

GENERAL TERMS AND CONDITIONS OF DELIVERY WOLTERS KLUWER BELGIUM

Last updated on 1st of March 2025.

These General Terms and Conditions apply to all offers and agreements relating to Content, Online Content, Software and/or Services of Wolters Kluwer Belgium NV referred to below.

Wolters Kluwer Belgium NV (hereinafter “WK”) is registered in the Crossroads Bank for Enterprises under number 0405.772.873, RPR Antwerp, Mechelen Division, having its registered office and principal place of business at 2800 Mechelen, Motstraat 30, Belgium.

These General Terms and Conditions consist of the following Chapters:

- I. Chapter 1 - General Provisions
- II. Chapter 2 – Online Content
- III. Chapter 3 - Software

Chapter 1 “General Provisions” of these General Terms and Conditions applies to all agreements and legal relationships, between WK and Customer and constitute the “General Terms” of these General Terms and Conditions .

The provisions set forth in Chapters 2 and 3 apply to a specific Software or Online Content and constitute the “Specific Terms” of these General Terms and Conditions.

In the event of a discrepancy between Chapters 2, 3 and Chapter 1, the provisions of Chapter 2 and 3 shall take precedence over Chapter 1.

CHAPTER 1 - GENERAL PROVISIONS

Article 1 Definitions

In these Terms and Conditions, the following terms are used in the following meanings, both singular and plural:

Affiliate: means with respect to a Party, any entity which, directly or indirectly, controls, is controlled by or is under common control with such Party, where control means the ability to direct the management and affairs of an entity through ownership of voting interest, contract rights or otherwise.

Agreement: Any agreement concerning the supply of Content, Online Content, Software and/or Services between WK and the Customer including any amendment and supplement thereto. The Agreement shall in any event consist of these General Terms and Conditions and any appendices.

API: a service that allows a WK product to communicate with a third-party product or service.

Authorized User or User: A natural person, employed in the organization of the Customer, who, according to the Agreement or the General Terms and Conditions, has the right to access and use (parts of) Online Content and/or Software.

Confidential Information: Information as defined in Article 7 of these Terms and Conditions;

Consumer: any buyer who is a natural person acting for purposes outside his trade, business, craft or profession, as provided for in the Economic Law Code;

Content: All works, texts, data, information or other materials including visual materials published, communicated or made available by WK, except Software;

Customer: Any party that enters into an Agreement with WK or requests a quotation from WK

Data Processing Addendum or DPA: means an addendum to these General Terms and Conditions (either appended to these General Terms or published online on the applicable WK website, see:

[Data Processing Agreement \(DPA\) - voor klanten | Wolters Kluwer](#)) which sets out the respective rights and obligations of Customer and WK with respect to the processing of Personal Data.

Customer Data: Information, data and other content in any form or medium submitted, posted, received, downloaded, uploaded or otherwise transmitted by Customer or an Authorized User through the use of the Services, but does not include "Usage Data."

IP rights: All rights in and relating to inventions, patents, copyrights, database rights, designs, know-how, trade secrets, moral rights, contract or license rights, confidential and/or proprietary information, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual property in each case whether created by registration or by operation of law (and in the case of registered rights including all rights to apply for and applications, extensions and renewals), wherever arising, whenever arising and including all present and (if capable of present ownership) future rights.

Login information: The data (username and password) that allows Customer and Users to access Online Content and Software;

Malicious code: Viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents or programs that may have the following, non-exhaustive, adverse effects: (i) prevent, impede or otherwise adversely affect the operation of the Services or any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impede or otherwise adversely affect access to or operation of the Services or any program or data, including the reliability of any program or data (whether by rearranging, modifying or deleting all or part of the program or data or otherwise); or (iii) adversely affect the user experience.

Online Content: The services offered by WK consisting of making Content available to the Customer remotely, as further defined in Chapter 2;

Order: Order means a purchase order, order form or online subscription, as the case may be, which expressly incorporates these Terms and Conditions.

Parties: WK and Customer;

Services: All other professional services, excluding Online Content and Software, offered by WK that are the subject of an offer, quotation, Agreement or other legal act between WK and the Customer, including - but not limited to - data migration, Training, and delivery, installation, implementation and maintenance of Software;

Shop: An online store of WK.

Software: Means each computer software program, in whole or in part, made available to Customer according to the content of the Order, as well as new versions of the same delivered as part of the Order but excluding Third-party software. As the context requires Software includes (i) on-premise Software, with a provision by WK to Customer of a license to use a locally installed version of the Software, and (ii) cloud Software or SaaS, with the right to access and use online services through which WK makes the Software available online to Customer.

Subscription: Agreement to provide Content, Online Content, Software and/or Services (periodically);

Terms and Conditions: These general terms and conditions;

Third-party software: A Software provided to Customer by a third party other than WK, and whether provided through an API or other integration of any kind.

Training: All Training Services offered by WK including - but not limited to - external and in-company training;

Usage data: Data and information relating to Customer or an Authorized User's use of the Services, including statistical compilations, and performance information relating to Customer or an Authorized User's provision and operation of the Services, but does not include Customer Data.

Written: Notification on paper as well as via e-mail.

Article 2 General

- 2.1. These General Terms and Conditions shall apply to, and form an inseparable part of, all Agreements and all quotations or offers issued by WK, to the exclusion of any (general) purchasing or other terms and conditions used by the Customer.
- 2.2. The Agreement supersedes and replaces all written or oral contracts, proposals and undertakings relating to the same subject matter that would have preceded the date of the Agreement. Deviations from the Agreement are possible only with the prior and written consent of WK.
- 2.3 WK is entitled to amend the provisions of the Agreement (including the General Terms and Conditions) for valid reasons. Amended provisions shall always be notified to the Customer in writing and shall apply to the Agreements existing at the time of the amendment.
- 2.4 If Contract Documents conflict with each other, unless a different intention arises from the Agreement, the following order of precedence shall apply:
 - (1) the Order;
 - (2) and where applicable:
 - (a) Data Processing Addendum
 - (b) terms relating to specific Software or Online Content, including APIs (“Specific Terms”);
 - (c) conditions for professional services;
 - (d) conditions for Customer and support;
 - (e) the Terms and Conditions, with the specific provisions under Chapter 2 [Online Content] and Chapter 3 [Software] taking precedence over the "General Provisions" in Chapter 1 .
- 2.5 WK's Terms and Conditions will prevail at all times, even if the Customer's general terms and conditions provide that they are the only ones to prevail.
- 2.6 Subject to validly entering into and complying with the terms of the Agreement, and as further specified in Chapters 2 and 3 of the Agreement, WK grants Customer a non-exclusive, non-transferable and non-sublicensable license to and right to use, within the territory of Belgium and solely for Customer's internal business operations, Content, Online Content, Software or Services included in an Order between WK and Customer. Such license or right to use is subject to any additional restriction (such as on user or usage count) as further specified in the relevant Order and/or Specific Terms.

