oxygis

Doc. name :	**Oxygis - Subscription contract**
Version :	18/06/2025
Summary:	By subscribing to the Oxygis Enterprise services (the "*Services*") provided by Oxygis Partners SRL and its affiliates (collectively, "*Oxygis*") in connection with Oxygis (the "*Software*"), hosted on Oxygis' Microsoft Azure Cloud Infrastructure ("*Cloud Infrastructure")* or on a Customer-controlled Microsoft Azure infrastructure ("*Self-Hosting*"), you (the "*Customer*") agree to be bound by the following terms and conditions (the "*Agreement*").

1. Duration of the agreement

The duration of this agreement (the "Term") is specified in the commercial offer signed by the Customer (the "Order"). This Order forms an integral part of this Agreement, and its signature constitutes full acceptance of this Agreement. At the end of the initial period defined in the Order, the Agreement shall be automatically renewed for successive periods of the same duration, unless terminated in writing by one of the parties at least thirty (30) days prior to the end of the current period.

2. Definitions

User

Each user wishing to use Oxygis must be named and have a licence, by name, corresponding to their user type. Deactivated user accounts are not counted as Users.

Types of user

In an Oxygis environment, user types are determined by the roles and privileges granted to them.

Bug

A Bug is any failure of the Software or a Covered Add-on that results in a complete shutdown, error escalation, or security breach, and that is not directly caused by faulty installation or configuration. Failure to meet specifications or requirements will be considered a Bug at the discretion of Oxygis (typically, where the Software does not produce the results or performance for which it was designed, or where country-specific functionality no longer meets legal accounting requirements).

3. Software access

Oxygis
Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

The Client may use the Software either via Oxygis' Microsoft Azure Cloud Infrastructure, hosted and fully managed by Oxygis (the "Cloud Infrastructure"), or in "Self-Hosting" mode.For the duration of this Agreement, Oxygis grants the Client a non-exclusive, non-transferable license to use (execute but not modify) the Oxygis software.

In the case of Self-Hosting, the Software is hosted in a Microsoft Azure environment controlled by the Client. This environment may either be entirely managed by the Client, or technically provisioned by Oxygis on behalf of the Client, without this transferring to Oxygis any responsibility for the administration or maintenance of the system, unless otherwise expressly agreed between the parties.

For the duration of this agreement, Oxygis grants the Client a non-exclusive, non-transferable and revocable license to use the Oxygis Software (execution without modification), according to the terms defined in the Order signed by the Client.

Rights to use the Software are granted on the basis of certain parameters defined in the Order, such as in particular the number of users, the volume of data or items managed (for example: assets, equipment, interventions), the population covered or any other contractually specified criterion.

The Customer undertakes to comply with the agreed usage limits.

If the contractual parameters are found to have been exceeded, the Customer agrees to make good the excess in accordance with the applicable tariff conditions, and in the absence of a specific agreement, with the reference tariff in force on the date of the last renewal or the last Order.

Oxygis undertakes not to divulge individual or nominative data to third parties without the Client's consent, and to treat all data collected in accordance with its *confidentiality policy.*

If the contract is terminated in accordance with its provisions, or at the end of a non-renewed contract period, the licence is automatically revoked on the effective end date of the contract. The Client then undertakes to immediately cease all use of the Software and to uninstall any copies that may have been hosted as part of Self-Hosting.

If the Client breaches the terms of this section, the Client agrees to pay Oxygis a surcharge equal to 300% of the applicable list price for the actual number of users or calculated on the last annual license amount.

4. Services

4.1 Bug correction service

During the term of the present contract, Oxygis agrees to make reasonable efforts to analyze and correct any Bug affecting the Software or the Additional Modules covered, as soon as

these are reported by the Client via a support channel made available by Oxygis (for example: web form, e-mail address, telephone number or ticketing system).

Response times depend on the criticality of the problem reported, unless a specific service level agreement (SLA) has been signed between the parties. Otherwise, the following classification and indicative response times apply:

- **Criticality 1** (Major blockage or security flaw): response within **8 working hours**
- **Criticality 2** (degraded functionality with no immediate workaround): response within **2 working days**
- **Criticality 3** (Minor impact or possible bypass): response within **5 working days**

When a patch is available, it is integrated into a new version of the Software. This version is then deployed to all Clients as part of the standard Oxygis update process. The Client may not oppose the deployment of a new version that corrects a reported bug, unless otherwise expressly agreed.

