

GENERAL TERMS AND CONDITIONS OF SALE

[Last update : July 2024]

The website <http://www.dokeos.com> (hereinafter, the “**Website**”) and the **DOKEOS LMS** (*Learning Management System*) portal (hereinafter, the “**Platform**”) are an initiative of **DOKEOS**, a limited liability company with headquarters at Rue Provinciale 264, 1301 Wavre, Belgium, registered with the Belgian Crossroads Bank for Enterprises (BCE) under the number 0862.938.031, the Belgian Federal Public Finance Service (VAT) under the number BE0862.938.031, and the Walloon Brabant Register of Legal Entities; email address: info@dokeos.com (hereinafter, “**DOKEOS**”).

1 SCOPE OF APPLICATION

- 1.1 The present general terms and conditions of sale (hereinafter, the “**GTC**”) apply to all orders and sales contracts, including any extra services. They govern the provision of and the conditions for accessing the Platform, and determine the rules that apply (in particular) to the maintenance, hosting, and technical support services associated with the Platform offered by DOKEOS to the “**Customer**.” Unless otherwise specified in writing by DOKEOS, any general or special terms and conditions of sale provided by the Customer are excluded from the scope of the present GTC. DOKEOS and the Customer are hereinafter referred to jointly as the “**Parties**” and individually as a “**Party**.”
- 1.2 By tacitly or expressly accepting the offer (for services) that DOKEOS provides to the Customer (hereinafter, the “**Quote**”), the Customer acknowledges having read and understood the present GTC, and accepts the present GTC irrevocably and without reservation. The Quote includes the *Service Level Agreement* (hereinafter, the “**Level of Service**” or “**SLA**”) requested by the Customer, as well as the price of user licenses for the Platform. It also includes a link to the present GTC and to the latest offer agreed by the Parties.
- 1.3 The Quote is always accompanied by the GTC, and together they form the “**Contract**.” The Contract contains all the commitments, rights, and obligations relating to the objectives described therein. It replaces all previous correspondence, statements, guarantees, and agreements (written or verbal) relating to said objectives. It takes precedence over any terms and conditions provided by the Customer, even if said terms and conditions contradict the Contract and/or have been provided at a later time with or without the approval of DOKEOS.
- 1.4 The Contract is a legally binding agreement between the Parties, the requirements of which may be enforced in a court of law.
- 1.5 DOKEOS reserves the right to modify the present GTC at any time and without prior notice. However, DOKEOS will notify the Customer of any modifications by email or via a message appearing on the Platform for at least eight (8) days. Unless otherwise specified, all changes

will take effect immediately. The Customer implicitly accepts any changes to the present GTC by using the Platform after said changes have been made.

- 1.6 Without prejudice to Article 1.3, the Parties may exceptionally agree (in writing) to derogate from the provisions of the GTC. Such derogations may include the modification, addition, or deletion of certain clauses, albeit without affecting the application of the other provisions of the GTC.
- 1.7 By accepting the GTC, the Customer agrees to be bound by the general terms and conditions of use of the Platform (hereinafter the "GTC", which can be viewed at www.dokeos.com) by the users to whom it provides access.

2 DESCRIPTION OF SERVICES

2.1 GENERAL

- 2.1.1 The Platform is an e-learning platform that allows companies to train and assess the skills of their employees online.
- 2.1.2 The Platform is available in a paid and a free version. The free version is available for a limited trial period only.

2.2 SUBSCRIPTION

- 2.2.1 Customers access the Platform and its services via a web application. To benefit from these services, Customers must activate their access to the Platform by purchasing a subscription (hereinafter, the "**Subscription**") or starting a free trial on the Website. Access can be activated remotely by DOKEOS.
- 2.2.2 The Subscription includes technical support, maintenance, and hosting services described in Articles 2.3, 2.4, and 2.5. DOKEOS may also provide special services, which are described in Article 2.6.

2.3 TECHNICAL SUPPORT

- 2.3.1 DOKEOS provides the Customer with technical support that includes the detection and correction of anomalies on the Platform, as well as the updating of the latter. This support also includes assistance in the event of a technical problem related to a malfunction on the Platform, with a response time in line with the SLA. Provided that Customers are authorized to request personalized documentation at their own expense, technical service shall also include the provision of standard documentation relating to the Platform and to any problems that may arise.
- 2.3.2 Technical support is provided either by an online form on the Customer's Platform, by e-mail (support@dokeos.com), or by a videoconference appointment with a member of the Dokeos team. It is only accessible to the Customer insofar as the latter makes use of the Platform in compliance with the GCU.
- 2.3.3 Technical support is available on business days from 9 am to 5 pm. Business days are any days of the year except Saturdays, Sundays, and legal holidays in Belgium, or days when banks are closed in Brussels (Belgium).
- 2.3.4 Whenever possible, DOKEOS will respond to Customer inquiries within the time frame specified in the SLA, or as soon as possible upon receiving the request.
- 2.3.5 DOKEOS servers are monitored 24 hours a day, 7 days a week by support staff who are alerted in the event of service issues.
- 2.3.6 DOKEOS will do its best to resolve any technical problems encountered by the Customer, but is under no obligation to achieve a specific result.