Article 3 Agreement

- 3.1 WK quotations and offers are revocable, without obligation and valid for the term indicated therein. If no term is indicated, the quotation or offer will be valid until thirty (30) days after the date on which the quotation or offer is issued. If a WK quotation or offer is accepted by the Customer, WK will be entitled to revoke the quotation or offer within two (2) business days after being notified thereof. The Agreement between WK and the Customer will not be concluded until WK has confirmed the Customer's order in writing or electronically or WK has commenced performance.
- 3.2 Each Order shall be limited solely to the Content, Online Content, Software and/or Services contained therein and shall constitute a separate and independent Agreement between the Customer and WK.
- 3.3 Subject to provisions of Article 2.3, additions and amendments to the Agreement may only be agreed by the Parties in writing. WK will be entitled at all times - where applicable - to change, reduce and/or remove the scope, Content and/or functionalities of Content, Services and/or Software . If, in WK's opinion, there is a substantial change, it will notify the Customer of that change in advance. If, in the opinion of the Parties, the amendment gives cause to do so, WK will consult with the Customer about a possible reduction in the fee agreed for the Content, Services and/or Software.

Article 4 Prices and terms of payment

- 4.1 The prices charged by WK are exclusive of VAT and other levies imposed by the government and exclusive of administration, installation, transport and shipping costs, unless otherwise agreed by the Parties.
- 4.2 In the event the Customer places an order through a Shop, payment must be made immediately in the manner specified in the Shop. Payment for other orders shall be made on the basis of a sent invoice.
- 4.3 Payment of an invoice must be made within thirty (30) calendar days of the invoice date, unless otherwise agreed in writing. WK will be entitled to require advance payment, cash payment and/or security for payment from Customer.
- 4.4 The amount of each invoice that is not paid in full on the due date will be increased by operation of law and without prior notice of default by interest equal to 1% (one percent) per month, whereby each month that has commenced will be deemed to have expired, and a fixed compensation in the amount of 10% (ten percent) on the amount of the invoices that remain unpaid, with a minimum of EUR 150.00 (one hundred and fifty euros). In addition, WK shall be entitled to charge the costs of notice of default and reminder (hereinafter referred to as "reminder costs"). To the extent Customer fails to pay one or more outstanding claims against WK, WK may suspend performance of its Agreements with the Customer until such time as all outstanding accounts are discharged including added damages, default interest and reminder costs.
- 4.5 The parties agree that only WK will be entitled to suspend or set off on account of (alleged) breach(s) by the Customer. The Customer will not be entitled to do so unless the Customer is a Consumer, in which case the Customer will also be entitled to suspend or set off.
- 4.6 WK may change prices for valid reasons. Valid reasons within the meaning of this provision include (but are not limited to): (a) an expansion of the modalities of the Content, Online Content, Software or Service concerned or (b) if and insofar as the cost of making the Content, Online Content, Software or Service available increases and this is based on ensuring the continuity of the provision of services. A price increase only takes effect after an one (1) month prior notification to the Customer.
- 4.7 All prices and rates may be revised annually on January 1, automatically and ipso jure, without prior notice, as a function of the increase in parameters representing real costs amounting to 80% of the price, in accordance with the law on economic recovery measures. For revision, the following formula will be applied: indexed amount = base amount x (0.2 + 0.8 (new Agoria Digital Index/Starting Agoria Digital Index)), where the base amount is the price applicable at the time of the commencement of the agreement, the starting index is the index of reference wage cost national average in the digital sector (AGORIA DIGITAL), as determined by AGORIA on January 1 of the year of the signing of the agreement, and the new index is the index of reference wage cost national average in the digital sector (AGORIA DIGITAL), as determined by AGORIA on January 1 of each year.
- 4.8 WK reserves the right at any time to use the principle of advance billing for all of its Agreements at the then current sales price. WK also reserves the right to change the invoicing periodicity, to switch from delivery-based invoicing (= invoice per item shipped or per service made available online) to time-based invoicing (= invoice for a certain period of time) or vice versa, to apply the principle of grouped invoicing (= invoicing of several Agreements through one invoice) and, in general, to change the invoicing method. Any deviation from the billing periodicity established by WK must be requested by the Customer in writing and will only be granted with the express agreement of WK. Such deviation may result in an additional charge per invoice to be prepared.

Article 5 Commencement, Scope and Duration

- 5.1 Agreements shall follow the duration stated in the Order. If the Order is silent, the Agreement shall be taken to be for:
- (a) an indefinite period of time for on-premise Software or cloud Software with fees calculated on a usage or consumption basis;
 - (b) one (1) year for Content, Online Content, Services or cloud Software which are offered on a Subscription basis.
- Unless otherwise agreed, the effective date shall be the date of signing the Agreement or, in the case of online ordering, the date of first delivery of the product or Service.
- 5.2 Prices for Subscriptions will be charged to the Customer by WK in advance on an annual basis, unless otherwise agreed.
- 5.3 After the end of the period referred to in Article 5.1, the Agreement will be tacitly renewed each time for a period of one (1) year, unless the Customer gives written notice of termination at least one (1) month before the end of the current subscription period. In any event, the Customer shall always remain liable for payment for the last current contractual period and this notwithstanding any written termination by WK or the Customer.
- 5.4 A Subscription to Content published as a yearbook shall be entered into for a term of at least two years from the effective date referred to in Article 5.1. Such Subscription shall be invoiced in arrears per year, unless otherwise agreed.
- 5.5 A Subscription to which a discount for students applies is entered into for the duration of at least two years, counting from the effective date referred to in Article 5.1. After the end of the subscription term, this Subscription will be tacitly renewed each time for a period of twelve months at the then current price without a discount, unless the Customer has cancelled the Subscription in accordance with Article 5.3 or the Customer has demonstrated to WK in writing before the end of the current subscription term that it is still a student, in which case the Subscription will be renewed with the aforementioned discount once for a period of two years. Student means a person pursuing a study at and enrolled as a student in principal status at a university or college in Belgium. WK is entitled to request proof of registration.
- 5.6 Unless explicitly agreed otherwise in writing, if a trial subscription is offered, it is free of charge and is intended for a one-time introduction only, with a maximum duration of 2 weeks.

