LEGAL

General subscription terms

Version 1.5, November 2026

This English version is a translation provided for information. If it differs from the Dutch version, the Dutch version prevails.

BIQSDRIVE 27 Subscription Agreement. General subscription terms for driving schools and training centres (B2B), with Annex A (Service description, SLA and exit), Annex B (Prices, usage and payment), Annex C (Data Processing Agreement) and Annex D (Payment Automation).

Parties

BIQSDRIVE BV, a private limited company (besloten vennootschap) under Belgian law, with its registered office at Kolmen 35 box 1, 3980 Tessenderlo-Ham, registered with the Crossroads Bank for Enterprises under number 1044.893.601, RLE Antwerp, Hasselt division, VAT BE 1044.893.601, email info@biqsdrive.com, which offers the Platform under the name BIQSDRIVE through www.biqsdrive.com (hereinafter **BIQSDRIVE**);

and

the enterprise that registers through the Platform or the BIQSDRIVE website, places an Order or requests a Trial Period and accepts this Agreement, as identified in the Order (hereinafter the **Customer**).

BIQSDRIVE and the Customer are hereinafter referred to together as the **Parties** and individually as a **Party**.

Article 1. Definitions

1.1 In this Agreement, capitalised terms have the following meaning, in both the singular and the plural:

> **Subscription**: the Customer's right to use the Platform in accordance with the chosen Subscription Plan.

> **Subscription Plan**: the combination of the type of plan (for driving schools or for training centres), the features, the number of Active Instructors (only for a plan for driving schools) and the term (Monthly Plan or Annual Plan), as chosen in the Order.

> **Account**: the Customer's environment on the Platform, including the database containing the Customer Data.

> **Activation Date**: the date on which BIQSDRIVE, after the first successful payment, makes the Account available for paid use.

> **Active Instructor**: an instructor or trainer with an active instructor profile in the Platform.

> **AI Agents**: the functions of the Platform that work with artificial intelligence, such as the AI support agent, the admin agent and the planning agent, described in Article 6.9, Annex A.1 and the Documentation.

> **Bank Connection**: the connection of a payment account of the Customer to the Platform through Ponto, the account information service of Isabel NV (Annex D).

> **Administrator**: the User whom the Customer designates as administrator in the Account.

Payment Automation: the module for the automatic follow-up of payments through the Pay. Services and the Bank Connection, described in Annex D.

Payment Service Provider: the third party that BIQSDRIVE uses for the processing of payments, as stated on the payment page of the Account.

Payment Instrument: the SEPA direct debit (SEPA Direct Debit B2B or Core) or the payment card that the Customer registers through the Payment Service Provider.

Payment Incident: (a) any case in which an amount due has not been received in full by the Due Date at the latest, including because a direct debit collection or card payment fails or is refused, and (b) any case in which a payment received is subsequently reversed (storno) or is the subject of a chargeback.

Order: the online order of the Customer stating, among other things, the Subscription Plan, the prices, the chosen Usage Services, the estimated volumes and the start date, as confirmed electronically by BIQSDRIVE; a request for a Trial Period counts as an Order.

Data Export: the export of Customer Data in accordance with Article 13 and Annex A.

Third-Party Services: services of third parties to which the Platform is connected or that are offered through the Platform, such as itsme® (Belgian Mobile ID), the systems of public authorities and exam centres (such as the Departement Mobiliteit en Openbare Werken (the Flemish Department of Mobility and Public Works), Autoveiligheid and SBAT), payment services such as Ponto (Isabel NV) and Pay., and email and text message (SMS) services.

Documentation: the manuals, help texts and product information that BIQSDRIVE makes available online.

Billing Period: the period for which the Licence Fee is due: one calendar month for a Monthly Plan, twelve months for an Annual Plan.

User: a natural person (employee, self-employed contractor or instructor of the Customer) to whom the Customer gives a login for the management environment or the instructor environment on the smartphone.

Registered Payment: a payment as described in Annex D.6 (b).

Annual Plan and Monthly Plan: the term options described in Article 4.

Office Hours: Working Days from 9:00 to 17:00 (Belgian time).

Customer Data: all data, including personal data, that (a) are entered or uploaded into the Platform by or on behalf of the Customer, its Users or Portal Users, or (b) are created by the Platform on the basis of those data or of the use of the Platform by those persons, with the exception of Platform Data.

Licence Fee: the periodic fee for the Subscription according to the Price List: for a plan for driving schools, calculated on the number of Active Instructors; for a plan for training centres, a fixed fee per Billing Period.

Subcontractor: a third party that BIQSDRIVE engages for the performance of its services. A Subcontractor that processes personal data on behalf of the Customer is a Sub-processor.

Training Activity: the activity of the Customer as a driving school or as a training centre, such as courses for professional competence (Code 95), ADR courses and courses for business customers.

Suspension: the temporary blocking of access to the Account in accordance with Article 11.

Pay. Services: the payment services of Pay. (online payments, SoftPOS and payment terminals) under the Customer's own agreement with Pay.

Platform: the software-as-a-service solution BIQSDRIVE 27 for the management of driving schools and training centres, including the management environment, the portals, the instructor environment on the smartphone, the integrations (APIs), the Documentation and all updates, as hosted and made available by BIQSDRIVE.

Platform Fee: the Usage Fee for the Payment Automation (Annex D.6).

Platform Data: (a) technical, operational and security data that BIQSDRIVE generates about the operation of the Platform, such as logs and performance data, and (b) aggregated, anonymised statistics that cannot be traced back to the Customer or to natural persons. Insofar as Platform Data contain personal data, BIQSDRIVE processes them as processor in accordance with Annex C, except for the purposes of Article 14.2. For the improvement and development of the Platform, BIQSDRIVE uses only anonymised data.

Portal User: a natural person who is given access through a portal of the Platform, namely (a) a student, trainee or candidate driver of the Customer, or the supervisor of that student, trainee or candidate driver, or (b) a contact person or participant of a business customer of the Customer.

Price List: the prices and packages of BIQSDRIVE as published at www.biqsdrive.com/en/pricing at the time of the Order or as subsequently amended in accordance with Article 9.

Trial Period: the free trial period referred to in Article 3.7.

Sub-processor: a Subcontractor that processes personal data on behalf of the Customer, as referred to in Annex C.

Support Package: the Essential, Professional or Enterprise package as described in Annex A.4 and the Price List.

Usage Services: services that are charged per unit or as a percentage of an amount (pay-per-use), such as identity verification through itsme®, text messages (SMS), the Payment Automation, the flexi-Dimona declarations (Article 7.7) and the other volume-based services stated in the Price List.

Usage Fee: the fee for Usage Services.

Usage Tranche: a tranche of EUR 750 (excluding VAT) of Usage Fees not yet invoiced, which BIQSDRIVE settles on an interim basis in accordance with Article 10.5.

Due Date: the date by which an amount must be paid at the latest, as determined in Article 10 and Annex B.

Security Deposit: the security referred to in Article 10.6.

Working Day: each day from Monday to Friday inclusive, with the exception of public holidays in Belgium.

Article 2. Subject matter and contract documents

2.1 This Agreement sets out the terms on which BIQSDRIVE makes the Platform available to the Customer as a service, together with the hosting, maintenance, support and Usage Services.

2.2 The Agreement consists of the following documents. In the event of conflict, they take precedence in the following order:

(a) the Order, solely for the Subscription Plan, the prices and expressly stated specific arrangements;

(b) Annex C (Data Processing Agreement), for everything relating to the processing of personal data;

(c) this Subscription Agreement;

(d) Annex A (Service description, SLA and exit), Annex B (Prices, usage and payment) and Annex D (Payment Automation).

2.3 As regards the Platform, this Agreement replaces all previous proposals, quotations and arrangements between the Parties. If the Customer uses a previous version of BIQSDRIVE, the agreement for that previous version continues to apply to it until that agreement ends in accordance with its own terms or with the arrangements in the Order.

2.4 General terms or purchasing terms of the Customer do not apply, not even when the Customer refers to them in a purchase order, invoice or other communication. BIQSDRIVE states this expressly and separately in the online ordering procedure, before acceptance.

2.5 Additional services (such as migration, training, customisation or consultancy) fall under this Agreement only insofar as they are included in the Order or are provided through a Support Package. Otherwise, they are the subject of a separate quotation.

Article 3. Formation, online acceptance and trial period

3.1 The Platform is offered exclusively to enterprises acting in the course of their professional activity. By confirming the Order, the Customer declares that it is an enterprise and is not acting as a consumer.

3.2 The online ordering procedure comprises the following steps:

(a) choice of the Subscription Plan, the Support Package, the Usage Services and the estimated volumes (such as the number of Active Instructors and the expected number of new students or trainees per year);

(b) entry of the company details (name, legal form, registered office, enterprise number, VAT number, Peppol identifier, billing and contact details);

(c) an overview of the Order, in which the Customer can identify and correct input errors before confirmation;

(d) acceptance of this Agreement and its Annexes by ticking a box that is not pre-ticked and confirming the Order;

(e) registration of the Payment Instrument and acceptance of the mandate or the authorisation for recurring payments, at the time of the Order or, after a Trial Period, at activation.

3.3 The Agreement is concluded at the moment BIQSDRIVE confirms the Order electronically. Before acceptance, the Customer can consult, save and print the Agreement and the Annexes on the website. BIQSDRIVE acknowledges receipt of every Order, including a request for a Trial Period, by email without delay, with a summary of the Order and with the Agreement and the Annexes in a format that the Customer can store and reproduce (PDF). If the Customer accepts a newer version at activation (Article 3.11), BIQSDRIVE provides that version to the Customer in the same way. On simple request, BIQSDRIVE provides the Customer with the version that applies to it.

3.4 The natural person who confirms the Order declares that he or she is authorised to bind the Customer. That person does not thereby become personally bound.

3.5 BIQSDRIVE records the acceptance (date, time, Account, username, IP address and version of the Agreement). Between the Parties, this record serves as evidence of the acceptance and of the content of the accepted version, unless proven otherwise.

3.6 BIQSDRIVE may refuse an Order. It may also make activation conditional on successful verification of the Payment Instrument and the company details, on the provision of a Security Deposit in accordance with Article 10.6, or on both. BIQSDRIVE may, in particular, refuse the Order or attach such conditions to activation, separately or together, where previous claims against the Customer remained unpaid.

