

User agreement for the use of the S-Risk web application

This user agreement has been concluded between:

User (please insert details):

.....
.....

and

VITO NV (*Vlaamse Instelling voor Technologisch Onderzoek*), having its registered office at Boeretang 200, 2400 Mol, Belgium (Turnhout Business Register, VAT number BE 0244.195.915).

The conditions laid down in this user agreement apply to your use of our web application offered on the website <https://www.s-risk.be>, content files, scripts, instructions and related documentation, as well as the assistance provided by the Helpdesk (to be jointly referred to as: “**Services**”).

By using the Services, you agree to these conditions.

As provided in more detail in Article 3 below, you will retain all the rights to and ownership of the information you make available via the Services.

1. HOW THIS AGREEMENT WORKS

1.1 Choice of law

You, as the user, expressly agree that the Belgian law will apply and that the courts of Antwerp will have jurisdiction for all disputes arising between the parties with regard to the use of the Services, and to interpret and clarify the provisions of this agreement in the event of disagreement between parties in this respect.

The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

1.2 Data protection

Personal data which you provide to us by using the Services will be used only in the context of this agreement and will not be disclosed to third parties, unless this is required by law.

The foregoing does not rule out that we are entitled to perform a limited, anonymised, statistical follow-up analysis of the use of the Services.

We may look at or disclose information about you or your use of the Services (a) if this is required by law (for example, if we receive a legally valid summons or a legally valid search warrant); or (b) if we consider this necessary at our discretion in order to protect our own rights, property or personal safety or the rights, property or personal safety of our users or the public.

1.3 Availability

Although the website on which the Services are described can be accessed from anywhere in the world, this does not mean that all functions are available in your country or that user-produced content available via the Services is legally permitted in your country. We may block access to specific functions or content in particular countries. You will have to check yourself whether your use of the Services is legally permitted at the location where you are using them.

The Services are available only in Dutch and in English.

We undertake to make the web application available to the user via the website. We will support its use to the best of our ability and will make every effort to resolve any failures in the access to the website and/or the operation of the web application, or to arrange for this to be done, as soon as possible. The availability of the Services may be interrupted while maintenance work is being carried out. Scheduled maintenance work will be announced in good time on the website (as set out below).

1.4 Licence

The Services will only be provided under licence in accordance with these conditions and **will not be sold**.

1.5 Modification

We can modify or discontinue the Services, or parts or functions thereof, at any desired moment, without this creating any liability on our part towards you or anybody else. However, we will try to inform you of this within reason via our website (<https://www.s-risk.be>) before we make the alteration.

2. USE OF THE SERVICES

2.1 Your access

You will have access to and may use the Services on condition that you comply with these conditions and with the law.

2.2 Account fee

For the use of the Services we will charge a one-off registration fee as well as an annual fee for each individual account, hereafter referred to as "account fee". These amounts exclude VAT and will be indexed annually. The applicable rates will be announced via the website.

Invoices will be issued yearly in March on the basis of the registration details; the payment needs to be done within thirty (30) days after the date the invoice is sent via e-mail.

2.3 VITO's intellectual property

We (and our licensors) will remain the sole holders of all the rights to, ownership of and interests in the Services. We reserve all rights that are not granted under these conditions.

2.4 Data storage

Even though the last entered data and the most recent calculations per simulation are archived and updated on our servers, and are backed up every day for security reasons, you must see to and will be responsible yourself for entering and updating the input data used as well as the reports generated, and we recommend that you make regular back-ups of your generated reports.

We may impose reasonable technical limits on your content, for example in terms of file size, storage space and processing capacity, and may suspend the Services until you observe the maximum storage limit for your account.

We will retain your account details for a period of three (3) years following the termination, for whatever reason, of the present user agreement. After this period these details will be deleted.

2.5 Helpdesk

As well as consulting the FAQ (Frequently Asked Questions) page and the manual on the website, you can also request the assistance of our Helpdesk. By sending an e-mail (to info@s-risk.be), you can submit your questions and comments to experts in the area of using the S-Risk web application. Questions regarding the interpretation of specific files will not be answered. **Users are expected to have looked at the manuals and the FAQ page before submitting a question.** Users cannot contact the Helpdesk by telephone or in other ways. The response time depends on the availability of the experts and the complexity of the request for assistance, and may range from a few hours to a few days. Further information about the Helpdesk can be found on the website <https://www.s-risk.be/help>.

2.6 Training

Any training courses and events will be announced via the website and will be organised on the basis of registered interest. The dates and conditions for participation will be shown on the website.

3. YOUR CONTENT

3.1 Ownership

You will retain all the rights to and ownership of your input data (content). We will not claim any proprietary rights to your content.

