

AGREEMENT FOR THE USE, MAINTENANCE AND SUPPORT OF CICERO LAWPACK - Version v1.3.3 - July 2018

Licensee: the natural or legal person who has entered into this Agreement.

Licensor:
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Introduction

Informa Europe develops and commercialises the software package "CICERO LawPack" (or in short "CICERO") for the automation of law firms and (corporate) legal departments.

To make our cooperation as smooth as possible, we would like to reiterate our basic principles, as these were discussed during our product demonstration. Since the successful use of your software depends on numerous factors, we would like to emphasize these from the very outset.

Opting for Cicero

Cicero is a "standard" software package, and its development is based on the most common needs and automation requirements of a "standard" user, being a law firm or a legal department. Therefore, we assume that you have verified in advance whether our software actually suits your work method.

"Custom" software, as opposed to "standard" software, is developed on the basis of specific desiderata of a particular user, based on previously drawn up specifications. Custom software falls outside the specifications of this agreement.

Of course, this does not mean that you would not have any involvement in the further development of the package. Based on the numerous suggestions of our users, we continue to improve our software package every day and to develop the necessary upgrades.

IT does not stand still

Opting for Cicero implies a choice for an evolving package. Via our (compulsory) upgrade, we ensure that your management software not only perfects itself, but also that it keeps up with the times.

The recipe for the successful use of Cicero

A good Cicero user regards our software as the backbone of his office or legal department.

Since Cicero simultaneously automates your accounting - invoicing - agenda - customer database - files database - templates - collections - bank transactions - etc., you must realise that a thorough knowledge of the package is of the utmost importance. The basic training is a good starting point for this.

Via the constantly updated online menu and via in-depth follow-up trainings and/or webinars (in groups or customised), you acquire and maintain the necessary knowledge to get the most out of the package. If despite this, you get "stuck" for a while or do not understand it any more, our support services are happy to help you further. Good luck!

Terms and Conditions of Contract

1. Definitions

1.1 Quotation: Any (future) price quotation made by the Licensor to the Licensee, with detailed description and price determination for the software to be delivered, the maintenance, conversion, support services, training, etc. and subject to the Terms and Conditions of Contract for this agreement, as a result of the acceptance of the quotation and/or the use of the software.

1.2. Agreement: This agreement, the quotation and the appendices.

1.3. Licensor: Informa Europe BVBA and any legal successors.

1.4. Licensee: The natural or legal person to whom the quotation is addressed, even if - at the request of the Licensee - the invoice (or a part of it) is addressed or must be addressed to a finance company.

1.5. Software: A version of Cicero LawPack (excluding the source code), including the related electronic documentation, as described in the initial

quotation and developed and/or distributed by the Licensor, excluding software developed by third parties.

1.6. Software developed by third parties: Software not developed by the Licensee and which is necessary for the proper functioning of the Cicero LawPack.

1.7. Maintenance: Providing the Licensee with a new version of the software (excluding the source code) subsequent to the version described in the initial quotation, including the related electronic documentation. Maintenance can be preventive, corrective, adaptive or in the form of upgrades.

1.8. Preventive maintenance: The periodic cleaning up, checking and fine-tuning of the software, with the intention of avoiding errors.

1.9. Corrective maintenance: The removal of errors in the software.

1.10. Adaptive maintenance: Providing the Licensee with a modified version of the software in which known errors have been removed and/or its current working and functionality have been improved without adding any new functions.

1.11. Upgrades: Providing the Licensee with a new version of the software in which, in addition to possible error corrections, an improvement of the existing functionality and working, as well as new functions, have been added.

1.12. Partner: A company which is entrusted with the installation of the software and which installs this at the expense of the Licensee.

1.13. Delivery of the software: Granting of the right-to-use licence for the software by the Licensor to the partner or the Licensee, with regard to the installation of the software.

1.14. Provision of maintenance services: The provision of maintenance services by the Licensor via the website www.cicerosoftware.com.

1.15. System requirements: The minimum requirements with respect to hardware and third party software in order to be able to make proper use of the software.

1.16. Acceptance: The acceptance by the Licensee of a) the compliance between the delivered software, maintenance or service and the quotation.

1.17. Error: A demonstrable and reproducible defect found by the Licensee in the working of the software, the maintenance or the data conversion. A functionality missing after maintenance, as compared to an earlier version, is not regarded as an error.

1.18. Telephone assistance: Providing assistance on the telephone in order to solve usage problems and/or technical problems within the service hours.

1.19. Service hours: The hours during which the support services are accessible by telephone: every working day from 9 a.m. to 12 p.m. and from 2 p.m. to 5 p.m., except on Saturdays, Sundays and public holidays in Belgium.

1.20. Non-responsive software: Error in the software, due to which it is completely impossible for the Licensee to make further use of the software.

1.21. Data conversion: Transfer of the data, originally stored via software developed by third parties, for use in the software developed by the Licensor.

1.22. Terms and conditions for data conversion: Description of the characteristics of the data to be introduced by the Licensee (format, fields, number of characters, etc.) so that a test conversion can be carried out by the Licensor.

1.23. Data conversion report: Report provided by the Licensor to the Licensee regarding the results of the test conversion, on the basis of which the Licensee decides to allow the actual conversion to be carried out.

1.24. Confidential information: Confidential information regarding the Licensee or the Licensor including (a) information specified in writing as "confidential", (b) information which is not generally known, (c) information which is not made generally accessible by the party to whom

the information is related and/or from whom the information originates, and (d) information which is known to be confidential in nature.

1.25. Electronic dossier: The electronic dossier as it shall possibly be introduced by the Government.

1.26. View Only: Merely consulting the stored data via the software, without the possibility of changing, adding, deleting or printing the data.

2. Subject of the Agreement:

This purpose of this agreement is to establish the rights and duties of the parties in the following cases a) provision of a right-to-use licence for the software, b) provision of maintenance services, c) provision of training courses, d) provision of support services and e) carrying out data conversion.