2.4 MAINTENANCE SERVICES

- 2.4.1 DOKEOS maintains the Platform. Maintenance services may include the correction of bugs as well as modifications, updates, upgrades and the implementation of new versions of the Platform. Maintenance services are divided into two (2) parts: updating the software layers related to the Platform, and portal and server security. Updates may include both the correction of known anomalies and the implementation of new functionalities.
- 2.4.2 DOKEOS may, at any time and without prior notice, initiate any maintenance services it deems necessary to ensure that the functionalities of the Platform (as described on the Website or in the documentation provided by DOKEOS to the Customer) remain available to the Customer and meet the Customer's expectations.
- 2.4.3 The Customer will not be informed of corrective or security updates. However, whenever possible, DOKEOS will inform the Customer within a reasonable period of time of any evolutionary maintenance work to be performed, and how such work might affect the Platform, before proceeding with such an update within the time frame specified in the SLA. In the event of a major update, DOKEOS will contact the Customer within six (6) months to set a schedule for the update.
- 2.4.4 If the Customer becomes aware of a problem of any kind after the performance of maintenance work, they agree to notify DOKEOS immediately, in writing, and with as much detail as possible, so DOKEOS can attempt to fix the problem within a reasonable period of time.
- 2.4.5 In the event of a malfunction that prevents the Customer from using the Platform, the Customer may request that DOKEOS intervene in accordance with the means and conditions (work hours and deadlines) outlined in the SLA. At the very least, the Customer must provide the URL of the problem, the login information (username and password) of the user, a screenshot, and an explanation of the problem and how it affects the use of the Platform. Malfunctions that limit the use of the Platform are not the same as malfunctions that prevent the use of the Platform.
- 2.4.6 Maintenance services do not include repairs or other maintenance work made necessary by the Customer's computer system or misuse of the Platform.
- 2.5 HOSTING
- 2.5.1 The Customer accesses the Platform via a portal (hereinafter, the "**Customer Area**") which DOKEOS makes available via a specific URL. The Customer Area becomes available once the Customer subscribes to the Platform and DOKEOS receives the payment from the Customer for the Subscription.
- 2.5.2 The Customer Area is configured in accordance with the characteristics described in the SLA and the Quote.
- 2.5.3 Customers can access the Platform at any time during the term of their Subscription (24 hours a day, 7 days a week, including Saturdays, Sundays, and public holidays), except during maintenance periods.
- 2.5.4 DOKEOS servers are located in Amazon Web Services (AWS) data centers in Europe (website: <http://aws.amazon.com>; address: Amazon Web Services, Inc. P.O. Box 81226, Seattle, WA 98108-1226, USA). The type of server and the maximum storage capacity depend on the SLA. Access to the physical site of these servers is forbidden.
- 2.5.5 In order to ensure the maximum security of its hosted data, DOKEOS has implemented the following security measures: (i) encrypted passwords stored as MD files in the database, (ii) 24/7 surveillance monitoring with NAGIOS software to detect intrusions, (iii) limited non-web-based access to the server (no FTP or SSH), (iv) no physical access to the server (cold clean room under lock and key), (v) no sending of passwords by email, and (vi) backups

stored on a server with the same level of security, located several kilometers from the main server room.

2.6 SPECIAL SERVICES

2.6.1 Special services are any services that may be provided by or for DOKEOS and which cannot be considered as technical support, maintenance, or hosting services as defined in Articles 2.3, 2.4, and 2.5. Additional services include consulting or advisory services, such as training users in the use of the Platform or the creation of customized software, applications, or modules for the Customer.

2.6.2 Special services are governed by an agreement concluded by the Parties. The costs and fees relating to special services are invoiced separately, in accordance with the respective agreement. The duration of this agreement shall not exceed the duration of the Subscription; consequently, the agreement will no longer have an effect on trade secrets or any other industrial or literary and artistic property rights, with each of these rights considered for prior rights. These intellectual property rights shall also apply to any modifications or improvements that DOKEOS makes to the Platform, as well as to any documentation (relating to the Platform) in effect on the day the Subscription is terminated for any reason whatsoever.

2.7 OTHER SERVICES

DOKEOS trains Customers in the use of the Platform and third-party tools, and offers pedagogical and e-learning project management support. These services are not included in the Subscription and are invoiced separately.

3 USE OF SERVICES

3.1 The Customer agrees to provide DOKEOS with the necessary login information in order that the latter may provide technical support, maintenance, and hosting services in accordance with Articles 2.3, 2.4, and 2.5.

3.2 The Customer is solely responsible for acquiring and maintaining all the equipment and services required to log in to, access, and use the services offered by the Platform, including (but not limited to) modems, computers, mobile phones, servers, software, operating systems, networks, web servers, etc. Customers are solely responsible for the maintenance, security, and confidentiality of their equipment, Customer Area, and password (including, but not limited to, administrative and user passwords), as well as for files uploaded to or downloaded from the Platform.

3.3 DOKEOS employees do not have access to user and administrator passwords. Customers are solely responsible for managing their personal and user information. If a user or administrator password is lost or forgotten, the Customer must ask DOKEOS to generate a new one. If a user loses their password, they must contact the Customer concerned.

3.4 The Customer agrees to use the Platform and its services in accordance with the instructions received from DOKEOS, the GTC, the GTU, and all applicable laws and regulations.

4 FINANCIAL CONDITIONS

4.1 PRICES AND INVOICING OF SERVICES

4.1.1 The Customer may opt for a paid Subscription or order additional services, as per Article 2.6 on special services.

4.1.2 Unless otherwise specified in writing by DOKEOS, the prices are listed in euros (€), and to the extent permitted by law, exclude taxes (in particular, value-added tax), charges, and duties

imposed by the tax authorities. Customers are responsible for paying all the taxes associated with their order.

