TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Unless context requires otherwise, the following terms have the meanings set out below:

1.1.1. **Access Time** means the period during which the Client is entitled to receive Implementation Services from Rydoo. The start date of the Access Time shall be as defined in the Appendix 3: Support Policy or as expressly stated in the Order Form.

1.1.2. **Active User** means a User who has performed at least one action within Expense Solution during a calendar month. This can include adding, submitting, approving, or rejecting an expense, generating a report, exporting data, having an active Rydoo Card linked to their account etc. The mere creation or assignment of a User account does not count as activity when determining whether a User is an Active User.

1.1.3. **Add-On** means an optional feature or module of the Expense Solution, distinct from its Core Functionalities, that provides additional or enhanced capabilities. Add-Ons may be provided either by Rydoo or by Rydoo partner and may be subject to separate fees and additional terms (including terms of Rydoo partner, where applicable). Add-Ons are either included in, or separately added by the Client to the Client's Subscription.

1.1.4. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" means holding more than fifty percent (50%) of the voting rights or having the legal authority to direct an entity's management and policies.

1.1.5. **Beta Services** mean any pre-released or experimental services, features, or functionalities that Rydoo makes available to the Client solely for testing and evaluation purposes and that are designated as "beta", "pilot", "trial" or "similar".

1.1.6. **Business Day** means any day other than Saturday, Sunday or public holiday in Belgium (being the jurisdiction in which Rydoo contracting entity jas its registered office), unless expressly stated otherwise in the Contract.

1.1.7. **Business Hours** mean 9:00 a.m. to 6:00 p.m. in Belgium's local time (CET/CEST, as seasonally applicable) on Business Days.

1.1.8. **Client Data** means any data uploaded to or created within the Expense Solution by the Client, its Users, or by Rydoo on the Client's behalf. This may include expense information, Users' email addresses, and Users' phone numbers (for example, when related to Rydoo Cards), etc.

1.1.9. **Client Marks** mean Client's name, logos, brand elements, and all other trademarks or service marks, whether registered or unregistered, owned by the Client.

1.1.10. **Client Materials** means any information, content, or materials provided by the Client or its Users that do not qualify as Client Data. Examples of Client Materials include Client Marks, project plans, onboarding documentation provided by the Client, etc.

1.1.11. **Contract** means Rydoo's Terms and Conditions, and its appendices as outlined in clause 17.12 (Contractual Documents).

1.1.12. **Core functionality** means:

(i) <u>creation of expenses</u> - Users are able to input expense data into the Expense Solution; or
(ii) <u>export of expenses</u> - the export functionality provides the capability to extract data to Client's ERP; or
(iii) <u>approval of expenses</u> - this functionality allows verification, review, and approval or rejection of submitted expenses within Client's organization by designated approvers.

1.1.13. **Documentation** means any materials provided or made available by Rydoo to the Client after the Effective Date that describe or explain the use, configuration, or operation of the Expense Solution or its Add-Ons. Documentation includes, without limitation, Help Center resources, user manuals, best practice guides, in-app guidance, and any materials relating to data protection, security, or other operational aspects of the Expense Solution. Documentation is provided for informational and guidance purposes only and does not create or impose any additional contractual obligations on Rydoo. However, failure to follow the Documentation may result in certain features of the Expense Solution or its Add-Ons not functioning properly or not being available.

1.1.14. **Effective Date** has the meaning set out in clause 4.1 (Effective Date) of Rydoo's Terms and Conditions.

1.1.15. **Error** means a reproducible technical malfunction of the Expense Solution that causes it to fail to operate in accordance with the

Documentation and prevents an expense from being processed. "Error" does not include issues caused by:

(i) third-party systems or services that are not provided, managed, or controlled by Rydoo or Rydoo's authorized contractors, including systems or services implemented by the Client under separate agreements or integrations not offered or supported by Rydoo;

(ii) Client's or Client's Users modifications not made or approved by Rydoo;

(iii) misuse or negligence by the Client or its Users; or

(iv) factors outside Rydoo's reasonable control.

1.1.16. **Expense Solution** means Rydoo's software-as-a-service solution, accessible via web and/or mobile applications enabling Users to capture, store, submit, approve, and report business expenses. It includes updates, hosting, Maintenance, upgrades, and corrections provided under the Contract. Where applicable, the Expense Solution may also be supplemented by Add-Ons.

1.1.17. **GDPR** means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

1.1.18. **Identifiers** means the unique credentials used by a User to access the Expense Solution (such as username, password or other authentication elements). Identifiers may be issued by Rydoo, created by the User, or generated through single sign-on (SSO) implemented by the Client. Identifiers may include multi-factor authentication elements, where applicable.

1.1.19. **Implementations Services** means the onboarding support (including guidance, configuration assistance, and any related services) provided by Rydoo during the Access Time, as outlined in the onboarding or integration package purchased by the Client.

1.1.20. **Maintenance** means the activities performed by Rydoo to maintain and improve the Expense Solution, including bug fixes, patches, updates, upgrades, and routine system upkeep.

1.1.21. **Order Form** means the ordering document provided by Rydoo and executed or approved by the Client that specifies the products, services, pricing, Subscription Period, and any additional terms applicable to the Client's purchase.

1.1.22. **Personal Data** has the meaning given in Article 4 of the GDPR.

1.1.23.   **Rydoo Marks** mean Rydoo's name, logos, brand elements, and all other trademarks or service marks, whether registered or unregistered, owned by Rydoo or licensed to Rydoo by third parties.

1.1.24.   **Single Point of Contact (SPOC)** means the person or team appointed by the Client as the primary liaison with Rydoo and responsible for coordinating communications between the Client and Rydoo and providing some support for the Client's Users (as outlined in Section 7 (Obligations of the Parties).

1.1.25.   **Subscription or License** means the limited right granted to the Client to access and use the Expense Solution and any purchased Add-On(s) during the Subscription Period, calculated based on the number of Users or Active Users, as specified in the Order Form.

1.1.26.   **Subscription Period** means the fixed term during which the Client is granted the right to access and use the Expense Solution and any purchased Add-On(s), as set out in the Order Form, and any renewals thereof in accordance with the Contract.

1.1.27.   **Support Services** mean the non-technical, day-to-day assistance that Rydoo's Customer Success Team provides to the Client and its Users after the Implementation Services are completed. Support Services do not include Technical Support, configuration of the Expense Solution (or any of its Add-On) or any training or customization services.

1.1.28.   **Technical Support** mean the services delivered by Rydoo to identify, troubleshoot, and resolve Errors in the Expense Solution. Technical Support expressly excludes Implementation Services, training, customization, feature development, and Support Services.

1.1.29.   **True-Up Invoice** means an invoice issued to the Client, when its average number of Active Users during a Subscription Period is higher than the limit of its then-current Pricing Tier, in accordance with Rydoo's Subscription Policy (Appendix no.2 to Rydoo's Terms and Conditions).

1.1.30.   **User** means an individual authorized by the Client to access and use the Expense Solution under the Client's account, including Client's employees, contractors, consultants, auditors, and other representatives.

1.1.31.   **Version** means any new release of the Expense Solution (and/or Add-Ons) introduces improvements, optimizations, updates, or other innovations. A Version may include new features, modifications or removal of existing features, enhancements in functionality, increased capacity, or corrections of Errors.

1.2. For the avoidance of doubt:

1.2.1. The definitions set out in clause 1.1 above apply to Rydoo's Terms and Conditions, Appendix 2: Subscription Policy, Appendix 3: Support Policy, Appendix 4: Data Processing Agreement, Appendix 5: Smart Audit Terms and Conditions (if applicable), Appendix 6: Rydoo Cards Agreement (if applicable), Service Level Agreement (if applicable), and Controlling Services Agreement (if applicable), except where any of these documents provide their own definitions.

1.2.2. Headings are for convenience only and do not affect the interpretation of the documents listed in clause 1.2.1 above.

1.2.3. Words in the singular include the plural and vice versa. Words referring to gender include all genders, except where explicitly provided otherwise.

1.2.4. The word "including" (and similar expressions such as "include" or "in particular") means "including but not limited to" and shall not limit the generality of any preceding words.

1.2.5. References to any law, statute, regulation, or directive include any amendments, extensions, or re-enactments of that law from time to time.

1.2.6. References to the Terms and Conditions or any other document mean that document as amended, supplemented, or replaced from time to time in accordance with its terms.

1.2.7. A reference to a section, clause, schedule, or annex is a reference to a section, clause, schedule, or annex of the Terms and Conditions, unless otherwise stated.

2. PARTIES TO THE AGREEMENT

2.1. Main Agreement. The Contract is entered into between:

(i) **RYDOO**: Rydoo NV, Belgian limited liability company registered under number BE0835424277, with its registered address at Hendrik Consciencestraat 40/42, 2800 Mechelen, Belgium; and

(ii) **THE CLIENT**: the legal entity identified in the Order Form that subscribes to Rydoo's services under these Terms and Conditions.

Individually, Rydoo and the Client may be referred to as a "Party", and together as the "Parties".

The Client confirms that it has read, understood, and agreed to be bound by these Terms and Conditions. The individual signing the Contract on the Client's behalf represents and warrants that they are authorized to bind the Client to this Contract.

2.2. Client Affiliates. The Contract is entered into between Rydoo and the Client as set out in clause 2.1 above. The Client may allow its Affiliates to participate in the Contract either by adding them as branches to the Client's account in the Expense Solution or by enabling them to configure their own accounts.

Where Client Affiliate is added to Client's account in the Expense Solution, such Affiliate is not considered an independent client of Rydoo, and falls under the Client's full responsibility, including payment of all related fees and compliance with this Contract.

Where the Client Affiliate wishes to have its own account under the terms and conditions of the Contract, the Contract shall be treated as a framework agreement between the Client and Rydoo and under such framework agreement, any Client Affiliate may enter into a separate agreement with Rydoo by signing an individual order form (the "Individual Agreement"). Each such Client Affiliate will be provided with and operate under a separate Rydoo account. Each Individual Agreement shall constitute a separate agreement between Rydoo and the relevant Client Affiliate, pursuant to which:

- the terms and conditions of the framework agreement shall apply by reference;
- each Client Affiliate that concluded an Individual Agreement with Rydoo shall be treated as a separate and individual Rydoo's customer.
- the Client Affiliate will be placed on its own pricing tier within the same Plan selected by the Client.
- Client Affiliate's usage will be calculated and invoiced separately from the Client's usage.
- Rydoo will invoice the Client Affiliate directly for its usage and applicable fees.
- the Client shall bear no responsibility whatsoever in connection with any Individual Agreement and the Client Affiliate is individually responsible for its own Individual Agreement and obligations arising therefrom, including for its own and its Users' use of the Expense Solution and relevant services.