3. Duration of the Agreement

The agreement starts at the moment of the first use by a login to the Cicero software and is for the period of 1 month.

When this period expires, and without prejudice to the application of Article 4.2, this agreement will be automatically renewed for a period of 1 month and under the same conditions, unless one of the parties has served a notice of termination.

4. Prices and Payments

4.1 All prices, fees and other tariffs used shall be exclusive of VAT and exclusive of any other taxes, levies, import levies, surcharges, fees and levies of any kind that may be imposed now or in the future by a government body, tax authority or other authority, and which may be adjusted in the interim in accordance with the applicable changes to these levies by the government, the tax authority or otherwise. Payments must be made in full, free of and without deductions of or due to such taxes, levies, import levies, surcharges, fees and deductions, unless required by law. If the licensee is legally obliged to withhold, he shall pay to the licensor such additional amounts as are necessary to ensure that the licensor receives the full amount that the licensor would have received in the absence of withholdings. Payment of such deductions to the authorities is the Licensee's responsibility.

4.2 The Licensee owes the licensor a fee under the agreement. Regardless of whether the licensee makes use of the services, the fee remains due from the effective date of the agreement. All fees payable under this Agreement are independent of any applicable fees for Consultancy Services, which will be invoiced separately. Additional Orders made by the Licensee during the term of this agreement will be invoiced pro rata from the moment of actual confirmation and processing of the Ancillary Order.

4.3 The Licensor may adjust the fees referred to in Article 4 on an annual basis. The prices are based on the consumer price index of 01.01.2014 (100.50). They may be indexed annually, without prior notice, in line with changes in consumer prices, valid on 1 January of the year in question.

4.4 Fees will only be paid in advance.

4.5. Invoicing for training: Invoicing for training takes place after the training has been completed, without prejudice to the right of the licensor to request an advance equal to part or all of the price of the training.

4.6. Invoicing for the conversion: 40% of the conversion is invoiced upon signature of the quotation. The remaining 60% will be invoiced at the time of acceptance of the test conversion in accordance with article 9.2.

4.7. Terms of payment: All invoices are payable in cash. If payment is not made within 15 days of the invoice date, the licensor shall inform the licensee accordingly and the licensor shall request him to make the payment due without delay.

If this is not followed by full payment, the licensor shall be entitled to limit the functionality of the software to view only and to suspend maintenance, and the licensor shall again request the licensee to pay the amount due without delay.

If full payment does not follow at this stage either, the licensor shall be entitled to block access to the software.

Any request for payment will be charged by the licensor at 10 €, plus the mailing costs.

If payment is not made within a period of 30 days from the invoice date, an indemnity of 12 % (with a minimum of 125 €) as well as a late payment interest of 10 % shall be payable automatically and without notice of

default on all outstanding amounts that have fallen due, without prejudice to the right of the licensor to prove higher damage.

4.8. Compensation: Compensation for claims by the licensee against the licensor is excluded and prohibited.

4.9. Debts not yet overdue: In the event of late payment of an invoice, other claims on the licensee that have not yet expired will become due and payable by operation of law and without prior notice of default.

5. Termination of the Agreement

The agreement can only be terminated by the parties with due observance of a notice period of one month.

5.1. The licensor can terminate the agreement at any time with immediate effect and without judicial intervention, without further liability, by means of (electronic) communication to the licensee, if the licensee:

(a) fails to (properly) perform any of its obligations under the agreement, and, upon written notification by the licensor, does not remedy such negligence or non-performance within a reasonable time after such notification; or

(b) files for bankruptcy or if bankruptcy is filed against him, which application is not withdrawn within 30 days; an administrator is appointed to manage his assets or business; informs the licensor that he is no longer able to meet his payment obligations; or if the licensor has to conclude from the circumstances that the licensee is no longer able to meet his payment obligations; is dissolved, is granted bankruptcy, liquidated or ceases its ongoing business.

5.2 Upon termination of this agreement the Licensee may download all his data up to the last day of the agreement. After termination of the agreement, the licensee will no longer have access to the Cicero Web Application and his data.

6. Software and maintenance of the software

6.1. Downloading the software and the maintenance: The software and the maintenance may be downloaded by the Licensee or by the partner, in the name of and at the expense of the Licensee, from the website of the Licensee, www.cicerosoftware.com, or from any other website or storage medium communicated by the Licensor to the Licensee.

6.2. Availability

6.2.1. Licensor shall use commercially reasonable efforts to ensure optimal availability of and access to the Web Application. The applicability of any Service Level Agreement must be expressly agreed between the parties.

6.2.2 Notwithstanding article 6.1, the licensor may, without prior notice, (temporarily) block or disable access to or restrict the use of the Web Application to the extent reasonably necessary from time to time:

(a) to carry out preventive or regular maintenance or upgrades; (b) in the event of an actual or suspected security breach; and/or (c) in the event of any other emergency, without the licensee being entitled to claim damages from the licensor.

The licensor shall use his best endeavours to minimise such measures and, to the extent commercially feasible, to inform the licensee in a timely manner.

6.3. Method of use: The Licensee is obliged to use the software (including the new versions and the documentation) in accordance with the regulations of the Licensor and subject to compliance with all legal or regulatory provisions in this regard. The Licensee may not copy, reproduce, translate, imitate, modify, analyse, disassemble or develop works based on the software (including the new versions and the documentation), without the explicit prior written permission of the Licensor. The Licensee may not convert the software (including the new versions and the documentation), either wholly or partially, into the source code ("reverse engineering"), except in those cases explicitly allowed by the law.

6.4. Extending the number of users: The number of users may be extended by purchasing a separate right-to-use licence for each user to be added.

6.5. Unlawful use by third parties (illegal copies): The Licensee may not rent, lease, sell, transfer, provide as security or allow third parties to use the software (including the new versions and the documentation), without the prior permission of the Licensor. Permission for transfer shall only be given by the signing of a transfer agreement, in the context of the suspension of the activity by the Licensee and after

payment of all pending debts by the Licensee and after the payment of the first invoice by the transferee.

