

Contractual terms



INTRODUCTION

Peepl is a product of Mockup BVBA.

Peepl focusses on **3 essential elements** that are important to any organisation.

- Membership management
- Communication
- Organisation of activities
- + other functionalities

All details and information is provided on our website www.peepl.be

This document contains the following contractual terms of **MOCKUP BVBA**:

CONTRACTUAL

- **General contract terms Mockup, version 2017.01**
 - **Specific contractual terms SaaS and Cloudservice Mockup, version 2017.01**
These specific contractual terms are applicable to all licences and SaaS-services provided by Mockup BVBA, especially Peepl.
 - **Specific contractual terms Maintance & Support Mockup, version 2017.01**
These specific contractual terms are applicable to all (support)services provided by Mockup BVBA.
 - **Specific contractual terms Web application development Mockup, version 2017.01**
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General Contract Terms Peepl

A. General

1. CONTRACTUAL RELATIONSHIP AND PARTIES

1.1. The contractual relationship between the client and mockup bvba is governed by this general contract terms and by the invoice terms and conditions of mockup bvba, supplemented, where applicable, by one or more of the following Specific Contract Terms and conditions.

1.2. The General Contract Terms, Specific Contract Terms and Conditions and Invoice Terms and Conditions apply in their entirety to any contractual relationship between Parties and to any price quotations and agreements subject to which Mockup BVBA delivers goods and/or services of any nature and under any name whatsoever to the Client. In case of conflict or inconsistency between the various applicable conditions, the following order of priority shall apply:

- a. specific and derogating arrangements between Mockup BVBA and the Client;
- b. the SLAs of Mockup BVBA;
- c. the Specific Contract Terms and Conditions of Mockup BVBA;
- d. the General Contract Terms of Mockup BVBA;
- e. the Invoice Terms and Conditions of Mockup BVBA;

1.3. The application of any of the Customer's terms and conditions of purchase, sale, contracting or any other terms and conditions are expressly excluded.

1.4. Any derogation from and supplement to the general terms and conditions of Mockup BVBA is only valid if it is made in writing.

1.5. If the Customer orders various separate Products, the set of rights and obligations arising from each price quotation / order and having its own and individual subject-matter shall always be regarded as a separate contract in the sense referred to in Article 1101 *et seq.* of the Civil Code ('Contract'). In this way, the invalidity or termination of one or more Contracts concluded between Parties shall not automatically cause the invalidity or termination, respectively, of the other contracts concluded between Parties and *vice versa*. This applies, in particular, yet is not limited to, each and every project proposal, price quotation or agreement concluded or agreed between Parties.

1.6. If Mockup BVBA concludes a Contract with more than one person or legal person, the term 'Client' is understood to refer to any persons or legal persons and they are jointly and severally bound vis-à-vis Mockup BVBA. Any reference to the 'Client' also entails a reference to all of his, her or its legal successors.

1.7. If any provision in the General Terms and Conditions is null and void or is annulled, the other provisions of the General Terms and Conditions shall continue to remain in full force.

2. DEFINITIONS

2.1. **Appointee:** any person or legal person whom Mockup BVBA engages to execute the Contract with the Client, regardless of their mutual legal relationship, in particular, but not restricted to, employees and self-employed consultants.

2.2. **Data conversion:** the conversion of the Client's existing digital data to a format that can be read and processed by the Hardware or Software supplied by Mockup BVBA.

2.3. **Hardware:** one or more of the Client's processing units, in particular, but not restricted to, personal computers, laptops and servers, regardless of whether these have been supplied by Mockup BVBA or by a third party. This does not include mobile devices such as smartphones or tablets.

2.4. **Goods:** any tangible or intangible goods supplied by Mockup BVBA, in particular, but not restricted to, licences to standard software, licences to custom software, websites, databases, hardware, network infrastructure, etc., including any tangible and intangible outcomes of the Services provided by Mockup BVBA.

2.5. **Services:** any tangible or intangible services delivered by Mockup BVBA, in particular, but not restricted to, installation services, software development, maintenance and support services (support), advice, consultancy, project management, internet access and *data connectivity* (Connectivity), hosting and housing, IaaS and PaaS services and other Computer Services (Virit Hosted), etc.

2.6. **Products:** any Goods and Services supplied and provided by Mockup BVBA.

2.7. **Software:** one or more computer programs, program libraries or data libraries, Applications and other files as referred to in the Software Law, including databases, which the Client uses, regardless of whether it is standard or custom software.

2.8. **Software Law:** the provisions of Title 6. Computer programs of Book XI of the Code of Economic Law;

2.9. **System:** any Hardware and Software which the Client uses, including his, her or its network infrastructure, either local at the Client's location or through the Virit Hosted system of Mockup BVBA.

2.10. **Working days:** Monday to Friday, excluding the Belgian public holidays (New Year, Easter Monday, Labour Day (01/05), Ascension Day, Whit Monday, National Day (21/07), Assumption Day (15/08), All Saints Day (01/11), Armistice Day (11/11) and Christmas (25/12));

2.11. **Working hours:** from 8.30 a.m. to midday and from 1 p.m. to 5.30 p.m.

3. CORRESPONDENCE AND DEADLINES

3.1. For the purposes of executing the Contract, 'written' is understood to mean any medium which allows the content of the communication to be tangibly stored on a durable medium, in particular, but not restricted to, paper documents, fax and email.

3.2. Any correspondence in execution of the Contract is only validly addressed to Mockup BVBA if it is addressed to Torhoutsesteenweg 174, 8210 Zedelgem,

and to the Client if it is addressed to the latter's registered office. Correspondence by ordinary or registered post is presumed to have been received on the third working day after dispatch.

3.3. Any correspondence or requests which Mockup BVBA receives before 3 p.m. is or are considered to have been received on the time of receipt indicated on such dispatch. Any correspondence or requests which Mockup BVBA receives after 3 p.m. or on any day other than a Working Day is or are considered to have been received at 9 a.m. on the following Working Day for the purposes of the execution of Parties' obligations.

3.4. If a certain obligation must be fulfilled on a Saturday, Sunday or public holiday in execution of the Contract between the Client and Mockup BVBA, such obligation is fulfilled in good time on the following working day. The same applies to deadlines arising from the Contract. However, this provision does not apply to strict intervention periods which may have been agreed between Parties, in particular within the scope of the Peepl Support contract.

B. Price Quotations and Pricing

4. PRICE QUOTATIONS

4.1. Any price calculations, price quotations and other offers by Mockup BVBA are only indicative in nature and are not binding, unless Mockup BVBA has indicated otherwise in writing.

4.2. The Client is responsible for the accuracy and completeness of any details necessary for the price calculation drawn up which have been provided by or on his, her or its behalf to Mockup BVBA. The Client shall always ensure that any requirements which the work of Mockup BVBA must meet are outlined correctly, accurately and completely.

4.3. Any project proposals or price quotations by Mockup BVBA to perform certain operations are always drawn up on a time and expense basis, unless it is agreed in writing and explicitly between Parties that one or more of such operations are performed at a fixed price.

5. PRICE AND PAYMENT

5.1. All prices exclude VAT and any other taxes or charges. Unless otherwise agreed, all prices are always in EUR and the Client must pay all amounts in EUR.

5.2. Parties can include in the Contract the date or dates on which Mockup BVBA charges the Client the payment for the work agreed. Customer pays amounts owed according to the agreed payment provisos. If no specific arrangement has been made, Mockup BVBA can charge the fees to which it is entitled as it deems fit and, if need be, periodically.

5.3. All invoices are payable within 30 days at the registered office of Mockup.

5.4. If the Client does not pay the owed amounts or does not pay them in good time, late payment interest at the interest rate of 12% per annum shall be owed, and no further notice of default for this purpose shall be required at all. Furthermore, the Client also owes a fixed sum for damages in the amount of 10% of the entire amount of the principal sum outstanding, without prejudice to the right of Mockup BVBA to claim compensation for any additional loss suffered.

5.5. Any possibility that the Client has of suspending his, her or its payment obligations (exception of unfulfilled contract or *exceptio non adimpleti contractus*) is explicitly excluded.

5.6. Whatever the cause for any claims for payment, these can be set off against one another, even if there is no inter-relationship. Such set-off shall take place automatically and without the need for prior notice of default, if insolvency or seizure proceedings are commenced, or in any other case of concurrence on the part of one of the Parties.

5.7. If a Contract includes service provision for an annually renewable period, Mockup can annually adjust the prices and rates to the standard rates prevailing at that time. New prices will automatically be applied in the first invoice of the new Contract year. If the Customer does not agree with this price change he can terminate the Contract within a period of 3 month(s) without any notice or severance pay.

C. Execution of the Contract

6. CONFIDENTIALITY

6.1. Parties ensure that any data received from the other Party remains confidential and shall refrain from disclosing such data in any manner, either directly or indirectly. This applies specifically to, but is not restricted to, data marked as 'confidential' and in-company documents relating to confidential business information, commercial strategies and commercial information, the identity of the Client's client database, etc.

6.2. In their relationship with the Appointees involved in the execution of the Contract, Parties shall make the necessary contractual arrangements in such a manner that said Appointees are bound by the same terms and conditions.

6.3. The Party receiving the confidential information shall only use such for the purpose for which it was provided.

6.4. After all the Contracts concluded between the Parties have come to an end, the Parties shall destroy all the relevant documents and files containing confidential data regarding the Goods or Services. Parties shall also continue to fulfil the obligation of confidentiality arising from this Article 6 after their contractual relationship has terminated.