3.2 Our access

We will not open, view or listen to your content, unless this is necessary within reason in order to carry out the Services. Actions which are necessary within reason in order to carry out the Services include (a) actions in response to requests for support; (b) actions relating to detecting, preventing or otherwise tackling fraud, security, illegal or technical issues; and (c) actions serving to enforce these conditions.

In addition, we obtain your permission (licence) to use the content you upload to the Services for the purpose of managing and improving the Services.

Some copies of your content may be retained as part of our routine back-up procedure.

3.3 Account details

Users can register for the use of S-Risk by means of the registration form on the website (www.s-risk.be). When registering, users must indicate how many individual accounts they want. Individual accounts are **NOT** tied to a specific person, but cannot be used by several persons simultaneously. Simultaneous use of S-Risk by several persons requires the purchase of multiple accounts.

You must ensure that all the details you provide are correct and complete. If particular details change during the term of the user agreement (such as contact address or business name), you will be responsible for informing us accordingly. Once we have received the signed user agreement, we will assign one or more user names and passwords for the account(s) requested and grant you access to the web application. Thereafter you can apply for additional accounts at any time, which accounts will give access to the web application.

You are responsible for all the activities taking place via your account; you must supervise it yourself and are responsible yourself for the security and confidentiality of the password assigned. You yourself are responsible for all password usage, both authorised and unauthorised, and must inform us immediately if you notice that your account or registration data is being used without your permission. You are not allowed to (a) share your account details with third parties, (b) use another person's account, or (c) transfer your account to a third party.

4. USE OF THE WEB APPLICATION

4.1 Subscription-based licence

As part of your subscription for the use of the Services, we will grant you a non-exclusive licence to use the web application for as long as your subscription is valid and in accordance with the conditions of this user agreement.

4.2 Restrictions

Unless this is permitted under these conditions, you are not allowed to:

1. alter, modify or translate the web application;
2. subject the source code of the web application to reverse engineering, decompile it, disassemble it or otherwise try to retrieve it;
3. use the web application for the purpose of offering similar Services to third parties;
4. bypass technological measures intended to control or prevent access to the web application;
5. rent, lease, sublicense, sell, assign or transfer the rights to the web application, either wholly or in part, or arrange for a part of the Services to be copied onto a third party's device;
6. use the web application for any purpose other than that for which it is intended.

4.3 Deactivation

If we find that the web application is used in a fraudulent or unauthorised manner, we will terminate or suspend the subscription with immediate effect, without you being entitled to any compensation or refund of subscription charges.

5. USER CONDUCT

5.1 Responsible use

You must use the Services in a responsible manner, refrain from actions that are in breach of this user agreement and act and behave in conformity with what may be expected from a responsible and careful (Internet) user.

5.2 Abuse

You may not abuse the Services. For example, you are not allowed to:

- (1) copy, alter, host, sublicense or resell the Services;
- (2) enable or allow third parties to use the Services under your account details;
- (3) use the content included in the Services for the purpose of compiling a database of any kind;
- (4) obtain or try to obtain access to the Services by a route other than the interface provided or authorised by us;
- (5) bypass access or usage restrictions implemented to prevent particular use of the Services;
- (6) take part in actions breaching the intellectual property rights of third parties. "Intellectual property rights" consist of copyrights, moral rights, trademark rights, corporate identity marks, patents, trade secrets, rights giving protection from unfair competition and other proprietary rights;
- (7) upload content that is illegal, harmful, threatening, insulting, unlawful, libellous, slanderous, vulgar, obscene, blasphemous or hateful, or breaches the privacy of third parties;
- (8) pass yourself off as another person or entity, pretend that you represent a person or entity, or otherwise misrepresent your relationship with this person or entity;
- (9) try to deactivate, obstruct or destroy the Services, software or hardware;
- (10) disrupt, obstruct or restrict other users and thus prevent them from using the Services;
- (11) offer or advertise products or services via the Services;
- (12) use data mining or similar methods in order to collect and extract data in connection with the Services;
- (13) breach applicable legislation.

6. YOUR GUARANTEE AND OBLIGATIONS TO INDEMNIFY

6.1 Guarantee

By uploading your content to the Services, you agree that you hold all the necessary licences and permits to use your content in conformity with the conditions of this user agreement.

6.2 Indemnification

You indemnify us and our subsidiaries, affiliates, senior officers, representatives, staff members, partners and licensors against all claims, demands, losses or damage, including reasonable lawyer's fees, resulting from or relating to your content, your use of the Services or your breach of these conditions.

