

General Conditions Trigrr SRL/BV

1. Definitions

In the purchase order and these terms (together forming the "Contract"), the following terms have the meanings specified in this article (when capitalized):

"Trigrr SRL / BV": the public limited company "Trigrr SRL / BV," registered at Koningin Astridlaan 92, 1310 La Hulpe, VAT BE 0788.989.677;

"Bug": any defect in the Software that results in complete failure, a code error, an error message with execution trace, or a security breach, not directly caused by installation issues or incorrect configuration;

"Services": the online services within the Software that centralize and control all building technologies (electricity, HVAC, lighting, security, audio, etc.), intended for building managers, owners, and tenants, as described on the website www.trigrr.io;

"Customer": any natural or legal person, as well as any person who orders Services from Trigrr SRL / BV and/or enters into an agreement with Trigrr SRL / BV on behalf of or for the benefit of this legal entity. Every natural person is deemed to be at least 18 years old;

"Customer Data": all content, information, and data - including personal data - related to the partners, customers, and/or employees of the Customer (non-exhaustive list), entered and uploaded into the Tool by the Customer using the Services;

"Parties": Trigrr SRL / BV and the Customer;

"Tool" or "Software": the "Trigrr" solution developed by Trigrr SRL / BV, providing the Services;

"Website": www.trigrr.io and any Trigrr SRL / BV website related to the Software, in the country where Trigrr SRL / BV operates.

2. Tool

Trigrr SRL / BV has developed a tool and offers this Tool, through the "Trigrr" solution, for centralizing and managing building techniques, intended for building managers, owners, tenants, integrators, and building applications. This Tool, available as an application, offers integration of various Services, ensuring more efficient management for its Customers.

Upon conclusion of the Contract and for its duration, the Customer has access to the Tool and the Services, delivered in the form of IT solutions. This right of access simply implies the non-exclusive and non-transferable right to use the Tool and the Services.

3. Scope

By ordering the Services or entering into an Agreement with Trigrr SRL / BV, the Customer acknowledges having read and understood these Terms and Conditions. These terms and conditions always take precedence over the Customer's terms and conditions, even if they stipulate that they are the only valid terms.

The invalidity of one or more provisions of these terms and conditions, or part thereof, does not affect the validity and enforceability of the remaining provisions and/or the rest of the relevant provision. In the event of invalidity, the parties will negotiate the replacement of the invalid provision with an equivalent provision in line with these

terms and conditions. If the parties do not reach an agreement, the competent court may mitigate the invalid provision to the extent (legally) permissible.

In case of conflict between the purchase order and these terms and conditions of the Contract, the purchase order prevails.

4. Duration

The Contract applies from the date of signing by the Parties of the purchase order.

The Software and Services will be effectively activated on the date agreed upon in the purchase order and for a specified period (the "Initial Period"), unless otherwise stated in the purchase order.

The Contract is automatically renewed for a period of one (1) year, unless one of the parties suspends the contract in writing three months before the end of the Initial Period or any extension thereof.

The Customer can terminate any Service included in the Contract at any time before the end of the Initial Period or its extension by email. The termination takes effect at the end of the year following the date of termination notice sent to Trigrr SRL / BV. In this case, the Customer will pay 25% of all costs (license, etc.) that would have been invoiced if the Service had been provided until the end of the Initial Period or the end of any extended one-year period. Termination or suspension of a Service does not affect the execution of the other Services included in the Contract, which remain valid.

At the end of the Contract (due to expiration or early termination), before deactivation of the Tool by Trigrr SRL / BV, the Customer shall export the Customer Data using the available export tools. In this regard, Trigrr SRL / BV will inform the Customer that it can do so for a period of 12 months. If the Customer has not exported the Customer Data before the contract termination or within the period granted by Trigrr SRL / BV after termination, Trigrr SRL / BV will first archive the Customer Data, and then, after six (6) months have elapsed, Trigrr SRL / BV will delete the Customer Data.

At the end of the Contract (due to expiration or early termination), the Customer commits to granting access to the server, within 15 days of Trigrr's written request, to allow deactivation of the Software. Once the server is deactivated, Trigrr will notify the Customer. Failure to comply with this obligation within 60 days after the end of the Contract will result in a penalty equal to six months' license being charged to the Customer, without prejudice to additional damages if the damage is higher.

