

## End User License Agreement (EULA) for the Usage of the TIMI™ software suite

This is an End User License Agreement (hereinafter referred to as EULA), between TIMi SPRL (limited liability company) registered in Belgium (TVA BE-0891.239.166), with registered office at Chemin des 2 Villers, 11, BE-7812 Ath (V.N.D.) BELGIUM (hereinafter referred to as TIMi) and You, that applies, if not specified otherwise, to

(i.) present and future versions of TIMi software suite and related software products as well as any updates, upgrades or maintenance releases of that software that are distributed by TIMi, hereinafter referred to as the Software; and

(ii.) the user manuals, the written documentation, the video tutorials contained in the product package or related to the Software, hereinafter referred to as the Manuals; and

(iii.) the methodology used inside the Software.

“Agreement” means the set of agreements between the parties regarding the supply of the agreed services, consisting of the contract in itself, this EULA, the General Conditions and all other written agreements between the parties related to the agreed services.

“You” or “your” means you or of you, as an individual or as a legal entity exercising rights under, and complying with all of the terms of, this EULA. For legal entities, “you” includes any entity that controls, is controlled by, or is under common control with you. For purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

You expressly declare and warrant that you have the legal authority and capacity to enter into this EULA and that the information that has been and will be provided to TIMi is true and complete and that you will update such information promptly in case of changes. You acknowledge agreeing to this EULA in quality of professional and not consumer.

Unless you have a different EULA signed by a TIMi representative, your installation, use, copy, distribution or modification of the Software indicates your acceptance of all of the terms of this EULA.

If you do not agree to any of the terms of this EULA then do not install, use, copy, transmit this (copy of the) product and promptly, in any case not later than five (5) working days after the date of purchase of or payment for the product(s) as evidenced by your order confirmation, receipt, or invoice. A notice of disagreement to TIMi SPRL, Chemin des 2 Villers, 11 - 7812 Ath (V.N.D.) – BELGIUM that explains why you cannot conform to this EULA together with a complete ‘Letter of Destruction’, will entitle you to a refund of the renting fee (the refund cannot exceed the amount that you already transferred to TIMi).

If you can not comply to any of the terms of this EULA due to statute, judicial order, or regulation, then you must (i) send a printed copy of this EULA back to TIMi SPRL, (ii) cite the statute or regulation that prohibits you from adhering to the EULA, (iii) precise the clause(s) of the EULA that are affected and (iv) explain why you cannot comply with these clauses. Such description must be sufficiently detailed for a recipient of ordinary skill at computer programming to be able to understand it. TIMi will evaluate your documents and shall send to you, at its convenience, a new, updated and signed CLUF that will take into account the limitations due to statute, judicial order, or regulation that you have to conform to. You may install, use, copy, this product than after you received a signed copy of the changed EULA. This new version of the EULA is only applicable to this specific situation with the exclusion of any other situations.

This EULA identifies the terms under which you may install, use, copy, distribute or modify the Software.

### 1. Your User Rights

For as long as you are not in breach of the EULA and in consideration of payment of the license fee, TIMi hereby grants you, a personal, non-exclusive, non-transferable and revocable license, being the right to use this copy of the Software (and its Manuals) as a single person who uses the Software personally on one or more computers or workstations. The Software is licensed, not sold.

You may personally access this copy of the Software through a network, provided that you as well as any other person who accesses this copy through the network has a license, regardless of whether the Software is used at different times or concurrently.

You may personally make one (1) back-up copy insofar as it is necessary for the use you may make of the Software.

In the situation where one or many computers on which the Software is installed are suddenly unavailable, for any reason what so ever, you are allowed to transfer temporarily the Software to some backup computer(s). You will inform TIMi of the new situation with a delay that does not exceed two days.

TIMI will not use your trademarks, your commercial names, your logo(s) or other intellectual property in any manner without your prior written consent. However, you authorize TIMi to include your Deloitte logo or name inside a list of references (no comments or other information) on this page:

<https://timi.eu/customer-stories/#clients>

At any moment, TIMi may change, modify, or adapt the Software. At any moment, TIMi may propose a new, updated version. At any moment, TIMi may modify the functionalities or characteristics of the Software. As long as you conform to this EULA and that you are in order of payment, you are entitled to receive the last version of the Software. However if such changes materially reduce the software’s functionality and/or performance, this will be considered as a breach entitling Licensee to terminate the Agreement in accordance with section 4.

You expressly declare that TIMi has provided you with a user manual which describes the operation and operating procedures for the Software.

