment – Customer shall not assign or otherwise transfer the Agreement in whole or in part or any of its rights and obligations under the Agreement without prior written consent of Corporify. The Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 22.7. Third Party Beneficiaries – Nothing in the Agreement is intended to confer any benefits on any person other than the Parties or their respective successors or permitted assigns.
- 22.8. Injunctive Relief – Since a breach of any part of the Agreement by a Party, in particular the provisions governing intellectual property rights, may cause irreparable harm to the other Party for which monetary damages are inadequate, the other Party may seek immediate injunctive and/or other equitable relief should such a breach occur.
- 22.9. Governing Law and Dispute Resolution – The Agreement shall be governed by and construed under the laws of Belgium. All disputes in connection with the existence, validity, construction, performance, non-performance, breach or termination of the Agreement (or any terms thereof) that are not settled amicably shall be settled exclusively by the courts of Brussels, Belgium.

## **Annex 1**

Details of processing of Personal Data by Corporify on Customer's behalf

## **Annex 2**

Technical and organizational measures undertaken by Corporify

## **Annex 3**

List of the Sub-Processors authorized by Customer



## **ANNEX 1**

### **Details of processing of Personal Data by Corporify on Customer's behalf**

This Annex 1 includes certain details of the Processing of Personal Data by Corporify on behalf and upon the instruction of Customer, as required by Article 28(3) GDPR.

#### **1. Subject matter and duration of the Processing of Personal Data**

The subject matter and duration of the Processing of Personal Data by Corporify on behalf and upon the instruction of Customer is set out in the main text of the Agreement, as supplemented by this Annex 1.

#### **2. The nature and purpose of the Processing of Personal Data**

The Personal Data is processed by Corporify on behalf and upon the instruction of Customer for Customer's or its Affiliates' corporate and legal housekeeping and for compliance with their legal obligations (in particular without being limited thereto in relation to corporate governance and the prevention of fraud and money laundering).

#### **3. The types of Personal Data processed**

Under the Agreement, Corporify processes or is allowed to process the following types of Customer Data which qualifies as Personal Data on behalf and upon the instruction of Customer:

Identification and characteristics	<ul style="list-style-type: none"> <li>- Identification data of Users and/or other data subjects (first name, middle names(s), last name, birth date, nationality, personal identification number, copy of identity card or other identification document, gender, title, e-signatures)</li> <li>- Contact details of Users and/or other data subjects (domicile, principal residence, office address(es), email address, phone/fax number(s))</li> </ul>
Behavioral data	<ul style="list-style-type: none"> <li>- Account data of Users (personal login credentials, user log files)</li> <li>- Data related to Users' and/or other data subjects' mandates/managerial positions in legal entities (legal entities concerned, management bodies concerned, duration of mandates, roles, voting rights)</li> <li>- Data of Users and/or other data subjects related to corporate meetings, corporate decisions and corporate documents such as minutes of management bodies, notarial deeds, auditor reports, articles of association (presences to meetings, voting behavior, meeting behavior)</li> </ul>
Financial data	<ul style="list-style-type: none"> <li>- Bank account information</li> <li>- Data related to membership or the holding of securities of Users and/or other data subjects in legal entities (types of securities, obligations and entitlements related to securities, security transactions, documents and contracts related to security transactions, amounts subscribed, paid-up, paid-out, to be paid, other financial benefits and/or implications relative to each type of security)</li> <li>- Contractual data of Users and/or other data subjects (contracting parties, legal and/or financial liabilities and entitlements, other contractual provisions relevant to Users)</li> <li>- Data of Users and/or other data subjects related to corporate meetings, corporate decisions and corporate documents such as minutes of management bodies, notarial deeds, auditor reports, articles of association (legal and financial implications of corporate decisions and corporate meetings presences to meetings)</li> </ul>
Sensitive data	<p>Political, religious or philosophical data or data related to trade union membership of Users and/or other data subjects, only to the extent this is related to or can be deducted from the membership of, or other relationship with, specific legal entities.</p>

#### **4. The categories of Data Subjects to whom the Personal Data set out above relates**

- Users
- Representatives & Account Administrators
- Signers using the e-signature functionality of the Platform
- Legal entities' security holders or members
- Members of legal entities' management bodies
- Other corporate stakeholders related to legal entities (such as without being limited thereto notaries, auditors, accountants, lawyers, contracting parties)

#### **5. The obligations and rights of the Controller and the Processor**

The obligations and rights of the Controller and the Processor are set out in the Agreement and Annex 1 thereto.

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## ANNEX 2

### Technical and organizational measures undertaken by Corporify

#### 1. Technology and security

- Corporify is implemented as a single-tenant cloud application that exposes its data via a REST API on the back-end. In order to gain access to this REST API, a client needs to either log in, or needs to be given a permanent API token (for integrators). Such login credentials/permanent tokens can only be created by the administrator of the installation (i.e., an admin user of the customer). All communication with the REST API needs to be encrypted (HTTPS-only).

The front-end consists of a single-page web application that is implemented as a client of this REST API.

- Given the legal nature of our application domain, the two main focuses of our application's architecture are providing maximal protection of customers' data, and providing a tamper-proof trace of all operations that Corporify users have performed on the legal assets managed using the application (Blockchain-like mechanism).

- With regard to the protection of data, we achieve this by providing each of our customers with their own, fully compartmentalized silo (security by design).