5. Order

The order placed by the Customer is the one formalized in the offer and signed by the Customer, which is returned to Trigrr SRL / BV (the "Purchase Order").

Trigrr BV's purchase order relates to the software license. The execution of the Services is performed by a certified Trigrr installer.

Trigrr SRL / BV reserves the right to impose a fixed fee equal to six months' license fee for the breach of the order if the Customer cancels an order, in whole or in part, after a period of three business days from the signing of the order but before activation of the Software/Services.

Unless otherwise agreed in writing by the parties, the execution of the Services does not include:

- The installation and configuration of the Software, as well as of the local server necessary for its proper operation, which is the responsibility of the integrator chosen by the Customer, i.e., its IT department or another person/entity designated by the Customer, expressly excluding any liability of Trigrr SRL / BV;

- System configuration to be done through the BOS interface, available at <https://bos.trigrr.io>;
- Support related to the configuration made by the Customer;
- Use of the system for purposes for which it was not designed;
- Remote troubleshooting when the Customer uses network hardware or firewalls that do not allow connection to the server;
- Configuration of peripheral equipment provided by the Customer;
- Resolution of internet access issues that the Customer has with its service providers;
- Resolution of issues related to the associated internal cabling.
- The professional or private use of the order must be mentioned no later than the signing of the purchase order.

Trigrr SRL / BV may, before accepting the Purchase Order, demand payment of a deposit equal to 25%.

6. Obligations of the Parties

6.1. Obligations of Trigrr SRL / BV toward the Customer

Trigrr SRL / BV will make all reasonable efforts to ensure easy access to the Software and the security, reliability, and proper operation of the Software with as few interruptions as possible. Trigrr SRL / BV undertakes to limit the possible unavailability of the service to a minimum (minimum 99% local server availability) and to regularly inform the Customer about the duration of this unavailability. Trigrr SRL / BV will use all necessary skills and care to deliver the Software/Services and assures the Customer of the quality standards generally applicable to this type of Tool, and that the Tools at all times conform to the documentation made available by Trigrr SRL / BV.

For the duration of this Contract, Trigrr SRL / BV agrees to make all reasonable efforts to remedy any Bug in the Software that can be reported by following the required procedure (i.e., first-line support by the chosen service integrator; we process each issue reported by the integrator within 8 business hours).

It is, however, expressly agreed that any issue related to the use of the Software in connection with building techniques/equipment by building users shall first be submitted to its IT integrator, IT department, installer, or partner responsible for the installation to determine its origin. Only a Bug related to the Software and its operation, explicitly and in advance confirmed by the Customer's partner who has performed verification, will be processed by Trigrr SRL / BV. In the event that the Customer does not follow this procedure and contacts Trigrr SRL / BV directly, Trigrr SRL / BV reserves the right to charge the Customer, at its usual hourly rate, for hours of investigation if it is determined that the issue was not caused by a Software Bug.

To maintain the integrity of its Software and/or Services, or to protect their delivery, in consultation, Trigrr SRL / BV reserves the right to take measures and provide instructions that Trigrr SRL / BV deems necessary to prevent or remedy any disruption of the Software and/or Services to the Customer or to third parties. These measures may include interrupting the Software and/or Services. The Customer shall promptly comply with all reasonable instructions of Trigrr SRL / BV in this regard.

Trigrr SRL / BV may change the Software or Services at any time to comply with applicable regulations, after notifying the Customer in writing within a reasonable period.

6.2. Obligations of the Customer toward Trigrr SRL / BV

The Customer shall ensure:

- Installation and configuration of the Software and a local server required for its proper operation by a certified service partner;
- That all information related to their operation and any issues are communicated to Trigrr SRL / BV within a reasonable time;
- Compliance with all applicable legal requirements;
- Compliance with the security recommendations described in these terms and conditions or provided by Trigrr SRL / BV;
- Use of only components (services and equipment) that can be combined with each other both in terms of protocol and technology;
- Not using the Software for illegal purposes;
- Maintaining confidentiality and not disclosing information regarding the Software or rates to a third party without the prior consent of Trigrr SRL / BV (unless such information is already in the public domain or is legally required);
- Granting access to the server (physically and/or remotely);
- Informing Trigrr SRL / BV immediately if passwords or confidential information disclosed by Trigrr SRL / BV to the Customer have been communicated to an unauthorized user;
- Not delivering, renting, or selling the Software/Services without the prior written consent of Trigrr SRL / BV;
- Complying with reasonable requests from Trigrr SRL / BV to ensure compliance with these terms and conditions.