You shall be responsible for installation of the Software on the computer(s) or workstation(s) and shall advise proper configuration of the hardware used, preparation of back-ups, and operating methods. In particular, any guarantee is void in the following situations:

- The Software is installed on a computer that contains some other software or OS that are incompatible with the Software;

-You or a third party have modified the Software;

-A third party has performed some operation on the Software;

-Critical information about your Software installation or Software usage are missing. The information required to assure a proper maintenance of the Software are missing.

You are not entitled to have access to the source code of the Software.

### 2. Property Rights

The Software, its methodology and the Manuals, in its entirety and each part of it, are protected by Belgian copyright laws, international treaty provisions (Convention of Bern) and European Directives.

The property rights of the Software (the TIMi software suite including Anatella, Modeler, Stardust and Kibella), the Manuals and the methodology is owned by the founder of the TIMi company: Frank Vanden Berghen. The Software is commercialized by TIMi on behalf of Frank Vanden Berghen. You acknowledge and agree that the Software, including but not limited to the source code, the structure and organization, the methodology, and the Manuals in its entirety and each part of it, are proprietary to Frank Vanden Berghen and that Frank

Vanden Berghen retains exclusive ownership of all right, title and interest in and to the Software, Manuals, documentation and trademarks. Frank Vanden Berghen retains all sui generis rights in the content of the databases contained in the Software and in the product package of the Software.

Notwithstanding the foregoing, neither TIMi nor Frank Vanden Berghen shall in no event claim ownership rights to new and predictive models, segmentation models or analysis reports or, in general, any statistical results obtained by using the Software.

You shall not remove, modify, destroy or obscure any proprietary, trademark or copyright markings or notices. You will take all reasonable measures to protect Frank Vanden Berghen’s proprietary rights in the Software, the Manuals, the methodology.

You are not granted any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises or licenses with respect to the Software or the Manuals or the methodology.

All rights of any kind in the Software, the methodology and the Manuals, which are not expressly granted in this EULA, are entirely and exclusively reserved to and by Frank Vanden Berghen.

### 3. Your Obligations

You may not publish, resell or distribute the Software, the Manuals or the Methodology in any way. You cannot grant any license to the Software.

Without restricting the generality of the foregoing you shall not, nor give anyone permission to (i) rent, lease, modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software, (ii) you may not make access to the Software available to others in connection with a service bureau, application service provider, or similar business, (iii) allow a third party to use the Software, (iv) let the Software available through an on-line file sharing software (v) alter or modify the Software, (vi) export nor re-export the Software either directly or indirectly, without the prior written consent of TIMi and without export license required, (vii) abide by all laws in the course of using the Software and not to use the Software for illegal purposes, and in general to use the Software in good faith and under conditions that can be considered as normal use, (viii) take all reasonable precautions to prevent unauthorized use or misuse of the Software, (ix) be liable, to the extent possible by law, for holding TIMi and/or its contractors harmless for damages resulting from unauthorized and/or non-compliant use of the Software within your area of control. The meaning of word “control” has being clarified in a foregoing paragraph.

You shall also not, nor give anyone permission (i) to duplicate, rent, lease, modify, disassemble or create derivative works based on the Manuals, (ii) allow a third party to use the Manuals (iii) let the Manuals available through an on-line file sharing software (iv) you may not resell or redistribute the Manuals “as is” (i.e., stand alone) in any way, whether the Manuals remain in their original form or are reformatted, mixed, filtered, re-synthesized or otherwise edited, (v) abide by all laws in the course of using the Manuals and not to use the Manuals for illegal purposes, and in general to use the Manuals in good faith and under conditions that can be considered as normal use, (vi) take all reasonable precautions to prevent unauthorized use or misuse of the Manuals, (vii) be liable, to the extent possible by law, for holding TIMi and/or its partners harmless for damages resulting from unauthorized and/or non-compliant use of the Manuals within your area of control. The meaning of word “control” has being clarified in a foregoing paragraph.

The invoices issued by TIMi are to be paid through an electronic debit transaction like payment by automatic banker’s order or credit card. From the date of the reception of the invoice, you have a 30 calendar days to honor the invoice. If you are more than 30 calendar days late after the due date of the invoice, or if you revoke the

automatic banker's order referred here above, TIMI may immediately terminate this EULA without cause or notice.

#### 4. Termination

Either party may terminate this EULA at any time subject to a thirty (30) calendar days prior written notice.

If either party fail to conform to the terms and conditions of this Agreement and this failure, if capable of remedy, is not remedied within thirty (30) days following receipt of written notice specifying the breach, then the other party may, by giving further written notice to the defaulting party, terminate the Agreement after the end of such thirty (30) day period.