Article 6 Retention of title and risk

- 6.1 All Content delivered to the Customer shall remain WK's property until the Customer has paid all amounts it owes WK in full.
- 6.2 The risk of loss of or damage to Content passes to the Customer at the time they are placed in the Customer's actual control.

Article 7 Confidentiality

- 7.1 Customer and WK agree that during the term hereof and for five (5) years after the expiration or earlier termination of this Agreement, or for such longer period as may be required by applicable law, regulation or rule, all Confidential Information shall be held in strict confidence by the other party, and will not be used other than as provided herein or, except as provided below, made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those Affiliates of a party and the Affiliates and party's respective, employees, third-party consultants, subcontractors, or service providers, who have a legitimate need to know such Confidential Information to perform the obligations under this Agreement; provided that each party shall remain liable for any unauthorized disclosure of the other party's Confidential Information by such third parties and are bound by similar obligations of confidentiality.
- 7.2 Notwithstanding the above restrictions, neither party will have any restriction on use or disclosure of Confidential Information which (i) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms of this Agreement; (ii) is lawfully obtained from a third party without an obligation of confidentiality; (iii) is

independently developed by such party without any use of or reliance upon any Confidential Information of the other Party; or (iv) is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party free of any obligation of confidence to the other party

- 7.3 If the receiving party is required to disclose Confidential Information by law, by court order or by order of any governmental entity or administrative tribunal having jurisdiction over the receiving party, then the receiving party must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford the disclosing party an opportunity to seek a protective order to prevent or limit disclosure, and the receiving party will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

Article 8 Delivery times

- 8.1 All (delivery) periods stated or agreed upon by WK are not deadlines.
- 8.2 WK will take all reasonable steps to deliver the ordered Services and Content in a timely manner. If any delivery dates are stated, they will be indicative only and will not constitute an obligation of result on WK's part. WK reserves the right to make partial deliveries. In the event of permanent non-delivery of the Services or Content, any advances paid by the Customer shall be refunded without interest or other compensation. Temporary interruption in the delivery of Services will not entitle the Customer to a refund.
- 8.3 The actual activation date depends on other elements such as timeliness and completeness of information, time required by third-party suppliers.
- 8.4 WK will be entitled to suspend performance of its obligations under an Agreement if the Customer fails to comply with its payment or other obligations in full and/or in a timely manner. Any adverse consequences of suspending will be at the Customer's expense and risk.

Article 9 Complaints and returns

- 9.1 Any comments or complaints by the Client about Content and/or Online Content must be communicated to WK within fourteen (14) days after receipt of the Content and/or Online Content in question. In the absence of such notification any claim against WK with respect to defects in the Content and/or Online Content will lapse.
- 9.2 Consumers who make a distance purchase through the WK Shop will be entitled to terminate the purchase without giving reasons within the period of fourteen (14) days beginning on the day after the Consumer or a third party designated by the Consumer takes delivery. If the order consists of several Content with different delivery times, the period will start on the day after the last product of the Order is received. If the Consumer purchases Services from WK through distance selling, he thereby expressly authorizes WK to deliver the Service(s) already during the withdrawal period, as a result of which the Consumer's right of withdrawal will lapse if use has been made of the Service(s) delivered. The right of withdrawal does not apply to the purchase of magazines and/or Software. For the avoidance of doubt, Software is not made available by WK to Consumers. Any Consumer who gets access to the Software is therefore not an Authorized User and not protected by this Article 9.2, and should immediately discontinue use. If the Consumer wishes to exercise its right of withdrawal, it must notify WK in writing at Afnemer.BE@wolterskluwer.com within the stated period. As soon as possible and no later than fourteen (14) days after exercising the right of withdrawal, the Consumer will return the product (including any accessories), in original packaging and in original condition, to WK. The shipping costs will be borne by the Consumer. WK will confirm receipt of the product to the Consumer and refund or credit the amount (being the price of the product and any delivery costs) within thirty (30) days of receipt. During the withdrawal period, the Consumer shall only unpack and use the product to the extent necessary to establish the nature, characteristics and operation of the product and to inspect the product, as the Consumer would do in a physical store. The Consumer is liable for any decrease in the value of the product resulting from the use of the product beyond this description.

Article 10 Performance of Services

- 10.1 WK performs all Services on the basis of a best-efforts obligation.
- 10.2 Customer shall cooperate in good faith and in a timely manner with WK in the performance of Customer's obligations under the Agreement. Customer agrees to provide all reasonable information, access, authorizations, computing resources and other support necessary for us to perform our obligations under the Agreement.
- 10.2 In the event that there are any changes or additions at the Customer's request that result in a change in the scope of the agreed Services, for instance as a result of additional work, WK will be entitled to a fee for any additional work resulting therefrom in accordance with WK's rates applicable at the time such additional work is performed.
- 10.3 In the event it is agreed that the Services will be provided by a particular person, WK will always be entitled to replace such person with one or more other equally qualified persons.
- 10.4 In the event WK provides the Service in phases, WK will be entitled to postpone the commencement of the work for a phase until the Customer has approved the results of the preceding phase in writing.
- 10.5 WK always reserves the right to change and/or expand the features, practices, compositions, etc. of the Services (such as but not limited to additions or updates, Internet services, or others).