- 4.1.3** Unless otherwise agreed by the Parties, a Subscription or additional services are only activated once DOKEOS has received full payment for the Subscription or additional services from the Customer or the representative of the Customer. DOKEOS will send the Customer a receipt of payment (if applicable, by email) containing the invoice for the order. However, the Customer becomes responsible for the payment as soon as the Quote has been signed.

4.2 PRICE MODIFICATIONS

- 4.2.1** The prices of services are indexed for the European territory according to the following price index calculation: $P2 = P1 \times (S2/S1)$ where:

- P2 is the new price after revision
- P1 is the price before revision
- S2 is the Syntec index value on the revision date
- S1 is the Syntec index value on the date of the previous revision (for the first revision)

Price indexation takes place in January of each year on the basis of the latest Syntec index published on the revision date.

- 4.2.2** Service prices are indexed for territories outside Europe at a fixed rate of 5% per year, applied in January of each year.
- 4.2.3** Price indexation does not apply to the current contractual period, neither for user licenses nor for additional services validly ordered.

4.3 LATE PAYMENTS

- 4.3.1** Without prejudice to Article 4.1.3, the Parties may agree that the Customer will only pay the price of the Subscription or additional services upon receiving the invoice from DOKEOS. In this case, the DOKEOS invoice must be paid within thirty (30) days of the invoice date by way of wire transfer to the bank account details provided on the invoice.
- 4.3.2** Any invoice not contested within fifteen (15) working days of its receipt will be deemed accepted and due and must be paid, in Euros, by the Customer within thirty (30) days of the invoice date.
- 4.3.3** Any sum remaining unpaid at its due date will immediately be subject to late payment interest at a rate equal to three (3) times the legal interest rate in force, from the day after its due date until full payment. In addition, the Customer will automatically be liable to pay a flat-rate legal indemnity of forty (50) euros per unpaid invoice, to cover the costs of collection of the sums due. In the event that the costs incurred by Dokeos in recovering the aforementioned sums should exceed this flat-rate compensation, Dokeos may demand immediate reimbursement of the additional costs, upon presentation of supporting documents (which the Customer must pay without delay).
- 4.3.4** In the event of total or partial non-payment, all amounts owed by the Customer shall become payable automatically and by right, and without prior formal notice. Without prejudice to any possible legal action, DOKEOS also reserves the right to suspend access to the Platform and performance of the Services. DOKEOS will, however, inform the Customer in advance, drawing his attention to the possible consequences that may result.

5 DURATION OF SERVICES

5.1 EFFECTIVE DATE

- 5.1.1** The Contract takes effect on the date that the Quote is signed. Unless otherwise specified in the Contract, the Subscription lasts for a period of three (3) years. The signed Quote constitutes the Contract governing the commercial relationship between the Parties.

5.1.2 The Contract is renewed automatically for the same duration, unless one of the Parties cancels the Contract via written correspondence to the other Party at least three (3) months prior to the expiration date of the Subscription.

5.2 TERMINATION OF THE CONTRACTUAL RELATIONSHIP

5.2.1 Each Party may terminate the Contract at any time, without notice or compensation, in the event of:

- fraud, willful misconduct, or gross negligence on the part of either Party during the fulfillment of its obligations under the Contract;
- bankruptcy, dissolution, or liquidation of one of the Parties, or the cessation of the business of one of the Parties for any reason besides a lack of funds.

5.2.2 If the Contract is terminated early for any reason whatsoever, DOKEOS shall automatically be entitled to terminate, with immediate effect, any other agreement or order binding the Parties at the time of said termination, without DOKEOS being liable for any costs or compensation, and without prejudice to the provider's right to claim damages and interest.

5.3 EFFECTS OF TERMINATIONS

5.3.1 If the Subscription is terminated or not renewed for any reason whatsoever, the Customer and all other users linked to the Customer shall lose access to the Platform, its content, and their data within thirty (30) days of the termination or non-renewal.

5.3.2 The foregoing sub-clause does not affect the Customer's right to download, save, and reproduce their data in a reusable file format during the term of the Subscription, or to receive a copy of said data from DOKEOS (within the period specified in Article 5.3.1) to be downloaded within seven (7) days.

6 INTELLECTUAL PROPERTY

6.1 DOKEOS remains the sole owner of the Platform and all related intellectual property rights, including copyrights, rights related to copyrights, patents, utility models, designs (registered or not), trademarks, *sui generis* rights to databases and topographies of semiconductor products, trade names, website domain names, trade secrets, and any other industrial, literary, or artistic property rights, with considerations of prior rights for each of these rights. These intellectual property rights shall also apply to any modifications or improvements that DOKEOS makes to the Platform, as well as to any documentation relating to the Platform that DOKEOS provides the Customer.

6.2 The Customer remains the sole owner of the content it places on the Platform and of all intellectual property rights pertaining thereto, within the limits of any rights granted to the Customer by third parties. In this respect, the Customer shall hold Dokeos harmless against any disturbance, claim or complaint by third parties in respect of such content.

6.3 Customers are strictly prohibited from depicting, reproducing, adapting, or using any or all of the content, trademarks, and services made available on the Platform, by any means and for any purpose whatsoever, without the prior, express, written authorization of DOKEOS, with the exception of elements explicitly designated as copyright-free on the Platform.