In the event that: (i) a governmental, regulatory or professional entity or entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render your performance of any part of the Agreement illegal or otherwise unlawful or in conflict with independence or professional rules or, (ii) without limiting the foregoing, the application of an existing law, rule, regulation, interpretation or decision would render your performance of any part of the Agreement illegal or otherwise unlawful or in conflict with independence or professional rules, You may terminate this Agreement immediately.

As soon as reasonably and technically possible upon termination, you will promptly destroy all copies (if any) of the Software. You may not continue to use any portions of the Software or the Manuals in any way and under any circumstances as soon as this license has been terminated. Upon termination, you won't receive anymore the "serials keys" that allow you to use the Software.

You will not be liable to TIMI for any fees or expenses incurred by TIMI after notice of termination is sent to TIMI. You shall in the latter case however pay for the agreed services effectively rendered and for reimbursable (i.e. approved) expenses.

You will not be entitled to any refund of amount paid for the use the Software, or any other amounts for any reason.

#### 5. Disclaimer

Subject to the other provisions in this EULA, TIMI warrants to you, the original licensee, that the media on which the Software is recorded will be free of defects in material and workmanship under normal use for a period of thirty (30) days from the starting date of the rent, and that the Software will perform substantially in accordance with the user guide for a period of thirty (30) days from the starting date of the rent. TIMI's sole responsibility under this warranty will be, at its option, (1) to use reasonable efforts to correct any defects that are reported to it within the foregoing warranty period or (2) to refund the last renting price. TIMI does not warrant that the Software will be error free, nor that all program errors will be corrected. In addition, TIMI SPRL makes no warranties if the failure of the Product results from accident, abuse or misapplication. All requests for warranty assistance shall be directed to TIMI at the following address: TIMI SPRL, Chemin des 2 Villers, 11, BE-7812 Ath (V.N.D.) BELGIUM

The express warranty set forth in the above EULA is the only warranty given by TIMI with respect to the entire product package including Software and Manuals and all accompanying files, data and materials. TIMI makes no other warranties.

TIMI disclaims all warranties, either express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose or title or warranty of non-infringement of any intellectual property. TIMI does not represent nor warrant that any service will at any moment be uninterrupted or fault-free.

Any responsibilities of TIMI, which have not been excluded by the EULA, shall entitle you to the payment of

a basic allowance equivalent to the amount required for one month of location of the Software (evaluated using the last invoice that has been sent to you before the event that did generate the responsibility). This limitation of liability is required to ensure a principle of proportionality between the claimed damages, the very competitive price policy of TIMI and the reprehensible behavior that TIMI is blamed for.

Good data processing, data transformation or data modeling procedures dictate that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. This disclaimer of warranty constitutes an essential part of the EULA.

In no event shall either party, or its respective principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any incidental, consequential, or punitive damages whatsoever relating to the use of the Software, the Manuals, or your relationship with the other party. No reparation fee will be paid. This absence of reparation is applicable whatever the predictability or not of these harms, whatever their principle or their extent, and even if a party was notified of the possibility of incidence of such harm.

In addition, in no event does TIMI authorize you to use the Software in applications or systems where the Software's failure to perform can reasonably be expected to result in physical injuries, or in loss of life. Any such use by you is entirely at your own risk, and you agree to hold TIMI harmless from any claims or losses relating to such unauthorized use.

#### 6. Indemnity

You agree to defend, indemnify and hold harmless TIMI, or its agents, principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, for any claim, demand or action made by any third party, irrespective of the nature of the claim, demand or action, alleging loss, costs, damages, expenses, or injury (including injury from death) resulting from your unauthorized use, possession, modification, or alteration of the Software or the Manuals.

TIMI agrees to defend, indemnify and hold harmless You, or its agents, principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, for any claim, demand or action made by any third party, irrespective of the nature of the claim, demand or action, alleging loss, costs, damages, expenses, or injury (including injury from death) associated with any claims, suits or proceedings brought against You based on an allegation that any services performed by TIMI or the latter's Software, or any part thereof, or use thereof, constitutes an infringement or misappropriation of any right of any third party.

TIMI reserves the right to defend or settle itself, with your consent, of the claims, demands or actions brought against TIMI, its agents, principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations. Each party will pay its own expenses, including all associated costs, expenses and liabilities, including, without limitation, attorneys' fees and you will provide all useful and reasonable assistance to TIMI in defending or settling the claims, demands or actions.

#### 7. Non Assignment

Neither party may assign or try to assign or sublicense or otherwise deal with any of the rights and obligations under the Agreement without the other party's prior written consent.

#### 8. Complete Agreement

This EULA, the "General Conditions" and the Contract form the Agreement that binds the parties. This Agreement merges and supersedes all other or prior understandings, purchase orders, agreements and arrangements.

