



# IZIX GENERAL TERMS AND CONDITIONS – LICENSE

The Parties hereby agree as follows:

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## PREAMBLE

**What is IZIX?** IZIX SRL is public limited liability company with its head office located at Rue du Mail 50, B-1050 Ixelles, registered in the Brussels Register des Personnes Morales (Register of Legal Entities) under company number 0802336884, which develops and offers a SaaS solution for access to and management of parking spaces (hereinafter the “Solution” or the “IZIX Solution”). IZIX and its Affiliates are collectively referred to as “IZIX” in this Agreement.

**Description of the IZIX Solution.** The IZIX Solution consists of (i) a web application for managing Parking Lots (the “Parking Operating System”) and (ii) a mobile application for managing and accessing Parking Lots (the “Mobile App”). It also includes maintenance and support services for the Solution (the “Maintenance and Support Services”). The IZIX Solution and the Maintenance and Support Services are hereinafter collectively referred to as the “IZIX Services”.

**Recipients of the IZIX Solution.** The IZIX Solution is (i) for tenants of one or more buildings or Parking Lots (“Buildings”) (the “Owner”) that wish to allow (ii) companies (legal entities or natural persons) that, as occupants of all or parts of the Building(s) (the “Occupant”) wish to allow certain natural persons (the “User(s)”) whom they select to have access to a Parking Lot in the Building that they designate, by using the IZIX Solution.

**IZIX Solution’s functionalities.** The Solution notably allows for (depending on the options chosen by the Customer the management, via a dedicated interface, of one or more Parking Lots; selection of Users; dynamic management of the allocation of and access to Parking Lots via user-oriented interfaces (reservation, release, etc.); management and display of Parking Lots usage data, if applicable; management of access control to parking lots; and, for Users, access to Buildings’ parking lots and reservation or release of Parking Lots, access to information on the availability and capacity of Parking Lots, etc.

This document applies to all IZIX SRL Services including without limitation the IZIX Solution.

## 1. APPLICABLE CONDITIONS

1.1 These General Terms and Conditions (the “Terms and Conditions”) describe the terms and conditions under which the Customer (hereinafter “You”) can access and benefit from the IZIX Services. The Customer and IZIX are together referred to as the “Parties” and individually as a “Party”.

1.2 The following documents form the entirety of the “Agreement” between the Customer and IZIX, by order of priority:

- 1.2.1 Deviations from these General Terms and Conditions or Specific Terms & Conditions contained in an Order Form agreed in writing by both Parties;
- 1.2.2 Specific Terms & Conditions applicable to any additional functionality provided by IZIX and ordered by the Occupant and/or the Owner;
- 1.2.3 Appendixes to these General Terms and Conditions;
- 1.2.4 The General Terms and Conditions;
- 1.2.5 Terms of Use of the IZIX Solution, IZIX Privacy Policy and/or IZIX Cookie Policy;

1.3 The Agreement is entered into via the acceptance by the Customer of one or more of the documents listed above, either via the signature of an Order Form in writing or the (digital or not) acceptance of one or more of these documents. Upon entry into force of the Agreement, these Terms and Conditions, including the Specific Terms and Conditions, shall be applicable within the limits of their scope of application.

1.4 The Customer specifically acknowledges and agrees that its own general or specific terms and conditions for purchase of goods and/or services are not applicable.

## 2. DEFINITIONS

2.1 Capitalized words used in the Agreement shall exclusively have the following meaning:

- 2.1.1 “Access Device” means any hardware device for parking lot access that can, at the request of an Owner or an Occupant (if authorized to do so), be installed in the barrier or gate to a parking lot.
- 2.1.2 “Administrator Account” means the personal account(s) of an Occupant created in accordance with the Agreement.
- 2.1.3 “Affiliates” means a person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another Person.
- 2.1.4 “Building(s)” means the building(s), designated by the Customer, for which one or more Occupant(s) may, at their request under the approval and supervision of the Owner, benefit from the IZIX Solution and allow Users to benefit from it.
- 2.1.5 “Charges” means all Costs and Fees due at a given time by the Owner or, where relevant, the Occupant to IZIX.
- 2.1.6 “Effective Date” means the date of entry into force of the Agreement, i.e. the date on which (i) the Occupant has accepted the Agreement upon first connection to IZIX Solution and (ii) the Owner agreed in writing to IZIX Specific Terms and Conditions for Installation.
- 2.1.7 “Force Majeure” means any unforeseen event that occurs after the Effective Date and that is beyond the reasonable control of the affected Party, insofar as such event prevents and/or delays the affected Party’s performance of its obligations under this Agreement and where the affected Party is not the direct or indirect cause of such an event and is not able to prevent or eliminate it at a reasonable cost; such events include but are not limited to: natural disasters; riots; epidemics; war and military operations; national or local emergencies; government actions or omissions; economic disputes of any kind; employee actions; fires; floods; lightning; explosions; collapses; reduction or non-functioning of Third Party networks, systems, and equipment; failures or delays of the electrical network, the internet, servers, or any public telecommunications network; attacks or infections or unauthorized access to the affected Party’s computer systems by Third Parties.
- 2.1.8 “Confidential Information” means all information, data, reports, intellectual property, know-how, processes, and trade secrets, whatever their form may be, provided by a Party (or on its behalf) to the other Party or any information of a Party otherwise received by the other Party, under or



in connection with the Agreement, including information relating to the Party and its activities, operations, finances, planning, facilities, products, techniques, and processes. For example, but without limitation, the Information may include inventions, products, processes, technical methods, formulas, projects, developments, plans, research data, financial data, personal data, software, customer lists, supplier lists, and any other data relating to customers or to the knowledge of the existence of customers or prospects of the Party concerned.

