

TERMS AND CONDITIONS
version of February 2025

Article 1. Applicability

This document sets out the terms and conditions (hereinafter referred to as the "Terms and Conditions") applicable to the provision of the Solution, Services, and/or Deliverables by Melimpus to the Customer.

Melimpus reserves the right to amend these Terms and Conditions from time to time. The version of the Terms and Conditions that will apply will be the version that is in effect as of the Contract commencement date between the Parties.

These Terms and Conditions are attached to all offers or quotes made by Melimpus. They are also published on Melimpus' website: <https://melimpus.com/swfiles/files/240626---Melimpus-Terms-and-Conditions.pdf>. They can be printed and/or downloaded by clicking on the link in question. Melimpus provides a solution comprising the provision of Software, and Services for the Customer (hereinafter referred to as the "Solution"), as well as services such as trainings and workshops (hereinafter referred to as the "Deliverables").

The Solution, as well as the Deliverables offered by Melimpus are exclusively intended for companies within the meaning of Article I.1, 1° of the Code of Economic Law. Provision of the Solution and/or Deliverables to consumers for private purposes is excluded.

The Solution and/or Deliverables offer or quote made by Melimpus is for informational purposes only, unless otherwise specified. Offers are always non-binding and constitute a mere invitation to order the solution listed on the Melimpus' website. Offers are valid until stock is depleted. Furthermore, offers are valid for a period of thirty (30) calendar days from their date of issuance. Each Order binds the Customer. The Order binds Melimpus upon receipt of a confirmation sent by email, leading to the conclusion of a contract between the Parties (hereinafter, the "Contract").

Maintenance, upkeep and other warranties relating to the Equipment are excluded from the scope of these Terms and Conditions, unless otherwise stated in the offer. These are provided by the manufacturers of the Equipment. Please refer to the general terms and conditions and user licence of these manufacturers.

Article 2. Definitions

Terms with a capital letter have the following meaning :

Customer	means the entity using or acquiring the Deliverables and/or the Solution with the intent to use the Solution for the agreed Period and as further detailed under the Order Form under Annex 1. Customer(s) may not be individuals.
Confidential Information	means all information of a confidential nature of a Party disclosed by whatever means, directly or indirectly, intentionally or unintentionally, whether before or after this Contract becomes effective, including any trade secrets, information relating to the Intellectual Property Rights, system(s), know-how, products or services, data, processes, plans, product or Solution's information, Documentation, market opportunities or business affairs of the person/entity making the disclosure.
Documentation	means Melimpus' and manufacturer instructions (if any) and similar documentation, for the Solution in effect on the date that the Solution is delivered by Melimpus for the Period.

Deliverables	means the trainings and workshops provided by Melimpus or any other deliverable as defined in an Order.
Excluded Use	means the restrictions on the use of the Solution and Intellectual Property Rights of Melimpus as detailed under Article 7.
Equipment	means the instruments, accessories, or peripherals provided by Melimpus and further mentioned in the Offer.
Intellectual Property Right(s)	means all trademarks, software (source codes), copyright, copyrighted programs, patents and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights or any rights or property similar to the foregoing in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property, as well as every trade-secrets, all know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, plans, proposals, technical data, and plans and copies and tangible embodiments thereof (in whatever form or medium).
Melimpus	means the provider of the Solution and supplier of the Services, a Belgian Company located at 1200 Woluwe-Saint-Lambert, Avenue des Ombrages 25, and registered with the Crossroads Bank for Enterprises under the number 0763.546.782, VAT BE0763546782 (email : info@melimpus.be).
Order	means the Order Form as completed by the Parties and accepted in writing by Melimpus.
Parties	Means the Customer and Melimpus (each individually, a "Party").
Participant	means the individual who engages in a session organized by a Customer following the signature of the Contract.
Personal Data	means any information relating to an identified or identifiable natural person ("data subject") which is processed by or on behalf of one of the Parties for the Agreement.
Platform	means the secure platform created and designed by Melimpus which displays the details of the data collected by the Solution in relation with the Customer and/or its authorized users/participants.
Service(s)	means all services offered in relation to the Solution, including, but not limited to access to the Software, the Platform, and any other accessory services and including the maintenance and assistance when applicable as detailed to under the Order or any other service provided

Field Code Changed

	by Melimpus and as defined in the Order.
Software	means the entire set of programs, procedures, protocols, sessions scenarios, source code and routines associated with the operation of the software and the Platform, which has been designed by Melimpus and/or its partners and that remains the intellectual property of Melimpus (or its partners/licensors).
Solution	means the Software, Platform, and Services offered by Melimpus to enable the Customer to utilize virtual reality on participants for simulations and trainings specifically designed for work reintegration and coaching purposes. Access to the Platform empowers the Customer to manage their cases, collect experience data, and track the number of practitioners and participants.
Supplier	means the external supplier of the Equipment or Software.
Practitioner	means the individual working for the Customer who creates a profile on the Platform and utilizes the Solution on Participant(s).