7. PERIODS

7.1. Any provisional or final (delivery) dates communicated or agreed by Mockup BVBA are merely indicative and only serve as target dates, unless it has been agreed, explicitly and in writing, that the dates communicated or agreed are binding and effective in nature.

7.2. Mockup BVBA is not responsible for any failure to finish by the provisional or final (delivery) dates if such failure is the result of causes beyond its control and occurred after the Contract had been concluded, [the result] of the circumstances outlined in Article 8.5 or 9.3 or [the result] of a change in the approach, agreed by Parties, to executing the Contract.

7.3. If there is a danger that any period might be exceeded, Mockup BVBA and the Client shall deliberate in good time to limit the effects that exceeding such period may have on the remaining schedule and on any negative consequences.

7.4. In all cases - i.e. also if Parties have agreed explicitly and in writing on effective delivery dates - Mockup BVBA is only considered to have breached contract if it has exceeded provisional or final delivery dates after the Client has sent it an explicit and written notice of default for this and has offered the possibility to remedy the situation. Such notice of default must contain a description of the failure that is as comprehensive and detailed as possible to allow Mockup BVBA to take all suitable and necessary measures.

8. OBLIGATION TO COOPERATE

8.1. Parties acknowledge that the efficient progress and result of service provision regarding information and communications technology is very highly dependent on correct and timely mutual cooperation. The Client shall always provide Mockup BVBA with any useful and necessary data or information and any cooperation requested to enable Mockup BVBA to execute the Contract efficiently and correctly. The Appointees engaged by the Client to this end must have at their disposal the necessary knowledge, expertise and experience.

8.2. If, for the purposes of executing the Contract, the Client fails to make useful or necessary data, information documents, Hardware, Software, equipment or Appointees available to Mockup BVBA, fails to do so in good time, fully or in accordance with the arrangements, or if he, she or it does not observe his, her or its obligations in any other manner, not fully or not in good time, Mockup BVBA is entitled to fully or partially suspend the execution of the Contract. Mockup BVBA is also entitled to charge any resulting costs in keeping with its usual rates, without prejudice to other options which Mockup BVBA has to secure its rights.

8.3. If the Client's computer, data or telecommunications facilities, including internet, are used to execute the Contract, the Client is responsible for ensuring that such facilities are available in good time, fully and that they are backed up in advance, unless other agreements have been made with Mockup BVBA. Mockup BVBA cannot be held liable for any loss or additional costs pursuant to such facilities being disrupted or unavailable or to the loss of data, unless the Client proves that such damage or costs are the result of intent or wilful recklessness on the part of the Appointee of Mockup BVBA. Where relevant, the provisions of Article 20 apply.

8.4. The Client guarantees that no rights of third parties are vested in any data files, (text, data, databases, images, music, domain names, logos, hyperlinks, etc.), documentation or other materials, provided to or stored at the facilities of Mockup BVBA, including draft material, or at least, that the Client has obtained such third party's prior and written permission.

8.5. If the Client fails to fulfil the obligations to cooperate outlined in this section or fails to do so in good time, any periods agreed between Parties shall be extended for the duration of the delay caused by the Client, without prejudice to the provisions of Article 7.1.

9. CHANGES AND ADDITIONAL WORK

9.1. If Mockup BVBA performed deliveries or other work which do not form part of the subject of the Contract at the Client's request or with the latter's prior permission, the Client shall remunerate such work or services according to the agreed or usual rates. In the event of such a request, Mockup BVBA can demand that Parties lay down the provisos for the additional work envisaged in advance and in writing.

9.2. To the extent that a fixed price has been agreed for the service provision, such fixed price shall apply exclusively to the initial object of the Contract. Mockup BVBA shall always charge the Client on a time and expense basis and according to the agreed or usual rates for any changes and/or additional work.

9.3. The Client accepts that any work or services for changes or additional work can affect any provisional or final (delivery) dates communicated by Mockup BVBA or agreed as provided in Article 7.1 and any mutual obligations of the Client and Mockup BVBA. Where appropriate, any periods agreed between Parties are extended for the period that such changes or additional work take, without prejudice to the provisions of Article 7.1.

9.4. Any failure to fulfil one or more of the obligations of Mockup BVBA, or any failure to do so in good time or fully, as a result of changes or additional work ordered by the Client can never constitute grounds for the Client for compensation for damages or for cancelling the Contract in accordance with Article 16.

10. PROHIBITION TO POACH PERSONNEL AND CLIENTELE

10.1. The Client is forbidden to conclude a contract, either directly or indirectly, with one or more of the Appointees of Mockup BVBA for the duration of the cooperation with Mockup BVBA and for a period of 24 months after the end of said cooperation, unless Mockup BVBA has granted its prior, explicit and specific written permission to do so.

10.2. Any damages which Mockup BVBA incurs if the Client breaches Article 10.1 are contractually fixed at the total gross remuneration excluding any employer's liabilities for the poached Appointee for a period of 12 months prior to the poaching or 12 month's average gross remuneration (if the employee was employed for shorter than 24 months), without prejudice to the right of Mockup BVBA to prove and claim any additional damage suffered.

10.3. Any Client who or which performs operations which are fully or partially competitive with those of Mockup BVBA or operates in the same sector, shall refrain from directly or indirectly approaching or soliciting the clientele of Mockup BVBA within the context of competitive operations for the duration of the Contract and within a period of 24 months after it was terminated or after it expired. 'Poaching' is understood to mean the mere service provision by the Client, under any legal form of cooperation whatsoever. If this obligation is

breached, any loss incurred by Mockup BVBA is contractually fixed at the total of the amounts invoiced to the poached clients over the past 24 months (excluding VAT).

10.4. For the purposes of the prohibitions outlined in this Article 10 the "Client" must also be understood to mean any companies affiliated with the Client in accordance with Article 11 of the Companies Code.

11. EXECUTION BY APPOINTEES

11.1. Unless otherwise agreed, the Contract between Parties is never of a personal nature and Mockup BVBA is always entitled to replace any Appointee(s) whom it engages to execute the Contract by (another Appointee(s) having the same knowledge level and professional experience, to the extent that the object of the Contract is the provision of a service.

D. Re delivered products

12. RIGHT OF RESERVATION OF TITLE, RIGHT OF RETENTION AND SUSPENSION

12.1. Where appropriate, any rights, including licence and user rights, are granted or transferred to the Client under the suspensive condition that the Client has paid to Mockup BVBA in full all amounts which he, she or it owes Mockup BVBA pursuant to the Contract. If the Parties have agreed on the Client's periodic payment obligation in exchange for granting a user right, the user right accrues to the Client as long as he, she or it fulfils his, her or its periodic payment obligation.

12.2. Mockup BVBA can keep any goods received from the Client or Goods generated or ordered for the Client within the scope of the Contract, in spite of any existing obligation to submit or transfer, until the Client has paid all outstanding amounts payable to Mockup BVBA.

12.3. If the Client fails to pay in full or in time or if he, she or it refuses to pay, Mockup BVBA is entitled to suspend all or part of its obligations vis-à-vis the Client, in particular, but not restricted to, its obligation to deliver with regard to Services or user rights, until the Client has fulfilled all of his, her or its payment obligations. This suspension right also applies to obligations regarding Products which have already been paid and to service provision regarding hosting, backups, support and Saas.

13. SECURITY AND PROGRAM ACCESS

13.1. If Mockup BVBA must provide a form of information security on the grounds of an agreement between Parties, such security shall meet at least any minimum requirements imposed by the law and in accordance with the state of the art and shall meet the written security arrangements made between Parties. Mockup BVBA is never responsible for the efficacy of the information security under all circumstances, nor does it guarantee fully impenetrable security.

13.2. The Client treats any license, access and/or identification codes confidentially and with care and discloses these only to the Appointees referred to in Article 6.2. Mockup BVBA can never be held liable for any losses or costs resulting from the access or any misuse made of identification codes.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. Any intellectual property rights to any Products and preparatory material thereof developed or supplied by Mockup BVBA or other materials such as analyses, designs, documentation, reports and price quotations accrue exclusively to Mockup BVBA, its own licensors or its suppliers.

14.2. The Client only obtains the user rights which have been explicitly granted to him, her or it in the Contract. Any user rights granted to the Client are limited to the agreed licensing terms and conditions and are non-exclusive, not transferable to third parties and cannot be sub-licensed. Any user rights granted apply only to internal use by the Client. The Client is not allowed to personally process or commercialise the Products.

14.3. Parties can only derogate from Article 14.1 to the extent that and in so far as a more comprehensive licence is granted or the transfer of certain intellectual property rights is concluded explicitly and specifically in writing. If Parties agree in writing that any intellectual property right with regard to any software, websites, data files, equipment, etc. developed specifically for the Client shall transfer to the Client, such transfer does not prejudice the right or option of Mockup BVBA to use and/or utilise any components, general principles, ideas, drafts, interfaces, algorithms, source codes, documentation, works, programming languages, protocols, standards, etc. underlying said development without any restriction for any other purposes and any other clients, either for itself or for third parties. Mockup BVBA can therefore develop Products which are identical to, similar to or derived from the Products which were delivered to the Client, either for itself or for a third party.

14.4. Mockup BVBA is allowed to install technical features to protect the Products with a view to being able to secure its rights or any restrictions regarding use, even if the Contract does not explicitly provide any authority to do so. The Client is never allowed to remove or circumvent such technical features.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1. The Client is not allowed to transfer the rights and/or obligations arising from this agreement to a third (legal) person, or to an affiliated company in accordance with Article 11 of the Companies Code.

