Billit Terms and Conditions

Last updated: 26 October 2026

1. General and Scope

1.1. These Terms and Conditions are applicable to the Platform and Services provided by Billit to the Client and apply to all Order Forms concluded (via the Billit website) (all as defined below). The Client expressly waives the application of its own general and special terms and conditions, even where it is stated therein that only those conditions may apply and even if Billit did not protested them.

1.2. By executing an online registration form or other document referring these Terms and Conditions, or by using the Platform, the Client acknowledges that it has read, understands and accepts these Terms and agrees to be bound by them. If you are an employee (or contractor) of the Client accepting these Terms on behalf of the Client, you represent and warrant that you have full legal authority to bind the Client to the Agreement and have read and understand the Terms and Conditions.

2. Definitions

2.1. In these Terms and Conditions, unless otherwise specified, the following definitions will apply:

"Affiliate" means, with respect to a Party, any entity that controls, is controlled by or is under common control with such Party. For purposes of this definition, "control" means (i) the possession, directly or indirectly, of the power to direct the management of such entity, whether through ownership of voting securities or otherwise, or (ii) the majority of the voting securities.

"Agreement" means the entire contractual relation between Billit and the Client, including these Terms and Conditions, any annexes and schedules hereto and the Order Form.

"Billit" means Billit NV, a company existing under the laws of Belgium, having its registered office at Oktrooiplein 1/302, 9000 Ghent (Belgium), with company number 563.846.944; (RLE Ghent, division Ghent).

"Business Day" means a normal working day of Billit from 9 a.m. to 5 p.m. (CET) from Monday to Friday, excluding Belgian public holidays.

"**Client**" means the legal entity identified in the Order Form.

"**Client Data**" means all data, information, materials and content provided by the Client to Billit in the execution of the Agreement or generated during the usage of the Platform (including information of Users and third party service providers engaged by the Client).

"**Confidential Information**" of a Party means the information of such Party, whether in written, oral, electronic or other form, and which (i) is explicitly marked as confidential or proprietary, or (ii) should reasonably be considered confidential or is traditionally recognized to be of a confidential nature, regardless of whether or not it is expressly marked as confidential, including but not limited to, information concerning business plans, customers, prospects, personnel, suppliers, partners, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, procedures, and any trade secrets, including all copies of any of the foregoing or any analyses or reports that contain, are based on, or reflect the foregoing.

"**Data Protection Laws**" means all applicable laws relating to the processing of Personal Data including, the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and any applicable national implementing and supplementing laws.

"**Documentation**" means any and all instructions, policies, guidelines and manuals supplied by Billit from time to time with regard to the Services and the Platform.

"**Effective Date**" means the date on which the Client completes the Order Form.

"**Fees**" means any fees paid or payable by the Client under the Agreement, including for the license to the Platform and the Services.

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including but not limited to failures of the internet, or any public telecommunications network, hacker attacks or denial of service attacks (outside Billit's reasonable control), pandemic, virus or other malicious software attacks, power failures, industrial disputes affecting any third party, social strikes or actions, changes to the law, government measures, embargos, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"**Incident**" means any unplanned interruption or reduction in quality of the Platform.

"**Intellectual Property Rights**" means (non-exhaustive list) all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (including but not limited to copyrights and related rights, database rights, rights in software programs (both in object and source code), Confidential Information, trade secrets, know-how, business names, trade names, trademarks, passing off rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the afore listed).

"**Order Form**" means the online registration form (completed on Billit's website) or a written document, regardless of its name, signed by Billit and the Client or confirmed electronically by Billit after completion (if it concerns an online registration form) that establishes specific terms regarding ordered Services, Platform and the applicable Fees and payment conditions, including the specific conditions under which such order is made.

"**Out-of-Scope Incident"** means an Incident that is not caused by or related to the Platform, such as (without limitation) (i) Incidents induced by the Client due to incorrect use of the Platform, (ii) Incidents caused by non- supported data formats, (iii) Incidents caused by modifications or configurations of the Platform not performed by or with the consent of Billit; (iv) Incidents related to the inter-operability between the Platform and third party systems, products, networks or software or caused by malfunctioning of integrations or APIs not under the control or responsibility of Billit, (v) Incidents caused by a Force Majeure Event, (vi) Incidents caused by problems in or by using the Platform in combination with third party software, network, systems or APIs, and (vii) Incidents related to Preview Features.

"**Party**" or "**Parties**" means Billit and/or the Client (as applicable).

"**Personal Data**" has the meaning given to it in the GDPR.

"**Platform**" means the software platform (including any APIs connected thereto) developed and proprietary owned by Billit for the online invoicing administration and management (e.g. support for accounting, drawing up and keeping price quotations and invoices, etc.), including the underlying software, computer programs, algorithms, (source or object) code, logic, models, and methodology.

"**Services**" means the services provided by Billit to the Client which may consist of development, support, implementation, or any other services (if any) in relation to the Platform as set out in these Terms and/or the relevant Order Form and as may be agreed from time to time in writing.

"SLA" means the support agreement as set out in Annex II to these Terms and Conditions.

"**Terms**" means these Terms and Conditions, including any schedules and annexed thereto.

"**User"** means the employees and/or registered service providers of the Client authorized by the Client to access and use the Billit Platform on the Client's behalf.

3. Your Billit account

3.1. Eligibility

The Client acknowledges, that one unique user account must be set-up for each individual User accessing the Platform. Billit has the right to verify whether the license fee correctly reflects the amount of processed invoices and effective Users. The Platform may only be used by the Users in accordance with the applicable user roles assigned to its user profile. Each user role may include different access rights and authorizations in the Platform (as may be further specified in the Documentation). The Client shall remain responsible for their Users' compliance with these Terms.

Each User account is personal. The login details (such as username and password, access credentials, API keys, tokens and user logins) may not be shared with third parties (including affiliates and other Users) (regardless of whether such persons are also engaged by or employed by the Client), unless expressly agreed in writing by Billit. If the User or Client has reasons to believe that account details have been obtained by non-authorized persons, they shall contact Billit immediately to suspend the User account. The Client remains fully responsible for all activities carried out under User credentials and must implement controls to prevent unauthorized access, including role-based access limitations, credential rotation, and activity logging.

Billit reserves the right to suspend access or revoke credentials immediately upon detecting unauthorized or non-compliant use.

3.2. Sole Proprietors

If the Client is a sole proprietor or self-employed professional, it acknowledges that its use of the Platform is in a business or professional capacity.

3.3. Age Requirements

The Client acknowledges that its authorized Users must be at least 18 years old, or the age of majority in the

applicable jurisdiction, whichever is higher, to create and operate a Billit account.

4. License

4.1. Subject to the Terms and Conditions and the timely payment of all Fees, Billit grants the Client during the Term a personal, restricted, non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, worldwide license to access and use the Platform and Documentation for the Client's internal business purposes. For the avoidance of doubt, usage of the Platform or Documentation for personal, family or household purposes is not allowed and access to the source code is not of the Platform is not included in the foregoing license.

4.2. The scope of the license granted, is limited to the modules, functionalities and (User or document) volumes (if any) as available at the Effective Date and as specified in the Order Form. Billit may make future features and functionalities subject to the payment of additional license fees and/or additional conditions.

4.3. If during the term of its subscription the Client wishes to increase its current subscription plan (including to add additional modules or User or document volumes), the Client can either do so in the Platform (if available according to the assigned user role) or the Parties shall execute an additional Order Form (without prejudice to the modalities set out in Article 21) and any additional subscription fees shall be invoiced pro rata (and will thereafter automatically renew in accordance with the provisions of this Terms).

4.4. The Client's Affiliates (a "**Permitted Affiliate**"), may use the Platform in accordance with the terms of the Agreement and under the following conditions:

a) the Client shall inform the Permitted Affiliate of the provisions of this Agreement;

b) the Client shall be fully responsible and liable towards Billit for the actions and/or omissions of its Permitted Affiliates;

c) when a Permitted Affiliate ceases to be an Affiliate of the Client, the Client shall immediately inform Billit thereof in writing and the relevant sublicense granted hereunder to said Permitted Affiliate shall immediately and automatically terminate; and

d) the Permitted Affiliate does not reside in a jurisdiction listed in a European or the United States list of export controlled or sanctioned countries, or on the list of export controlled or sanctioned entities and persons.

4.5. The Client explicitly agrees (and shall procure that its Users and Permitted Affiliates agree), to the maximum extent permitted under applicable laws, not to, directly or indirectly:

a) use the Platform other than in accordance with the Platform's intended purpose, the Documentation, the Agreement and for Client's internal business purposes;

b) use the Platform in any way that is unlawful, illegal, fraudulent or harmful;

c) sell, lease, commercialize, rent, display, license, sublicense, transfer, provide, disclose or otherwise make available to, or permit access to (or use of) the Platform or Documentation, in whole or in part, to (or by) any third party or otherwise use the Platform on a "service bureau basis", except as expressly permitted in this Agreement;

d) (attempt to) modify the Platform or develop any derivative works based on the Platform, Documentation or any Confidential Information of Billit;

e) (attempt to) decompile, disassemble, translate, reverse engineer or attempt to reconstruct, identify or discover, copy, create derivative works based on the source or object code of the Platform, underlying ideas, underlying user interface techniques or algorithms of the Platform or Billit systems, programs or data, by any means whatsoever (except to the extent such restriction is prohibited under applicable law) or disclose any of the foregoing;

f) encumber assert any lien or security interest on the Platform (or its rights to the Platform);

g) take any action that would cause the Platform or the source code to be placed in the public domain;

h) exceed any usage limitations (set out in the Documentation or the Agreement);

i) use the Platform in any computer environment not expressly permitted under this Agreement; and

j) work around any technical limitation in the Platform or perform any action that interferes with the normal operation of the Platform or affects other Billit users' usage of Platform.

4.6. The Client and its Permitted Affiliates shall at all times comply with (i) the applicable Documentation; (ii) all applicable laws; (iii) the provisions of the Agreement; and (iv) any reasonable instruction of Billit. The Client acknowledges that the Platform may include encryption and may be subject to export or other additional

restrictions.

4.7. The right to access and use the Platform subscribed to, is expressly restricted to the rights, limitations and other terms set forth in the Agreement and the Client shall not be able to invoke any alleged implied rights which are not expressly set out under the Agreement.

4.8. The Client acknowledges that any breach of this Article, shall entitle Billit to immediately terminate (or alternatively, at Billit's option, suspend) this Agreement for material breach by the Client, without any formalities being required and without prejudice to any other right or remedy available to Billit pursuant to this Agreement or under applicable law.

4.9. The Client acknowledges that any modification of the Platform by any party other than Billit shall void Billit's warranties and shall be deemed to represent a material breach of this Agreement by the Client.

5. Free trial period

5.1. Free trial users are, free of charge, granted a limited, revocable, non-exclusive, non-transferable right to use a free trial version of the Platform during the free trial term (i.e. fifteen (15) calendar days commencing on the registration day), unless another trial period is indicated in Billit's offer and subject to the free trial user's compliance with the Agreement. Free trial accounts are personal and cannot be shared. The scope of the free trial user's access to and right to use the Platform shall be determined by Billit in its sole discretion and may deviate from the standard Platform functionalities. Trial accounts are for evaluation only and may be terminated at any time without notice.