3.7 **Trial Period.** BIQSDRIVE may offer a free Trial Period of fourteen (14) calendar days. The Customer requests it through the website, chooses the Subscription Plan that will apply after the Trial Period and accepts this Agreement in accordance with Article 3.2 (d). No Payment Instrument is required for the Trial Period. Each enterprise may benefit from no more than one Trial Period; BIQSDRIVE may refuse or end a Trial Period in the event of abuse.

3.8 **During the Trial Period:**

(a) use of the Platform is free of charge;

(b) no Usage Services are available, with the exception of the creation of new files (digital file fee according to the Price List), which is free of charge during the Trial Period; the AI usage that, according to the Price List, is included with each new file is available, but AI usage above that budget is not. The AI support agent is available during the Trial Period as provided in Annex A.4 and does not count towards that budget;

(c) the Customer may end the Trial Period at any time free of charge through the Account or by email to info@biqsdrive.com;

(d) the Customer may take a Data Export at any time;

(e) with a plan for driving schools, the Customer may use no more than two (2) Active Instructors, or the higher number that BIQSDRIVE states at the time of the request.

3.9 **Activation.** To continue using the Platform after the Trial Period, the Customer registers a Payment Instrument. The chosen Subscription Plan takes effect on the Activation Date. The Customer may change the chosen Subscription Plan until activation.

3.10 **No activation.** If the Customer has not registered a Payment Instrument by the end of the Trial Period, access to the Account is blocked. If the Customer does not activate the Subscription within thirty (30) calendar days after the end of the Trial Period, or if it ends the Trial Period, the Agreement ends automatically by operation of law and without charge. BIQSDRIVE keeps the data of the Trial Period for a further thirty (30) calendar days after the end of the Agreement; during that period the Customer may request a Data Export via info@biqsdrive.com. BIQSDRIVE then erases those data, and copies in backups no later than thirty-five (35) calendar days after the end of that period, in accordance with Article 13.3 (c) and (d).

3.11 **Version at activation.** If, when requesting a Trial Period or signing up for a waiting list, the Customer accepted an earlier version of this Agreement, the Customer accepts at activation, in accordance with Article 3.2 (d), the version that applies at that time; without that acceptance, there is no activation.

Article 4. Subscription plans, term and termination

4.1 In the Order, the Customer chooses a Monthly Plan or an Annual Plan. The Annual Plan entitles the Customer to the discount stated in the Price List.

4.2 **Monthly Plan.** The Monthly Plan runs per calendar month and is tacitly renewed each time for one calendar month. The first Billing Period runs from the Activation Date to the end of that calendar month (pro rata). The Customer may terminate the Monthly Plan at any time through the Account or by email to info@biqsdrive.com. The termination takes effect at the end of the calendar month following the month in which notice was given.

4.3 **Annual Plan.** The Annual Plan has an initial term of twelve months from the Activation Date and is tacitly renewed each time for twelve months, unless the Customer gives notice of termination through the Account or by email no later than thirty (30) calendar days before the end of the current period, or BIQSDRIVE gives notice of termination in accordance with Article 4.6. No later than sixty (60) calendar days before each renewal, BIQSDRIVE reminds the Customer by email of the renewal date, the option to terminate and the price that applies after renewal.

4.4 **Change of plan.** The Customer may switch from a Monthly Plan to an Annual Plan at any time; a new period of twelve months then begins. A switch from an Annual Plan to a Monthly Plan takes effect at the end of the current period. An extension (upgrade) of the Subscription Plan is possible at any time and is charged pro rata. A reduction (downgrade) takes effect from the next Billing Period. The Support Package may be changed per calendar month in accordance with Annex A.4.

4.5 **Early termination of an Annual Plan by the Customer.** Without prejudice to Article 4.3, the Customer may terminate an Annual Plan early at any time with a notice period of two (2) months from the notice, including in order to switch to another provider or to its own infrastructure, or to have its data erased (Article 13). In that case:

(a) the Licence Fee remains due until the end of the notice period;

(b) the Customer pays an early termination fee equal to the Annual Plan discount granted over the elapsed months (the difference between the Monthly Plan price and the Annual Plan price per month, multiplied by the number of elapsed months, notice period included). This fee never exceeds the Licence Fee for the remaining term after the notice period;

(c) BIQSDRIVE refunds the prepaid Licence Fee for the months after the end of the notice period, after set-off against the fee under (b) and against other amounts due and payable.

> The fee under (b) is not a switching charge: it only compensates for the benefit of the Annual Plan discount for a term that is not served in full. It is disclosed in advance in the Price List.

4.6 **Termination by BIQSDRIVE without fault of the Customer.** BIQSDRIVE may terminate a Monthly Plan with a notice period of three (3) months, and an Annual Plan with effect from the end of the current period, provided that notice is given no later than ninety (90) calendar days in advance. If BIQSDRIVE permanently discontinues the Platform, the notice period is at least six (6) months and BIQSDRIVE refunds the prepaid Licence Fee for the period after the discontinuation.

4.7 **Termination for breach.** Without prejudice to the specific rules on Payment Incidents in Article 11, either Party may terminate the Agreement with immediate effect by written notice (including by email) describing the breaches, if the other Party commits a serious breach and fails to remedy it within thirty (30) calendar days after a written formal notice of default. Either Party may also terminate the Agreement if the other Party ceases its activities or goes into liquidation, insofar as mandatory provisions of Book XX of the Belgian Code of Economic Law (insolvency) do not preclude this. If the Customer terminates the Agreement because of a breach by BIQSDRIVE, BIQSDRIVE refunds the prepaid fees for the period after the end date within thirty (30) calendar days.

4.8 **Consequences of termination.** Upon termination, the Customer's right of use ends on the end date, without prejudice to the transition and retrieval period of Article 13. All outstanding amounts become due and payable. Except where this Agreement expressly provides for a refund, fees already paid are not

refunded. Articles 3.10, 4.8, 10, 11.5, 11.9, 13, 14, 15, 16, 18, 22, 24, 25, 26 and 27, the applicable provisions of Annex C, and Annex D.6 and D.7 (c), (e), (f) and (h) survive termination.

Article 5. Right of use

5.1 BIQSDRIVE grants the Customer, for the duration of the Agreement, a non-exclusive, non-transferable and non-sublicensable right to use the Platform via the internet for the internal business operations of its Training Activity, including the provision of services to its students, trainees and business customers through the portals.

5.2 Each User has a personal login; logins may not be shared. The number of Users and branches is unlimited, unless the Price List provides otherwise. For a plan for driving schools, the Licence Fee is calculated on the number of Active Instructors; for a plan for training centres, it is a fixed fee, regardless of the number of trainers, Users and branches. Portal Users are not charged separately, unless the Price List provides otherwise.

5.3 The Customer may not:

(a) make the Platform available to third parties, other than Portal Users within the functionality provided;

(b) decompile, reverse engineer or copy the Platform, except in the cases and within the limits that the law mandatorily permits;

(c) circumvent security, access or licence controls;

(d) extract data from the Platform by automated means outside the export functions and APIs made available (scraping);

(e) use the Platform for unlawful purposes, for unsolicited commercial communications or to upload malicious code;

(f) use APIs above the reasonable limits stated in the Documentation.

5.4 **Counting of Active Instructors.** The Licence Fee is due for the highest number of Active Instructors on any single day in the Billing Period. BIQSDRIVE invoices in advance on the basis of the number of Active Instructors on the invoice date. If the number of Active Instructors on a day of the Billing Period is higher than the number invoiced in advance, the Licence Fee is due pro rata for each Active Instructor above that number from the first day of the Billing Period on which that higher number was reached until the end of that period, even if the number decreases again later in that period; BIQSDRIVE invoices that amount in accordance with Article 10.3. If the Customer deactivates an instructor profile and activates another, without the number on any single day exceeding the number invoiced in advance, no additional fee is due. Deactivating an instructor profile reduces the Licence Fee from the next Billing Period, and for an Annual Plan from the next renewal. This Article applies only to a plan for driving schools.

5.5 BIQSDRIVE may immediately and temporarily block the access of a User, or access via an API key, in the event of a serious threat to the security or integrity of the Platform, or in the event of manifest abuse. BIQSDRIVE limits such a measure to what is necessary and informs the Customer without delay.

Article 6. Services provided by BIQSDRIVE

6.1 BIQSDRIVE hosts the Platform and makes it available in accordance with the availability target and the support arrangements of Annex A.

6.2 BIQSDRIVE performs corrective, adaptive and evolutionary maintenance. Updates within the chosen Subscription Plan are included. New modules that are offered separately in the Price List are not.

6.3 Scheduled maintenance is announced at least 48 hours in advance and is carried out as far as possible outside Office Hours, as provided in Annex A. Urgent security interventions may take place without prior announcement.

6.4 BIQSDRIVE may further develop the Platform. If a change materially reduces an essential feature that the Customer uses, BIQSDRIVE notifies the Customer of this at least sixty (60) calendar days in advance. The Customer may then terminate the Agreement free of charge before the effective date of the change, with a refund of the prepaid Licence Fee for the period after the end date. This does not apply to changes imposed by law, a public authority or a Third-Party Service (such as an exam centre); BIQSDRIVE notifies the Customer of those as soon as possible.

6.5 BIQSDRIVE makes a daily backup of the Customer Data and keeps backups in accordance with Annex A. Backups serve for recovery after incidents and are not an archiving service for the Customer.

6.6 **Migration to BIQSDRIVE.** If the Order includes a migration, the Customer instructs BIQSDRIVE to transfer its data from a previous version of BIQSDRIVE, or to receive them from its previous supplier, and to upload them into the Platform. In the case of another supplier, the Customer itself gives the necessary instruction to that supplier. Assistance with a switch to BIQSDRIVE is free of charge, unless the Order provides otherwise. The Customer checks the result within fifteen (15) calendar days after delivery.

6.7 BIQSDRIVE may engage Subcontractors and remains responsible towards the Customer for their performance. In addition, Annex C applies to Sub-processors.

6.8 Unless this Agreement expressly guarantees a result (such as the daily backup, the time limits for Data Export and the response time for support tickets), BIQSDRIVE undertakes an obligation of means (best-efforts obligation) and performs its services with the care of a professional SaaS provider.