Article 11 Training

- 11.1 WK reserves the right to make organizational and/or substantive changes in Training programs at any time if circumstances give reason to do so, which includes WK's right to change the program, dates or times and to replace speakers. WK will always inform the Customer thereof as soon as possible.
- 11.2 It is not permitted to develop and/or offer a similar training based on the Training and/or Training Materials provided without WK's permission. The Training Materials are intended for Training participants only and may not be provided to colleagues or third parties.
- 11.3 WK reserves the right to reschedule or cancel a course in the event of insufficient enrollments.
- 11.4 If a WK Training program is accredited as part of e.g. continuing education (such as for the IBJ, the OVB or other bodies), any associated training credits will be issued if a participant has attended the entire training day and the program is in accordance with the accredited training program. If the program is deviated from, the training credits cannot be provided.
- 11.5 Cancellation of a course by the Customer can only be made in writing or by e-mail.
- 11.6 In the event of cancellation more than four (4) weeks before the commencement of the Training in question, the Customer will not be obliged to reimburse WK for any costs.
- 11.7 In the event of cancellation more than two (2) weeks but less than four (4) weeks before the commencement of the Training in question, the Customer will owe WK twenty-five percent (25%) of the registration fee.
- 11.8 In the event of cancellation less than two (2) weeks before the commencement of the Training in question, the Customer will owe WK one hundred percent (100%) of the registration fee.
- 11.9 Notwithstanding Articles 11.6 to 11.7, in the case of in-company Trainings, cancellations can only be made free of charge up to 8 weeks prior to the (first) training date. Thereafter, cancellation is no longer possible and the full amount will be charged
- 11.10 In the event a participant is unable to attend a course, the Customer is authorized to have a substitute attend the same course.
- 11.11 Complaints about a course may be sent to: [schulink.opleidingen@wolterskluwer.com](mailto:schulinck.opleidingen@wolterskluwer.com) .

Article 12 Data Privacy

- 12.1 Each Party agrees to be bound by and comply with the DPA accessible on the following webpage [Data Processing Agreement \(DPA\) - voor klanten | Wolters Kluwer](#), as amended from time to time.

Article 13 Customer and Usage Data

- 13.1 As between WK and Customer, WK acknowledges that Customer retains ownership of Customer Data. Customer shall be responsible for the content, completeness, accuracy, quality and reliability of all Customer Data, and for all results obtained from the Services.
- 13.2 WK will ensure that Customer Data and Usage Information are processed only in accordance with applicable data protection law and with the DPA. If any Customer Data subject to this Agreement falls within the scope of a Data Protection Law, Article 12 of this Agreement will become immediately applicable between the Parties. However, the parties mutually agree that the aforementioned DPA does not apply when WK acts as data controller under the applicable data protection legislation.
- 13.3 Customer grants WK the nonexclusive right, on a royalty-free basis, to possess, store, use, copy, analyze, distribute and process Customer Data and Usage Information as necessary or appropriate in compliance with applicable Data Protection Law for the following purposes: account administration, research, statistical analysis, benchmarking, customer profiling and analysis, fraud and crime prevention and detection, billing and order fulfilment, credit checking, provision and improvement one or more WK products or services, including creating new features, functionalities and/or automations for such WK products and/or services. Customer acknowledges and agrees that the preceding use of Customer Data and/or Usage Information shall not constitute a disclosure of Customer's Confidential Information and that WK may share Customer Data and/or Usage Information with any Affiliate for the foregoing purposes. Any such new features, functionalities and automations for any WK products and/or services, including all underlying engines and algorithms therein or related thereto, shall remain at all times the property of WK and its licensors and Customer shall have no right, title or interest therein.
- 13.4 WK reserves the right to modify, refuse, block, analyze or remove any Customer Data if, in WK's judgment, it is necessary to do so, without this in any way resulting in any right to compensation and/or liability of WK. This will only be possible if continuity, integrity and security of WK's supply, Online Content or Software are endangered. WK will do the foregoing only after written notification to and permission from the Customer, unless permission cannot reasonably be requested in an emergency. An emergency as referred to in the preceding sentence will exist in any event if the failure to directly change, refuse or remove Customer Data is in violation of a statutory provision, a court order, this may constitute a threat to the continuity of one of the Parties or such Customer Data (possibly) infringes any right of a third party or is otherwise unlawful. WK also reserves the right to copy Customer Data if the confidentiality, integrity and security of the supply, Online Content or Software warrant it.

Article 14 Security of data

- 14.1 WK shall implement, maintain and enforce for the benefit of Customer commercially reasonable information security measures and policies that are appropriate under the circumstances and designed to ensure the confidentiality, integrity and security of Customer Data.
- 14.2 Customer acknowledges that, by their nature, security safeguards may be circumvented and that WK does not and cannot guarantee that WK services, technology and systems and the information contained therein (including Confidential Data) will not be accessible to unauthorized persons capable of circumventing such security safeguards. Therefore, to the extent directly caused by WK's breach of this Article 14.2, and to the extent permitted by applicable law: (i) WK shall not be responsible or liable for such unauthorized access and (ii) such unauthorized access shall not constitute a breach by WK of its confidentiality obligations under this Agreement.

Article 15 IP rights

- 15.1 The Customer acknowledges and agrees that all IP rights in, or relating to, the Services, Software, Online Content and Content, and without limitation all translations, adaptations, deliverables, training materials, developments, enhancements, extensions, updates, versions, modifications, revisions, configurations and adaptations, WK methods and know-how, whether or not developed by or for the Customer that are provided under the Agreement, are vested exclusively in, and are and shall remain the sole and exclusive property of, WK and/or its licensors, unless otherwise expressly agreed in writing.
- 15.2 Nothing in these Terms and Conditions implies an assignment of IP Rights.
- 15.3 The Customer is not permitted to remove or change any indication of IP Rights in the Services, Software and/or Content.
- 15.4 WK expressly does not waive moral copyrights as mentioned in Article XI.165 §2 Code of Economic Law (Copyright Act).
- 15.5 WK may use third parties to provide the Services, Software and/or Content. In the event that the IP Rights to the Content, Online Content, Software and/or Services, also vest in third parties, WK may be bound by license terms of such third parties.
- 15.6 If it has been irrevocably established in court that the Services, Software and/or Content provided by WK infringe any IP Right belonging to a third party or if, in WK's opinion, there is a reasonable chance that such an infringement will occur, WK will ensure, if possible, that the Customer can continue to use the Content, Online Content, Software and/or Services (or something functionally equivalent) without interruption. Any other or more extensive liability or indemnification obligation of WK due to infringement of IP Rights of a third party is entirely excluded, unless the infringement is the result of WK's gross negligence or intentional acts.