- 2.1.9 “**Delivery Date**” means the date to which the IZIX services are deemed delivered and active. Reception of the Delivery Report by the Customer is deemed to be the Delivery Date unless otherwise agreed or acknowledged by the Parties.
- 2.1.10 “**Intellectual Property Rights**” means all intellectual, industrial, and commercial property rights and all other similar rights, existing or future, registered or not, in Belgium or anywhere in the world, including but not limited to copyrights (in particular copyrights in computer programs and databases) and all other possible rights in the field of literature, arts, and sciences; patent rights, know-how rights, or trade secrets, and all other rights to intellectual creations in the field of technology; design rights; trademark rights, rights to legal and trade names, domain names, and all other possible rights to marks used in business to distinguish one good or service from another in commerce, including, with respect to IZIX, the IZIX IP.
- 2.1.11 “**Izix IP**” means all Intellectual Property Rights related to the IZIX Solution, the Parking Operating System, and the Mobile App, to the underlying models and algorithms of the Parking Operating System and the Mobile App, and to the IZIX trademarks and logos, including all right, title, and interest pertaining thereto.
- 2.1.12 “**IZIX Services**” means, together, the set-up and access to IZIX Solution and the Maintenance and Support Services.
- 2.1.13 “**IZIX Solution**” means the SaaS Solution for accessing and managing Parking Lots developed and offered by IZIX, which consists of (i) the Mobile App and (ii) the Parking Operating System.
- 2.1.14 “**License**” means the license to access and use the IZIX Solution, which is personal, restricted, non-exclusive, non-transferable, non-assignable, and that, unless expressly stated otherwise, cannot be the subject of a sub-license, granted by IZIX for the strict purpose of the exercise by the beneficiary of the License of its rights and obligations under the Agreement within the scope of the normal exercise of its activities, to, depending on the specifics of the Agreement, the Customer and/or User(s).
- 2.1.15 “**Maintenance and Support Services**” means the maintenance and support services for the IZIX Solution performed by IZIX.
- 2.1.16 “**Mobile App**” means the mobile application developed and managed by IZIX, forming part of the IZIX Solution and accessible through the Apple App Store and the Google Play Store.
- 2.1.17 “**Occupant(s)**” means the legal entity or natural person legitimately occupying a Building that, at its request or at the request of the Owner, may benefit from the IZIX Services and allow Users to benefit from it. Occupants may be Owner of one or more Buildings.
- 2.1.18 “**Owner**” means the legal entity or natural person company that holds the real rights over a Building’s disposal or any natural or legal person mandated by such person, i.e. the owner, the tenured leaseholder, or any other equivalent legal capacity.
- 2.1.19 “**Owner Account**” means the Owner’s personal account created by IZIX on the Parking Operating System or the Mobile App that allows the Owner for the creation of one or more Occupant(s).
- 2.1.20 “**Parking Operating System**” means the web application developed and managed by IZIX, forming part of the IZIX Solution and accessible via the internet.
- 2.1.21 “**Parking Lot**” means a spot located in a Building and intended for the parking of wheeled vehicles (cars, utility vehicles, bicycles, mopeds, motorcycles, etc.).
- 2.1.22 “**Privacy Policy**” means all the information provided by IZIX to the relevant persons whose personal data are processed by IZIX in accordance with applicable legislation on the matter. The Privacy Policy is available on the website of IZIX.

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- 2.1.23 “**Tentative Launch Date**” means the date at which the Parking Operating System will be effectively used by the Owner and/or the Occupants in the Building(s). The Tentative Launch Date is a key project date for implementation retro planning and is used in communications with Occupants. Any failure to respect this date caused by an act or omission or the Customer or any third party shall have no consequence on the invoices of IZIX.
- 2.1.24 “**Terms of Use**” means the terms that must be accepted by the Customer, and that must be always complied with, to access the Parking Operating System and the Mobile App (and, if applicable, the Access Device).
- 2.1.25 “**Third Party**” means any natural person or legal entity that is neither IZIX, nor the Owner, nor an Occupant.
- 2.1.26 “**User Account**” means a User’s personal account created on the Parking Operating System or the Mobile App by the User.
- 2.1.27 “**Users**” means the natural persons who have the right to actually use the IZIX Solution to have access to a Parking Lot.

### **3. PROVISION OF THE IZIX SOLUTION**

3.1 Subject to the payment of the applicable Charges by the Owner and under its instructions, IZIX provides Occupants and Users with the following services:

- 3.1.1 **Installation of the Access Device.** The use of IZIX Services requires that the parking lot be equipped with a hardware device for parking lot access, installed in the barrier or gate to the Building or Parking Lot (the “**Access Device**”). The Parties acknowledge that conditions for the installation of the Access Device are exclusively governed by IZIX Specific Terms & Conditions for the Installation.
- 3.1.2 **Access to the Parking Operating System and the Mobile App.** As soon as reasonably possible after the Agreement’s entry into force and the payment of the applicable Charges, the Occupant will be granted access to the Parking Operating System and the Mobile App by activating an administrator account (the “**Administrator Account**”). Administrator Account will allow the Occupant to create a number of sub-accounts for its Users, in accordance with the terms of the Agreement (the “**User Accounts**”). The Mobile App will be made available through the Apple App Store and the Google Play Store.
- 3.1.3 **Registration and Accounts.** When logging in for the first time, the Customer must accept these General Terms and Conditions as well as confirm that they have read and accept the IZIX Solution Terms of Use, the Privacy Policy and the Cookie Policy. The Occupant will then have the right, via an Administrator Account, (i) to access and use the Parking Operating System and the Mobile App within the framework of this Agreement, (ii) to modify the configuration parameters, and (iii) to create multiple User Accounts. Registration may require the Customer to provide certain personal data that is necessary for the creation of Administrator or User Accounts on the Parking Operating System or the Mobile App. This personal data will be handled by IZIX in accordance with the Privacy Policy, available on the Parking Operating System, the Mobile App, and IZIX’s website.