Article 3. Price

- 3.1. The Price for the Solution, Services, and Deliverables may consist of a fixed fee, a recurring fee, or a time-and-material-based fee, depending on the specific Order and the nature of the services or deliverables provided. All fees are deemed to be in EURO, unless expressly stated otherwise in writing by Melimpus. All fees indicated in the Order are – to the extent permitted by law – exclusive of taxes (including value-added tax, sales tax, tax on Equipment and Services, etc.), levies, or duties imposed by tax authorities (“**Taxes**”). The Customer is responsible for the payment of all Taxes applicable to the Order and, if any, to deliveries.
- 3.2. When part of the Order, the Price for the license on the Solution shall consist of two components:
 - Yearly Subscription Fee: The Customer shall pay a fixed amount as a yearly subscription fee for the license, as detailed in the accepted Order. This fee grants the Customer access to the Solution for a duration of 12 months.
 - Per Participant(s) Fee: In addition to the yearly subscription fee, the Customer shall pay a specific fee per Participant. This fee is calculated based on the number of Participant who will utilize the Solution during the license period. The total Price for the license shall be the sum of the Yearly Subscription Fee and the Per Participant Fee.
- 3.3. Melimpus reserves the right to adjust the charges for the Solution and Software license at the commencement of each renewal term by providing at least 30 days’ written notice. If, during the contract term, the number of practitioners or participants exceeds the agreed limit, Melimpus shall charge the additional “Per Participant fee”.
- 3.4. An exceptional increase in the prices of supplies (including but not limited to software licenses) or in the prices that subcontractors charge to Melimpus entitles Melimpus to revise its own prices.
- 3.5. If the Customer wants to lease some Equipment, this should be clearly mentioned in the Order. The installation fees for the Solution or delivery of the rented Equipment by Melimpus are not included in the Price unless expressly stated otherwise on the Order. All incidental expenses necessary for the commissioning or use of the Equipment are the responsibility of the Customer. These include, among others, without limitation, transportation, delivery, lifting, installation, connection, maintenance, and removal costs.
- 3.6. The shipping and delivery dates communicated by Melimpus are always considered as estimates for the purposes of the Contract.

- 3.7. Melimpus has the right to unilaterally modify recurring Prices or future renting fees. If the Customer does not wish to agree to an adjustment announced, the Customer shall be entitled to terminate the agreement in writing by the effective date of the price or rate adjustment, within 20 days following the announcement as referred to in these paragraphs, provided this price or rate adjustment implies an increase of more than 15%. In case of absence of price adjustment, the price, costs and rates shall at least be indexed in January of each year following the formula below on the basis of the Agoria index (“**Agoria Digital**”) in accordance with the applicable law following the next formula:

$$P = P0 * (0,2 + 0,8 * s/s0)$$

P = revised amount P0 = original amount

s = the index for the national reference wage costs as published by Agoria for the month of January prior to the anniversary of the entry into force of the Contract

s0 = the index for the national reference wage costs as published by Agoria for the month of January prior to the entry into force of the Contract

- 3.8. Melimpus reserves the right to require the Customer to pay a deposit. In the event of Order cancellation by the Customer after confirmation by Melimpus, for any reason whatsoever, the deposit will automatically be forfeited to Melimpus and will not be subject to any refund. If no deposit has been collected and the Customer cancels its Order after confirmation by Melimpus, the Customer will be liable for an amount equivalent to twenty percent (20%) of the total amount mentioned in the Order the Customer, without prejudice for Melimpus to claim a higher amount corresponding to the actual damage suffered (for instance when Melimpus has already paid licences fees to a partner for the Customer subscription).
- 3.9. Payment is due no later than thirty (30) calendar days from the date of issuance of the invoice related to the ordered Solution, unless otherwise specified in writing.
- 3.10. All payments must be made by bank transfer to the account number referenced on the invoice sent by email to the address specified by the Customer. It is also possible to make payment of the Price through direct debit, with the Customer’s express acceptance mentioned in the purchase order.
- 3.11. Amounts unpaid within this period will be subject to late payment interest equal to the higher of the following rates: one percent (1%) per month or the rate specified by the law of August 2, 2002, concerning combating late payment in commercial transactions. These interests will accumulate monthly, within the limits set by the law.
- 3.12. Furthermore, the Customer shall be liable to Melimpus for a lump-sum indemnity of ten percent (10%) of the unpaid amounts, provided that Melimpus shall have first given the Customer at least seven (7) days prior written notice of its intention to charge interest and the compensation and such amounts remain outstanding at the end of such seven (7) day period.
- 3.13. Finally, in case of total or partial non-payment, the entire amounts due to Melimpus become immediately payable without prior notice.
- 3.14. Moreover, Melimpus, without waiving any other rights or remedies and without incurring any liability to the Customer, may suspend or terminate all or part of the Services until full payment of all outstanding amounts,.