Article 16 Disclaimers, Warranties and indemnification

- 16.1 WK Content, Online Content and Software are provided 'AS IS' without warranty of any kind, either express or implied. WK disclaims and excludes any and all other representations and warranties of title, non-infringement, merchantability or fitness for a particular purpose, irrespective of any course of dealing or performance, custom or usage of trade. Customer bears the entire risk as to the quality and performance of the WK Content, Online Content or Software. WK does not warrant that the WK Content, Online Content or Software or any component thereof, will be uninterrupted, that their use or operation will be error or defect free, that they will always be accessible or available, or that all defects will be corrected. Customer will solely be responsible for the selection, use and suitability of the hosted application and WK will have no liability therefor.
- 16.2 WK is not authorized to provide tax, accounting, legal, medical, compliance or investment advice to the extent WK's Content, Online Content or Software may serve as a tool that may help Customer with any tax, accounting, legal, medical, compliance or investment matters, Customer is solely responsible to decide whether any present or future use of the Content, Online Content and/or Software will help achieve such purpose and all Content, Online Content and Software provided by WK pursuant to this Agreement should not in any case be understood as a recommendation, endorsement, diagnosis, guarantee or warranty or a substitute for professional judgment. Customer is solely and exclusively responsible for the use of and actions taken or omitted based on the WK Content, Online Content or Software and any and all liability in connection therewith.
- 16.3 Customer warrants that it will not use the Services, Content, Online Content and/or Software:
- (i) in such a way as to infringe on the rights of WK or third parties and/or in an otherwise unlawful manner, including IP rights and rights to personal privacy;
 - (ii) In violation of applicable laws or regulations; and/or;
 - (iii) in violation of any provision of the Agreement.
- 16.4 The Customer shall indemnify WK against all third-party claims, damages and costs arising from and/or related to and/or resulting from a breach of the aforementioned warranty by the Customer.

- 16.5 With respect to Content, WK shall use its best efforts to provide quality editorial, current and informative content based on the information available to WK at the time of publication. However, possible errors cannot be excluded. Nevertheless, this does not release the Customer from its payment obligations.
- 16.6 WK shall at all times have the right to change and adjust the content of its Software, Content, Online Content and Services, as well as to expand or reduce its range.

Article 17 Coercive measures

- 17.1 Each Party agrees that any actual or threatened breach by the other Party of its obligations under Article 7 ("Secrecy") or Article 15 ("Intellectual Property Rights") of this Agreement may cause irreparable harm for which monetary damages are inadequate, and each Party agrees that the other Party, in addition to any other remedies available at law, may have the right to seek immediate injunctive relief or other equitable relief stopping such actual or threatened violation without the necessity of posting a bond or proving monetary damages.

Article 18 Liability

- 18.1 The Customer shall cooperate in good faith and in a timely manner with WK in the performance of the Customer's obligations under the Agreement. The Customer agrees to provide all reasonable information, access, authorizations, computing resources and other support necessary for WK to perform its obligations under the Agreement.
- 18.2 WK shall not be liable for any damages resulting from inaccuracy, illegality, incompleteness or delay in timeliness of the Content and search results.
- 18.3 WK shall not be liable for any breach that is due to:
- (a) Customer's non-compliance with this Agreement, including Customer failure to cooperate in accordance with this Article 18.1; or
 - (b) network or communication problems, or any other software or hardware failure or defect not originating from WK.
- 18.4 WK's total liability on account of an attributable failure to perform the Agreement, whether in tort or otherwise, expressly including any failure comply with a processing agreement and warranty obligation agreed on with the Customer, will be limited to compensation for direct damage up to a maximum of the amount that has been paid to WK under the Agreement which, in the case of continuing performance agreements, Subscriptions, and agreements with an indefinite period of duration will be based on the fees paid in the twelve (12) months preceding the date in which the claim or cause of action first arose. The foregoing exclusions and limitations of liability for WK shall also apply with respect to any warranties and indemnification obligations of WK.
- 18.5 Direct damages shall mean only:
- (i) reasonable costs incurred by the Customer to have WK's performance comply with the Agreement;
 - (ii) reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based; and
 - (iii) reasonable costs incurred in determining the cause of damage, liability, direct damage and method of repair.
- 18.6 Any liability of WK for damage other than direct damage, such as consequential damage, derivative damage and immaterial damage is entirely excluded. In this connection, consequential damage will in any event be understood to mean: loss of profits, missed savings, reduced goodwill, damage due to business interruption, losses, costs incurred to prevent or determine consequential damage, loss, confusion or damage to electronic data and/or damage due to a delay in the transport of data traffic and all damage other than that referred to in Article 18.5.
- 18.7 This Article 18 does not limit in any way WK's liability for damages resulting from WK's own intentional or deliberate recklessness.
- 18.8 The creation of any right to compensation will always be subject to the condition that the Customer reports the damage in writing and with substantiation as soon as possible after it

occurs and that WK is offered a reasonable period of time to remedy the damage and that Article 19.4 (notice of default) has been complied with. Any right to compensation under this Article will lapse if the Customer has not reported the damage to WK in writing and with substantiation within three (3) months after the time at which the damage first manifested itself to the Customer.

- 18.9 Customer waives any (extra-contractual) liability claim in respect of the liability of WK, its directors, partners and all other persons working for or connected with WK (e.g. 'auxiliary persons') arising out of or in connection with the supply of the WK Software, Content, Online Content and/ or Services as stated in the Agreement between Customer and WK, regardless of the specific cause of damage. Customer and WK agree that the recovery of damage caused by the non-performance of a contractual obligation included in this Agreement shall, within the legal limits, be governed exclusively by the rules of contract law, even if the event giving rise to the damage also constitutes a tort.