3.2 In order to use IZIX Services, a device that meets the system and compatibility requirements for the content in question, functional Internet access, and compatible software are required. IZIX is not responsible for acquiring, maintaining, and upgrading the equipment (including computers and appropriate telecommunications services) of the Occupant or Third Parties (including the User(s)), which shall enable the Occupant to use the IZIX Services. The Occupant is solely responsible for ensuring that its equipment is at all times adaptable to, compatible with and suitable for use with the IZIX Services and the Occupant expressly releases IZIX from any liability in this respect. Without prejudice to other limitations of liability included in the Agreement, IZIX does not give any warranty on the compatibility of the IZIX Services with all types of equipment.

3.3 The Customer acknowledges and agrees that the provision of additional services, including their ordering and payment conditions, will be subject to the terms and conditions contained in IZIX Specific Terms and Conditions for the said additional service.



#### 4. SUPPORT AND MAINTENANCE

During the term of the Agreement, IZIX will provide Maintenance and Support Services in accordance with the Service Level Agreement accessible via the following link: <https://www.izix.eu/legal-20240601/en/sla>

#### 5. OBLIGATIONS OF THE CUSTOMER

5.1 **General Customer obligations.** As a Customer, you agree to comply with the following obligations during the term of the Agreement:

- 5.1.1 to use the IZIX Solution or all or part of its components only in strict compliance with the Agreement, only for the purposes authorized by the Agreement and in full compliance with any additional instructions or policies issued by IZIX, including but not limited to those published in the Parking Operating System and the Mobile App, and with applicable laws and regulations and generally accepted practices in the applicable jurisdiction;
- 5.1.2 only to use the IZIX Solution or all or part of its components in an environment expressly authorized by IZIX or the Agreement;
- 5.1.3 not to disrupt (nor attempt to disrupt) access to or the operation of the IZIX Services and not to use (nor attempt to use) the IZIX Solution or any component thereof in a way that may interfere with the IZIX Services (including notably by accessing the IZIX Solution through any automated means, such as scripts or web crawlers) or servers or networks connected to the IZIX Solution, and not to violate (or attempt to violate) any rules, requirements or regulations of networks connected to the IZIX Services (including any unauthorized access, use, or control of data or traffic), nor to access or attempt to access IZIX's computer systems, to modify them, to use them to transmit computer viruses, hacking attacks, computer worms, etc., or to commit offenses liable to be classified as computer crimes;
- 5.1.4 not to use any automatic system or software to extract data from the IZIX Solution or all or part of its components for commercial purposes ("screen scraping");
- 5.1.5 to comply at all times with the applicable terms and conditions of any Third-Party offering goods or services in connection with any Third Parties Services;
- 5.1.6 not to (try to) copy, translate, alter, or modify the IZIX Solution or any component thereof, and not to (try to) perform any reverse engineering, decompile, disassemble, or derive the IZIX Solution or any component thereof, or create derivative works based on the IZIX Solution, and not to circumvent or attempt to circumvent any technical or protective limitations of the IZIX Solution and/or any component thereof;
- 5.1.7 not to use the IZIX Solution and/or any component thereof in an unlawful, illegal, fraudulent, or harmful manner or in connection with any activity or purpose that is unlawful, illegal, fraudulent, or harmful or likely to infringe the rights (including Intellectual Property Rights) or interests of IZIX or any third party, and in particular not to use it to disseminate business secrets, viruses, harmful or illegal information, or information that is in bad taste, discriminatory, or offensive to anyone;
- 5.1.8 to install updates to the IZIX Solution as soon as they are available and to always use the latest version of the IZIX Solution;
- 5.1.9 to maintain the confidentiality of your account (including login data) and immediately and at the latest within 24 hours report to IZIX any breach of security in this regard;
- 5.1.10 to inform and assist IZIX as soon as possible of any request for support from Users that may be addressed to you in relation to the IZIX Solution, and to help IZIX to respond to them;
- 5.1.11 not to use the Parking Operating System and the Mobile App to generate unsolicited advertising emails or spam;
- 5.1.12 not to (attempt to) obtain unauthorized access to other Accounts (Owner, Administrator or User); not to (attempt to) impersonate any person or entity, or to misrepresent your affiliation with any person or entity;
- 5.1.13 not to modify, remove, or obscure any copyright notice, digital watermark, proprietary legend, or other notice included in the Parking Operating System or the Mobile App;
- 5.1.14 to inform IZIX of any useful information for the execution of its business activities (such as feedback, comments, or ideas

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for improvement that you have or that you receive from Users) and, as soon as possible, of any complaints you have or receive from Users.