6.4 Any representation, reproduction, adaptation or partial or total exploitation of the content, trademarks and Services offered by the Platform, by any process whatsoever and for any purpose whatsoever, without the prior, express and written authorization of DOKEOS, is strictly forbidden, with the exception of elements expressly designated by DOKEOS as free of rights on the Platform.

6.5 By purchasing a Subscription, the Customer may access, use, and reproduce the Platform and its content for technical display purposes only. This right is non-exclusive and non-

transferable. Unless otherwise agreed by the Parties in writing, the Customer may not modify, reproduce, translate, adapt, distribute, sell, share, or transfer—in whole or in part, or for payment or free of charge—any of the elements protected by DOKEOS's intellectual property rights or the rights that DOKEOS grants the Customer.

- 6.6** In particular, the Customer may not—directly or indirectly—reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, underlying structure, ideas, trade secrets, or any other industrial, artistic, or literary property rights, with considerations of prior rights for each of these rights. These intellectual property rights shall also apply to any modifications or improvements that DOKEOS makes to the Platform, as well as to any documentation relating to the Platform and know-how or algorithms associated with the services or Platform.

7 CONFIDENTIALITY

7.1 OBLIGATION OF CONFIDENTIALITY

- 7.1.1** The Parties acknowledge the confidential nature of information received or obtained during consultation and use of the Platform. The Parties acknowledge that “information” refers to all information, data, reports, intellectual property rights, know-how, procedures, non-patented inventions, and unregistered trademarks in any form whatsoever, including information relating to DOKEOS and other users, and the activities, operations, finances, planning, facilities, products, services, processes, and techniques of both the former and the latter. By “information”, the Parties also mean all personal data of which the Parties become aware within the strict framework of their contractual relationship.

- 7.1.2** Without prejudice to any other obligation of confidentiality, the Parties undertake to :

- keep10.2 In this respect, the following events are notably but not exclusively considered to be cases of force majeure: a partial or total strike outside one of the Parties, one of its suppliers or subcontractors, epidemics, lockdowns, nuclear accidents, riots, acts of war or terrorism, exceptional weather conditions, earthquake, fire, storm, flood, water damage, explosion, freezing of computer or telecommunications systems, theft, etc. secret and confidential any information obtained directly or indirectly from the disclosing party while visiting and using the Platform;
- use such information solely for the purposes required of the Platform; and
- only disclose confidential information to their representatives, employees, and contractors (non-exhaustive list), only to the extent that such disclosure is reasonably necessary, and provided their representatives, employees, and contractors are informed of the strictly confidential nature of the confidential information they receive;
- take all necessary measures to protect confidential information from unauthorized access

7.2 EXCEPTIONS TO THE OBLIGATION OF CONFIDENTIALITY

- 7.2.1** The obligation of confidentiality does not apply to information that:

- is or becomes available to the public in any way besides the receiving party disclosing the information to the public or a third party, which would represent a breach of the present GTC or any other confidentiality agreement;
- the receiving party legitimately receives from a source other than the disclosing party, provided that the receiving party has no reason to believe that said source is bound by a confidentiality or non-disclosure agreement with the disclosing party, or is under any other legal, contractual, or fiduciary obligation to refrain from disclosing the confidential information;

- the receiving party lawfully possesses before being shared by the disclosing party;
- is established by the receiving party independently, without making use of the confidential information provided by the disclosing party; or
- the disclosing party requests (expressly, and in writing) to be shared or republished by the receiving party.

7.2.2 If the receiving party must disclose confidential information in a court of law or to a governmental agency or financial authority, the receiving party will, upon receiving the notification that such disclosure is required, provide the disclosing party with a written notification informing them of the required disclosure (provided such a notification is permitted by law), and coordinate with the disclosing party to limit the nature and extent of the disclosure.

7.3 BREACH OF THE OBLIGATION OF CONFIDENTIALITY

7.3.1 The Parties acknowledge that disclosing confidential information can cause serious harm to the disclosing party or to third parties affected by the disclosure.

7.3.2 In the event of a breach of the obligation in the present clause, the Party affected by the disclosure of confidential information may therefore claim full compensation from the other Party for the loss it has suffered, provided it can demonstrate the fault of the other Party, causation, and the damage caused.

7.4 EFFECTS OF TERMINATIONS

7.4.1 The obligation of confidentiality remains in effect for the entire duration of the Subscription, as well as for five (5) years after the end of the contractual relationship, regardless of how the Subscription was terminated.

7.4.2 As per the instructions of the disclosing party, the receiving party shall, no later than ten (10) business days after the end of the business relationship, return, erase, or destroy all the documents in its possession, custody, or control that contain confidential information, or which the receiving party produces or receives while using the Platform. Upon request, the receiving party will provide the disclosing party with a written confirmation that it has fully complied with the provisions of the present clause.

8 PERSONAL DATA

8.1 DOKEOS shall ensure that personal data received or made known to DOKEOS in the course of performing the Services or making the Platform available are processed in a manner that complies with the applicable legal and regulatory data protection requirements, including those of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the Belgian Privacy Act of 30 July 2018.

