PEPPOL NETWORK TERMS

These Peppol Network terms (**"Terms"**) govern and apply to the usage of the PEPPOL Network via the APIs available in the Platform. The Client expressly waives the application of its own or any third party terms and conditions (other than those of PEPPOL) with respect to the usage of the PEPPOL Network, even where it is stated therein that only those conditions may apply and even if Billit did not protested them.

By accepting these Terms, you acknowledge that you have read, understand and accept these Terms and agree to be bound by them. These Terms apply in addition to the Billit terms and conditions or other commercial agreement governing the usage and license to the Platform and the Peppol Network (the **"Agreement"**) and form an integral part of the agreement for the usage of the Platform. If you are an employee (or contractor) of a Billit Client (using the Platform on such Client's behalf) and are accepting these Terms on behalf of such Client, you represent and warrant that you have full legal authority to bind the Billit Client to these Terms and have read and understand the Terms.

1.   Definitions

1.1.   Any capitalized terms not defined in these Terms shall have the meaning ascribed thereto in the Agreement. In these Terms, unless otherwise specified, the following definitions will apply:

"Client" means the natural or legal person acting for professional purposes who has concluded an Agreement for the usage and license to the Platform and the Peppol Network.

"Documentation" means the technical and functional product information that Billit and/or Peppol (at their sole discretion) may provide and amend from time to time to Peppol Network users (including the Peppol Governance Framework).

"Effective Date" means the date on which these Terms are accepted.

"FOD BOSA" means the Belgian Federal Public Service Policy and Support (*"FOD Beleid en Ondersteuning"/"SPF Stratégie et Appui"*), which is the Belgian Peppol authority who oversees Peppol certified service providers' compliance with the Peppol standards.

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

"Peppol Network" means the international logical network Pan-European Public Procurement Online ("Peppol") that enables entities and governments to exchange Peppol dataset types (such as digital invoices and other business related documents) between end users via Peppol service providers, and is governed by the Peppol Governance Framework.

"Peppol ID" means a unique Peppol identification number in order to register the Client in the Peppol directory linked to the Platform.

"Peppol Governance Framework" means the set of agreements, regulations, policies, procedures, artefacts and technical specifications that together govern the Peppol Network and which evolve according to the change management provisions set forth in the Peppol internal regulations and the Peppol operational procedures as available at https://peppol.org/documentation/governance-documentation/service-provider-agreement/.

"Platform" means the e-invoicing platform, developed and owned by Billit (or its licensors), for online invoicing administration and management of organizations (e.g. support for accounting, drawing up and keeping price quotations and invoices, etc.), including the underlying software, computer programs, algorithms, (source and object) code, logic, models, and methodology, through which the Peppol Network can be activated and used.

2.   Scope

2.1.   These Terms form an integral part of the Agreement and shall be governed by the terms and conditions set out in the Agreement (such as the confidentiality, IP and liability clauses), which are incorporated herein by reference, unless expressly stated otherwise in these Terms or in case this would conflict with these Terms.

3.   Peppol Authorization and Contact Points

3.1.   Billit is authorized as a Peppol service provider allowing Billit to provide Clients access to the Peppol Network and is entitled to provide related Peppol services in accordance with the Peppol

Governance Framework (including the receipt and/or transfer of Peppol dataset types on behalf of or for the benefit of its Clients). For more information in this regard, the Client can contact Billit or the FOD BOSA (peppol@bosa.fgov.be) and/or visit www.peppol.org.

4. Access to the Platform

4.1. If and to the extend activated by the Client via the Platform, the Client is, subject to the (license) terms and restrictions set out in the Agreement (including without limitation to section 4.5) and these Terms, granted a personal, restricted, non-exclusive, non-transferrable, non-sublicensable, revocable right to use and access the Peppol Network via the Platform for the Client's internal business purposes.

4.2. Except for the limited rights granted pursuant to this Article, no other (intellectual property) rights or titles in respect of the Platform and Peppol Network are granted or transferred to the Client or any third party in connection with these Terms.

4.3. The Client shall at all times comply with (i) the applicable Documentation, these Terms and the terms of the Agreement; (ii) applicable laws; and (iii) any reasonable instruction of Billit.

4.4. By activating the Peppol Network via the Platform, the Client agrees that the Client will be registered in the Peppol directory in order to automate the invoicing process.

4.5. Billit reserves the right to request information or documentation of the Client as may be required to verify the Client's identity (including for executing Know-Your-Customer ("KYC") checks, identity and mandate holder verification checks, etc. to complete the registration in the Peppol directory and/or to comply with its obligations in its capacity as Peppol certified service provider, prior to granting access to the Peppol Network. Without successful identity verification, Billit may refuse registration or temporarily or permanently suspend the Client's request for access to Peppol features or functionalities.