Without prejudice to the right of the Licensor to prove a higher loss and to demand the cessation of the unlawful use, if the Licensee should provide the software (including the new versions and the documentation) unlawfully or without permission to a third party, it shall be obliged to pay a minimum compensation of ten times the amount of the annual maintenance fee for the software. If the Licensee directly or indirectly conducts commercial transactions for the sale of illegal copies of the software (including the new versions and the documentation), it shall be obliged to pay a minimum compensation of EUR 25,000 (twenty-five thousand €) per infringement. The Licensee accepts that this compensation is reasonable, in view of the enormous effort made by the Licensor for the development and commercialisation of the software.

6.6. Compulsory nature of the maintenance: In order to ensure the proper working of the software and its new versions, the Licensee is obliged to purchase maintenance for the software from the Licensor and to install this or allow this to be installed.

6.7. Types of maintenance: The maintenance of the software includes preventive, corrective and adaptive maintenance as well as maintenance in the context of upgrades, as defined above.

6.8. Scope of the maintenance: The software is "standard software" and not "custom software". Therefore, the original functionalities of the software (as provided in the original version) and possible later modifications (in the context of upgrades) are developed for the maximum possible number of similar users. The Licensee has had the possibility, prior to the conclusion of this agreement, of examining and testing the software and has accepted its suitability for the exercise of its business activity. The maintenance of the software is intended to guarantee and/or improve - for the duration of the Licensee's right to use the software - the functioning of the software through preventive, corrective or adaptive maintenance and to lay claim to new functionalities of the software possibly developed by the Licensor (upgrades).

6.9. New versions of the software (upgrades): The Licensor - without being obliged thereto - strives to upgrade the software, depending on the development of the market and the requirements of the standard user.

6.10. Cases excluded from maintenance: The maintenance does not cover:

- repair required due to use of the software in a way that is incorrect, improper or not allowed;
- repair of data files;
- repair, (re)installation of software and hardware not provided or installed by the Licensor;
- repair required due to viruses, accident, fire, natural disasters, power failures, and in general, any cause external to the delivered software (including the new versions and the documentation);
- consumables such as ink, paper, storage media;
- licences for software developed by third parties.

7. Training

7.1. The Licensor provides the initial remote training for the key user via e-learning.

7.2. Purpose and target group: The initial training is only open to the Licensee and is aimed at an *elementary* knowledge transfer of the functional working of the delivered software, based on standard Cicero documents. The Licensee shall ensure that it or its employees have a thorough knowledge of the activity of the Licensee and a good basic knowledge of IT and accounting (if applicable). The number of persons who may follow this training is equal to the number of user licences owned by the Licensee.

7.3 Webinars and tutorials

In addition to the initial training, the licensor provides additional Webinars and tutorials to be followed by the user.

8. Support

8.1. Basic principle: In order to be able to learn how to use the software (including the new versions), repair sporadic bugs, answer "frequently asked questions (FAQ)", etc., the Licensor advises the Licensee to first consult the supplied documentation and the offered training. If the answer to the Licensee's question or the solution for the error submitted

by the Licensee is already available in the documentation, then the Licensor reserves the right to merely refer to this documentation. If the Licensee's question shows that it has insufficient knowledge in order to use the software, then the Licensor reserves the right to merely advise to follow additional training.

8.2. Emergencies: Only in case of emergencies and insofar as the documentation does not provide an adequate answer to the Licensee's questions and/or does not offer a solution for an error, the Licensee may contact the Support Division of the Licensor.

8.3. Detailed information: In order to keep response times to a minimum and before contacting the Support Division of the Licensor, the Licensee provides a very detailed description of its question. The Licensee supplies the Licensor, upon its first request, with a print screen of the situation in which the question or the error has occurred and/or a complete copy of its files and software.

8.4. Software errors which do not block operations: Software errors which do not wholly or partially block the working of the equipment, but merely reduce or hamper the performance in an insubstantial way, are investigated by the Licensor. A solution is provided in a subsequent version of the software in the context of the maintenance of the software.

8.5. Software errors which block operations: Before making the software and new versions available for use, thorough internal testing is carried out in the context of the maintenance. If, despite this, there are errors that block operations, the Licensor shall offer a solution within 5 days of such an error being established, in the context of the maintenance of the software. If the problem is so complex that it is not reasonably possible to provide a solution within this period, the Licensor shall offer a "work-around", in order to make it possible for the Licensee to continue working (for example, temporary re-installation of an earlier version).

8.6. Suggestions: Suggestions for modifications or upgrades must be formulated solely via the Cicero website.

9. Data Conversion

9.1. Conversion terms and conditions: If the quotation provides for a data conversion from third party software to be carried out by the Licensor, then the Licensor shall communicate to the Licensee the terms and conditions for conversion, as applicable to the data, before proceeding to the installation and conversion.

9.2. Test conversion and conversion report: The Licensor shall - after the data has been communicated by the Licensee in accordance with the conversion terms and conditions - carry out a test conversion, after which it will hand over a conversion report to the Licensee for the latter's acceptance, and following this, the Licensee shall have the opportunity to check the converted data in a test environment.

Only after it has accepted the conversion report and the test conversion is the Licensee allowed to import and process the data of the test conversion.

If the Licensee does not approve the conversion report, or if a conversion does not appear to be technically possible according to the Licensor, then only the right-to-use licence for the software will be made available and the unaccepted conversion will be settled by the Licensor in the invoice.

9.3. Safety measures: The Licensee shall ensure that it stores the original data, which is to be converted, for at least six months after the final conversion.

10. Hardware

The Licensor shall ensure that the installation, maintenance and possible updating of the hardware is done in time and in accordance with the minimum system requirements, as these shall be applicable to the software and possible new versions of it.

