EXALATE – GENERAL TERMS AND CONDITIONS

V2.4 – valid from Jan 2026

1. Introduction

1.1. The present general terms and conditions are applicable to each Order executed between Exalate and Customer and to all subscriptions to the Exalate Software purchased by the Customer from Exalate.

1.2. These general terms and conditions can be modified based on custom agreements as documented in the Order.

1.3. Customer agrees to waive its own general and special conditions, even where it is stated therein that only those conditions apply and even if such conditions were not protested by Exalate. These terms and conditions shall prevail over any differing or additional conditions proposed by Customer, including, without limitation, those contained in any purchase order issued by Customer.

1.4. If you are an employee (or contractor) of the Customer entering into this Agreement on behalf of the Customer, you represent and warrant that (i) you have full legal authority to bind the Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the Customer to this Agreement.

2. Definitions

2.1. Capitalized notions used throughout these general terms and conditions shall have the meaning given to them below, unless stated otherwise:

a) **"Agreement"** means jointly the present general terms and conditions, the applicable Order and the EULA (including any attachments to the EULA). Please see "EULA" below.

b) **"Customer"** means the legal entity entering into contractual relations with Exalate, as identified in the Order.

c) **"Effective Date"** means the effective date as specified in the relevant Order.

d) **"EULA"** means the end user license agreement either a) available under following hyperlink https://static.exalate.com/legal/eula-addons.pdf or b) as otherwise made available in the Software upon the Customer's first use or c) as an exhibit to the Order. The version of the EULA attached as an exhibit to the Order shall have prevalence in case of contradictions with a version made available under the hyperlink or in the Software upon the Customer's first use.

e) **"Subscription Term"** means the subscription term set out in the Order.

f) **"Exalate"** means EXALATE NV, a company organized and existing under the laws of Belgium having its registered office at IJzerenpoortkaai 3 bus 37 , 2000 Antwerp, Belgium and registered with company number 0834.937.594.

g) "**Order Form"** means the written or electronic order form executed between the Parties regardless of its designation (e.g. "proposal", "quotation", "product order" or similar), indicating the financial conditions, nature, number, and other specifics of the subscription to the Software.

h) **"Self-Service"** means the online functionality made available by Exalate through its website or within the Software that enables the Customer, through its employees or contractors, to purchase subscriptions to the Software. The Self-Service shall specify the financial conditions, nature, number, and other specifics of the subscription to the Software.

i) **"Order"** means the process through which a Software subscription is purchased, whether (i) by executing an Order Form or (ii) by completing the Self-Service purchase flow.

j) **"Party"** or **"Parties"** means the Customer or Exalate individually (as the context requires), or the Customer and Exalate collectively.

k) **"Software"** means the Exalate software as specified in the Order.

l) **"Terms and Conditions"** means the present general terms and conditions**.**

m) **"Payment Due Date"** means the date that the payment must be fully received by Exalate. Unless stated otherwise on the Order, the payment due date is calculated as thirty (30) calendar days from the invoice date.

3. Software Subscription

3.1. By placing an Order, and subject to the provisions of this Agreement, the Customer hereby purchases a subscription to use the Software (hereafter, the **"Subscription"**). To that end and in consideration of the Customer's timely payment of the applicable fees, Exalate grants the Customer a license to use the Software during the Subscription Term subject to and in accordance with the provisions of the EULA and the Order. The scope of the Subscription is limited to the modules, functionalities, number of users, number of workspaces, number of instances, and volumes (if any) as specified in the Order. Exalate may make future features and functionalities subject to the payment of additional license fees and/or additional conditions. No access to or use of the Software is allowed if the Customer does not agree to the EULA.

3.2. Where an Order is placed by an employee or contractor of the Customer through the Self-Service functionality, such person represents and warrants that they have full authority to bind the Customer. Exalate is entitled to rely on any Order submitted through the Self-Service functionality as a valid and binding act of the Customer. The Customer acknowledges and agrees that all Orders placed by its employees or contractors shall be deemed to have been made by the Customer and shall validly bind the Customer.

3.3. Each Subscription shall commence on the Effective Date and shall continue for the duration of the Subscription Term and shall renew automatically, for successive one (1) year terms (each, a "Renewal Term") unless either Party delivers written notice to the other Party terminating this Agreement not less than sixty days prior to the expiration of the Initial Term or any Renewal Term. Except as otherwise agreed by the Parties in writing, this Agreement will continue upon the same terms and conditions during any Renewal Term. "Term" refers to the Initial Term and any Renewal Term.