Article 4. Delivery

- 4.1. The Software may come preinstalled on the Equipment or be ready for installation by the Customer on their own device. Melimpus delivers the Software by granting the Customer online access to it or by making it available for download. In the case of leased Equipment, it will be delivered already configured.
- 4.2. The Software is necessary for the Equipment to perform the functions described in the Documentation if any.
- 4.3. The Equipment is operated and controlled through the Software, specifically giving the Customer and authorized users access to the virtual reality sessions developed by Melimpus. The Platform when installed gives an overview

of the data related to the conducted sessions via the Solution.

- 4.4. The Customer may first need to provide Melimpus with certain identifying information about the Customer's system administrator and the Customer may be required to confirm availability or installation of the Software on its own devices.
- 4.5. The use of the delivered Solution constitutes an irrevocable acceptance of the said Solution by the Customer.

Article 5. Lease of Equipment

5.1. Property of the leased Equipment

Melimpus or its successors in title are the owners or have the right to dispose of the Equipment. No provision of the Contract shall be construed as transferring to the Customer or any other party the ownership right or any other right of Melimpus, or its successors in title, over the Equipment, except for the rights inherent in the quality of customer.

Any assignment of the Equipment by the Customer, for consideration or for free, and any encumbrance of the Equipment are prohibited. Subleasing and any assignment of the rights resulting for the customer from the Contract are subject to the prior written authorization of Melimpus.

In case of an attempt to seize the Equipment, the Customer must immediately notify Melimpus, raise all objections, and take all measures to assert the rights, notably the ownership, of Melimpus. If the seizure has taken place, the Customer must promptly, at its own expense, obtain its release.

In case of assignment or pledging of its business, the Customer must take all necessary measures and act diligently to ensure that the Equipment is not included in the assignment or pledge, and to ensure that Melimpus' ownership right over the Equipment is brought to the attention of the assignee or the secured creditor in due time.

When the Customer is not the owner of the building in which the Equipment is located or when it has ceased to be the owner during the lease term, it undertakes to inform Melimpus in advance of the names, first names, and address of the lessor of the premises so that the latter may be informed that the Equipment is leased and therefore cannot be subject to the privilege provided for in Article 20.1 of the Law of December 16, 1851. Melimpus may, at any time, affix on an essential and visible part of the Equipment plates or other non-removable identification systems indicating that said Equipment is the property of Melimpus or its successors in title. The Customer shall ensure that these plates or means of identification are not hidden, altered, or removed. The Contract shall not be construed as transferring any ownership right or any other right to the Customer over any licensed products. It is the responsibility of the Customer to obtain any license before using the licensed products. The Customer undertakes to treat the licensed products as confidential information of the owner, to observe copyright restrictions, and not to reproduce or sell the licensed products.

5.2. Maintenance and repairs

The Customer undertakes, at their own expense and for the entire duration of the lease, to maintain the Equipment in good working order and to comply with all instructions and directives communicated by the Supplier regarding its use. In particular, without limiting their general obligation above, the Customer must enter into a maintenance contract with the manufacturer, or a maintenance company approved by Melimpus, for the entire duration of the lease for risks not covered by the manufacturer's warranty and at the end of this warranty for the remaining lease term for all risks. At Melimpus' request, the Customer will provide a copy of the warranty terms and the maintenance contract to Melimpus.

Melimpus, in its quality as intermediary, not being the manufacturer and not providing maintenance and upkeep, cannot be held responsible for deterioration, malfunction, or damage caused by the Equipment. By express derogation from the provisions of Article 1724 of the Civil Code, the Customer waives any indemnity and right to termination vis-à-vis Melimpus, except for the benefit of the Supplier's warranty, even in cases where the Equipment is out of use for any reason and duration whatsoever. The cessation of Equipment use or delay in its commissioning, regardless of the cause, cannot result in the suspension or termination of the Contract vis-à-vis Melimpus, nor

justify a reduction in rent or payment of compensation. The Customer is deemed to be aware of the manufacturer and safety instructions related to the use of the hardware. The hardware is used at the Customer's own risk. The Customer shall operate it in a clean and functional condition and in accordance with the manufacturer's instruction.