The Customer shall indemnify Trigrr SRL / BV against all claims, losses, liabilities, expenses (including legal costs), and expenditures that Trigrr SRL / BV may incur as a result of the use or misuse by the Customer (or the Customer's customer) of the Software/Services, provided that:

- Trigrr SRL / BV promptly notifies the Customer of such a claim;
- Trigrr SRL / BV provides the Customer with reasonable assistance in defending against the claim.

This indemnification does not apply to the extent that a claim or a portion of a claim is a direct result of wrongful actions by Trigrr SRL / BV.

7. Price - Invoicing – Payment

7.1. Price

The annual price for the Software license shall be agreed upon in writing in the purchase order. The chosen package type has been agreed upon by the parties based on the estimated needs of the customer in terms of the required functionalities.

The license price is calculated based on the total surface area of the building or the surface area operated by the end user.

Any communicated surface area that does not correspond to the actual surface area as described above will result in a retroactive recalculation with a penalty of 20% on the annual license fee and any relevant options.

All prices are exclusive of taxes (VAT, sales tax, usage tax, etc.), customs duties, levies, transportation costs (including insurance costs, etc.) which are the responsibility of the Customer. If Trigrr SRL / BV pays these costs, the Customer agrees to pay all amounts due immediately upon receipt of the invoice. If the Customer claims that no value-added tax or other taxes should be charged and/or that they are exempt from these taxes, they must provide full proof of this to the satisfaction of Trigrr SRL / BV.

Unless otherwise agreed, prices are stated in euros.

The price may be indexed at each term corresponding to a multiple of the original commitment based on the development of the consumer price index: Consumer Price Index (end contract date) / Consumer Price Index (contract start date) * annual license price. It is expressly agreed that the waiver of indexing by Trigrr SRL / BV is only valid if communicated in writing and that indexing shall never result in a lower price than the last applied price.

Without prejudice to the preceding paragraph, Trigrr SRL / BV reserves the right to annually review its prices but will inform the Customer 30 days in advance. In case of a price increase, the Customer has the right to terminate the relevant Services free of charge by notifying Trigrr SRL / BV within 6 months. In the event that Trigrr SRL / BV is required to revise its prices to comply with a change in applicable law, regulation, or code of conduct, Trigrr SRL / BV will inform the Customer as soon as possible, depending on the circumstances, and in both cases, the notice will contain all information required by law (including a possible right of termination).

Any hours worked by Trigrr SRL / BV for services not included in the purchase order will be invoiced at the hourly rate of €150.00 excluding VAT.

7.2. Invoicing

Unless otherwise specified in the purchase order, Trigrr SRL / BV invoices the Customer on a quarterly basis, in advance.

Each invoice includes both the chosen package and surface area, as well as the costs for additional options on the planned license (calculated on the day of invoicing).

The first invoice will be issued by Trigrr SRL / BV from the date agreed upon for the activation of the Software, as specified in the purchase order.

Trigrr SRL / BV will invoice the Customer at the invoicing address listed on the purchase order or based on information provided by the Customer in writing to Trigrr SRL / BV. Trigrr SRL / BV has the right to issue electronic invoices unless the Customer expressly requests paper invoices.

7.3. Payment

Unless otherwise specified, invoices from Trigrr SRL / BV are payable in euros within the indicated period.

If a third party is designated as the paying party, provided that Trigrr SRL / BV has agreed to this, the Customer remains jointly and severally liable for payment.

Any complaints regarding an invoice must be thoroughly motivated and sent to Trigrr SRL / BV in writing within 30 days of the invoice date, failing which the invoice shall be deemed accepted. In case of dispute over an invoice, the Customer shall pay the undisputed amount within the term specified on the invoice. If Trigrr SRL / BV rejects the claim for the disputed amount, the Customer is obliged to pay the disputed amount within the term specified in this Contract or immediately if the term has already expired.