The Parties agree that the terms of the framework agreement apply equally to all Client Affiliates with Individual Agreements. No special changes or individual amendments will be made for a specific Client Affiliate, except where required by applicable law or where different Add-Ons are selected. If a Client Affiliate wishes to negotiate terms that apply only to itself, it must enter into a new and separate agreement with Rydoo, which will replace its existing Individual Agreement.

By entering into such Individual Agreement, the Client Affiliate confirms that it has read, understood, and agrees to be bound by the terms and conditions of the framework agreement, and represents that the person executing the Individual Agreement on its behalf is duly authorized to bind the Client Affiliate.

3. PURPOSE

The purpose of this Contract is to set out the terms and conditions under which (i) Rydoo provides the Expense Solution, Add-Ons and any additional services purchased by the Client, and (ii) the Client may access and use them.

4. DURATION

4.1. **Effective Date**. This Contract takes effect on the date the Client accepts (signs) the initial Order Form for the Subscription to the Expense Solution. That Order Form incorporates these Terms and Conditions and forms an integral part of the Contract

4.2. **Initial Term**. The Contract stays in effect for the period indicated in the initial Order Form for the Subscription to the Expense Solution (the "Initial Term"). This period is made up of one or more Subscription Periods tied to the Client's use of the Expense Solution. For example:

   (i) an Initial Term of one (1) year means one Subscription Period of twelve (12) months;
   (ii) an Initial Term of three (3) years means three Subscription Periods of twelve (12) months each.

   If the Initial Term is not stated in the initial Order Form, the Parties agree that it is one (1) year.

4.3. **Renewal**. At the end of the Initial Term, the Contract shall automatically renew under the same conditions for successive periods of twelve (12) months, each corresponding to a Subscription Period, unless otherwise agreed in writing by the Parties (each a "Renewal Term").

4.4. **Expansion of Services.** During the Contract term (Initial Term or any Renewal Term), the Client may purchase additional services (including Add-Ons) at any time by signing a new Order Form (each an "Additional Order Form"). The Additional Order Form establishes the start date and applicable fees for the newly purchased service.

All Additional Order Forms are governed by this Contract and do not constitute a separate agreement, unless expressly stated otherwise. Any service-specific terms included in an Additional Order Form shall apply solely to that service and supplement (but do not replace) these Terms and Conditions.

Any additional services purchased under an Additional Order Form shall be tied to the same Contract term as the Expense Solution. To ensure alignment:

(i) If the start date of an additional service does not align with the then-current Subscription Period of the Expense Solution, the initial contract term for that service may exceptionally be shorter or longer than twelve (12) months. In such case, the fees for such shortened or prolonged term will be prorated accordingly.

(ii) at the next Renewal Term of the Expense Solution, the additional recurring services shall renew on the same twelve-month cycle and for the same Renewal Term, unless terminated in accordance with the Contract.

4.5. Continuity. For clarity, all services purchased by the Client, whether in the initial Order Form or any Additional Order Form, remain subject to this Contract for as long as the Client maintains a Subscription to the Expense Solution, unless the Contract or any additional services are terminated in accordance with Section 5 (Termination).

5. TERMINATION

5.1. Termination for convenience.

5.1.1. **Termination for convenience by Rydoo.**

(i) **General conditions for termination for convenience.** Rydoo may terminate the Contract, in whole or in part, by giving the Client written notice. The termination will take effect at the end of the then-current Initial Term or Renewal Term. Rydoo must provide this notice at least one (1) month before the end of that term.

For the avoidance of doubt, the Client can continue using its account until the termination takes effect. For this reason, prepaid fees will not be refunded.

(ii) **Termination of Add-Ons**. Each Add-On can be terminated on its own, without affecting other Add-Ons or the License to the Expense Solution. Each such termination is subject to the following process:

a) Rydoo may terminate any Add-On that it provides directly by giving the Client at least thirty (30) days' prior written notice.

b) Add-Ons provided by a Rydoo partner may be terminated by Rydoo either with immediate effect or in accordance with the timeline communicated to the Client in the termination notice.

If Rydoo terminates an Add-On, it will offer the Client with a replacement Add-On or Expense Solution feature(s) that provides a substantially similar outcome:

- For the remainder of the then-current Subscription Period, where the replacement solution consists of an Add-On directly provided by Rydoo or a feature of the Expense Solution, Rydoo will cover any difference in price between the terminated Add-On and the proposed replacement solution.
- If the replacement solution is more expensive than the terminated Add-On, the Client may, at its discretion, choose whether to accept the replacement. If the Client does not wish to accept it, it needs to notify Rydoo about such a decision before the end of the then-current Subscription Period.
- Where the replacement solution requires implementation efforts (in particular where such implementation would be performed by a third party or Rydoo partner), Rydoo will inform the Client about it in advance. The Client may then decide, at its discretion, whether it has the necessary human and financial resources to proceed with the replacement solution. If the Client chooses not to proceed, it must notify Rydoo about such a decision within thirty (30) days following the receipt of the relevant information from Rydoo.

If no reasonably equivalent replacement is possible, or if the Client chooses not to accept the proposed replacement, Rydoo will refund the Client on a pro-rata basis for any prepaid and unused fees from the termination date until the end of the pre-paid period.

5.1.2. Termination for convenience by the Client.

(i) **General conditions for termination for convenience:**

A. Notice Period. During the term of the Contract, the Client may terminate the Contract with at least two (2) months written notice to Rydoo ("Termination Notice") following Section 15 (Notices and Communications).

In addition to the terms of notices outlined in Section 15, the Termination Notice shall contain the following information:

- Whether the Client intends to switch Rydoo's services to services offered by a different provider or export all Client Data to an on-premises ICT infrastructure ("Switch") and following that the necessary details of such provider to enable the Client's Switch; and

- Whether the Client wishes to erase its Client Data ("Erasure").

During the period specified in the Termination Notice (the "Termination Period"), the Client shall be entitled to continue using the Expense Solution in accordance with the terms and conditions of the Contract. All rights and obligations of the Parties under the Contract shall remain in full force and effect during the Termination Period, unless expressly agreed otherwise in writing.

B. Transition Period. Following the end of the Termination Period, Rydoo shall use reasonable efforts to complete the Client's Switch within thirty (30) days following the receipt of the Termination Notice by Rydoo (the "Transition Period").

If Rydoo identifies technical or other justified obstacles that are likely to delay the Transition Period, Rydoo shall notify the Client within fourteen (14) Business Days of receiving the Termination Notice. The notice shall explain the reason for the delay and propose a revised Transition Period. In any event, the revised Transition Period shall not exceed seven (7) months from the date Rydoo received the Client's Termination Notice.

The Client may also request (once) an extension of the Transition Period for a reasonable duration. Such extension must be communicated to Rydoo at least one (1) month before the end of the initial Transition Period (i.e., if not extended by Rydoo as described above).

During the Transition Period, the Client shall be entitled to continue using the Expense Solution in accordance with the terms and conditions of the Contract. All rights and obligations of the Parties under the Contract shall remain in full force and effect during the Transition Period, unless expressly agreed otherwise in writing.

C. **Rydoo Obligations**. During the Transition Period, Rydoo shall:

- provide reasonable assistance ("Switching Assistance") to the Client and third-parties authorized by the Client. Rydoo provides adequate self-serve interfaces and tooling through which the Client can retrieve Client Data. If the Client requests additional assistance for retrieval of Client Data which the Client could obtain through the interfaces and tooling described in this clause, such assistance shall not be deemed "reasonable" and may be subject to Rydoo's availability of resources and appropriate fees.
- act with due care to maintain business continuity, and the provision of its services in accordance with the Contract.
- ensure a high level of security throughout the switching process, in accordance with applicable law.

Depending on the Client's request, Rydoo will delete all Client Data either (i) after a Switch has been successfully completed, or (ii) if the Client chooses to retain the data with Rydoo, at the end of the retention period set out in Rydoo's retention schedule available on Rydoo's website.

D. Client Obligations. The Client:

- shall continue to pay all charges in accordance with the Contract during any Transition Period.
- shall take all reasonable measures to achieve effective Switch and/or retrieval of Client Data.
- and any third-parties authorized by the Client, shall respect Intellectual Property Rights and confidentiality of any materials and trade secrets provided by Rydoo in the Switch process. Any disclosure of Rydoo's Confidential Information by the Client to a third-party is subject to Rydoo's prior written approval.
- shall notify Rydoo when the Switch is completed.

E. Effective Termination Date. The Contract will be automatically terminated within the Transition Period when either:

i) a Switch has been completed; or
ii) If requested by the Client, Client Data has been Erased.

Rydoo may ask the Client to confirm that the Switch was successfully completed by the Client. If the Client does not respond within ten (10) Business Days, the Switch will be deemed successful, and the Effective Termination Date will be the expiry of those ten (10) Business Days.

If the Termination Period (established in point A above) or the Transition Period extends beyond the end of the Client's then-current Subscription Period, the Contract shall automatically extend for a Renewal Term that expires in accordance with the rules set out above. For the avoidance of doubt, the Client will not need to give further notice on the expiration of the Renewal Term referenced in this clause. Rydoo will invoice the Client pro-rata for the Fees for that Renewal Term in accordance with Clause 6 (Financial Conditions) of these Terms and Conditions.

F. Early Termination Penalty. If the Client terminated the Contract for convenience in accordance with clause 5.1.2 (i), the Client is entitled to a pro-rata refund of its pre-paid Subscription fees covering the period from the Effective Termination Date until the end of the then-current Initial or Renewal Term, subject to the deductions set out below:

a) The Client acknowledges that any discounts or commercial incentives granted under the Contract were provided in consideration of the agreed contractual term. In the event of early termination of the Contract for convenience by the Client, such discounts and incentives shall be deemed unearned and may be reclaimed by Rydoo.

b) In addition, the Client acknowledges that in the legitimate expectation that the Client would renew the Contract for an additional Subscription Period, Rydoo has incurred preparatory or operational costs (including but not limited to resource allocation, staffing commitments, third-party arrangements) to develop and improve the platform. Therefore, an early termination of the Contract for convenience by the Client results in costs that cannot be reasonably mitigated, and the Client shall compensate Rydoo for the non-mitigable portion of those costs.

Following the above, if the Transition Period ends before the expiry of the Initial Term (as established in the corresponding Order Form), or the then-current Renewal Term, Rydoo will charge the Client an Early Termination Penalty, which shall be calculated as follows:

○ If the Client benefits from a discount applicable to its current Contract term, Rydoo may invoice the remainder of the full amount of said discounts calculated pro-rata for the period remaining until the agreed original Initial Term.