5.3. Lease warranty and liability

The Customer is subrogated in all Melimpus' rights for any actions against the Supplier, the manufacturer, or the designer resulting from the sales contract or the legal warranty against hidden defects. If necessary, the Customer is required, at their own expense, to take any action relating to the Equipment against the Supplier, the manufacturer, or the designer and must immediately inform Melimpus thereof. If notwithstanding the foregoing provisions, the Contract is declared null and void, terminated, or rescinded as a result of or in connection with the cancellation, termination, or rescission of the Equipment sales contract or license agreement, particularly due to a Supplier's breach of its obligations, the Customer shall be jointly and irrevocably liable with the Supplier to Melimpus or its assignee, for the reimbursement of all sums paid by Melimpus to the Supplier for the acquisition of the Equipment and the performance of obligations for which the Supplier, its assigns, or successors would or may become indebted to Melimpus.

From the delivery of the Equipment until its return to Melimpus, the Customer, as the custodian and user of the Equipment, is liable to Melimpus and/or any third parties for any damages caused to their person or property by the Equipment, even if the damage is due to a construction defect or assembly fault. The Customer undertakes to indemnify and hold harmless Melimpus or its assigns against all expenses, actions, damages, and liabilities resulting from the choice, possession, use, maintenance, or control of the Equipment by the Customer. From the delivery of the Equipment until its return to Melimpus, the Customer is and remains responsible for all risks of theft, deterioration, and/or partial or total destruction of the Equipment, regardless of the cause of the damage, even if it is a fortuitous event or force majeure.

In all cases of claims, the Customer undertakes to inform Melimpus as soon as possible and no later than two weeks from the occurrence of the claim by registered letter with acknowledgment of receipt, and to keep Melimpus informed of the actions taken by their insurer regarding the claim until its full settlement.

In the event of total or partial loss, the Customer undertakes to compensate Melimpus for the damage suffered due to the deterioration, theft, loss of the Equipment, and, if applicable, the consequent termination of the lease. To this end, the Customer must, at their own expense, repair the Equipment if it can be repaired or, by derogation from Article 1722 of the Civil Code, acquire at their own exclusive expense but on behalf and for the account of Melimpus, new Equipment of the same type as the damaged one or, if it is no longer manufactured, new equipment with equivalent performance. If the lease were to be terminated following the total loss, the lease of the new Equipment will be the subject of a new lease agreement concluded now and irrevocably under the same conditions as those of the terminated lease. The new lease will take effect on the date of termination of the previous Contract for a duration equal to the remaining term of the terminated Contract.

Article 6. Deliverables

- 6.1 Melimpus shall retain any and all rights, titles and interests in the Intellectual Property Rights on the Deliverables.

Nothing under these Terms and Conditions shall be interpreted as a transfer of the Intellectual Property Rights or ownership on the Intellectual Property Rights on the Deliverables of Melimpus.

- 6.2 In the event that the Deliverables are provided on the Customer's premises, the Customer undertakes to:

- make the premises and the necessary equipment available (unless otherwise agreed) so that the

Deliverables can be provided under optimum conditions, particularly in view of the number of participants and the type of Deliverables provided; and

- comply with all applicable health, safety and hygiene standards.

Under no circumstances may Melimpus be held liable for any damage resulting from the Customer's failure to comply with the aforementioned commitments.

~~6.3.6-3~~ Once confirmed in writing, the dates for scheduled events, workshops, seminars, or training sessions shall be deemed fixed and non-cancellable. The Customer may request a postponement or modification of the scheduled date(s) by providing a written notice to Melimpus at least 40 days in advance. Any such request shall be subject to the sole discretion and prior written approval of Melimpus. In the event of a cancellation by the Customer, the full contracted fee shall remain due and payable, unless otherwise expressly agreed in writing by Melimpus. Any prepayments made for the cancelled event shall be non-refundable, except where otherwise stipulated in the Order or a separate written agreement between the Parties.

Article 7. Right to use the Solution

- 7.1. All elements of the Solution, both present and future, including but not limited to the systems and software used, source code and object code, clouds, infrastructures, databases, and contents of any kind (such as texts, images, visuals, photographs, sounds, logos, trademarks), the name, trade names, and domain names, as well as elements appearing in the order placement process or the composition and technical specifications of the Equipment and Software, are protected by Intellectual Property Rights. The Customer acknowledges that all applicable Intellectual Property Rights are and remain the property of Melimpus or its licensors, including any elements of the Services and all modifications and improvements implemented or developed within the scope of the Contract.
- 7.2. The Customer is granted a limited, personal, non-exclusive, non-transferrable, revocable right to use the Solution, Platform and the Documentation for the Period in accordance with these Terms and Conditions or upon written instruction given by Melimpus from time to time or as further specified in the Documentation, provided it is not in breach with one of its obligations.
- 7.3. The Customer may use the Software only for its internal use. The Order details the name and number of Authorized Practitioners, the number of sessions and/or Participants profiles allowed, locations and other permissions and restrictions. Software licenses do not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality), unless provided otherwise between the Parties. The Customer is therefore granted a non-exclusive, non-transferable, non-sublicensable, revocable license to use Melimpus' Software, Platform and Equipment for the duration of the Period for an internal use. The license will automatically terminate after the Period or upon Customer's failure to comply with these Terms and Conditions.