6.9 **AI Agents.** The AI Agents answer questions, look up data within the permissions of the User, flag issues and make proposals. The Platform clearly indicates that the User is communicating with an AI system. The answers and proposals of the AI Agents are generated automatically and may be incorrect or incomplete: they are proposals that the Customer checks before acting on them, and the decision remains with the Customer and its Users. The AI Agents are intended to support administration, planning and support. The planning agent makes planning proposals on the basis of objective planning data, such as availability, location, vehicle, licence category, language and the instructor of previous lessons. It does not assess the learning results of students or trainees, nor the performance or behaviour of instructors or trainers. The Customer does not use them as the sole basis for decisions that produce legal effects concerning natural persons or otherwise significantly affect them, nor to decide on admission to a course or an exam, to assess learning results or to evaluate the performance or behaviour of its staff, instructors or trainers. The Customer takes measures to ensure that its Users have a sufficient level of AI literacy (Article 4 of Regulation (EU) 2024/1689, the AI Act). If, as soon as the Platform allows it, the Customer has an AI Agent carry out tasks itself through permissions, this takes place only within the permissions that the Customer sets; the Customer remains responsible for that choice and for the supervision of the tasks carried out.

6.10 **HR and time tracking.** With the HR and time tracking module, the Customer manages the data of the instructors, trainers and other persons who work for it (hereinafter the staff members): their contract data, such as the type of contract, the start and end date and the number of hours per week, their work schedules, the public holidays and closure days, their availability, their leave entitlements, their leave requests and their absences and the decisions on them, and, where the Customer switches on time tracking, the start and end of their working time, which the staff members record themselves in the Platform, including on their smartphone, or confirm on the basis of the planning. The Platform includes approved leave in the planning according to the settings of the Customer. Those data and the flexi-Dimona declarations of Article 7.7 are Customer Data. Where a User adds, changes or deletes working time, the Platform keeps the original and the new times, the User, the time of the change and any comment in the history of the staff member. The Platform keeps the data of a staff member for as long as the Customer keeps them in the Platform; at the end of the Agreement, Article 13.3 applies. Where the Customer has the

data of a staff member who is no longer active erased, the Platform immediately erases that staff member's name, contact details and free texts, such as comments on leave and working time and notes, and keeps the other data of the module, including absences due to illness, without that identification, until five (5) years after the end date of the staff member's contract, or after the date of the erasure where the Customer has not entered an end date, in view of the retention periods of social law; the Platform erases them thereafter. The Platform keeps the flexi-Dimona declarations of Article 7.7 with the responses of the RSZ for five (5) years from the day after the last day of the work or of the period to which they relate, and erases them thereafter. The Platform does not use biometric data for time tracking and does not record or track the location of the staff members. In the case of an absence due to illness, the Platform records only the fact, the period and the date on which the Customer received the certificate; the Customer does not enter a diagnosis or other medical data and does not upload medical certificates. The Platform shows the type of absence only to the staff member concerned and to the Users to whom the Customer grants that right; other Users only see that the staff member is absent or unavailable, and the Portal Users only see that a time slot is not free. BIQSDRIVE is not a social secretariat: the Platform does not calculate wages, statutory leave entitlements, holiday pay, overtime or allowances; a leave balance in the Platform is only the leave entitlement that the Customer enters, less the approved leave, and the difference between planned and worked time is only a calculation. As employer or principal, the Customer remains responsible for compliance with employment law and social security law, including for assessing whether the time tracking in the Platform is sufficient for its legal obligations, such as the recording of the work of part-time employees and flexi-job workers, for informing its staff members, for consulting their representatives and adapting its work rules where necessary, for assessing whether the use of the module is compatible with the status of self-employed contractors, for the decision to have the data of a staff member erased, and for keeping the data after the end of the Agreement or after the period of five (5) years where a statutory retention period requires this (Articles 8.1 (e) and 13.5).

6.11 **Leads (CRM).** With the Leads (CRM) module, the Customer manages the data of persons who show an interest in its training and are not yet customers (hereinafter the leads): their identification and contact data, their question and interest, the origin and campaign data of their request, their choice on cookies, the follow-up by the Customer and the messages that the Platform sends them automatically according to the settings of the Customer. A lead is created when a User enters it, when someone submits the Customer's inquiry form or when someone enters their personal data in the Customer's online enrolment, even if they do not complete the enrolment. Those data are Customer Data. The Platform closes an open lead without activity after the period set by the Customer, thirty (30) calendar days by default, and anonymises a closed lead after the period set by the Customer, twenty-four (24) months by default: it then erases the lead's identification and contact data, question, notes, click IDs and history, and keeps, without that identification, only the data needed for the Customer's figures. Where a lead becomes a customer, that person's data as a customer follow the rules for the other Customer Data. The Customer is responsible for the legal basis of the processing and of the automatic follow-up messages, for informing the leads and for compliance with the rules on advertising by electronic mail, such as Book XII of the Code of Economic Law and the Royal Decree of 4 April 2003 regulating the sending of advertising by electronic mail; every automatic follow-up email contains an unsubscribe link.

Article 7. Third-Party Services and integrations

7.1 The Platform is connected to Third-Party Services. Their availability, operation and terms are beyond the control of BIQSDRIVE. BIQSDRIVE makes efforts to keep the integrations working and to adapt them to changes made by the third party, but is not responsible for interruptions or changes of Third-Party Services. If BIQSDRIVE itself engages a Third-Party Service as a Subcontractor (such as the text message service or its own Payment Service Provider), Article 6.7 continues to apply. Isabel NV and Pay. are not Subcontractors for their payment services: the Customer concludes its own agreement with them for those services (Annex D). For the processing of Customer Data, they are Sub-processors (Annex C).

7.2 For some Third-Party Services (such as access to the systems of a public authority or an exam centre), the Customer must itself have the required approval, access codes or agreement. The Customer remains responsible for the accuracy of the data that it transmits through an integration and for compliance with the terms of that third party.

7.3 If a Third-Party Service changes its price, terms or technical requirements, or discontinues the service, BIQSDRIVE may adjust the relevant Usage Fee or functionality accordingly, subject to notice to the Customer at least thirty (30) calendar days in advance, or a shorter period if the third party imposes one. The Customer may then discontinue the relevant Usage Service free of charge.

7.4 **Identity verification (itsme® and eID card reader).** The Customer determines whether, and for which students or trainees, an identity verification takes place and ensures a valid legal basis. Belgian Mobile ID itself acts as a separate controller for the itsme® service. BIQSDRIVE requests only the identity attributes listed in Annex C. The national register number is requested through itsme® only if the Customer is legally authorised to do so, such as an approved driving school for the certificates and exams for which the regulations require it. The Customer declares at the time of the Order whether it is so authorised and on what basis; BIQSDRIVE enables the request only on the basis of that declaration. The Customer reports without delay when that authorisation lapses. If the Customer reads the electronic identity card with a card reader in order to include the data in the Platform, for example at an enrolment at the front desk, it does so only with the free, specific and informed consent of the holder and offers an alternative for which the identity card is not read, in accordance with Article 6, § 4, of the Act of 19 July 1991 on population registers, identity cards, foreigners' cards and residence documents; in doing so, it reads only the data that it needs (Article 5(1)(c) GDPR). The Customer uses the national register number and the photo of the holder only if it is authorised to do so by or pursuant to an act, a decree or an ordinance.

7.5 **Payment Automation.** Annex D applies to the Bank Connection, the Pay. Services and the payment terminals.

7.6 **Reviews and surveys.** In the Platform, the Customer may connect review and survey services of third parties, such as Tally, Klantenvertellen and Google (the Customer's Google Business Profile), and determines which persons receive an invitation, and at what time, for a review or a survey with those Third-Party Services. For this purpose, the Customer itself has an account with, or an agreement with, those Third-Party Services and accepts their terms and policies, including on requesting reviews; Article 7.2 applies. BIQSDRIVE sends the invitations by email from the Platform on the instructions of the Customer (Annex C, Article C.2) and keeps the data of the invitations, such as the recipient, the time, the Third-Party Service and the status, and the opt-outs from invitations for reviews as Customer Data. The invitation contains the link to the review page or the form of the Customer with the Third-Party Service. For an invitation for Tally or Klantenvertellen, BIQSDRIVE, on the instructions of the Customer, also passes the name and email address of the recipient to that Third-Party Service through the invitation, insofar as that Third-Party Service allows this, so that it can take them over; for Google, the invitation contains only the link to the review page. An invitation for a review always contains a link with which the recipient can opt out of further invitations for reviews free of charge; BIQSDRIVE records that opt-out and no longer sends that recipient invitations for reviews on behalf of the Customer. An invitation for a survey does not contain that link, because a survey may be mandatory, such as an evaluation imposed by a public authority. These Third-Party Services are not Subcontractors or Sub-processors of BIQSDRIVE: they process the data that BIQSDRIVE passes on to them on the instructions of the Customer, and whatever a recipient fills in or publishes with them, in accordance with their agreement with the Customer or as a separate controller. The Customer determines whether, when, to whom and with what content invitations are sent, and remains responsible for the legal basis, including for passing on the name and email address to the Third-Party Service, for the information to the recipients, for the handling of an objection by a recipient to a survey, for compliance with the rules on advertising by electronic mail (Book XII of the Code of Economic Law) and on consumer reviews (Book VI of the Code of Economic Law), and for compliance with the

policy of the Third-Party Service. If the Customer disconnects an integration or the Agreement ends, the Platform no longer sends invitations for that Third-Party Service; the Customer's agreement with that Third-Party Service is not affected.

