SALVIMINDA

# Service Agreement

Framework agreement for S-Link installation, integration and support

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## Article 1 — Subject matter

1.1 This Agreement sets out the general framework governing the relationship between the Client and the Service Provider with respect to the installation, configuration, commissioning and support of the S-Link connector, as well as the Client's access to the B2Brouter platform services and the Peppol network.

1.2 The Service Provider shall provide the Client with the consultancy, integration and support services described in the Purchase Order(s) entered into under this Agreement, against payment by the Client of the fees set out in those Purchase Orders.

## Article 2 — Definitions

— Service — the totality of tasks described in a Purchase Order or quotation.

— Purchase Order — a document linked to this Agreement containing the description of a Service and its fee, together with the terms of execution (schedule, duration, price, payment and delivery conditions).

— End Client — a client of the Client, where applicable, for whom the S-Link connector is installed or used.

— Consultant — the staff member or representative of the Service Provider who delivers the Services.

— Platform (or Transmission Platform) — the platform identified in the Purchase Order through which electronic documents are sent and received via the Peppol network or an applicable national platform. A Platform is either a Procured Platform or a Client-Contracted Platform, as the Purchase Order specifies.

— Procured Platform — a Platform procured by the Service Provider from the platform provider and made available to the Client, currently the B2Brouter.net environment operated by B2Brouter Global S.L. Where a Procured Platform processes personal data on behalf of the Service Provider it is a sub-processor of the Service Provider and is listed as such in the Sub-processor List.

— Client-Contracted Platform — a Platform in respect of which the Client holds its own contract with the platform provider. A Client-Contracted Platform acts as the Client's own processor and is not a sub-processor of the Service Provider. Avalara is contracted by the Client in all engagements; B2Brouter may be either procured by the Service Provider or contracted by the Client.

## Article 3 — Contractual terms

3.1 The Services shall be provided in accordance with the terms of this Agreement and the accompanying Purchase Order(s).

3.2 In the event of a conflict between this Agreement and a Purchase Order, the Purchase Order prevails, but only in respect of the specific order to which it relates.

3.3 This Agreement and the accompanying Purchase Order(s) form an indivisible whole. Any additional order is attached to this Agreement and forms an integral part of it.

## Article 4 — Term and termination

4.1 This Agreement is entered into for an indefinite term and takes effect on the date of signature of the first Purchase Order, unless that Purchase Order provides otherwise — for example by setting an initial fixed term, such as a renewable annual B2Brouter subscription.

4.2 Either party may terminate this Agreement by registered letter with a notice period of 30 days, without prejudice to full execution of outstanding Purchase Orders.

4.3 Either party may terminate this Agreement and any attached Purchase Orders with immediate effect, without notice or compensation, by registered letter, in particular in the following cases:

— bankruptcy, apparent insolvency or application for judicial reorganisation of the other party;

— a material breach by the other party of any of its obligations, not remedied within 30 calendar days of written notice of default;

— for the Service Provider: non-payment of invoices more than 14 days after written notice of default.

4.4 Termination of this Agreement automatically terminates outstanding Purchase Orders, without prejudice to payment for Services already delivered and, where applicable, the specific termination conditions of the B2Brouter subscription (see Article 12).

## Article 5 — Invoicing and payment

5.1 The Service Provider invoices the Client, plus VAT, for amounts due for Services delivered, in accordance with the periodicity provided for in the applicable Purchase Order — in particular monthly for time-and-materials services, and annually for subscriptions.

5.2 Unless otherwise agreed in writing, all invoices are payable within 30 days of their issue date, by bank transfer to the account stated on the invoice.

5.3 In the event of non-payment by the due date, the Client owes, by operation of law and without notice of default, late-payment interest of 10% per annum, together with the fixed compensation of EUR 40 for recovery costs provided for by the Belgian Act of 2 August 2002, without prejudice to the right to claim reasonable additional recovery costs actually incurred.

5.4 Any complaint regarding an invoice must be communicated in writing within 30 days of receipt; failing this, the invoice is deemed accepted. A complaint does not suspend the payment obligation.

5.5 The fees for the S-Link connector and the B2Brouter subscription are due from the date of activation, regardless of whether the Client actually uses the Services. The Client acknowledges that non-use of the Services does not give rise to any reduction or refund of the agreed fixed fees.

## Article 6 — Liability and insurance

6.1 The Service Provider undertakes to deliver the Services with the care and expertise that may reasonably be expected of a specialist in the integration of Peppol and B2Brouter connectors, within the framework of a best-efforts obligation and not a results obligation, given the inherent technical complexity of integrating IT systems.