○ In addition to the point above, Rydoo may invoice the Client for the compensation of the costs described in F (b) above in relation to the proximity to the Contract's renewal date as follows:

In the event the Effective Termination Date occurs more than 9 months prior to the renewal date:	Up to 20% of the remaining License Fees.
In the event the Effective Termination Date occurs between 9 and 3 months prior to the renewal date:	Up to 50% of the remaining License Fees.
Less than 3 months prior to the renewal date:	

	Up to 60% of the remaining License Fees.

(ii) **Termination of Add-Ons.** Each Add-On can be terminated on its own, without affecting other Add-Ons or the License to the Expense Solution. To terminate an Add-On, the Client must give Rydoo written notice at least one (1) month before the end of the Add-On's then-current Subscription Period. The termination will take effect at the end of that Subscription Period.

For the avoidance of doubt, the Client can continue using the Add-On until the termination takes effect. For this reason, prepaid fees will not be refunded.

(iii) **Replacement of Add-Ons.** If the Client wishes to replace any purchased Add-On during the Subscription Period, the Client must notify Rydoo at least one (1) month before the desired replacement date. Any replacement is subject to Rydoo's approval. If the replacement Add-On has a higher price than the original Add-On and/or requires additional Implementation Services, the Client shall pay the price difference, as well as any additional implementation fees required for the replacement.

5.2. Termination for cause.

5.2.1. Rydoo may, at its discretion, terminate or suspend the Contract (or any Add-On) immediately upon written notice to the Client in any of the following cases:

(i) **Non-payment.** The Client shall pay all invoices in accordance with Section 6 (Financial Conditions). If the Client fails to pay any invoice by its due date, Rydoo will send the Client a payment reminder (by letter, email, in-app notification, or any other communication method that Rydoo deems appropriate for this purpose). Following the receipt of the payment reminder, the Client shall settle the due amounts within an additional reasonable time, which shall be no more than thirty (30) calendar days. If the Client fails to make the due payment within thirty (30) calendar days after receipt of the payment reminder, the mere expiry of that thirty (30)-day period shall automatically constitute a formal notice, without any further action required from Rydoo and Rydoo may immediately suspend or terminate the Contract in whole or in part, at its discretion.

(ii) **Client's apparent insolvency** – meaning situation where the Client enters into bankruptcy proceedings, liquidation, or any comparable process that indicates insolvency.

(iii) **Material breach.** Rydoo may terminate or suspend the Contract if the Client breaches any material term of the Contract and fails to remedy such breach within thirty (30) calendar days, or within any other period agreed in writing by the Parties. Rydoo shall notify the Client in writing of the alleged breach and the applicable remedy period. If the Client does not remedy the breach within the specified period, Rydoo may, at its discretion, terminate or suspend the Contract with immediate effect.

(iv) **Unlawful or abusive use** – meaning situation where Rydoo reasonably suspects that the Client uses the Expense Solution, any Add-On or other product or service in a manner that is unlawful, fraudulent, or threatens the security or operation of the service, or could subject Rydoo or third parties to any liability.

5.2.2. The Client may terminate the Contract immediately upon written notice to Rydoo in the following cases:

(i) **Rydoo's apparent insolvency -** meaning situation where Rydoo enters into bankruptcy proceedings, liquidation, or any comparable process that indicates insolvency.

(ii) **Material breach.** The Client may terminate the Contract if Rydoo breaches any material term of the Contract and fails to remedy such breach within thirty (30) calendar days, or within any other period agreed in writing by the Parties. The Client shall notify Rydoo in writing of the alleged breach and the applicable remedy period. If Rydoo does not remedy the breach within the specified period, the Contract is deemed terminated with immediate effect.

5.2.3. If the Contract is terminated under clause 5.2.2 (Termination for cause by the Client), Rydoo will reimburse the Client on a pro-rata basis for the License fees covering the unused portion of the then-current Subscription Period. This reimbursement shall be without prejudice to the Client's right to seek additional damages under clause 13.1 (General Liability). Any amounts reimbursed under this clause shall be taken into account when calculating such damages.

5.3. Effects of termination.

5.3.1. **Access to products and services.** Following the effective date of termination, Rydoo shall revoke Client's access to the Expense Solution (and any applicable Add-Ons or other services), and the Client shall cease all access to and use of the Expense Solution and related services.

5.3.2. Effect of Contract Termination on Client Affiliates' Individual Agreements. If the main Contract is terminated by either Rydoo or the Client for any reason, all Individual Agreements entered into by Client Affiliates under Clause 2.2 (Client Affiliates) will automatically terminate on the last day of the then-current Subscription Period applicable to the relevant Client Affiliate. No compensation will be due from Rydoo as a result of such termination. The Client is responsible for informing its Affiliates of this termination.

For clarity, this termination does not prevent a Client Affiliate and Rydoo from continuing their cooperation under a new and separate written agreement entered into after the termination of the Contract.

If a Client Affiliate terminates its Individual Agreement for any reason, the main Contract will remain in effect.

5.3.3. Return of Client Data

(i) **Export of data**. The Client can request a copy of the Client Data available in the Expense Solution at any time during the Contract term, upon termination of the Contract, or during the retention period described in clause 5.3.4, where the Client has chosen to retain the data with Rydoo.

Upon receiving the request, Rydoo will provide the Client with a copy of the requested Client Data in accordance with Rydoo's standard procedures and in a standard, machine-readable format defined by Rydoo.

The timeframe for completing the data export typically does not exceed thirty (30) days, provided that the Client supplies Rydoo with all necessary information regarding the scope of the requested export. Any delay caused by incomplete or unclear instructions from the Client may extend this timeframe.

(ii) **Non-exportable data.** The following, but not limited to, information held by Rydoo that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use are excluded from any return of data to the Client:

- System source code and proprietary algorithms, code, logic, and automations developed by or on behalf of Rydoo.
- Proprietary user interface and experience assets including layouts, workflows, and design features owned by Rydoo.
- Database schemas and internal relational models.
- Proprietary system configurations, including rules, workflows and automations applied at the platform level.

- Internal monitoring and performance data, including error logs, latency reports, and other internal system metrics.
- Security controls and tools, encryption keys, penetration test results, vulnerability scans, and internal secureity settings.
- Third-party integrations licensed by Rydoo including connectors, APIs, or other provided under Rydoo's supplier and partnership agreements.
- Aggregated and anonymized data, including statistics and insights derived from Rydoo's full customer base.
- Internal training datasets to develop, test, or improve Rydoo´s platform and features.
- Client Materials.

5.3.4. **Retention and Deletion of Client Data.**

A) **Data Retention**. At the end of the Contract, the Client may choose to retain its Client Data with Rydoo in accordance with the retention schedule set out in Rydoo's Privacy Notice available on its website. If the Client does not wish to retain the data, it must notify Rydoo about such a decision either in the Termination Notice or at any time during the applicable retention period.

B) **Data Erasure**. At any time during the Contract term, upon Contract termination or during the applicable retention period, the Client may request erasure of all or part of the Client Data. The timeframe for completing the data erasure typically does not exceed thirty (30) days, provided that the Client supplies Rydoo with all necessary information regarding the scope of the requested export, whether the Client wishes to receive a copy of its data and confirmation on exporting such copy to Client's own system. Any delay caused by incomplete or unclear instructions from the Client may extend this timeframe.

The Client acknowledges and agrees that, in any event, all Client Data will be deleted by Rydoo upon expiry of the applicable retention period. Following deletion of Client Data from the active systems, residual copies may remain in Rydoo's backup systems for a period of up to six (6) months. Such backup copies shall not be accessible or used in the ordinary course of business. Any such data shall remain subject to the confidentiality and data protection obligations set out in the Contract until permanently deleted in accordance with Rydoo's backup deletion cycle.

5.3.5. **Outstanding Obligations.** Termination of the Contract does not affect either Party's obligation (including Client's obligation to pay any amounts that remain due to Rydoo) accrued prior to the effective date of Contract termination.

6. FINANCIAL CONDITIONS

6.1. Types of fees

6.1.1. The Client acknowledges and agrees that:
   a) Subscription fees constitute recurring fees; and
   b) fees for Implementation Services constitute one-off fees.

6.1.2. The recurring Subscription fees for the Client's access to the Expense Solution shall be calculated in accordance with Appendix 2: Subscription Policy.

6.2. Payment conditions.

6.2.1. Unless otherwise specified by Rydoo, all fees shall be paid fully upfront via bank transfer, within the payment terms defined in the Contract and the instructions indicated on the corresponding invoice.

6.2.2. Without prejudice to the preceding and without any prejudice to the payment obligation of the Client(s), each protest must be communicated within a period of 15 (fifteen) calendar days as of the invoice date via motivated email to renewals@rydoo.com. After this period, the Client shall be deemed to have definitively accepted the invoiced amount.

6.2.3. For the avoidance of doubt, the protest does not relieve the Client from its obligation to pay any uncontested due amounts.

6.2.4. Unless otherwise expressly agreed by the Parties in writing, one Expense Solution account (regardless of the number of branches or entities operating within that account) shall be treated as a single account for purposes of calculating usage, Subscription fees, and any True-Up adjustments.

Where, in accordance with Clause 2.2 (Client Affiliates), a Client Affiliate entered into Individual Agreement with Rydoo and maintains its own separate Expense Solution, the usage of that Client Affiliate shall be calculated independently from the Client. In such cases, separate invoices will be issued directly to the respective Client Affiliate.

6.2.5. Except as expressly provided in the Contract or agreed by the Parties, the Client waives any right to a refund of prepaid amounts.

6.3. Late payment.

In the event of non-payment by the due date, any amount due to Rydoo, and not contested by the Client, shall bear interest at the legal interest rate published by Federal Public Service Finance for commercial transactions, from the first Business Day of delay following the date indicated in the payment reminder sent to the Client. Following art.6 par. 1 of Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions, Rydoo may likewise request the payment of a lump sum of forty (40) euros for recovery costs, without prejudice to its right to seek greater compensation if costs actually incurred in this regard exceed the lump sum amount.

6.4. Price adjustment.

6.4.1. **Annual Price Adjustment.** With effect from the renewal of Client's Subscription Period, Rydoo may adjust its prices by eight percent (8%) compared to the pricing table (excluding any discount) applicable in the previous Subscription Period. The initial pricing table is presented in Exhibit A to Subscription Policy. This adjustment reflects the ongoing maintenance, improvement, and development of the Expense Solution, including new Versions, security measures, Support Services, Technical Support, data storage costs, and related operational expenses.