7.7 **Dimona declarations.** This Article applies as soon as the flexi-Dimona declarations are available in the Platform and the Customer activates them through the Platform. The Platform makes only immediate declarations of employment (Dimona) for flexi-job workers (hereinafter the flexi-Dimona declarations) and no Dimona declarations for other employees. As employer, the Customer itself sets up, in accordance with the procedure of the National Social Security Office (Rijksdienst voor Sociale Zekerheid, RSZ), its own technical access to the Dimona web service of the RSZ, such as an account with the authorisation for Dimona in the social security channel management (Chaman), and registers that access in its Account. The Customer instructs BIQSDRIVE, using that access, through the Platform, in the Customer's name and on its instructions, to submit, amend and cancel the flexi-Dimona declarations with the RSZ for the flexi-job workers for whom the Customer sets this up in the Platform; BIQSDRIVE does not use its own access to the RSZ for this purpose. BIQSDRIVE performs those acts as processor of the Customer (Annex C); the Customer remains the employer and bears final responsibility for the declarations. The Customer keeps its access valid and up to date for as long as BIQSDRIVE must submit the declarations, including by keeping an access manager appointed, retaining the authorisation for Dimona and renewing a certificate in good time, and withdraws the access for the Platform at the end of the Agreement or when it stops the Dimona declarations through the Platform; Article 7.2 applies. BIQSDRIVE stores the data of that access, such as the identification of the account and the keys and certificates, encrypted and separated per customer, uses them only for the flexi-Dimona declarations of the Customer, the follow-up of the responses of the RSZ and the verification of the access, and erases them at the end of the Agreement or when the Customer stops the Dimona declarations through the Platform. The Platform prepares, amends or cancels the declarations on the basis of the planning, the time records and the data and settings of the Customer, shows the response of the RSZ and reports a negative response, a rejection or an error to the Customer. The Customer is responsible for the accuracy and completeness of the data that it enters, such as the employment status, the social security identification number (INSZ) and the framework agreement; for assessing whether a staff member meets the conditions for a flexi-job, including whether flexi-jobs are permitted in its sector; for compliance with the time limits for the declarations; for checking the declarations and the responses of the RSZ and following up a negative response, a rejection or an error; for coordination with its social secretariat or another service provider, so that the same employment is not declared twice or inconsistently; and for its other obligations as employer, such as the employment contracts, the payroll calculation and the quarterly declaration (DmfA). If the Customer's access is not valid, if the Platform or the services of the RSZ are not available, or if the RSZ has not accepted a declaration in time, the Platform reports this to the Customer, insofar as possible, and the Customer makes the declaration itself by another means that the RSZ permits, such as its emergency procedure. The flexi-Dimona declarations are a Usage Service; the fee and the unit charged are set out in Annex B.2. They are not available during the Trial Period (Article 3.8 (b)). During a Suspension (Article 11.3) and during a suspension of the Usage Services (Article 10.5 (c)), by way of derogation from those Articles, the Platform continues to submit, amend and cancel the flexi-Dimona declarations, and the fee for the flexi-Dimona declarations charged remains due and payable (Annex B.2). Because the Users have no access during a Suspension (Article 11.3 (b)), the Platform then makes the declarations on the basis of the planning and the settings as they were at the start of the Suspension: the shifts that are in the planning at that time for the flexi-job workers for whom the Customer has set up the flexi-Dimona declarations in the Platform are deemed confirmed, except for the shifts for which a User to whom the Customer grants that right held back the declaration before the start of the Suspension, and for the confirmed shifts the Platform automatically submits the declaration of the start of employment (Dimona IN) before the start of the shift. The Platform then reports a negative response, a rejection or an error to the Customer by email, and the Customer itself makes any amendments and cancellations that deviate from this by another means that the RSZ permits. After the end of the Agreement, BIQSDRIVE no longer makes any

declarations. BIQSDRIVE undertakes an obligation of means for the declarations (Article 6.8) and is not responsible for the availability, the processing time or the response of the RSZ. The RSZ is not a Subcontractor or Sub-processor of BIQSDRIVE: it receives the data as a public authority on the basis of the legal obligations of the Customer.

7.8 **Advertising platforms (Google and Meta).** With the Leads (CRM) module, the Customer may set up its own Google tag and its own Meta Pixel in the Platform for its online enrolment and its inquiry form, and instruct BIQSDRIVE to also report requests from leads and enrolments from the server to Meta, through the Conversions API, and to Google Ads, as offline conversions. For this purpose, the Customer itself has an account with Google and Meta, itself accepts their terms and itself connects its account; Google and Meta are Third-Party Services and not Sub-processors of BIQSDRIVE. As long as the Customer does not set up a tag, the Platform does not load any script of Google or Meta. If it sets one up, the Platform shows the visitor a consent banner with equally visible choices to reject all, choose or accept all, and loads the scripts only after the visitor's answer: the Google tag after consent for statistics or marketing, the Meta Pixel only after consent for marketing. The Platform reads the advertising cookies of Google and Meta only with consent for marketing and reports a lead or an enrolment from the server only where the data subject has given consent for marketing. In doing so, it only passes on: the type of event, the time, an event ID, the value of the enrolment according to the settings of the Customer, the order number, the click IDs and advertising cookies of that service, the email address and the telephone number and, to Meta, also the name, in each case in hashed form (SHA-256), and, to Meta, the IP address, the browser and the page. The Platform keeps the IP address, the browser and the page only until the report has been sent or has finally failed. The Customer is responsible for the legal basis, for informing the data subjects, including in its privacy statement and its cookie policy, for its arrangements with Google and Meta on their role as processor or as joint or separate controller, and for any transfer of data outside the European Economic Area by those services.

Article 8. Obligations of the Customer

8.1 The Customer undertakes:

(a) to provide correct and complete information and to update changes (including to billing and contact details and the Peppol identifier) in the Account within fifteen (15) calendar days;

(b) to enter only Customer Data that it may lawfully process, and to give its Users and Portal Users the required information;

(c) to keep login details confidential, to activate multi-factor authentication where the Platform offers it, and to report misuse immediately;

(d) to ensure a suitable IT environment, a suitable internet connection and a supported browser;

(e) to comply itself with its statutory retention and archiving obligations, including by taking a Data Export in good time;

(f) after activation, to maintain a valid Payment Instrument with sufficient funds and to renew it before it expires (for example, in the case of a card);

(g) to designate a point of contact and a billing contact;

(h) to deactivate in good time the instructor profiles of instructors who are no longer active.

8.2 The Customer is responsible for the acts of its Users as if they were its own acts.

Article 9. Prices and price adjustments

9.1 The prices are stated in the Order and the Price List, in euros, excluding VAT and other levies, which are borne by the Customer.

9.2 The Licence Fee is a periodic fee per Billing Period, due regardless of actual use: per Active Instructor for a plan for driving schools, and a fixed fee for a plan for training centres.

9.3 The Usage Fee is calculated per unit or as a percentage according to the Price List, on the basis of the records in the Platform. The Customer can consult its usage in the Account at any time. The records of BIQSDRIVE serve as evidence, unless proven otherwise.

9.4 **Support Packages and services.** The fee for the Support Package and the rates for services are set out in the Price List. The fee for a paid Support Package is invoiced in advance per calendar month, even with an Annual Plan. Services that are not included in the Support Package are charged per quarter of an hour or part thereof at the quarter-hour rates of the chosen Support Package according to the Price List and are invoiced per calendar month in arrears. One-off fees (such as onboarding and training) are stated in the Order.

9.5 **Indexation.** The Licence Fee, the fee for Support Packages and the Usage Fees (with the exception of passed-on costs of Third-Party Services, to which Article 7.3 applies, and of the Platform Fee) are adjusted annually on 1 January according to the formula P = P0 x (0.2 + 0.8 x S / S0). In this formula, P is the new price, P0 the price that applied before the adjustment, S the Agoria Digital index for the month of November before the adjustment, and S0 the Agoria Digital index for the month of November before the previous adjustment or, for the first adjustment, for the month of the Order. The first adjustment takes place on the first 1 January that falls at least twelve (12) months after the Order. The price resulting from a change under Article 9.6 counts as the new price P0; S0 is then the Agoria Digital index for the month in which that change was notified. For an Annual Plan, the adjusted price applies from the first Billing Period that begins after that 1 January. The adjustment may lead either to an increase or to a decrease and is notified to the Customer at least thirty (30) calendar days in advance.

9.6 **Other price changes.** BIQSDRIVE may change the Price List for a valid reason, such as a change in the cost structure, the addition of functionality or a change in the offering, subject to notice to the Customer at least sixty (60) calendar days in advance. For an Annual Plan, the change only takes effect at the next renewal. For a Monthly Plan, it takes effect no earlier than the first day after the expiry of that period. A Customer that does not accept the change may terminate the Agreement free of charge before the effective date.

9.7 Discounts and promotions apply only for the stated period and under the stated conditions.

Article 10. Invoicing and payment

10.1 **Payment Instrument.** Paid use of the Platform requires a valid Payment Instrument. For this purpose, the Customer gives BIQSDRIVE and its Payment Service Provider:

(a) for SEPA direct debit: a mandate under the SEPA B2B scheme or, if the Customer's bank does not offer that scheme, under the SEPA Core scheme; under the B2B scheme, the Customer confirms the mandate with its own bank;

(b) for payment by card: consent to store the card details with the Payment Service Provider and to execute payments initiated by BIQSDRIVE;

> in each case for all amounts due under this Agreement, both fixed amounts (Licence Fees and Support Packages) and variable amounts (additional Active Instructors, Usage Fees, interim settlements, services, Security Deposit, interest and compensation), according to the schedule of Annex B.

10.2 **Licence Fee: in advance.** The Licence Fee is invoiced in advance, no later than five (5) calendar days before the start of each Billing Period. The Due Date is the first day of the Billing Period; collection takes place on or around that day. The Licence Fee for the first Billing Period is collected at the time of the Order

or, after a Trial Period, at activation; the Account is made available for paid use after successful payment. For an Annual Plan, the Licence Fee is invoiced in advance for twelve months at a time.

10.3 **Usage and services: in arrears.** The Usage Fee, the pro rata fee for additional Active Instructors and the services are invoiced per calendar month in arrears within the first three (3) Working Days of the following month. The Due Date is five (5) calendar days after the invoice date; collection takes place on the Due Date. BIQSDRIVE may combine these amounts and the Licence Fee on one invoice and in one collection; in that case, the Due Date of this Article applies to the whole.

10.4 **Prior notification.** The invoice, delivered by email, through the Account or via Peppol, serves as prior notification of the amount and the date of the collection. The Parties agree that this notification may be given at least two (2) calendar days before the collection, by way of derogation from the standard period of fourteen (14) calendar days under the SEPA rules.

10.5 **Usage Tranches and interim settlement.**

(a) Each time the Usage Fees not yet invoiced reach a Usage Tranche of EUR 750 (excluding VAT), BIQSDRIVE invoices that tranche on an interim basis and collects the amount through the Payment Instrument (payment card or SEPA direct debit). The Due Date is two (2) calendar days after the invoice date.

(b) The balance below EUR 750 is invoiced at the end of the month in accordance with Article 10.3.

(c) If an interim settlement fails, BIQSDRIVE may, after notifying the Customer, suspend the Usage Services until the payment has been received, with the exception of the flexi-Dimona declarations, which continue in accordance with Article 7.7 and for which the fee remains due and payable. The rest of the Platform remains available, without prejudice to Article 11.

(d) After a Payment Incident, BIQSDRIVE may apply a smaller Usage Tranche for that Customer, subject to notice. The Customer may request a larger Usage Tranche; BIQSDRIVE may make this conditional on a Security Deposit.