Article 19 Termination

- 19.1 The Customer cannot terminate the Agreement other than pursuant to the following paragraphs of this article.
- 19.2 WK may terminate this Agreement with immediate effect, upon written notice to the Customer, if the Customer fails to comply with its obligations under any of the following Articles of these Terms and Conditions: 7 ("Confidentiality"), 15("Intellectual Property Rights"), Articles 21 ("Rights of Use" for Online Content) and 25 ("Customer Obligations" for Software).
- 19.3 Either Party may, without the need for written notice or court intervention and without being liable for any damages or compensation, terminate the Agreement in whole or in part in writing with immediate effect in the event a "Termination Event" occurs. A Termination Event shall occur when (i) the other Party files for suspension of payment or creditor protection, (ii) its own bankruptcy is filed for or its bankruptcy is declared, (iii) the other Party's business is or has been liquidated or terminated other than for purposes of corporate merger, (iv) a substantial part of the other Party's assets are or have been attached, (v) or in the event that the other Party should no longer be deemed capable of performing its obligations.
- 19.4 Both WK and the Customer will be entitled to terminate the Agreement in whole or in part in the event that the other Party imputably fails to perform its obligations under the Agreement and, after a proper and as detailed as possible written notice of default by registered mail whereby a reasonable period of at least 30 (thirty) days (or 15 days in the event of non-payment by the Customer) is given to still perform, continues to imputably fail to perform its obligations under the Agreement.
- 19.5 In case of an Agreement that lasts for an indeterminate period of time in accordance with Article 5.1(a), either Party may terminate the Agreement by providing at least a 1 (one) month written notice to the other Party.
WK will be entitled to terminate the Agreement, in whole or in part, if and from the time that the Service, Software, Content or Online Content whose delivery is the subject of the Agreement can no longer be delivered, is withdrawn from the market or will otherwise become (permanently) unavailable. Termination under this Article shall not give rise to any liability to WK, which will refund, pro-rata, any fees already paid by the Customer for a Service, Software, Content or Online Content that can no longer be delivered.
- 19.6 In the event that at the time of termination as referred to in this Article the Customer has already received performances in performance of the Agreement, those performances and the related payment obligations will not be subject to cancellation unless WK is in default with respect to those performances. Amounts that WK has invoiced before the termination in connection with what WK has already performed or delivered in performance of the Agreement will continue to be due and will become immediately payable at the time of termination.
- 19.7 Articles that by their nature are intended to continue to apply after the end of the Agreement shall remain in full force and effect upon termination of the Agreement

- 19.8 Unless otherwise expressly provided in this Agreement, the following Articles of this Agreement shall survive termination or expiration of this Agreement: 4 ("Fees, Payments and Taxes"), 7 ("Confidentiality"), 18 ("Liability"), 19 ("Consequences of Termination"), 19.8 ("Survival"), 20.9 ("No Third Party Beneficiary"), 20.5 ("Assignment"), 2.2 ("Entire Agreement"), 20.3 ("Expiration"), 20.1 ("Territories and Legal Entities; Applicable Law and Jurisdiction"), 23.4 ("Third Party Software"), 23.5 and 23.6 ("Third Party websites"), 25 ("Customer Obligations").

Article 20 Miscellaneous

- 20.1 These General Terms and Conditions, the Contract and all use of Content and/or Services are governed by Belgian law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 20.2 Disputes between WK and the Customer shall be submitted exclusively to the competent Dutch-speaking court in Brussels. If the Customer is a consumer within the meaning of the Economic Law Code, the court of the Customer's place of residence will have jurisdiction.
- 20.3 In the event that any provision of these General Conditions is declared void or is nullified, the other provisions shall remain in full force and effect. The parties will then determine by mutual agreement a new provision to replace the void/annulled provision, whereby the scope of the void/annulled provision will be observed as much as possible.
- 20.4 WK is entitled to engage third parties for the performance of the Agreement.
- 20.5 The Customer cannot (sub)license or transfer the rights and obligations under the Agreement to a third party unless WK expressly consents thereto in writing. WK will not withhold such consent on unreasonable grounds.
- 20.6 WK may (sub)license and/or transfer the rights and obligations under the Agreement to a third party without the Customer's consent.
- 20.7 The failure of WK at any time to invoke any right or power vested in it under the Agreement or the law shall not constitute a waiver of such right or power.
- 20.8 Force Majeure: The parties will not be held liable for delays or defects in the performance of the Agreement if such delays or defects are the result of facts or circumstances that are independent of the will of either party, or beyond its reasonable control, and therefore unforeseeable and unavoidable (e.g., total or partial stagnation of the transportation apparatus, illness among WK's personnel, telecommunications problems, third-party IT infrastructure problems, business interruption or shortcomings on the part of WK's suppliers). On pain of forfeiture, the party wishing to rely on such facts or circumstances shall be obligated to disclose such facts or circumstances to the other party in writing as soon as possible, to use its best efforts to limit the duration thereof to the strict minimum, and also to notify the other party in writing when such facts or circumstances have ended. If these facts or circumstances continue for more than 3 (three) months, each party may terminate the Agreement by right and by registered letter without any compensation being due as a result
- 20.9 The relationship between the Parties is that of independent contractors. Nothing in the Agreement creates, or is intended to create, a partnership, franchise, joint venture or joint enterprise, agency, fiduciary or employment relationship of any kind between the Parties.

CHAPTER 2 -ONLINE CONTENT

Article 21 Right of use

- 21.1 Without prejudice to the other provisions of the Agreement, the Customer's right of use shall include only the right, in accordance with the instructions and specifications of WK to:
- (i) remotely access the Online Content;
 - (ii) display, access and to make the Content from the Online Content product function;
 - (iii) store or print non-substantial portions of the Content; and
 - (iv) adopt by way of quotation (subject to the relevant provisions of copyright law) Content from the Online Content product into documents created, used or transmitted in the ordinary course of Customer's business.
- 21.2 The Online Content may only be used by the Customer for the purposes of its own business operations and only by the number of Users as agreed. The Customer shall not make the Online Content available to third parties unless otherwise expressly agreed in writing by WK.
- 21.3 Except to the extent permitted by mandatory law, the Customer may not modify the Online Content, translate, reproduce, decompile, reverse engineer, merge with other works or create derivative works therefrom.
- 21.4 The Customer shall grant WK and third parties designated by WK access to the area where the product online is located and/or used in order to verify whether it is being used in accordance with the right of use granted.
- 21.5 Within the framework of the right of use granted by WK, the Customer and its Authorized Users are permitted to use limited parts of the Content and Online Content that are integrated into their own documents (for example, an announcement or memo) in closed environments that are not accessible to the public (third parties) and that make use of artificial (generative) intelligence functionalities or comparable applications devices ("AI"). Any other use, including AI training, is prohibited without WK's written consent.
- 21.6 Customer shall endeavor to ensure that its Users do not use the Content and Online Content in public, publicly accessible (for third parties) environments that use artificial (generative) intelligence functionalities or similar applications. Customer shall take all reasonably possible (technical) measures to this end.
- 21.7 Any use other than that mentioned in these provisions on the use of AI is - to the extent legally possible and permitted - expressly prohibited and constitutes an infringement of WK's copyright and database rights for which the Customer is liable. A limitation of Customer's liability does not apply here. This provision should be considered as a copyright reservation in the broadest sense of the word, as provided for in copyright law.