Unless otherwise agreed between the Parties, all invoices from Trigrr SRL / BV shall be paid within 30 days of the invoice date.

Unless otherwise agreed between the Parties, in the event of non-payment of an invoice within the terms indicated on the invoice, for any reason whatsoever, and after prior notice of default and non-payment within

30 days of such notice of default, all subsequent payments until the end of the First period (or the end of any extended one-year period) shall become immediately due and payable.

Furthermore, Trigrr SRL / BV reserves the right, in such case, to suspend the provision of access to the Software from the 15th day after the dispatch of the notice of default regarding payment. Finally, Trigrr SRL / BV reserves the right to terminate the Contract after the 30th day following such notice of default for persistent non-payment, but this only applies to unpaid and undisputed invoices.

8. Warranty – Liability of Trigrr SRL / BV

8.1. Warranty

During the term of this Contract, Trigrr SRL / BV agrees to use reasonable efforts to perform the Services in accordance with generally accepted industry standards, provided that:

- The certified service partner was first-line mentioned;
- The Customer provides adequate information necessary for issue resolution;
- All amounts owed to Trigrr SRL / BV have been paid.

Trigrr SRL / BV shall not be liable for incorrect delivery of the Services if it results from incorrect, incomplete, or untimely delivery of information by the Customer and/or third parties.

8.2. Responsibility

Both parties acknowledge that Trigrr SRL / BV is liable for any Software Bugs. Trigrr SRL / BV is not liable for the consequences of undesirable behavior of hardware components or damage to hardware components. These hardware components must, in any case, be equipped with safeguards. However, as outlined in Article 6.1, Trigrr SRL / BV will employ all reasonable means to ensure easy access to the Software and the security, reliability, and proper operation of the Software with minimal interruptions. Trigrr SRL / BV agrees to limit the potential unavailability of the service to the maximum and to regularly inform the Customer about the duration of this unavailability.

Notwithstanding the foregoing, Trigrr SRL / BV's liability is expressly limited to the compensation of damages resulting directly from gross negligence or fraud, willful misconduct, and deceit by Trigrr SRL / BV.

If Trigrr SRL / BV is held liable, its liability is strictly limited to direct and personal damages, excluding any indirect or consequential damages such as additional costs, loss of profits, loss of opportunities, loss of revenue, etc.

In all cases, Trigrr SRL / BV's maximum liability to the Customer is limited to the total amounts paid by the Customer to Trigrr SRL / BV during the calendar months preceding the cause of the damage.

The Customer is liable to Trigrr SRL / BV for the use of the Software and Services by any of its employees, consultants, subcontractors, or other individuals to whom it has granted access to the aforementioned Software/Services. The Customer shall indemnify and hold Trigrr SRL / BV harmless in the event of a third-party claim for the use or misuse of the Software or Services by the Customer, its personnel, consultants, contractors, subcontractors, or any other person to whom it has granted access to the said Equipment/Services. In the event of such a claim, the Customer shall cooperate in good faith with Trigrr SRL / BV to defend against this claim.

The connection scenarios are devised by the Customer and/or one of its suppliers; the solutions and the results of the implementation of Trigrr SRL / BV's technology are validated by the Customer. The consequences of the implementation of these solutions and connection scenarios, technical or physical damage, are the exclusive responsibility of the Customer. The Customer shall have the scenarios tested, certified, or validated by fire experts or suitable technical experts.

9. Personal Data - Privacy Protection

If a customer-specific Data Processing Agreement (DPA) has been concluded, it takes precedence over Article 9 of these general terms and conditions.

9.1. Trigrr SRL / BV as a Data Controller

The personal Customer data as mentioned above are recorded in Trigrr SRL / BV's database.

The data are processed for the purpose of executing the Contract, traffic management, identification of activated components, customer management (such as invoice generation, monitoring, receipt, verification, and possibly payment collection, dispute management), fraud prevention, and the prevention and detection of contractual or legal breaches, as well as marketing and market research related to the Services. In the latter case, the data may be shared with market research agencies.