The parties acknowledge that this clause constitutes an obligation of means, and not of result, within the limits defined in article 7.3 (Limitation of liability).

4.2 Security update service

Self-Hosting

In the event of the discovery of a security bug that may affect the stability or confidentiality of the Software, Oxygis undertakes to inform the Client within a reasonable period of time, once the problem has been confirmed and a solution identified.

Oxygis will provide the relevant information to enable the Client to understand the nature of the bug, its potential impact, and the proposed corrective measures.

In the event of advance communication prior to public publication, the Customer undertakes to treat such information as confidential, in accordance with section 6.4 (Confidentiality).

Cloud infrastructure

Oxygis agrees to apply security remedies for any Security Bug discovered in a version of the Software hosted on its Cloud Infrastructure, on all systems under its control, as soon as the remedy is available, limiting as much as possible any manual action by the Client.

4.3 Software upgrade services

During the term of this Agreement, Oxygis will regularly upgrade the Software to include functional improvements, bug fixes, or security updates.

When the Software is hosted on the Oxygis Cloud infrastructure, upgrades are deployed automatically, without prior systematic notification to the Client.

In Self-Hosting mode, Oxygis also provides upgrades, provided that the Client provides secure remote access or actively collaborates in their completion. These upgrades may require a brief interruption of service, which will be coordinated with the Customer if necessary.

Oxygis is responsible for the technical conversion of the database as well as the correction of any bugs related to the update, within the limits of a reasonable obligation of means.

4.4 Cloud hosting services

During the term of this agreement, when the Client chooses to use the Cloud Infrastructure, Oxygis agrees to provide the following services, hosted on the Microsoft Azure infrastructure:

- Hosting in Tier III-compliant data centres or equivalent, with a minimum network availability of 99.9
- Encryption of communications via Class A SSL (HTTPS)
- Automated backups, checked daily (multi-region replication is available on request and may be subject to additional charges)
- Regularly tested disaster recovery plan
- Choice of hosting region available on request, depending on options contracted (not included in standard licences)

The detailed hosting conditions are described in the document "*Cloud hosting - service level agreement*", available on request or appended to this contract.

4.5 Support services

Range
During the term of this Contract, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions relating to Bugs (see **4.1 Bug resolution service**).

Other requests for assistance, such as questions related to development or customization, may be covered by the purchase of a separate service contract called a "Success Pack". In the event that it is unclear whether a request is covered by this contract, the decision is at the discretion of Oxygis.

4.6 Success Pack Distinct Service Contract

To ensure a successful and personalised implementation, Oxygis and/or its integrators offer a range of à la carte premium services in the form of "Success Packs". These services can include remote or on-site training, custom development, custom data import, etc.

The hours of a **Success Pack remain valid for a period of two years** after acceptance of the offer. At the end of the two years, any unused hours are lost and the Customer may purchase a new Success Pack if necessary.

The Customer may at any time request/receive a detailed breakdown of the hours used and still available in their Success Pack.

Once ordered, Success Packs are non-refundable, even if the contract with Oxygis is terminated.

5. Taxes and charges

5.1 Standard charges

Oxygis undertakes to maintain the agreed rates throughout the initial period specified in the Order.

As an exception to this principle, if the Belgian health index (base 2013 = 100) increases by more than 8% over a period of 12 consecutive months during the course of the contract, Oxygis reserves the right to apply a reasonable tariff indexation, even during the initial period.

This indexation will only apply from the next annual billing date, and cannot be retroactive under any circumstances.

Upon renewal of the contract, Oxygis may freely adjust its rates. The Client will be notified in writing of any price change at least 15 days prior to the renewal date.

5.2 Taxes

All fees and charges are exclusive of any federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Client is responsible for the payment of all Taxes associated with purchases made by the Client pursuant to this Agreement, except to the extent that Oxygis is legally required to pay or collect Taxes for which the Client is responsible.

5.3 Payment terms and interest on arrears

Unless otherwise stipulated in the Order, invoices issued by Oxygis are payable within thirty (30) days of their date of issue.

Oxygis
Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

In the event of late payment, interest will automatically be due, without prior notice, at the rate provided for in Article 5 of the Law of August 2, 2002 concerning the fight against late payment in commercial transactions. A flat-rate indemnity of 40 euros will also be payable for recovery costs, without prejudice to any additional justified claim.