6. Infrastructure and hosting

6.1. The Client acknowledges that to use the Platform, it is responsible to, at its own costs, provide the necessary infrastructure, such as hardware, networks, operating systems, data transmittal lines with appropriate communication applications and/or other (third party) software and equipment (as may be further specified in the relevant Documentation, the Order Form or as communicated from time to time by Billit) as necessary to use and enjoy the usage of the Platform (the "**Infrastructure**"). The Client agrees that it is solely responsible, at its own costs, to procure sufficient licenses and access or user rights to the Infrastructure for the Client and Billit as necessary for the execution of the Agreement. As a result, the Client acknowledges that Billit shall not be responsible for any unavailability of the Platform due to a third party Infrastructure.

6.2. The Platform will be hosted in the datacenters of Billit' hosting partner and such hosting is subject to the applicable service offering of the hosting partner. Billit does not warrant that the Platform shall be available on an uninterrupted basis and the Client agrees that the Platform may be unavailable during periods of planned or unplanned maintenance undertaken by Billit or the hosting partner or during defect remediation. Billit's uptime commitments are limited to those made in Article 10.

7. Services

7.1. General

During the term of this Agreement, Billit shall, to the best of its abilities, provide such Services related to the Platform as set forth in the Order Form or as otherwise agreed in writing between the Parties, with the competence, care and diligence that can be expected of a professional service provider. The Services shall be deemed accepted upon delivery, unless expressly agreed otherwise.

Paying Clients, may at any time submit a service request for additional Services in relation to the Platform (a "**Service Request**") via the Billit helpdesk available on the Platform and Billit may, in its sole discretion, decide to provide such Services. At is discretion, Billit shall respond to a Service Request and shall prepare a proposal and/or quotation related to the Service Request. Billit may invoice the Client on a time and material basis for time spent analyzing any proposed Service Request, at its then-current rates. The Parties shall mutually agree on the scope, costs and other specifics in an Order Form. For the avoidance of doubt, each Service Request shall be governed by the provisions of this Agreement, which are incorporated therein by reference, and neither Party shall be bound by such Service Request, until executed in an Order Form by a duly authorized representative of both Parties.

7.2. Execution of the Services

Billit shall provide the Services in complete independence and shall plan its activities as it sees fit (including but not limited to, the right to assign, reassign or remove resources and engage subcontractors in its sole discretion, provided that Billit shall require its subcontractors to comply with all applicable terms and conditions of this Agreement). This independence constitutes an essential element of the Agreement, without which the Parties would not have concluded it. In no case shall the Agreement be interpreted as an employment contract between the Client and the person(s) assigned by Billit.

Any timeframe for the performance of Services are indicative target dates only unless such timings are expressly agreed in writing to be binding milestones.

Nothing in this Agreement shall prevent Billit from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement, provided, however, that Billit shall require its subcontractors to comply with all applicable terms and conditions of this Agreement.

The Parties undertake to strictly comply with their respective obligations relating to the well-being of workers in the execution of the Agreement, as applicable at the relevant premises.

7.3. E-invoicing networks

All Billit supported networks are in principle available via the Platform (unless a network would not be available in a certain region or geographical area). Certain networks may be subject to additional fees and/or specific terms and conditions, which will be indicated at the time of purchase or activation.

7.4. Preview Features

Billit may, in its discretion, provide the Client access to certain preview or beta features and functionalities within the Platform ("**Preview Features**"). Certain features, modules and functionalities of the Platform may already be generally available in some countries, regions, industries, etc., whilst still being "Preview Features" in other regions, countries, industries, etc.

By their nature, Preview Features may be feature-incomplete or contain bugs. Billit may describe limitations that exist within a Preview Feature prior to granting access to such Preview Features. Usage of any Preview Features (in the Client's production environment) (including the reliance on or the accuracy or completeness of output generated via such Preview Features) is at all times at the sole risk and responsibility of the Client. Billit may at any time suspend or terminate access to any Preview Features.

Usage of Preview Services is subject to the Client's confidentiality undertakings and shall not be communicated to third parties, unless expressly agreed otherwise in writing by Billit. In consideration for the early access to the Preview Features, the Client shall provide timely feedback related to the usage of the Preview Services upon Billit's request.

7.5. Online payments

To the extent online payments are executed via the Platform, Billit relies for online payments on external partners that are specialized payment providers, whose systems and software may be integrated with the Platform via APIs and similar technologies. Online payments are made using secure protocols and are subject to the general terms and conditions of the relevant third-party payment provider, which bears sole responsibility with regard to the correct execution of all online payments. All transaction costs for the payments shall be borne by the Client, and the Client agrees to the general terms and conditions of the payment provider of its choice, which shall be provided upon the Client's request and/or might be available via the Platform (as applicable).

8. Third Party Software Integrations

8.1. If applicable, the Platform may interact with third party systems (through APIs or similar integrations), as may be made available (within the Platform by Billit) from time to time for activation by the Client's Users in accordance with their user roles. In such event, the Client acknowledges that such third party software shall exclusively be governed by the service offering (and privacy terms) of the applicable third party software vendor and that any commitments or obligations of Billit included in this Agreement shall not apply to such third party software. Billit shall not be responsible for any defect in the Platform that is caused by (an integration with) a third party system or platform and Billit does not ensure that the Platform remains at all times compatible and can interface and interwork with any applicable third party system. Billit may reference or promote (including on the Billit website) third party services and/or software. These third party services are referenced for the Client's convenience only and Billit does not endorse or provide such third party services or systems to the Client, unless expressly stated otherwise. Billit disclaims all responsibility and liability for the Client's use of any third party systems and/or services (in combination with the Platform).

8.2. It remains the Client's sole responsibility to maintain all necessary rights or licenses to use the third party systems and to connect the Platform with such third party systems via API's and to ensure that such third party systems are stable, unless expressly agreed otherwise in writing.

8.3. If due to any changes in third party systems, an API or the Platform needs to be updated, the Parties shall agree on the scope and costs of such update in a separate Order Form.

8.4. If no (third party) API is readily available for a specific third party system, the Client may request and Billit may, in its sole discretion, decide to develop an API for such third party system. In accordance with this Article, the Parties shall mutually agree on the scope, costs and other specifics in an Order Form.

8.5. Billit shall provide the Client with access to technical documentation necessary to implement and use the Billit API and available integrations. This includes authentication methods, endpoint specifications, rate limits, error codes, and usage examples. Current documentation is accessible at: https://www.billit.eu/en-int/for-

whom/developers.

8.6. All API-connections are provided on an "as is" and "as available" basis. Billit expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Billit makes no warranty that (i) each API-connection will meet the Client's requirements, (ii) each API will be uninterrupted, timely, secure, or error-free, or that (iii) any errors in each API will be corrected. The Client is solely responsible for any damage to computer system/network or any loss of data that may result from the download of any material or the use of the API-connections.

9. Maintenance

9.1. During the term of the Agreement and subject to the timely payment of the relevant Fees, Billit will provide standard maintenance (such as minor software updates) and support services as set forth in the Agreement. Billit shall carry out such maintenance services at its sole discretion and shall use all reasonable endeavors to minimize the impact on the Client.

9.2. Billit does not warrant that the Platform shall be available on an uninterrupted basis and the Client agrees that the Platform may be unavailable during periods of (un)planned maintenance undertaken by Billit or the hosting partner or during incident remediation, however, Billit shall, to the best of its abilities, try to ensure the undisturbed usage of the Platform. Where practicable, Billit shall give the Client prior written notice of scheduled maintenance that is likely to affect the availability of the Platform. Billit reserves the right to conduct any unplanned maintenance at any time if necessary for security reasons or other reasons requiring immediate maintenance. Billit will not be held liable for any damages resulting from such unavailability of the Platform.

9.3. Any minor updates, releases or versions of the Platform, resulting from such maintenance services shall (at Billit's discretion) be automatically pushed to the Client and its authorized Users. The Client and authorized Users are responsible to regularly update the Platform by connecting to the internet, to ensure they at all times use the latest available version of the Platform.

9.4. Billit reserves the right to make, at its own discretion, operational or technical changes and updates to the Platform, and to modify, add or remove certain functionalities from time to time, provided Billit shall not change any material functionalities of the Platform without prior notification to the Client (unless this would be necessary for security reasons or to ensure adherence to applicable laws).

10. Support

10.1. As of the Effective Date and in consideration of the timely payment by the Client of the Fees, Billit shall use its best efforts to provide standard support to its Clients for Incidents in relation to the Platform during Business Days. If and to the extent applicable, as indicated in the Order Form, Billit shall, in consideration for the relevant support fees, provide premier support services in accordance with the Support Agreement attached as Annex II.

10.2. Support shall be provided in Dutch, English, French and German only. Billit makes no warranty whatsoever to provide a resolution or workaround for each specific problem that could arise or that the Platform shall be completely free of bugs or defects, however, Billit shall use its best efforts to provide a monthly uptime of the Platform of ninety-nine point nine percent (99,9 %) during Business Days.

10.3. Support on Out-of-Scope Incidents is not included in the support services. In the event Billit accepts to provide support services on Out-of-Scope Incidents such support shall be separately invoiced to Client at Billit's then-current rates which shall be provided upon first request. Without prejudice to the foregoing, the Client acknowledges that Billit does not act as intermediary between the Client and any third party service providers (such as accountants, financial advisors, etc.) or any vendors of systems and/or software used in connection with the Platform (such as bank apps or accounting software vendors). Any issues or queries related to such services and systems should be addressed directly with the relevant third party service or software provider.

10.4. The Client shall designate an appropriate number of single points of contact ("**SPOCs**") for support-related matters. If the Client (or any of its Users) encounters an Incident, a SPOC will initially review and assess the Incident. A SPOC may notify Billit of such Incident by using the help-buttons made available in the Platform, and any other support channels as may be communicated from time to time by Billit. Upon receipt of a notification of an Incident by a SPOC, Billit shall further investigate the origin of the Incident and determine whether the Incident is caused by the Platform or is qualified as an Out-of-Scope Incident. In the event that Billit is unable to replicate the Incident, the Incident shall be considered as an Out-of- Scope Incident.

11. Client Cooperation

11.1. The Client acknowledges that in order for Billit to effectively execute the Agreement in a proper, timely and efficient manner, the Client must reasonably cooperate with Billit by: (i) making available on a timely basis management decisions, information, and approvals; (ii) at no cost to Billit, providing timely and appropriate access to the Client facilities, personnel, equipment, resources, systems and test environments; and (iii)

providing the necessary technical support when requested. The Client will rapidly inform Billit of any delay or problem in connection with the performance of the Agreement.

11.2. Billit shall not be responsible or held liable for any delay or failure in the provision of the Services resulting from the Client's failure to comply with this Article.

12. Client Data

12.1. All Client Data (including Intellectual Property Rights vested therein) shall remain the property of the Client. The Client hereby grants to Billit a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to use, copy, store, modify, transmit and display such Client Data (including any other content and information provided, transmitted, uploaded or otherwise generated through the usage of the Platform) for the execution of the Agreement. Additionally, the Client acknowledges that Billit may need to process and use Client Data to comply with its obligations under applicable laws and financial requirements, such as to execute KYC-checks, to prevent and mitigate fraud, financial loss, and other harm and to continuously improve, secure, provide and update the functioning and provision of the Platform and Services.

12.2. The Client and its Users shall ensure that Client Data uploaded to the Platform or otherwise provided in the execution of the Agreement only contains accounting or business-related data, files, documents and information, consistent with the intended purpose of the Platform. The Client and its Users shall refrain from uploading any other types of data, files, documents and information that are not necessary for the proper usage of the Platform in accordance with its intended purposes (including, without limitation, data unrelated to the Client's professional activities or household data, sensitive (personal) data, etc.).