11. Provisions typical to the professional activity of the Licensee

The equipment provided by the Licensor is an administrative tool for the proper and efficient exercise of the Licensee's professional activity. Under no circumstances may the Licensee assume that the equipment replaces its professional knowledge or the necessary additional training required for that. The text templates, calculation methods, etc. delivered by the Licensor, are only made available as informal documentation. As soon as the competent authority shall standardise the use of an electronic dossier, the completion, storage and transfer of such a dossier shall take place under the sole responsibility of the Licensee.

12. Software developed by third parties

For the system to function properly, the purchase and use of software not developed by the licensor is necessary, such as Operating Software (e.g. MS Windows), Office Applications (MS Office 365). The Licensee undertakes to obtain the right to use this software, to familiarise him- or herself to it, and to update the versions when requested to do so by the Licensor and, if necessary, to adapt his hardware accordingly.

13. Security

The Licensee is obliged to ensure the security of its IT equipment, both externally (access, heating and/or cooling) as well as internally (personal passwords, anti-virus software, anti-spam software).

The licensor continuously performs security tests on the Cicero software cloud platform in order to comply with the OWASP standard.

We have a strong-password policy on our logins:

- a/ These shall comply with certain conditions
 - b/ They are subject to periodic change
 - c/ Repeated error while logging in blocks the account
- All communication takes place via an SSL certificate.

However, data leaks or other security breaches can never be ruled out 100%.

14. Consulting the data after termination of agreement

Barring possible legal obligations with respect to the Licensor regarding tax matters, the Licensee shall be able to consult the software in "view only" mode for one month after the termination of the agreement.

16. Personal Data and Privacy

Insofar as the Licensee processes personal data while using the software, the Licensee remains responsible for this data within the meaning of the Personal Data Protection Act and/or the GDPR. The Licensee undertakes to process the personal data in accordance with the legal regulations. With respect to the data processed by the software, the Licensee safeguards the Licensor against all third party claims which might be instituted against the Licensor owing to an infringement, not attributable to the Licensor, of the Personal Data Protection Act and/or other legislation concerning the processing of personal data.

16.1 The Licensee acknowledges and agrees that the Licensor's Privacy Policy as published on www.cicerosoftware.com applies to the processing of personal data.

The Licensee hereby expressly agrees to the Privacy Policy.

The provisions in the Privacy Policy in combination with the provisions of this License Agreement together form a processor agreement in which the licensee is the data controller and the licensor is the data processor. The licensor has the right to change the Privacy Policy from time to time and it is the licensee's responsibility to review the Privacy Policy and familiarize himself with any changes.

Continued use of the Web Application by the Licensee after such changes shall be deemed to be acceptance by the Licensor of the revision of the Privacy Policy, unless otherwise stipulated in these Licence Terms.

16.2 With regard to data that the Licensee has entered via the Web Application, the Licensee shall:

- (a) ensure that it processes, stores and uses its personal data in accordance with all applicable laws, regulations and codes of conduct;
- (b) comply with all of its obligations as controller and/or processor of such data under applicable data protection and privacy laws, including but not limited to ensuring that all necessary information is provided to all data subjects whose data formed part of the data entered with respect to the proposed use and disclosure of their data as a result of Licensee's use of the Licensor's CICERO Software Service;
- (c) ensure that it has obtained all necessary consents and authorisations required to process and store its personal data through the Web Application, and the Licensor shall not be responsible or liable to Licensee for obtaining any necessary consents or authorisations on its behalf; and
- (d) deal with all requests from data subjects and/or other regulatory authorities in relation to the Licensee.

Upon request, the Licensee shall fully indemnify the Licensor against all claims, costs, (financial) damage, expenses, lawsuits and fines that the Licensor may incur or suffer or that may be imposed on it in connection with claims by the Licensee, its employees, agents and advisors, the clients and potential clients of the Licensee or another third party, as well as by a Supervisory Authority, with regard to data processed by the Licensee and/or the Licensor in the context of the Licensor Online Agreement (including the effects of a claim or accusation that this processing infringes local and/or international legislation in the field of data protection and/or other legislation in the field of processing personal data), with the exception that this indemnification does not apply to the

extent that an item about which a complaint is made, is reasonably and directly attributable to a breach by the Licensor of its obligations under the Licensor Online Agreement.

16.3 The Licensor guarantees to take appropriate technical and organisational measures against the unauthorised or unlawful processing of data that the Licensee has entered via the Web Application and against incidental loss, destruction or damage.

16.4 Except when expressly provided otherwise in the Licensor Online Agreement or in the Privacy Policy, and/or as may reasonably be necessary to enable the Licensor to fulfil its obligations under the Licensor Online Agreement, the Licensor shall not view any data that the Licensee has placed with the Licensor via the Web Application, and the Licensor shall not make any data available to third parties (with the exception of subsidiaries and/or affiliates of the Licensor), unless the Licensor is obliged to do so by law, regulation, court order or decision of a government agency.

Licensor has the right to access, aggregate and use non-personally identifiable data of the Licensee, which in no way identifies Licensee or any other person.

Licensor may use these aggregated, non-personally identifiable Licensee data to:

- Help Licensor better understand how its customers are using the Licensor's CICERO Software;
- provide its customers with more information about the use and benefits of the Licensor's CICERO Software;
- improve business productivity, including the creation of useful business insights from aggregated data to enable the client to benchmark its business performance in relation to such aggregated data; and to
- otherwise improve the Licensor's CICERO software

17. Recruitment

Unless explicitly agreed to by the Licensor, the Licensee shall, for a period of five years after the termination of the agreement, refrain from recruiting employees or other persons connected to the Licensor or induce or try to induce licensees, buyers, licensors or persons, agencies, companies or other parties related to the Licensor, who are presently doing business or have done business with the Licensor, to wholly or partially break their contacts with the Licensor.

18. Subcontracting and transfer

The licensor is permitted to have all or part of his obligations performed by third parties or to transfer the agreement in whole or in part to third parties.