15.2. Mockup BVBA can transfer its payment claims to third parties. Where appropriate, Article 1690 of the Civil Code applies.

E. Termination

16. CANCELLATION AND TERMINATION OF THE AGREEMENT

16.1. Any Contract concluded between Parties and as referred to in Article 1.5, must always be terminated or rescinded separately. Giving notice of terminating or rescinding one of the Contracts concluded between Parties never automatically brings about the termination or rescission of another (or any other) Contract(s) concluded between Parties.

16.2. Each Party can take legal action to request the rescission of the Contract at the expense of the other Party in accordance with Article 1184 of the Civil Code if the latter has attributably and seriously failed in one or more substantial obligations.

16.3. For the purposes of applying Article 16.2 the Client's payment obligations and the provisions of Article 6 and Article 14 must be considered as substantial obligations.

16.4. The consequences of any rescission between Parties can only have an effect in the future and any obligations on the part of Parties already fulfilled continue to exist in full (rescission *ex nunc*), regardless of the manner in which the Contract is rescinded - whether at law or otherwise. Any amounts which Mockup BVBA invoiced before the rescission, with regard to Products already performed and delivered remain payable in full and become due and payable pursuant to the rescission.

16.5. If an open-ended Contract was concluded, either Party can give written notice of termination of such Contract without giving reasons but with due regard for the agreed notice period. A reasonable period must be regarded if Parties did not agree to any particular period of notice. This period amounts to 1/3th of the contract period with a maximum of 3 months.

16.6. If the Contract was concluded for a particular period to be renewed annually, Article 16.5 applies, on the understanding that the Contract can only be terminated once a year by the date on which the annually renewed period expires. The same period of notice as in Article 16.5 applies.

16.7. Either Party can terminate the Contract in writing without notice of default and with immediate effect if the other Party is declared bankrupt, dissolved and liquidated or if it has become obvious that he, she or it is unable to pay. Mockup BVBA can never be obliged to return or repay any funds already received or to pay any compensation for damages as a result of such termination.

16.8. If the Client cancels a Contract without a valid reason to do so, Mockup BVBA is entitled to compensation for damages in the amount of 25% of the total remuneration for such Contract, without prejudice to the right to estimate and recover the loss actually suffered.

17. FORCE MAJEURE

17.1. Neither of the Parties shall be bound to perform its obligations, including all the warranty obligations agreed between the Parties if the Party is prevented from doing so due to force majeure, in particular but not limited to: natural disasters, epidemics, force majeure affecting a supplier of Mockup BVBA, failure on the part of suppliers whom Mockup BVBA engages pursuant to an explicit request by the Client to properly fulfil their obligations, defects in third parties' items, equipment, software or materials which Mockup BVBA uses pursuant to an explicit request by the Client, government measures, electricity disruptions, disruptions on the internet, telecommunications facility disruptions, war and serious political unrest, occupation of the workplace and strikes, hacking or malware (viruses, CryptoLocker, DDoS, etc.), general transport problems and the unavailability of one or more specific staff members.

17.2. Each Party has the right to terminate the Contract in writing if a situation of force majeure lasts longer than 30 days. Mockup BVBA shall invoice the Client for any Work which it has already performed for the latter. For the rest, the Parties shall no longer be liable for paying anything.

F. Disputes

18. CLAIMS

18.1. Parties expressly agree that they can only exercise any claims arising from a Contract concluded between them, including the right to rescission from Article 16.2, after and to the extent that they have given the other Party notice of default by registered post or by a bailiff's writ within a reasonable period. This reasonable period can never be longer than 6 months after the envisaged failure(s) arose. Such notice of default by any of the Parties should outline in a detailed and reasoned statement to the other Party the instance(s) of default in question and should grant the other Party a final period of grace to rectify such instance(s) of default. This period of grace must amount to at least 4 weeks, unless this would serve no purpose whatsoever for the required remedy of the failure(s), in which case the period of grace can be reduced. The respective claim at law definitively lapses if the claiming Party did not observe the obligations contained in this Article.

18.2. Any contractual or extra-contractual claim prescribes at law merely by the expiry of 24 months after the envisaged failure arose. If the failure persists, the above-mentioned period commences at the point in time that the failure arises.

18.3. Articles 18.1 and 18.2 do not apply to any claims by Mockup BVBA to pay amounts that are owed, due and payable.

19. INDEMNITY

19.1. Mockup BVBA indemnifies the Client against any legal claim by a third party that is founded on any violation, by one or more Products, of such third party's right, in particular, but not restricted to, intellectual property rights. The Client can invoke this indemnity exclusively on condition that he, she or it informs Mockup BVBA of the existence and the content of such claim and of any other information available to the Client in writing and without delay.

19.2. The indemnification obligation on the part of Mockup BVBA expires if the violation relates to any materials, data, documentation, files, etc. made available by the Client to Mockup BVBA to be used, edited, processed or incorporated in the Products;

19.3. If the Client adds Mockup BVBA as a third party, Mockup BVBA is entitled to demand to take charge of the proceedings. Where relevant, the Client shall provide any necessary powers of attorney, information and cooperation to Mockup BVBA to defend itself against such legal claims on behalf of the Client.

19.4. If it has been established by final judgement that the Products developed by Mockup BVBA violate any rights belonging to a third party, in particular, but not restricted to, any intellectual property rights, or if, in the opinion of Mockup

BVBA, there is a reasonable chance that such an infringement exists, Mockup BVBA shall ensure, if possible, that the Client is able to continue to use the Products delivered, where relevant by replacing them by equivalent alternatives. Any other or farther-reaching obligation to indemnify on the part of Mockup BVBA is then excluded.

19.5. The Client shall indemnify Mockup BVBA against any claims by third parties resulting from either a defect in any object or service which the Client has delivered to a third party and which partly consisted of the Products or loss which the Client causes to other clients of Mockup BVBA, unless and to the extent that the Client proves that such loss was not caused by any act on his, her or its part.

19.6. The Client shall indemnify Mockup BVBA against any claims by third parties resulting from any violation by the Client of (intellectual property) rights of such third party.

19.7. The provisions of Article 20 apply in their entirety to the obligations included in this section.

20. LIABILITY

20.1. 'Direct loss' is understood to mean any amounts which were paid to Mockup BVBA to execute the Contract. 'Indirect loss' is understood to mean the following, which is not an exhaustive list: any form of consequential loss, lost profit, financial or commercial losses, missed savings and/or automation, increases in general costs, personnel costs, loss of goodwill, loss due to business interruption, loss due to claims by purchasers of the Client, loss relating to the use of third parties' items, materials or software suggested by Mockup BVBA to the Client and loss relating to suppliers suggested by Mockup BVBA to the Client being engaged, loss due to disruption of the schedule and loss of opportunity, etc.

20.2. The total liability of Mockup BVBA for direct and indirect loss due to any attributable light or serious failure, which expressly includes any failure to observe a guarantee obligation agreed with the Client, is limited to the payment of the maximum amount of the price actually invoiced (excluding VAT). If the Contract is a continuing performance contract, the price negotiated for the Contract is fixed at the total of the payments (excluding VAT) for the past year.

20.3. In no event shall the total liability of Mockup BVBA for any loss whatsoever due to serious or light failures amount to more than EUR 2.500,00. The liability of Mockup BVBA for loss due to material damage to items never amounts to more than EUR 25.000,00.

20.4. The exclusions and limitations of the liability of Mockup BVBA as referred to in Articles 20.1 up to and including 20.3 in no manner whatsoever prejudice any other liability restrictions and penalty clauses or damage clauses pursuant to the Specific Contract Terms and Conditions or any derogating arrangements between Parties which may have priority, where appropriate.

20.5. The Client knows that the limitations of loss and liability agreed between Parties are essential in estimating the prices agreed and that they determine the specific provisos, terms and conditions of the Contract.

20.6. The exclusions and liability restrictions referred to in Articles 20.1 to 20.3, inclusive, do not apply if and to the extent that the loss is the result of an intentional action by Mockup BVBA.

21. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

21.1. The relationship between Mockup BVBA and the Client is governed exclusively by Belgian law. The application of the *UN Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods* is explicitly excluded.

21.2. If the allocation of a preliminary or preventive measure is requested, which may or may not be in preliminary proceedings, Article 21.1 also applies, even if, pursuant to legal provisions on international authority, there could be a derogation from Article 21.4.

21.3. Parties acknowledge that active and constructive participation in a mediation procedure at Cepani VZW (non-profit organisation) constitutes a reasonable and suitable measure to prevent or limit impending loss. For this reason, Parties undertake to participate in a mediation procedure in accordance with the *Mediation rules of Cepani VZW*, which has its registered office at Stuiversstraat 8, 1000 Brussels, if the other Party so requests in writing. A copy of said rules can be obtained from Mockup BVBA on request or via www.cepani.be. Such mediation obligation does not apply to the collection of invoices by Mockup BVBA.

21.4. The Belgian tribunals and courts have exclusive jurisdiction to take cognisance of any dispute between the Client and Mockup BVBA regarding the origin, the interpretation, the execution and the termination of the Contract. The Courts of the Judicial District of Kortrijk have exclusive jurisdiction, without prejudice to Article 21.5. This jurisdiction rule also applies if the allocation of a preliminary or preventive measure is requested, which may or may not be in preliminary proceedings.