12.3. The Client is solely liable and responsible for the accuracy, legality and correctness of the Client Data and to keep the Client Data at all times up-to-date and in line with the data format instructions and guidelines provided by Billit from time to time. The Client is responsible for making sufficient back-up copies thereof prior to uploading such Client Data onto the Platform. Billit shall not be liable for damages or liability resulting from the usage of (incorrect) Client Data. The Client warrants to Billit that the Client Data shall not infringe the Intellectual Property Rights or other legal rights of any third party, and shall not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

12.4. During the term of the Agreement, Billit will save and store the Client Data in a standard format. The Client can print out or download the Client Data at any time via the download functions available in the Platform. At the Client's request, Billit will export the data and make it available in a standard digital format. To the extent Regulation (EU) 2023/2854 applies to the data extract, such export and any related switching assistance shall be provided in accordance with the modalities set out in Annex IV.

12.5. The Client authorizes Billit to obtain information about the Client's business from Billit service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, for the purposes of this Agreement. This information may include the Client or the Client's representative's, name, addresses, credit history, banking relationships, and financial history. The Client must authorize and direct those third parties to compile and provide this information to Billit.

13. Intellectual Property Rights

13.1. Billit (or its licensors) remain(s) the sole and exclusive owner of all titles, rights, Intellectual Property Rights and other proprietary rights in or related to (i) its Confidential Information; (ii) the Platform and Documentation (including any new versions, updates, enhancements, modifications or improvements made thereto and any derivatives based thereon); (iii) APIs; (iv) the Services (including any deliverables).

13.2. Nothing in the Agreement shall convey any title or proprietary right or Intellectual Property Rights in or over the Platform, APIs, Services or Documentation to the Client or any third party. The Client shall not in any way acquire any title, rights of ownership or Intellectual Property Rights of whatever nature in the Platform, APIs, Services or Documentation. The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Platform, APIs or Documentation, or visible during its operation, or included in or on any Documentation.

13.3. Billit shall not be liable during the Agreement or after termination of the Agreement for any claim (by a third party) resulting from or related to an infringement or alleged infringement of Intellectual Property Rights caused by the actions, negligence or misuse of the Platform or Services by the Client or its Users or if the claim arose from combination with third party systems or services, Client Data, any modification, combination or development of the Platform that is not performed or authorized in writing by Billit, the Client's unauthorized use of the Platform or the Client's failure to use the most recent version of the Platform made available.

13.4. Billit shall be entitled to use the ideas, concepts, methods, models, processes and know-how developed or created in execution of this Agreement for itself or others to develop similar or other services or products, save to the extent such use would result in a breach of its confidentiality undertakings.

13.5. If the Client or its Users provide any suggestions or information to help Billit to improve or modify the Platform

or Services ("**Feedback**"), Billit shall be free to use such Feedback in its sole discretion without any compensation being due to the Client.

14. Confidentiality

14.1. Each Party shall treat as confidential and keep secret all Confidential Information relating to the other Party and shall not disclose to any third party, other than its agents, officers, employees, professional advisors, insurers, subcontractors or consultants where such disclosure is necessary for the execution of the Agreement, any Confidential Information learned during the negotiation and performance of the Agreement, except in the event it is granted express, written, prior authorization of the disclosing Party to disclose such Confidential Information. The receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out in the Agreement. Confidential Information disclosed under this Agreement shall not be used by the recipient thereof for any purpose other than as required for the execution of the Agreement.

14.2. Both Parties shall take precautions to maintain the confidentiality of the Confidential Information (at least as stringent to protect their own Confidential Information) and in particular the Parties covenant that they: (i) shall not copy or otherwise exploit any component of the Confidential Information other than as herein provided, nor make any disclosures with reference thereto to any third party, except in the event it is granted prior written consent of the disclosing Party to disclose such Confidential Information; and (ii) shall promptly notify the other Party if it becomes aware of any breach of confidence and give the other Party all reasonable assistance in connection therewith.

14.3. The provisions of this Article shall not apply to any information which (i) is published or comes into the public domain other than by a breach of the Agreement, (ii) can be shown to have been known by the receiving Party before disclosure by the disclosing Party, (iii) is lawfully obtained from a third party, (iv) can be shown to have been created by the receiving Party independently of the disclosure and other than as part of the project in scope of this Agreement; or (v) is required to be disclosed by any law or regulation or by any judicial or governmental order or request. In the latter event, the Parties shall cooperate in good faith to ensure the protection of the Confidential Information concerned to the maximum extent permitted by law.

14.4. The provisions of this Article shall commence from the start of negotiations and shall continue in force during five (5) years following the termination or expiry of the Agreement (or for the duration of the intellectual property right protection if it concerns Intellectual Property Rights). Upon expiry or termination of the Agreement, the receiving Party will discontinue use of the disclosing Party's Confidential Information and return (or alternatively delete and certify such deletion) all documents (or copies made of it) belonging to the disclosing Party.

15. Data Protection

15.1. Each Party shall comply with its respective obligations under the applicable Data Protection Laws.

15.2. When providing access to the Platform and providing the Services, Billit shall process Personal Data in accordance with and as further described in the Data Processing Agreement as attached hereto in Annex I (Data Processing Agreement). The Client hereby acts as the controller and Billit as the processor.

15.3. If Billit processes personal data in the capacity of controller, Billit will do so in accordance with Billit's privacy policy. For more information, reference is made to the privacy policy as is available on Billit's website (as may be updated from time to time).

15.4. The Client represents and warrants that it has the legal right to disclose any Personal Data that is made available under or in connection with this Agreement and that the Client has a valid legal ground to process such Personal Data and to disclose such Personal Data to Billit in accordance with the applicable Data Protection Laws. The Client undertakes to sufficiently inform all data subjects about such processing activities by the Client and/or Billit (as applicable) in accordance with the applicable Data Protection Laws.

15.5. If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in the context of the (Data Protection) Agreement, then the Parties shall use their best endeavors to promptly agree on such variations to the (Data Processing) Agreement as may be necessary to remedy such non-compliance.

16. Data Security

16.1. The Parties shall implement state of the art safety and security systems, policies and procedures, in accordance with industry best practices, ensuring an adequate protection of all software, systems and devices used in the execution of this Agreement and under its control. The foregoing shall in any case include an incident management process and technical and physical safeguards designed to protect data in its possession from unauthorized access, accidental loss and unauthorized alteration, and which shall enable the Parties, as a minimum, to discover and assess security incidents, to detect and to take appropriate action in relation to those security incidents. The Client shall notify Billit immediately if it becomes aware of an unauthorized

acquisition, modification, disclosure, access to, or loss of Personal Data on its systems.

16.2. The Parties shall ensure that their systems, software and materials are designed, maintained and upgraded at all times so as to prevent and mitigate against security incidents.

16.3. The Parties shall notify each other immediately (and at least within seventy-two (72) hours or twelve (12) hours if it concerns an incident that has a significant impact on the execution of the Agreement) if they become aware of any security incident, including a plan for remediation and respond without delay to all queries and requests for information from the other Party about the security, in particular bearing in mind the extent of any reporting obligations the Parties may have under applicable laws. In the event security incidents are detected or discovered, each Party shall reasonably assist the other Party upon its request, at such requesting Party's cost, to (i) mitigate the security incident and any losses or damages, and (ii) restore the affected software, systems and materials to their original operating and security efficiency.

16.4. The Client acknowledges that Billit's technical and organizational measures and security practices are continuously reviewed and updated to address evolving threats and maintain a high level of data security and privacy (including, the implementation of appropriate security awareness and training initiatives tailored to its service offering). In order to continuously stay at pace with the evolving security standards, the Client agrees that the measures implemented by Billit as set out in Annex III, will be updated and amended from time to time. Despite the foregoing, the Parties hereby acknowledge that there are always risks associated with sending (personal) data over and carrying out activities over the internet and that the security and protection of (personal) data and systems can never be fully guaranteed, nor can it be guaranteed that unauthorized third parties will never be able to defeat those measures or use such (personal) data or systems for improper purposes.

17. KYC and Fraud Prevention Responsibility

17.1. The Client acknowledges that it is solely responsible for conducting all necessary Know Your Customer (KYC) due diligence on its clients, vendors, or other parties prior to issuing or processing any invoices via the Platform (including, without limitation with respect to the e-invoicing features (including the PEPPOL network, other networks and open banking features available within the Platform). The Client must implement and maintain adequate internal procedures to verify the legitimacy of invoicing activities and to detect and prevent invoice fraud. The Platform merely facilitates e-invoicing and does not substitute the Client's obligation to ensure compliance with applicable anti-fraud, anti-money laundering, or regulatory requirements. Billit shall not be held liable for any loss, damage, or liability arising from the Client's failure to perform appropriate KYC checks.

18. Trademarks

18.1. Billit shall have the right to use any (trade)marks of the Client (including Client's corporate name and logo's) for marketing or promotion purposes, such as for Client references on its website or social media, or for other advertising purposes (in sales and marketing materials and communications) and during sales presentations.

19. Audit

19.1. Billit shall be entitled to monitor and inspect the usage of the Platform to verify the Client's and its Users' compliance with the Agreement and to ensure that the Fees paid are correct.

19.2. The Client's statutory and independent auditors shall be granted the right to access, inspect, and audit Billit's ICT systems, facilities, staff, and relevant documentation, to the extent strictly necessary to verify compliance with the Agreement. Costs related to such audits shall be borne by the Client.

19.3. To this end, the Parties shall grant each other access to all reasonably requested documents, information, data, procedures and other useful documentation, and shall provide assistance to the extent reasonably necessary to enable the other Party to perform the audit. Any such audit may not take place more than once each contract year (unless there are clear indications of non-compliance by the other Party with its (security) obligations under the Agreement or in the event there are indications that a compromise of data has occurred on the other Party's systems or data). Audits shall take place during the normal business hours and shall not unreasonably interfere with the business activities of the other Party.

19.4. If such an inspection or monitoring shows that the Client has underpaid the amount of the Fees due to Billit, without prejudice to any other rights and remedies available to Billit, Billit shall invoice, and the Client shall promptly pay the amount of such underpayment to Billit together with any applicable late payment interest. Other findings of the audit will be assessed by the Parties in mutual consultation and will (if necessary) lead to the implementation of adjustments (and implementation of reasonable measures to mitigate any demonstrated vulnerabilities) by either Party, in as far as this is reasonable in the context of the performance of the Agreement and in accordance with the mutually defined modalities.

19.5. The Parties confidentiality obligations towards third parties must be taken into account when conducting such an audit. The Client is responsible for bearing the reasonable audit costs, unless in the event of demonstrated non-compliance or security compromises on Billit's part.

19.6. In connection with its e-invoicing, bank transaction retrieval (PSD2), and document processing services, Billit shall, upon the Client's reasonable written request, provide available audit metadata for any data shared or retrieved via the Platform. This metadata may include, where available and applicable:

a) Timestamp of data retrieval or user action (including technical logs);

b) Source system or API used (e.g. PEPPOL and other network nodes, bank API endpoint);

c) Verification or matching method (e.g. invoice number reconciliation, IBAN match);

d) Identity of the initiating user or API token; and

e) Processing status and outcome (e.g. successfully imported, error state).

