

Special Terms and Conditions relating to the SaaS Services

These Special Terms and Conditions relating to the SaaS Services should always be read in conjunction with GeoDynamics's General Terms and Conditions ('GTC').

1. Use

General

1.1 The Customer shall only have a non-exclusive and non-transferable right to use the SaaS Services – which are provided as 'Software as a Service (SaaS)' – for the duration of the Contract, starting from the Activation of the SaaS Services.

1.2 The Customer may only use the SaaS Services in accordance with the use for which the SaaS Services were developed and intended.

1.3 GeoDynamics does not warrant in any way that the information collected by the Customer using the SaaS Services will be error-free or complete. In any case, the Customer must subject the data provided by the SaaS Services to additional verification.

1.4 Furthermore, the Customer shall be solely responsible for the data entered into the SaaS Services by the Users.

Restrictions

1.5 The Customer agrees not to abuse the rights of use granted. This means that the Customer will refrain from (non-exhaustive list):

- Selling, reselling, licensing or sub-licensing, renting or leasing the Tool, the App, the API and/or the SaaS Services;
- Copying, modifying, adapting, changing, translating the Tool, the App, the API and/or the SaaS Services;
- Using the Tool, the App, the API and/or the SaaS Services for illegal or unlawful purposes or for the transfer of data where this is illegal or defamatory, invades the privacy of another, is considered abusive, threatening or harmful, or violates someone's Intellectual Property Rights (non-exhaustive list);
- Using the Tool, the App, the API and/or the SaaS Services to engage in or promote any illegal activity.

2. Access data and rights

2.1 One account per customer will be created by GeoDynamics, which will be activated during the entire duration of the Contract.

In this context, GeoDynamics shall provide the Customer with the necessary access data (such as account names, usernames and passwords) in relation to the use of the Products and their connection to the SaaS Services.

2.2 For security reasons, the Customer shall **(i)** immediately, during the first use of the SaaS Services, change the passwords provided, and **(ii)** keep such access data secret and disclose it only to the authorised Users.

2.3 The Customer shall be responsible and liable for any use made of the SaaS Services using the aforementioned access data, even if the Customer has not agreed to such use or was unaware of it.

2.4 The Customer shall be solely responsible for granting the access rights to the SaaS Services to the Users and third parties (which may differ depending on the rights granted and the functions).

3. Security of access data

3.1 The Customer shall be solely responsible for the protection and security of the login account(s) assigned by GeoDynamics. In this context, the Customer and its Users must guarantee the confidentiality of the login account(s), including the confidentiality of the login data (i.e. the username and password).

3.2 Consequently, it is prohibited to disclose the login data to third parties or to GeoDynamics (e.g. when a User requests assistance from GeoDynamics via the service desk), and each login account must be used with caution at all times. Any loss or misuse of such access data may therefore result in liability to GeoDynamics.

3.3 Furthermore, it is strictly prohibited to:

- Ask other users of the SaaS Services for their access data;
- Log into the account of a third party;
- Use the Tool, the App and/or the SaaS Services in a fraudulent manner (e.g. using a false account and/or providing false information is considered fraudulent use);
- Impersonate someone else (natural or legal person) when using the Tool, the App and/or the SaaS Services without having received the necessary authorisation to do so. Such action may result in civil and criminal penalties.

3.4 The Customer shall immediately **(i)** sanction any inappropriate and unauthorised use, and **(ii)** notify GeoDynamics in writing of any such use and any controversial registration noticed by the Customer and/or the Users.

4. Fair use policy

4.1 The Customer acknowledges that it is bound by GeoDynamics' fair use policy, which shall ensure that any application of the SaaS Services shall at all times maintain its value, quality and reliability for the Customer during the performance of the Contract.

4.2 GeoDynamics applies a fair use policy given that during peak hours many customers use the SaaS Services and/or the API (as applicable). Most customers use these responsibly, which implies that their use does not disproportionately

impact the capacity of the SaaS Services and/or the operation of the API for GeoDynamics and its other customers.

4.3 If the Customer regularly uses the SaaS Services and/or the API in an improper/excessive manner and GeoDynamics believes that this adversely affects the capacity of the SaaS Services and/or the operation of the API, GeoDynamics reserves the right to inform the Customer of such use and to request the Customer to modify or restrict such use.

If the Customer still continues with the improper use, GeoDynamics reserves the right to:

- Suspend the use of the SaaS Services (or any part thereof) for a specified period of time. In which case the costs of suspension and reactivation of the SaaS Services shall be borne by the Customer;
- Terminate the Contract subject to prior written notice, which shall entail a termination fee on the part of the Customer (cf. Article 7.1 GTC).

5. Data transfer

5.1 Only when agreed in writing GeoDynamics shall take care of the mobile communication services for the transfer of (location) data between the Products and the Tool, the App and/or the SaaS Services.

If the Customer is responsible itself for the mobile communication services, it shall be solely responsible for the aforementioned transfer.

5.2 However, the Customer expressly acknowledges that GeoDynamics is dependent on the performance of third parties who provide these services, so GeoDynamics cannot guarantee that:

- The mobile communication services will be available continuously and at any location (e.g. due to insufficient network coverage or changes related to the infrastructure and/or technology of the relevant mobile communication services, and due to the fact that these providers reserve the right to temporarily interrupt these services for maintenance purposes, for security reasons, on the order of a competent authority, etc.); or
- The speed at which (location) data is transmitted.