21.5. In derogation from Article 21.4 claims the exclusive object of which is the collection of invoice amounts which are due and payable can be initiated at the discretion of Mockup BVBA, with the Courts or Divisions of Courts located in Kortrijk or the Courts which are competent in accordance with Article 624 of the Judicial Code.

21.6. A mediation procedure or judicial proceedings between the Parties shall be conducted in Dutch. If it is not permissible to conduct the procedure or proceedings in Dutch in accordance with the law, the proceedings shall be conducted in the following languages (in order of preference): French, English, or the language specified by law.

Mockup Specific Contractual terms and conditions for SaaS and Cloud Services (2017.01)

A. General

1. Contractual relationship and parties

1.1 The Mockup Special Contractual terms and conditions for Cloud Services contain supplementary conditions and modalities to the General contractual terms and conditions and Invoicing terms and conditions applicable between the parties.

1.2 All price quotes, contracts, invoices, or other documents shall contain a reference to these special contractual terms and conditions by using the term "specific terms and conditions for Cloud Services".

1.3 The Specific Contractual terms and conditions for Cloud Services applicable between the parties is the version 2017.01, unless the parties have subsequently agreed on a different version.

1.4 The mutual relationship between the various contractual terms and conditions shall be governed by the provisions of Clauses 1.2. through 1.7 of the General Contractual terms and conditions.

2. Definitions

2.1 The environment reserved for the Customer in the Cloud Application that permits the Customer to enable its End Users to log in to and use the Cloud Application.

2.2 **Back-up services:** All the services delivered by Mockup in order to enable the systematic back-up of the Data stored in the Account at frequent intervals.

2.3 **Capacity:** The entirety of the agreed properties of the hosting and Cloud Services, in particular but not limited to disk space, bandwidth (*upload* and *download*), data traffic, permissible *downtime* (being the maximum period over a specific period during which a fault in the availability of the web pages or website(s) is regarded as permissible), maximum system load, database size, etc. These may possibly be listed in further detail in a Service Level Agreement.

2.4 **Cloud Application:** The entirety of the Mockup Software known under the name Peepl, which is run on the Hosting Devices.

2.5 **Cloud Services or SaaS services:** The entirety of the software and services delivered by Mockup, consisting of the use of the Cloud Application, and the provision of Back-up and hosting services.

2.6 **End User(s):** The natural person(s), whether or not Staff, who use the Cloud Services offered by Mockup via the Customer's Account.

2.7 **End User Terms and Conditions:** The conditions and modalities governing the use of the Cloud Application by the End User.

2.8 **Data:** All immaterial data stored on the Account, in particular but not limited to personal data (relating to self and third parties), documents, photos, files, etc.

2.9 'Data Protection Legislation' or 'Data Protection Act' shall, up to and including 24/05/2018, refer to the law on the protection of privacy in relation to the processing of personal data of 08/12/1992 and its implementing decrees, and from 25/05/2018 onwards, the term shall refer to the Regulation (EU) 2016/679 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 its implementing laws and decrees.

2.10 **Hosting Equipment:** The entirety of various processing units of Mockup, or of a third party engaged by Mockup, with which the Cloud Application is run remotely.

2.11 **Hosting Services:** All the services delivered by Mockup for the purpose of providing the Cloud application, in particular but not limited to making the Cloud Application and the Account wholly or partially accessible via the Internet, for the Customer and its End Users, the provision of access to the functionalities of the Cloud Application, and the processing of data and digital files on the Account.

2.12 **Website:** The website via which Mockup grants access to the Cloud Application, either via <http://peepl.be/support>, or another URL stipulated by Mockup specifically for this purpose.

B. Scope of the Cloud Services

3. Cloud Application (Peepl)

3.1 Mockup shall provide access and right to use the Cloud Application (Peepl) to the Customer via its account and within the Capacity. *The Cloud Application is offered as a standard package.*

3.2 Without prejudice to the provisions of Clause 20, the properties of the Cloud Application - such as working, *interface*, and available functionalities - shall be determined according to the exclusive discretion of Mockup. For an overview of the concrete functionalities, please refer to the Mockup Website.

3.3 The Customer is adequately aware of the properties, functionalities, and operation of the Cloud Application. Except in case of agreements between the parties as per Clause 20.1, the Customer accepts these Cloud Services in the condition in which they are at the time of concluding the Contract, with only standard properties and functionalities.

4. Hosting

4.1 As part of this Contract, Mockup shall also provide Hosting Services to the Customer.

4.2 The Customer may not exceed the agreed Capacity. Exceeding of the agreed Capacity may be reasonably charged by Mockup to the Customer at the conventional rates, with a possible increase not exceeding 200%. Mockup shall have the right to parameterise the Hosting Equipment in such a manner that it will be technically impossible for the Customer to exceed the Capacity. Mockup may never be held liable in any manner whatsoever if the Customer suffers damage as a result of not having the option to exceed its Capacity.

4.3 The Account is hosted on the Hosting Equipment on which several Customers have an Account. Only if explicitly agreed in writing in a *Service Level Agreement*, the

Account shall be wholly or partially be made available on a specific processing unit (*dedicated server*) reserved for the Customer.

4.4 If the Customer fails to utilise Capacity within a specific period, such as data traffic, such unutilised capacity cannot be accumulated and carried forward to a subsequent period, unless expressly agreed otherwise.

4.5 Mockup may implement changes relating to the Capacity allocated to the Customer. If there are restrictions on the Capacity of the Account due to such changes, Mockup may only implement such changes after the Customer has taken cognisance of the same. The changed Capacity shall not come into operation before the expiry of three month(s) after the aforesaid notification. If the Customer does not agree to the notified changes, the Customer shall have the right to terminate the Contract on the date on which the changes are to come into force in the first instance, within two month(s) after notification by Mockup.

5. Back-up

5.1 Mockup shall provide the Customer the Back-up services that have been explicitly agreed in the Contract in writing.

5.2 If no *Service Level Agreement* has been concluded between Mockup and the Customer as per Clause 9.1, or at least no agreement exists concerning the frequency of the back-up services, Mockup shall take a full back-up of the Account each day.

5.3 If no *Service Level Agreement* as per Clause 9.1 has been concluded between Mockup and the Customer, or at least if there is no agreement concerning the preservation period of the back-up, Mockup shall preserve the back-up until a new back-up is made of the Account, or in the absence thereof, until the end of the term of this Contract. Unless agreed otherwise in writing, Mockup shall no longer preserve previous back-ups, as soon and insofar as a more recent back-up of the Account exists.

5.4 If no *Service Level Agreement* has been concluded between Mockup and the Customer as per Clause 9.1, Mockup shall take every effort to restore the back-up in case of a *disaster recovery*, in the shortest possible time. Non-availability due to the restoration of back-ups shall not be taken into account for calculating the availability of the Cloud Services. For this period, the Customer may never claim damage compensation from Mockup.

5.5 These Back-up services are exclusively provided in connection with a *disaster recovery* for the entire system of Peepl. The restoration of individual back-ups on the request of the Customer is not possible.

5.6 Mockup shall handle and preserve the back-up with all due care and due compliance with the applicable statutory provisions.

5.7 If Mockup engages a third party for the provision of back-up services, the total liability of Mockup for the execution of the back-up services, without prejudice to the provisions of Clause 20 of the *General contractual terms and conditions*, shall never exceed the total liability of such third party with regard to Mockup. Wherever applicable, Mockup shall send the Customer a copy of the agreement concluded with such third party, on first request.

C. Use of the Cloud Services by the Customer

6. Right to use

6.1 Mockup grants the Customer a non-exclusive, non-transferable, and non-sub-licensable right to use the Cloud Services, in accordance with the limitation on use as per Clause A1.

6.2 Unless this is expressly agreed in writing, Mockup shall only provide the Customer with the Cloud Services described above. Mockup is not obligated to provide the Customer with other Software or Services, particularly but not limited to the services under section G, not even if the use of the service to be provided is dependent on such additional Software or service. Wherever applicable, a separate Contract shall be concluded between Mockup and the Customer for this purpose.

7. Management of the Account

7.1 The Customer shall be solely responsible for the management and use of its Account. Management for these purposes shall include all actions that may be necessary in order to enable the Customer to operationally use the Cloud Application.

7.2 The Customer and its End Users are responsible for maintaining the confidentiality of the access or identification codes for the Account. Mockup can never be held liable for damage that the Customer may suffer due to an unlawful use of the Account by third parties on the basis of lost or stolen access or identification codes.

7.3 The Customer is responsible for the instructions to and the use by the End Users of the Account, regardless of whether these End Users are in a relationship of subordination with the Customer.

D. Provision of Cloud Services by Mockup

8. Best-efforts obligation

8.1 Mockup shall provide the Cloud Services under a best-efforts obligation. This shall apply in particular with regard to the availability of the services and the possible restoration in case of a service interruption. In the light of this best-efforts obligation, the Customer may also not make any claims in respect of possible damage that it may suffer due to an interruption in the Cloud Services, unless a *Service Level Agreement* agreed between the parties provides otherwise.

8.2 The Customer shall always notify Mockup concerning all circumstances that could have an effect on the provision of services and the use by the Customer of the Cloud Services (in particular but not limited to expected usage peaks).

9. Optional SLA

9.1 In deviation from Clause 8.1, the parties may have warranty agreements relating to the performance level of the Cloud Services (which would include the working of the Cloud Application, scope of the Account and Capacity, the performance relating to Hosting Services and Back-up services, etc.). Such agreements must always be expressly

agreed in writing in the form of a Service Level Agreement. If the Parties conclude a *Service Level Agreement*, the availability shall be measured disregarding maintenance of the Cloud Services announced in advance, as well as circumstances extraneous to Mockup. To the extent possible, such circumstances shall be notified promptly to the Customer at least on first request.