6.4.2. **Other Price Revisions**. Rydoo may revise its pricing model at any time during the term of the Contract in accordance with the process set out below, provided that any such changes shall take effect only as of the Client's Renewal Term:

- Rydoo will notify the Client of any revised prices at least sixty (60) days before the Client's Renewal Term. Upon receiving such notice, the Client may oppose the change by terminating the Contract within the same sixty (60)-day period without compensation.
- If the Client does not terminate the Contract within that period:
  a) the revised prices will apply as of the start of the next Renewal Term; or
  b) if Rydoo provides notice less than sixty (60) calendar days before the Renewal Term, the revised prices will apply at the following renewal.

This clause applies separately from, and will not be combined with, the price adjustment set out in Clause 6.4.1.

6.4.3. **True Up Invoices**. For clarity:

a) Any True-Up Invoice issued due to the change in Client's actual usage of the Expense Solution does not constitute a price adjustment or price revision in accordance with clause 6.4.1 or 6.4.2 above.

b) Price revision outlined in clause 6.4.1 does not apply to True-Up Invoices issued prior to the start of a new Subscription Period, which is when revised prices first take effect.

6.5. Taxes. Unless otherwise stated, Rydoo's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Client is responsible for paying all Taxes associated with Client's purchases hereunder. If Rydoo has the legal obligation to pay or collect Taxes for which the Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Client, unless the Client provides Rydoo with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, Rydoo is solely responsible for taxes assessable against Rydoo based on Rydoo's income, property, and employees.

6.6. Correction of invoices. Rydoo has the right to correct pricing errors related to unintentional omission or miscalculation or mistakes (such as clerical errors) even if Rydoo has already issued an invoice or received payment. Rydoo will notify the Client of any such correction.

6.7. Use of PO system.

6.7.1. If the Client uses a Purchase Order ("PO") system, the Client shall provide Rydoo with its PO number no more than seven (7) business days after the Effective Date or at least seven (7) business days before the renewal of the Client's Subscription Period. Any delay or failure in providing a PO number will not relieve the Client of its payment obligations under this Contract within the indicated payment period.

6.7.2. The PO number shall be delivered by the Client to renewals@rydoo.com.

6.7.3. The Parties acknowledge and agree that the terms and conditions of this Contract shall take precedence over any general or particular conditions of the Client attached to its Purchase Order.

6.8. Peppol ID Accuracy

6.8.1. Where the Client is required to receive invoices via the Peppol network or has opted to use Peppol for invoicing purposes, the Client is solely responsible for ensuring that the Peppol ID it provides to Rydoo is accurate, complete, and kept up to date. Rydoo shall not be liable for any delivery failure, delay, or misrouting of invoices resulting from an incorrect or outdated Peppol ID supplied by the Client.

6.8.2. The Client acknowledges and agrees that any error or inaccuracy in its Peppol ID shall not constitute valid grounds for disputing, delaying, or refusing payment of any invoice issued by Rydoo.

6.8.3. The Client shall inform Rydoo in writing, by email sent to renewals@rydoo.com, without undue delay and in any event prior to the effective date of the change, of any modifications to its Peppol ID or related electronic invoicing details. Such notification shall be provided sufficiently in advance to enable Rydoo to issue its invoices correctly. Rydoo shall not be liable for any delay or failure in invoice delivery resulting from the Client's failure to timely notify Rydoo of such changes.

7. OBLIGATIONS OF THE PARTIES

7.1. Client's Obligations. The Client undertakes to:

(i) Cooperate fully and in good faith with Rydoo in the performance of the Contract. The Client acknowledges that Rydoo's ability to deliver the Expense Solution and related services at the agreed standard and time depends on the Client's timely cooperation, including the accuracy and completeness of all information and data provided by the Client. The Client further acknowledges that insufficient cooperation may limit the availability or proper functioning of certain configurations or features of the Expense Solution.

(ii) Provide Rydoo with the contact details of all Users authorised to access the Expense Solution, and any other information reasonably required for Rydoo to operate the Expense Solution.

(iii) Promptly inform Rydoo of any difficulties, incidents, or information that may affect the proper performance of the Contract.

(iv) Appoint a SPOC for all communications with Rydoo, including questions and complaints and ensure that, in case of (i) Client's using Enterprise Ticketing System, or (ii) service faults, the Client's SPOC provides first-line support to Client's Users before contacting Rydoo. Such centralized communication through the Client's SPOC is required to ensure the efficient assessment and timely resolution of the issue by Rydoo.

(v) Access and use the Expense Solution and related services in accordance with:
- the Contract,
- applicable law,
- the Documentation (including any developer portal documentation), and
- other instructions or information provided by Rydoo.

(vi) Pay all due and undisputed invoices within the agreed payment terms.

7.2. Suspension for Improper Use of the Expense Solution. Rydoo may temporarily suspend access to the Expense Solution if:

(i) the Client fails to comply with the obligations outlined in clause 7.1 (Client's Obligations) and such failure threatens the integrity or security of Rydoo's systems; or

(ii) Rydoo reasonably suspects that the Client is overburdening the service or using it in a way that jeopardises service delivery to other users.

Rydoo will notify the Client of any suspension and its reasons without undue delay.

The suspension shall remain in effect for the period reasonably necessary for Rydoo to investigate the issue. Rydoo may terminate the Contract for cause in accordance with Clause 5.2.1:

- If Rydoo's investigation confirms that the Client's actions or omissions, or continued use of the Expense Solution may cause harm, or
- if Rydoo requests that the Client remedy the issue and the Client fails to do so within the timeline agreed between the Parties.

7.3. Rydoo's Obligations. Rydoo undertakes to:

(i) Provide the Expense Solution, Implementation, Technical Support, and Support Services in accordance with:

- the Contract,
- the applicable laws,
- the Documentation, and
- generally accepted industry standards.

(ii) Promptly inform the Client of any difficulties that could prevent or delay the proper implementation or performance of the Contract.

(iii) Inform the Client of major and relevant developments to the Expense Solution and related services that may impact the Client's use of the service.

(iv) Provide first-level support to the Client in connection with (i) onboarding activities and (ii) day-to-day operational support for Clients who do not use an Enterprise Ticketing System In case of technical support requests and in case of day-to-day operational support for Clients who use an Enterprise Ticketing System, Rydoo shall provide second-level support for issues that cannot be resolved by the Client's first-level support and that are duly escalated to Rydoo through the agreed support channels.

8. ACCESS TO THE EXPENSE SOLUTION

8.1. ACCESS RIGHTS

8.1.1. **Client Access Right**. The Client is granted a personal right to access and use the Expense Solution. This right may be exercised by the Client's authorised Users added by the Client to its account in the Expense Solution.

This means that:
a) each such User may access the Expense Solution only on behalf of the Client, and never for personal use or on behalf of another organisation;
b) access may only be used for the Client's legitimate internal business activities; and
c) all use must comply with the Contract, applicable laws, the Documentation, and any instructions or policies provided by Rydoo.

8.1.2. **Access by Client Affiliates**. The Client may allow its Affiliates or group entities to use the Expense Solution under the Client's account or separately (as described in Clause 2.2), unless such Affiliate is a competitor of Rydoo.

8.1.3. **Availability**. The Client and its Users may access and use the Expense Solution 24 hours a day, 7 days a week, subject to:

a) scheduled Maintenance. Rydoo will inform the Client about scheduled downtime at least 48 hours in advance. Rydoo will make reasonable efforts to minimize disruption to the Client's operations related to the scheduled downtime by, where possible, scheduling the maintenance activities outside of Business Hours. However, the Client acknowledges and agrees that Rydoo cannot guarantee that all maintenance will occur outside of Business Hours, as certain situations, including but not limited to emergencies, critical updates, or system failures, may necessitate actions during this time.

For the avoidance of doubt, notifications regarding the scheduled downtime will be provided to Client's Users subscribed for notifications via the availability monitoring platform at https://status.rydoo.com or to Client's Users with the administrator role. Notifications can be delivered via instant messaging by e-mail, text message, RSS feed or in-app notifications.

b) unscheduled emergency Maintenance.

c) the availability and performance of the Client's Internet connection. This Contract does not include or guarantee the provision of Internet

access. The Client and its Users are solely responsible for their Internet connection (including bandwidth and stability), any transmission paths, any firewalls, VPNs, or network configurations that may affect connectivity. Rydoo is not responsible for service interruptions or performance issues caused by the Client's Internet connection or network environment.

d) the use of compatible devices by Client's Users. The Client must ensure that its equipment remains compatible with the Expense Solution at all times. Rydoo does not guarantee compatibility with all types of devices, operating systems, or configurations, and shall not be liable for any issues arising from incompatible or outdated Client equipment.

e) the use of appropriate Identifiers (or SSO, where applicable).

f) Rydoo may, in its sole reasonable discretion, temporarily make the Expense Solution unavailable to perform Maintenance in order to ensure the consistent and stable performance of the Expense Solution. Maintenance will (i) follow a schedule determined by Rydoo, and (ii) apply simultaneously to all Rydoo clients.

If reasonably possible, Rydoo will notify the Client in advance of scheduled Maintenance.

In urgent situations, such as security risks, system instability, or critical failures, Rydoo may perform emergency Maintenance without prior notice.
Rydoo will use commercially reasonable efforts to minimise disruption and will notify the Client as soon as reasonably practicable.

8.1.4. **Limitation of Liability**. Rydoo is not responsible for:
   a) failures or delays caused by the Client's networks, devices, or Internet provider;
   b) configuration issues caused by the Client's internal systems or security tools;
   c) inaccurate, incomplete, or outdated device or software environments used by the Client;
   d) any inability to access the Expense Solution resulting from factors outside Rydoo's reasonable control.

9. EXPENSE SOLUTION AND RELATED SERVICES

9.1. Scope of Purchase. The Client is entitled only to the Expense Solution, Add-Ons, Implementation Services and other product or services expressly indicated in the applicable Order Form and invoice.

The Client acknowledges that it purchases the Expense Solution and related services as they exist on the Effective Date, and that its purchase is not dependent on:

(i) the development or delivery of any future functionality or features; or

(ii) any oral or written statements or presentations by Rydoo regarding future product direction, roadmaps, or enhancements.

9.2. **Product Improvements and Updates**. Rydoo may, at its discretion, introduce new Versions from time to time. Any new Version shall not materially modify or remove the Core Functionalities.

Rydoo will reflect material changes in the Documentation, notify the Client or publish relevant information online in a manner accessible to the Client. Minor or non-substantive adjustments may not be individually reflected in the Documentation but will not affect the Client's ability to use the Expense Solution as intended.

For the avoidance of doubt, Rydoo is not required to maintain or support older versions of the Expense Solution (including Add-Ons) once a new Version is released.

