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BELGIUM

2019

ANNEX 1 OASE STANDARD AGREEMENT



Xylos

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OASE STANDARD AGREEMENT

Between

on the one hand: XYLOS N.V., Noorderlaan139, B-2030 Antwerp

VAT BE 0877.360.743 – enregistered at the Crossroad Bank (CBE)
of Enterprises under No: 0877.360.743

hereinafter called "XYLOS" and hereby legally represented by Ludo
Wijckmans, CEO

and

on the other hand: <Company Name>, <address>

VAT BE <VAT no> – enregistered at the Crossroad Bank of
Enterprises under No: <CBE-No>

hereinafter called the "SUBSCRIBER" and hereby legally represented
by <name representative>

Hereinafter named collectively as the "PARTIES" and each one individually as a "PARTY".

WHEREAS XYLOS is the owner of a Platform called OASE.

WHEREAS the PARTIES enter into an AGREEMENT (hereinafter the "AGREEMENT") that
sets up the conditions under which XYLOS will provide SUBSCRIBER access to and use of
the OASE Platform, according to the conditions as mentioned hereafter.

1 DEFINITIONS

- **"Affiliate"** means a legal entity controlling, controlled by, or under common control with, a PARTY for the time being; with "control" meaning (i) the direct or indirect ownership of 50% (fifty percent) or more of the shares or interests which are entitled to vote for the directors of an entity or the equivalent, for as long as such entitlement subsists, or (ii) equivalent power on the management of a legal entity.
- **"Authorized End Users"**, means the users authorized by the SUBSCRIBER to use the Platform.
- **"Effective Date"** refers to the date that SUBSCRIBER confirms XYLOS's offer named "OASE – Office support on the spot" in writing.
- **"Master Administrator"** means the administrator designated by the SUBSCRIBER who has reporting access and management tools and who may substitute Authorized End Users not to exceed the number of Maximum Seats as defined in 2.5.
- **"OASE"** means the content offered within the Platform.
- **"Platform"** refers to the OASE Platform: <https://customers.oase-office.eu>. and means all information, content, concepts, program interfaces, structures, functionalities, computer codes, published materials, electronic documents, graphic files and other technologies.
- **"SUBSCRIBER"** refers to an individual/entity/organization/institution that has the right to access the Platform via a Subscription Fee (**"Paid Subscription"**).
- **"Subscription"** refers to a right to use the Platform as a SUBSCRIBER under a Paid Subscription.
- **"Third Party(ies)"** means any party other than: (i) CUSTOMER, (ii) XYLOS, (iii) CUSTOMER and XYLOS, (iv) an Affiliate of CUSTOMER or of XYLOS.
- **"Virus"** means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices

2 SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS AND OBLIGATIONS

2.1 Subject to this AGREEMENT

SUBSCRIBER will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicensable right to access that portion of the Platform applicable to the paid Subscription type. By agreeing to grant such access, XYLOS does not obligate itself to maintain the Platform, or to maintain it in its present form. XYLOS may upgrade, modify, change or enhance the Platform and convert a SUBSCRIBER to an updated version thereof at any time in its sole discretion, to the extent that this is not detrimental to SUBSCRIBER's use of the Platform and on reasonable prior notice to SUBSCRIBER (unless the change is of critical business importance or outside XYLOS' control, in which case XYLOS will explain the reason for the changes as soon as is reasonably practicable).

2.2 SUBSCRIBER agrees to abide by any rules or regulations that XYLOS publishes with respect to conduct of SUBSCRIBERS and other users of the Platform, which rules and regulations are hereby incorporated into this AGREEMENT by this reference. XYLOS reserves the right to deny a SUBSCRIBER and/or an Authorized End User access to the Platform if, in XYLOS' sole discretion, SUBSCRIBER and/or Authorized End User has failed to abide by this AGREEMENT or appears likely to do so.

2.3 SUBSCRIBER accepts that XYLOS in its sole discretion may, but has no obligation to, monitor the use of the Platform or any portion thereof, and/or to oversee compliance with this AGREEMENT.