10.6 **Security Deposit.** BIQSDRIVE may request a Security Deposit of no more than one (1) times the estimated monthly Usage Fee (calculated in accordance with Annex B), in the following cases:

(a) at the time of the Order or activation, where (i) the Customer has no payment history with BIQSDRIVE and its estimated monthly Usage Fee exceeds EUR 750, (ii) the Customer has only a SEPA Core mandate, or (iii) previous claims of BIQSDRIVE against the Customer remained unpaid;

(b) at any time during the Agreement, after a Payment Incident that was not regularised within the period of Article 11.2, or after two Payment Incidents within twelve (12) months;

(c) at any time during the Agreement, where objective elements indicate a serious deterioration in the creditworthiness of the Customer, such as overdue social security or tax debts, attachment or protest.

> The Security Deposit is payable within ten (10) calendar days of the request, through the Payment Instrument. It does not bear interest. After notifying the Customer, BIQSDRIVE may apply the Security Deposit to amounts that are unpaid on their Due Date; the Customer then tops it up within ten (10) calendar days. BIQSDRIVE refunds the Security Deposit within thirty (30) calendar days after the end of the Agreement, after set-off of outstanding amounts, or earlier after twelve (12) consecutive months without a Payment Incident. Failure to pay the Security Deposit on time is a Payment Incident.

10.7 **Invoices.** BIQSDRIVE invoices electronically, via Peppol where the law requires it, and also makes the invoices available in the Account. The Customer provides BIQSDRIVE with its correct Peppol identifier.

10.8 **Disputes.** The Customer disputes an invoice in writing (email or support ticket), stating its reasons, within fifteen (15) calendar days after the invoice date. After that period, the invoice is deemed to have been accepted, unless proven otherwise. The undisputed part remains payable on the Due Date.

10.9 **Reversals.** The Customer will not request a refund (storno) or chargeback of amounts that are due and are not disputed in good faith. If the Customer nevertheless does so, this counts as a Payment Incident and the actual costs of the bank and the Payment Service Provider are borne by the Customer.

10.10 **Late payment.** In the event of non-payment on the Due Date, the Party owing the amount is in default by operation of law and without formal notice of default. The unpaid amount is then increased, by operation of law and without formal notice of default, by (a) the interest provided for in the Act of 2 August 2002 on combating late payment in commercial transactions, and (b) fixed compensation for recovery costs of ten per cent (10%) of the unpaid amount, with a minimum of forty euros (EUR 40), without prejudice to the right to compensation for higher, demonstrated reasonable recovery costs. This applies to the Customer and to BIQSDRIVE, including for refunds that BIQSDRIVE owes.

10.11 Payments are allocated first to costs, then to interest and compensation, and then to the oldest outstanding principal.

10.12 A complaint does not suspend the payment obligation. The Customer may only suspend payment of (a) the part of an invoice that it disputes in good time and in good faith in accordance with Article 10.8, and (b) in the event of a serious breach by BIQSDRIVE that it has reported in writing, the part of the fee that corresponds to that breach, until the breach has been remedied.

10.13 **Refunds.** BIQSDRIVE makes every refund provided for in this Agreement within thirty (30) calendar days after the date on which the Agreement or the relevant part ends or, if later, after the right to the refund arises. The last day of that period counts as the Due Date for the purposes of Article 10.10.

Article 11. Payment Incidents, suspension and dissolution

11.1 **Notification and new attempt.** In the event of a Payment Incident, BIQSDRIVE immediately notifies the Customer by email (billing contact and Administrator) and with a notification in the Account, and makes a new collection attempt within three (3) Working Days. In the meantime, the Customer may pay via the payment link in the notification or register another Payment Instrument.

11.2 **Formal notice of default with a ten-day period.** If the amount has not been received in full three (3) Working Days after the first notification, BIQSDRIVE sends the Customer, by email and in the Account, a formal notice of default stating:

(a) the outstanding amount and the invoices concerned;

(b) a period of ten (10) calendar days to pay, counting from the day after receipt of the formal notice of default in accordance with Article 24.2;

(c) the payment options;

(d) the express warning that, after that period has expired, BIQSDRIVE will suspend access to the Account, and may subsequently dissolve the Agreement.

11.3 **Suspension.** If the amount has not been paid in full after the period of Article 11.2 has expired, BIQSDRIVE may suspend access to the Account. During the Suspension:

(a) the Customer Data remain stored unchanged and securely; they are not erased;

(b) Users and Portal Users have no access, with the exception of the Administrator's access to the payment page and to the management of the Payment Instrument;

(c) the Customer may request a Data Export, which BIQSDRIVE makes available within five (5) Working Days;

(d) integrations with Third-Party Services are paused, including the Payment Automation and with the exception of the flexi-Dimona declarations, which continue in accordance with Article 7.7; the Customer's agreement with Pay. and its payment terminals continue to work (Annex D.8); the

Customer remains responsible for fulfilling its obligations towards third parties (such as public authorities and exam centres) through other channels;

(e) the Licence Fee and the service fee for payment terminals remain due, and the fee for the flexi-Dimona declarations charged that BIQSDRIVE submits during the Suspension (Article 7.7 and Annex B.2) remains due and payable.

11.4 **Reactivation.** BIQSDRIVE reactivates the Account no later than the Working Day after receipt of full payment of all amounts due and payable, including interest and compensation, and, if BIQSDRIVE has requested a Security Deposit in accordance with Article 10.6, after receipt of that Security Deposit.

11.5 **Dissolution.** If the Customer has not paid all amounts due and payable within thirty (30) calendar days after the start of the Suspension, BIQSDRIVE may dissolve the Agreement by operation of law and without judicial intervention, by a notice by email stating the breach. An additional formal notice of default is not required; the formal notice of default of Article 11.2 suffices. Upon dissolution:

(a) all outstanding amounts, including the Licence Fee up to the date of dissolution, become immediately due and payable;

(b) the Customer owes fixed damages equal to what it would have had to pay if it had itself terminated the Agreement on the date of dissolution: for a Monthly Plan, the Licence Fee until the end of the calendar month following the dissolution (Article 4.2); for an Annual Plan, the Licence Fee for the two (2) months following the date of dissolution (Article 4.5 (a)), plus the fee of Article 4.5 (b), calculated as if notice of termination had been given on the date of dissolution. Prepaid Licence Fees for the period after the dissolution are set off against those damages; any balance is refunded;

(c) the retrieval period of Article 13.3 (c) starts on the date of dissolution or, if the Customer requests a transition period (Article 13.3 (b)), at the end of that transition period. During the retrieval period, the Customer may obtain its Data Export, regardless of its payment status and without prejudice to the claims of BIQSDRIVE.

11.6 **Usage Services with external costs.** From the occurrence of a Payment Incident, BIQSDRIVE may, after notifying the Customer, immediately suspend Usage Services for which it itself pays costs to third parties (such as itsme® verifications and text messages) until the payment has been regularised. The rest of the Platform remains available until the Suspension of Article 11.3.

11.7 **Disputed amounts.** Article 11 does not apply to the part of an invoice that has been disputed in good time and in good faith in accordance with Article 10.8, as long as the Customer pays the undisputed part.

11.8 **Insolvency.** Article 11 is applied in compliance with the mandatory provisions of Book XX of the Code of Economic Law, including during judicial reorganisation proceedings.

11.9 Failure to exercise, or late exercise of, the rights under this Article does not constitute a waiver. BIQSDRIVE is not liable for the consequences of a Suspension or dissolution applied in accordance with this Article.

Article 12. Security

12.1 BIQSDRIVE takes appropriate technical and organisational measures to secure the Platform and the Customer Data, as described in Annex C (Appendix 2). BIQSDRIVE may adapt those measures to the state of the art, without lowering the level of security.

12.2 All communication between the users and the Platform is encrypted (HTTPS/TLS).

Article 13. Customer Data, export and switching

13.1 **Rights to Customer Data.** The Customer retains all rights to the Customer Data. BIQSDRIVE uses Customer Data exclusively to perform its services, in accordance with Annex C. BIQSDRIVE may use Platform Data for the purposes of Article 14.2 and, in anonymised form, to improve and develop the Platform. BIQSDRIVE does not sell Customer Data and does not use Customer Data that can be traced back to natural persons or to the Customer to train artificial intelligence models, unless the Customer gives its prior written consent to this.

13.2 **Export during the Agreement.** The Customer may at any time, at no additional cost, take a Data Export through the export functions of the Platform in a structured, commonly used and machine-readable format, as described in Annex A.

13.3 **Switching and exit.** Upon termination of the Agreement, for whatever reason, the following applies:

(a) **Notice period.** The Customer may request a switch to another provider or to its own infrastructure, or the erasure of its data, with the notice period of Article 4. That notice period never exceeds two (2) months.

(b) **Transition period.** At the request of the Customer, the end of the notice period, or the dissolution in accordance with Article 11.5, is followed by a transition period of no more than thirty (30) calendar days, during which BIQSDRIVE continues to provide the services at the ordinary Licence Fee for that period and provides reasonable assistance with the switch and the exit strategy of the Customer. During the transition and retrieval period, BIQSDRIVE ensures the continuity of the service, informs the Customer of known risks to that continuity and maintains a high level of security. The Customer may extend the transition period once by a period that it considers appropriate. After a dissolution in accordance with Article 11.5, the ordinary Licence Fee for the transition period is invoiced in advance.

(c) **Retrieval period.** After the end of the Agreement, or of the transition period, the Customer may retrieve its Data Export free of charge for thirty (30) calendar days. This also applies after a dissolution in accordance with Article 11.5.

(d) **Erasure.** After the retrieval period has expired, BIQSDRIVE erases all Customer Data, subject to statutory retention obligations of BIQSDRIVE itself. Copies in backups are erased according to the rotation of Annex A, no later than thirty-five (35) calendar days after the end of the retrieval period. On request, BIQSDRIVE confirms the erasure to the Customer in writing.

(e) **Technical infeasibility.** If the switch is not technically feasible within thirty (30) calendar days, BIQSDRIVE notifies the Customer of this within fourteen (14) Working Days after the request, stating its reasons and an alternative period of no more than seven (7) months. The Customer may extend that period once.

(f) **Costs.** The standard Data Export and the erasure are always free of charge. The assistance with the switch that BIQSDRIVE must provide under this Article is free of charge from 12 January 2027. Up to and including 11 January 2027, BIQSDRIVE may charge for that assistance only a fee that does not exceed the costs directly linked to it and that it discloses in the Price List before the conclusion of the Agreement. Services that do not form part of that assistance and that the Customer expressly requests, such as training, cleaning up or converting data into a specific format of a new supplier, or customisation, are charged at the rates of the Price List, after a prior quotation.