#### 9. Data Protection

TIMI respects and protects your privacy. The information collected during the installation, use or distribution of the Software will be used for the sole purpose of the proper functioning of the internal TIMI services.

TIMI fully complies with the European Directive 95/46/EC, as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") and any data protection laws substantially amending, replacing or superseding the GDPR, and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any Supervisory Authority and other applicable authorities.

TIMI shall not sell nor transfer your personal data to any third party, nor use your personal data for marketing and/or publicity. All requests about privacy should be sent at dpo@timi.eu

For the purposes of the Agreement the following terms shall have the following meaning:

"Controller" means a controller or data controller as such term is defined in the Data Protection Legislation;  
"Data Protection Legislation" means the following legislation to the extent applicable from time to time: (a) the General Data Protection Regulation 2016/679 ("GDPR") (b) any applicable national law, regulation and guidelines from the competent data protection authority; and (c) any applicable successor texts or other similar national data protection law;  
"Data Subject" means a data person as such term is defined in the Data Protection Legislation;  
"GDPR" means the General Data Protection Regulation (2016/679);  
"Personal Data" means any personal data, as such term is defined in the Data Protection Legislation, Processed in the framework of execution of the Agreement and where such Processing falls within the scope of the Data Protection Legislation;  
"Processor" means a Personal Data processor or processor as such term is defined in the Data Protection Legislation.  
"Process" or "Processing" means processing as such term is defined in the Data Protection Legislation.

To the extent the conclusion and execution of the Agreement entails Processing of Personal Data within the meaning of the Data Protection Legislation, You and TIMI agree to comply with the Data Protection Legislation.

For the avoidance of doubt, the Agreement will not entail Processing of Personal Data by any party as Processor to the other party within the meaning of the Data Protection Legislation.

You and TIMI acknowledge that both parties may Process Personal Data in their respective capacity as independent Controllers for the purpose of, or in connection with (i) the purpose of the Agreement, (ii) applicable legal or regulatory requirements (such as anti-money laundering or anti-corruption, tax audit or financial sector related law and regulations); (iii) requests and communications from competent authorities (such as courts, regulators, tax authorities or other public authorities); (iv) administrative, financial accounting and client relationship purposes and (v) in the framework of the provision of administrative, infrastructure and other support services to You, including information of TIMI about events and business related communications addressed to TIMI (the "Purposes").

You and TIMI further acknowledge that Personal Data collected for the Purposes, may be disclosed and processed by other third parties to the extent reasonably necessary in connection with the Purposes. A list of the

above recipients of Personal Data may be obtained by each party by simple request to each other.

The parties hereby acknowledge that any data subject – within the meaning of the Data Protection Legislation - whose Personal Data are being Processed under the Agreement has a right to be informed and to object to the Processing of Personal Data (in which case the parties may not be able to perform their obligations deriving from the Agreement), to access, free of charge, Personal Data, a right to request their rectification as well as all rights of individual data subjects provided in the Data Protection Legislation.

Requests for access, rectification or deletion of any Personal Data provided to and Processed by TIMI, received by Deloitte, should be sent by Deloitte to [privacy@timi.eu](mailto:privacy@timi.eu) or may be sent directly by the Data Subject to the contact provided in the applicable TIMI privacy notice (the "TIMI Privacy Policy"). You and TIMI acknowledge and agree that the present clause is a summary of the TIMI Privacy Policy and not a complete reflection of those notices, which are available on the TIMI website and provided to the parties upon request.

TIMI shall ensure that any Personal Data provided to you by, or on behalf of, TIMI or a related data subject has been collected lawfully, fairly and in a transparent manner so as to enable such Personal Data to be processed by You and the other parties referenced in this present clause for all of the Purposes. The parties will ensure that Your Privacy Statement and the TIMI Privacy Policy are brought to the attention of the relevant data subjects and, where necessary, the parties will provide or procure to provide the other party with all evidence as to the information of individual data subjects whose Personal Data will be processed for the Purposes, as may be reasonably requested by You or TIMI.

The proper performing of the Agreement is subject to the existence of full and up-to-date information belonging to the parties. The parties commit themselves to informing one another as soon as possible of any change in data collected and to supplying one another upon request with any additional information they deem useful to the maintenance of a relationship between them and/or required by law or regulation. The refusal to communicate such data to any party and the denial of any party's recourse to data processing techniques, notably in respect of information technology, when this is left to the other party's discretion, would be an impediment to the creation of a relationship or the maintenance of an existing relationship between the parties.