Article 22 Implementation, new versions and maintenance

- 22.1 Customer agrees to grant and provide WK with all access, assistance, data and materials that WK requires to properly provide access to Online Content.
- 22.2 Unless otherwise agreed, WK may temporarily keep Online Content or one or more parts thereof offline and/or limit its use in the event that WK determines that this is necessary, for instance for the purposes of preventive maintenance or making corrections or adjustments. WK will notify the Customer as soon as possible of the temporary unavailability or limited use of Online Content if it will reasonably materially affect the Customer's business operations. In cases of emergency as a result of which Online Content must be taken offline with immediate effect or the use of Online Content must be restricted, WK will notify the Customer as soon as reasonably possible.
- 22.3 The parties may enter into a Service Level Agreement (SLA) in which, among other things, arrangements are made about implementation, new versions and maintenance. In that case, the provisions of the SLA will prevail.

Article 23 Guarantees

- 23.1 WK makes every effort that Online Content will be free of defects and will operate without interruption. WK makes no warranties of fitness for a particular purpose or use.
- 23.2 WK is not responsible for the acquisition and/or proper functioning of the Customer's or third parties' infrastructure. WK will not be liable for any damage or costs caused by errors in transmission, failure or defective functioning or unavailability of computer, data or telecommunications facilities, including the Internet.
- 23.3 The Customer is responsible for complying with any technical and functional requirements provided by WK that are necessary to use Online Content.
- 23.4 Online Content may work in conjunction with certain Third Party Software. All conditions and technical specifications relating to Third Party Software are provided for convenience only. WK makes no representations, warranties or undertakings, and shall have no liability or obligation of any kind with respect to such Third Party Software; and Customer's use of Third Party Software is entirely at its own risk. If Customer elects to use the Services in conjunction with Third Party Software, Customer acknowledges and agrees that WK may need to share Customer Data with the Third Party Software or receive data and information from the Third Party Software on behalf of Customer. WK and Customer acknowledge and agree that Customer's use of Third Party Software in accordance with the terms of this Agreement shall not constitute a breach of this Agreement, it being understood that recourse (by Customer) with respect to Third Party Software shall be solely against the provider of such Third Party Software. Customer shall indemnify, defend and hold harmless WK against any claim brought against WK as a result of Customer's use of Third Party Software.
- 23.5 Online Content may contain hyperlinks to third-party websites. WK does not exercise any control over those third-party websites. The presence of such hyperlinks in no way implies an approval or quality guarantee by WK.
- 23.6 WK shall not be held liable for the content of those websites and for any damages suffered by the User as a result of the presence of a hyperlink to or the content of those websites or of the User's reliance on the existence or alleged completeness or accuracy of those websites. In the event any conflict exists between (i) the provisions of the software license agreement Customer has entered into through a third party, and (ii) provisions of this Agreement, the provisions of this Agreement shall prevail with respect to the use of the WK Content or Online Content.
- 23.7 WK may make use of AI technologies. In doing so, WK will comply with applicable laws and regulations.

Article 24 Login data

- 24.1 In order to use Online Content, Customer requires Login Credentials.
- 24.2 Each User will receive a personalized login. Installation on a network server or on another digital common platform whose purpose is the internal distribution of the Online Content product within an organization of the Customer is not permitted. WK retains the ability and right to monitor this. In the event of any improper use of the personalized login as well as any abuse of the Right of Use, WK shall have the option to immediately terminate, temporarily or permanently, access to the Online Content product. The Customer will be liable for any damage WK suffers as a result and will indemnify WK against any claims of third parties in connection therewith.
- 24.3 The Customer is responsible for keeping the Login Credentials confidential. As soon as the Customer knows or has reason to suspect that its Login Credentials have fallen into the hands of unauthorized persons, the Customer must notify WK thereof immediately, without prejudice to the Customer's own responsibility to take immediate and effective action, for instance by changing its Login Credentials. The Customer will be responsible and liable at all times for the use of Content and Online Content by third parties through the Customer's Login Credentials. The Customer shall indemnify WK for all damages and costs arising from and/or related to the use of Content and/or Online Content by third parties through the Customer's Login Credentials.

- 24.4 Customer is responsible and liable for all use of Online Content by Users and warrants that Users will comply with the terms of the Agreement.