Such metadata may be used by the Client to support audit trails related to security assessments and root cause analyses in the event of suspected security incidents, regulatory reporting, and internal security control processes. Upon reasonable request, Billit shall, to the best of its abilities, assist the Client with security testing. Such assistance and data delivery may be charged at a time and material basis at Billit's then-current rates (which shall be provided upon request).

19.7. Billit shall provide reasonable and to the best of its abilities assistance to the Client in fulfilling the Client's compliance obligations under the applicable laws regarding audits executed by and with respect to reporting and consulting with supervisory authorities, taking into account the nature of Billit's service offering and the information available to Billit. Such assistance may be charged at a time and material basis at Billit's then-current rates (which shall be provided upon request).

20. AI

20.1. The supply, development, usage and deployment of AI systems shall at all times be executed in a responsible manner in accordance with industry ethical and human-centric standards, taking into account their intended purpose as well as the generally acknowledged state of the art on AI and AI-related technologies.

20.2. The Parties shall take appropriate measures to ensure a sufficient level of AI literacy, skills, knowledge and understanding of their staff and other persons involved in the operation and use of AI systems on their behalf, allowing them to use and deploy AI systems in an informed and responsible manner. Such measures shall take into account (i) the individual's technical knowledge, experience, education and training; (ii) the specific context wherein the AI systems are to be used; and (iii) the persons or groups of persons on/by whom the AI systems are to be used.

21. Payment terms

21.1. The Client shall pay the Fees in the amounts and on the times set forth in the Form or Order Form (as applicable). Except as expressly agreed otherwise in writing: (i) the license fees shall be calculated based on subscription models, with license tiers that vary based on the number of invoices the Client wishes to process per month and shall be payable upfront as set out in the relevant Order Form; and (iii) all other Fees and expenses, shall be due and invoiced monthly in arrears on a time and material basis (based on the hours effectively performed and Billit's rates as set out in the relevant Order Form) or on a fixed-price basis, as further specified in the relevant Order Form). The license fee includes one User. For each additional User, a monthly fixed administrative cost will be charged as set out in the relevant Order Form. The most recent version of the license fees and user costs for each tier are specified on Billit's website (https://www.billit.eu/en-int/pricing/).

21.2. Each license includes access to all features and functionalities of the Platform as available on the Effective Date. However, the Client acknowledges that Billit reserves the right to make available future features and functionalities (i) subject to additional payment or (ii) only in certain subscription plans. In such case, Billit shall inform the Client thereof in writing and the Parties shall conclude a new Order form.

21.3. The Client may at any time change its subscription plan to a higher one, in which case the Parties shall confirm this in writing. The new subscription plan and included volumes shall be activated immediately and will continue for the duration of the remainder of the then-current contract year (and will be automatically renewed thereafter in accordance with the provisions of this Agreement). If the Client has already paid the license fees prior to an upgrade pursuant the foregoing, the additional license fees corresponding to the higher subscription plan shall be charged by Billit on a pro-rata basis for the remaining duration of the then-current contract year. In such case, Billit shall send a correcting invoice.

21.4. If the Client exceeds the monthly volume included in its applicable subscription Plan with one or more invoices or Users, ("**Overuse**"), the Client shall be billed for the Overuse at the end of the selected license period at a pro rata basis, based on the selected license. In such event, the Client may be contacted by Billit to upgrade to a higher subscription plan that allows for a higher volume of invoices and/or Users.

21.5. All payments under this Agreement shall be done by bank transfer (using such payment details as notified by

Billit to the Client from time to time) or by credit card (in which case the Fees will be automatically debited from the Client's credit card at each start of a period as indicated in the Order Form). The payment method shall be indicated in the Order Form (as applicable).

21.6. All undisputed invoices (or parts thereof) must be paid within fifteen (15) days after the invoice date. Disputes must be notified (containing the well-substantiated and founded reasons for such disputes) within fourteen (14) days after the invoice date by sending an email to support@billit.be, failure to do so shall result in the invoice being deemed accepted by the Client. Any undisputed portion of the invoice must be paid in full.

21.7. All amounts due hereunder are payable in euro (unless agreed otherwise) and are exclusive of VAT, import or usage taxes or other taxes, costs and reasonable expenses incurred in connection with the performance of the Agreement, which shall be paid separately by the Client. Subscriptions are non-cancelable before their end date. Payments are final and non-refundable, except in cases of termination due to material breach by Billit. The Client shall reimburse Billit for any reasonable costs incurred in connection with the performance of the Agreement, including but not limited to, the travel expenses, out-of-pocket expenses and accommodation related expenses. Such costs will be charged to the Client and payable in addition to the Fees, unless expressly stated otherwise in writing. All Fees payable under this Agreement shall be paid without the right to set off or counterclaim, unless expressly required under applicable law.

21.8. Any amounts of undisputed invoices (or parts thereof) that have not been paid on the due date shall be subject to a late payment interest equal to the rate applicable pursuant to the law of 2 august 2002, which interest shall be compounded monthly as of the due date until receipt of full payment. In addition, the Client shall pay all costs incurred by Billit, as a result of the (extra)judicial enforcement of the Client's payment obligation under this Article, with a minimum of 15% of the unpaid amount. If the Client fails to pay any outstanding amounts within thirty (30) days from receipt of a written default notice, Billit shall be entitled to suspend its obligations and the Client's rights hereunder until receipt of payment of such outstanding amounts.

21.9. The Parties agree that all Fees charged by Billit will be automatically increased by two percent (2%) annually.

21.10. During the term of the Agreement, Billit reserves the right to, annually, after the 1st of January, revise the Fees, prices and rates due under the Agreement on the basis of the Agoria Digital index (which is aligned to the reference hourly wages in the technology industry), by applying the following formula: P = P0 * [0.2 + 0.8 * (S/S0)], whereby:

"P" = the revised price/Fees/rates;

"P0" = the price on the effective date of the relevant Order Form;

"S0" = the national average reference salary in the digital and technological industry as published by Agoria (**"Reference Salary"**) on the Effective Date of the relevant Order Form (or, if this index is no longer published, the index replacing it or failing such index by another index reflecting the increases of labor cost);

"S" = the Reference Salary at the moment of the revision.

21.11. The Client authorizes Billit to debit each user bank account without separate notice, and according to the applicable user bank account debit authorization and mandate, to collect any amounts due by the Client under this Agreement via direct debit. If Billit is unable to collect those amounts via direct debit, then the Client shall immediately grant Billit a new authorization to debit the relevant or another bank account. Billit may rely on this authorization to collect all outstanding amounts owed. The Client's direct debit authorization will remain in full force and effect until all Client accounts are closed; or all Fees and other amounts owed under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant the Client the right to revoke its debit authorization, then to the extent permitted under applicable laws the Client waives that right.

22. Term and termination

22.1. The Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with applicable law or this Agreement, shall continue in force for the initial term as indicated in the Order Form (the "**Initial Term**"). After the Initial Term, the Agreement will be automatically renewed for subsequent periods equal in duration to the Initial Term (each a "**Renewal Term**"), unless terminated in writing by either Party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term or unless terminated in accordance with this Article. The Client may also elect not to renew or to terminate the Agreement through the self-service settings made available within the Platform. Any such election validly submitted through the Platform shall constitute written notice of termination for the purposes of this Agreement. Upon submission of such request, the applicable renewal shall be cancelled and the Client's access to the Platform shall automatically terminate or be restricted as of the effective termination date. For the avoidance of doubt, the foregoing does not apply to free trial accounts, which accounts shall commence at the registration day and automatically end at the expiry of the trial period unless the Client converts its free trial account to a paying account (in which case the Initial Term shall start on the day of the conversion), or

unless agreed otherwise in writing.

22.2. Either Party may immediately terminate (or Billit may suspend) this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) calendar days from the date of receipt of such notice by the breaching Party, provided that Billit shall be entitled to terminate (or suspend) the Agreement on giving written notice in the event the Client breaches the license terms hereunder or infringes Billit's Intellectual Property Rights. The aforementioned, includes situations where security risks are identified by the Client that are capable of altering the performance of the Platform or evidenced weaknesses pertaining to the overall ICT risk management of the Platform resulting in significant risks for availability, integrity and confidentiality incidents regarding (personal) data, provided Billit did not appropriately address such risks within the aforementioned remediation period.

22.3. Either Party may terminate the Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

22.4. Billit may immediately terminate or suspend the whole or any portion of the Agreement or an Order Form without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights, remedies, and/or claim to which it may be entitled by law, upon providing the Client with written notice of termination if: (i) the Client fails to pay to Billit any amounts due hereunder and fails to cure such failure within thirty (30) calendar days from the date of a written notice of default from Billit to the Client; (ii) the Client breaches the license terms under this Agreement; and/ or (iii) the Client violates Billit's Intellectual Property Rights or Confidential Information.

22.5. Billit may immediately suspend providing any or all Services to the Client, and the Client's access to the Billit Platform and APIs, if:

a) a Governmental Authority or a Financial Partner requires or directs Billit to do so;

b) Billit reasonably believes that the Client is engaged in a business, trading practice or other activity that presents an unacceptable risk to Billit; or

c) Billit believes that the Client's use of the Platform degrades, or may degrade, the security, privacy, stability or reliability of the Platform or may enable or facilitate illegal or prohibited transactions, or is or may be unlawful.

22.6. Upon termination of the Agreement for whatever reason:

a) the Client shall promptly pay Billit all outstanding Fees and other amounts, up to and including the date of termination;

b) the Client's right to access and use the Platform, APIs, Services and Documentation shall cease;

c) Billit will immediately deny all Users access to the Platform and APIs.

23. Termination Assistance

23.1. Upon termination or expiry of the Agreement, Billit shall provide the Client, for a period of up to thirty (30) days, reasonable cooperation and technical support (to be mutually agreed in writing) to enable the Client to migrate its data or transition to an alternative service provider. The scope and modalities of the termination assessment will be mutually agreed in writing.

23.2. Without prejudice to what is set forth in Annex IV, termination assistance is provided at Billit's then-current professional services rates (to be provided upon request) and shall be charged on a time and material basis (with a minimum of one hour per request), unless termination is due to Billit's material breach, in which case it shall be free of charge.

23.3. To the extent Regulation (EU) 2023/2854 applies to the Services as data processing services, the Client's switching rights and Billit's related obligations shall be governed by Annex IV. In case of conflict between this Article 23 and Annex IV, Annex IV shall prevail with respect to switching between data processing services.

24. Warranties

24.1. The Client agrees that the Platform, APIs, Documentation and Services are provided "as is" and "as available". Except for the foregoing warranty, Billit makes no representations or warranties concerning any matter under this Agreement, including any express or implied warranties of fitness for a particular purpose, merchantability, non-infringement or otherwise. Billit expressly disclaims any warranty of non-infringement, or accuracy or completeness, operational criteria or parameters provided by the Client.

24.2. The Client understands that the Platform (i) is only intended to be used as a tool to facilitate the Client's internal business operations; and (ii) may provide the Client with advice and recommendations, but that Billit shall not be liable for Client's implementation or interpretation of such advice and recommendations nor for

any decision based on such output. Any analyses and interpretations of and any decisions taken based on the output generated by the usage of the Platform or Services, should be executed by a trained and experienced user.