6.2 The total liability of the Service Provider under this Agreement and any Purchase Order, regardless of cause, is limited to the total amount invoiced to the Client for the relevant Purchase Order(s) during the twelve months preceding the event giving rise to the damage.

6.3 This limitation does not apply in cases of intent, gross negligence, or infringement by the Service Provider of third-party intellectual property rights.

6.4 Save in the case of intent or gross negligence on the part of the Service Provider, the Service Provider is not liable for indirect or consequential loss — loss of profit, loss of clients, data loss or business interruption — nor for damage arising from the operation, failures or unavailability of the Platform or the Peppol network, in accordance with Article 12.

6.5 The Service Provider holds professional indemnity insurance and shall provide a copy on reasonable request by the Client.

6.6 The Service Provider's liability arises only after the Client has issued a written notice of default granting a reasonable remedy period of at least 30 calendar days. The notice must describe the breach as completely and in as much detail as possible, so that the Service Provider can respond adequately.

## Article 7 — Performance and obligations of the parties

7.1 The Service Provider shall deploy the necessary means, time and expertise for the proper performance of the Services.

7.2 The Client shall provide in good time all information, data, access and cooperation reasonably necessary for performance of the Services, including access to its ERP environment and its B2Brouter account.

7.3 Timelines stated in a quotation or Purchase Order are indicative unless expressly stated otherwise, and may be extended where the Client is late in providing the necessary elements, or in the event of payment arrears.

## Article 8 — Non-solicitation

8.1 During the term of this Agreement and for twelve months following its termination, each party undertakes not to, without prior written consent, directly or indirectly recruit, employ, have work for its own account or that of a third party, or enter into a partnership with, any staff member or consultant of the other party who was involved in performance of this Agreement.

8.2 Breach of this prohibition gives rise to a fixed fee equal to one year's gross remuneration of the person concerned.

## Article 9 — Confidentiality

9.1 Each party undertakes, during the term of this Agreement and without time limit after its termination, to keep confidential all commercial, technical, financial or organisational information of the other party or its clients of which it becomes aware in the course of performing this Agreement, regardless of the form in which that information was communicated.

9.2 This obligation does not apply to information that was already public, that the receiving party already knew without a confidentiality obligation, or whose disclosure is required by law or ordered by a competent authority.

9.3 On completion of its assignment, the Service Provider shall, on request, return all confidential documents and data received and retain no copy, subject to data that must be retained for legal obligations (accounting, fiscal) or to ensure contractual support.

9.4 Each party may state in its quotations, brochures and presentations to third parties that this Agreement was concluded and the general nature of the work performed, without disclosing confidential information.

## Article 10 — Intellectual property

10.1 S-Link connector and B2Brouter platform. The S-Link connector, its source code and documentation, and the B2Brouter platform and its constituent elements, remain the exclusive property of their respective developers and right-holders. This Agreement grants the Client only a non-exclusive, non-transferable right to use the S-Link connector and to access the B2Brouter platform, subject to the applicable licence and subscription agreements and to Article 12 below.

10.2 Client data and configurations. The Client retains full ownership of its data, its ERP configuration and the electronic documents exchanged via the S-Link connector and the B2Brouter platform. The Service Provider acquires no rights over these elements and uses them only insofar as necessary for performance of the Services.

10.3 Specific deliverables. Subject to Article 10.1, intellectual property rights in deliverables developed specifically for the Client under a Purchase Order — for example configuration documentation or integration scripts specific to the Client — transfer to the Client on full payment of the amounts due for those deliverables, excluding the generic elements, tools, methodologies and know-how belonging to the Service Provider or to the S-Link developers, which the Service Provider may continue to reuse for other clients.

10.4 The Service Provider warrants that, to the best of its knowledge, delivery of the Services does not infringe any third-party intellectual property rights, and shall indemnify the Client for the direct consequences of any infringement attributable to it, within the limits of Article 6.

## Article 11 — Status of the parties

11.1 The Service Provider performs the Services as an independent service provider. No provision of this Agreement creates an employment relationship, joint venture or agency between the parties, and neither party may bind the other vis-à-vis third parties without prior written consent.

11.2 The Service Provider and its consultants may not use the name, trademarks or logos of the Client without its prior consent, and vice versa.

11.3 Each party complies with its own legal, fiscal and social obligations and indemnifies the other against any claim by an authority arising from non-compliance with those obligations.

## Article 12 — Transmission Platform and Peppol network

12.1 The Client acknowledges that access to and use of the B2Brouter platform is governed by the general contract terms of B2Brouter Global S.L. (available at b2brouter.net), which it accepts separately when creating

its account and subscription. In providing such access, the Service Provider acts as an intermediary and partner of B2Brouter, and not as provider of the platform itself.