4.6. Upon successful entity, mandate and identity verification and registration, including the acceptance of these Terms, a unique Peppol ID will be assigned to the Client, which will be used to register the Client in the Peppol directory. This Peppol ID enables the exchange of digital documents and messages via the Peppol Network.

4.7. The Client shall ensure that its authorized users are informed of and comply with these Terms. The Client remains fully responsible for all actions performed by its authorized users and for all activities conducted under its Peppol ID and account credentials (including any illegitimate or unauthorized activities) and must immediately notify Billit of any unauthorized use or security breach. Billit cannot be held liable for any damage incurred by the Client or its users or recipients of the Client's documents and invoices in this regard.

5. Client Data and Personal Data

5.1. The Client acknowledges that for a proper functioning of the Platform and Peppol Network, accurate Client data must be uploaded. The Client shall immediately inform Billit in writing of any modifications in the Client data in order to enable Billit to make the necessary changes for example in the Peppol Network directory.

5.2. The Client hereby grants Billit the right to use any client data, content and information provided, transmitted or uploaded through the Platform and to share such information with other Peppol service providers, the FOD BOSA and other Peppol (governmental) actors as necessary for the performance of its obligations under this Agreement and the Peppol Governance Framework.

5.3. The Client warrants that the Client data does not infringe the (intellectual property) rights of any third party or any applicable laws or regulations. The Client shall solely be liable and be fully responsible for the lawfulness, accuracy, completeness, pertinence and correctness of the Client data and datasets (exchanged via the Peppol Network) as well as for any resulting business commitments. The Client guarantees that it holds the rights to disclose the Client data within this context. Billit shall not be liable for damages or liability resulting from incorrect Client data inputted in the Platform or Peppol Network.

5.4. The Client acknowledges that Billit may make available to the FOD BOSA or other Peppol governmental actors all relevant Client data to comply with its obligations towards such parties under applicable laws, including, without limitation for statistical purposes executed by the FOD

BOSA regarding usage of the Peppol Network. Such aggregated collected and statistical data can be made available by the FOD BOSA to third parties.

5.5. The Parties shall protect any personal data they receive, collect and otherwise process in relation to these Terms according to the provisions set out in relevant legislation and the Agreement.

6. Audit and Logs

6.1. Billit reserves the right to examine the usage of the Platform and Peppol Network to verify the Client's compliance with these Terms, applicable laws and the Documentation. If such examination shows any non-compliance, Billit is entitled to immediately suspend or terminate the Client's right to receive further compensation.

6.2. All activities from the Client on the Platform shall be logged (including the sending and receiving of business documents and datasets) to the extent permitted by applicable law, for support, security and traceability purposes. Such logs and metadata shall be retained for the legally required retention period and can be made available to the FOD BOSA and other Peppol (governmental) actors directly involved in the sending and receiving of documents and datasets via the Peppol Network, upon their request.

7. Support

7.1. Billit shall use its best efforts to provide (i) set-up support; and (ii) standard support for Incidents in relation to the Platform and Peppol Network during Business Days (all as defined in the Agreement) to its own Clients, in accordance with the provisions set out in the Billit Terms and Conditions.

7.2. Billit may interact with other Peppol certified service providers, the FOD BOSA and other Peppol authorities to resolve Incidents related to the Peppol Network or issues regarding Client data exchanged between Peppol service providers. If Billit is not able to resolve Incidents, Billit may refer the issue to the FOD BOSA or any other Peppol (coordinating) authorities.

8. Confidentiality, Security and Incidents

8.1. The Parties understand and respect that each Party may be subject to varying obligations under applicable legislation and/or regulations concerning confidentiality and data protection. In any event, the Parties shall preserve the confidentiality of any data, documents or other materials that they have received from the other Party or otherwise in relation to the execution of these Terms in accordance with the confidentiality obligations set out in the Agreement.

8.2. The Client shall, without prejudice to any security requirements set out in the Agreement, implement appropriate technical and organizational measures and procedures in accordance with accepted best industry practices (i) to protect its own data systems used in the execution of the Agreement against illicit use, malicious code, viruses, computer intrusions, infringements and illegal tampering of data and other comparable actions by third parties; (ii) to protect the integrity and continuous operation and usage of the Peppol Network and all data exchanged across the Peppol Network against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other forms of processing contrary to applicable law; and (iii) to avoid the transmission of any viruses, time bombs, worms or similar items or any computer programming routines that may interfere with other parties computer systems. Taking into account the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the data exchange and the nature of the data to be protected respecting the minimum requirements set out in the Agreement and Documentation. The Client shall implement measures to ensure that any person acting under the authority of the Client in relation to these Terms complies with the applicable information security requirements.