CHAPTER 3 - SOFTWARE

Article 25 Customer Obligations

- 25.1 As a condition of Customer's license or right to use the Software, Customer warrants that each Authorized User is aware of and complies with the terms of this Agreement, including (but not limited to) all obligations set forth in these Articles 25.2 and 25.3. Customer is responsible and liable for all use of the Software by its Users.
- 25.2 Customer shall:
- (i) be solely responsible for the content, completeness, accuracy, quality, reliability, integrity and legality of all Customer Data and for all results obtained from the Software;
 - (ii) Take all necessary measures for the protection and integrity of its information technology systems from Malicious Code or hostile intrusion;
 - (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software. Customer shall promptly notify WK of any breach of its information technology systems by a Malicious Code or hostile intrusion, or of any unauthorized access to or use of the Services through Customer's accounts; and
 - (iv) is responsible for maintaining separate copies and backups of all Customer Data used, and any results generated, with the Software.
- 25.3 Without limiting the generality of Article 25.2, Customer shall not, nor shall it allow, permit or assist others, including its Authorized Users, to engage in or attempt to engage in any of the following activities:
- (i) provide access to, or permit use of, the Software to persons other than Authorized Users, or permit persons or entities that are not Authorized Users to impersonate or access the Software as Authorized Users;
 - (ii) permit access to the Software through any means, websites or interfaces other than those expressly approved by WK;
 - (iii) misuse free trial versions;
 - (iv) sell, resell, license, sublicense, rent or lease the Software without WK's express written consent;
 - (v) use the Software in violation of any law or regulation, including but not limited to hosting, uploading, storing and/or transmitting data that is infringing, unlawful, defamatory, obscene, in violation of the rights of third parties or in violation of the protection of minors;
 - (vi) interfere with or disrupt the integrity or performance of the Software;
 - (vii) store, introduce or transmit any Malicious Code or use the Software to do so;
 - (viii) modify, copy, translate, adapt or otherwise create derivative works of or improvements to the Software,
 - (ix) merge or combine the Software, or any part thereof, with any other product or service, either (a) as part of the Software or (b) through a separate written agreement with Customer, unless expressly permitted in writing by WK;
 - (x) to use the Software, or portions thereof, for the development of content or services of Customer or third parties;
 - (xi) reverse engineer, disassemble, decompile or otherwise attempt to extract or derive (or otherwise reduce to human readable form) any aspect or component of any part of the Software or WK technology without WK's prior written consent;
 - (xii) disclose performance information or analyses from any source, including internal Customer analyses, relating to the Software, unless otherwise agreed in writing by WK; or
 - (xiii) performing or disclosing vulnerability scans, network reconnaissance, port and service identification or penetration testing of the Software.

- 25.5 If the Software is used by more or other persons or on more or other equipment and/or infrastructure than agreed upon, the Customer will be obliged to pay the fee charged by WK for that additional use, without prejudice to WK's other rights under the law and the Agreement
- 25.6 The Customer will follow WK's instructions and directions with regard to the Software, including the installation of any patches and updates for the Software.
- 25.7 WK reserves the right to implement technical protective measures in the Software. The Customer shall not be permitted to circumvent such technical protective measures or to provide means for that purpose.
- 25.8 Unless expressly provided in the Order, Customer is not entitled to (make and) keep one backup copy of on-premise Software licensed by WK under a relevant Order.
- 25.9 Immediately upon termination of the right to use the Software, the Customer shall cease use and return all copies of the Software in its possession to WK.
- 25.10 Upon written request by WK made reasonably in advance, Customer shall grant WK and third parties designated by WK access to the physical and/or virtual area where the Software is located and/or used in order to verify that it is being used in accordance with the right of use granted.

Article 26 Trial version and Beta functions.

- 26.1 WK may from time to time, in its sole discretion and for a limited period of time, include new functionality and/or updates or beta features in the Services for trial use by the Customer (the "Beta Features"). Customer may be required to pay an additional fee to utilize any new such functionality, tool or Beta Features.
- 26.2 The Customer agrees:
 - (a) that WK makes no condition, warranty or other express or implied term, including, without limitation, any condition, warranty or other term as to the condition of any code, or as to merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or use of reasonable care and skill with respect to the Beta Features,
 - (b) that WK is considered the author of the Beta Features for copyright purposes and owns all IP Rights in the Beta Features, and that as between Customer WK only WK has the right to obtain any copyright or patent registration in the Beta Features, and that Customer has no right to use the Beta Features and agrees not to challenge the validity of WK 's ownership of the Beta Features,
 - (c) that the Beta Features are provided on an "as is," "as available" basis, WK assumes no liability for the Beta Features and Customer assumes full risk and responsibility if it relies on the results, conclusions or outcomes of Beta Features or tests performed with the Beta Features,
 - (d) that Customer's use of the Beta Features is voluntary and WK is under no obligation to provide Beta Features,
 - (e) that the Beta Features may contain errors or inaccuracies that may cause malfunction, corruption or loss of data and/or information from a connected device and that the Customer accepts that any use of the Beta Features is at its own risk.
 - (f) that WK may require the Customer to sign additional terms and conditions with respect to Beta Features, as appropriate,
 - (g) comply with any restrictions that WK shall advise regarding any testing to be performed on/with the Beta Features,
 - (h) Provide WK with feedback at the time it subscribes to the Beta Features, waiving any claims it may now or hereafter make in any jurisdiction to so-called "moral rights" with respect to the Beta Features,
 - (i) that once the Beta Features have been used, Customer may not be able to rollback to the previous non Beta version of the same or a similar feature. In addition, if such rollback is possible and/or offered by WK, Customer may not be able to restore or revert data created by Customer within the Beta feature to the prior non-beta version.
- 26.3 If WK decides to offer a limited trial period and the Customer signs up for a limited trial period to use the Software (for which fees may be charged) ("Trial Period") with an option to expand

to paid use after the Trial Period ends, the Customer must decide within the Trial Period to purchase a full license for the Software at the applicable rate in order to retain data entered through the Software during the Trial Period. If Customer does not purchase a full license for the Software by the end of the Trial Period, and the Trial Period ends by the passage of time, Customer irrevocably agrees that WK may automatically dispose of any data added or used through the Software during the Trial Period and that Customer can no longer extract such Data from the Software. WK does not guarantee that any data will be available upon expiration of the Trial Period.

Article 27 New Software versions

27.1 WK may determine to release new versions of the Software. In the event WK releases new versions of the Software, WK will notify the Customer thereof. The Customer will not be obliged to purchase new versions, but acknowledges that WK is not obliged to provide maintenance services with respect to obsolete versions and may discontinue ongoing maintenance obligations without becoming liable to the Customer for damages as a result.

Article 28 Modification and Discontinuation of Software

28.1 WK may:

- (i) modify the Software, for example, by bringing new versions of the Software into use;
- (ii) replace the Software prior to or during the Agreement with software with similar functional properties;
- (iii) temporarily take the Software out of operation (or have it taken out of operation) if WK deems this necessary for (the protection of) the security and/or integrity of the Software, to perform necessary (preventive) maintenance, to repair a defect and/or to remedy a malfunction or to adjust or improve WK's computer systems and/or those of its suppliers with which the Software is supplied;
- (iv) take the Software permanently out of operation, in which case Article 19.5 will apply.