Article 8. Restrictions on the use of the Solution and Intellectual Property Rights

- 8.1. **Unauthorised Uses of the Solution.** Unless expressly permitted elsewhere in the Contract, the Customer may use the Solution for its internal use only and may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate Melimpus Intellectual Property Rights in whole or in part, or as a component of any other product, service or material; (ii) use Melimpus IP to create any derivative works or any products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Melimpus or its third party providers; (iii) perform penetration testing; (iv) disable or bypass any functionality or restrictions within the Solution or (v) allow any third parties or unauthorized users to access, use or benefit from Melimpus IP in any way whatsoever. In each case, exercising legal rights that cannot be limited by agreement is not precluded.

- 8.2. **Unauthorised Transfer of the Solution** Neither the Solution neither the licenses to the Software are transferable. Customer agrees to not sell, rent, lease, loan, transfer or assign or otherwise dispose of any Equipment or component thereof containing Software or protocols to any third party. Customer agrees in addition to prevent any use of the Solution by a third party and more particularly by a potential competitor to Melimpus.

- 8.3. **License Restrictions and Excluded Uses.** Customer acknowledges that certain Software may be subject to additional terms and conditions. Customer may not use, copy, modify, create derivative works of, reverse engineer, decompile, disassemble, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software, nor permit any other party to do any of the foregoing on the Hardware or on the Solution. Customer may not remove from the Software or from the Solution, or alter, any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Solution. Customer may not (and may not attempt to) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any protection mechanisms in the Software, including without limitation any such mechanism used to restrict or control the functionality of the Software or the Solution.

- 8.4. The Parties acknowledge that nothing shall affect ownership of any Intellectual Property Right in the Solution and Intellectual Property Rights on the Solution shall remain vested in Melimpus. The use of the Solution may never result in the Customer developing a similar or (potentially) competitive software, tool or device to the Solution. Customer shall take no action that, in any way, would infringe Intellectual Property Rights in the copyrighted programs, Solution, Software, cloud-based Environment, Platform or data of Melimpus, or that would infringe Intellectual Property Rights.

- 8.5. The Customer retains ownership of its pre-existing content, data and materials that he provides to us, or uses with the Solution ("**Content**"). The Customer hereby grants Melimpus a license to use its Content as required by Melimpus to provide the Customer with the Solution (including right to sublicense the same to Melimpus' subcontractors, as required) and/or to improve the Solution. The Customer must (i) ensure his Content does not infringe third party rights or any applicable laws; and (ii) notify Melimpus in advance before transmitting to Melimpus, and clearly mark, any of the Customer's Content that contains restricted data, including the jurisdiction and classification under applicable export control laws.

- 8.6. **Discontinue use and restrictions on use :** Immediately discontinue using the headset if any of the following symptoms are experienced : seizures; loss of awareness; eye strain; eye or muscle twitching; involuntary movements; altered, blurred or double vision or other visual abnormalities; dizziness; disorientation; impaired balance; impaired hand-eye coordination; excessive sweating; increased salivation; nausea; light-headedness; discomfort or pain in the head or eyes; drowsiness; fatigue; or any symptoms similar to motion sickness.

Article 9. Software updates

- 9.1. Regular updates and bug fixes will be provided as necessary to ensure optimal performance. Major updates will be communicated and scheduled in advance.
- 9.2. Melimpus may in addition temporarily interrupt or suspend the supply of the Equipment, Platform, Software or Service in order to:
 - resolve technical problems or make minor technical adjustments and modifications to the Melimpus network and/or Solution and Service(s);
 - apply updates and/or upgrades to the system and in particular to the Software;
 - apply updates and/or upgrades to the Solution or Services to reflect changes in applicable laws and regulatory requirements;
 - make changes to the Solution, Software or Services.