8.2 DOKEOS carries out personal data processing on its own behalf, in its capacity as data controller. This refers to data processing that DOKEOS implements and for which DOKEOS determines the purposes and means of processing. The DOKEOS Privacy Policy (available on the website via the following link: <https://www.dokeos.com/fr/charte-de-vie-privee/>) contains a detailed description of this processing.

8.3 DOKEOS processes personal data on behalf of its Customers as part of the performance of the services covered by these General Terms and Conditions. DOKEOS acts as a subcontractor for its customers. Appendix 1 of these Terms and Conditions covers such data processing.

- 8.4 Where DOKEOS acts as a subcontractor, each Customer is responsible for the data processing entrusted to DOKEOS. The Customers describe such processing in their respective privacy policies.
- 8.5 This data is processed solely in accordance with the specified processing purposes and is under no circumstances passed on to third parties for marketing purposes.
- 8.6 All data subjects have the right to access their data, to request rectification or erasure, to request restriction of processing, to request portability of their data or to object to processing. Further information on these rights can be found in the DOKEOS Privacy Policy.
- 8.7 Any request concerning the protection of personal data may be sent by post to DOKEOS SRL, rue Provinciale 264, 1301 Bierges (Belgium) or by email to privacy@dokeos.com.
- 8.8 The Customer acknowledges having read Appendix 1 “Data Processing Agreement” (“DPA”), and accepts its contents irrevocably and without reservation.

9 LIABILITY

- 9.1 DOKEOS shall take all the reasonable and necessary measures to ensure the Platform and Website are functional, accessible, and secure for the Customer. Given the nature of its services, DOKEOS is bound by an obligation of means with no obligation of results.
- 9.2 DOKEOS may only be held liable for fraud, gross negligence, or the gross negligence of its employees, or—except in cases of force majeure—for the non-fulfillment of the main obligations of the Contract.
- 9.3 DOKEOS shall only be held liable for direct, personal, foreseeable, and definite damage, and not for indirect, incidental, consequential, or special damage, whether material or immaterial (such as a loss of potential earnings), and only insofar as the alleged damage can be proven by the Customer.
- 9.4 Customers must keep their password confidential and promptly inform DOKEOS if they become aware of any breach of security or unauthorized use of their password. Customers also agree to keep their IT environment up to date, and to protect it with a level of security that is commensurate with the level of security at companies that are similar to the Customer’s.
- 9.5 Insofar as permitted by law, DOKEOS’s maximum aggregate limit of liability for all claims arising from or in connection with the Contract shall not exceed the total sum paid by the Customer in the six (6) months prior to the event that caused the damage.
- 9.6 The above-mentioned limitations, exclusions, and liability clauses apply exclusively to all claims for damages, whether they are based on the Contract, the warranty, contractual liability, negligence, tort, or anything else.

10 FORCE MAJEURE

- 10.1 DOKEOS shall not be held liable for any delay or deficiency in the fulfillment of its obligations if such a delay or deficiency is due to the occurrence of an event beyond its control that could not have been reasonably foreseen and the effects of which could not have been avoided by reasonable and appropriate measures.
- 10.2 In this respect, the following events are notably but not exclusively considered to be cases of force majeure: a partial or total strike outside one of the Parties, one of its suppliers or subcontractors, epidemics, lockdowns, nuclear accidents, riots, acts of war or terrorism, exceptional weather conditions, earthquake, fire, storm, flood, water damage, explosion, freezing of computer or telecommunications systems, theft, etc.

- 10.3 The Party affected by the force majeure must immediately notify the other Party of the occurrence of such an event if the former considers that they may not be able to meet their contractual obligations due to the event.
- 10.4 In the event of force majeure, the Contract will be suspended until the force majeure has concluded. Deadlines will automatically be suspended or postponed in accordance with the duration of the force majeure.
- 10.5 However, if the force majeure lasts for more than thirty (30) calendar days, the Parties shall meet to discuss whether or not they wish to modify the terms of their relationship. If the Parties fail to reach an agreement within fifteen (15) calendar days, and if the force majeure has still not concluded, then either Party will be legally entitled to terminate the services (without either Party being entitled to compensation) by sending a registered letter to the other Party indicating their wish to terminate the contractual relationship.

11 TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1 DOKEOS reserves the right to assign or transfer any or all of its rights or obligations under the GTC.
- 11.2 In this case, Dokeos guarantees that the transfer will not affect the level of services offered to the Customer under the Agreement, including the protection of personal data and intellectual property rights.

12 GENERAL PROVISIONS

- 12.1 Unless otherwise specified, all notifications arising from or regarding the GTC shall be sent by registered mail or by email with acknowledgment of receipt to the address(es) provided on the Website or Platform. Notifications sent by registered mail shall be deemed duly read upon their receipt, and in any event no later than three (3) business days after they are sent. Notifications sent by email with acknowledgment of receipt shall be deemed duly read once the recipient sends back the acknowledgment of receipt, or no later than three (3) business days after they are sent.
- 12.2 It shall not be assumed that a Party has waived any right arising from the GTC or from a fault or breach committed by the other Party, unless the respective Party has explicitly waived the right in writing or the GTC dictate otherwise. Even if a Party waives any such right or claim, that does not mean the Party waives any other right that may arise from the GTC or from a breach or fault of the other Party.
- 12.3 If one of the provisions of the GTC becomes invalid, unenforceable, illegal, or inapplicable, this shall not affect the validity, enforceability, legality, or pertinence of the other provisions of the GTC. In such a case, the Parties will negotiate in good faith to replace the invalid, unenforceable, illegal, or inapplicable provision with a lawful provision in line with the purpose and essence of the present GTC and with equivalent or economically comparable terms and conditions. If the Parties fail to reach an agreement, then a judge will replace the invalid, unenforceable, illegal, or inapplicable provision with a provision in line with the purpose and essence of the present GTC and with equivalent or economically comparable terms and conditions.