7. REJECTION OF GUARANTEES

7.1 The Services are provided in the state in which they find themselves ("AS-IS"), and we are not involved in any way in your activities in the web application, including but not limited to entering the input data and/or making calculations. Insofar as this is legally permitted, we do not issue any explicit or implied guarantees, including implied guarantees regarding the absence of infringement of third-party rights, marketability and suitability for a specific purpose. We do not make any promises concerning the content within the Services. Moreover, we do not issue any guarantee that (a) the Services meet your needs and are constantly available, uninterrupted, timely, secure or free from error; (b) the results that can be obtained through the use of the

Services are effective, accurate or reliable; (c) the quality of the Services meets your expectations; or that (d) errors or breakdowns in the Services will be rectified.

7.2 We specifically exclude all liability for actions resulting from your use of the Services. You can use and open the Services at your discretion and at your own risk, and you will be fully responsible yourself for all damage to your computer system or for any data loss resulting from your use of and access to the Services.

7.3 We will not be liable or responsible in any way for the content and correctness of the input data or the calculations made, or for the results of the calculations performed by means of the web application or the use made of these calculations.

8. LIMITATION OF LIABILITY

8.1 We accept no liability towards you or anyone else for any special, non-recurring, indirect or consequential damage or for any compensation (not even if we were notified of the possibility of such damage), including damage (a) relating to inability to use, data loss or loss of profits, whether foreseen or unforeseen, (b) arising from any basis of liability, including breach of contract or guarantee, negligence or other unlawful act, or (c) as a result of any other claim resulting from or relating to your use of or access to the Services.

8.2 Our total liability in any matter resulting from or relating to these conditions will be limited to EUR 1,000 or the total amount you paid for access to the Services during the year preceding the event that gave rise to this liability, whichever is higher.

8.3 The limitations and exclusions in this Article 8 will apply insofar as they are legally permitted.

9. DURATION

9.1 Commencement

This user agreement takes effect on the day we accept your registered application and is concluded for an indefinite period.

The activation of the account(s) will take place within twenty (20) days after the acceptance of your registered application, unless you are informed via e-mail of the reason for not accepting your application.

Irrespective of the time your application was registered and accepted, there will always be – next to a registration fee for the first registration or reregistration – (a) full annual account fee(s) owing for the calendar year in which your application was registered and accepted.

9.2 Closing down access to account(s)

If payment of the annual account fee(s) is not effected in time, the access to your account(s) will be automatically closed down ten (10) days after the due date of the invoice. The reactivation of your account(s) can be requested via the website and will only be done after the annual account fee(s) has or have been paid in full. Once the user agreement has come to an end, a reactivation will no longer be possible and you will need to register a new application and pay the registration fee again.

9.3 Termination of the user agreement by you

You can discontinue the Services at any desired moment by means of an e-mail to the Helpdesk before the 1st of January. If you terminate the user agreement, you will not be entitled to any refund of account fees nor the registration fee already paid.

9.4 Termination of the user agreement by us

If we terminate these conditions for a reason other than legal grounds, we will try within reason to notify you of this at least sixty days prior to the termination at the e-mail address you provided to us.

We can terminate these conditions at any desired moment if:

- (1) you fail to observe one or more provisions of these conditions (or behave in such a way as to make it clear that you are unwilling or unable to comply with these conditions);
- (2) you fail to pay the annual account fees for the Services for three (3) consecutive years;

- (3) we are required to do so by law (for example, in cases in which the provision of the Services to you is in breach of legislation or will be so in the future);
- (4) we opt to discontinue the Services, either wholly or in part.

9.5 Continuation

After these conditions have expired or have been terminated, all your obligations to indemnify, our exclusions of guarantees or limitations of liability, and the dispute settlement provisions in these conditions will remain in force.

Any amounts (whether invoiced or not) to which we are entitled prior to the termination of the user agreement, for whatever reason, will remain owed and will become immediately due and payable at the moment of termination.

10. NOTIFICATIONS

Notices of termination must be sent to the Helpdesk at the e-mail address specified on the website.

We can notify you by e-mail, post, publications within the Services or by other legally acceptable means. Invoices will be sent to the e-mail address mentioned during your application for registration. This e-mail address will be assumed to be valid and working and will be used for all S-Risk related communication.

11. OTHER

11.1 Version

The Dutch version of these conditions will be used in the event that this agreement has to be interpreted or clarified.

11.2 Complete agreement

These conditions constitute the complete agreement between you and us with regard to your use of the Services, and replace all earlier agreements between you and us in relation to the Services.

11.3 No assignment

You may not assign or otherwise transfer these conditions or your rights and obligations under these conditions without our written consent. We can transfer our rights under these conditions to third parties.

11.4 Severability

If a particular condition cannot be enforced, this will not affect the remaining conditions.

11.5 No waiver

If we are unable to enforce or exercise one or more of these conditions, this will not mean a waiver of our rights.

For agreement of the user

Name and function:

Date:

Signature (preceded by "Read and approved"):