The data will be retained for as long as necessary for the above-mentioned purposes and in accordance with relevant legislation. In the context of marketing and market research, the data will be retained for a period of one year after the termination of the Customer's order to inform the former Customer about new products, services, and promotions of Trigrr SRL / BV.

By sending a signed and dated request to the registered office address of Trigrr SRL / BV, the Customer and/or end user may access their personal data held in the files of Trigrr SRL / BV and request rectification. The Customer and/or end user may object at any time to the use of their personal data, including electronic contact information, for marketing and market research purposes.

Trigrr SRL / BV is authorized to process and store the personal data of Customers who fail to meet their contractual obligations and to transfer this data to companies affiliated with Trigrr SRL / BV, either directly or with the assistance of a third-party company of its choice.

Some data (such as location data) may be anonymized by Trigrr SRL / BV (rendered non-identifiable) and these anonymous data may then be used for statistical purposes, shared with third parties, or commercialized.

By providing their data, the Customer expressly consents to Trigrr SRL / BV processing the data as described above, for the purposes described above. If the Customer is not the end user, the Customer shall ensure that the end user is informed of their rights and obligations under the Contract and obtains the necessary consent from the end user for the application of these terms.

In accordance with European Regulation No. 2016/679/EU of April 27, 2016, the Customer has the right of access, rectification, data portability, and erasure or restriction of processing. The Customer may also, on legitimate grounds, object to the processing of data concerning them.

The Customer may exercise their rights by contacting privacy@trigrr.io, provided a valid identification document is presented.

9.2. Trigrr SRL / BV as Data Processor

The Customer acknowledges that, with regard to the processing of Customer data, they act as the data controller and Trigrr SRL / BV as the data processor. All arrangements between the Parties in this regard fall under the provisions of this article.

The definitions of "Personal Data," "Data Controller," and "Processing" have the same meaning as in Regulation (EU) No. 2016/679 and Directive 2002/58/EC, and in all regulations or legislation amending or replacing them (collectively, the "Data Protection Laws").

The Parties agree that Customer data may contain Personal Data, for which the Customer is the Data Controller. Such data will be processed by Trigrr SRL / BV in accordance with the Customer's instructions, through the use of the Services requiring a database, or if the Customer transfers its database or any part thereof to Trigrr SRL / BV, or for any other reason related to the performance of this Contract.

This processing will be carried out in accordance with the Data Protection Laws. In particular, Trigrr SRL / BV undertakes to:

- (a) Process the Personal Data only when and as requested by the Customer, and for the purpose of executing one of the Services under the Contract;
- (b) Ensure that all Trigrr SRL / BV staff authorized to process Personal Data are subject to a duty of confidentiality;
- (c) Implement and maintain appropriate technical and organizational security measures to protect Personal Data against unauthorized or unlawful processing, and against accidental loss, destruction, damage, theft, alteration, or disclosure;
- (d) Immediately inform the Customer of any request for Personal Data made to Trigrr SRL / BV in connection with Customer data;
- (e) Immediately notify the Customer upon becoming aware of any unauthorized, accidental, or unlawful processing, access to, or disclosure of Personal Data;
- (f) Notify the Customer when the processing instructions provided by the Customer, in Trigrr SRL / BV's opinion, contravene Data Protection Laws;
- (g) Provide the Customer with all information necessary to demonstrate compliance with Data Protection Laws and reasonably allow for and contribute to audits, including inspections, carried out by the Customer for this purpose;
- (h) Permanently delete copies of the Data in the possession of Trigrr SRL / BV, or return such Data, at the Customer's option, upon termination of this Agreement. Regarding points (d) through (f), the Customer agrees to provide Trigrr SRL / BV with valid contact information as required for notification to the Customer's data protection officer.

The Customer expressly agrees and accepts that Trigrr SRL / BV may store and process aggregated data (i.e., on an anonymous basis, so that it is no longer identified as Personal Data) for the purpose of analyzing, measuring, studying, and possibly disclosing to third parties and commercializing it.

10. Intellectual Property Rights

Trigrr SRL / BV owns all rights, titles, or interests in and to the software, technology, information, or code related to the Software or Services provided to the Customer, including all portions, copies, or modifications thereof ("Software"). Consequently, the access rights granted to the Customer imply only the right to use the Software and Services, subject to payment.