13 APPLICABLE LAW AND CHOICE OF JURISDICTION

- 13.1 The present GTC are governed exclusively by Belgian law.



- 13.2** Only the French-speaking courts and tribunals in the municipality of DOKEOS's headquarters shall have the jurisdiction to preside over any dispute that cannot be resolved by the Parties concerning the Quote, the GTC, the GTU, or the Contract, in particular regarding their validity, interpretation, execution, or termination.

Appendix 1 - Data Processing Agreement (DPA) / Subcontracting Agreement (in accordance with Article 18 of the GDPR)

1. Purpose

DOKEOS processes personal data (hereinafter, “**Data**”) on behalf of its Customers in conjunction with their use of DOKEOS software. DOKEOS acts as a subcontractor for its Customers. The present appendix covers the processing of Data.

The Customer is therefore the data controller with regard to the Data entrusted to DOKEOS for processing. For more information on Data processing at DOKEOS, please see the privacy policies of each of our Customers.

The purpose of the present appendix is to describe the Data processing operations performed by DOKEOS on behalf of its Customers, and to define the respective rights and obligations of the Parties in terms of Data processing within the framework of the Contract.

As part of their contractual relationship, the Parties agree to comply with all applicable regulations in force on the processing of Data, and in particular, the EU’s General Data Protection Regulation (“GDPR”) and the Belgian Privacy Act of July 30, 2018 on the protection of natural persons with regard to the processing of personal data.

2. Definitions

Unless otherwise specified, the concepts and terms in the present appendix are defined in accordance with the same concepts and terms in the GDPR.

3. Nature and purposes of processing

The Data processing purposes are defined by the Customer as the data controller. As the subcontractor, and unless otherwise required by law, DOKEOS will only process Data when necessary, in particular to enforce the present GTC and to carry out the documented instructions of the Customer (the data controller).

Among other things, Data processing operations include collection, recording, organization, structuring, storage, adaptation or modification, consultation, use, and provision.

The Customer entrusts DOKEOS with the following categories of processing:

- Management of the Customer portal;
- Registration of learners on the Platform, management of the list of people registered on the learning portal;

- Management of user accounts;
- Regulation of the resources made available to people registered on the portal, as per their role (learner, trainer, administrator);
- Courses and assessments: the provision of a platform that lets Customers design customized training modules and learning content, integrate user training materials, import content, assess learner skills based on online or face-to-face assessment questionnaires, and track data (online training progress, time spent on learning activities, success rates for quizzes and assessments, etc.);
- Logging of user actions in DOKEOS software;
- Messaging (sending of emails via the Platform);
- Management of the community of learners, allowing for interactions between users (notifications, assignments, forums, etc.);
- Publication of administrative documents (training certificates, proof of time spent on training activities).

If, in breach of the present GTC, the subcontractor defines the purposes and means of one or more processing activities, then the subcontractor will be considered the data controller for said activities.

4. Types of Data and categories of data subjects

DOKEOS processes Data on behalf of the Customer to provide the services covered by the Contract.

The following categories of Data are processed:

- Company data (company name, legal form, address of headquarters, company registration number, etc.);
- Personal identification data (name, telephone number);
- Electronic identification data (email address);
- Login data (username, password, etc.);
- Information relating to professional activities (position, location, department, etc.);
- Access rights to DOKEOS software;
- Financial data (bank account number, VAT number, payment methods);
- Billing information, amounts paid & due, balances, etc.;

- Any other data provided by the Customer or collected at the Customer's request (Platform customized by Customer);
- Follow-up data in the form of reports generated by the Platform: quiz performance data, success rates for quizzes and assessments, progress in e-learning courses, time spent on learning activities, training courses taken, etc.;
- Administrative documents: training certificates, proof of time spent on training activities, etc.;
- Log data (time of connection, duration of connection, etc.);
- Messaging data, metadata (sender, recipient, size of message, date and time of message, etc.).

Categories of data subjects concerned: Customers and the users of services.

Third-party software or sites may be integrated into the platform at the customer's request. When customers use the platform, they may enter Data. This Data is stored on the platform. Depending on the customer's needs, some of this Data may be transmitted to sites or software integrated into the platform. The transfer of Data to third-party software/sites is carried out solely in accordance with the customer's instructions.

5. Rights and obligations of the data controller

Customers agree to meet all the obligations required of them in their capacity as the data controller.

Customers are responsible for ensuring that the processing of Data is carried out in accordance with the GDPR (Article 24), as well as all applicable data protection provisions of the EU and its Member States.

Customers are authorized (and required) to make decisions regarding the purposes and means for processing Data.

In particular, Customers must ensure that a legal basis exists for the Data processing operations entrusted to DOKEOS.

Customers may provide additional documented instructions at any time during the term of the Contract. These instructions must always be documented.