(g) **Scope.** The exportable data and the excluded data are exhaustively listed in Annex A.

(h) **End.** In the case of a switch, the Agreement ends upon its successful completion; if the Customer opts only for erasure, the Agreement ends at the end of the notice period. BIQSDRIVE notifies the Customer of the end date.

13.4 BIQSDRIVE publishes at www.biqsdrive.com/en/data the information on the switching procedures, the export formats, the jurisdiction to which the ICT infrastructure of the Platform is subject, and a general description of the technical, organisational and contractual measures against access by public authorities from outside the European Union to non-personal data. The current register of data structures and formats is available online at www.biqsdrive.com/en/data and is provided free of charge on request via data@biqsdrive.com.

13.5 The Customer is itself responsible for exporting and archiving in good time the data that it must retain by law. After the retrieval period, BIQSDRIVE can no longer make any data available.

Article 14. Protection of personal data

14.1 For the personal data in the Customer Data, the Customer is the controller and BIQSDRIVE is the processor. Annex C (Data Processing Agreement) forms an integral part of this Agreement and is accepted together with it.

14.2 For the data of the contact persons and Users of the Customer that BIQSDRIVE processes for account management, invoicing, security, support and communication about its services, BIQSDRIVE is itself the controller, in accordance with its privacy statement at www.biqsdrive.com/en/privacy-statement. Questions and requests about this may be sent to privacy@biqsdrive.com.

Article 15. Intellectual property

15.1 All intellectual property rights in the Platform, the software, the Documentation, the database structures and the trademarks of BIQSDRIVE are vested in BIQSDRIVE or its licensors. This Agreement does not transfer any right, except for the right of use of Article 5.

15.2 BIQSDRIVE may use suggestions and feedback from the Customer freely and without compensation.

15.3 The Customer grants BIQSDRIVE the right to host, copy and process Customer Data insofar as necessary for the performance of this Agreement.

15.4 **Indemnity.** BIQSDRIVE defends the Customer against claims by third parties alleging that the Platform, as supplied by BIQSDRIVE, infringes their intellectual property rights in the European Union, and pays the amounts that the Customer is finally ordered to pay or that BIQSDRIVE accepts in a settlement, provided that the Customer informs BIQSDRIVE without delay, leaves the conduct of the defence to BIQSDRIVE and cooperates reasonably. BIQSDRIVE may modify or replace the Platform, obtain a licence, or, if that is not reasonably possible, terminate the Agreement with a refund of the prepaid fees for the period after the end date. This indemnity does not apply to claims arising from Customer Data, from modifications that were not made by BIQSDRIVE or from a combination with products that were not supplied by BIQSDRIVE.

Article 16. Confidentiality

16.1 Each Party keeps confidential the information of the other Party that is designated as confidential or should reasonably be regarded as confidential, uses it only for the performance of this Agreement and protects it with at least the same care as its own confidential information, and in any event with reasonable care.

16.2 This does not apply to information that is public through no fault of the receiving Party, that it already lawfully possessed or developed independently, or that it must disclose by law or by a decision of a public authority or court; in the latter case, it informs the other Party in advance, insofar as permitted.

16.3 This obligation applies during the Agreement and for five (5) years after its end.

Article 17. Warranties

17.1 BIQSDRIVE warrants that the Platform works materially as described in the Documentation and that it performs its services professionally. In the event of a breach, BIQSDRIVE remedies it within a reasonable period. If that does not succeed, the Customer may terminate the Agreement with a refund of the prepaid Licence Fee for the period after the end date, without prejudice to Article 18.

17.2 BIQSDRIVE does not warrant that the Platform will work uninterrupted or error-free, nor that it meets all specific needs of the Customer. BIQSDRIVE makes efforts to align the Platform with the regulations for driving schools and training centres in Belgium, but the Customer remains responsible for compliance with its own legal obligations and for checking the data that it provides to third parties through the Platform.

17.3 Other express or implied warranties are excluded to the extent permitted by law.

Article 18. Liability

18.1 Each Party is liable for the damage that the other Party suffers as a direct consequence of a breach attributable to it, within the limits of this Article.

18.2 Neither Party is liable for indirect damage, such as loss of profit, loss of turnover, loss of customers or goodwill, reputational damage, and the costs of replacement software. In the event of loss of or damage to Customer Data, BIQSDRIVE's obligation is limited to restoration from the last available backup and to reasonable efforts to reconstruct the data, unless the loss is the result of a failure to perform the backups in accordance with Annex A.

18.3 The total liability of each Party for all events giving rise to damage together that occur in the same contract year is limited to the total of the Licence Fees (excluding VAT) relating to the period of twelve (12) months preceding the first event giving rise to the damage in that contract year, regardless of when they were invoiced or paid. A contract year is each period of twelve (12) months from the conclusion of the Agreement. Usage Fees, fees for Support Packages and one-off fees are not taken into account. If the Agreement has not yet run for twelve months, or if the event occurs during the Trial Period, the Licence Fee for twelve months of the chosen Subscription Plan according to the Price List at the time of the first event giving rise to the damage applies; during the Trial Period, for a plan for driving schools, that Licence Fee is calculated on the number of Active Instructors that the Customer may use in accordance with Article 3.8 (e).

18.4 The limitations of this Article do not apply:

(a) in the event of intent, fraud or gross negligence;

(b) in the event of damage to the life or the physical or mental integrity of a person;

(c) to the payment obligations of each Party (including refunds by BIQSDRIVE), to an infringement by the Customer of Article 5.3 (b), (c) or (d), to the indemnity of Article 15.4 and to the fixed compensation of Article 22;

(d) to the extent that the law prohibits a limitation.

18.5 The limitations of this Article apply to all claims, whether on a contractual or a non-contractual basis. Directors, employees, Subcontractors and Sub-processors of a Party (auxiliaries) may rely on them.

18.6 Service Credits under Annex A are deducted from any damages for the same unavailability.

18.7 A claim for damages must, on pain of forfeiture, be brought before the courts within two (2) years after the injured Party became aware, or should reasonably have become aware, of the damage and of the liable Party, except in the cases of Article 18.4 (a) and (b).

Article 19. Force majeure

19.1 Neither Party is liable for a failure to perform that is the result of force majeure, being an event beyond its reasonable control that it could not reasonably foresee or avoid, such as natural disasters, pandemics, war, terrorism, large-scale cyberattacks despite appropriate security measures, general failures of the internet or of the electricity supply, failures of data centres beyond the control of BIQSDRIVE, and government measures.

19.2 Payment obligations are never suspended by force majeure. A failure by a Subcontractor constitutes force majeure only if that Subcontractor is itself affected by force majeure.

19.3 The affected Party informs the other Party without delay and limits the consequences as far as possible. If the force majeure lasts longer than sixty (60) calendar days, either Party may terminate the Agreement by email, without compensation, with a refund of the prepaid Licence Fee for the period after the end date.

Article 20. Amendment of the Agreement

20.1 BIQSDRIVE may amend this Agreement for a valid reason, such as a change in legislation or case law, a decision of a public authority, security requirements, changes to Third-Party Services, new features or services, or the evolution of the Platform.

20.2 BIQSDRIVE notifies the Customer of amendments at least thirty (30) calendar days before their effective date, by email and in the Account, with a summary of the amendments and the full new text. For amendments that materially adversely affect the rights or obligations of the Customer, that period is at least sixty (60) calendar days.

20.3 A Customer that does not accept a materially adverse amendment may terminate the Agreement free of charge before the effective date, with a refund of the prepaid Licence Fee for the period after the end date. If the Customer does not do so, the amendment applies from the effective date.

20.4 Amendments that are exclusively to the benefit of the Customer, that are purely editorial or that are imposed by law with immediate effect may take effect immediately.

20.5 Individual derogations from this Agreement are valid only if they have been agreed in writing (including by email) by persons authorised to do so.

Article 21. Assignment

21.1 The Customer may assign the Agreement only with the prior written consent of BIQSDRIVE. BIQSDRIVE does not refuse that consent without reasonable grounds, for example in the event of a transfer of the business or the Training Activity of the Customer to an acquirer that takes over the obligations of the Customer.

21.2 BIQSDRIVE may assign the Agreement, including Annex C, in whole or in part to an affiliated company or to an acquirer of (part of) its activities relating to the Platform, regardless of whether this takes place by sale, contribution, merger or demerger. The Customer gives its consent to this in advance. The assignment takes effect with respect to the Customer upon notification; from then on, BIQSDRIVE is released from obligations that become due after the assignment. The Customer may, within thirty (30) calendar days after the notification, terminate the Agreement free of charge with a notice period of two (2) months if the assignment materially harms its legitimate interests, with a refund of the prepaid fees for the period after the end date.

Article 22. Non-solicitation

22.1 Save with prior written consent, neither Party shall, during the Agreement and for twelve (12) months after its end, actively solicit employees or self-employed contractors of the other Party who were directly involved in the performance of this Agreement. Responses to general vacancies are not covered by this provision. In the event of an infringement, the Party committing the infringement owes fixed damages of EUR 15,000 per person who, after such solicitation, during the Agreement or within twelve (12) months after its end, joins that Party as an employee or starts working for it directly or indirectly; the Parties consider that amount reasonable in advance, having regard to the costs of recruitment, training and loss of knowledge.

Article 23. References

23.1 BIQSDRIVE may mention the name and logo of the Customer as a reference on its website and in commercial material. The Customer may refuse or withdraw this at any time by email.

Article 24. Notices and evidence

24.1 All notices under this Agreement, including formal notices of default, notices of termination and dissolutions, are validly given by email to the addresses that the Customer has provided in the Account, and to info@biqsdrive.com for BIQSDRIVE. Operational communications may also be given through the Account. Registered mail is not required.

24.2 An email is deemed to have been received on the first Working Day after it was sent, unless the sender receives a notification of non-delivery.

24.3 The electronic records of BIQSDRIVE (such as logs, usage records, the count of Active Instructors and the record of the acceptance) serve as evidence between the Parties, unless proven otherwise.

Article 25. Language

25.1 This Agreement is available in Dutch and French. In the event of any difference in interpretation, the Dutch version prevails.

Article 26. Final provisions

26.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

26.2 If a provision is wholly or partly null and void or unenforceable, the remaining provisions remain fully in force. The Parties replace the provision concerned in good faith with a valid provision that comes as close as possible to the original intention.