5.2 **Specific obligations of the Occupant.** As an Occupant, you agree to comply with the following obligations during the term of the Agreement:

- 5.2.1 not to use the Parking Operating System and/or the Mobile App at any given time for a number of simultaneous Users higher than the recommended maximum number;
- 5.2.2 to ensure that each User Account belongs to a single person and is not shared with other people;
- 5.2.3 to assume full responsibility for each use and activity of the Administrator Account and the related User Accounts.
- 5.2.4 to inform the relevant User in case of violation of the Agreement or the IZIX Terms of Use that would lead to the suspension and/or termination of the User Account.

#### 6. PROMOTIONAL ACTIVITIES

6.1 Upon entry into force of the Agreement, You authorize IZIX to promote and market all of its solutions and services, including the IZIX Solution and the IZIX Services, in the manner it deems appropriate, either itself or through other partners, in compliance with the applicable legislation.

6.2 IZIX may contact You directly to inform You about the features and services it offers, such as those that are not included in the IZIX Solution and the IZIX Services that You have selected.

#### 7. OBLIGATIONS OF IZIX & NO WARRANTY

7.1 During the term of the Agreement, IZIX guarantees and agrees to comply with the following obligations:

- 7.1.1 to call upon, for the performance of its obligations under the Agreement, qualified professionals (whether they are employees, agents, or independent (sub)contractors) who, to the best of IZIX's knowledge, possess the necessary qualifications, skills, and abilities to successfully provide the services contemplated by the Agreement;
- 7.1.2 when installation or maintenance work on the Access Devices is carried out in the Buildings, to deploy best efforts respect the security and access rules and policies communicated to IZIX. In this regard, IZIX will ensure that its employees, agents, and (sub-)contractors have been properly informed of these access rules and policies;
- 7.1.3 to maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of all data submitted by the Customer through the services within the scope of the Agreement.

7.2 The Customer acknowledges and agrees that the IZIX Solution is provided "as is" and notably that:

- 7.2.1 IZIX always has the right to make modifications, additions, deletions, improvements, functionalities, or any other characteristic of the IZIX Solution provided that this does not affect the essential functionalities of the IZIX Services.
- 7.2.2 A complex software such as the IZIX Solution is never completely free from defects, errors, and bugs, and, except as provided in the Agreement and to the extent permitted by applicable law, IZIX gives no warranty and makes no declaration that the IZIX Services will be completely free from defects, errors, and bugs, nor that they will be fit or compliant for a particular purpose or a particular use other than the purposes and uses referred to in the Agreement.
- 7.2.3 The Customer acknowledges that the IZIX Solution complies with its expectations and the purpose, and unless otherwise agreed in writing, the Customer may never request tailor-made or custom developments or adaptations of the IZIX Solution. Feedback, comments, instructions and remarks from the Customer are always for information only and shall never be binding upon IZIX.

7.3 Except when the Agreement expressly provides otherwise, IZIX does not give any warranty for any Third-Party equipment, software, goods, or services, which will be governed exclusively by the general terms and conditions, licenses, and confidentiality and use policy of the Third Parties in question, and IZIX can in no way incur any liability or obligation whatsoever in this regard.

#### 8. THIRD-PARTY SERVICES

8.1 In the event that IZIX Solution uses any Third-Party equipment, software, goods or services, or components, or provides access to Third-Party websites, services, or applications that are not owned or controlled by IZIX (the "Third-Party Services"), the general terms and



conditions, terms of use, license agreements, and/or privacy policies of such Third-Parties will govern your use of the Third-Party Services, in addition to the Agreement for what falls within their scope. You acknowledge that IZIX has no control over, incurs no responsibility for, and does not guarantee the content, the general terms and conditions and conditions of use, the privacy policies, or the practices of Third-Party Services. You acknowledge and agree that IZIX shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, or services available on or through such Third-Party Services. By accessing such Third-Party Services, you agree to abide by the applicable terms and conditions, and you acknowledge that you are the sole party to such terms and conditions.

## 9. COOPERATION

9.1 The Parties mutually agree to comply with the following obligations during the term of the Agreement:

- 9.1.1 to comply with their obligations under the Agreement with the greatest care and integrity, by complying with all applicable industrial and commercial best practices in their respective areas of expertise;
- 9.1.2 to cooperate in good faith to ensure the security, integrity, and reliability of their systems, software, and services and, to this end, to take in particular appropriate measures concerning the management of identities and access, logging, encryption, backup and redundancy facilities, software and network security, and implementation of incident handling, and to explicitly avoid circumventing each other's security measures;
- 9.1.3 to notify each other as soon as possible if an incident causing harm occurs and to cooperate in good faith to limit the harm as much as reasonably possible;
- 9.1.4 to inform the other as soon as it becomes aware of a breach of security or a potential breach of security that could affect the IZIX Services.

9.2 IZIX may never be held liable for any obligation existing between the Customers themselves, including obligations between the Owner and the Occupant, or between the Occupant and the User(s).

## 10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights related to the IZIX Solution, the Parking Operating System, and the Mobile App, to the underlying models and algorithms of the Parking Operating System and the Mobile App, and to the IZIX trademarks and logos, including all right, title, and interest pertaining thereto (the "IZIX IP") shall at all times and throughout the world remain the sole and exclusive property of IZIX and, if applicable, its Third-Party licensors, and the Customers or Users are not granted any any right, title, or interest therein, with the exception of the limited use rights expressly granted by the Agreement. In the event that, despite this being prohibited, the Customer and/or the User(s) modify or create works derived from the IZIX IP, IZIX shall be the owner of all right, title, and interest, including Intellectual Property Rights, in and to such modifications and derivatives, and the Customer and/or the User(s) hereby assign such right, title, and interest, including Intellectual Property Rights, in such amendments and derivatives IZIX at no cost to the latter.