9.2 Except in the case of proof to the contrary, the performance measured by Mockup shall constitute conclusive evidence. Without prejudice to the above, the Customer shall, on pain of dissolution, notify Mockup of every complaint relating to the non-fulfilment of a specific service level within a period of one month(s) after the expiry of the relevant period.

10. Capacity

10.1 Mockup shall deliver the Capacity as agreed between the parties either in the Contract between the parties, or in a separate *Service Level Agreement* as specified in Clause 9.1.

11. Maintenance

11.1 If this is required in order to provide services properly, Mockup may temporarily suspend the Cloud Services in whole or in part in order to carry out maintenance work. Mockup shall ensure that the service shall not remain suspended for longer than necessary.

11.2 To the extent possible, maintenance work, if any, must be performed outside working hours. In any case, Mockup shall always notify the Customer in advance about the planned suspension of its services that could affect the Account.

11.3 Suspension of the customer's Account for the purpose of carrying out maintenance work shall never be regarded as a fault on the part of Mockup.

12. Anti-virus and firewall

12.1 Mockup shall protect the Account adequately and in accordance with the conventional practices in the sector, in particular through the installation of the necessary anti-virus software and firewall software.

12.2 The Anti-virus and Firewall services that Mockup offers shall constitute a best-efforts obligation. Mockup cannot in any manner whatsoever guarantee that the anti-virus software and firewall that are installed on the Hosting Equipment will always and fully protect the Account of the Customer against viruses or hacking.

E. Relationship with the End User

13. Direct communication with End Users

13.1 Mockup may communicate directly with the User with regard to specific aspects of the Cloud Services, in particular, communication regarding the operation, properties, and (new) functionalities of the Cloud Application.

14. Direct support to End Users

14.1 Except in case of agreement to the contrary between the Customer and Mockup (see Clause 19), no support or help desk shall be offered to End Users.

14.2 End Users may obtain information about how the Cloud Application works and can be used in the available knowledge database for Peep! and/or in the training courses that can be ordered from Mockup.

F. Protection of personal data and privacy

15. The Customer as the controller

15.1 The Customer acknowledges that when processing personal Data via the Cloud Services, it shall be regarded as a controller in accordance with the Data Protection Legislation. The Customer declares and guarantees that in this connection, it shall comply with all the provisions relating to the processing of personal data and privacy prescribed under the law.

15.2 Wherever applicable, the Customer shall indemnify Mockup against all legal claims of third parties relating to an infringement of this Clause 15, even if the infringement in question may not have been committed by the Customer itself, but by a Staff member, a User, or a third party. This indemnification shall be provided in accordance with Clause 19 of the *General contractual terms and conditions*.

15.3 Without prejudice to the application of Clause 15.1 and without prejudice to the provisions of Clause 16 of the *General contractual terms and conditions*, Mockup shall always have the right to suspend the Cloud Services if the Customer fails to fulfil its obligations under Clause 15.

16. Mockup as processor

16.1 Without prejudice to the provisions of Clause 13, Mockup shall only process the Data on behalf of the Customer and on the Customer's written instructions, for the purposes of delivering the Cloud Services.

16.2 Without prejudice to the provisions of Clause 13, the Data shall only be processed by Mockup for the purposes described under 3.1. The notification of the same to third parties or use by Mockup for its own purposes is prohibited unless Mockup has valid justification for such processing.

16.3 Mockup shall assist the Customer through

- appropriate technical and organisational measures and wherever possible, in fulfilling its obligation to respond to requests for the exercise of the rights of the concerned parties as laid down in the Data Protection Legislation;
- while ensuring compliance with the legal obligations relating to the protection of the processing, the notification of data breaches, the possible notification of data breaches to the concerned parties, the drawing up of a data protection impact assessment, and the prior notification in this regard to the supervisory authority, taking into account the nature of the processing and the available information.

16.4 Mockup shall not retain the data for longer than is necessary for the provision of the Cloud Services. If the contract between the Customer and Mockup comes to an end, Mockup shall delete such data from the Cloud Application or return the data to the Customer within a reasonable period of time.

16.5 Mockup shall make available to the Customer all information that may be necessary to demonstrate the compliance of its obligations under the Data Protection Legislation. Mockup shall enable and contribute to audits, including inspections, by the Customer or by an auditor authorised by the Customer.

16.6 The liability of Mockup for its contracts as a processor of personal data shall be governed by Clause 20 of the *Mockup General contractual terms and conditions*.

17. Sub-processors

17.1 As a consequence of accepting the current Contract, the Customer grants Mockup the general, written consent to avail of the services of sub-processors at the discretion of Mockup and for the purpose of delivering the Cloud Services.

17.2 If Mockup intends to add or replace one or more sub-processors, this shall be notified to the Customer and it shall be provided the opportunity to object to these changes with statement of reasons.

17.3 In the agreement between Mockup and its sub-processors, the latter shall be subject to the same obligations relating to data protection as those laid down, in particular the obligation of offering satisfactory guarantees for the implementation of the suitable technical and organisational measures to ensure that the processing fulfils the provisions contained in the said regulations.

18. Technical and organisational security measures

18.1 Mockup undertakes to take suitable technical and organisational measures to protect the personal data. In particular, Mockup shall

- protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing,
- ensure that the places where personal data is processed on behalf of the Customer are not accessible to unauthorised persons,
- restrict access to the processed personal data only to Staff members who require this data in order to perform their tasks relating to the security, incident management, and improvement of the Cloud Services,
- etc.

18.2 Mockup shall brief and sensitise its Staff concerning its obligations under the Data Protection Legislation. The Staff who come into contact with the personal data shall undertake to maintain the appropriate level of confidentiality.

18.3 On simple request of the Customer, Mockup shall be bound to provide the Customer with all the information relating to the compliance by Mockup with the Data Protection Legislation, in particular but not limited to a list of the technical and organisational measures that Mockup has implemented. The Customer shall at all times have the right to verify compliance with this Clause.

G. Additional services

19. Support

19.1 Mockup is only required to ensure the provision of support to End-Users and/or to the Customer if a separate agreement for this purpose is concluded between the Customer and Mockup.

20. Web applications and customisation

20.1 The development of Web Applications and customisation according to instructions or the wishes of the Customer, such as for example, websites or web pages, program interfaces, etc., is excluded from the scope of these Special contractual terms and conditions for Cloud Services. If the Customer wishes Mockup to make changes or modifications to the Cloud Services, the Customer and Mockup shall conclude a separate agreement for the same.

21. Data conversion

21.1 Unless otherwise agreed in writing, Mockup is not bound to perform any data conversion. If the Customer expressly requests the same, the Customer shall fully bear the costs of such Data Conversion.

21.2 Mockup is not bound to provide services relating to the shifting of the Account and related domains of the Customer either at the start or end of the Contract.

H. Warranty and liability

22. Limited warranty

22.1 Unless the parties have explicitly agreed otherwise (see Clause D.9), Mockup shall in accordance with Clause 8.1 take every effort to fulfil the terms of the present Contract. As a consequence, Mockup does not guarantee that the Cloud Services shall be delivered faultlessly or without any interruption. The Customer is aware that the quality and the availability of the Cloud Services provided are highly subject to the working of the Internet and of the various Internet hubs and servers.

22.2 Mockup does not guarantee that the Cloud Services shall run faultlessly and automatically with all the variants, new versions or outdated versions of web browsers, (mobile) operating systems, and other software, if any, of the Customer. Mockup may at any time discontinue support for outdated versions of less common variants of web browsers and operating systems.

22.3 Mockup also does not guarantee that the services provided will work flawlessly with all the Equipment of the Customer. Work, if any, that may be necessary to modify the Cloud Application to new versions of web browsers, (mobile) operating systems, and any other software of the Customer, are not included in the remuneration specified in Clause 25.

22.4 Mockup may at any time make changes to the properties, functionalities, and operation of the Cloud Application, including the termination of the support of specifically one or more properties and functionalities. Mockup shall notify the Customer concerning the same in good time. Mockup shall never be held liable in respect of such changes. The Customer shall always bear costs, if any, that the Customer may have to incur as a consequence of such changes.

22.5 Mockup does not guarantee that the Cloud Services are suitable for their intended use or will be seamlessly attuned to the activities or business operations of the Customer, unless this objective is one of the properties that were explicitly agreed. If the Customer's organisation imposes specific requirements in relation to the services, or is subject to specific risks, the Customer shall provide the relevant details and information to Mockup. Based on this information, Mockup shall, if so requested by the Customer, provide its cooperation with a view to implementing the necessary measures in order to fulfil these needs and/or risks to the extent possible. Clause 20.1 shall apply to such cases.

22.6 Without prejudice to the provisions of Clause 5, Mockup can never be held liable for any loss or damage to Data.

23. Liability

23.1 Without prejudice to the provisions of Clause 8, the liability of Mockup for the fulfilment of its contractual obligations shall be governed by Clause 20 of the *General contractual terms and conditions*.

I. Miscellaneous provisions

24. Duration of the Contract

24.1 The Contract is entered into for a period to be agreed between the Parties, in the absence of which it shall have a term of one year and shall be automatically extended on the maturity date (anniversary date) of the Contract for the same period, unless the Customer or Mockup terminate the Contract through notice in writing at least three months prior to the end of the current period.

24.2 The Contract shall commence at the time of activation of the Cloud Services. This date shall be stated in the first invoice.