24.3. The Client warrants at all times during the Term, that:

a) it has the right, power, and ability to enter into and perform under this Agreement;

b) it has and complies with, all necessary rights, consents, licenses, and approvals for the operation of its business and to allow use the Platform in compliance with this Agreement and applicable laws;

c) its use of the Platform and Services comply with applicable laws (and are not engaging in activity that any financial partner or institution identifies as damaging);

d) it is the named account holder of each user bank account available in the Platform, is authorized to initiate settlements to and debits from the bank accounts available in the Platform and that each user bank account is located in a country approved by Billit to maintain in the Platform.

25. Limitation of liability

25.1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, any of its non-monetary obligations under this Agreement due to a Force Majeure Event, or in respect of any losses arising out of a Force Majeure Event. If a Party refers to a Force Majeure Event, it must immediately inform the other Party of the nature of the Force Majeure Event, stating the date when the Force Majeure Event has come into effect. In the event of delay in performance due to a Force Majeure Event, the execution of the relevant obligation shall be extended by a period reasonably necessary to overcome the effect of such delay. If the delay in performance is likely to extend for a period of ninety (90) days or more, the Parties shall have the right to terminate the Agreement. Each Party shall have the duty to mitigate damages.

25.2. Subject to the maximum extent permitted under mandatory law, Billit's liability under the Agreement, whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, shall per event (or series of connected events) and in the annual aggregate per contract year not exceed the amounts paid by the Client hereunder during such contract year. Free trial users and non-paying Clients acknowledge that, subject to the maximum extent permitted under applicable law, Billit's liability under this Agreement in respect of such free (trial) accounts shall in no event exceed fifty (50) EUR.

25.3. Subject to the maximum extent permitted by applicable law, Billit's liability under this Agreement shall be limited to damages of the Client resulting directly from gross negligence or willful misconduct of Billit.

25.4. Under no circumstances shall Billit be liable to the Client for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, anticipated savings, lost revenue or income, loss of use or production, loss of business, loss or corruption of data, loss of database or software, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever and third party claims.

25.5. Billit bears no responsibility or liability for damages caused by (i) systems, actions or inactions of the Client or third parties; (ii) the (incorrect and/or incomplete) information, data or other materials provided or transmitted by the Client to Billit and/or its Users; (iii) failure of the Client to implement appropriate security measures; (iv) usage of the Platform, APIs and Services that is inconsistent with the terms of the Agreement. For the avoidance of doubt, Billit is solely responsible for its own Platform and Services as described in the Agreement and does not bear any responsibility or liability with respect to questions, issues or malfunctions related to or caused by services or software provided by third parties, even when such services or software are used in connection with the Platform, APIs or Services.

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

26. Miscellaneous

26.1. **Severability** - If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless continue in full force and effect. The provisions found to be unenforceable shall be enforceable to the full extent permitted by applicable law. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

26.2. **Survival** - The provisions of this Agreement that are expressly or implicitly intended to survive termination, shall survive any expiration or termination of this Agreement.

26.3. **Amendments** - Billit reserves the right to revise or update these Terms and Conditions from time to time (e.g. in the event additional functionalities are included or to adhere to amended legislation). In such case, the Client will be notified about the changes (such as by email), prior to the coming into force of such changes. Unless specified otherwise, the revised Terms and Conditions shall enter into force fourteen (14) calendar days after they have been notified to the Client. If the Client does not agree to the changes, it shall have the right to terminate the Agreement within the aforementioned period. The Client's continued use of the Platform, APIs or Services after the Terms and Conditions have been changed will constitute acknowledgment and acceptance of the modified terms.

26.4. **Waiver** - This Agreement may be waived only by a written document signed by the Party entitled to the benefits of such waiver. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent.

26.5. **Entire agreement** - This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof.

26.6. **Notices** - Any notice required to be served by this Agreement shall in first instance be given by electronic mail, for the Client, to the email address set out in the Order Form and, for Billit, to support@billit.be. All notices given by electronic mail, shall only be valid in case confirmation of receipt was expressly given by electronic mail by the receiving Party. In case no confirmation of receipt was given by the receiving Party within five (5) Business Days, all notices can be done in writing and served by personal delivery or registered letter, addressed to either Party, for the Client, at its address given in the Order Form and, for Billit, at the address set forth on the first page of these Terms and Conditions, or to such other address as a Party may designate by notice hereunder. All notices shall be deemed to have been given either (i) if by hand, at the time of actual delivery thereof to the receiving Party at such Party's address, (ii) if sent by overnight courier, on the next Business Day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth (5th) Business Day following the day such mailing is made. Notices of default shall always be provided by registered mail. Notices of termination shall be executed via the self-service options within the Platform (license-stop) or must be provided via registered mail.

26.7. **Interpretation** - In this Agreement: (i) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted; (ii) words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and incorporate; and each case vice versa; (iii) the headings or captions to the Articles are for ease of reference only and shall not affect the interpretation or construction of this Agreement. In the event of a conflict between the provisions of these Terms and Conditions and the provisions of an Order Form, these Terms and Conditions shall prevail, unless expressly agreed otherwise in such Order Form. In the event of a conflict between the provisions of these Terms and Conditions and the provisions of an annex or schedule to the Agreement, the relevant annex or schedule shall prevail regarding its subject matter.

26.8. **Assignment** –Billit may assign, transfer and/or subcontract its rights and obligations under this Agreement to any third party. The Client shall not assign or otherwise transfer any of its right of obligations under the Agreement without Billit's prior written consent. Subject to any restrictions on assignment herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and permitted assignees.

26.9. **Electronic Signature.** The Parties expressly agree that this Agreement (including any amendment hereto) may be executed and signed through electronic signature technology. To the extent that the Agreement is executed or signed electronically, the electronic signature is the legally binding equivalent to their handwritten signature. Execution via electronic signature technology shall have the same force and effect as a handwritten execution. To the maximum extent permitted by applicable law, the Client will not repudiate the meaning of an electronic signature or claim that its electronic signature is not legally binding.

26.10. **Special terms and conditions.** The Parties agree to adhere to any additional special terms and conditions agreed between the Parties in writing.

27. Dispute Resolution, Applicable Law and jurisdiction

27.1. This Agreement shall be governed by and construed in accordance with the laws of Belgium, without giving effect to its choice of law or conflict of law laws or principles. The Parties hereto submit to the exclusive jurisdiction of the courts of Antwerp (division Antwerp). The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

27.2. Before initiating proceedings before the competent courts, the Parties shall exercise reasonable good faith efforts to amicably settle any disputes that might arise during the execution of this Agreement. Disputes shall be escalated to an escalation committee consisting of at least one executive-level representative from each

Party. The committee shall meet within ten (10) Business Days of the notice and attempt in good faith to resolve the dispute within thirty (30) days. Only if unresolved further legal or contractual remedies shall be pursued.

Annex I – Data Processing Agreement

This Data Processing Agreement is an annex to the Billit Terms and Conditions and forms an integral part of the Agreement between the Client and Billit.

This Annex I sets out the additional terms, requirements, and conditions under which Billit (acting in the capacity of Processor) will process Personal Data on behalf of the Client (acting in the capacity of Controller) (when providing Services) in the execution of the Agreement. This Annex I contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation 2016/679 (hereinafter referred to as "**GDPR**") for agreements between Controllers and Processors.

1. Definitions and Interpretation

1.1. The following definitions apply in this Annex I:

"**Business Purposes**" means the Services described in the Agreement and any other purposes specifically identified in Schedule A.

"**Data Protection Legislation**" means any Belgian and European data protection laws, including decisions, directives, and regulations, for the protection of personal data, particularly the GDPR and the relevant implementing legislation under Belgian law.

"**Controller**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**process/processing**" shall have the same meaning as in the GDPR.

1.2. Capitalized terms used in this Annex I but not defined herein shall have the meaning set forth elsewhere in the Agreement.

1.3. This Annex I shall be subject to the terms and conditions as set out in the Billit Terms and Conditions and forms an integral part of the Agreement between the Parties.

1.4. In case of discrepancy between any of provisions of this Annex I and those of the Agreement, this Annex I shall prevail.

2. Types of Personal Data and Purposes of the Processing

2.1. In respect of the processing of Personal Data by Billit on the Client's behalf, the Client shall act as the Controller and Billit as the Processor as defined in the Data Protection Legislation.

2.2. The Controller shall retain control over the Personal Data and remain responsible for fulfilling its compliance obligations under the Data Protection Legislation, including making the required communications, adhering to its information obligations and obtaining the necessary consent, as well as for the processing instructions it gives to the Processor.

2.3. Schedule A describes the data processing details, including the nature of the Processor's processing, the categories of Personal Data, the categories of Data Subjects, and the storage periods for Personal Data.

3. Obligations of the Processor

3.1. The Processor shall process the Personal Data only in line with the Client's written instructions. The Processor shall not process the Personal Data for any other purpose or in a manner inconsistent with this Annex I or the Data Protection Legislation. The Processor shall inform the Client immediately if it considers that the Client's instructions are not in line with the Data Protection Legislation. In said event, the Processor shall have the possibility to (i) suspend the implementation of the instruction in question until the Controller confirms, modifies or withdraws its instruction, or (ii) to terminate the Agreement or cooperation, if, after consultation, the Controller persists in the breach or the unlawful instruction.

3.2. The Processor shall keep all Personal Data confidential and shall not disclose them to third parties unless the Client or this Annex I has authorized such disclosure or it is required by law. If any law, court, regulatory body, or supervisory authority requires the Processor to process or disclose Personal Data, the Processor shall first notify the Client of such a legal or regulatory obligation and provide the Client with the opportunity to object to or challenge this obligation, unless such notification is prohibited by law.

3.3. The Processor shall provide reasonable and to the best of its abilities assistance to the Client in fulfilling the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's processing and the information available to the Processor, including with respect to the Data Subject's rights, Data Protection Impact Assessments as well as reporting to and consulting with supervisory authorities under the Data Protection Legislation.

3.4. The Client shall reimburse the Processor in accordance with Article 13 of this Annex I for services rendered in accordance with this Article 3, unless this assistance is the result of a proven non-compliance by the Processor with this Annex I.

4. Sub-processors

4.1. The Client herewith gives a general written authorization to the Processor to engage other Sub-processors under the following conditions:

a) If the Processor intends to appoint another Sub-processor, it shall inform the Client accordingly and allow the Client to object to this appointment within fourteen (14) days. This is on the provision that the Client may only object to such an appointment in writing and on reasonable grounds supported by documentary evidence. If the Controller did not submit a written, well-reasoned objection to the engagement of any additional Sub-Processors, upon receipt of the notification and within the aforementioned time, the engagement of the additional Sub-Processors shall be deemed authorized; and

b) The Processor shall enter into a written agreement with each Sub-processor containing, as to their subject matter, the same conditions as those in this Processing Agreement, specifically concerning the requirements for taking appropriate technical and organizational security measures. The Processor shall provide copies of such agreements to the Client on the Client's written request, provided however, that the Processor shall be entitled to blackline any business sensitive information.

4.2. The Sub-Processors approved at the commencement of this Annex I are set out in Schedule A. Upon request of the Controller, an updated list of engaged Sub-Processors shall be made available.

4.3. Subject to Article 14, the Processor shall remain fully liable to the Client for any failure by a Sub-processor to fulfil its obligations concerning the processing of the Personal Data pursuant to the applicable Data Protection Legislation.

5. Cross-border transfer of personal data

5.1. The Processor (or any Sub-Processor) shall not transfer or otherwise process Personal Data outside the European Economic Area (EEA) without obtaining the Controller's prior written consent. Such consent of the Controller is not required when the transfer of Personal Data to countries outside the EEA is mandatory under EU or EU member state provisions.