Trigrr SRL / BV grants the Customer a non-exclusive and non-transferable license to use all technical and commercial documents related to the Software/Services. These documents may not be transmitted to a third party without the prior written consent of Trigrr SRL / BV.

The Customer expressly acknowledges that the Software contains technical and confidential information owned by Trigrr SRL / BV. The Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary notices in the Software. The rights granted by the Contract or the use of Trigrr SRL / BV's Software do not confer any ownership rights over Trigrr SRL / BV's intellectual property, including patents, copyrights, trademarks, intellectual property, or know-how.

The license to use the Software applies only on the condition that the Customer has fulfilled all payment obligations.

The Customer acknowledges that they may use the Software under license only in accordance with the Contract and solely for their own needs and those of Trigrr's end users, and in no other way. The Customer has no right or interest in the Software except a non-exclusive right to use it as part of the equipment on which it is installed.

Unless expressly permitted by law and only in the circumstances in which the law expressly allows it, the Customer may not alter, modify, adapt, or translate the Software in any way, nor may they decompile, reverse-engineer, disassemble it, or attempt to do any of these.

The Customer must prohibit any third party from using the Software in any way other than the integrator responsible for project execution or maintenance. The Customer must treat the Software as strictly confidential and may not disclose it in whole or in part to any third party. The Customer shall ensure that their employees comply with these confidentiality and non-disclosure obligations.

The Customer commits not to reproduce, decompile, or provide the intellectual property of Trigrr SRL / BV to third parties, directly or indirectly. The Customer is liable for all damages, including the loss of anticipated profits, incurred by Trigrr SRL / BV as a result of such unauthorized use, copying, or reproduction.

The Customer will allow Trigrr SRL / BV to audit the Customer's use of the Software to verify the Customer's compliance. Trigrr SRL / BV has the right to enter the Customer's premises (therefore, the Customer irrevocably grants permission to Trigrr SRL / BV to enter these premises for the aforementioned purposes). Trigrr SRL / BV may conduct an audit every 12 months (during business hours) and will make every effort to minimize disruption to the Customer. If Trigrr SRL / BV wishes to conduct an audit, the Customer will be notified 30 days in advance. If no Customer personnel are available to facilitate the audit at that time (e.g., due to vacations), the Customer shall propose a new date as close as possible to the date suggested by Trigrr SRL / BV.

Trigrr SRL / BV is entitled to immediately and automatically terminate the Customer's license by written notice to the Customer if the Customer fails to fulfill any of its obligations under this article. In the event of such termination, the Customer must return the Software and all copies to Trigrr SRL / BV, or, at Trigrr SRL / BV's option, destroy them and certify that they have been destroyed. Upon termination of the license, the Customer must also remove the Software from its computer system and certify that this has been done.

Upon delivery to the Customer, the Software must provide the means and functionalities described in the product description and documentation. The Customer agrees that its sole remedy in case of a defect is for Trigrr SRL / BV to provide a correction of programming errors documented and qualified by Trigrr SRL / BV as such. Such qualification will be determined after examination and is the result of a Bug in an unaltered version of the Software not caused by equipment failure on which the Software is running, or by software or hardware not recommended or approved by Trigrr SRL / BV, or by improper handling or use of the Software by the Customer, its representative, or its partner. All warranties below apply only to the Customer and are solely for the benefit of the Customer. Trigrr SRL / BV makes no assurance or warranties regarding any computer equipment.

Without prejudice to article 8.2 above and within the limits of the same article, Trigrr SRL / BV shall indemnify the Customer against any claim in the event that the normal use or possession of the Software infringes the intellectual property rights of a third party, provided that (i) Trigrr SRL / BV has complete and immediate control over the claim, (ii) the Customer does not compromise Trigrr SRL / BV's defense against such a claim, (iii) the Customer provides all reasonable assistance in the context of such a claim (if the software contains third-party IP for which Trigrr has not obtained the appropriate permission, the Customer cannot be expected to bear any costs as a result), (iv) the claim is not the result of using the Software other than in accordance with the Contract or in combination with equipment or programs not provided or approved by Trigrr SRL / BV, and (v) if parts of the Software that infringe the intellectual property of a third party are replaced to ensure proper use. The foregoing constitutes Trigrr SRL / BV's sole liability to the Customer with respect to any infringement of the intellectual property rights of any third party.