10.2 The Customer recognizes the great value of the goodwill associated with the IZIX IP and acknowledges that this goodwill belongs exclusively to IZIX and/or its Third-Party licensors. Any goodwill resulting from the use of IZIX IP by the Customer and/or user(s) will be for the exclusive benefit of IZIX.

## 11. LICENSE

11.1 Upon the entry into force of the Agreement and the full payment of the applicable Charges by the Owner, IZIX grants for the duration of the Agreement a license that is personal, restricted, non-exclusive, non-transferable, non-assignable, and that, unless expressly stated otherwise, cannot be the subject of a sub-license, to access and use the Parking Operating System and the Mobile App (the "License") provided that this License does not affect the rights of IZIX and only for the strict purpose of the exercise by the beneficiary of the License of its rights and obligations under the Agreement in the normal course of its business activities. The beneficiaries of the License may be, depending on the specificities of the Agreement and the IZIX Services in question, the Customer and/or the User.

11.2 The License is at all times subject to acceptance of and compliance with the obligations contained in the Agreement.

11.3 Other than the License, no express or implied license or right of any kind whatsoever is granted with respect to the IZIX Services, including

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but not limited to any right to obtain possession of a copy, of any source code, of any data, or of any other technical material relating to the Parking Operating System and/or the Mobile App.

11.4 Each Party may use the other Party's trademark(s), trade name(s), and logos for marketing and communications purposes in connection with the Agreement, provided that such use may not in any way harm the image and commercial reputation of the other Party or of the IZIX Solution and may, in its own name and for its own account, engage in advertising, press releases, and references to the existence of the Agreement and the nature of the cooperation between the Parties. This use and these communications may be carried out without the prior written authorization of the other Party insofar as they are made without disclosing the details concerning the Agreement or its performance and without infringing upon public order and good morals and upon the commercial reputation of the other Party. Each Party may request the other Party to cease any use or communication that, in its reasonable opinion, is contrary to the foregoing.

11.5 The Customer agrees to notify IZIX of any real, threatened, or presumed violation of the IZIX IP of which it becomes aware or should reasonably be aware of, as well as any claim by a Third-Party due to the use of the IZIX Solution.

11.6 IZIX and/or its Third-Party licensors may make modifications to and/or withdraw applications and registrations of the IZIX IP when deemed beneficial to its (brand) strategy or its Third-Party licensors. In no event shall IZIX and/or its Third-Party licensors be held liable to any other Party for any damages or costs related to such modifications.

## 12. PRICE AND PAYMENT

12.1 Where the Customer has a payment obligation towards IZIX pursuant to a signed Order Form, the provisions of this article apply.

12.2 All Costs and Fees due at a given time by the Customer are collectively referred to as "Charges". Charges are divided in three types of fees as mentioned on the Order Form:

- 12.2.1 Hardware and installation Fees;
- 12.2.2 Service Fees;
- 12.2.3 License Fees;

12.3 Any Charge shall automatically be increased each year on the anniversary of the Effective Date, however only in the event of an increase in proportion to the fluctuations in the following index: [https://ec.europa.eu/eurostat/databrowser/view/PRC\\_HICP\\_MIDX\\_custom\\_3654643/default/table?lang=fr](https://ec.europa.eu/eurostat/databrowser/view/PRC_HICP_MIDX_custom_3654643/default/table?lang=fr).

12.4 Unless otherwise provided in the Agreement, prices may only be changed by IZIX with the customer's prior approval. The Parties agree to meet and discuss in good faith in case IZIX wishes to change its prices.

12.5 All prices are always quoted in euros and exclude VAT. Invoices are only sent by email.

12.6 Invoices are payable within 30 calendar days from the date they are sent. The mere occurrence of the invoice due date constitutes a formal notice to pay. In principle, invoicing is performed on a monthly or annual basis depending on the terms defined by the Parties in the Order Form.

12.7 The amount of any invoice not fully paid by the due date can be automatically and without prior notice be increased with interest for late payment calculated in accordance with the law of 2 August 2002 on late payment in commercial transactions, with each commenced month considered as a whole month. The late payment interest is capitalized each year.

12.8 Without prejudice to other provisions of the Agreement, in the event of non-payment of an invoice within 30 calendar days from its date of dispatch, IZIX is entitled to increase its amount by 20% as compensation for administrative costs, with a minimum of 250 euros, unless it can prove, in accordance with the law of 2 August 2002, the actual costs incurred to recover its claim.

12.9 In the event of disagreement about the amount of an invoice, the Parties shall work together in good faith to settle it. The monthly reports attached to the monthly invoices prevail, unless the debtor can prove, within 10 calendar days of receipt of said reports, that an error has been made. After this time period, any monthly report is final.

12.10 Except in the event of manifest error by IZIX, contesting an invoice does not exempt its debtor from paying it.

12.11 Unless otherwise agreed in writing, any assistance or intervention by IZIX requested by the Customer entitles IZIX to additional invoicing.

## 13. LIABILITY

13.1 Each of the Parties is responsible with respect to the other for the proper performance of this Agreement and will therefore be liable, within the limits specified below, for any damages suffered by the other(s) as a result of its breach (or that of its officers, employees, agents, subcontractors, or authorized representatives acting in



connection with the performance of this Agreement) of its obligations under the Agreement or its faulty execution thereof.