Each customer silo is deployed as an individual virtualized server with its own complete stack of encrypted database, web server and REST API.

This compartmentalization ensures that customers' data and run-time information is completely shielded from each other, and assures minimal downtime during maintenance updates, as well as the possibility to assign sufficient computing/storage resources to each customer.

All data is hosted via Interhost Solutions (<https://www.interhostsolutions.be>) and is stored in ISO27001 certified datacenters.

- To ensure a tamper-proof trace of all operations on legal assets, our architecture contains the notion of first-class transactions on legal assets.

In other words, our architecture ensures that the only way to manipulate a legal asset (e.g., a security register or a list of mandates), is by performing a transaction on this legal asset. A Corporify user has to explicitly execute the transaction; once it is executed, the data of that transaction can no longer be manipulated by anyone.

By providing a blockchain-like mechanism, where transactions are linked, and by storing a checksum of the transaction's data, we make the transactions virtually tamper-proof.

The entire chain of transactions on a legal asset is made available via the API, and can be consulted via the web interface, making it possible for Corporify users to ascertain the state of a legal entity at any given point in time.

- Corporify users are authenticated to the Corporify web application by means of our own OAuth service. This authentication service ensures that only sufficiently secure passwords can be used by end users.

While each customer's data is stored in a separate silo, this authentication mechanism makes it possible for a single user to obtain access rights to multiple customer silos (if needed and with the proper permission rights).

User credentials are both verified at the level of the silo as well as the level of the OAuth service.

# Corporify

- Corporify offers a two-factor authentication mechanism by means of Time-based One-Time Passwords (TOTP). This mechanism requires users to have a compatible application installed on their mobile phone that allows for the generation of such passwords (e.g. Google Authenticator). The first time a user logs into Corporify, a shared secret is exchanged by means of a QR code. Based on the shared secret, a time-limited password is generated by the application on the phone that needs to be entered when logging into Corporify. The use of this two-factor authentication mechanism is not mandatory, but is recommended for all customers.
- All access to the Corporify application is guarded by means of an application-level firewall. This entails that all traffic to Corporify needs to pass via this firewall, that will protect the application from a wide variety of malicious attacks, and that will block connections violating certain security rules.
- Technologies used:
  - Back-end: Java 8, H2 relational database (encrypted), Rest-Easy
  - Front-end: Angular v5
  - Deployment: Docker, Nginx
- All data is physically stored in the Netherlands (data centers of Interhost) with back-ups on Belgian soil.
- Responsive design allows basic usage of the application on tablet. A mobile app is currently not available.
- Preferred browser for optimal use: Chrome.

## 2. Access rights and user rights

- Customer administrator(s) will be responsible for the management of users and user permissions.
- User permissions can be organized for the entire customer silo AND/OR for one or more specific legal entities within customer's silo:
  - Every user will have a specific 'role' which determines its read/write/edit/delete permissions for the entire customer silo;
  - Read permissions can be granted for one or more specific legal entities in customer's silo only;
  - Users can also be added to one or more 'user groups' to carve-out or specify permissions for one or more specific legal entities;
  - For 'write' and 'edit' permissions, a double security check can be applied: a user needs to have the appropriate 'role' AND has to belong to the appropriate 'user group(s)'.

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## **ANNEX 3**

### **List of the Sub-Processors authorized by Customer**

- **Primary & secondary back-up hosting & storage:**
  - Combell NV, Belgium, B-9042 Sint-Kruis-Winkel, Skalderijstraat 121, enterprise number 0541.977.701 - <https://www.combell.com/en/about-combell/privacy-policy>
- **Login and authentication**
  - SMS Service: Spryng BV - <https://www.spryng.be/en/privacy-policy/>
- **E-signing:**
  - Connective NV, Belgium, B-2000 Antwerpen, Wapenstraat 14, box 301, enterprise number 0467.046.486 - <https://connective.eu/privacy-policy/>
  - Belgian Mobile ID NV, Belgium, B-1000 Brussel, Sint Goedeleplein 5, enterprise number 0541.659.084 - [https://www.itsme-id.com/content-assets/53388/1650378638-itsme\\_privacypolicy\\_en\\_29042021.pdf](https://www.itsme-id.com/content-assets/53388/1650378638-itsme_privacypolicy_en_29042021.pdf)
  - Docusign - <https://origin.docusign.com/privacy/>
  - Adobe Systems Software Ireland Ltd. (Adobe Sign) - <https://www.adobe.com/privacy/policies-business/esign.html>
- **Email communication & document editing**
  - Microsoft 365 - <https://privacy.microsoft.com/en-us/privacystatement>
- **File storage**
  - Dropbox - [https://www.dropbox.com/privacy?trigger=business\\_landing-t61fl\\_footer](https://www.dropbox.com/privacy?trigger=business_landing-t61fl_footer)
- **Helpdesk**
  - Freshdesk - <https://www.freshworks.com/privacy/>
- **CRM and billing**
  - Hubspot - <https://legal.hubspot.com/privacy-policy>
  - Exact Online - <https://www.exact.com/privacy-statement>
- **E-signing – SMS Gateway – Sending SMS messages**
  - CM Telecom - Konijnenberg 30, 4825 BD Breda, Netherlands
- **E-signing – E-mail gateway – Sending e-mail messages**
  - Tripolis - Joop Geesinkweg 125C, 1114 AB Amsterdam, Netherlands