The Customer shall notify Trigrr SRL / BV as soon as they become aware of any unauthorized use of all or part of the Software.

11. Technical and Security Instructions

The following instructions set forth, in a non-exhaustive manner, the technical and security guidelines that the Customer of Trigrr SRL / BV and end users must adhere to when using the Software and Services. Non-compliance with these recommendations' releases Trigrr SRL / BV from any liability.

General Instructions

The Customer shall ensure that all of its employees, consultants, subcontractors, agents, and other representatives are made aware of these recommendations so that they may comply with them. The Customer shall take all reasonable measures to prevent its equipment, personnel, subcontractors, agents, and other representatives from causing damage to Trigrr SRL / BV's property (including software, data, and corporate image).

This includes data loss, data corruption, and service interruptions related to:

- Incorrect configurations, errors, breaches, false maneuvers, and data changes;
- Spread of viruses, Trojans, backdoors, or any other form of malicious code.

Logical Access Recommendation

The recommendations in this section apply only when the Customer or the employees, consultants, subcontractors, agents, and other representatives of the Customer need access to Trigrr SRL / BV's systems, applications, or data.

All information hosted on Trigrr SRL / BV's systems is confidential unless expressly stated otherwise.

If Trigrr SRL / BV provides a password, it must be remembered by the person using it.

All paper and computer copies of these passwords must be kept in a secure place.

Under no circumstances should these passwords be written visibly on devices.

These passwords must be strong passwords. The following guidelines can be used to enhance password security:

- Minimum of 8 characters;
- At least one lowercase letter, one uppercase letter, and one digit;

- At least 2 characters different from a common word, name, or brand;
- Different from the login.

These passwords must be changed regularly and immediately if there is a risk that they are no longer secure (e.g., when employees, consultants, subcontractors, agents, and other representatives of the Customer who know the passwords or codes leave the company, etc.).

Trigrr SRL / BV's access rights may only be used for strictly professional purposes.

Physical Access Recommendation

The Customer shall implement a physical security procedure in accordance with best practices to prevent the employees, consultants, subcontractors, agents, and other representatives of the Customer from accessing Trigrr SRL / BV's goods.

Misuse of the Services

All services provided by Trigrr SRL / BV are implemented based on the Customer's specifications. In case of misuse of the Service, the Customer is solely responsible. Therefore, Trigrr SRL / BV advises the Customer to establish a validation mechanism for all new Services. The Customer must also assess the risk of internal misuse, as Trigrr SRL / BV cannot be held liable in case of misuse of the Services requested by the Customer.

Use of the server on which the Trigrr SRL / BV solution is installed

The local dedicated server may only be used for the solution installed by Trigrr SRL / BV. In no case should any other software be installed other than the operating system and the server's security systems. Failure to comply with this obligation releases Trigrr SRL / BV from all responsibility.

Server Location

The server must be installed in a room with compliant, ventilated electrical installation and must, in general, comply with all recommendations in the manufacturer's server documentation.

12. Termination by Trigrr SRL / BV and Suspension of Software/Services

Without prejudice to other rights or remedies available to it (and in particular Article 7.3), Trigrr SRL / BV may terminate the Contract in whole or in part without judicial intervention or suspend the provision of a Service at any time in the following cases:

- Bankruptcy of the Customer;
- An order from a government authority or regulatory body to close/suspend the services;
- Expiry or revocation of the permissions and licenses necessary for the provision of the Services;
- Material breach by the Customer of any of its contractual obligations, when the Customer has not taken steps to remedy the breach within ten (10) days after being notified of it in writing by Trigrr;
- Force majeure;
- If the suspension under this article lasts for more than fifteen (15) days.

The above-mentioned grounds for termination/suspension do not prejudice other grounds for termination/suspension that may exist in other specific terms or any other contractual document forming part of this Contract.

In the event of suspension/termination of the Agreement, the Customer shall not be entitled to claim damages from Trigrr SRL / BV.