6. Terms of service

6.1 Customer obligations

The Customer undertakes to :

- pay Oxygis all fees applicable to the Services under this Agreement, in accordance with the payment terms specified in the Order;
- ensure that use of the Software remains in compliance with contractual parameters (number of users, volume of items managed, etc.), Oxygis reserving the right to verify this data directly via the Software;
- not to interfere with the technical verification mechanisms built into the Software, as described in Article 3 (Access to the Software);
- designate a main contact person to be responsible for relations with Oxygis throughout the duration of the contract;
- comply with the Oxygis Acceptable Use Policy, available on request or via the official website.

When the Client chooses to use the Oxygis Cloud Infrastructure, it agrees to :

- Adopt reasonable security practices, in particular by choosing strong passwords and ensuring the confidentiality of your identifiers;
- use the hosting services in a reasonable manner and in compliance with applicable laws, refraining from any abusive or prohibited activity, and complying with the Oxygis Acceptable Use Policy.

When the Customer chooses the "Self-Hosting" mode option, they also agree to :

- take all necessary measures to ensure the security and backup of its data, recognizing that Oxygis cannot be held responsible for any loss of data or incident related to the Client's infrastructure;
- allow Oxygis, upon request, to verify the validity of the use of the Software (for example, in the event of failure of the automated verification mechanisms).

6.2 No soliciting or hiring

Except with the prior written consent of the other party, each party undertakes not to directly solicit or recruit any employee of the other party involved in the performance or

management of this contract, for the duration of the contract and for a period of twelve (12) months following its termination or expiry.

This restriction does not apply to unsolicited applications or to recruitment carried out via public channels not specifically aimed at employees of the other party.

In the event of a breach of this obligation resulting in the actual hiring of an employee concerned, the party in breach undertakes to pay the other party a fixed indemnity of 30,000 euros as a penalty clause, without prejudice to any additional compensation if the actual loss is greater.

6.3 Advertising

Unless otherwise notified in writing, each party authorises the other to use its name, trademarks and logos for commercial reference purposes, in particular on its website, in customer presentations, press releases or other non-commercial marketing material.

This authorisation is **worldwide, non-exclusive, non-transferable and royalty-free**, and confers no other rights of use or intellectual property.

6.4 Confidentiality

Definition of Confidential Information
Any information, whether in written, oral or any other form, disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), which is designated as confidential or which ought reasonably to be considered as such in view of its nature or the circumstances of its disclosure.
This includes in particular any information relating to the activities, operations, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party.

Obligations of the Receiving Party
The Receiving Party undertakes to protect the confidentiality of the Confidential Information with a degree of care at least equivalent to that which it applies to its own sensitive information, and in any event, with reasonable diligence.
It undertakes not to disclose or use the Confidential Information for any purpose other than the performance of this contract, except with the prior written consent of the disclosing Party.

Legal disclosure
If the receiving Party is required to disclose Confidential Information by law, court order or regulatory authority, it undertakes to inform the disclosing Party in advance, unless otherwise prohibited by law.

6.5 Data protection

Oxygis
Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

Definitions
The terms "Personal Data", "Controller" and "Processing" have the meanings given to them in Regulation (EU) 2016/679 (GDPR), Directive 2002/58/EC, and any legislation amending or replacing them (hereinafter the "Data Protection Legislation").

Roles of the Parties
The parties acknowledge that the Client is responsible for the processing of the Personal Data contained in its database, and that Oxygis acts as a Subcontractor in the performance of this contract.

Commitments of Oxygis as a Sub-Contractor
Oxygis undertakes to:

- (a) process Personal Data only on the Client's documented instructions, and solely for the purpose of providing the contracted Services, unless otherwise required by law, in which case Oxygis will inform the Client unless prohibited by law;
- (b) ensure that any person authorised to process Personal Data undertakes to respect confidentiality;
- (c) implement appropriate technical and organisational measures to protect Personal Data against any breach of security or unauthorised processing;
- (d) promptly inform the Client of any request made to Oxygis concerning the Client's Personal Information;
- (e) notify without undue delay any security incident affecting the Customer's Personal Data;
- (f) alert the Customer if an instruction appears to breach Data Protection Legislation;
- (g) provide any information necessary to demonstrate compliance with the GDPR and to facilitate audits or inspections carried out by or on behalf of the Customer;
- (h) delete or return the Personal Information at the end of the contract, according to the Client's choice, subject to the deadlines specified in the Oxygis privacy policy.