25. Price and payment

25.1 In the absence of an expressly agreed payment schedule, all amounts shall be payable in advance for the delivery of Cloud Services per year.

25.2 The amounts stated in Clause 25.1 shall be payable from the start date of the Contract, regardless of whether or not the Customer has commenced use of the Account, and regardless of the consumed Capacity.

26. Complaints and evidence

26.1 Except in the case of evidence to the contrary, the performance measurements, KPIs, and log files of Mockup shall constitute conclusive evidence.

26.2 Without prejudice to the above, the Customer shall notify Mockup of any complaint concerning a failure to meet the contracted service levels (SLA) within 1 month(s) after receiving the report in this regard. The attention of the Customer is hereby drawn to the fact that strict observance of this period is necessary in order to enable Mockup to recover the damage suffered from its own supplier(s), wherever applicable.

Specific Contract Terms Maintenance & Support Mockup (2017.01)

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A. General

1. Contractual relationship and Parties

1.1. The Specific Contract Terms Maintenance & Support contain supplementary terms, conditions and provisos to the General Contract Terms and Conditions applicable between Parties.

1.2. The terms "*Peepl Specific contract terms and Conditions - Support*", "*specific contract terms and conditions for support*" or "*support conditions*" used in price quotations, Contracts, invoices or other documents, refer to these specific contract terms and conditions.

1.3. The Specific Contract Terms Maintenance & Support applicable between Parties concern version 2017.01, unless Parties subsequently agree to another version.

1.4. The mutual relationship between the various contract terms and conditions is governed in accordance with the provisions of Articles 1.2. to 1.9, inclusive, of the General Contract Terms and Conditions and any Framework Agreement concluded between Parties.

2. Definitions

2.1. **Data:** all intangible data on Mockup's Website, in particular but not limited to personal data (by itself and third parties), documents, photos, files, etc.

2.2. **Data Conversion:** see *Peepl* General Contract Terms and Conditions.

2.3. **User:** any natural or legal person who may, by permission of the Client, use the SaaS Services

2.4. **Hardware:** see *Peepl* General Contract Terms and Conditions.

2.5. **IMAC:** the abbreviation for *Install* (installing Hardware and Software), *Move* (moving Hardware and Software), *Add* (expanding the Hardware and Software) and *Change* (changing the Hardware and Software).

2.6. **Incident:** any problem causing one or more of the Client's Appointees or Users of the SaaS Services to be unable to continue using all or part of the Hardware or General Software;

2.7. **Intervention Response Time:** the period within which *Peepl* must deliver the Support services;

2.8. **On-Site Support:** the provision of Support services at the Client's location

2.9. **Reaction Time:** the period within which *Peepl* must communicate its first reaction to the Client with a view to making further arrangements for an intervention.

2.10. **Remote Support:** remotely providing Support Services, either by telephone or via the internet;

2.11. **SaaS Services:** Software delivered to the Client in the form of *Software as a Service*

2.12. **Service Level Agreement or SLA:** any supplementary agreement between Parties whereby stricter obligations and, if necessary, guarantees, are agreed regarding the Support Services;

2.13. **Software:** see *Peepl* General Contract Terms and Conditions.

2.14. **Support Services:** services as outlined in Article 4.1, excluding the services outlined in Article 4.2.

2.15. **Support Number:** the telephone number +32 (0)50 39 26 72 or any other number provided by *Peepl*.

2.16. **System:** see *Peepl* General Contract Terms and Conditions.

3. Scope

3.1. These Specific Contract Terms Maintenance & Support apply to any services provided by *Peepl* with regard to maintenance and support for SaaS Services.

3.2. The SaaS Services for which the Client receives maintenance and support must be outlined in the Contract. *Peepl* only needs to provide support and maintenance for the SaaS Services explicitly provided for in the Contract with the Client.

B. Support

4. Scope of the Support Services

4.1. *Peepl* delivers the following services to the Client within the context of this Contract:

- intervention in the case of Incidents;
- looking for solutions for Incidents and implementing any solutions found;
- replying to questions regarding the Cloud Services.

4.2. The Support services only include On-Site Support if this is specified in the Contract. If this is not the case, only Remote Support is delivered. Any decision as to whether or not the Support Services should be provided *On Site* depends entirely

at the discretion of *Peepl*, based on, e.g. the nature and the seriousness of the Incident. The Client cannot demand any specific method of execution in this regard.

4.3. The Support Services do not include the performance of IMAC services, programming and development, Data Conversion, support related to (the interfacing with) other applications, the entry of data, etc.. Such interventions are always performed on a time and expense basis.

5. Service Level Agreement

5.1. The obligations of *Peepl* and the scope of the Support Services can constitute the subject of a separate SLA. Where appropriate, any obligations, times, guarantees, etc. specified in the SLA have priority over the provisions of these special terms and conditions.

6. The obligations of Peepl

6.1. *Peepl* performs any Support Services on the basis of an **obligation to perform to the best of its ability**, unless an SLA is concluded between parties in accordance with Article 5.1 or to the extent that *Peepl* has explicitly taken on one or more sufficiently accurately outlined obligations in the Contract to perform to a specific result. *Peepl* shall make efforts to perform the Support Services with care and in accordance with the standards of good practice.

6.2. Without prejudice to Article 6.1, *Peepl* is not responsible for ensuring that the SaaS Services will work uninterruptedly at all times or that any reported incidents are or can be resolved in good time and effectively. Moreover, the Client recognises that incidents can also be caused by the Hardware, Software or actions by third parties for whose performance *Peepl* cannot vouch (e.g. defects in General Software). Consequently, neither can *Peepl* guarantee that the responses and support provided will be complete or that the problems which the Client experiences can be resolved effectively or as the Client deems fit.

7. The Client's obligations

7.1. To guarantee continuity as much as possible, the Client shall refrain from having a third-party supplier perform work on SaaS Services, unless Parties agree otherwise.

7.2. Whenever *Peepl* so requests the Client shall provide it with access to the System and any data which *Peepl* deems necessary to perform the Support Services.

7.3. If *Peepl* provides the Support Services by means of On-Site Support, Article 8.3 of the *General Contract Terms and Conditions* applies. *Peepl* is entitled to suspend or limit its obligations if the Client's infrastructure and telecommunication facilities do not comply with Article 8.3 of the *General Contract Terms and Conditions*.

7.4. The Client shall provide *Peepl* with any cooperation necessary and requested to perform the Support Services, including possibly temporarily stopping its use of SaaS Services if *Peepl* deems this necessary. The Client cannot claim any form of compensation if he, she or it stops such use. However, attempts will be made to keep such interruptions outside Working Hours where possible.

7.5. In no way whatsoever do any Support Services to be provided by *Peepl* reduce the personal responsibility of the Client and of his, her or its Appointees to use and manage the SaaS Services properly and carefully, with due care and diligence.

7.6. If any Incident occurs because the Client or its Appointees or Users were to use the SaaS Services incorrectly or carelessly, in particular by having changed system settings personally, either directly or indirectly (e.g. by installing corrupt software), *Peepl* can recover from the Client any additional costs which it has incurred for having to provide Support Services for such Incident.

7.7. *Peepl* can suspend or terminate this Contract if Article 7.5 is persistently breached. *Peepl* shall always inform the Client of its intention to do so.

C. Report of incidents

8. Reporting incidents

8.1. *Peepl* determines the way in which the Client must report Incidents (e.g. by telephone, through a ticketing system, etc.) and how the Support Services are delivered to the Client.

8.2. If the Client is confronted with an Incident falling under the Support Services, he, she or it shall report such Incident to *Peepl* by way of the intended channels or Support Number.

8.3. Within the scope of proper service provision, *Peepl* can specify that only one or more of the Client's Appointees or one or more Users can report Incidents to *Peepl*.

8.4. Incident notifications received by *Peepl* before 3.00 PM are deemed to have been received at the time of receipt. Incident notifications or requests received by *Peepl* after 3 pm or on a non-Working Day shall be deemed, for the performance of the commitments of *Peepl*, to have been received by *Peepl* at 9.00 AM the next Working Day.

D. Maintenance

9. Scope of the Maintenance Services

9.1. *Peepl* shall perform any maintenance of the SaaS Services which is explicitly provided for in the Contract (Article 3.2).

9.2. *Peepl* shall make efforts to perform the Maintenance Services with care and in accordance with the standards of good practice. Any maintenance services performed by *Peepl* are performed on the basis of an obligation to perform to the best of its ability.

9.3. *Peepl* can always change the features, functionality and functioning of the SaaS Services for maintenance purposes, in particular, but not restricted to, updating and/or upgrading the SaaS Services.

E. Miscellaneous

10. Training

10.1. Providing training to the Client's Appointees or Users never forms part of the Support Services unless otherwise agreed. Support Services can never be used to replace the necessary training course for the Client's Appointees.

10.2. If Peepl establishes that the Client's Appointees regularly request support or interventions for problems which a normally trained user of the SaaS Services could personally solve or with which the latter would experience no problems, Peepl is entitled to suspend its support obligations until the Client has had such Appointees or Users take the necessary training courses. Peepl shall try to reach a solution in mutual deliberation. If no solution can be reached, Peepl shall respect a notice period of at least one month before suspending the Support Services.

11. Guarantees

11.1. This Contract constitutes a supplement to any applicable guarantees and/or warranties for products delivered by Peepl and does not replace such guarantees and/or warranties.