Customers may:

- access any data concerning them, and obtain a copy of this data, free of charge;
- have incomplete, inaccurate, or irrelevant data rectified, and incomplete data completed;
- request that their Data be deleted, within the limits of the law;

- restrict the processing of their Data, within the limits of the law;
- receive any Data they have provided in a structured, commonly used, and machine-readable format, and have this data transmitted directly to another data controller, provided such a transmission is technically possible;
- object, at any time and free of charge, for reasons relating to their own particular situation, to the processing of their Data that is based on the legitimate interests of DOKEOS. Customers may also object to the processing of their Data for direct marketing purposes;
- revoke their consent at any time.

To exercise any of these rights or request more information on Data protection, Customers can send an email to: privacy@dokeos.com.

Customers can also write to our headquarters: DOKEOS SRL, Rue Provinciale 264, 1301 Bierges, Belgium; or to our data protection officer (DPO): GDPR Agency, Chemin du Cyclotron 6, 1348 Louvain-la-Neuve, Belgium.

6. Rights and obligations of the subcontractor

DOKEOS agrees to:

- only process Data for the processing **purposes** outlined in #3 of the present appendix;
- only process Data that is **adequate, relevant, and limited to what is necessary for the purposes for which it is processed**, in order to properly execute the services on behalf of the Customer or comply with obligations provided by the law;
- **keep Data up to date and complete, or rectify and delete Data**, to guarantee it remains accurate.
- **assist and cooperate with the Customer to manage requests made by data subjects or the competent authorities**, and thereby comply with the obligations of applicable laws and regulations on the protection of personal data. To this end, DOKEOS shall immediately inform the Customer of any requests received from data subjects or the competent authorities. DOKEOS itself will not respond to such requests, unless authorized to do so by the Customer;
- **assist the Customer in conducting data protection impact assessments and prior consultation with the competent authorities**, in accordance with Articles 35 and 36 of the GDPR;
- **assist and cooperate with the Customer in the event of a Data breach**, in particular in accordance with the provisions of #9 below;
- maintain a **log of processing activities** carried out on behalf of the Customer, as per the provisions of Article 30.2 of the GDPR;



- provide the Customer with all the necessary information for demonstrating compliance with the obligations of the GDPR and allowing for (and facilitating) **audits** (including **inspections**) carried out by the Customer or any other auditor commissioned by the Customer, as per Article 28.3.h of the GDPR. DOKEOS agrees to grant the Customer access to its premises, provided the Customer requests such access at least 30 days in advance;
- maintain the **complete secrecy** of all Data collected or received for the purposes of processing, ensure **absolute confidentiality** with regard to said Data, and require any persons authorized to process said Data (employees, sub-subcontractors, etc.) to respect said confidentiality;
- create an internal framework and organization that **limits Data access** to those employees who are strictly necessary for processing Data;
- **raise staff awareness** on data protection issues;
- comply with the GDPR principles of data protection **by design** (privacy by design) and data protection **by default**;

DOKEOS agrees to only act upon documented instructions from the Customer, and to take suitable measures to ensure that any natural person acting under its authority with access to Data does not process said Data, unless authorized via documented instructions from the Customer, or unless said person is required to process the Data to comply with EU law or the law of an EU Member State.

DOKEOS shall immediately inform the Customer if it believes that an instruction provided by the Customer violates any data protection regulations.

Documented instructions include all instructions, guidelines, email correspondence, technical data, protocols, access codes, diagrams, plans, standards, etc. that the Customer's employees entrust to DOKEOS within the operational framework of the data processing operation.

Documented instructions are confidential and considered a trade secret of the Customer.

In the event of an obvious discrepancy, DOKEOS shall notify the Customer, suspend the processing operation, and wait for new documented instructions.

If, as per EU law or the law of an EU Member State, DOKEOS is required to process Data in a way that does not comply with (or is not stipulated by) the Customer's instructions, then DOKEOS shall notify the Customer of such a legal obligation prior to the processing, unless the respective law prohibits such a notification due to important reasons of public interest.

DOKEOS shall apply special limitations and/or additional safeguards if its processing involves sensitive data (personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well as genetic or biometric data used to



uniquely identify a natural person, data regarding the health, sex life, or sexual orientation of a natural person, and data relating to criminal offenses and convictions).

7. Sub-subcontractors

In order to perform the Data processing that is necessary to provide the Customer with the services under the Contract, DOKEOS may need to hire additional subcontractors (sub-subcontractors) to perform specific processing operations on behalf of the Customer. Customers therefore provide their general consent to the use of sub-subcontractors, in accordance with the present provision.

At the same time, DOKEOS must ensure that sub-subcontractors provide guarantees with regard to the protection of Data. DOKEOS will also ensure that sub-subcontractors are required to comply with contractual obligations with regard to data protection that are at least equivalent to those in the present appendix, and in any event, to provide sufficient guarantees regarding the implementation of appropriate technical and organizational measures.

DOKEOS guarantees that its subcontractors comply with applicable data protection regulations and the present appendix. If a sub-subcontractor does not meet its data protection obligations, then DOKEOS alone shall be responsible for ensuring the sub-subcontractor fulfills said obligations.