- 13.2 None of the Parties shall in any event be liable to the other(s) for any damages resulting from any cause other than a violation of the obligations and commitments of such Party under this Agreement, and in particular the actions, omissions or decisions of Third Parties. In addition, IZIX's liability is strictly conditional upon compliance by the Customer and/or the User(s), as the case may be, with the Agreement and any advice and/or directives and/or instructions that may be given by IZIX.
- 13.3 IZIX's liability in terms of availability and maintenance of the IZIX Solution is limited to what is provided for in the Service Level Agreement accessible via the following link <https://www.izix.eu/legal-20240601/en/sla>
- 13.4 None of the Parties is liable to the other(s) for damages caused by the act of a Third-Party or by unforeseeable circumstances. In particular, IZIX is in no way liable for damages resulting in whole or in part from:
  - 13.4.1 any unavailability of the parking lot, any malfunction, breakdown, or other technical problem related to the parking lot, any modification of the parking lot's internal regulations, any difficulty in accessing the parking lot or a given Parking Lot, any problem with the gates, automatic barriers, or any other similar equipment, and more generally, any circumstance which is the responsibility of the Owner or the Occupant of the Building or Parking Lot;
  - 13.4.2 non-compliance by the Customer and/or the User(s) with the terms and conditions applicable to access and use of a parking lot;
  - 13.4.3 any damage whatsoever, tangible or intangible, to any person or property, such as accidents, theft, or damage, even partial, which may occur on occasion or due to the access and use of the parking lot through the IZIX Solution;
  - 13.4.4 acts, omissions, or decisions of Third Parties and, more generally, of any Third-Party Service.
- 13.5 No Party shall be liable for consequential damages suffered by the other Party or Parties under or in connection with the Agreement. Consequential damages include, in particular, but are not limited to: the loss of use of any website, Internet access, hardware, or software; the costs of recreating lost data; damage to the Customer's, User's or any Third-Party's hardware or software; the cost of any replacement performance, equipment, software, or system; loss of revenue; loss of profits; loss of goodwill or reputation; loss of data, communications, or messages sent, received, or stored via the IZIX Solution, even if IZIX has been advised of the possibility of such damages or such possibility was reasonably foreseeable
- 13.6 None of the Parties can be held liable for any consequence from a Force Majeure or any other cause beyond its reasonable control, including but not limited to internet outage, power failure, explosion, fire, war, epidemic and terrorism.
- 13.7 To the fullest extent legally permitted, and except in cases of fraud, wilful misconduct, or gross negligence, IZIX's total liability arising out of or in connection with the Agreement shall be limited to the amount of the annual fees paid by the Owner within the scope of the Agreement for the year during which the liability of IZIX arises.

**14. INDEMNITY**

- 14.1 IZIX shall defend, indemnify and hold the Customer harmless against all pecuniary damages ultimately awarded in the context of any action brought against them by a Third-Party, insofar as such action is based on an allegation that the IZIX Services used in compliance with the Agreement, infringes the Intellectual Property Rights of said Third-Party, provided that the Customer gives IZIX (i) prompt notice of the complaint, (ii) exclusive control of the defence and any settlement thereof; and (iii) reasonable assistance, cooperation, and information in connection with the defence.
- 14.2 The Customer shall defend, indemnify and hold IZIX harmless against any demand, claim, loss, liability, or damage of any nature whatsoever, including reasonable attorneys' fees, that IZIX may incur due to, or arising from, any Third-Party claim based on a breach by the Customer and/or User of one of the provisions of the Agreement.
- 14.3 In the event that any of the IZIX Services or any part thereof, in the reasonable opinion of IZIX, is likely to be the subject of a claim of Intellectual Property Rights infringement by a Third-Party, IZIX has the right, at its sole discretion and expense, to (i) modify the (allegedly) infringing IZIX Solution (or part thereof) so that it is no longer infringing all while preserving equivalent functionality; (ii) obtain a license permitting the continued use of the IZIX Solution in accordance with the Agreement; or (iii) terminate further performance of the

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Agreement subject to reimbursement to the Owner on a pro rata basis of any Charges paid in advance.

- 14.4 The foregoing sets forth IZIX's entire liability and obligation and the Customer's sole remedy with respect to any violation or alleged violation of any Intellectual Property Rights caused by the IZIX Services or any part thereof.
- 14.5 The Customer shall defend, indemnify and hold IZIX harmless against any demand, claim, loss, liability, or damage of any kind, including reasonable attorneys' fees, whether in tort or contract, that IZIX may incur due to, or arising out of, (i) any violation by the Customer of any provision of the Agreement or any other instructions or policies issued by IZIX; (ii) any fraud, wilful misconduct, or negligence committed by the Customer, (iii) any Third-Party claim based on one of the circumstances referred to under clauses (i) and (ii).