Article 10. Warranty

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- 10.1. Melimpus warrants that it provides the Solution and the Deliverables using commercially reasonable skill and care. Although the Solution has been developed to deliver tangible results, it is provided without any guarantee of specific outcomes and 'as is', without specific warranties.
- 10.2. Melimpus does not warrant uninterrupted or error-free operation or delivery of the Solution. To the fullest extent permitted under applicable laws, the product-specific warranties that may be included in the Customer's order are the exclusive warranties from Melimpus and Melimpus disclaims all other warranties, representations and undertakings, express or implied, including of performance, merchantability, fitness for a particular purpose, accuracy, completeness and currentness.
- 10.3. If Melimpus cannot rectify any valid software warranty claim within a reasonable period, the Customer may cancel its subscription by written notice to Melimpus as sole remedy.
- 10.4. Melimpus expressly excludes any warranty of compatibility between its Software and the Customer's device when the Customer does not purchase the device or equipment through Melimpus. The Customer may always inquire with Melimpus to verify the said compatibility before making an order.
- 10.5. Melimpus is not providing any advice (legal, financial or otherwise) by allowing the Customer to access and use the Solution. The Customer is fully responsible for its use of the Solution.
- 10.6. Melimpus does not accept any responsibility for, and will not be liable for claims arising from, third party technology or any third party materials.

Article 11. Force majeure

- 11.1. Neither Party shall be liable to the other for failure to perform or delay in the performance of obligations if an event is caused by force majeure, which means any circumstance (i) beyond the reasonable control of the Party affected, (ii) which such Party could not reasonably have provided against before entering into the contractual relationship, (iii) which, having arisen, such Party could not reasonably have avoided or overcome, and (iv) which is not substantially attributable to the other Party ("**Force Majeure**") including but not limited to:
- war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
 - ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
 - act of God, fire, flood, storm or other extreme weather event, earthquake or earth tremor;
 - rebellion, revolution, insurrection, military or usurped power and civil war;
 - riot, commotion, disorder, sabotage or criminal or malicious damage except where solely restricted to employees of the subcontractor.
- 11.2. Either Party shall notify the other Party of the existence and date of beginning of an event of Force Majeure that is likely to impede its performance under the Agreement within five (5) calendar days after having obtained knowledge of any such event. The non-impeded Party shall also have its obligations suspended for the same duration during the event of Force Majeure after receiving the notification from the Party impeded in part or fully from the Force Majeure event. Either Party shall likewise advise the other Party of the date when such event ended and shall also specify the re-determined time by which the performance of its obligations hereunder is to be completed.
- 11.3. Neither Party shall be liable for damages nor have the right to terminate the Agreement for any delay or important reason in performing hereunder if such delay or important reason is caused by Force Majeure; provided, however, that the non-impeded Party shall be entitled to terminate such part of the Agreement that remains unfulfilled, if the condition of Force Majeure is to last more than 30 calendar days.
- 11.4.

In the event of an event which (i) was not reasonably foreseeable, (ii) occurs after the conclusion of the Contract, (iii) is not attributable to the negligence of either Party, and (iv) substantially alters the contractual balance established by the Parties, the Parties shall negotiate in good faith and within a reasonable period of time to reach an equitable sharing of the costs generated by this event. These negotiations may include, but are not limited to: (i) the revision of prices to compensate for the additional costs or losses incurred; (ii) the establishment of an additional period for the performance of the obligations affected; (iii) the modification of the quantities or services agreed in the Contract; (iv) the joint search for alternative solutions, such as the use of other suppliers or partners. In the absence of agreement within 30 business days, either Party may terminate the contractual relationship between them without compensation or indemnity of any kind.