13. Confidentiality

The Customer agrees to treat as confidential all information (in any form whatsoever) disclosed during the execution of the Contract (hereinafter referred to as "Confidential Information"). This obligation applies for the duration of the agreement and for two (2) years after the termination of the agreement. The Customer agrees not to use the Confidential Information for any purpose other than as necessary to perform the Contract. The Customer shall protect the confidentiality and avoid unauthorized disclosure and use of the Confidential Information with the same care it uses to protect its own confidential information and in no event with less than a reasonable degree of care.

The Customer shall not reproduce, copy, advertise, or otherwise disclose the Confidential Information in any form or manner to any third party without the express prior written consent of Trigrr SRL / BV. Trigrr SRL / BV reserves the right to withdraw this consent at its discretion.

The Customer shall promptly inform Trigrr SRL / BV of the disclosure, loss, or destruction of Confidential Information.

The following information shall not be considered Confidential Information: (i) information that is known or becomes publicly known other than through the fault of the receiving party; (ii) information disclosed to the Customer by a third party that has the authority to disclose such information and does not breach any confidentiality obligation by disclosing it; and (iii) information independently developed by the Customer without reference to the Confidential Information.

14. Subcontracting and Assignment

Trigrr SRL / BV may subcontract the delivery of the Software and/or Services to a third party with the prior consent of the Customer.

15. Miscellaneous

15.1. Revocation

In accordance with the Economic Law Code, a customer who would be defined as a "consumer" within the meaning of the said Code (hereinafter the "Consumer Customer") has the right in certain cases to revoke the agreement without giving any reason within a period of fourteen (14) days from the day of concluding the agreement corresponding to the first event between the date (i) of signing the order form (ii) of payment of the deposit. To exercise his right of revocation, the Consumer Customer must notify Trigrr SRL / BV of his decision to revoke the Contract before the expiry of the aforementioned period by means of an unequivocal statement. For this purpose, the Consumer Customer may make an unequivocal statement informing Trigrr SRL / BV of his decision to withdraw by email. Trigrr SRL / BV shall refund all payments received from the Consumer Customer without undue delay and in any case within fourteen (14) days from the date on which Trigrr SRL / BV is informed of the Consumer Customer's decision to withdraw. Unless expressly requested otherwise, the refund shall be made using the same means of payment as that used for the initial payment and shall not incur any additional costs. In the event that the provision of services has commenced, the Consumer Customer shall pay to Trigrr SRL

/ BV an amount proportional to what has been provided until the Consumer Customer has informed Trigrr SRL / BV of the exercise of his right of revocation with respect to all services provided in the order form. The proportional amount to be paid by the Consumer to Trigrr SRL / BV shall be calculated based on the total price agreed upon in the order form.

15.2. Severability

If one or more provisions of this Contract are held to be invalid, illegal, or unenforceable by a court or authority, they shall be interpreted in accordance with applicable law, with the original intent of the parties being approached as closely as possible. The other provisions of the agreement shall not be affected thereby. In the event of invalidity, the parties shall negotiate the replacement of the invalid provision with an equivalent provision in accordance with these general terms and conditions. If the parties fail to agree, the competent court may mitigate the invalid provision to the extent permitted by law.

15.3. Notices

To be valid, all communication between the parties must be sent by letter and/or by email to the contact points specified in the order form.

15.4. Non-Waiver of Rights

The fact that one of the parties does not exercise its rights cannot be considered as a waiver of its rights.

15.5. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the delivery of the Software and the Services, excluding all prior written or oral communications, proposals, or agreements.

15.6. Amendment

Any amendment to the contract shall be valid only if expressly accepted by both parties in writing.

15.7. Applicable Law

The Contract shall be governed by Belgian law.

15.8. Jurisdiction

Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of Walloon Brabant (Belgium).



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15.9. Insurance

Trigrr SRL / BV is insured for damages to its customers up to a maximum amount of €2,500,000.00. If the Customer believes that the damage could be higher, they shall notify Trigrr SRL / BV accordingly and bear the additional premium.

15.10. Communication between Parties

All communication between Trigrr SRL / BV and the Customer shall be conducted via email.