Here are the Dokeos following subcontractors :

Identification du sous-traitant ultérieur	Activité / opération réalisée
Mailjet	mailling system from the LMS
Apresta	For ou Website, connectors for our clients portal integrations with other web applications our WordPress websites for our clients For web hosting and security audits For data security Web design creation Development of custom Wordpress features Wordpress site maintenances
AWS Irleand	For server, database and data hosting in Ireland
Balaji Palani	For data consultation and bug fixing
Brahim Dahmani	Pour our l'accès à nos serveursFor access to our servers
Breetha Mohan	For data consultation and bug fixing

Manikandan Ekambaram	For data consultation and bug fixing
Scaleway	For server, database and data hosting in France
Serverbase	For server, database and data hosting in Switzerland

8. Location and transfer of Data

In the event that DOKEOS transfers Data to third countries, such a transfer is always done in accordance with Chapter V of the GDPR.

In this regard, DOKEOS implements the Standard Contractual Clauses of the European Commission and performs a *data transfer impact assessment*.

If DOKEOS is required to transfer Data to a third country by the legislation of the EU or the EU Member State to which DOKEOS belongs, and has not been instructed by the Customer to transfer said Data, then DOKEOS shall notify the Customer of such a legal obligation prior to the transfer, unless the respective legislation prohibits such a notification due to important reasons of public interest.

9. Notification of Data breaches

In the event of a Data breach or an incident likely to compromise the security of Data, DOKEOS shall:

1. notify the Customer immediately, or in any event no more than 24 hours after becoming aware of the breach, by sending an email to the contact address provided by the Customer. At the very least, this notification must describe the nature of the Data breach, including (if possible) the categories and approximate number of persons and the categories and approximate number of Data records affected by the breach, as well as the likely consequences of the breach.
2. immediately, or in any event without undue delay, work with the Customer to adopt all the necessary measures to minimize any type of risk that the Data breach may cause to data subjects, remedy said breach, and mitigate any possible negative effects.

DOKEOS agrees to keep a log containing a list of the Data breaches related to the Data referred to in the present appendix, the relevant circumstances, their consequences, and the measures adopted to remedy such breaches. This log will be made available to the Customer, upon request by the latter.

10. Security measures

Taking into account the state of the art, DOKEOS agrees, as per Article 32 of the GDPR, to take all the appropriate technical and organizational measures to secure (and adequately maintain the security

of) the Data—including against any form of careless, non-expert, incompetent, or unlawful use and/or processing, as well as against loss, destruction, or damage—as well as to protect the confidentiality and integrity of the Data. These measures will be made available upon request.

These measures are as follows:

List of technical measures :

1. Network segmentation: The service provider has a segmentation of its network secured by a firewall.
2. Flow matrix: The service provider has flow matrices for authorized and used flows.
3. Network security: Security mechanisms and procedures are defined by the service provider to protect its network (IDS, IPS, proxy, firewall, etc.).
4. Exchange security: The service provider uses only secure communication protocols, particularly for administration and external communication.
5. Equipment security : The service provider authorizes only controlled and identified equipment to connect to its network.
6. Equipment hardening : The service provider applies a hardened configuration to the equipment they own.
7. Equipment updates: The service provider applies security updates to the equipment at their disposal.
8. Equipment security : Protection tools (antivirus, EDR, etc.) are installed on all the provider's interconnection and application servers.
9. Equipment supervision : The service provider has the necessary tools to supervise its infrastructure and has set up a permanent presence in HN.

List of organizational measures :

1. Policies on personal data protection: internal policy and privacy charter.
2. Access rights management policy, access inventory and logging.
3. Development of data security policies: service infrastructure security policy, data recovery policy, IT resource utilization policy.

4. Drawing up procedures: data breach management procedure and procedure for managing requests for the exercise of rights by data subjects.
5. Raising staff awareness of the importance of protecting and securing personal data.
6. Management of subcontractors and implementation of data processing agreements (DPAs) with subcontractors, including confidentiality and data protection clauses.
7. Implementation of data processing agreements (DPA) with Dokeos customers.
8. Confidentiality clauses in place for staff with access to personal data.
9. Implement a data retention, archiving and destruction process.
10. Establish a process for continuous supervision of systems and access.
11. Implementation of a business continuity plan in the event of a disaster (cyber-attack, natural disaster).

11. Duration of Data processing

Each Customer (in its capacity as a data controller) determines the retention period applicable to Data on its own devices, in accordance with applicable regulations. For more information on these retention periods, please see the privacy policies of each of our Customers.

Unless otherwise instructed by the Customer, DOKEOS will store the Data in its systems for the entire duration and for three (3) months after the end of the contractual relationship.

12. Termination of services

At the end of the contractual relationship, DOKEOS must:

1. immediately cease processing the Data obtained during the course of the contractual relationship; and
2. no later than three (3) months after the end of the contractual relationship, and unless otherwise instructed by the Customer, delete all copies of said Data (including those in electronic or paper form) from computer systems, files, or any other location or device in which they are stored, unless such Data must continue to be stored to meet the requirements of applicable laws, in which case it will only be retained for the period defined by such legislation.

13. Application of the present appendix

In the event of a discrepancy between the GTC and the present appendix, the terms of the latter shall prevail.



If all or part of one or more of the provisions of the present appendix becomes unenforceable or invalid, this shall not affect the enforceability and validity of the remaining provisions and/or of the remainder of the provision(s) in question. If one or more of the provisions become unenforceable or invalid, the Parties will negotiate to replace the invalid provision with an equivalent provision in line with the purpose and essence of the invalid provision. If the Parties fail to reach an agreement, a competent judge may—within the limits of the law—alter the invalid provision.

Unless otherwise specified in the GTC, any exemptions, modifications, and/or additions to any agreement are only valid and binding if they have been accepted by both Parties.