12. Complaints and proof

12.1. Subject to proof to the contrary, any work, KPIs and log files measured by Peepl shall serve as full proof.

12.2. Without prejudice to the above and subject to penalty of forfeiture, the Client must lodge any complaint regarding failure to comply with the contractually agreed service levels (SLA) to Peepl (Private Limited Company) within a period of 1 month after he, she or it has received the reports in accordance with Article 11.1. The Client is hereby informed that such strict period is necessary to enable Peepl BVBA, where appropriate, to recover any losses incurred from its own supplier(s).

13. Duration of the Agreement

13.1. The Contract is concluded for the duration agreed between Parties, failing which a duration of one year applies. The Contract is automatically and tacitly extended for the same period, unless the Client or Peepl terminates it in writing, with due regard for a notice period of at least three months.

13.2. The Contract commences at the moment at which the services are activated. This date shall be stated on the first invoice.

14. Payment

14.1. The remuneration for the Support Services and maintenance services is arranged between Parties in the Contract. Any services delivered shall be invoiced once a month, unless Parties make other arrangements.

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Mockup Specific contractual terms and conditions for Web Application Development

A. General

1. Contractual relationship and parties

1.1 The Mockup Special contractual terms and conditions for Web Application Development contain the additional conditions and modalities relating to the general contractual terms and conditions applicable between the parties.

1.1. All price quotes, agreements, invoices, or other documents refer to these special contractual terms and conditions by using any of the following terms: "Special contractual terms and conditions for Web Application Development", "special terms and conditions for development", or "special conditions for Web application development".

1.2 The mutual relationship between the various contractual terms and conditions shall be governed by the provisions of Clauses 1.2. through 1.7 of the General contractual terms and conditions. The Customer acknowledges having received a copy of these General contractual terms and conditions.

2. Scope of application

2.1 These Special contractual terms and conditions for Web Application Development shall apply to all the Web Applications or parts of Web Applications developed by Mockup, in particular but not limited to the design, development, and implementation of front-end software and graphic design, back-end software, database development, etc., regardless of whether or not Mockup is fully or partially responsible for such development.

3. Definitions

3.1 **Cloud services or SaaS services:** The totality of the software and services provided under the Special contractual terms and conditions of Cloud Services.

3.2 **Data:** All immaterial data stored on the Account, in particular but not limited to personal data (relating to self and third parties), documents, photos, files, etc.

3.3 **Hosting Services:** All the services delivered by Mockup for the purpose of providing the Web Application, and in particular, but not limited to, making the Application and the Account wholly or partially accessible to the Customer and its end users via the Internet, the provision of access to the functionalities of the Application, and the processing of data and digital files in the Account.

3.4 **Web application:** Any software application that is accessible via the Internet or via intranet, either for the public at large or for a limited public, regardless of whether such access is made via a desktop, mobile device, or wearable, as well as any embedded software applications developed by Mockup.

B. Development of the Web Application

4. Scope of the development project

4.1 Prior to the development of the Web Application, the Customer and Mockup shall enter into consultations and record, in writing, the scope and properties of the Web Application to be developed. In particular, prior to the development, the following technical, graphic, and functional properties shall be established between the parties (if applicable):

- a. Design of the Web Application;
- a. Structure and the pages to be developed;
- b. Data and database structure;
- c. The manner in which users can access the Web Application (in the form of a website with front-end, a mobile app, a web service, server-side software or script, a wearable, etc.);

4.2 The provisions of Clause 4.1 will have been complied with if, prior to the commencement of the development, the Customer submits to Mockup a list of the desired properties, indicating the whole or part of the properties as per Clause 4.1 (for example, an *RFP (Request for Proposal)*).

4.3 The Customer acknowledges that a good collaboration and mutual communication are necessary for the development of the Web Application and that the information received by Mockup from the Customer is essential for the development of the Web Application. The Customer also acknowledges that all essential information concerning its wishes, including properties under Clause 4.1, must be notified to Mockup at the start of the development work. The Customer declares that it is aware that in view of the architecture of the Web Application, it may be impossible under certain circumstances to make certain changes or additions later on, or that such changes can only be implemented subject to payment of additional charges.

4.4 Unless otherwise agreed between the parties, the contract for development of a Web Application only comprises the work listed under Clause 4.1. The following interventions shall not form part of the contract with Mockup except where the same have been expressly agreed (non-limitative and non-exhaustive list):

- a. The design or drawing up of texts, logos, slogans, photo and video images, soundtracks, and/or other audio-visual or graphic material;
- b. Any integration or interface with the existing database or the existing management software of the Customer;
- c. Development of other applications such as a mobile version of the Web Application, presentations, a mobile app, external interface, etc.
- d. Data conversion;
- e. Translation of the source code into another programming language and of the user interfaces (texts, reports, and forms);
- f. The purchase by Mockup of images, audio or video materials, fonts, software modules, etc. necessary for the development of the Web Application;
- g. Populating the website with texts, photos or videos, data lists or databases, etc.

4.5 If, with the consent of the customer, Mockup has outsourced specific tasks or assignments to third parties, Mockup shall pass on the charges levied by third parties to the Customer.

5. Data provision

5.1 The recording and processing of all relevant information, data, texts, translations, audio-visual materials, etc. that enters the Web Application, unless otherwise agreed, and the provision of the same to the Customer.

5.2 The Customer shall be responsible for the accuracy and completeness of the information, data, texts, audio-visual materials, etc. provided to Mockup by the Customer, even if the same are provided by third parties. Inaccuracies and incompleteness in the above as well as the failure to provide the same in time shall be at the account and risk of the Customer, particularly if extra work is necessitated thereby.

5.3 The Customer shall always be bound to promptly and exhaustively notify Mockup of all shortcomings, defects, or faults in the properties or the design of the Web Application to be developed, which are known or should reasonably be known to it.

6. Development

6.1 Mockup shall develop the Web Application according to the rules of the trade, taking into account the properties agreed with the Customer in accordance with Clause 4.1.

6.2 Before commencing with the development, Mockup may request the Customer to provide written approval of the graphic and technical preliminary designs or prototypes of the Web Application. Wherever appropriate, Mockup shall have the right to suspend the further development of the Web Application until the Customer has given its written approval to Mockup.

6.3 If it is agreed that the development will be executed in phases, Mockup shall have the right to suspend the development of the Web Application until the Customer has accepted the previous phase in accordance with Clauses 7.1 through 7.10.

6.4 Mockup shall have total independence and discretion to determine the technical properties of the Web Application (programming language, server platform, database type, etc.). Mockup shall only be bound to use specific technical properties in the development of the Web Application if the same are agreed with the Customer.

6.5 The development of the Web Application by Mockup is a best-efforts obligation, unless it is expressly agreed in writing that Mockup has undertaken a commitment to achieve a specific and concretely described result.

7. Delivery and acceptance

7.1 If Mockup is to provide the Customer Hosting Services or Cloud Services, Mockup shall install and make available the same to the Customer via a test environment, after finalising the Web Application or, wherever applicable, a phase of the Web Application.

7.2 If the Customer does not purchase any Hosting Services or Cloud Services from Mockup, Mockup shall hand over the developed Web Application to the Customer on an information carrier determined by the Customer, or may provide the files of the same to the Customer online. Such provision shall be deemed to constitute **delivery**. The decisive point in time to determine delivery is the time of notification of provision to the Customer or the time of delivery of the information carrier. If Mockup uses a delivery document, the date of receipt of this delivery document by the Customer shall be decisive for this purpose.

7.3 After delivery and unless otherwise agreed, the Customer shall have a **test period of 2 weeks**, within which the Customer shall be bound to conduct extensive acceptance tests subject to the Web Application delivered, under its sole and exclusive responsibility. The Customer shall, among other things, verify the graphic design of the Web Application, the operation of the front-end - primarily the active and dynamic parts - and back-end, and check the completeness of the Web Application and the functionalities ordered. In addition, the Customer shall check specifically whether the Web Application delivered conforms to the properties agreed between the parties in writing as per Clause 4.1.

7.4 The Customer shall always carry out the acceptance tests with sufficient thoroughness and detail, and with adequately qualified Staff. In particular, the Customer shall execute all the test scenarios specifically notified by Mockup. Unless otherwise agreed in writing, the assistance to be provided by or on behalf of Mockup at the time of executing the acceptance test shall exclusively be at the expense and risk of the Customer.

7.5 The Customer shall send Mockup a written **test report** within the period stated in Clause 7.3. The Customer shall provide details of all the missing functionalities or bugs, if any, in such test report.

7.6 A bug is only deemed to have been demonstrated if it is reproducible and the Customer can accurately describe the bug in detail. The Customer is bound to describe each bug in detail, individually and specifically, in the report as per Clause 7.5.

7.7 During the test period, the Customer is prohibited to use the Web Application for operational purposes and to make the Web Application accessible to the public.

7.8 If, prior to the end of the test period, Mockup receives a written test report as per Clause 7.5, in which the Customer notifies Mockup of one or more errors or missing functionalities, Mockup shall, without prejudice to the provisions of Clause 7.10, develop the necessary corrections within a reasonable period of time. During the correction period, Clause 7.7 shall continue to apply. The corrections shall again be delivered to the Customer according to the provisions of Clause 7.1, and the Customer shall once again follow the acceptance procedure as per Clauses 7.3 through 7.5.

7.9 The Web Application is deemed to be **accepted** irrevocably, fully, and definitively if:

- The Customer accepts the Web Application delivered, or wherever applicable, the rectifications, without any further remarks, with or without additional interventions by Mockup as per Clause 7.8;
- The Customer starts using the Web Application for operational purposes or makes the same available to the public;
- The test period as per Clause 7.3 expires without the Customer having sent Mockup a test report as per Clause 7.5.