26.3 Failure to exercise, or late exercise of, a right does not constitute a waiver of that right.

26.4 The Parties are independent contractors. This Agreement does not create a partnership, agency or employment relationship.

Article 27. Applicable law and disputes

27.1 This Agreement is governed by Belgian law.

27.2 The Parties shall first attempt to settle a dispute amicably through consultation between their responsible persons. That consultation lasts no longer than thirty (30) calendar days after a written notice of the dispute; thereafter, either Party may submit the dispute to the court. The Parties may, by mutual agreement, call on an accredited mediator. This does not prevent a Party from seeking urgent or protective measures or from recovering undisputed monetary debts.

27.3 In the absence of an amicable settlement, the following have exclusive jurisdiction: the Enterprise Court of Antwerp, Hasselt division; for disputes that do not fall within its jurisdiction, the Court of First Instance of Limburg, Hasselt division; and for disputes that fall within the jurisdiction of the Justice of the Peace, the Justice of the Peace of the first canton of Hasselt.

Annex A. Service description, SLA and exit

A.1 Functionality

The functionality per Subscription Plan is described in the Price List and the Documentation. The Platform includes, among other things: planning and calendar, student and trainee portal, business portal for the training of employees, integrations with public authorities and exam centres (such as for professional competence, Code 95), digital lesson follow-up through the instructor environment on the smartphone, AI Agents that answer questions, look up data within the permissions of the User, flag issues and make proposals (Article 6.9), the Payment Automation (Annex D), invitations for reviews and surveys with Third-Party Services that the Customer itself connects (Article 7.6), the Leads (CRM) module with the inquiry form, automatic follow-up and ad measurement (Articles 6.11 and 7.8), the HR and time tracking module (work schedules, leave and absences and time tracking, Article 6.10), as soon as available, the flexi-Dimona declarations (Article 7.7), and Usage Services such as identity verification and text messages.

A.2 Availability

Target: 99.5% availability per calendar month of the production environment (management environment, portals and instructor environment on the smartphone).

Calculation: (total minutes in the month - minutes of unavailability) / total minutes in the month x 100.

Not counted as unavailability: scheduled maintenance (no more than 8 hours per month, announced at least 48 hours in advance, preferably at night between 22:00 and 06:00 or at the weekend); urgent security interventions; force majeure; failures of Third-Party Services; causes attributable to the Customer or its IT environment; a Suspension or blocking in accordance with Article 5.5 or 11.

A.3 Service Credits

Availability in the month	Service Credit (% of the monthly Licence Fee)
99.0% to < 99.5%	5%
97.0% to < 99.0%	10%
< 97.0%	25%

The Customer requests the Service Credit within thirty (30) calendar days after the end of the month. It is set off against the next invoice and amounts to no more than 25% per month. If availability is below 97.0% in two consecutive months, or in three months within a period of six months, the Customer may terminate the Agreement with immediate effect, with a refund of the prepaid Licence Fee for the period after the end date. Service Credits are deducted from any damages for the same unavailability (Article 18.6), without prejudice to this termination right.

A.4 Support

For every Customer: the AI support agent is available 24 hours a day, 7 days a week through the support function in the Platform. Failures that make the entire Platform or a critical function (such as planning or exam registration) unusable for all Users are handled with priority.

Support Packages: the Customer chooses a Support Package. The content, the response times for support tickets and the rates per package are set out in the Price List. The Professional and Enterprise Support Packages also include phone support during Office Hours; the Essential Support Package does not include phone support.

Support Package	Fee	Response time for support tickets	Phone support
Essential	Included	Within three (3) Working Days of receipt	No
Professional	According to the Price List, per month	According to the Price List, during Office Hours, and in any event within three (3) Working Days	During Office Hours
Enterprise	According to the Price List, per month	According to the Price List, during Office Hours, and in any event within three (3) Working Days	During Office Hours

The Customer may change or terminate its Support Package per calendar month, with effect from the following calendar month. Response times expressed in hours run only during Office Hours. The response time is an obligation of result: BIQSDRIVE responds to each support ticket on the substance within the time limit of the chosen package. For the resolution itself, BIQSDRIVE undertakes an obligation of means: it makes efforts to resolve failures as quickly as reasonably possible.

A.5 Backup and recovery

- Daily full backup, encrypted, stored at a separate location within the European Economic Area.
- Backup retention period: 30 calendar days (rolling). Recovery point objective (RPO): 24 hours. Recovery time objective for full recovery of the Platform (RTO): 1 Working Day.
- Restoring a backup at the request of the Customer, for example after an error by the Customer itself, may be charged at the quarter-hour rates of the chosen Support Package according to the Price List.

A.6 Exportable data (exhaustive list)

Category	Content	Format
1. Students, trainees and candidates	Identification, contact and file data, supervisors and representatives (such as parents or a guardian)	CSV/XLSX and JSON
2. Enrolments and planning	Enrolments, packages, courses, lesson planning, calendar, availabilities	CSV/XLSX and JSON
3. Lessons and follow-up	Recorded lessons and training hours, evaluations, digital lesson follow-up, progress sheets	CSV/XLSX and JSON
4. Exams and certifications	Bookings, notices to attend, results and certifications as recorded in the Platform	CSV/XLSX and JSON
5. Resources	Instructors, vehicles, rooms and locations	CSV/XLSX and JSON
6. Business customers	Business customers, contact persons, participants and programmes	CSV/XLSX and JSON
7. Financial	Invoices, payments (with source: Pay., bank transfer or cash), matches, reminders and balances kept in the Platform	CSV/XLSX and JSON; invoices in PDF
8. Documents	Documents uploaded by the Customer or generated by the Platform (certificates, contracts)	Original format or PDF
9. Configuration and metadata	Rates, lesson types, templates, settings; creation and modification dates, author	JSON

Category	Content	Format
10. Audit trail	The change history that the Platform keeps per record (time, User, field changed)	CSV/JSON
11. Reviews and surveys	Scheduled and sent invitations for reviews and surveys (recipient, time, Third-Party Service and status) and opt-outs from invitations for reviews	CSV/XLSX and JSON
12. HR and time tracking	Contract data of the staff members, work schedules, public holidays and closure days, leave types and leave entitlements, leave requests and absences and the decisions on them, working time with the changes, history of the staff members; as soon as available, flexi-Dimona declarations with the response of the RSZ	CSV/XLSX and JSON
13. Leads (CRM)	Leads with their follow-up and history, inquiry forms, follow-up sequences and their progress, reports to advertising platforms	CSV/XLSX and JSON

Each export comes with a description of the data structure (data dictionary). The current register of data structures and formats is available online at www.biqsdrive.com/en/data and is provided free of charge on request via data@biqsdrive.com.

A.7 Excluded from export

Exclusively: (1) source code, algorithms and software of the Platform; (2) Platform Data (internal logs, security and monitoring data); (3) aggregated anonymised statistics; (4) passwords, keys and other authentication data; (5) the internal configuration of the infrastructure of BIQSDRIVE; (6) data that are only available from a Third-Party Service (such as a public authority, an exam centre, Isabel NV, Pay. or a review or survey service of Article 7.6); (7) outgoing and unmatched bank transactions, which the Platform does not store (Annex D.4). This exclusion does not hinder the Customer's switch.

A.8 Exit procedure

Step	Period	What happens
1. Notice of termination or dissolution	Monthly Plan: end of the calendar month following the month of the notice (Art. 4.2). Annual Plan: end of the current period, with notice given no later than 30 days in advance (Art. 4.3), or early termination 2 months from the notice (Art. 4.5)	Customer requests a switch or erasure; Data Export remains available free of charge
2. Transition period (on request)	Max. 30 calendar days, extendable once	Service continues at the ordinary Licence Fee; reasonable switching assistance
3. Retrieval period	30 calendar days	Customer retrieves the Data Export free of charge, also after dissolution for non-payment
4. Erasure	After the retrieval period; backups within 35 days after the end of the retrieval period	All Customer Data erased; written confirmation on request

Annex B. Prices, usage and payment

B.1 Licence Fee and Support Packages

The Licence Fee for the Monthly Plan and the Annual Plan (per Active Instructor for a plan for driving schools, fixed for a plan for training centres), the Annual Plan discount, the Support Packages and the rates for services are set out in the Price List at www.biqsdrive.com/en/pricing and in the Order.

B.2 Usage Services

The Usage Services, their unit and their price are set out in the Price List. The Price List states the Platform Fee (0.15%), the transaction costs of Pay. for information, the purchase price of EUR 665 per terminal and the service fee of EUR 22.95 per month. The Customer can consult its usage in the Account at any time. During the Trial

Period, no Usage Services are available, with the exception of the free creation of new files, with the AI usage included with them (Article 3.8 (b)).

Flexi-Dimona declarations (Article 7.7). The price per charged flexi-Dimona declaration is set out in the Price List; on the date of this version of the Agreement, it amounts to EUR 0.50 (excluding VAT). It is adjusted in accordance with Articles 9.5 and 9.6. A charged flexi-Dimona declaration is each declaration of the start of employment (Dimona IN) of a flexi-job worker (type FLX) that BIQSDRIVE submits, on the instructions and in the name of the Customer and using the Customer's access, via the web service of the RSZ and that the RSZ accepts, with or without warnings, including when the RSZ indicates that the employment is not accepted as a flexi-job. A declaration for one day and a declaration for a period each count as one charged flexi-Dimona declaration; a new declaration after a cancellation counts as a new charged flexi-Dimona declaration. There is no cap per flexi-job worker or per day: if BIQSDRIVE submits more than one declaration for the same flexi-job worker on one day, for example for separate periods of work, each accepted declaration counts as a charged flexi-Dimona declaration. The following are not charged: amendments to the declared hours or dates, including when the Platform submits them automatically on the basis of the time records; cancellations; queries of the status of a declaration; declarations that the RSZ rejects; declarations that do not reach the RSZ because of a technical error; and declarations in the test environment of the RSZ. A charged flexi-Dimona declaration is counted on the date on which the RSZ accepts it and is invoiced per calendar month in arrears as a Usage Fee (Article 10.3); it counts towards the Usage Tranche (Article 10.5) and towards the estimate of B.4. The fee remains due and payable for the charged flexi-Dimona declarations that BIQSDRIVE submits during a Suspension or a suspension of the Usage Services (Articles 7.7 and 10.5 (c)).