19. Confidentiality

Each of the parties shall, during the period of the agreement and for five years after its termination, not make public confidential information concerning the other party, or use this for any purpose other than that for which the confidential information was acquired. Each of the parties takes all reasonable precautionary measures to comply with its obligation of confidentiality. None of the provisions included in this Article imposes any restriction on the receiving party with respect to information or data - whether or not same or similar to the information or data contained in the confidential information - if that information or data:

1. was already legally in the possession of the receiving party before this was acquired from the party in question;
2. has been developed independently by the receiving party without making use of information or data of the party in question;
3. is or will become generally known, or will be made generally accessible, by some means other than an act or failure on part of the receiving party; or
4. is made known to the receiving party by a third party, without any violation of an obligation of confidentiality towards the party in question.

The obligation of confidentiality resulting from this Article is not applicable insofar as confidential information related to the other party must be made public pursuant to the law, a regulation or a legal order or by the decision of a government agency.

20. Liability

All obligations of the Licensor are obligations of means (best effort obligations). The Licensee acknowledges and accepts that the software can never be perfect or 100% free of errors and that it will not be possible to repair all errors. If, despite this, the contractual or extra-contractual liability of the Licensor should be at stake, its intervention is limited as follows: The Licensor is only obliged to pay compensation for direct

losses, with the exception of any indirect loss, intangible loss or consequential loss, such as but not limited to loss of data, loss of profits of the Licensee, personnel costs, legal fees or any third party liability. The compensation which the Licensor would be obliged to pay may, under no circumstances, be higher than that paid by the Licensee for the right-to-use licence fee for the software for one year. The Licensor is never obliged to pay compensation for loss caused by errors in the software or databases developed by third parties, even if this software has been purchased with its mediation. The Licensee acknowledges and accepts that the price of the products of the Licensor has been determined with due regard for the limitation of its liability as intended in this Article. The Licensor is liable on account of an attributable breach in its compliance with the agreement with the Licensee only if the Licensee has given notice of default to the Licensor on time and in detail, whereby a reasonable period for the repair of the breach has been provided and the Licensor remains in breach of its essential obligations even after this period.

Any right to compensation shall be extinguished in any case where the Licensee has neglected to take measures to (I) limit the loss as soon as it has occurred; (II) prevent that (other or additional) loss occurs; or (III) if the Licensee fails to inform the Licensor regarding the loss and to provide it with all the relevant information as soon as it is reasonably possible. All claims for damages against the licensor shall be time-barred after the expiry of a period of three years following the invoice date for the software, maintenance, support or data conversion to which the complaint is related.

21. Intellectual property rights

Copyright and all other possible intellectual or industrial property rights, as well as the idea, methods of invention, design, concept, layout, know-how and similar rights for the protection of information with respect to the software (including new versions) and databases, documentation or hardware accrue solely to the Licensor, its licensor, licensor of hardware or databases, without this list being restrictive.

Nothing in this agreement extends to the whole or partial transfer of the abovementioned rights. The Licensee may not change, remove or render unrecognisable any indication of intellectual or industrial property rights. The Licensor safeguards the Licensee against any compensation and any costs and expenses claimed from the Licensee as a result of a legal action instituted by a third party in connection with an infringement or alleged infringement of valid patents, copyrights, trademarks or other third party rights arising from the use of the software by the Licensee, provided that a) the Licensee immediately informs the Licensor, in writing, of such a legal action as soon as it is notified of this, b) the Licensee allows the Licensor to put forward, in a manner of its own choosing, a defence against the claims in question, and c) the Licensee thereby provides all relevant information and extends other forms of cooperation to the Licensor at its first request.

If an injunction is imposed on the use of the software by the Licensee as a result of an act of infringement as referred to above, or if, in the opinion of the Licensor, there is the chance of the software being the subject of a successful claim on account of infringement, then the Licensor is entitled to take the following measures as it chooses and at its own expense: (I) acquire the right for the Licensee to continue using the software as specified in this agreement; (II) replace or modify the software such that this no longer causes an infringement, provided that its functionality remains essentially unchanged; or (III) if the previous options (I) and (II) are not reasonably possible, terminate the agreement.

The Licensee acknowledges and accepts that the complete and exclusive liability of the Licensor for infringement of patents, copyrights, trademarks or other intellectual property rights is as specified in this Article.

22. Force majeure

The Licensor may not held liable for the loss incurred by the Licensee due to the complete or partial disruption of its services as a result of force majeure, wartime conditions, riot, fire, floods, natural disasters, strikes, armed robbery, attacks, breakdown of telecommunication links, viruses, errors or delay caused by other software producers or third parties or owing to all other events which can be considered equivalent to a case of force majeure.

23. Acceptance of the agreement - earlier agreements - modifications

The Licensee acknowledges having taken note of this agreement and its appendix (appendices) and states that (s)he accepts the terms and conditions by using the CICERO software. She/He also acknowledges that these documents contain the integral text of the agreements between both parties and replace or reverse all prior verbal or written proposals or obligations as well as any other communication between the parties with respect to the contents of this contract. Any subsequent modification shall only be valid if it is the subject of an appendix accepted by both parties. This acceptance can be indicated validly by clicking on an electronic confirmation stating "I accept" (or something similar).

24. Effect in the future

The termination of this agreement and the obligations arising thereby, regardless of their cause and the retroactive effect accruing thereto, do not release the parties from the agreements they have made with regard to the consequences of the termination of the agreement and the obligations arising thereby.

25. Nullity - invalidity - unenforceability

If one or more or all obligations entered into pursuant to this agreement should be deemed to be wholly or partially invalid, null or unenforceable, this shall have no effect on the other clauses or provisions of this agreement or on the remaining parts of clauses or provisions. If such a case arises, the parties shall enter into discussions with each other to replace the invalid, null or unenforceable obligation, both with respect to content as well as meaning, with a lawful, valid and enforceable obligation, which is in line as much as possible with the legal consequences which would have arisen from the clause and/or part of clauses declared as void.