9.3. **Restrictions and Limitations**. The Client acknowledges that certain functionalities of the Expense Solution (including its Add-Ons) or other services may be unavailable or limited due to:

(i) local laws or regulatory requirements,

(ii) technical restrictions in certain jurisdictions (e.g., national firewalls or network blocks),

(iii) international sanctions or embargoes, or

(iv) the Client's internal processes or policies that exceed standard product capabilities. In such case, the Client shall collaborate in good faith with Rydoo to seek a reasonable resolution, including any changes to Client's processes or policies.

Rydoo is not responsible for limitations caused by these external factors.

9.4. **Service delivery by Rydoo Group Entities**. The Client acknowledges that the Expense Solution and related services are provided by Rydoo NV, with its registered address at Hendrik Consciencestraat 40/42, 2800 Mechelen, Belgium. Rydoo NV may, for operational, administrative, or tax-compliance reasons, involve its Rydoo Group Entities in the delivery, billing, or collection of services under the Contract. Following that, Rydoo NV may designate any Rydoo Group Entity to issue invoices to the Client. Where any portion of the

services is performed by its Affiliates or subsidiaries ("Rydoo Group Entities"), Rydoo NV shall remain solely responsible for the performance of all obligations under the Contract, irrespective of which Rydoo Group Entity assists in service delivery.

Rydoo shall notify the Client in writing of any change to the invoicing entity. Such change shall take effect no earlier than ten (10) Business Days after the notice was received by the Client, unless required sooner for tax, legal, compliance, or operational reasons. Payment of an invoice to the issuing Rydoo Group Entity fully satisfies the Client's payment obligation for that invoice.

The Client shall update its vendor records accordingly and shall not refuse payment to Rydoo Group Entity that was properly notified to the Client. The Client shall verify that invoices originate from the notified invoicing entity. Rydoo is not responsible for payments made by the Client to fraudulent or unauthorized third parties.

Such involvement of Rydoo Group Entities shall **not** constitute:

a) an assignment or transfer of the Contract (unless expressly agreed under Section 17.4 (Contract Assignment), or
b) a delegation of liability. Rydoo NV remains fully liable for the acts and omissions of its Rydoo Group Entities under the Contract.

9.5. SUPPORT SERVICES

9.5.1. Implementation Services, Support Services and Technical Support will be provided to the Client in accordance with the Support Policy (Appendix no.3 to this Terms and Conditions), which forms an integral part of this Contract. The Client acknowledges that the day-to-day Support Services and Technical Support described in the Appendix 3: Support Policy are included in the Subscription.

9.5.2. Any additional support services requested by the Client during the term of the Contract, including but not limited to training, configuration services, consultancy, or any other professional services, not included in the respective Order Form. Such services may be provided by Rydoo only:

a) upon Rydoo's confirmation and subject to resource availability;
b) under a separate Order Form or written agreement; and
c) at the applicable fees, which will be invoiced separately.

For the avoidance of doubt, no additional service shall be deemed included in the Subscription or provided free of charge unless expressly agreed in writing by the Parties.

9.6. SMART AUDIT

9.6.1. **Smart Audit Module as an Add-On**. As one of its Add-Ons, Rydoo offers a module that enables the Client to activate additional rules and parameters to review and validate expenses submitted by its Users ("Policy Checks"), providing an extra layer of control within the expense process. This Add-On is referred to as the "Smart Audit Module".

9.6.2. **Flags**. The Smart Audit Module may flag expenses submitted by the Client's Users that appear to trigger the Policy Checks configured by the Client ("Flags"). These Flags indicate potential issues and do not constitute a determination of their non-compliance.

9.6.3. **Purpose of the Smart Audit Module**. The intended purpose of Smart Audit Module (including the Policy Checks, and the Flags) are to reduce Client's out-of-policy spend and improve the efficiency of the Client's expense management process. The Client acknowledges that Smart Audit Module is not intended to be used:

    (i)   in violation of any applicable laws.

    (ii) in the operation of critical digital infrastructure.

    (iii) to monitor and evaluate the work-related performance and behavior of users and make decisions affecting the terms of work-related relationships.

9.6.4. **Client Obligations**. The Client:

    (i)   is responsible for defining and setting up the Policy Checks relevant to its organization in the Smart Audit Module.

    (ii) is responsible for defining the format in which Flags are displayed within the Expense Solution and for selecting which User roles may view them. The Client remains solely responsible for the creation, accuracy, and interpretation of its Policy Checks and for any decisions taken based on the Flags.

    (iii) shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data and the Policy Checks used in the Smart Audit Module.

    (iv) acknowledges that due to the state of the art and other factors outside of Rydoo's reasonable control (such as, but not limited to, inherent limitations of automated systems, the quality and completeness of data provided), Policy Checks or Flags may not be correct or accurate.

(v) must evaluate the accuracy of the Policy Checks, and Flags, as appropriate for the purposes stated in clause 9.6.3 (Purpose of the Smart Audit Module), including by using human review of the Flags and Policy Checks.

9.6.5. **Provisioning of Smart Audit Module**. Rydoo will provide Smart Audit Module as outlined in the Contract (particularly these Terms and Conditions and Appendix 5: Smart Audit Module Specification). For the avoidance of doubt, the Appendix no.5: Smart Audit Module Specification is subject to change at the discretion of Rydoo to reflect any new Versions of Smart Audit Module. Such changes will be communicated to the Client in the manner determined by Rydoo and shall not require the execution of an amendment to the Contract.

Subject to the Client's payment of the applicable fees for the Smart Audit Module, the Client is entitled to enable or disable this particular Add-On in its Expense Solution account at any time. For the avoidance of doubt, disabling the Smart Audit Module does not constitute termination of the Add-On and does not relieve the Client of any payment obligations associated with it.

Where Implementation services are needed for the setup of Smart Audit Module or if additional implementation or support services are requested by the Client, these Terms and Conditions and Appendix 3: Support Policy applicable at the moment of such request shall apply to those additional services and may be subject to a fee which will be indicated in the corresponding Order Form.

9.6.6. **Smart Audit Use Restriction**. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, the Client shall not, and shall not permit or authorize third parties to:

(i) Rent, lease, or otherwise permit third parties to use the Smart Audit Module or the Documentation.

(ii) Use the Smart Audit Module to provide services to third parties.

(iii) Use Smart Audit Module for any benchmarking activity or in connection with the development of any competitive product.

(iv) Circumvent or disable any security or other technological features or measures of the Smart Audit Module.

(v) Use Smart Audit Module in a way that infringes, misappropriates, or violates any person's rights.

(vi) Reverse assemble, reverse compile, decompile, translate, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Smart Audit Module (except to the extent such restrictions are contrary to applicable law).

(vii) Use output from Smart Audit Module to develop models that compete with Rydoo.

(viii) Except as permitted through the API, use any automated or programmatic method to extract data or output from Smart Audit Module, including scraping, web harvesting, or web data extraction.

9.6.7. **Smart Audit Module Intellectual Property**. Section 10 (INTELLECTUAL PROPERTY) applies accordingly to the Smart Audit Module.

For the avoidance of doubt, the Smart Audit Module (including all Flags and any other output configured in or generated through the Smart Audit Module (the "Output")) remains the exclusive property of Rydoo. The Client is granted the right to use it solely as permitted under Sections 10.1.2 (Right of Use) and 10.1.3 (Restriction of Use).

9.6.8. **Smart Audit Module Warranties**. Section 17.4 (WARRANTIES) applies accordingly to the Smart Audit Module. In addition, the following terms apply:

a) The Client acknowledges that Smart Audit Module relies on models and services provided by third parties and that, due to the probabilistic nature of such technologies, the Output may contain inaccuracies, may be incomplete, or may not accurately reflect real circumstances, places, facts, or people.

b) Rydoo warrants that Smart Audit Module will substantially conform to Appendix 5: Smart Audit Module Specification and the applicable Documentation. Rydoo shall not be liable for defects that involve minor deviations from the agreed or required quality, or for defects that do not materially affect the performance of Smart Audit Module.

9.7. RYDOO CARDS.

9.7.1. As one of its Add-Ons, Rydoo offers Rydoo Cards Module. Subject to the Client's payment of the applicable fees for the Rydoo Cards Module, the Client may enable or disable this Add-On in its Expense Solution account at any time. For the avoidance of doubt, disabling the Rydoo Cards Module does not constitute termination of the Add-On and does not relieve the Client of any associated payment obligations.

9.7.2. Where Implementation Services are required for the setup of the Rydoo Cards Module, or where the Client requests additional implementation or support services, such services shall be provided in accordance with the terms and conditions and the Appendix 3: Support Policy in effect at the time of the Client's request. These services may be subject to additional fees, which will be specified in the corresponding Order Form.

9.7.3. The provision and use of the Rydoo Cards Module by the Client and its Users is subject to Appendix 6: Rydoo Cards Agreement.

Notwithstanding Appendix 6: Rydoo Cards Agreement, the Client shall refrain from enabling Rydoo Cards for vulnerable users, meaning individuals who, due to their function, financial circumstances, legal restrictions, or other relevant risks, may be unable to manage card-based payments responsibly or may be exposed to elevated fraud, misuse, or compliance risks. Examples may include interns, temporary workers, minors, or individuals without the necessary authorization or financial governance responsibilities.

If the Client nevertheless chooses to enable Rydoo Cards for such vulnerable users, the Client acknowledges and agrees that it does so at its sole and exclusive responsibility, and Rydoo assumes no liability whatsoever for any consequences arising from such enablement or such users' use of the Rydoo Cards.

9.8. THIRD PARTY SERVICES

9.8.1. In some cases, the Expense Solution may allow the Client to connect to or interact with third-party products or services (for example, integrations with the Client's own tools or external systems). Unless expressly stated otherwise, such third-party products or services:

a) are provided solely by the respective third party. Rydoo is not involved in the delivery of such third-party services (e.g., accounting systems, accommodation providers, transportation services, or any other external offering the Client may access through or alongside the Expense Solution).

b) are governed by separate terms and conditions between the Client and that third party. Rydoo is not a party to any agreement between the Client and a third-party provider.

c) and are not part of this Contract.

9.8.2. Rydoo's responsibility is limited exclusively to the Expense Solution and to the services it provides either directly or through contractors it has engaged to perform its obligations under this Contract. Rydoo remains

responsible for the acts and omissions of such contractors in the performance of Rydoo's own services.

For clarity, any product, service, system, or tool not provided by Rydoo or its engaged contractors (including Client-owned tools, external integrations, accounting systems, payment or travel platforms, or any other third-party applications or services) is considered a third-party product or service.To the fullest extent permitted by applicable law, Rydoo makes no warranties and assumes no responsibility or liability for any third-party product or service, including their availability, performance, security, outputs, or compliance.