**15. CONFIDENTIALITY**

- 15.1 None of the Parties shall disclose to Third-Parties and/or use Confidential Information received, including elements of information received before execution of the Agreement - whether or not they are governed by a specific non-disclosure agreement previously entered into - without the prior written consent of the other Party, except to its affiliates, subcontractors, suppliers, agents, and advisers engaged in the performance of the Agreement, on a "need to know basis", provided that such Third-Parties are bound by confidentiality obligations similar to those contained in the Agreement.
- 15.2 Each Party shall only use the Confidential Information, whatever it may be, for the strict purpose of performing its obligations under this Agreement.
- 15.3 Confidential Information does not include information that the Party in question can prove:
  - 15.3.1 was already in the public domain at the time of the disclosure or which later enters the public domain without breach by the Party of its confidentiality obligations; or
  - 15.3.2 was lawfully in the possession of the Party before the disclosure occurred and is not subject to confidentiality obligations between the Parties; or
  - 15.3.3 has been or is being disclosed to the Party by a Third-Party who is not, to the best knowledge of the Party, bound by any obligation of confidentiality towards the other Party; or
  - 15.3.4 was or is independently developed by the Party without use or reference to the Confidential Information.
- 15.4 A Party has the right to disclose another Party's Confidential Information in accordance with a court order or other governmental decision, but it must first inform the other Party.
- 15.5 Each Party shall make appropriate efforts no less restrictive than those it makes to protect its own confidential information and its trade secrets, but in any event no less than reasonable efforts, to safeguard the other Party's Confidential Information and keep it secure.
- 15.6 Each Party shall return or destroy, upon written request of the Party owning the Confidential Information, all material containing the other Party's Confidential Information that is subject to confidentiality obligations by virtue of the Agreement, including all copies of any kind whatsoever. However, the Party receiving the request may retain Confidential Information required by binding laws or to fulfil its obligations under the Agreement, subject to all confidentiality obligations set forth in the Agreement.

**16. PRIVACY AND PERSONAL DATA**

- 16.1 Any processing of personal data of Users and any other natural person carried out by IZIX in connection with and for the purposes of performing the services under the Agreement will be in accordance with the Privacy Policy, available on the IZIX's website and on the Parking Operating System and the Mobile App, with the specific data processing convention accessible via the following link <https://www.izix.eu/legal-20240601/en/dpa> and with applicable regulations (including, without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR")).

**17. SUSPENSION**

- 17.1 IZIX may at any time immediately and without notice suspend all or part of the Owner, Administrator or User Accounts or more generally access to the IZIX Services, in the following situations:
  - 17.1.1 where relevant, failure to pay IZIX invoices despite the fact that such failure has been notified by IZIX;
  - 17.1.2 non-compliance with the Agreement by the Customer and/or User(s);



- 17.1.3 request by the Customer or User(s) to cancel or terminate the Account;
- 17.1.4 request or injunction from judicial or administrative authorities;
- 17.1.5 situation in which it is or may become illegal to provide the IZIX Services; or
- 17.1.6 unexpected technical or security issues.

**18. TERM AND TERMINATION**

- 18.1 This Agreement takes effect on the Effective Date and, subject to the provisions of this article, will remain in effect for a fixed term of 3 years (the "Initial Term").
- 18.2 Upon expiration of the Initial Term (or any Renewal Term), the Agreement will automatically renew for a period of 3 years (the "Renewal Term"), unless a Party gives notice in writing of its intention not to renew the Agreement at least 3 months before the expiration of the Initial Term (or a Renewal Term).
- 18.3 The Agreement may be terminated at any time by mutual agreement in writing between the Parties.
- 18.4 In the event that a Party commits a material breach of its obligations under the Agreement or commits numerous breaches that may be individually insignificant but that are material in the aggregate, and, notwithstanding the sending of a formal notice to cease such breach(es), the defaulting Party does not comply with such request within 30 calendar days following receipt of such formal notice, the prejudiced Party has the right to terminate this Agreement effective immediately, without notice being required, without judicial intervention, and without any termination indemnity being due, by the simple sending of a registered letter, and without prejudice to the right of the prejudiced Party to claim from the defaulting Party any additional compensation to compensate all damages due to this breach of contract. In the event that a Party commits one or more breaches which are not remediable, in the sense that they make the continuation of the contractual relationship immediately and definitively impossible, the other Party shall have the right to terminate the Agreement effective immediately, without notice being required, without judicial intervention, and without any termination indemnity being due, by the simple sending of a registered letter, and without prejudice to the right of the other Party to claim from the defaulting Party any additional compensation to compensate all damages due to this breach of contract. A Party's breach of obligations contained in the following articles will be considered as major, non-remediable breaches:
  - 18.4.1 Obligations of the Customer;
  - 18.4.2 Confidentiality;
  - 18.4.3 Privacy and Personal Data;
  - 18.4.4 Non-Solicitation and Non-Competition
- 18.5 Each Party may terminate the Agreement effective immediately, without notice, without judicial intervention and without any compensation being due, by the simple sending of a registered letter, in the event of the occurrence of exceptional circumstances which immediately and definitively render the continuation of any commercial relationship between IZIX and the Customer impossible. The Parties agree that the following circumstances shall be considered exceptional circumstances under this article:
  - 18.5.1 if a Party ceases payments, files for bankruptcy, is declared bankrupt, enters into liquidation or similar proceedings, or is liquidated;
  - 18.5.2 any circumstance not attributable to a Party that affects the ability of that Party to fully comply with its contractual obligations or where that Party cannot reasonably be expected to perform its contractual obligations;
  - 18.5.3 Force Majeure that continues for an uninterrupted period of more than 2 months after the Party faced with such Force Majeure notifies the other Party.
- 18.6 In the event that the Agreement is entered into between IZIX on the one hand, and a Owner and Occupants on the other hand, the termination by one or more Occupants has no effect on the continuation of the Agreement between the other Parties to said Agreement. In the event of termination by the Owner, however, each of the Occupants will have the right to give notice of their wish to terminate the Agreement as far as they are concerned within 1 month of the notice of termination by the Owner. In the absence of this, each Occupant will be deemed to be continuing the Agreement fully with IZIX according to the terms in force during the Term in question.
- 18.7 Upon the effective termination of the Agreement for any reason:
  - 18.7.1 the Customer and/or the User(s) will immediately cease all access to and use of the IZIX Services;
  - 18.7.2 in the event of termination following a default or an exceptional circumstance attributable to one or more