5.2. The Processor (or a Sub-processor) shall only transfer or otherwise process Personal Data outside the European Economic Area ("**EEA**") if the Processor (or the Sub-processor) has provided appropriate safeguards pursuant to Article 46 GDPR.

5.3. If applicable, the Processor (or the Sub-processor) shall enter into EU standard contractual clauses with the data importer outside the EEA as approved by the European Commission or by implementing any other instruments approved by the European Commission that ensure that the transfer of Personal Data to a country outside the EEA complies with appropriate safeguards as required by the GDPR.

6. Confidentiality

6.1. The Processor shall ensure that all employees who are authorized to process the Personal Data:

a) are bound by appropriate obligations of confidentiality and usage restriction in respect of the Personal Data; and

b) are aware of the Processor's and their own personal obligations pursuant to the Data Protection Legislation.

7. Security

7.1. The Processor shall take appropriate technical and organizational measures in accordance with Article 32 GDPR, as further described in Schedule A. In assessing the appropriate level of security, due account shall be taken of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the Data Subjects.

7.2. The Controller shall provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing complies with the requirements set out in the GDPR and so that the protection of the rights of Data Subjects is ensured. In particular, the Controller shall only make personal data available to the Processor for processing if it has verified that the appropriate security measures are in place.

7.3. In implementing these security measures, the Processor shall take into account applicable standards, including but not limited to ISO/IEC 27001 (Information Security Management Systems) and ENISA guidance on data protection and cybersecurity. While formal certification is not required, the Processor shall maintain security controls that are at least materially equivalent to those prescribed in ISO/IEC 27001.

7.4. More information & the ISO/IEC 27001 certificate is available on our focus on Compliance & Trust is available

at https://www.billit.eu/en-int/about-us/compliance-trust

8. Audits

8.1. The Processor shall provide the Client with all information, reasonably necessary, to demonstrate compliance with the obligations pursuant to this Annex I and the Data Protection Legislation and shall permit and cooperate with audits executed by the authorized auditors of the Client, regarding the Processor's compliance with this Annex I.

8.2. Such audits may only be carried out if the Processor has been notified by a registered letter at least thirty (30) days in advance. Audits may be conducted up to once per contract year (or in case there are objective and serious indications that the Processor breaches its obligations under this Annex I), on any day (between 9.00 am and 6.00 pm), except Saturdays, Sundays, statutory holidays in Belgium, and days when the Processor is closed due to holidays. Audits shall not unreasonably interfere with the Processor's business activities. The Controller's confidentiality obligations towards third parties must be taken into account when conducting such an audit. Both the Controller and its auditors shall keep the information disclosed in the context of an audit confidential and shall only use it for the purpose of verifying the Processor's compliance with this Annex I. Audits shall always be carried out at the Client's expense, unless the audit demonstrates non-compliance with this Annex I by the Processor. The Processor is entitled to request that the Client and external auditor sign a non-disclosure agreement before the audit is carried out.

8.3. The findings of the audit will be assessed by the Processor and the Client in mutual consultation and, will (if necessary) lead to the implementation of adjustments by the Processor and/or the Client, as far as this is reasonable in the context of the performance of the Agreement. The Processor and Client shall have the possibility to (i) suspend the implementation of the instruction in question until the instructions are confirmed, modified or withdrawn, or (ii) to terminate the Agreement or cooperation, if, after consultation, the relevant Party persists in a unreasonable instruction or in the breach or the unlawful instruction.

8.4. The costs incurred by the Processor for assisting in such audits shall be reimbursed by the Client in accordance with Article 13 of this Annex I unless expressly agreed otherwise in writing or the audit demonstrates non-compliance with this Annex I by the Processor.

9. Information and Assistance

9.1. The Processor shall take the appropriate technical and organizational measures agreed in writing between the Parties and shall promptly provide the Client with the information that the Client may reasonably require to enable the Client to comply with:

a) Data Subject requests pursuant to the Data Protection Legislation; and

b) Information or assessment notices served by a supervisory authority on the Controller under the Data Protection Legislation.

9.2. The Processor shall inform the Client without undue delay (i.e. five (5) Business Bays) if it receives a complaint, notification, or communication directly or indirectly relating to the processing of the Personal Data or one of the Parties' compliances with the Data Protection Legislation.

9.3. The Processor shall inform the Client within five (5) Business Days if it receives a request from a Data Subject to access their Personal Data or to exercise any of their rights under the Data Protection Legislation.

9.4. The Processor shall reasonably and to the best of his abilities cooperate and assist the Controller in responding to complaints, notifications, communications, or requests from Data Subjects. For the avoidance of doubt, the Processor shall not directly respond to the Data Subject request itself, unless expressly authorized in writing to do so by the Controller.

9.5. The costs incurred by the Processor for aiding under this Article shall be reimbursed by the Client in accordance with Article 13 of this Annex I.

10. Personal Data Breach

10.1. The Processor shall inform the Client without undue delay and in any event within seventy-two (72) hours if it becomes aware of a Personal Data Breach.

10.2. If the Processor becomes aware of a Personal Data Breach, it shall provide the Client with the following information without undue delay:

a) A description of its nature, including the categories and estimated number of Data Subjects and Personal Data records affected;

b) The likely consequences;

c) The details of a contact point where more information can be obtained;

d) A description of the measures taken or proposed to address the Personal Data Breach including those to mitigate its possible adverse effects; and

e) the (alleged) cause, the date on which the Personal Data Breach occurred (if no exact date is known: the period within which the Personal Data Breach occurred) and the date and time on which the breach became known to the processor or to a Sub-Processor engaged by it.

Where and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

10.3. Immediately following a Personal Data Breach, the Parties shall work together to investigate the Personal Data Breach. The Processor shall reasonably cooperate with the Client in dealing with the Personal Data Breach, including by:

a) Cooperating in an investigation; and

b) Taking reasonable and prompt steps to mitigate the consequences of and minimize any damage caused by the Personal Data Breach.

10.4. The Processor shall refrain from notifying third parties of a Personal Data Breach without the Client's prior written consent unless it is required to do so by law. It is and remains the responsibility of the Client to report (if applicable) a Personal Data Breach to the competent supervisory authority and/or the Data Subject.

10.5. The Client shall cover all reasonable costs related to the Processor's performance under this Article in accordance with Article 13 of this Annex I, unless the Personal Data Breach is due to the Processor's negligence, willful misconduct, or breach of this Annex I.

11. Term and Termination

11.1. This Annex I shall remain in full force and effect as long as:

a) The Agreement remains in force; or

b) The Processor holds or controls Personal Data in connection with the Agreement (hereinafter referred to as the "**Term**").

11.2. Any provision of this Annex I which is to become or remain effective, either expressly or tacitly, upon or after the termination of the Agreement (including Article 14) shall remain in full force and effect.

12. Removal or Return

12.1. Upon termination of the Agreement, for whatever reason, the Processor shall, at the Client's discretion, delete or return all the Personal Data that are in its possession, and delete any existing copies, unless the Processor must retain such Personal Data for a longer term pursuant to applicable law.

13. Costs

13.1. The services performed under this Annex I for which the Processor may charge the Client will be charged on the basis of the amount of hours worked and the Processor's then standard hourly rates. Upon request, the Processor shall inform the Controller of its standard rates. The Processor will invoice these amounts on a monthly basis in accordance with the payment modalities set forth in the Agreement. For the avoidance of doubt, only the services executed by the Processor to ensure the Controller can adhere to its obligations under the Data Protection Legislation shall be charged. Services provided by the Processor under this Annex I to ensure the Processor adheres to its own obligations under the Data Protection Legislation, shall not be reimbursed, unless expressly agreed otherwise in writing. All payments by the Controller to the Processor shall be executed in accordance with the terms of the Agreement.

14. Final Provisions

14.1. To the extent permitted under the applicable legislation, any limitations and/or exclusions of liability in the Agreement shall apply to this Annex I. In addition, the Processor shall only be liable under this Annex I if it has: (i) failed to comply with its specific obligations under the applicable Data Protection Legislation; or (ii) acted outside or in breach of the Controller's lawful instructions.

14.2. If, at any time during the Term, it is determined that any provision of this Annex I is or has become invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Annex I shall not in any way be affected or impaired thereby. The Parties shall negotiate in good faith to replace such invalid, unlawful, or unenforceable provision with a valid, lawful and enforceable provision, the effect of which shall be as close as possible to that of the invalid, unlawful, or unenforceable provision.

14.3. This Annex I shall be governed by and construed in accordance with, the Billit Terms and Conditions (including the miscellaneous clauses), unless the context would require otherwise.

Schedule A – Description of processing and contact information

1. Purposes and specific instructions regarding the processing

☒ Business Purposes, including to provide the Billit Platform and the Services and to execute the Agreement, such as:

- to create, grant access to and login to the correct user accounts;
- for management of user accounts;
- to make use of the e-invoicing, billing and other functionalities available in the Platform: including:
  - collecting and storing Client's customer, vendor and transaction details in a digital format for e-invoicing;
  - generating, validating and sending e-invoices to Client recipients;
  - exchanging invoices with other systems or stakeholders upon the Client's request (e.g. accountants, clients, etc.);
- to integrate invoicing systems and software with the available e-invoicing networks (such as PEPPOL) (via the Billit e-invoicing access point PEPPOL) to send and receive e-invoices;
- to execute maintenance and support services;
- etc.

☐ Other (please specify): _____

2. Nature of the processing

☒ collection

☒ recording

☒ organization

☒ structuring

☒ storage

☒ adaptation or alteration

☒ retrieval

☒ consultation

☒ use

☒ disclosure by transmission, dissemination or otherwise making available

☒ alignment or combination

☒ restriction, erasure or destruction of data (whether or not by automated means)

☐ other (please specify): _____

3. Categories of Data Subjects

☒ (Potential/ex-) customers of Controller

☒ Applicants, (ex-) employees or interns of the Controller

☒ (Potential)/(ex) self-employed consultants of the Controller

☒ Users of the following service/website/application: the Billit Platform

☒ (Potential/ex-) suppliers of the Controller

☒ (Potential/ex-) business partners of the Controller

☐ Minors (below the age of 16)

☒ Other (please specify): all other individuals whose Personal Data is uploaded or otherwise available in the Platform.

4. Categories of Personal Data

☒ Personal identification data (*name, address, telephone number, etc.*)

☒ Electronic identification data (*IP address, MAC address, cookies, etc.*)

☐ Housing characteristics (*address, type of home, residence time, etc.*)

☐ Health related data (*physical health, mental health, genetic data, treatments, prescriptions, etc.*)

☒ Financial data (*bank account numbers, insurance, salary, invoicing data, including history of payments, payment balance, etc.*)

☐ Personal characteristic (*age, gender, date of birth, place of birth, citizenship, visas, etc.*)

☐ Psychological data (*opinions about personality, etc.*)

☐ Family (*marital status, cohabitation, name of spouse/partner, children, parents, etc.*)

☐ Memberships (*professional and non-professional memberships, clubs, groups, associations, etc.*)

☐ Judicial data (*data concerning convictions and offences, suspicions, indictments and administrative sanctions, etc.*)

☐ Financial and insurance products (*loans, mortgages, etc.)*

☐ Location data (*GPS, mobile phone or other tracking mechanisms, etc.)*

☐ Education (*curriculum, financing of studies, qualifications, professional experience, publications, etc.*)

☒ Profession and job (*current job, work description, job application data, career, salary, data concerning IT equipment, passwords and codes, etc.*)

☐ Lifestyle and (consumption) habits

☒ Account data (usernames, passwords and any other log-in data, etc.)