7.10 The acceptance of the Web Application may not be denied on grounds unrelated to the properties agreed between the parties as per Clause 4.1, including functionalities or properties, if any, that were not ordered, or are based on a defective or missing functionality that reasonably cannot be deemed to hinder the operational use of the Web Application. This acceptance shall apply without prejudice to the obligation of Mockup as per Clause 7.8. The acceptance of the Web Application may also not be denied in connection with aspects that can only be evaluated subjectively (style, design, etc.).

7.11 If the Web Application is delivered and tested in phases and/or parts, each phase shall be separately accepted via the acceptance procedure as per Clauses 7.1 through 7.10. If a particular phase and/or part is not accepted, this shall not affect the acceptance(s), if any, granted to an earlier phase and/or other part.

7.12 Acceptance of the Web Application as per Clause 7.9 shall constitute an irrevocable, full, and definitive discharge of Mockup in respect of the fulfilment of its obligations relating to the design and development of the Web Application. Such discharge also implies a dissolution of the right of the Customer to make a legal claim against Mockup in a court of law, with regard to the Web Application delivered and accepted, or the phase that has been delivered. This discharge shall not prejudice the Customer's rights on the grounds of Section E relating to warranty.

C. Provision via internet

8. Hosting and back-up

8.1 Unless the parties have made alternative agreements in this regard, the Customer acknowledges that as a consequence of the technical properties of the Web Application, the Web Application can only be made available for use via the Hosting Services or Cloud Services of Mockup or on a server that was previously approved in advance for this purpose by Mockup.

8.2 For the delivery of services relating to maintenance and/or management, in particular, the hosting and back-up of the Web Application and the provision of support to the Customer, the Parties shall, through the same price quote or otherwise, conclude a separate contract for the provision of Hosting Services, Cloud services, and/or support services.

8.3 The delivery obligation of Mockup shall exclusively involve the Web Application as per Clause B.4. The delivery, provision, or licensing of/on the server software and/or the auxiliary software required for the hosting and running of the site are not part of the delivery obligation of Mockup.

9. Domain name:

9.1 Unless the parties agree otherwise in writing, Mockup is not bound to register one or more domain names for the Web Application.

9.2 If the Customer has also ordered a domain name registration from Mockup, Mockup shall register their desired domain name via its services. Clause B.4.5 shall apply to registration expenses, if any.

D. Use of the Web Application

10. Right to use

10.1 Mockup grants the Customer a non-exclusive, non-transferable, and non-sub-licensable right to use the Web Application developed.

10.2 If Mockup has user manual(s) for the Web Application, it shall make the same available to the Customer. Mockup is not bound to draft specific user manuals or translations.

11. Source code

11.1 Unless agreed otherwise in writing, the Customer cannot enforce any rights on the source code, which shall be the exclusive property of Mockup.

11.2 Insofar as the Contract deviates from Clause 11.1, or if Mockup is bound in any manner whatsoever to release the source code developed, Mockup shall have the right to make such provision subject to various conditions, including the payment of remuneration of at least 25% of the invoiced development costs. Wherever applicable, the Customer shall handle the source code in accordance with Clause 6 of the General contractual terms and conditions, and further, the Customer shall never be permitted to wholly or partially disclose the source code to third parties.

11.3 Even in case of provision as per Clause 11.2, Mockup shall continue to have the right to use and/or to exploit the source code in question for other purposes or Customers, without any restriction.

11.4 The Parties recognise that a possible provision of the source code shall never result in the transfer to the customer of any intellectual property or of an extended right of use. Clause 14 of the General contractual terms and conditions and Clause 10.1 of these special terms and conditions shall continue to be fully applicable.

11.5 In view of the vital importance of the source code for the activities of Mockup, any infringement of the modalities and provisions relating to the provision of the source code as contained in this section shall always be regarded as a grave shortcoming by the Customer. For each infringement, damage compensation of €50,000.00 shall be owed without prejudice to the right of Mockup to prove and claim additional damage suffered.

12. Training

12.1 The training of the Customer or its Staff is not included in the charges for the Web Application, unless otherwise agreed between the parties. If the Customer wishes to have training for the use of the Web Application, Mockup shall have the right to charge the Customer the conventional rate for the training provided.

E. Warranties and liability

13. Warranty

13.1 Mockup guarantees that the Web Application shall work properly on the platform as stipulated in Clause B.6.4. The Customer also acknowledges that it is typical to the development of a Web Application that there is always a possibility that certain aspects of the Web Application may not work flawlessly or according to the wishes of the Customer. In particular, the Customer is aware and accepts that additional orders, if any, may possibly interfere with parts of the Web Application that had been developed earlier.

13.2 Mockup does not guarantee that the Web Application will run flawlessly and automatically with all the variants, new versions, or outdated versions of web browsers, (mobile) operating systems, and other software, if any, of the Customer. Mockup may at any time discontinue support for outdated versions of less common variants of web browsers and operating systems. The Customer acknowledges that each operating system and each version of an operating system or web browser has specific properties and consequently it may not be possible, without specific programming, to access a Web Application at all, or only imperfect access may be possible, in case an operating system or browser version is used, for which the Contract does not contain any provisions regarding compatibility.

13.3 Mockup does not guarantee that the Web Application will work flawlessly in connection with all the Equipment of the Customer. Work, if any, required to modify the Web Application according to new versions of web browsers, (mobile) operating systems, and any other software of the Customer is not included in the charges stipulated in Clause 18.

13.4 Mockup does not guarantee that the Web Application is suitable for the intended use, or will seamlessly adjust to the activities or business operations of the Customer, unless this purpose relates to one of the properties that has been explicitly agreed in accordance with Clause 4.1. If

the Customer's organisation imposes specific requirements in relation to the services, or is subject to specific risks, the Customer shall provide the relevant details and information to Mockup. Based on this information, Mockup shall, if so requested by the Customer, provide its cooperation with a view to implementing the necessary measures in order to fulfil these needs and/or risks to the extent possible.

13.5 As regards specific mobile Web Applications, Mockup only guarantees compatibility with the mobile operating systems (iOS, Android, Windows Phone, etc.) and versions of these operating systems that are explicitly stated in the Contract.

13.6 Work, if any, that may be required in order to make the Web Application suitable for new versions of web and internet browsers and other software, if any, is not included in the charges for the Web Application.

13.7 Mockup shall do its utmost to rectify errors in the display or operation of the Web Application within a reasonable period of time if the same are separately notified to Mockup with adequately specific details within a period of six months after acceptance. Clause 7.5 shall apply to such cases.

13.8 Any warranty obligation as per Clause 13.1 and any rectification obligation as per Clause 13.7 shall lapse irrevocably and definitively if the Customer makes changes to the Web Application either itself or through a third party. The Customer accepts that it is possible that additional orders and development work carried out later on shall always constitute an unforeseen interference with the Web Application.

13.9 Mockup shall never be obligated to restore damaged or lost data.

13.10 Mockup is not obligated to fix bugs that are reported after the expiry of the warranty period stated in Clause 13.7, unless the Customer concludes a maintenance contract with Mockup that imposes such a rectification obligation.

14. Liability

14.1 Without prejudice to the liability provisions in the *General contractual terms and conditions* applicable between the parties, all liability of Mockup for any other direct or indirect damage as a consequence of the failure to present, or the incorrect or incomplete presentation of the contents of the Web Application, is excluded.

F. Supplementary services

15. Domain name:

15.1 Mockup shall only be responsible to ensure the registration and renewal of one or more domain names if this has been explicitly agreed in writing in the Contract.

15.2 The Customer acknowledges that the use of a domain name is subject to the terms of use laid down by the relevant registration authority.

15.3 Mockup does not guarantee that it shall be able to register the domain name(s) that the Customer wishes. Mockup may also refuse to register or renew the registration if the Customer has any outstanding payment obligations with regard to Mockup.

15.4 The Customer shall be solely responsible for the notation and the composition of the domain name, and the use that will be made of the domain name.

15.5 The Customer shall be solely responsible for the use of the domain name, and undertakes to have only one or more domain names registered in which it has a lawful interest.

16. Search Engine Optimisation (SEO)

16.1 Mockup is only bound to provide services relating to *Search Engine Optimisation* (hereinafter referred to as: 'SEO') if this has been expressly agreed. Wherever applicable, Mockup shall make the necessary adjustments to the Web Application according to customary practice in order to obtain the highest possible score in the most popular search engines. In this connection, Mockup will only have a best efforts obligation, and it can in no way be held liable for the effective ranking ('*ranking*') of the reference(s) to the Web Application in the search results of the most popular search engines.

17. Data conversion

17.1 Unless otherwise agreed in writing, Mockup is not bound to perform any data conversion. If the Customer expressly requests the same, the Customer shall bear the full costs of such Data Conversion.

17.2 Mockup is not bound to provide services relating to the shifting of the Account and related domains of the Customer, either at the start or end of the Contract.

G. Price

18. Remuneration

18.1 In the absence of an expressly agreed payment schedule, all the amounts relating to the development of the Web Application shall be payable for each calendar month in each case. Mockup may also request the payment of an advance, which shall be paid on first request.

18.2 Unless agreed otherwise in writing or otherwise notified by Mockup, the remuneration for the use of the Web Application as per Clause 6.1 is included in the remuneration for the design and development work according to Clause 10.1 et seq.