9.8.3. The Client is solely responsible for evaluating, selecting, contracting for, and using any such third-party products or services, and for any consequences arising from their use, including any integrations with the Expense Solution. Rydoo is responsible only for the proper functioning of the components it provides to enable such integrations and not for the behavior or performance of the third-party systems themselves.

9.9. IDENTIFIERS

9.9.1. **Confidentiality and Management of the Identifiers**. Identifiers (User name and password) are used to control and secure access to the Expense Solution and to protect the integrity, availability, and confidentiality of the Expense Solution and Client Data. Identifiers are personal (assigned to individual User) and confidential. They are intended to ensure that each User can be uniquely identified and authenticated when accessing the Expense Solution.

For the avoidance of doubt, Identifiers:
- must not be shared between Users;
- must not be reassigned without proper authorization;
- may be changed only: (i) at the request of the Client or the User (for example, if a password is forgotten, compromised, or the User leaves the Client's organisation); or (ii) by Rydoo, when necessary to maintain system security or integrity, provided Rydoo informs the Client in advance.

9.9.2. **Client Responsibilities**. The Client shall:

(i) take all reasonable measures to keep Users' Identifiers confidential;
(ii) ensure Identifiers are not shared with or disclosed to any unauthorised person;
(iii) ensure that only authorised Users can access the Expense Solution;
(iv) maintain the security of any devices used to access the Expense Solution.

If the Client elects to use Single Sign-On (SSO), the Client is solely responsible and fully liable for providing SSO access to its Users and for the security, management, and proper use of Users' SSO credentials.

9.9.3. **Liability**. Rydoo shall not be liable for any damages resulting from the loss, misuse, or breach of confidentiality of Identifiers assigned to the Client or its Users, except where such loss, misuse, or breach is caused solely by Rydoo's own acts or omissions under this Contract.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. RYDOO SERVICES

10.1.1. **Ownership of the Expense Solution**. The Expense Solution, Add-Ons, and any other services provided by Rydoo, together with all related components (including software, features, enhancements, documentation, and materials), are and shall remain the exclusive property of Rydoo or its licensors.

Any developments, improvements, modifications, features, or other materials created, conceived, or delivered by Rydoo during the term of this Contract (including those based on, inspired by, or incorporating Client Feedback) shall be and remain the sole property of Rydoo. The Client shall not acquire any rights in such developments, except for the limited right of use granted under this Contract.

Unless the Parties expressly agree otherwise in writing, no provision of this Contract transfers any intellectual property rights from Rydoo to the Client.

10.1.2. **Right of Use**. Subject to the Client's compliance with this Contract (including Client's payment obligations), Rydoo grants the Client a personal, limited, non-exclusive, non-transferable or non-sublicensed right to use the Expense Solution solely for the Client's internal business purposes for the duration of the Contract.

For clarity, the license granted under this Section 10.1.2 (Right of Use) may not be assigned, transferred, sublicensed, or made available to any third party except where the Contract is validly assigned in accordance with clause 17.3 (Contract Assignment).

Where the Contract is assigned to a permitted Client's Affiliate under that clause 17.3, the license shall automatically transfer to the permitted Client's Affiliate, provided that such Client's Affiliate assumes all obligations of the Client under the Contract.

10.1.3. **Restriction on Use**. The Client may not, under any circumstances:

a) distribute, transfer, delegate, sublicense, or allow any third party to use its right to access the Expense Solution (including Add-Ons) and related services;

b) create derivative works from the Expense Solution (including Add-Ons) and related services;

c) sell, reproduce, publish, or copy the Expense Solution (including Add-Ons) and related services, in whole or in part;

d) modify, correct, adapt, translate, arrange, or alter the Expense Solution (including Add-Ons) and related services;

e) decompile, reverse-engineer, disassemble, or attempt to derive the source code (except as permitted by applicable law); or

f) make any temporary or permanent reproductions of the Expense Solution (including Add-Ons) and related services by any means, except as expressly permitted under this Contract.

10.2. USE OF RYDOO MARKS

10.2.1. The Client may use Rydoo Marks solely in accordance with Rydoo's branding or usage guidelines, as communicated to the Client from time to time.

10.2.2. The Client acknowledges that it acquires no rights, title, or interest in the Rydoo Marks and undertakes not to claim or assert any such rights. All rights in the Rydoo Marks remain exclusively with Rydoo.

10.2.3. The Client shall not:

(i) dilute, impair, or otherwise adversely affect the distinctiveness or reputation of the Rydoo Marks;

(ii) use the Rydoo Marks in any manner that disparages or misrepresents Rydoo or its products or services; or

(iii) use the Rydoo Marks in a way that could reasonably mislead third parties as to the nature of the Parties' relationship.

10.3. USE OF CLIENT MARKS

10.3.1. The Client's preferences regarding the use (or not) of the Client Marks by Rydoo shall be set out in the relevant Order Form, primarily the initial Order Form.

10.3.2. The Client may change its preference regarding the use of the Client Marks by Rydoo at any time by providing written notice to Rydoo. Rydoo shall implement such change within thirty (30) days of receiving the notice.

10.3.3. If an Order Form does not specify the Client's preference, the Parties agree that Rydoo may use Client Marks only with the Client's prior written approval.

10.3.4. Nothing in this clause grants Rydoo any rights to the Client Marks other than as expressly permitted in the applicable Order Form or approved in writing by the Client.

10.4. CLIENT DATA & CLIENT MATERIALS

10.4.1. **Client Materials**. The Client retains all right, title, and interest in and to the Client Materials, except for the limited rights expressly granted to Rydoo under this Contract. Nothing in this Contract transfers ownership of Client Materials to Rydoo.

10.4.2. **Ownership of Client Data**. The Client retains all right, title, and interest in and to the Client Data, except for the limited rights expressly granted to Rydoo under this Contract. Nothing in this Contract transfers ownership of Client Data to Rydoo.

The Parties acknowledge that Rydoo may generate aggregated, de-identified, anonymized, or otherwise non-identifiable data derived from Client Data in accordance with this Contract and applicable law. Once transformed so that it can no longer be used to identify the Client or its Users, such derived data is no longer considered Client Data. All rights, title, and interest in such derived data shall belong exclusively to Rydoo.

10.4.3. **License to use Client Data.** The Client grants Rydoo and its Affiliates a limited, royalty-free, non-exclusive, transferable and assignable, worldwide licence to use Client Data during the term of the Contract, and after the end of the Contract (for as long as Client Data remains stored in the Expense Solution) to the extent necessary for:

a) performing Rydoo's obligations under this Contract. For the avoidance of doubt, if Personal Data is required, such data is processed by Rydoo in its role of data processor and strictly in accordance with the DPA and GDPR;

b) enabling and monitoring any attempted User access or login to the Expense Solution (particularly failed login attempts). For the avoidance of doubt, if Personal Data is required (e.g. email address), such data is processed by Rydoo in its role of data controller and strictly in accordance with GDPR;

c) complying with applicable laws or regulatory requirements by Rydoo. For the avoidance of doubt, if Personal Data is required, such data is processed by Rydoo in its respective roles of data processor or data controller and strictly in accordance with GDPR;

d) supporting platform improvements, feature research, analytics, and other legitimate business activities (such as enhancing system performance and security, conducting statistical analysis on usage patterns, optimizing user experience, and preparing reports or benchmarking insights) using aggregated, anonymized, or de-identified data. For the avoidance of doubt, if Personal Data is required (e.g User's email address), such data is processed by Rydoo in its role of data controller and strictly in accordance with GDPR;

e) contacting Users, where appropriate, for service-related updates, surveys, or notifications relevant to the operation and improvement of Rydoo's services or Rydoo's new offering. For the avoidance of doubt, if Personal Data is required (e.g. email address for surveys, or service updates notifications), such data is processed by Rydoo in its role of data controller and strictly in accordance with GDPR.

10.5. CLIENT FEEDBACK

10.5.1. **Provision of feedback.** If the Client or any of its Users provides Rydoo with any suggestions, ideas, recommendations, requests for changes, comments, or other input relating to the Expense Solution ("Feedback"), Rydoo may use that Feedback freely, regardless of any other obligation in this Contract.

Feedback shall exclude (i) the Client's Confidential Information, (ii) any information identifying the Client, and (iii) the Client's background IP - intellectual property that the Client already owns or has developed prior to the Effective Date of the Contract, or independently of it (pre-existing software, know-how, proprietary processes, documentation developed before or under the Contract).

10.5.2. **Assignment of rights.** Unless otherwise explicitly agreed between the Parties in writing, the Client hereby assigns to Rydoo all rights, title, and interest in and to the Feedback, including any related intellectual property rights.

10.5.3. **Use of Feedback.** Unless otherwise explicitly agreed between the Parties in writing, Rydoo may use any ideas, know-how, concepts, or techniques (in whole or in part) contained in the Feedback for any purpose, without attribution, approval, or compensation to the Client, the Users, or

any third party. For the avoidance of doubt, Rydoo is not required to use or implement any Feedback.

11. CONFIDENTIALITY

11.1. **Definition of Confidential Information.** **"**Confidential Information" means all non-public and/or proprietary information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, in writing, or in any other form, that:

(i) is identified as confidential at the time of disclosure; or

(ii) given the nature of the information or the circumstances of disclosure, should reasonably be understood as confidential.

Confidential Information includes, without limitation:
- the Expense Solution, its architecture, Documentation, pricing, and business plans;
- Client Data;
- Client Materials;
- Personal Data;
- technical, operational, commercial, and financial information of either Party.

11.2. The Receiving Party shall:

(i) keep the Confidential Information strictly confidential and protect it with at least the same degree of care it uses to protect its own confidential information of similar importance (but no less than a reasonable degree of care);

(ii) use Confidential Information solely for the performance of the Contract;

(iii) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent, unless such disclosure is permitted under clause 11.3 (Permitted Disclosure).

11.3. **Permitted Disclosure**. The Receiving Party may disclose Confidential Information:

(i) To its or its Affiliates' employees, officers, advisors, contractors, suppliers solely for the purpose of performing the Contract, provided that such recipients are:
- informed of the confidential nature of the information; and
- bound by confidentiality obligations no less protective than those in this Section 11 (CONFIDENTIALITY). Personal Data shared

with such recipients must additionally be handled in accordance with GDPR and the DPA (if applicable); and

- not considered a competitor of the Disclosing Party.

(ii) If required by law, court order, or governmental authority. In such case, the Receiving Party may disclose Confidential Information to the extent required, provided that:

- it promptly notifies the Disclosing Party before disclosure (unless prohibited by law); and
- it uses reasonable efforts to obtain confidential treatment or protective measures for the disclosed information.