26. Choice of Residence

The Licensee chooses the address stated on the quotation as its choice of residence, unless it has notified the Licensor in writing of a change of address. If such a case arises, the change shall be considered to be effective five days after the sending of the abovementioned notification.

27. Applicable law and competent court of law

All disputes, disagreements or claims arising from or in connection with this agreement, or the non-compliance, termination or invalidity thereof, are exclusively governed by Belgian law and may only be submitted before the courts of the district in which the registered office of the Licensor is located.

Data Processor Agreement

INFORMA EUROPE

This Data Processor Agreement applies to all forms of processing of Personal Data carried out by INFORMA EUROPE BVBA, with registered office at 1785 Brussegem (Belgium), Nieuwelaan 111, and registered with the *Kruispuntbank voor Ondernemingen* under the number BE0425989876 (hereinafter referred to as INFORMA Europe) on behalf of another party to whom it provides services (hereinafter referred to as the Data Controller).

INFORMA EUROPE and the Data Controller are hereinafter jointly referred to as the '**Parties**' and individually as a '**Party**'.

DEFINITIONS

Applicable Legislation: the General Data Protection Regulation (GDPR), the (Belgian) Law of 8 December 1992 on the protection of privacy with regard to the processing of personal data (as amended) (hereinafter referred to as 'the Law of 8 December 1992') and the other relevant legal provisions in force.

Personal data: all information about an identified or identifiable natural person (hereinafter referred to as the '**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person.

Processing: an operation or set of operations relating to Personal Data or a set of Personal Data, whether or not carried out by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, distribution or otherwise making available, alignment or combination, blocking, deletion or destruction of data.

Data Controller: a natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data; where the purposes and means of such processing are determined by European Union law or Member State law, these may specify the Data Controller or the criteria for designating him/her.

Processor: a natural or legal person, a public authority, an agency or another body that processes Personal Data on behalf of the Data Controller.

Recipient: any natural or legal person, public authority, agency or other body, whether or not a third party, to whom or to which the Personal Data are disclosed. However, public authorities which may receive Personal Data in the context of a special investigation under European Union or Member State law shall not be considered as Recipients; the processing of such data by such public authorities shall be in accordance with the data protection rules applicable to the relevant processing purpose.

Third Party: a natural person or legal entity, a government agency, a department or another body, not being the Data Subject, neither the Data Controller, nor the Processor, nor the persons authorised to process the Personal Data under the direct authority of the Data Controller or the Processor.

Data Subject's consent: any free, specific, informed and unambiguous expression of consent by which the Data Subject accepts the Processing of his/her Personal Data by means of a declaration or an unambiguous active act.

Personal Data Infringement: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to data transmitted, stored or otherwise processed.

CONSIDERING THAT

- INFORMA EUROPE is active in the computerisation of law firms and legal departments. More specifically, INFORMA EUROPE is developing the software application 'CICERO LawPack' for the automation of essential office processes and the interaction between the firm and the client.
- INFORMA EUROPE makes its 'CICERO LawPack' software application available to the Data Controller. INFORMA EUROPE acts as the Processor of the Personal Data supplied by the Data Controller.
- The Data Controller shall be responsible for the Personal Data communicated and yet to be communicated to INFORMA EUROPE. INFORMA EUROPE processes the Personal Data only on the instructions of the Data Controller.
- INFORMA EUROPE provides the appropriate technical and organisational measures to ensure that the Processing complies with the requirements of the applicable legislation and that the rights of the Data Subject are protected.

The parties wish to formalise the cooperation between them by means of this agreement (hereinafter the '**Processor Agreement**'). The cooperation is characterized by the absence of any bond of subordination, and this in accordance with the following conditions and modalities.

PARTIES AGREE AND ACCEPT THE FOLLOWING

Article 1: Subject

- 1.1. The Data Controller enters into a Processor Agreement with INFORMA EUROPE and the Parties shall support and assist each other in the Processor Agreement in **the Processing of Personal Data through the software application 'CICERO LawPack' of INFORMA EUROPE and the further technology agreed in the 'Agreement on use, support of 'CICERO LawPack' version v1.3.3 - July 2018 ' and the subsequent agreements on the same subject matter** (hereinafter the '**Assignment**').
- 1.2. INFORMA EUROPE may process the following **personal data** (e.g. surname, first name, national registry number, telephone number, address, e-mail address, account number, image, family composition, training, profession, etc.) of the following **data subjects** (e.g. customers, customer contacts of the Data Controller, employees of the Data Controller, suppliers of the Data Controller, etc.) on the basis of the following **legal grounds** (consent of the data subject, necessity for the execution of the contract, legal obligation, protection of vital interests, task of general interest or legitimate interest) for the following legitimate **purposes** (e.g. to comply with legal obligations (customer management, etc.), to be able to execute the contract, to provide the data subject with news about the company, to improve the quality of services or information, etc.), which were obtained by the Data Controller.

Processing Service	Nature of Processing	Type of personal data	Categories of data subjects
The Processing of the Personal Data that the Data Controller stores in the technology made available to it and that the Data Controller passes on to the Data Processor for inspection and processing for the purpose of maintenance or support on behalf of the Data Controller.	Sensitive.	<ul style="list-style-type: none"> • Financial data; • Contact details; • Attendance data; • Disease registration data; • Address details; • Electronic contact details; • Bank account details; • Profession; • All other Personal Data that the Data Controller stores in the technology offered by the Data Processor. 	<ul style="list-style-type: none"> • Employees, contacts of the Data Controller; • Clients of the Data Controller; • Counterparties of Clients, as well as other Parties; • Other Data Subjects involved in the services of the Data Controller.
The Processing of	Sensitive.	<ul style="list-style-type: none"> • All Personal Data relating 	<ul style="list-style-type: none"> • All Data Subjects