8.3. Should a Party, or anyone for whom a Party is responsible, such as employees, consultants and subcontractors, be in breach of any of the clauses above, the other Party is entitled to damages covering its loss due to the other Party's breach of confidentiality, subject to the limitations set out in article 9.

8.4. The Client shall immediately notify Billit by sending an email to dpo@billit.eu, if it observes or becomes aware of data breaches, incidents disturbances or errors, which may endanger the fulfilling of these Terms or the functioning of the Peppol Network.

9. Warranty and Limitation of Liability

9.1. The Platform and access to the Peppol Network are provided "as is". Other than the warranties expressly set forth in these Terms, Billit expressly disclaims, to the extent permitted under applicable law, all warranties, express or implied, including any warranties of merchantability, non-infringement, freedom of errors, satisfactory quality and fitness for a particular purpose.

9.2. Subject to the maximum extent permitted under applicable law, Billit's liability under these Terms shall be governed by the liability clauses set out in the Agreement.

9.3. The Client agrees to indemnify, hold harmless and, at Billit's request, defend Billit from and against any and all third party claims, liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to the Client's or its users' actions or inactions under these Terms.

9.4. Billit bears no responsibility or liability for damages caused by (i) systems, actions or inactions of the Client, its users or third parties (including for any malfunctioning defects or incidents related to the Peppol Network); (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 and Peppol Network that is inconsistent with these Terms. For the avoidance of doubt, Billit is solely responsible for its own Platform 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.

10. Term and Termination

10.1. These Terms shall commence on the date of acceptance of these Terms and the activation of the Peppol Network and shall continue in effect for the duration of the usage of the Platform and the term of the Agreement. Upon termination of the Agreement, these Terms shall be terminated automatically.

10.2. Either Party may terminate these Terms without any judicial intervention, without being liable for compensation and without prejudice to its rights to damages and any other rights and/or remedies to which it may be entitled by law, in accordance with the termination grounds set out in the Agreement.

10.3. In addition, Billit may immediately terminate the Agreement or suspend the Client's access to the Platform and the Peppol Network in the event of (suspected) fraud, spam or other unlawful or criminal activities by or on behalf of the Client. Billit does not accept any liability in this regard.

10.4. Upon termination of these Terms for whatever reason the rights granted to the Client pursuant to these Terms automatically cease and the Client shall immediately cease the usage of the Peppol Network. Any provisions of these Terms or the Agreement, that should, given their nature, survive termination hereof, shall survive termination of these Terms (including, without limitation the terms related to data protection, liability and confidentiality).

11. Miscellaneous

11.1. **Amendments.** Billit reserves the right to revise or update these Terms from time to time (e.g. to adhere to amended legislation and/or updates made by Peppol). In such case, the Client will where reasonably possible be notified about the changes (such as by email), prior to the coming into force of such changes. Unless specified otherwise, the revised Terms shall enter into force fourteen (14) calendar days after they have been notified, unless it constitutes changes to update the Terms in accordance with applicable laws, in which event, the updated Terms shall apply immediately. If the Client does not agree to the changes, it shall have the right to terminate these Terms within the aforementioned period. The continued execution network activities after the Terms have been changed will constitute acknowledgment and acceptance of the modified terms.

11.2. **Continuity and Conflict.** The Parties agree that the provisions of the Agreement shall remain unaltered in full force and effect. In the event of any conflict between these Terms and the Agreement, these Terms shall prevail as to its subject matter. In the event of conflicts between these Terms or the Peppol Governance Framework, the terms set out in the Peppol Governance Framework shall prevail and these Terms shall be interpreted in accordance with said Peppol Governance Framework.

11.3. **Entire Agreement.** Upon execution of these Terms, all references to the Agreement shall be deemed to mean the Agreement including these Terms. These Terms together with the Agreement constitute the entire agreement between the Parties related to its subject matter and shall supersede, replace and annul all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof.

11.4. **Severability.** If a court of competent jurisdiction determines any provision (or part thereof) of these Terms to be unenforceable or invalid, then such provision (or part thereof) shall be deemed limited to the extent that such court deems it valid or enforceable and the remaining provisions (or part thereof) of these Terms and the Agreement shall remain in full force and effect.

11.5. **Other (miscellaneous) clauses.** These Terms are governed by the (miscellaneous) clauses included in the Agreement, including without limitation, competent court and applicable law, unless in case this would conflict with these Terms.