2.4 SUBSCRIBER agrees on behalf of itself and its Authorized End Users that:

- Access privileges may not be transferred to any Third Party;
- It will not access, store, distribute or transmit any Viruses;
- It will comply with all applicable laws and regulations with respect of the use of the Platform;
- It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Platform or any component thereof;
- It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
- It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Platform or any portion thereof;
- It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform;
- It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Platform;
- It will not use the Platform in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any Third Party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other Third Party right, or that is threatening, harassing or malicious.
- That it will, treat password, usernames, and other security information, as confidential and it will not provide any other person with access to the Platform or portions of it. It will notify XYLOS immediately of any unauthorized access to, or use of, information.

XYLOS has the right to disable any SUBSCRIBER or Authorized End User access to the Platform at any time, in its sole discretion if, in XYLOS' opinion, SUBSCRIBER and/or Authorized End User has violated any term of this Article.

2.5 If the number of Authorized End Users under a Subscription exceeds the number of permitted seats paid under the Subscription ("**Maximum Seats**") the subscription fee shall automatically be increased as specified in Annex 1.

3 STATEMENTS AND AVAILABILITY OF THE PLATFORM

SUBSCRIBER recognizes that the traffic of data through the internet may cause delays during the download of information from the Platform and accordingly, it shall not hold XYLOS liable for delays that are common in the course of internet use. XYLOS foresees an availability of the Platform of 98% on annual basis. Should the Platform be available less than 98% on annual basis, SUBSCRIBER can claim a refund of 3% of the fee for the period in which the Platform was available less than 98%. SUBSCRIBER further acknowledges and accepts that the Platform will not be available on a continual twenty-four-hour basis due to such delays, or delays caused by XYLOS' upgrading, modification, or standard maintenance of the Platform.

XYLOS states that the Platform has been developed professionally in accordance with generally accepted industrial standards and applicable legislation and regulations.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 The Platform is owned by XYLOS, its licensors or other providers of such material, and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

4.2 No right, title or interest in or to the Platform or any portion thereof, is transferred to any SUBSCRIBER or Authorized End User, and all rights not expressly granted herein, are reserved by XYLOS.

4.3 XYLOS name, XYLOS logo, and all related names, logos, product and service names, designs and slogans, are trademarks of XYLOS or its affiliates or licensors. SUBSCRIBER may not use such marks without the prior written permission of XYLOS. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

5 XYLOS'S OBLIGATIONS

XYLOS will use commercially reasonable efforts to enable the Platform to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by XYLOS, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Platform contrary to XYLOS' instructions, or modification or alteration of the Platform by any PARTY other than XYLOS.

XYLOS shall take all appropriate safety, protective and maintenance measures regarding the Platform.

6 FEES AND PAYMENT

6.1 SUBSCRIBER agrees to pay the appropriate fee corresponding to the Paid Subscription ("**Subscription Fee**"). XYLOS reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.

The Subscription Fee will be indexed annually and automatically on 1 January according to the Agoria salary index.

The formula used for the indexing is the following:

$$P = P_0 \times [a + b \times (S/S_0)]$$

P ₀	Price on the Effective Date
P	Revised price
A	0.20
B	0.80
S ₀	Reference hourly wage plus social security cost as at the 31th of December following the Effective Date (the national average as recognized and published by Agoria)
S	The same hourly wage on the 31 th of December prior to the year of indexation

6.2 Payment Details.

SUBSCRIBER agrees to provide XYLOS with valid, up-to-date and complete contact and invoice details. XYLOS invoices the Subscription Fee end of month prior to the Effective Date and each Renewal Date. If, for any reason, SUBSCRIBER doesn't pay the amount invoiced, SUBSCRIBER agrees that XYLOS may, at its option, suspend or terminate SUBSCRIBER's subscription to the Platform and require SUBSCRIBER to pay the overdue amount by other means acceptable to XYLOS. XYLOS may charge a fee for reinstatement of suspended or terminated accounts. SUBSCRIBER agrees that until its subscription to the Platform is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Platform. In the event legal action is necessary to collect on balances due, SUBSCRIBER agrees to reimburse XYLOS for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in Euros.

6.3 Taxes

SUBSCRIBER is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against XYLOS.

6.4 Payment Terms

Unless agreed otherwise in writing, all invoices are payable 30 days from the invoice date. The value-added tax will be paid by the SUBSCRIBER.