Personal Data arising from future cooperation for the purposes of the Assignment.		to the execution of the Assignment.	involved in the execution of the Assignment.
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- 1.3. The Data Controller will ensure that the Personal Data of the Data Subject(s) have been lawfully obtained and that he has obtained the Data Subject(s)' consent for the Processing. INFORMA EUROPE does not verify the validity of the Consent and can therefore not be held liable for any fraudulent conduct by the Data Controller.
- 1.4. The Personal Data shall only be processed on the basis of written instructions from the Data Controller, including in relation to transfers of Personal Data to a third country or an international organisation, unless a provision of EU law or of national law applicable to INFORMA EUROPE obliges it to process the Data; in that case, INFORMA EUROPE shall notify the Data Controller of that provision of law prior to the Processing, unless such legislation prohibits such notification for important reasons of public interest.
- 1.5. INFORMA EUROPE shall immediately inform the Data Controller if, in its opinion, any instruction from the Data Controller constitutes a breach of the prevailing Law.
- 1.6. The terms of reference of the Assignment are not exhaustive and may, subject to mutual agreement between the Parties, be revised in accordance with the needs of INFORMA EUROPE. To this end, an addendum to this Processing Agreement shall be prepared and signed.

Article 2: Duration and termination

- 2.1. The term of this Processor Agreement shall be equal to the term of the agreement(s) concluded between the Parties. In the event that INFORMA EUROPE continues to provide services to the Data Controller, this Agreement shall continue to apply.
- 2.2. After termination of the Processor Agreement, and/or after termination of the services provided to the Data Controller, INFORMA EUROPE shall be obliged, upon request by the Data Controller and at the latest within 30 days after termination of the Processing Agreement, to return the (Personal) data provided by the Data Controller (or to give the Data Controller the opportunity to obtain such data digitally). Any remaining (copies of) (Personal) data and/or backups must be destroyed within 90 days following the termination by INFORMA EUROPE, unless storage of the Personal Data is required by EU law or Member State law.

Article 3: Security requirements

- 3.1. INFORMA EUROPE will implement appropriate technical and organisational measures to protect Personal Data against loss or against any form of unlawful processing. The measures to be taken are in line with the state of the art.
- 3.2. The security measures shall provide a level of security appropriate to the risks represented by the Processing and the nature of the information to be protected.
- 3.3. The security measures shall be adequate and comply with the relevant standards and quality requirements.
- 3.4. At the request of the Data Controller, INFORMA EUROPE shall provide documentation describing the measures taken and shall facilitate and contribute to audits, including inspections by the Data Controller or by an auditor authorised by the Data Controller.
- 3.5. The costs of the audits carried out at the request of INFORMA EUROPE shall be borne by INFORMA EUROPE. The costs of audits at the request of the Data Controller shall be borne by the Data Controller, unless the outcome of the audits demonstrates that INFORMA EUROPE does not comply with applicable law.

- 3.6. INFORMA EUROPE provides a system that is adequately secured from a technical point of view. It is up to the Data Controller to make proper and appropriate use of the system.

Article 4: Infringement of Personal Data

- 4.1. Any (suspected) data leak shall be reported to the Data Controller without delay in order to discuss the next steps. This must be agreed within the framework of the reporting obligation of the Data Controller to the Supervisory Authority. Such (suspected) data breach must be reported not only by INFORMA EUROPE to the Data Controller, but also, subject to certain conditions, by the Data Controller to the Supervisory Authority. This is in the interest of stopping any data leak.
- 4.2. As a Data Processor, INFORMA EUROPE shall inform the Data Controller within 24 hours of the detection of any (suspected) data leak and, if possible, explain the steps already taken. INFORMA EUROPE does not have a duty to report to the Supervisory Authority.
- 4.3. In turn, the Data Controller shall inform the Supervisory Authority within 72 hours of the detection of any data leak or suspected data leak and, if possible, explain the steps already taken. In the case of sensitive data, the Data Subject must also be informed.

Article 5: Confidentiality

- 5.1. INFORMA EUROPE is subject to a legal obligation of confidentiality under the prevailing legislation. INFORMA EUROPE shall keep any Personal Data received confidential.
- 5.2. INFORMA EUROPE ensures its employees, former employees, and/or subcontractors shall be bound by the obligation of confidentiality with regard to all Personal Data of which it becomes aware in the course of the provision of its services.
- 5.3. The Personal Data provided will not be made available to third parties by INFORMA EUROPE without the prior written consent of the Data Controller, unless the Data Controller is required to do so by any law or other regulation.
- 5.4. If INFORMA EUROPE receives a request or order from a Belgian or foreign regulatory authority or an investigation authority, prosecution authority or national security authority to provide (access to) (personal) data, including but not limited to a request under the US Patriot Act, INFORMA EUROPE will inform the Data Controller without delay. When dealing with the request or order, INFORMA EUROPE shall comply with all reasonable requests made by the Data Controller (including instructions to leave all or part of the processing of the request or order to the Data Controller) and shall provide any cooperation reasonably required. In the event of a government obligation to maintain the confidentiality of a request or order, INFORMA EUROPE shall endeavour to act in the best interests of the Data Controller.

Article 6: Other processors

- 6.1. INFORMA EUROPE neemt geen andere Verwerker in dienst zonder voorafgaande specifieke of algemene schriftelijke toestemming van de Verwerkingsverantwoordelijke. In het geval van algemene schriftelijke toestemming licht de INFORMA EUROPE de Verwerkingsverantwoordelijke in over beoogde veranderingen inzake de toevoeging of vervanging van andere Verwerkers, waarbij de Verwerkings-verantwoordelijke de mogelijkheid wordt geboden tegen deze veranderingen bezwaar te maken.