Any Confidential Information so disclosed shall remain subject to the confidentiality obligations set out in this Section 11 (CONFIDENTIALITY).

11.4. **Exclusions**. These confidentiality obligations do not apply to information that the Receiving Party can demonstrate:

(i) was already publicly available at the time of disclosure, or becomes public through no breach of this Contract; or

(ii) was lawfully known to the Receiving Party prior to disclosure; or

(iii) was received lawfully from a third party, which to the reasonable knowledge of the Receiving Party, is not bound by duty of confidentiality; or

(iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

11.5. **Return and Deletion of Confidential Information**. Any Confidential Information that is not Client Data stored in the Expense Solution shall be returned or deleted by the Receiving Party within thirty (30) days following (i) the termination or expiry of the Contract, or (ii) the Disclosing Party's written request.

Client Data stored in the Expense Solution shall be returned or deleted in accordance with clauses 5.3.4 (Return of Client Data) and 5.3.5 (Retention and Deletion of Client Data).

Notwithstanding the above, the Receiving Party may retain copies of Confidential Information that are stored in routine electronic backups or archival systems, provided that:

a) such copies are retained solely for backup, security, legal, or compliance purposes;
b) the Confidential Information remains subject to the confidentiality protections and security measures in this Section 11 (CONFIDENTIALITY);

c) such copies are not restored, accessed, or used except as required for backup integrity, disaster recovery, or compliance with applicable law; and

d) retained copies containing Personal Data continue to be protected in accordance with the GDPR and the DPA (where applicable).

11.6.   Duration. The confidentiality obligations in this Section 11 (CONFIDENTIALITY) continue during the Contract term and for three (3) years after termination or expiry of the Contract, except that obligations relating to Personal Data remain in effect for as long as such data remains subject to the GDPR.

12. PERSONAL DATA

12.1.   Compliance with Data Protection Laws. Each Party shall comply with all applicable data protection and privacy laws, including GDPR. In the event of any inconsistency between local data protection laws and the GDPR, the GDPR shall prevail to the extent permitted by law.

12.2.   Role of the Parties. For the purposes of the processing of Personal Data under this Contract:
(i) the Client acts as Data Controller; and
(ii) Rydoo acts as Data Processor(s) and shall process Personal Data on behalf of the Client and in accordance with GDPR.

12.3.   Processing by Rydoo. Rydoo and/or its Affiliates shall process Users' Personal Data only to the extent necessary for the performance of the Contract and compliance with applicable laws.

Rydoo shall make commercially reasonable efforts to ensure that Personal Data is processed within the European Union. In cases, where Rydoo transfers Personal Data outside the EU, such transfers shall be conducted in compliance with GDPR requirements for international transfers, including the use of appropriate safeguards where required.

The Client acknowledges and agrees that Rydoo may engage third-party sub-processors to process Personal Data. As of the Effective Date, the Client accepts the sub-processors listed in Rydoo's Privacy Policy (under section "SUBPROCESSORS"). Rydoo may update this list from time to time, subject to prior notification to the Client and providing the Client with an opportunity to raise objections to any new sub-processor.

12.4.   Client Obligations. The Client shall ensure that:
a) it has a valid legal basis for the processing of Personal Data and for providing such Personal Data to Rydoo;
b) all instructions issued to Rydoo comply with applicable data protection laws; and

c) Users are informed of Rydoo's processing of their Personal Data on Client's behalf.

The Client is solely responsible for the accuracy, quality, and legality of the Personal Data it provides to Rydoo and for ensuring that such data does not infringe third-party rights.

12.5. **Data Processing Agreement**. If the Parties have concluded a Data Processing Agreement (DPA), the DPA shall take precedence over the provisions of this Section 12 (PERSONAL DATA).

12.6. **Processing of Personal Data of Rydoo Personnel.** If the Client processes Personal Data of Rydoo's personnel in connection with the Contract, the Client shall process such data strictly in accordance with applicable data protection laws, including the GDPR, and shall not retain or use such data for purposes unrelated to the performance of this Contract.

13. LIABILITY

13.1. **General Liability**. Each Party's liability under this Contract is limited to direct damages actually caused to the other Party. For the avoidance of doubt, the Client is solely and fully responsible for the use of the Expense Solution by its Users.

13.1.1. **Exclusion of liability**. Neither Party shall be liable for any indirect, incidental, or consequential damages, whether or not such losses were foreseeable or the Party was advised of the possibility of such damages, including:

- loss of Client Data (unless such loss becomes permanently unrecoverable and such unrecoverable loss is solely and directly attributable to Rydoo),
- loss of income or profits,
- loss of opportunity,
- loss of customers, or
- reputational harm.

Rydoo shall not be liable for any loss or damage arising from or relating to (i) incorrect, incomplete or misleading information uploaded to the Expense Solution or otherwise provided by the Client or its Users, (ii) any configurations implemented by Rydoo at Client's request or configured by the Client itself, (iii) actions or omission of third parties engaged by the Client, or (iv) Client's reliance on any information, statements or reports obtained using the Expense Solution following points (i)-(iii) as the accuracy and completeness of such outputs depend on numerous factors outside Rydoo's control, including the information, documents, and files provided or uploaded by the Client or its Users.

Rydoo shall not be liable for any loss or damage arising from:
  a) the Client's or its Users' failure to provide the information, documents, or files required for the proper implementation and use of the Expense Solution; or
  b) errors, inaccuracies, or defects in data supplied by the Client, its Users, or any third party.

13.1.2.   **Rydoo Liability cap**. Except in cases of wilful misconduct, gross negligence, or where liability cannot be limited under applicable law, Rydoo's total, aggregated liability under this Contract shall not exceed the lower of:
  a) the Subscription fees actually received by Rydoo in the twelve (12) months preceding the event giving rise to the claim; or
  b) EUR 30,000 for Clients subscribed to the Business Plan, or EUR 90,000 for Clients subscribed to the Enterprise Plan.

13.1.3.   **Client Liability cap**. Except in cases of wilful misconduct, gross negligence, or where liability cannot be limited under applicable law, Client's total, aggregated liability under the Contract shall not exceed the lower of:
  c) the Subscription fees paid and/or payable to Rydoo in the twelve (12) months preceding the event giving rise to the claim; or
  d) EUR 30,000 for Clients subscribed to the Business Plan, or EUR 90,000 for Clients subscribed to the Enterprise Plan.

13.2.   Force Majeure

13.2.1. **Force Majeure definition**. A "Force Majeure Event" means any event beyond the reasonable control of a Party, which could not reasonably have been foreseen or prevented, and which makes the performance of that Party's contractual obligations impossible or unreasonably burdensome.

Force Majeure Events include, but are not limited to: natural disasters (such as earthquakes, floods, storms, or fire), strikes or other labor disputes, acts or orders of government, pandemics, epidemics, wars, acts of terrorism, riots, civil unrest, political instability, large-scale power outages, failures of telecommunications or internet service providers, global or regional cloud infrastructure outages, or any other event of similar nature.

A Force Majeure Event affecting any subcontractor engaged by Rydoo shall be deemed a Force Majeure Event with respect to Rydoo if the subcontracted work cannot be performed or obtained from an alternative source without Rydoo incurring unreasonable costs or experiencing a significant delay.

13.2.2. **Notification and Mitigation**. The affected Party shall notify the other Party of the Force Majeure Event without undue delay and shall use all reasonable efforts to:
   a) mitigate the impact of the event; and
   b) resume performance as soon as reasonably possible.

13.2.3. **Suspension of Obligations**. If a Force Majeure Event temporarily prevents a Party from performing its obligations, those obligations shall be suspended for the duration of the Force Majeure Event, up to a maximum of sixty (60) days, without liability for damages. Where possible, the affected Party shall continue to perform any obligations not impacted by the Force Majeure Event.

For clarity, the Client's obligation to pay undisputed amounts already due before the Force Majeure Event shall not be suspended unless prohibited by applicable law.

A Party's failure to perform its obligation due to a Force Majeure Event shall not constitute a breach of contract, provided it has been notified in accordance with clause 13.3.2.

13.2.4. Effect on Subscription Period. If the provision of the Expense Solution is materially and continuously disrupted for at least five (5) consecutive Business Days due to a Force Majeure Event affecting Rydoo, Client's Subscription Period shall be extended by the number of days during which access to the Expense Solution was unavailable, unless the Parties agree otherwise in writing.

13.2.5. **Termination due to Force Majeure**. If the Force Majeure Event lasts for more than sixty (60) days, either Party may terminate the Contract immediately by providing written notice to the other Party. Until such termination occurs, the affected obligations shall remain suspended.

If the Contract is terminated due to a Force Majeure Event:
   • the Client shall receive a pro-rata refund of any prepaid Subscription fees for the unused portion of the then-current Subscription Period; and
   • no Party shall owe the other any additional compensation, except amounts accrued before the Force Majeure Event.

Clause 5.3 (Effects of Termination) applies accordingly.

14. INSURANCE

14.1. **Insurance Obligation**. Each Party shall, at its own expense, maintain during the term of the Contract (and any applicable survival period) appropriate insurance coverage with reputable and financially sound insurance providers.

Such insurance shall be sufficient to cover the risks arising from that Party's performance of its obligations under this Contract.

14.2.   **Evidence of Coverage**. Upon reasonable written request, each Party shall provide the other Party with a certificate of insurance or other reasonable evidence of coverage. For clarity, neither Party shall be required to disclose confidential policy terms, premiums, or commercially sensitive details.

15. NOTICES AND COMMUNICATIONS

15.1.   **Form and language**. Unless otherwise stated in the Contract, all notices and communications under this Contract shall be:

(i)   in writing;
(ii) in English; and
(iii) delivered by one of the following methods:
- personal delivery;
- registered or certified mail;
- overnight courier;
- email;
- in-app notification within the Expense Solution; or
- messages sent via the in-app chat tool made available by Rydoo.

15.2. Recipients. Notices and communications shall be sent to the following addresses or to any updates notified under clause 15.3:

- **To Rydoo:**

    Sebastien Marchon
    Hendrik Consciencestraat 40-42, 2800 Mechelen, Belgium
    With cc to contracts@rydoo.com and renewals@rydoo.com

    In-app notifications are not available for notices to Rydoo.

(ii) **To the Client:**

a) The postal address and email address indicated in the most recent Order Form, and/or the designated notice email address provided by the Client.
b) In-app notifications, in-app chat messages and/or emails may be sent to Client Users with an administrator role or any other notice recipient designated by the Client (e.g in case of data protection topics).