3.4. Verification of Use. In case of volume-based Subscriptions such as subscriptions based on user count, number of transactions or any other combination, Customer will monitor its own use of Exalate and report any use in excess of the usage metrics and volumes contracted. Exalate may monitor use to verify compliance with usage metrics, volumes and the agreement. Concerning the Jira user count, fees related to user upgrades may apply and need to be reported before the renewal date, according the Atlassian marketplace regulations.

4. Professional Services

4.1. If specific scripting or onboarding services are required, they will be described in the Order. If Exalate is requested to provide professional services—excluding onboarding and support services—such professional services shall be subject to a separate statement of work.

4.2. The Customer shall make the necessary arrangements to enable Exalate to perform the Services, including ensuring consistent, stable, and fast remote connectivity, as well as providing the required authorizations for remote access to the Customer's systems. If any Service, in whole or in part, cannot be provided by Exalate due to an issue attributable to the Customer, and the Customer fails to provide Exalate with reasonable advance notice, the time spent by Exalate's Consultants on such Service shall be charged to the Customer.

4.3. Any modifications made by the Customer that materially degrade the core functionality of Exalate shall not be covered by the standard support services.

4.4. All dates related to the performance of the Services are estimates, and time shall not be deemed to be of the essence.

5. Fees and Payment Terms

5.1. Any recurring subscription fees shall be payable in advance on a monthly or yearly basis (as indicated in the Order) as from the Effective Date.

5.2. The Customer's Subscription shall only be activated, and the production license to the Software shall only be delivered upon full payment of the applicable fees.

5.3. Upon renewal of the Subscription, Exalate may increase the applicable fees. In such case, Exalate will notify Customer thereof in advance and the increased fees will apply at the start of the renewed Subscription. If the Customer does not agree to this price increase, the Customer shall have the right to terminate its Subscription at the end of the then-current term by giving written notice to Exalate.

5.4. All invoices are payable before the Payment Due Date. If the Customer disputes an invoice (or any portion thereof), the Customer must notify Exalate in writing of the nature of such dispute within five (5) business days after the invoice date, failing which the invoice shall be deemed accepted by the Customer. The undisputed portion of the invoice shall be paid as set forth herein. If the Customer fails to pay any outstanding amounts, Exalate shall be entitled to suspend its obligations and the Customer's rights hereunder until receipt of payment of such outstanding amounts.

5.5. All payments under this Agreement shall be made in the currency as specified in the Order and are exclusive VAT and exclusive any other costs and expenses which may be charged separately by Exalate (if applicable). Unless expressly agreed otherwise, payments made by the Customer to Exalate shall be final and non-refundable.

5.6. All fees payable to Exalate shall be paid without the right to set off or counterclaim and free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which case the Customer undertakes to pay Exalate such additional amounts as are necessary in order that the net amounts received by Exalate after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions or withholding.

5.7. Unless specified otherwise in the Order, invoices shall be sent electronically to the Customer's e-mail address(set out the Order) and/or through the Peppol network (where applicable).

5.8. Any amounts of undisputed invoices that have not been paid before the Payment Due Date shall automatically and without notice be subject to an overdue payment interest equal to 1,5% per month or the maximum permitted by applicable law, which interest shall be compounded daily as of the due date until receipt of full payment by Exalate. In addition, the Customer shall pay all costs incurred by Exalate as a result of the (extra)judicial enforcement of the Customer's payment obligation under this clause 5. If the Customer fails to pay any invoice when due, all outstanding shall immediately become due and payable.

6. Termination

6.1. Exalate may, at its sole discretion, suspend or terminate the Subscription, partially or wholly, by written notice to the Customer, if the Customer fails to pay to Exalate any amount due hereunder and the Customer fails to cure such failure to pay within thirty (30) days from the date of a written notice of default from Exalate to the Customer.

6.2. Exalate may immediately terminate this Agreement, the relevant Order or the Customer's Subscription without any judicial intervention, without being liable for compensation and without prejudice to its rights and damages and any other rights, remedies and/or claim to which it may be entitled by law, upon providing the Customer with written notice of termination if:

a) the Customer performs a material breach to any provision of this Agreement and, where capable of remedy, fails to cure such material breach within thirty (30) calendar days after receipt of a written notice of the material breach.

b) the Customer becomes insolvent, is subject to voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business; or

c) the Customer breaches its obligations in respect of intellectual property rights, privacy, data protection and confidentiality.