INFORMA EUROPE maakt op heden gebruik van volgende (sub)Verwerkers:

- SoHosted Cloud B.V. (<https://www.sohosted.com/>)
- Microsoft Azure - Cloud Computing Platform (<https://azure.microsoft.com/>)

- 6.2.** Wanneer INFORMA EUROPE een andere Verwerker in dienst neemt om voor rekening van de Verwerkingsverantwoordelijke specifieke verwerkingsactiviteiten te verrichten, worden aan deze andere Verwerker bij een overeenkomst of een andere rechtshandeling krachtens EU-recht of lidstatelijk recht dezelfde verplichtingen inzake gegevensbescherming opgelegd als die welke in deze Verwerkersovereenkomst of andere rechtshandeling tussen de Verwerkingsverantwoordelijke en INFORMA EUROPE zijn opgenomen, met name de verplichting afdoende garanties met betrekking tot het toepassen van passende technische en organisatorische maatregelen te bieden opdat de Verwerking aan de Heersende Wetgeving voldoet.
- 6.3.** Wanneer de andere Verwerker zijn verplichtingen inzake gegevensbescherming niet nakomt, blijft de INFORMA EUROPE ten aanzien van de Verwerkingsverantwoordelijke volledig aansprakelijk voor het nakomen van de verplichtingen van die andere Verwerker.

Article 7: Data subject

- 7.1.** INFORMA EUROPE will act in accordance with the instructions of the Data Controller with regard to a request made by the Data Subject regarding the latter's Personal Data.
- 7.2.** In the event that a Data Subject makes any request regarding his or her Personal Data to INFORMA EUROPE, INFORMA EUROPE will immediately refer such request to the Data Controller in his or her capacity of Data Controller.
- 7.3.** INFORMA EUROPE shall, taking into account the nature of the processing, assist the Data Controller, through appropriate technical and organisational measures, to the extent possible, in fulfilling his or her obligation to respond to requests for the exercise of the established rights of the Data Subject.

Article 8: Termination of the contract

- 8.1.** INFORMA EUROPE shall have the right to terminate the Processor Agreement with the Data Controller at any time, with immediate effect, without prior judicial authorisation or notice of default and without payment of any damages, in the following cases: (i) if the Data Controller, despite a written notice of default observing a period of at least 7 calendar days, remains in default with regard to the (timely and proper) fulfilment of one or more obligations arising from the Processor Agreement; (ii) in the event of cessation of payment or (the application for) bankruptcy or any reorganisation under the Act of 31 January 2009 by the Data Controller; (iii) in the event of liquidation or cessation of the activities of the Data Controller; (iv) if (part of) the assets of the Data Controller are seized; or (v) if INFORMA EUROPE has reasonable grounds to doubt that the Data Controller will comply with its obligations.
- 8.2.** In the event of termination, INFORMA EUROPE also reserves the right to claim compensation for all costs and damages incurred, and all its claims against the Data Controller shall become immediately due and payable.

Article 9: Liability

- 9.1.** Unless expressly agreed otherwise, all of INFORMA EUROPE's obligations under this Processor Agreement are best efforts obligations. Without prejudice to other mandatory legal provisions, INFORMA EUROPE shall only be liable for damage caused by non-compliance with these obligations if and to the extent that such damage was caused by wilful misconduct, gross negligence or fraud. INFORMA EUROPE shall not be liable for any other faults or errors.
- 9.2.** In the event that INFORMA EUROPE is held liable for any damage of any kind, such liability shall be limited to the invoice value of the order placed by the Data Controller, or at least that part of the order to which the liability relates. INFORMA EUROPE shall only be liable for direct damage. INFORMA EUROPE shall never be liable for any indirect damage, including but not limited to consequential damage, lost profits, lost savings or damage to third parties.

- 9.3.** Unless performance by the Party concerned is permanently impossible, the liability of that Party on account of an attributable failure to perform the Agreement shall only arise if one Party immediately gives the other Party written notice of default, whereby a reasonable period is given to remedy the failure, and the other Party continues to imputably fail to perform its obligations after that period as well. The notice of default must contain as complete and detailed a description as possible of the shortcoming, so that the Party concerned is given the opportunity to respond adequately.
- 9.4.** Any claim for damages by one Party against the other Party that is not specifically and explicitly reported shall lapse by the mere course of twelve (12) months after the claim arises.
- 9.5.** In the event of force majeure, INFORMA EUROPE's obligations shall be suspended and INFORMA EUROPE shall automatically be released and shall not be bound by any obligation towards the Data Controller.

Force majeure on the part of the Data Controller is hereby expressly excluded.

Article 10: Intellectual Property

Without prejudice to any written agreement to the contrary, all intellectual property rights relating to the services or products provided by INFORMA EUROPE shall remain the property of INFORMA EUROPE and shall under no circumstances be transferred to the Data Controller.

Article 11: Miscellaneous

- 11.1.** This Processor Agreement supersedes all prior agreements, oral and/or written, relating to the subject matter of this Processor Agreement and includes the entire agreement between the Parties. This Processor Agreement may only be amended by a written agreement signed by the Parties.
- 11.2.** The parties undertake not to disclose anything with regard to this Processing Agreement, except in the event of (i) a legal or regulatory obligation, (ii) a judicial investigation, or (iii) legal proceedings. In such a case, the other Party should be informed in advance of the timing and content of the communication.
- 11.3.** No Party to this Processor Agreement shall be deemed to have waived any right or claim it has under or as a result of this Processor Agreement unless such waiver has been notified in writing.
- 11.4.** If any obligation or modality in this Processor Agreement is unenforceable or in conflict with any mandatory provision of law, such unenforceability or invalidity shall not affect the validity and enforceability of any other provisions in this Processor Agreement, nor of that part of the relevant provision which is not in conflict with mandatory law. The illegal, invalid or unenforceable provision shall automatically be deemed to be replaced by a provision that is lawful, valid, enforceable and as close as possible to the intent underlying the illegal, invalid or unenforceable provision and shall be applied in an amended form.
- 11.5.** The Data Controller may not assign its rights or delegate its obligations under this Processing Agreement without the prior written consent of INFORMA EUROPE.

Article 12: Applicable law and jurisdiction

- 12.1.** This Processor Agreement shall be governed exclusively by and construed in accordance with Belgian law.
- 12.2.** The courts of Brussels shall have exclusive jurisdiction in any dispute relating to this Processing Agreement.