☐ Pictures or videos

☐ Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade-union membership

☐ Genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or sex life or sexual orientation

☐ Judicial data (*data concerning convictions and offences, suspicions, indictments and administrative sanctions, etc.*)

☒ All other categories of Personal Data uploaded in or generated by the usage of Processor's Platform and/or Services

☐ Other (please specify): _____

5. Retention period

☒ During the Term of the Agreement and as long as the Controller makes Personal Data available to the Processor in the context of the Agreement. For the avoidance of doubt, Billit is not obliged to retain data after the Term, unless as (i) required by applicable laws; (ii) required for Billit to perform any post-termination obligations; (ii) this Agreement otherwise states; or (iv) the Parties otherwise agree in writing;

☐ Specific retention periods, please specify: _____

6. Contact information for the person responsible for data protection compliance

	Processor
E-mail	dpo@billit.eu

7. List of Sub-Processors

The Controller has authorized the use of the Sub-Processors listed on https://www.billit.eu/en-int/subprocessors/ (as may be updated from time to time). Additionally, the Controller has authorize the following Sub-Processors:

Company name	**Type of sub-processing operation (description of services)**
Freelancers generally engaged in the execution of the Processor's daily activities (an updated list can be provided upon request)	Business Purposes
Affiliates	Business Purposes

8. Transfers of personal data

Category and location of recipients of Personal Data outside the EEA:

☒ Not applicable;

☐ Other (please specify): _____

Purpose(s) for transfer of Personal Data outside the EEA

☒ Not applicable;

☐ Other (please specify): _____

9. Technical and organizational measures

The Processor takes, at its own cost, appropriate technical and organizational measures to protect Personal Data, including, at a minimum, the following technical and organizational measures (non-exhaustive list):

- **Control of physical access**: Billit's web application, communication, and database servers are located in secure data centers in Europe, managed by Billit's hosting providers with which Billit has entered into the required written agreements as provided for in this Annex I.
- **Control of access to the system**: Billit has taken appropriate measures to prevent unauthorized persons from using its systems:
    - The identification of the terminal and/or the terminal's user in Billit's systems;
    - Automatic shut-down of the user terminal while not in use;
    - Identification and password required to regain access; The Controller can opt to activate MFA (Multi Factor Authentication) for end user accounts;
    - Automatic blocking of the user after repeated entry of a wrong password.
    - Registration and regular monitoring of events.
    - Access control via firewall, router, and VPN to protect the private networks and back-end servers.
    - Ad hoc monitoring of infrastructure security.
    - Regular inspections of security risks by internal staff and external auditors.
    - Issuing and safe keeping of identification codes.
    - Role-based access control according to the principle that only strictly necessary rights are granted.
    - Access to host servers, applications, databases, routers, switches, etc. is recorded.
    - The use of commercial and customized tools to collect and verify data recorded by the Platform and the system.
- **Control of access to data**: Billit has implemented appropriate measures to protect Personal Data against accidental destruction or loss:
    - Redundant infrastructure.
    - A constant evaluation of data centers and Internet Service Providers (ISPs) to optimize performance for clients in terms of bandwidth, latency, and isolation for disaster recovery.
    - Housing data centers in secure, carrier-neutral shared locations with physical security, redundant power supply, and redundant infrastructure.
- **Control of transfer**: Billit has implemented appropriate measures to prevent the reading, copying, modification, or erasure of Personal Data by unauthorized persons during data transmission or transport of the data carriers:
    - The use of appropriate firewall and encryption technologies to protect the ports and channels through which data is transferred.
    - Encryption of sensitive Personal Data during transmission using current versions of TLS or other security protocols that use strong encryption algorithms and keys.
    - Protection of employee access via the Internet to account management interfaces via encrypted TLS.
    - End-to-end encryption of shared screens for remote access, support, or real-time communication.

- **Control of the input**: Billit has implemented appropriate measures to ensure that it can be determined whether and by whom Personal Data has been entered into or deleted from the Personal Data Processing systems:
    - Authentication of the authorized employees.
    - Protective measures for the entry of Personal Data into the memory and the reading, modification, and erasure of stored Personal Data, including by documenting or logging significant changes to account details or settings.
    - Separation and protection of all stored Personal Data through database schedules, logic access controls, and/or encryption.
    - The use of proof of identity for user identification.
    - Physical security of the location where the data processing takes place.
    - Session time-out.
- **Data backups**.
- **Separation of data** by:
    - Individual allocation of System Administrators.
    - Taking appropriate measures to register the System Administrator's access to the infrastructure.

The Processor is committed to ensuring that personal data is protected at all levels - technical, physical, and organizational. The Processor's organizational measures and security practices are continuously reviewed and updated to address evolving threats and maintain a high level of data security and privacy. To continuously stay at pace with the evolving security standards, the Controller acknowledges and agrees that the measures described herein will be updated and amended from time to time (at Processor's sole discretion). Upon request, the Processor shall provide an updated version of this Schedule A.

Despite the above-mentioned measures, the Parties hereby acknowledge that there are always risks associated with sending personal data over the internet and that the security and protection of personal data can never be fully guaranteed, nor can it be guaranteed that unauthorized third parties will never be able to defeat those measures or use the personal data processed by Processor for improper purposes.

Any authorized Sub-processors shall implement *mutatis mutandis* the technical and organizational measures as defined in this Schedule A or such other measures resulting in an equivalent or higher level of protection of personal data as deemed useful or necessary by such sub-processors. Upon request, the Client can request the Processor to provide the latest version of the implemented technical and organizational measures by said Sub-processors.

Annex II – Support Agreement

If and to the extent applicable, as indicated in the Order Form, Billit shall, in consideration for the relevant support fees, provide the maintenance and support services in accordance with the terms set out in this Annex II.

1. Availability and uptime

1.1. Billit shall use commercially reasonable efforts to ensure the availability of the Platform at a minimum monthly uptime of 99.9%, excluding (un)scheduled maintenance and events beyond Billit's reasonable control.

1.2. Availability will be calculated as follows: Availability = (Scheduled Uptime - Downtime) / Scheduled Uptime. The availability will be calculated during Business Days. More information regarding how the uptime is calculated is available at: https://www.billit.eu/en-int/about-us/compliance-trust/sla.

1.3. The uptime score can be seen on the following webpage: https://status.billit.eu.

1.4. For the purpose of this Article, "Scheduled Uptime" refers to the total number of minutes of accessibility of the Platform during the relevant contract year, minus the following events (which shall not be taken into account to calculate the availability of the Platform): (i) scheduled downtime, i.e. the time required to perform regular maintenance activities and to implement updates; (ii) emergency maintenance, i.e. maintenance required to ensure the security, performance or integrity of the Platform; (iii) a Force Majeure Event; (iv) downtime resulting from a wrongful act, treatment or omission of the Client or a third party or caused by third party systems, software or services; and/or (v) downtime due to Client's violation of the instructions communicated by Billit in accordance with this Agreement.

1.5. Downtime refers to the time that the Platform is unavailable, minus the events mentioned in Article 1.4. of this Annex 1.

2. Support

2.1. During the term of the Agreement, Billit shall use its best efforts to handle Incidents (which do not constitute an Out-of-Scope Incident) reported by a SPOC of the Client (as notified by the Client to Billit) in accordance with the response times and resolution times described below.

2.2. The Client shall designate a maximum of five (5) of single points of contact ("**SPOCs**") for maintenance and support-related matters. If the Client (or any of its Users) encounters an Incident, a SPOC will initially review and assess the Incident. If such assessment shows that the Incident is not an Out of Scope Incident, a SPOC may notify Billit of such Incident by using the communication channel(s) as set forth below. The SPOC must provide a clear description of the Incident and provide all necessary information to enable Billit to reproduce the reported incident. Billit is only obligated to provide the support services if the incident notification contains all required information.

3. Support channels

3.1. The SPOCs can notify Billit of a support request during Business Days via the following support channels:

a) The Billit designated ticketing desk: available in the Platform;

b) By using such other communication channel(s) as notified by Billit to the Client from time to time.

3.2. Support is provided in the following languages: English and Dutch. During support the SPOC may be requested to share screens to resolve critical issues.

3.3. The helpdesk is available 24/7. Requests will be responded during Business Days.

3.4. When reporting an Incident, the SPOC must indicate the priority level. If, in the opinion of Billit, the indicated priority level is incorrect, Billit has the right to change the priority level (in accordance with the service level descriptions) and will notify the Client thereof.

4. Out of scope incidents

4.1. The Client acknowledges that support for Out-of-Scope Incidents and that Service Requests are not included in the support services. Billit shall, in good faith and in its sole discretion, determine whether or not an Incident constitutes an Out-of-Scope Incident or a Service Request.

4.2. The Client may request Billit to provide support services in relation to Out-of-Scope Incidents and Billit may decide – in its sole discretion – to provide, in good faith, without any binding commitment whatsoever, to provide such support services. In such case, the response and resolution times specified in this Annex II shall not apply. Service Requests shall be managed in accordance with Article 7.1 of the Terms.

4.3. Support services provided related to Out-of-Scope Incidents shall be charged on a time and material basis in accordance with Billit's then-current rate card, which shall be provided upon the Client's request and shall be charged on the basis of the hours effectively performed. Such services shall be charged monthly in arrears.

5. Service levels

5.1. The response and resolution times specified below shall apply during Business Days, unless expressly stated otherwise.

5.2. The response time is measured from the time an Incident is reported by the Client until Billit has acknowledged receipt thereof (verbally, electronically or written). As long as the Client does not report a priority 1 incident by phone, the response and resolution times do not start. Resolution times are suspended while Billit is waiting for a response or input from the Client.

5.3. The resolution time is measured from the time an Incident is reported by the Client until a workaround or permanent resolution is provided (as applicable) that allows the Client to access at least the basic functionalities of the Platform. If, as a result of the temporary solution, the incident gets a priority level 3 instead of priority level 2, then the resolution time connected to priority level 3 applies (etc.).

5.4. The Client acknowledges that the SLA clock (including the response and resolution times) will be paused under the following conditions: (i) when Billit requires additional information, clarification or approval from the Client to proceed with the resolution or support request; (ii) when the resolution of an incident or request is dependent on the actions or input from a third party (software, system, network or service provider) or is related to systems or software not under the direct control of Billit; and/or (iii) when the Client is unavailable to provide the necessary input or access to systems required for the resolution. The SLA clock will resume once the required input or action is received from the Client or third-party. The time during which the SLA clock is paused will not be counted towards the response and resolution times and any downtime occurring during the period when the SLA clock is paused will not be counted towards the availability metrics.

Priority	Category	Description	Target response time	Target resolution time
1	Critical	A malfunction that makes it impossible for the Platform to be used or means that it can be used only subject to serious restrictions. Platform or core functionalities unavailable for >25% of Users or any event affecting data confidentiality, integrity, or availability.	Two (2) hours during Business Days	Workaround within twenty-four hours during Business Days. Permanent resolution to be provided within eight (8) Business Days.
2	High	A malfunction in (a part of) the Platform with major functionality impacted or significant performance degradation. Issue is persistent, there is significant performance degradation or limited functionality impacting >10% of users.	Four (4) hours during Business Days	Workaround within four (4) Business Days. Permanent resolution to be provided within sixteen (16) Business Days.
3	Low	Issues that do not impact use of the Platform in any important way and with limited impact on the Client' business processes. A malfunction in (a part of the) Platform with minor functionality impacted, minor performance degradation, isolated functionality issues without business-critical impact.	One (1) Business Day	Workaround within eight (8) Business Days. Permanent resolution to be provided upon next update/patch.