6.3. Upon termination of this Agreement, the relevant Order or the Customer's Subscription:

a) the Customer's right to use the Software will automatically cease and all licenses granted to Customer pursuant to this Agreement shall automatically terminate.

b) each Party shall delete or return, within reasonable time of such termination or expiration, all Confidential Information from the other Party, except as required to comply with any applicable legal or accounting record keeping requirement; and

c) the Customer shall promptly pay Exalate all undisputed amounts due to Exalate up to and including the date of termination.

7. Limitation of Liability

7.1. Subject to the maximum extent permitted under applicable law, the maximum aggregate liability of Exalate arising out of or in connection with the Agreement shall per contract year not exceed, an amount equal to the fees paid by the Customer to Exalate hereunder during the contract year in which the damage causing event occurred.

7.2. Subject to the maximum extent permitted under applicable law, Exalate shall under no circumstances be liable to the Customer for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, lost revenue, loss of business, loss or corruption of data, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and third parties' claims.

7.3. To the maximum extent permitted under applicable law, the Customer agrees, and accepts, not to hold the advisers, agents, contractors, directors, employees, representatives, and subcontractors of Exalate personally liable for or in connection with the Agreement. Any liability claim for or in connection with the Agreement (including any extra-contractual liability claim) shall be brought by the Customer exclusively against Exalate.

8. Indemnification.

Subject to the limitation set forth in clause 7, Exalate shall indemnify, defend and hold Customer from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to: (i) any claim made by the Exalate agents, employees, or representatives; or (ii) any claim that Customer's use Software hereunder infringes another's patent, copyright, trade secret or other proprietary or intellectual property rights.

9. Miscellaneous

9.1. **Entire agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or terms and conditions of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express clauses of this Agreement.

9.2. **Electronic signatures.** The words "execution," "signed," "signature," and similar words shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

9.3. **Waiver.** The terms of the Agreement may be waived only by a written document signed by both Parties. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

9.4. **Severability.** If any provision of the Agreement is determined to be illegal, void, invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect. The provisions found to be illegal, invalid or unenforceable shall be enforceable to the full extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

9.5. **Survival.** Expiration, termination or cancellation of the Agreement shall be without prejudice to the rights and liabilities of each Party which have accrued prior to the date of termination, and shall not affect the continuance in force of the provisions of the Agreement which are expressly or by implication intended to continue in force, including, without limitation, the provisions relating to Intellectual Property Rights, Confidential Information and limitation of liability.

9.6. **Assignment.** The Parties shall not assign or otherwise transfer any of its rights or obligations under the Agreement without the other Parties' prior written consent, except that Exalate may assign this Agreement to any third party or to the surviving party in a merger of Exalate into another entity or in an acquisition of all or substantially all its assets, or through a sale or contribution of a division (*bedrijfstak*) or of a business as a whole (*algemeenheid*). Subject to any restrictions on assignment herein contained, the provisions of the Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assignees.

9.7. **Changes to the Terms and Conditions.** Exalate may change these Terms and Conditions from time to time. In such case Exalate shall notify Customer of the changes via appropriate means and such changes shall enter into effect as from the renewal of Customer's subsequent Subscription or as from the moment the Customer orders a new Subscription. If Customer does not agree to the changes, Customer shall have the right to terminate its Subscription at the end of the then-current Subscription term by giving written notice to Exalate.

9.8. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its non-monetary obligations under the Agreement due to an Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, unavailability of material, or any other cause beyond the reasonable control of the Party invoking this section, provided such Party has used reasonable efforts to mitigate the effects of such force majeure event, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrences.

9.9. **Publicity.** Exalate shall have the right to use any trademarks, logos or other marks of Customer (including Customer's corporate name) for Customer references on Exalate's website, social media announcements and sales presentations.

9.10. **Relationship between the Parties.** The relationship between Exalate and Customer is that of independent contractors. Neither Party is agent for the other and neither Party has any authority to make any contracts, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent for express purposes connected with the performance of the Agreement.

9.11. **Notices.** Any notice required to be served by the Agreement shall in first instance be given by electronic mail. Notices given to Customer shall be done to the email address set out in the Order (or in case no email address is available via post to Customer's registered address). All notices given by electronic mail, shall only be valid in case confirmation of receipt was expressly given by electronic mail by the receiving Party. In case no confirmation of receipt was given by Exalate within five (5) business days, all notices can be done in writing and served by registered letter addressed to either Party at its address given in the Order or to such other address as a Party may designate by notice hereunder.

9.12. **Applicable law and jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Belgium and the Parties hereto submit to the exclusive jurisdiction of the courts of Antwerp, division Antwerp. The United Nations Convention for the International Sale of Goods shall not apply to the Agreement.