15.3.   **Updating Recipient Information**. Either Party may update its notice address or designated recipients by providing written notice (including by email or in-app notification) to the other Party. Such change becomes effective five (5) Business Days after receipt of the update. Each Party is responsible for

keeping its contact information up to date. Notices sent to the most recently provided information shall be valid even if the receiving Party failed to update its details.

15.4.   Effectiveness of Notices.

A notice or communication is deemed received as follows:
  (i)   <u>personal delivery</u>: on the date delivered;
  (ii) <u>registered or certified mail</u>: on the third (3rd) Business Day after mailing
  (iii) <u>overnight courier</u>: on the Business Day after dispatch;
  (iv) <u>email</u>:
  - when the sender receives a delivery confirmation, read receipt, or no bounce-back within four (4) hours;
  - if sent outside Business Hours, at the start of the next Business Day;
  (v)   <u>in-app notification</u>:
  - four (4) hours after the notification becomes visible in the Client's administrator account, or
  - if delivered outside Business Hours, at the start of the next Business Day;
  (vi) <u>in-app chat message</u>: when the message has been successfully delivered to the Client's account within the application (the system did not return any delivery error or bounce message, the message is available for the Client to access the next time they log in). It does not require the Client to actually read or open the message-only that the message has reached the system in a way that makes it viewable.

15.5.   Failed Delivery.

15.5.1.   If a Party refuses delivery, or if delivery cannot be completed because the recipient failed to maintain updated notice information (including in-app access), the notice shall be deemed received on the date delivery was attempted or became accessible by reasonable means.

15.5.2.   An automated "out of office" reply does not constitute non-delivery.

16. APPLICABLE LAW AND JURISDICTION

16.1.   Applicable law. This Contract is governed and interpreted in accordance with Belgian law with exclusion of its conflict of laws rules.

16.2.   Good Faith Negotiations. If a dispute arises out of or in connection with this Contract, the Parties shall first try to resolve it in good faith without arbitration or litigation. Each Party shall promptly appoint a senior executive with authority to resolve the dispute. These representatives shall meet as soon as reasonably possible and shall use all reasonable efforts to reach a mutually acceptable solution.

16.3.   Jurisdiction. If the Parties cannot resolve the dispute within thirty (30) calendar days (or another period agreed in writing) after referring it to their senior executives, the dispute shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

This applies regardless of:
   a) where the Contract is performed,
   b) the domicile of the defendant,
   c) the number of defendants, or
   d) the involvement of third parties.

It also applies to emergency or protective proceedings.

17. MISCELLANEOUS

17.1.   Changes to the Contract

17.1.1.   Rydoo may amend the Contract (in whole or in part) at any time. In such case, Rydoo will notify the Client of the new terms no later than thirty (30) days before they take effect.

17.1.2. After receiving this notification, the Client has thirty (30) calendar days to decide whether it wishes to (i) continue using Rydoo's services or (ii) terminate the Contract without notice and without liability, except as outlined below. If the Client does not terminate the Contract within this thirty (30)-day period, the Client will be deemed to have accepted the new terms, which will replace the previous version and become binding on the Parties

17.1.3. If the Client terminates the Contract under clause 17.1.2, the Client will receive a pro-rata refund of any prepaid License fees for the unused portion of the then-current Subscription Period as of the termination date. Clause 5.3 (Effects of Termination) applies accordingly.

17.2.   Beta Services

17.2.1. From time to time, Rydoo may offer certain Beta Services to the Client at no charge for a limited period determined by Rydoo. Participation in any Beta Service is entirely voluntary and at the Client's sole discretion.

17.2.2. Rydoo may modify or discontinue any Beta Service at any time, with or without notice. Rydoo does not guarantee that any Beta Service, or any feature tested through it, will become part of the commercially available Expense Solution.

17.2.3. Beta Services are provided "as is" and without warranties of any kind, whether express or implied. Beta Services may contain bugs, errors, defects, or may be incomplete or unstable. The Client uses Beta Services entirely at its own risk, and Rydoo shall have no liability for any damages arising out of or relating to the use of Beta Services.

17.2.4. Beta Services are not subject to any service levels, Support Services, Technical Support, uptime commitments, security guarantees, or other contractual performance obligations unless expressly stated otherwise by Rydoo in writing.

17.2.5. If the Client participates in a Beta Service, it agrees to provide Rydoo with ongoing feedback. Rydoo may use such feedback for any purpose, provided that Rydoo will not use the feedback in a manner that identifies the Client. Clause 10.5 (Client Feedback) applies accordingly.

17.2.6. The Client shall treat all Beta Services, and any information about them (including performance results, design elements, and functionality), as Rydoo's confidential information and shall not disclose them to third parties without Rydoo's prior written consent.

17.3. Contract Assignment

17.3.1. The Contract is concluded *intuitu personae* (in consideration of the identity of the Parties). Except the situation described in clause 17.3.2, neither Party may assign, transfer, or otherwise dispose of its rights or obligations under the Contract to any third party without the other Party's prior written consent, which shall not be unreasonably withheld.

17.3.2. Either Party may assign the Contract to its Affiliates or group companies by giving thirty (30) days' written notice to the other Party, as long as the assignment does not affect the performance of the Contract. For the avoidance of doubt, the Client may assign the Contract, under this clause 17.3.2, only to an entity that is not a competitor of Rydoo.

17.3.3. If the Client assigns the Contract, its notice to Rydoo must include the assignee's full legal name, billing address, billing email address, contact person name and contact details, and VAT number.

17.4. Warranties

17.4.1. Except for the warranties expressly stated in the Contract, neither Party provides any other warranties, whether express or implied.

17.4.2. Rydoo specifically does not provide:

(i) any warranty of merchantability, as the performance of the Expense Solution and related services may be affected by factors outside Rydoo's control (such as the Client's systems, configurations, or integrations) and/or because Rydoo's services evolve over time and general-purpose use may vary from one client to another; nor

(ii) a warranty of fitness for a particular purpose, as Rydoo does not guarantee that the Expense Solution will meet the Client's individual or specialized needs and requirements; nor

(iii) a warranty of any kind with respect to any ancillary or monitoring services (including but not limited to the provision of rates or data feeds). These services are provided "as is", and Rydoo does not warrant their accuracy, reliability, completeness, or continued availability.

Rydoo excludes these warranties because the Client's operational environments, internal processes, and requirements may vary, and Rydoo cannot assume responsibility for how the Client chooses to configure or use the Expense Solution.

17.4.3. Rydoo warrants that the Expense Solution (including its Add-Ons) will substantially conform to the Documentation. For the avoidance of doubt, Rydoo is not liable for:
- minor deviations from the expected or agreed quality, or
- issues that have only a minor impact on the Client's use of the Expense Solution (and/or its Add-Ons).

17.4.4. If Rydoo provides any of the following without an additional agreement or payment (i) information on tax compliance, receipt digitalization, or similar topics, (ii) advice of any kind, or (iii) currency conversions or translations, Rydoo does not guarantee the accuracy or correctness of such information, advice, or currency translation.

17.4.5. If the Client notifies Rydoo in writing that the Expense Solution (or any of Rydoo Add-Ons) does not meet the warranties described under clause 17.4 (Warranties), the Client's sole and exclusive remedy is for Rydoo to correct the non-conformity within a mutually agreed and commercially reasonable period, which will be no shorter than thirty (30) Business Days from the date Rydoo receives the notice.

If Rydoo cannot substantially correct the issue within the agreed time, the Client may terminate the Contract immediately upon written notice to Rydoo. In such case, the Client will receive a pro-rata refund of prepaid Subscription fees for the unused portion of the then-current Subscription Period as of the termination date.

Clause 5.3 (Effects of Termination) applies accordingly.

17.5. Ethical and Sustainable Conduct

Each Party undertakes to always conduct its business and obligations under this Contract in a professional and ethical manner and in accordance with the principles of sustainable development. Each Party shall adhere to internationally recognized occupational health and safety, environmental protection, labour, and human rights as well as responsible corporate governance.

17.6. Previous Agreements

17.6.1. This Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, negotiations, correspondence, or discussions relating to the same subject matter.

17.6.2. Any previously executed non-disclosure agreement between the Parties is hereby replaced and superseded by the confidentiality provisions set out in Section 11 (CONFIDENTIALITY) of these Terms and Conditions.

17.7. Severability

17.7.1. If any of the provisions of the Contract is held to be void or invalid and declared as such pursuant to a law, regulation or following a final decision by a competent court, said provision shall continue to apply to the maximum extent permitted by the law , without altering the validity of the other provisions, and the invalid part of the provision shall be replaced by a valid provision of equivalent effect, which the Parties agree to negotiate in good faith.

17.7.2. In the event of individual terms of this Contract being or becoming invalid or unenforceable either in part or in full, this has no effect on the validity of the remaining terms of this Contract. This also applies to any omissions or gaps the Contract may have. The Parties undertake to agree to replace the missing, invalid, or unenforceable term with a valid term that complies as far as possible with the economic purpose pursued by this Contract.

17.8. Non-waiver

The fact that one of the Parties did not exercise any of its rights in a timely manner, or did not exercise them at all, shall not be presumed to operate as a waiver of such rights, whether in relation to a past or future fact.

17.9. Electronic signature

Each Party agrees that this Contract and any other connected documents may be electronically signed, and that any electronic signatures appearing on this

Contract, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

17.10. Contractual documents

17.10.1. **Order of priority.** The Contract between the Parties consists of the following documents, listed in order of decreasing legal priority:

a) these Terms and Conditions;

b) their appendices, including:

- Appendix 1: Initial Order Form
- Appendix 2: Subscription Policy
  - Exhibit A to the Subscription Policy
- Appendix 3: Support Policy
- Appendix 4: Data Processing Agreement (DPA)
- Appendix 5: Smart Audit Module Specification (if purchased by the Client)
- Appendix 6: Rydoo Cards Agreement (if purchased by the Client)
- any other appendices agreed between the Parties.

17.10.2. **Relationship between the documents:**

(i) The Terms and Conditions form the foundation of the contractual relationship between the Client and Rydoo and are supplemented by the appendices.

(ii) If an appendix contains specific terms e.g. related to a particular service, those specific terms take precedence over the general terms on the same subject in the Terms and Conditions. For example, Data Processing Agreement takes precedence over the data protection provisions included in Section 12 (PERSONAL DATA) of the Terms and Conditions.

(iii) In the event of multiple documents addressing the same matter, or if there is any contradiction or inconsistency between documents:
- documents higher in the order of priority prevail over lower-ranking documents; and
- specific provisions override more general provisions on the same topic. For the avoidance of doubt, where the Order Form contains specific terms that modify or deviate from the Terms and Conditions or any appendix, the terms of the Order Form shall prevail to the extent of such modification or inconsistency.