Article 12. Term and Termination

- 12.1. The duration of the Contract between the Parties is the Period as mentioned in the Order.
- 12.2. In the absence of specific duration mentioned in the Order, the initial term of this Contract shall be 12 months. Unless terminated at least 3 months prior to its anniversary, the Contract will automatically renew for successive 12-month periods. This renewal provision shall continue unless either Party provides written notice of termination at least 3 months before the end of any renewed term.
- 12.3. Either Party shall at any time be entitled forthwith to terminate the contractual relationship between them by delivery of notice of termination to the other Party on the occurrence of any of the following events:
- in the event that the Customer fails to fulfil its obligations under the Contract and did not take corrective action within the applicable period mentioned by Melimpus following a material breach to the Contract by the Customer;
 - in the event of Force Majeure as described below lasts more than 30 calendar days.
 - in the event of unlawful or unauthorised use of any of the Solution or service(s) by the Customer (including its agents or representatives) including, but not limited to, hacking, copying, modification or interference of the Software and Platform;
 - in the event of the repeated failure of the Customer to comply with Melimpus' instructions in relation to ensuring that the version of the Software used is the most up to date version;
 - in the event of any negligence or repeated material breach to the Contract by the Customer;
 - In case of reduction of warranties and securities, in case of amicable liquidation, amicable or forced transfer of its business by the Customer, transfer of its assets by succession, in case of judicial reorganization, bankruptcy or liquidation, according to the modalities provided by Book XX of the Economic Law Code.
- 12.4. In case of termination, the Customer must stop using any element of the Solution or Documentation or any other Intellectual Property Right from Melimpus. As defined under Article 6 or any further license agreement, the license for use of the Software and Solution shall also automatically end in case of termination of the Contract.
- 12.5. If, after the signing of the Contract or Order, the Customer terminates it before the rental start date, the Customer shall owe Melimpus a cancellation indemnity to compensate for the commitment of Melimpus to make the Equipment available, equivalent to nine months of the monthly price specified in the Order. This indemnity shall be increased by the applicable taxes. Furthermore, the Customer shall reimburse Melimpus for all amounts already paid to the Supplier for the purchase of the Equipment and Software, increased by interest calculated at a rate of 1.5% per month, and shall bear the payment of any amounts not yet paid due by Melimpus to the Supplier for the purchase of the Equipment. The cancellation shall only be recognized as effective upon settlement of the amounts due.

Article 13. Confidentiality

- 13.1. The Parties undertake to treat as confidential any Confidential Information (as defined in article 2). In particular, the Parties shall:

- use the utmost care and discretion to avoid disclosure, publication, or dissemination of Confidential Information;
- use Confidential Information only for the purpose for which it was disclosed under this Contract;
- observe a general obligation of discretion regarding the information received ;
- keep secret and preserve the confidentiality of all Confidential Information disclosed to it;
- ensure that access to Confidential Information is limited to directors, officers, employees and professional advisors who reasonably need to know the Confidential Information to carry out work for and who sign a separate, individual declaration of confidentiality by which they acknowledge being bound by written obligation at least similar to the obligations of this Contract before they can be given access to this Confidential Information.

13.2. This confidentiality clause shall not apply to any information which:

- is or becomes generally available to the public other than as a result of a breach of this Article;
- is acquired from a third party without breach to a confidentiality clause;
- is already known by the other Party at the time of its receipt, as evidenced by its written records; or
- a Party is required by any applicable legislation in force during the term of this Contract (including but not limited to legislation, enactments, regulations, regulatory policies, guidelines, industry codes, regulatory permits and licenses) to disclose.

13.3. The confidentiality obligations provided for in this section shall apply for as long as the Confidential Information is considered as such under these Terms and Conditions and, in any event, not less than five (5) years from the date of disclosure of the Confidential Information.

Article 14. Data Protection

14.1. The Parties shall comply with all data protection and privacy laws applicable to it and shall not, by any act or omission, put the other Party in breach of any data protection and privacy laws in connection with their Contract.

14.2. Where the Parties process Personal Data as data controller and as data processor under the Contract they shall in particular:

- take appropriate technical and organizational measures against the unauthorized or unlawful processing of the Personal Data and against actual loss or destruction of, or damage to, the Personal Data and be responsible for safeguard of Personal Data. Such measures shall provide a level of security which could be considered as appropriate considering the technical standards and the kind of Personal Data processed;
- process the Personal Data only in accordance with and for the performance of the Contract;
- refrain from disclosing the Personal Data such as specified in the applicable law to any third party except when disclosure is made in accordance with the instructions of the data controller or as otherwise required by law or any relevant regulatory body;
- notify the other Party of any request or notice from a data subject exercising his rights under data protection legislation and comply with the other Party's instructions with respect to the request or notice;
- maintain appropriate record of all categories of processing of Personal Data carried out in the performance of the Contract;
- notify immediately to the other Party any breach of security or non-compliance with the Contract which might affect the confidentiality or integrity of Personal Data processed under the performance of this Contract, and share with the other Party any useful information regarding the origin, scope and consequences of the problem, so that the other Party,

as a data controller, will be in a position to comply with its legal obligations to inform the competent authorities and data subjects. In such a case, the Party acting as data processor shall also provide any useful assistance to the other Party regarding the implementation of any measures which might be ordered by the competent authorities to fix the issue or mitigate the risks.

14.3. If Melimpus is hiring a subcontractor to perform tasks in relation with the processing of Personal Data, Melimpus shall:

- ensure that all relevant legal requirements regarding data protection are met;
- comply with all information, publicity and data subject agreement requirements;
- impose to the subcontractor, within the subcontracting agreement, standard data processor provisions which will impose obligations similar as those set forth in present Article.