If the invoice is not paid in full by its due date, XYLOS will be entitled to suspend to immediately terminate access to the Platform.

In the event of late payment, the SUBSCRIBER will be liable to pay interest of 1% per month from the due date automatically and without notice of default. The SUBSCRIBER shall be liable for all costs of recovery, including both judicial and extra-judicial collection costs.

If no payment is made within eight days after sending a reminder letter either by XYLOS, or by its agent, the SUBSCRIBER will be obliged to pay a conventional and lump sum compensation of 12% of the amount due, with a minimum of €100.

In order to be valid, a protest against an invoice must be made in writing and received by XYLOS within 8 days after the invoice date. Any protest against an invoice must contain a clear description of the complaint.

Only seriously contestable invoices may be the subject of a possible postponement of payment. In any case, that part of the invoice that cannot be seriously disputed must be paid.

7 TERM AND TERMINATION

7.1 The AGREEMENT starts on the Effective Date for a period of one year (**'Initial Term'**). Thereafter, the AGREEMENT will renew automatically on the corresponding anniversary date (**'Renewal Date'**) of the Effective Date (each a **'Renewal Term'**), until a PARTY notifies the other PARTY in writing of its intention not to renew at the latest three (3) months prior to the end date of the Initial Term or any Renewal Term.

7.2 XYLOS reserves the right to terminate this AGREEMENT or to terminate or suspend access to all or any portion of the Platform for violation or suspected violation of this AGREEMENT by written notice to SUBSCRIBER.

7.3 After termination SUBSCRIBER will have no further rights to access the Platform.

8 SUBSCRIBER'S OWN CONTENT

- SUBSCRIBER may upload its own content for its Authorized End-Users.
- SUBSCRIBER will comply with the technical upload specifications set forward by XYLOS.
- SUBSCRIBER own content will only be available for the Authorized End-Users of the SUBSCRIBER.
- SUBSCRIBER's own content may not exceed the limit of 100GB.
- SUBSCRIBER's own content remains in all situations the property of the SUBSCRIBER.
- XYLOS has no responsibility whatsoever on the SUBSCRIBER's own content.
- On termination of the AGREEMENT, the Master Administrator is responsible to remove all SUBSCRIBER's own content. After termination, XYLOS will remove all SUBSCRIBER's own content from the Platform.

9 CONFIDENTIALITY

All documents provided by a PARTY ('Disclosing Party') to the other PARTY in connection with the Platform remains the property of the Disclosing Party and must, at the latter's first request, be returned. The Disclosing Party retains the copyright or intellectual property rights or the industrial property rights to this information. The divulgence of the contents of these documents by the Receiving Party to a third party shall incur liability to pay compensation. The contents of this information may not be used either intellectually or industrially without the express permission of the Disclosing Party. The Receiving Party shall keep all the information relating to the Disclosing Party's business strictly confidential and shall not distribute it or use it for third parties without the express permission of the Disclosing Party.

A PARTY acknowledges that a breach of any confidentiality or proprietary rights provision of this AGREEMENT may cause the other PARTY irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the damaged PARTY may seek an injunction to prevent the damaging PARTY from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the damaged PARTY may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the damaged PARTY may be entitled at law or in equity.

10 DISCLAIMERS OF STATEMENTS/WARRANTIES

SUBSCRIBER's use of the Platform or information obtained through the Platform is at its own risk. The Platform is provided on an "as is" and "as available" basis, without any statements or warranties of any kind, either express or implied. Neither XYLOS nor any company or person associated with XYLOS makes any statement, warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Platform. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law. No verbal or written representations, information or advice given by XYLOS, or its authorized representative(s), shall create a warranty or in any way increase the scope of this warranty.

11 LIABILITY

XYLOS is liable only for damage caused by its demonstrably proven error. If this proven error by XYLOS cannot be rectified in kind, then the SUBSCRIBER will have the right to claim for proven direct damage, although limited to the Subscription Fee or €25,000 (whereby the lowest amount shall apply in each case) per damage (whereby a series of related damages counts as one damage).