#### 10. Confidentiality

Given that, in connection with the Agreement, TIMI comes into possession of confidential or proprietary information belonging to you which is either designated by You as confidential or is by its nature clearly confidential ("Confidential Information"), TIMI shall not disclose such Confidential Information to any third party without Your prior written consent.

TIMI may provide the Confidential Information to others without your prior written consent only to the extent that such information:

- (a) is already known or available to TIMI or becomes known or available to TIMI from a source other than You and through no breach of the Agreement by TIMI;
- (b) is already in the public domain at the time of provision to the third party or has become available to the public through no breach of the Agreement by TIMI; or
- (c) is required to be disclosed under applicable law or by any court of competent jurisdiction or by a governmental order, decree, regulation or rule provided that, if legally permitted, TIMI shall give written notice of any such disclosure to You as soon as reasonably practicable. Where practicable to do so, TIMI shall give such notice before disclosure occurs and shall co-operate with You with regard to any action You may wish to take to challenge the validity of such requirement.

TIMI may disclose the Confidential Information to such of its employees, officers, partners or agents as have a

reasonable need to know such Confidential Information in order to perform the agreed services provided that TIMI procures that such employee, officer, partner or agent, as the case may be, is aware of the terms of the Agreement and agrees to be bound by it.

TIMI hereby acknowledges that: (i) its rights to the Confidential Information to be provided by You pursuant to the terms of the Agreement shall be limited to use in relation to the performance of the agreed services, and (ii) You may demand the return or the deletion of the Confidential Information at any time upon giving written notice to TIMI.

TIMI undertakes to ensure that all persons and bodies to whom any of the Confidential Information is disclosed are made aware, prior to the disclosure of any of the Confidential Information, of the confidential nature thereof, and that they owe a duty of confidence to You in accordance with the terms of the Agreement; and to use its best endeavours to ensure that such persons and bodies comply with such obligation.

TIMI undertakes to notify You promptly of any unauthorised use, copying or disclosure of any of the Confidential Information of which TIMI becomes aware, and to provide all reasonable assistance to You to terminate such unauthorised acts.

#### 11. Anti-bribery

In providing the agreed services, TIMI and its personnel undertake not to offer, promise or give financial or other advantage to another person with the intention of inducing a person to perform improperly or to reward improper behavior for your benefit, in each case, in violation of applicable law.

#### 12. Survival

The parties hereto agree that all provisions of the Agreement which by their nature should survive termination shall survive the termination of the Agreement, including, without limitation, provisions relating to confidentiality, data protection.

#### 13. Waiver

The failure of either party to exercise or enforce any of its rights under this EULA is not to be taken as or deemed to be a waiver of that right.

#### 14. Severability

Part or all of any clause of the EULA that is unenforceable, invalid or illegal will be severed from this EULA and will not in any way affect the validity, legality and enforceability of the remaining provisions contained herein.

Any such unenforceable, invalid or illegal provision, term or condition shall be reformed only to the extent necessary to make it enforceable, valid or legal and shall be substituted by a new provision which reflects the original purpose and comes as close as possible to the original purpose of the invalid, illegal or unenforceable provision term or condition upon which the parties can agree upon without violation of any law or statutory provision.

Any law or regulation that provides that the language of a contract shall be construed against the drafter shall not apply to this EULA.

#### 15. Amendment of the EULA

At any moment, TIMI can modify, all or a part of the EULA if the performed modifications are minors and only concern the non essential clauses of the EULA and do not affect the basic obligations of the parties. These modifications will be enforced as of the moment upon which you download the update program of the Software. This update program displays the new EULA at each run. Notwithstanding the foregoing, if you do not agree with the above mentioned modifications, even

minors, you may terminate the Agreement within one month of the announcement of the modifications and such termination shall take effect as of the time these modifications come into force.

Any fees payable by Licensee are fixed and may not be increased under this clause. If the modifications affect the essential obligations of the parties, the version of the EULA used before the modification will remain valid up to the term of the current annual period. At the end of the annual period, the EULA will be renewed and the new EULA will enter in application. The new EULA is implicitly agreed by both parties. If you do not agree with the EULA, you must terminate the EULA by addressing a mail to the TIMI offices. This termination intervenes without expense.

#### 16. Applicable Law and Jurisdiction

The enforceability, construction, interpretation, and validity of this EULA shall be governed by the laws of Belgium. The official languages of the Court shall be French and English. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in courts located in Brussels (Belgium), and you consent to such jurisdiction and court. The official languages of the Court shall be French and English.

#### 17. End-User Acknowledgement

You acknowledge that you have read and understood this EULA and agree to be bound by its terms. The express terms of the EULA are in lieu of all implied warranties of merchantability, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

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