12.2 Save in the case of intent or gross negligence on the part of the Service Provider, and without prejudice to Article 6, the Service Provider is not liable for the operation, availability, failures, errors, subscription plan limitations or tariff changes of the Platform or the Peppol network, nor for the content of fiscal reports or documents transmitted through them. The liability of the platform provider in this respect is governed by its own general terms and conditions and is neither extended nor guaranteed by the Service Provider.

12.3 The Client remains solely responsible, vis-à-vis third parties and the tax authorities, for the accuracy, legality and timely issuance of its electronic invoices and other documents transmitted via the platform, in accordance with the obligations incumbent upon it as a user of B2Brouter.

12.4 The choice of B2Brouter subscription plan and transaction threshold is set out in the Purchase Order. Any change of threshold, transaction excess or plan change is invoiced in accordance with B2Brouter's terms and conditions and may give rise to an amendment to the Purchase Order between the parties.

12.5 On termination of the B2Brouter subscription, for whatever reason, the support and maintenance services for the S-Link connector provided under the relevant Purchase Order may be suspended or automatically terminated to the same extent, without compensation.

12.6 Transaction volume and evidentiary value. The Service Provider and B2Brouter are entitled to consult the transaction counter in the B2Brouter platform to verify whether the transaction threshold set out in the Purchase Order has been exceeded. Transaction data recorded by the platform serves as evidence of the volume consumed, subject to proof to the contrary by the Client. Any excess over the threshold is invoiced at the rate agreed in the Purchase Order and may give rise to an amendment of the Purchase Order.

12.7 Data export and reactivation. Until the last day of the B2Brouter subscription, the Client may export its data — invoice history, Peppol message logs and configuration settings — via the B2Brouter platform. Following termination, B2Brouter retains the data for the period provided for in its own terms and conditions, after which it is deleted. The Client is solely responsible for timely export of its data before expiry of that period, and the Service Provider bears no further obligation in this regard. Within that same retention period the Client may request reactivation of the subscription on payment of the applicable reactivation and subscription fees, regaining access to the retained data to the extent it is still available.

12.8 For the avoidance of doubt, while the Service Provider is not liable for the operation, availability or failure of the Platform or the Peppol network themselves, the Service Provider remains liable in accordance with Article 6 for its own intent or gross negligence, including in the configuration, integration and monitoring of the Platform and, in the case of a Procured Platform, in its selection.

12.9 Scope of this Article. Clauses 12.1 to 12.7 apply where the Platform is a Procured Platform. Where the Platform is a Client-Contracted Platform, the Client's access to and use of the Platform, the subscription plan, transaction thresholds, tariffs, data export and retention, and the termination of that subscription are governed exclusively by the Client's own contract with the platform provider, to which the Service Provider is neither a party nor an intermediary.

12.10 Scope of responsibility for a Client-Contracted Platform. Where the Platform is a Client-Contracted Platform, the Service Provider's responsibility is limited to the interface between the Client's Microsoft Dynamics 365 Business Central environment and the Platform, comprising (a) the correct construction of outbound documents from the data in the Client's environment in accordance with the applicable

specification; (b) the transmission of those documents to, and the retrieval of documents and status information from, the Platform; (c) the correct delivery of retrieved documents into the Client's environment; and (d) the integrity of the documents and status information it handles.

The Service Provider is not responsible for the onward transmission, receipt, validity or acceptance of documents by the Platform or by any receiving network or authority, nor for the Platform's availability, performance, pricing or contractual terms. The Service Provider remains liable in accordance with Article 6 for its own intent or gross negligence, including in the configuration and monitoring of the interface.

## Article 13 — Governing law and jurisdiction

13.1 This Agreement, and any Purchase Order entered into under it, is governed by Belgian law.

13.2 For anything not expressly regulated by this Agreement, the parties refer to Belgian civil law on contractual obligations. Any dispute concerning the validity, interpretation or performance of this Agreement falls under the exclusive jurisdiction of the courts of Leuven.

13.3 If any provision of this Agreement is declared invalid, unlawful or unenforceable by a competent court, that provision is replaced by a provision that most closely reflects the original intention of the parties, without affecting the validity of the remaining provisions.

## Article 14 — Final provisions

14.1 This Agreement, together with the attached Purchase Order(s), reflects the entire agreement between the parties regarding its subject matter and supersedes any earlier proposal, offer or communication on the same subject matter, unless those documents are explicitly attached to this Agreement.

14.2 Any amendment to this Agreement must be recorded in writing and signed by both parties.

14.3 This Agreement binds the parties, their successors and assigns.