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- Occupants, the Occupant(s) in question must pay IZIX, without delay, all of the Charges due under Agreement for the entire Initial or Renewal Term in effect at the time of termination; in other cases, only the Charges due up to the day of termination must be paid;
- 18.7.3 the provisions of this Agreement that are expressly or implicitly intended to survive termination, including but not limited to intellectual property, confidentiality, privacy and personal data, and/or non-solicitation and non-competition provisions, shall survive and remain in effect in accordance with their terms;
- 18.7.4 the Parties will cease all use of the other Party's Intellectual Property Rights;
- 18.7.5 each Party shall return or destroy, at the discretion of the other Party(ies), all their Confidential Information as well as the advertising material, the price list, and all other documents that may have been provided to it and that are in its possession.

**19. NON-SOLICITATION AND NON-COMPETITION**

- 19.1 During the term of the Agreement and for a period of 12 months following the termination of the Agreement, the Customer shall abstain from, directly or indirectly, alone or with other persons, on their own behalf or in agreement with, through, or on behalf of persons, agents, intermediaries, joint ventures, or alliances, whether as director, consultant, subcontractor, employee, or in any other capacity:
  - 19.1.1 engaging or being engaged in any business or activity that is, in whole or in part, in competition with any of IZIX businesses or activities, in any country in which the IZIX has carried out its business activities at any time during the term of this Agreement;
  - 19.1.2 soliciting, hiring, or removing (directly or indirectly) from IZIX any of its employees, consultants, suppliers, or current customers.
- 19.2 Any violation of this section will entitle IZIX a lump sum indemnity equal to 25,000 EUR.

**20. MISCELLANEOUS**

- 20.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties within the limits of its subject matter. It therefore replaces and cancels, within this limit, any verbal or written agreement that may have preceded it, including, without limitation, any prior non-disclosure agreement between the Parties. The Customer specifically acknowledges and agrees that its own general or specific terms and conditions for purchase of goods and/or services are not applicable.
- 20.2 **Assignment.** Neither Party is authorized to assign or transfer any or all of its rights, benefits, and obligations under the Agreement without the prior written consent of the other Party. As an exception, the Parties expressly acknowledge and accept that IZIX shall have the right to assign or transfer all or part of its rights, benefits, and obligations under these Terms and Conditions, and in particular those relating to the IZIX Solution, to a newly incorporated company taking over all or substantially all of the assets relative to the Solution provided that the successor expressly agrees in writing to comply with the Agreement, and obligations under this Agreement and notifies the other Party in writing. IZIX will be fully released from any obligation arising from the Agreement as soon as the assignment has taken place and notice has been given as stated above.
- 20.3 **Modifications of the Agreement.** IZIX may amend or modify the content of this Agreement at any time upon written notification to the Customer. Where the customer wishes to object to such changes, such objection should be done in writing within 10 business days of the notification. The absence of objection by the Customer shall be interpreted as an agreement on the changes.
- 20.4 **Independence of the Parties.** No provision of the Agreement shall be interpreted as indicating the intention of the Parties to:
  - 20.4.1 form a company, partnership, or joint venture; or
  - 20.4.2 cause one Party to act as the other Party's agent.
 Each Party is responsible for its own personnel (whether they be employees, agents, or independent subcontractors). No provision of this Agreement shall be interpreted to imply that a Party's personnel will be an employee, agent, or subcontractor of the other Party. The Agreement does not grant any rights to Third Parties, is not intended to exist for their benefit, and does not impose any obligations on Third Parties.
- 20.5 **Notices.** Any notice given under the Agreement must be in writing and will only be valid if made, for IZIX, to the following email address: [support@izix.eu](mailto:support@izix.eu) and, for the Customer, to the email addresses communicated at the time of execution of the Agreement or



subsequently in the event of a change. All notices will be effective upon receipt, which is deemed to occur at the time of delivery of the email, as established by the acknowledgment of receipt.

- 20.6 **Severability.** If one or more of the provisions that are not essential to the subject matter of the Agreement are held to be totally or partially invalid, void, or unenforceable, the validity and enforceability of the other provisions will not be affected or compromised in any way. In this case, the Parties will negotiate in good faith to replace the provision declared (totally or partially) void, invalid, or unenforceable. The invalid, void or unenforceable provision shall remain applicable to the maximum extent permitted by the law.
- 20.7 **No Waiver.** The failure or delay of a Party to enforce a right or an option granted by the Agreement or a breach by the other Party cannot, in any event, be considered as or have the effect of a definitive waiver by such Party to subsequently enforce such right or breach.
- 20.8 **Applicable Law.** The Agreement is governed by and interpreted in accordance with Belgian law with exclusion of its conflict of laws rules.
- 20.9 **Jurisdiction.** Any litigation relating to or associated with the Agreement or subsequent contracts or transactions which may result therefrom, without exception, will be subject to the exclusive jurisdiction of the courts of Brussels.

## **21. APPENDIXES**

- 21.1 [Data Processing Agreement](#)
- 21.2 [Service Level Agreement](#)
- 21.3 [Specific Terms & Conditions for Installation](#)
- 21.4 [Specific Terms & Conditions for Parking Desk](#)
- 21.5 [Specific Terms & Conditions for Wallet Payment](#)
- 21.6 [Specific Terms & Conditions for Third Parties ACS](#)

LAST UPDATE DATE: October 28th 2024