The Client agrees to keep the contact information of the person in charge of data protection up to date, and to inform Oxygis of any changes related to its responsibilities or legal obligations.

Subsequent Subcontracting
The Client acknowledges that Oxygis may use subsequent subcontractors to perform the Services. Oxygis agrees to work only with service providers that comply with applicable legislation and to contractually govern this relationship.
An updated list of sub-contractors and their associated purposes is included in the Oxygis Privacy Policy or is available upon request.

6.6 Termination of contract

Oxygis
Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

Either party may terminate this agreement by written notice if the other party breaches any of its essential contractual obligations and fails to remedy such breach within **thirty (30) calendar days** of receipt of written notice specifying the nature of the breach.

Notwithstanding the foregoing, Oxygis reserves the right to terminate the contract automatically, without further notice, in the event of persistent **non-payment** by the Client. Such termination may occur **after three (3) written reminders** have been sent to the Client, with no response, and after **twenty-one (21) days** have elapsed since the due date of the unpaid invoice.

6.7 Survival provisions

Sections "**6.4 Confidentiality**", "**6.5 Data protection**", "**7.2 Disclaimer**", "**7.3 Warranty exclusions**" and "**8. General provisions**" shall survive any termination or expiry of this agreement.

7. Warranties, waivers, liability

7.1 Guarantees

Oxygis holds all copyrights to the Software, and guarantees that all software libraries used are covered by licenses compatible with that of the Software.

During the term of this Agreement, Oxygis undertakes to provide the Services with a level of care and skill consistent with reasonable professional industry standards.

This guarantee applies provided that :

- the Customer's computer systems are in good working order and, in the case of Self-Hosting, the Software is installed in a suitable technical environment;
- the Customer provides the information required for diagnosis and, in Self-Hosting, sufficient access to enable problems to be analysed and resolved;
- all sums due to Oxygis have been paid.

In the event of a proven breach of this warranty, the **Client's sole and exclusive remedy** will be for Oxygis to resume performance of the Services in question, at no additional cost to the Client.

7.2 Liability waiver

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

Oxygis

Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

Oxygis does not guarantee that the Software complies with any local or international law or regulation.

7.3 Warranty exclusions

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise.
In particular, each party disclaims any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the fullest extent permitted by applicable law.

In particular, Oxygis does not guarantee that the Software complies with all laws, regulations or specific obligations applicable to the Client's sector or activity, whether local, national or international.

7.4 Force Majeure

Neither party may be held liable for any delay or failure in the performance of its contractual obligations if such delay or failure results from a case of force majeure, as defined by Belgian case law, and including but not limited to: war, riot, act of terrorism, embargo, fire, flood, strike, pandemic, general interruption of telecommunications services, large-scale cyber-attack, or government decision making performance impossible.

The party invoking force majeure must notify the other party as soon as possible, specifying the nature of the event, its foreseeable impact on the performance of the contract and its estimated duration.

Obligations affected by force majeure will be suspended for the duration of the event, without this constituting grounds for termination, unless the situation continues for more than 60 consecutive calendar days, in which case either party may terminate the contract without compensation by giving written notice.

8. General provisions

8.1 Applicable law

This contract and all Customer orders are subject to Belgian law. Any dispute arising out of or in connection with this contract or any Customer order shall be subject to the exclusive jurisdiction of the Brussels Business Court.

8.2 Divisibility

In the event that one or more of the provisions of this agreement or its application is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this agreement and its application shall not in any way be affected or impaired.

Oxygis
Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu

Both parties agree to replace any invalid, illegal or unenforceable provision of this agreement with a valid provision having the same effect and purpose.

8.3 Transfer of ownership

Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party, except in connection with a merger, acquisition or sale of all or a substantial portion of the assets.

8.4 Electronic communications

Unless otherwise stipulated, any contractual communication, including invoices, reminders, renewal notices, notifications or notices of default, may be validly sent electronically to the main e-mail address provided by each party. Each party is responsible for keeping its electronic contact details up to date for the duration of the contract.

Oxygis

Partners SRL
Belgium : Eikelenbergstraat, 20, 1700 Dilbeek - Belgium- Tel: +32 (0)2 736 10 17 - VAT : BE 0872.350.989
France : 130, Boulevard de la Liberté - 59800 Lille - Tel : +33 (0)3 20 13 79 44 - SIREN: 811593730 - VAT: FR 13 811593730
www.oxygis.eu - info@oxygis.eu