XYLOS rejects any liability for any indirect and immaterial damage including an increase in the general costs, business interruption, loss of clientele or contracts, inability to fulfil the planned operation of the company, loss, damage or unavailability of business data, or loss of profits, claims by a third party against the SUBSCRIBER, even if XYLOS is informed in advance regarding the possibility of such damage and any disadvantage or other damage, direct or indirect, accidental or arising from poor operation of all or part of the services.

Moreover, XYLOS can in no way be held liable for the failure of a backup to be restored. Implementation and verification of the success of periodic backups is the sole responsibility of the SUBSCRIBER.

XYLOS is not liable for fraud, or for any damage as a result of fraud.

SUBSCRIBER will be liable for all claims and damages resulting from the misuse of the Platform by SUBSCRIBER and/or its Authorized End Users.

12 INDEMNITY

SUBSCRIBER agrees to compensate and defend fully XYLOS, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses resulting from any third-Party claim, action or demand arising out of any breach by SUBSCRIBER of any representation, warranty, covenant, obligation or duty of SUBSCRIBER under this AGREEMENT.

13 CHANGES TO THE PLATFORM

XYLOS has the right to revise and amend the Platform from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, , changes in technology, , changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately.

14 ASSIGNMENT

SUBSCRIBER may not transfer this AGREEMENT, in whole or in part. XYLOS may transfer this AGREEMENT to any Third Party and/or subcontract some or all of its obligations hereunder to a Third Party upon notice to SUBSCRIBER.

15 NOTICES

Notices shall be sent to support@oaselearning.com (if by email), or at Noorderlaan 139, 2030 Antwerp, Belgium (if by conventional mail). Notices to SUBSCRIBER may be sent either to the email address supplied in SUBSCRIBER's account or to the address supplied by SUBSCRIBER as part of its registration data. In addition, XYLOS may broadcast notices or messages through the Platform to inform of changes to the Platform or other matters of importance.

16 FORCE MAJEURE

Neither PARTY is obliged to fulfil any obligation, , if it is prevented from doing so as a result of force majeure or unforeseeable circumstances beyond its reasonable control (e.g. industrial disputes, lock-outs, power outages, government action, war, hostilities, riots, civil unrest, whole or partial communication problems, viruses, business disruption, or failure of the suppliers,). If the situation of force majeure or unforeseeable circumstances lasts longer than 90 days, each PARTY will have the right to terminate the AGREEMENT by registered letter.

17 PLATFORM USE POLICY

As per Annex 2.

18 XYLOS' PRIVACY POLICY

As per Privacy Policy (cfr. Annex 3)

19 SEVERABILITY

If any provision of this AGREEMENT is held by a court of competent jurisdiction to be contrary to Belgian law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this AGREEMENT will remain in full force and effect.

20 ENTIRE AGREEMENT

This AGREEMENT, together with the documents expressly referred to herein (the OASE Platform Use Policy and the OASE Privacy Policy), constitutes the sole and entire agreement between SUBSCRIBER and XYLOS regarding the scope of this AGREEMENT and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

21 NON-RECRUITMENT

During the entire Term of the AGREEMENT and for a period of 1 year thereafter, each PARTY shall refrain from approaching staff members / employees / board members / representatives or managers of the other Party with a view to their recruitment or with a view to the termination of the contractual relationship. In the event of such violation, the breaching Party will be liable to pay compensation to the non-breaching Party equal to the annual gross salary incl. all extra-legal benefits (i.e. the gross monthly salary x 13.92) or the annual remuneration (which is the daily remuneration X 240) of the person concerned.

22 LAW AND JURISDICTION

The AGREEMENT is subject to Belgian law and to the business practices in Antwerp. Only the courts of Antwerp have jurisdiction to judge disputes.

23 ANNEXES

Annex 2 OASE Platform Use Policy

https://www.oase-office.eu/site/assets/files/1804/oase_platform_use_policy_user.pdf

Annex 3 Xylos Privacy Policy

https://www.oase-office.eu/site/assets/files/1804/oase_privacy_policy_user.pdf

Signed in two originals in the city of Antwerp, each PARTY acknowledging having received one original copy.

On behalf of XYLOS

On behalf of the CUSTOMER

Name: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)

Function: [Click or tap here to enter text.](#)

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