Please consult our Privacy Policy at following link : <https://www.melimpus.com/privacy-policy/>

For any Data Protection related enquiry, please contact : info@melimpus.com

Article 15. Obligations of the Customer

15.1. In addition to the payment of the Price, the Customer undertakes to use the Solution responsibly with the agreement of their patients/clients/participants and to have them sign the participation form provided by Melimpus.

15.2. The Customer is obligated to attend the scheduled training sessions provided to understand the Solution and/or Equipment leased. The Customer's personnel using the Equipment or Solution are under the direct authority of the Customer, regardless of the presence and involvement of Melimpus staff or representatives on a given assignment. It is the Customer's responsibility to ensure that its personnel is properly informed of the safety instructions. This obligation includes implementing hygiene precautions relating to the use of the headsets and controllers. It is also the Customer's responsibility to set up a safe and secure area where the Equipment or Solution can be used. The Customer, and its insurer, hereby waives any claim against Melimpus related to any injury resulting from the use of the Equipment or Solution by a member of its personnel. The Customer also undertakes to inform the participants/practitioners about the potential risks associated with the use of virtual reality. While VR may offer therapeutic benefits, it is important to note that some individuals may experience side effects such as nausea, headaches, or dizziness during or after a session. These symptoms can vary from person to person and may be temporary. Additionally, prolonged use of virtual reality may potentially lead to visual and mental fatigue. It is recommended to take regular breaks and space out sessions to minimize these effects. Additionally, if necessary or specified, they are required to configure the virtual reality ("VR") system and the Software. Furthermore, it is mandatory to consider the psychological state of the participant before initiating a session and to assess whether the session may have beneficial effects. In case of doubt regarding the participant's psychological readiness, sessions should not commence, and immediate contact should be made with Melimpus at the following address : info@melimpus.com.

15.3. The Customer is responsible for informing participants about the potential risks associated with using VR. The main risks include: Motion sickness which can be exacerbated by prolonged use of VR; eye strain and discomfort due to extended periods of VR use; Disorientation or dizziness, which may persist after using the VR device; potential exacerbation of existing mental health conditions, such as anxiety or panic disorder. Furthermore, exposure to virtual reality is contraindicated for individuals with the following conditions : Eye diseases, Brain injury or recent concussion with loss of consciousness, Epilepsy, Severe migraines,

Heart disease, Vestibular problems, Balance disorders, Severe motion sickness. In addition, Melimpus' training is based on the theories of exposure training or cognitive behaviour training. In general this type of training is not effective with people suffering from severe depression, very low self-esteem, low user availability or motivation.

Article 16. Liability

- 16.1. Melimpus cannot be held liable in the case of Force Majeure as described above.
- 16.2. No provision of this Contract excludes or limits the liability of the Parties that cannot be validly excluded under applicable laws (such as wilful misconduct, when bodily injury results directly from acts or omissions of Melimpus, etc.).
- 16.3. Melimpus can only be held liable for direct damages resulting from its gross negligence.
- 16.4. Melimpus cannot be held liable for damages if the damage was caused directly or indirectly by the improper use, neglect or misuse of the Solution. In this regard, Melimpus is not responsible for technical problems relating to the Customer tools or for loss of data due to misconduct or negligence on the part of the Customer or consequences on the participant.
- Subject to article 16.2 and to the maximum extent permitted under applicable law, the contractual and non-contractual liability of Melimpus is always limited to the possible insurance coverage. In addition, Melimpus' liability towards the Customer shall, in no event exceed an aggregate amount of EUR 20,000 per calendar year.

Article 17. Governing law and jurisdiction

Any dispute arising between the Parties and/ or relating to these Terms and Conditions are governed by and interpreted in accordance with Belgian law with the express exclusion of the application of the International Vienna Convention. The French speaking courts of the Brussels shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Contract or use of the Solution.

Article 18. Miscellaneous

- 18.1 Severance. Should any provision of these Terms and Conditions be or become ineffective, or should one of the clauses be invalidated, then such shall be without prejudice to the effectiveness of the remaining provisions. The Parties shall be obligated to replace the ineffective provision with one that most closely meets the ineffective provision's economic purpose.
- 18.2 Survival. Provisions under the Contract whose intention and scope are designed to remain in existence (including, but not limited to, articles 8, 12, 13, 16, 17 and 18.2), shall survive the termination, expiry, fulfilment or cancellation of the Contract.
- 18.3 Waiver. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 18.5 Assignment. None of the rights and obligations arising from the Contract may be assigned by Customer to a third party. Melimpus reserves the right to assign any right or obligation under the Contract to any third party.
- 18.6 Entire Agreement. The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.7 Notices. Any and all notices and other communications in connection with the Contract shall be in writing and sent by registered mail or e-mail to the respective address shown in the quote and/or the Order.