Escalations for unresolved Priority 1 incidents may be directed to a senior Billit representative.

Annex III – Security Agreement

1. Scope & Purpose

This Security Schedule outlines appropriate technical and organizational measures implemented to safeguard Client Data within the following frameworks and legislation:

- **EU GDPR (2016/679)**
- **Digital Operational Resilience Act (DORA – EU 2022/2554)**
- **Payment Services Directive 2 (PSD2 – EU 2015/2366)**
- **ISO/IEC 27001:2022**
- **National Bank of Belgium (NBB) oversight**
- **VAT in the Digital Age (ViDA – EU proposal COM/2022/701)**
- **International e-invoicing and e-reporting frameworks**: as available in the Platform for integration (as may be indicated on the Billit website).

Note: Billit provides secure format compatibility and interoperability but does not provide legal long-term archiving unless explicitly agreed otherwise in writing.

2. Data Classification & Responsibility

- **Controller:** The Client
- **Processor:** Billit
- **Data Types:**
    - *Confidential:* Invoice metadata, client/vendor info, SMP logs
    - *Sensitive:* Tax and payment flows, API keys, UBO/KYC info
    - *Personal Data:* Names, emails, uploaded documents other personal data as identified in Annex I (Data Processing Agreement).

ISO Ref: A.5.12–A.5.13

3. Access Control

- RBAC enforced across all systems
- MFA required for all internal and privileged access
- Quarterly access reviews and auto-revocation
- Segregation of duties across DevOps, Support, and Product

ISO Ref: A.5.15–A.5.18 | **DORA:** Art. 9

4. Data Encryption & Cryptography

- **At Rest:** AES-256 encryption on all data and backups
- **In Transit:** TLS 1.2+ enforced for all APIs, UIs, and PEPPOL traffic
- Tokenization applied to sensitive financial records

ISO Ref: A.8.24–A.8.27 | **PSD2 RTS:** Art. 35–36

5. Network & Infrastructure Security

- **Hosting Locations:** locations in the European Economic Area such as Belgium, Germany, Ireland, France, the Netherlands, etc**.**
- Full environment isolation (Dev / UAT / Prod)

- Public-facing endpoints protected via WAF and DDoS mitigation
- Bastion-only internal access with full session logging

ISO Ref: A.5.23–A.5.25 | **DORA:** Art. 8

6. Monitoring, Logging & Incident Response

- SIEM monitoring and anomaly detection 24/7
- Immutable logs retained for minimum 12 months
- Internal incident escalation within 4 hours; breach notice to Client within 72 hours or 12 hours if it concerns an incident that has a significant impact on the execution of the Agreement, after becoming aware thereof, bearing in mind the extent of any reporting obligations the Parties may have under applicable laws.
- Annual IRP testing and forensics playbook validation

ISO Ref: A.5.28–A.5.31 | **DORA:** Art. 17–19

7. Business Continuity & Resilience

- Daily encrypted geo-redundant backups
- **RPO:** 24h during Business Days | **RTO:** workaround within 24h during Business Days. Permanent resolution to be provided within eight Business Days.
- Annual DR/BCP testing including partial failover simulations
- Critical dependency mapping maintained per DORA

ISO Ref: A.5.29–A.5.34 | **DORA:** Art. 10–12

8. Software & Api Security

- Secure SDLC implemented in all development workflows
- SAST, DAST, and SCA automated in CI/CD
- Strong schema validation and input sanitization
- OAuth2 + JWT-secured API endpoints with IP filtering

ISO Ref: A.5.9, A.8.32–A.8.34 | **PSD2 RTS:** Art. 10–11

9. Third-Party & Supply Chain Security

- Subprocessors listed in the DPA (all EEA unless agreed otherwise)
- Annual risk assessment and SLA/performance reviews
- Mandatory security clauses in vendor contracts

ISO Ref: A.5.19–A.5.22, A.5.35 | **DORA:** Art. 28–30

10. Penetration Testing

- Annual external pentests by CREST or SecNumCloud-accredited firms
- Scope includes auth, API, PEPPOL, SMP/SML interactions
- OWASP, NIST 800-115, PSD2 RTS aligned
- Remediation of critical findings within 30 days
- Summary report available under NDA upon request

ISO Ref: A.5.28, A.5.36 | **DORA:** Art. 24

11. Client Rights & Regulatory Cooperation

- One audit per year permitted with 30 days' notice
- Cooperation with NBB, FSMA, CNIL, and other national authorities supported

ISO Ref: A.5.36–A.5.37 | **DORA:** Art. 16, 24

12. Training & Security Culture

- Annual security training mandatory for all employees
- Developers follow secure coding certifications (updated every 2 years)
- Simulated phishing tests and social engineering campaigns run quarterly

ISO Ref: A.6.3

13. Liability & Changes

- Security breach = Level 1 incident under SLA (if applicable)
- Billit is not liable for misuse due to Client-side credential leaks

Billit is committed to ensuring that Client Data is protected at all levels - technical, physical, and organizational. Billit's security measures and security practices are continuously reviewed and updated to address evolving threats and maintain a high level of data security and privacy. To continuously stay at pace with the evolving security standards, the Client acknowledges that the measures described herein will be updated and amended from time to time (at Billit's sole discretion). Upon request, Billit shall provide an updated version of this Annex.

Despite the above-mentioned measures, the Parties hereby acknowledge that there are always risks associated with sending (personal) data over the internet and that the security and protection of (personal) data can never be fully guaranteed, nor can it be guaranteed that unauthorized third parties will never be able to defeat those measures or use the (personal) data processed by Billit for improper purposes.

Annex IV – Eu Data Act Terms On Switching Between Providers Data Processing Services (the "Switching Terms")

1. Introduction

1.1. If Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the "**Data Act**") applies to your use of Billit's Platform, these Switching Terms apply.

1.2. For purposes of these Switching Terms, the following definitions apply:

"**Services**" means Billit's service offering as further described in the Agreement.

"**Data**" means the exportable data and digital assets falling within the following categories: your account data, your client data and client invoices, and your supplier data and supplier invoices.

1.3. Capitalized terms used but not defined herein, shall have the meaning as set forth in the Agreement. In case of a conflict between the Agreement, and these Switching Terms, these Switching Terms shall prevail.

2. Switching Process

2.1. Billit shall not restrict your ability to switch to a data processing service that covers the same service type as the Services, whether provided by another data processing service provider, to an on-premises ICT infrastructure, or, where applicable, to multiple data processing service providers (hereafter, collectively "**Switching**").

2.2. If you wish to initiate the Switching procedure, you must provide Billit with at least two (2) months' prior written notice (the "**Notice Period**") and, if applicable, provide the necessary details of the third-party provider of data processing services.

2.3. No later than thirty (30) days after the end of the Notice Period (the "Transition Period"), Billit shall provide you with an export of your Data in a commonly used, structured, and machine-readable format.

2.4. Any use of Billit's APIs to export your Data shall be subject to the technical user documentation made available by Billit from time to time.

2.5. Billit may extend the Transition Period, upon written notice provided to you within fourteen (14) working days, for a period of up to seven (7) months if Billit reasonably believes that a thirty (30)-day period is technically unfeasible, and shall provide you with a justification for such extension. You may likewise propose a one-time extension of the Transition Period for a duration you reasonably consider more appropriate (such extension shall be limited to a maximum of thirty (30) days after the Transition Period, unless otherwise agreed in writing).

2.6. Additionally, for a period of at least thirty (30) days following the end of the Transition Period, you shall have the right to request and retrieve your Data through the mechanisms made available by Billit. After this retrieval period, your Data will be retained and subsequently deleted in accordance with Billit's data retention policies (unless Data needs to be retained for a longer period to adhere to Billit's legal obligations (including for accounting and record keeping obligations)).

2.7. The Switching process, shall not include data that is not required to be transferred under applicable law, including, where permitted, data relating to the internal functioning, architecture, algorithms, security measures, operational processes, or development of Billit's Platform, as well as any Confidential Information, trade secrets, Intellectual Property Rights, or other proprietary information of Billit or its licensors or suppliers.

3. Assistance during Switching

3.1. During the Transition Period, the Agreement shall remain applicable, and Billit shall, subject to your compliance with the Agreement:

- provide reasonable assistance to you and to any third parties authorized by you in the Switching process;
- provide commercially reasonable support for your exit strategy relating to the Services, including by providing relevant information;
- act with due care to maintain business continuity and continue providing the Services;
- provide information regarding known risks to the continuity of the Services; and
- ensure a high level of security in accordance with Billit's information security policies and procedures.

3.2. You acknowledge that certain information and functionalities are available through self-service features of the Services or through other technical documentation provided by Billit. Accordingly, Billit's assistance may, in first instance, be limited to directing you to the relevant self-service functionalities or technical information.

Any assistance required beyond what is available through such self-service tools or documentation may be requested by submitting a support request through Billit's designated support channels.

3.3. Any assistance or information provided during the Switching process shall be subject to the confidentiality obligations set out in the Agreement.

4. Termination

4.1. Without prejudice to any existing payment obligations under the Agreement, the Agreement shall be considered to be terminated:

- where applicable, upon completing of the Switching process;
- at the end of the Notice Period, where you do not wish to switch but to erase the Data.

4.2. For the avoidance of doubt, all fees paid under the Agreement are non-refundable. If you exercise your Switching rights prior to the expiry of the committed contract duration of the Agreement, you shall be liable to pay an early termination fee equal to the fees that would have become due and payable for the remainder of the committed contract duration. You expressly acknowledge and agree that this early termination fee constitutes an early termination penalty intended to compensate Billit for the loss of the agreed contractual commitment and related commercial expectations, and does not constitute a switching charge.

5. Switching Charges

5.1. You shall not be charged for the Switching process to the extent required under applicable law to enable the effective Switching of data processing services, including by providing data extraction and export features, enabling you to retrieve and transfer Data in a commonly used and machine-readable format. Any additional services requested by you going beyond Billit's mandatory Switching obligations, including bespoke migration assistance, additional consulting, data transformation beyond standard export formats used by Billit or custom development services, may be charged on a time and material basis at Billit's then-current rates. The applicable rates and a fee estimation can be provided upon request.

5.2. Where you designate a Third-Party service provider to support the Switching process, Billit shall cooperate with such third party to the extent necessary to comply with applicable law. Such cooperation is subject to the conclusion of a market-standard non-disclosure agreement.

6. Miscellaneous

6.1. These Switching Terms shall be governed by the provisions of the Agreement. Any liability arising under these Switching Terms shall be subject to the limitations of liability set out in the Agreement.

6.2. Billit has no control over any third-party data processing service provider you may engage, and assumes no responsibility or liability for the success of the Switching process, including, without limitation, any issues relating to data integrity or loss, system downtime, compatibility problems, disruptions, or any other failures that may occur.

6.3. These Switching Terms do not apply to demo, trial, beta, sandbox, or other non-production versions of the Services made available by Billit solely for testing or evaluation purposes and for a limited period of time.