5.3 Given GeoDynamics' reliance on the aforementioned suppliers, the Customer expressly acknowledges that the abolition, reduced/slower operation, temporary or long-term unavailability of the communication network used by GeoDynamics – which are solely attributable to the supplier concerned – can under no circumstances constitute a ground for early termination of the Contract relating to the SaaS Services by the Customer without owing the termination fee (as provided for in Article 7.1 GTC). Nor can such abolition result in the early termination of the rental of the Products, as provided in Article 8.3 of the Special Conditions relating to the rent of the Products.

6. Transfer to third parties

6.1 In particular, where the Customer opts for a module in which data will be transferred to a particular third party upon request of the Customer, GeoDynamics undertakes to provide all relevant data to such third party.

6.2 The Customer acknowledges that it is solely responsible for this transfer, in particular with regard to the correctness and completeness of the data. In addition, the Customer must also comply with any conditions and regulations set by the third party in the context of the transfer, and act in accordance with the purpose assigned to it by the third party.

6.3 If the Customer fails to act properly and comply with this requirement, it shall indemnify GeoDynamics against any claims and/or damages falling to GeoDynamics in this regard.

6.4 However, GeoDynamics can never be held responsible for the availability of the servers of this third party.

6.5 In case of prolonged unavailability of such third-party servers, GeoDynamics shall inform the Customer via <https://status.geodynamics.be>.

6.6 In addition, upon the Customer's prior written request, GeoDynamics shall provide proof that such servers were unavailable and that it made several attempts to connect to the servers.

7. API

7.1 At the Customer's express written request, GeoDynamics shall make APIs available to the Customer as part of the SaaS Services for the sole purpose of facilitating the uploading/extraction of data into or from the Tool.

7.2 When, as a result of the use made of the API, data is provided to a third party, the Customer shall be solely responsible for making the necessary arrangements with such third party. In particular as this third party will have access to (certain) data of the Customer.

7.3 The Customer acknowledges that:

- It only acquires a limited, non-exclusive and non-transferable licence to use the API for the duration of the Contract, starting from the Activation;
- It shall be solely responsible for checking at regular intervals that the API is functioning properly and that the data – which is uploaded into/extracted from the Tool – is complete and correct;

If the Customer should identify an anomaly, it shall notify GeoDynamics of this in writing as soon as possible. GeoDynamics can in no case be held liable for any such anomalies;

- It shall refrain from using the API to copy or compete with the Products, Tool, App and/or SaaS Services offered by GeoDynamics;
- It can only access the API in the manner described in the API documentation;
- It may not use the API in violation of any law or regulation and/or rights of persons (including but not limited to Intellectual Property Rights and privacy rights) or in a manner inconsistent with the API or the Contract to which Customer is subject;
- It may not use the API to transmit viruses or other computer programming that may damage, adversely affect, surreptitiously intercept or expropriate any system or data.

8. Availability (uptime) & downtime

8.1 GeoDynamics undertakes to observe the SLA principles, as set forth below, so that the Customer can evaluate and track GeoDynamics's performance.

8.2 GeoDynamics guarantees the Customer an availability (uptime) of 99.9% of the SaaS Services over a period of 1 calendar year during business hours from Monday through Friday.

'Uptime' should be understood as the ability of the Customer and the Users to log into the Tool and the App.

8.3 GeoDynamics checks this availability (uptime) every minute.

8.4 In the event of an interruption in the operation of the SaaS Services, GeoDynamics will provide the Customers with support through a service desk, which will be open during normal business hours from Monday through Friday (excluding (public) holidays).

8.5 If any scheduled maintenance by GeoDynamics would cause more than 1 hour of interruption in the operation of the SaaS Services, GeoDynamics shall notify the Customer prior to such maintenance via <https://status.geodynamics.be>. If desired, the Customer can subscribe to the newsletter to receive such notifications via email.

9. Incidents

9.1 The Customer can report incidents by phone, email or via the Tool. All notifications reported after business hours will be handled by GeoDynamics on the next business day.

9.2 In the event of an incident reported by the Customer in accordance with Article 9.1, GeoDynamics shall remedy such incident, taking into account the priority given to the incident. The priority of each incident shall be determined by GeoDynamics based on the severity of the incident (i.e. critical, non-critical, and minor incident).

9.3 In such remediation, GeoDynamics shall always act to the best of its ability and at its own discretion.

10. Privacy

10.1 The Customer acknowledges that, as a result of its use of the SaaS Services, GeoDynamics will process personal data. In this context, GeoDynamics must be considered the processor of the personal data and the Customer must be considered the controller.

10.2 Any agreements entered into between GeoDynamics and the Customer in this regard shall be governed solely by the data processing policy (which is made available in the Tool).

10.3 By entering into a Contract with GeoDynamics and using the SaaS Services, the Customer expressly acknowledges that it has read and accepts the data processing policy in its entirety.

11. Changes

11.1 GeoDynamics reserves the right to make changes to the Tool, the App, the API and the SaaS Services and the way the data is displayed at any time and without notice.

New versions of the Tool, the App, the API and the SaaS Services will not necessarily include all the features available in the previous version, but will not materially change the functional level of the SaaS Services.

11.2 If GeoDynamics, at its sole discretion, decides to no longer offer certain SaaS Services or any part thereof, GeoDynamics shall be entitled to terminate the Contract in whole or in part in writing upon 30 calendar days' notice. The same applies if the Agreement between GeoDynamics and a supplier/subcontractor is terminated, as a result of which the SaaS Services – or part thereof – can no longer be provided.