B.3 Invoicing and collection calendar

Amount	Invoice	Due Date and collection
Licence, Monthly Plan	No later than 5 calendar days before the month	1st day of the month
Licence, Annual Plan	No later than 5 calendar days before the period (reminder 60 days in advance)	1st day of the 12-month period
Paid Support Package	Per calendar month in advance; with a Monthly Plan, on the same invoice as the licence	1st day of the month
Additional Active Instructors (pro rata)	Within 3 Working Days after the end of the month	Invoice date + 5 calendar days
Usage (balance for the month) and services	Within 3 Working Days after the end of the month	Invoice date + 5 calendar days
Platform Fee (Payment Automation)	Per calendar month in arrears, within 3 Working Days after the end of the month, with an overview of the Registered Payments	Invoice date + 5 calendar days
Service fee for payment terminals	Per calendar month in advance, from delivery	1st day of the month
Purchase price of payment terminal (EUR 665 per terminal)	On delivery	Invoice date + 5 calendar days
Usage Tranche (interim)	Each time EUR 750 of usage not yet invoiced is reached	Invoice date + 2 calendar days
Security Deposit	On request (Art. 10.6)	Request + 10 calendar days

B.4 Usage Tranches, estimate and Security Deposit

- **Usage Tranche:** EUR 750 (excluding VAT). Each full tranche is invoiced and collected on an interim basis; the balance follows at the end of the month.

- **Estimate of monthly usage** (only for the Security Deposit): for a new Customer, the expected number of new students or trainees per year, stated in the Order, divided by 12 and multiplied by the unit prices of the chosen Usage Services; for an existing Customer, the average of the last three full months; for the Platform Fee: the expected monthly amount of Registered Payments multiplied by 0.15%; for the flexi-Dimona declarations: the expected number of charged flexi-Dimona declarations per month multiplied by the price per charged flexi-Dimona declaration (B.2).
- **Security Deposit (if requested in accordance with Article 10.6):** no more than one (1) times the estimated monthly Usage Fee.

B.5 Payment Instruments

The Payment Service Provider and the accepted payment cards are stated on the payment page of the Account. Accepted Payment Instruments: SEPA direct debit (preferably the B2B scheme; the Core scheme if B2B is not available) and payment card. Costs of failed or reversed payments: the actual costs of the bank and the Payment Service Provider.

B.6 Indexation

Annual adjustment on 1 January in accordance with Article 9.5, for the first time on the first 1 January that falls at least twelve months after the Order. Index Month S: November before the adjustment. Base Index S0: November before the previous adjustment or, for the first adjustment, the month of the Order. After a price change in accordance with Article 9.6: the month in which that change was notified.

B.7 Course of events in the case of a Payment Incident (for information)

Day	Event	Consequence
D0	Due Date: collection fails (Payment Incident)	Email and notification in the Account; Usage Services with external costs may be paused (Art. 11.6)
D0 + 3 Working Days	New attempt fails or no payment	Formal notice of default: 10 calendar days to pay, from the day after receipt (Art. 11.2)
End of the period in the formal notice of default	Still not paid	Suspension of access; data remain stored; Data Export on request (Art. 11.3)
After payment	Full payment received	Reactivation no later than the next Working Day (Art. 11.4)
Suspension + 30 days	Still not paid	Dissolution by email possible (Art. 11.5); retrieval period of 30 days starts
After the retrieval period	End of the retrieval period	Erasure of the Customer Data (Art. 13.3)

Annex C. Data Processing Agreement

This Data Processing Agreement complies with Article 28 of Regulation (EU) 2016/679 (GDPR). Terms such as personal data, processing, controller, processor, data subject and personal data breach have the meaning given to them by the GDPR.

C.1 **Subject matter and roles.** The Customer is the controller and BIQSDRIVE the processor for the personal data in the Customer Data. The nature, purposes, categories and duration of the processing are set out in Appendix 1.

C.2 **Instructions.** BIQSDRIVE processes personal data exclusively on the basis of the written instructions of the Customer, including with regard to transfers to third countries. The Agreement and the configuration and use of the Platform by the Customer constitute its complete instructions. If BIQSDRIVE is required by Union law or Belgian law to carry out other processing, it informs the Customer in advance, unless that law prohibits this. BIQSDRIVE immediately informs the Customer if, in its opinion, an instruction infringes the GDPR.

C.3 **Confidentiality.** BIQSDRIVE ensures that the persons authorised to process the personal data are bound by confidentiality.

C.4 **Security.** BIQSDRIVE takes the technical and organisational measures of Article 32 GDPR, described in Appendix 2, and may adapt them without lowering the level of security.

C.5 **Sub-processors.** The Customer gives a general written authorisation for Sub-processors. The current list is available at www.biqsdrive.com/en/sub-processors (Appendix 3). BIQSDRIVE notifies the Customer by email of intended additions or replacements at least thirty (30) calendar days in advance. BIQSDRIVE notifies in the same way a material extension of the processing by an existing Sub-processor, such as new categories of personal data or a new location of the processing. Within that period, the Customer may raise a reasoned objection via privacy@biqsdrive.com. If the Parties do not find a solution, the Customer may terminate the relevant service or the Agreement free of charge before the change, with a refund of the prepaid fees for the period after the end date. BIQSDRIVE imposes on each Sub-processor, by contract, the same data protection obligations as those in this Data Processing Agreement. If a Sub-processor fails to fulfil those obligations, BIQSDRIVE remains liable to the Customer for their performance as for its own acts (Article 28(4) GDPR); compensation for damage between the Parties is governed by Article 18.

C.6 **Transfer.** The personal data are hosted in the European Economic Area. A transfer outside the EEA takes place only with appropriate safeguards in accordance with Chapter V GDPR, such as an adequacy decision or the standard contractual clauses of the European Commission.

C.7 **Rights of data subjects.** BIQSDRIVE makes functions available in the Platform to handle requests from data subjects (access, rectification, erasure, export). BIQSDRIVE forwards requests that it receives directly to the Customer within five (5) Working Days and provides reasonable assistance. Assistance that goes beyond the standard functions may be charged at the quarter-hour rates of the chosen Support Package according to the Price List.

C.8 **Assistance.** Taking into account the nature of the processing and the information available to BIQSDRIVE, BIQSDRIVE assists the Customer in complying with Articles 32 to 36 GDPR (security, breach notifications, data protection impact assessments and prior consultation).

C.9 **Breaches.** BIQSDRIVE notifies the Customer of a personal data breach without undue delay and no later than forty-eight (48) hours after becoming aware of it, with the information referred to in Article 33(3) GDPR insofar as available; missing information follows in phases. BIQSDRIVE takes measures without delay to limit the consequences. BIQSDRIVE does not notify a breach to the supervisory authority or to data subjects on behalf of the Customer, unless the Customer requests it or the law requires it.

C.10 **End of the processing.** At the end of the Agreement, the Customer chooses between:

(a) **return:** BIQSDRIVE makes the personal data available through the Data Export during the retrieval period of Article 13.3 (c) and then erases all existing copies in accordance with Article 13.3 (d); or

(b) **erasure without return:** BIQSDRIVE erases the personal data within thirty (30) calendar days after the end of the Agreement or, if later, after the request of the Customer, and copies in backups no later than thirty-five (35) calendar days after that erasure.

> If the Customer does not make a choice, (a) applies. This does not apply insofar as Union law or Belgian law requires storage. Personal data from the Customer Data in support tickets or in conversations with the AI Agents are erased or anonymised by BIQSDRIVE no later than the end of the retrieval period or, in the case of erasure without return, within the period of (b), even if BIQSDRIVE keeps the ticket or conversation itself for longer in accordance with its privacy statement.

C.11 **Information and audit.** BIQSDRIVE makes available all information necessary to demonstrate compliance with Article 28 GDPR, including through security reports, certificates or answers to questionnaires. If that is not sufficient, the Customer may, itself or through an auditor appointed by it who is bound by confidentiality and is not a competitor of BIQSDRIVE, carry out an audit, including

inspections, no more than once a year and with prior notice of thirty (30) calendar days, during Office Hours and without disrupting the services to other customers. The limitation to once a year does not apply after a personal data breach. The costs are borne by the Customer, unless the audit demonstrates a material breach by BIQSDRIVE of this Data Processing Agreement or of the GDPR. An audit is always possible when ordered by a supervisory authority.

C.12 **Liability.** Article 18 of the Agreement applies, without prejudice to Article 82 GDPR.

C.13 **Duration.** This Data Processing Agreement applies for as long as BIQSDRIVE processes personal data on behalf of the Customer.

Appendix 1. Description of the processing

Purposes	Hosting and provision of the Platform for the management of the Training Activity of the Customer (planning, lesson follow-up, exam registration and certification, portals, invoicing); identity verification; integrations with public authorities, exam centres and other Third-Party Services; support; the AI Agents; backup; migration on the instructions of the Customer; the Payment Automation: importing payments, matching them to customers, files and orders and sending reminders according to the settings of the Customer; invitations for reviews and surveys with Third-Party Services that the Customer itself connects, sent according to the settings of the Customer (Article 7.6); the management of the work schedules, leave and absences of the staff members of the Customer and the recording of their working time (Article 6.10) and, as soon as available, the flexi-Dimona declarations with the RSZ in the name and on the instructions of the Customer, using its own access (Article 7.7); the management and follow-up of leads, with automatic follow-up messages according to the settings of the Customer (Article 6.11); reporting requests from leads and enrolments to the Customer's advertising platforms, on its instructions and with the consent of the data subject (Article 7.8).
Categories of data subjects	Students, trainees and candidate drivers (possibly minors) and their supervisors and representatives (such as parents or a guardian); instructors, staff and other workers of the Customer (such as flexi-job workers, student workers and self-employed contractors); contact persons and employee trainees of business customers; Users; leads and visitors of the Customer's online enrolment and inquiry form; payers (such as parents, employers or other third parties who pay for a student, trainee or business customer); persons in other transactions on a connected account (such as employees and suppliers of the Customer), only transiently during filtering in accordance with Annex D.4.
Categories of personal data	Identification and contact data (name, address, email, telephone, date of birth, and the national register number insofar as the Customer is legally authorised to use it, such as an approved driving school for certificates and exams); identity attributes via itsme® (such as surname, first name, date of birth and address, according to the settings of the Customer; the national register number only if the Customer is authorised to obtain it and has declared this at the time of the Order in accordance with Article 7.4); data that the Customer reads from the electronic identity card with a card reader (such as surname, first names, date of birth and address; the national register number and the photo only if the Customer is authorised to do so in accordance with Article 7.4); training data (enrolments, lessons and training hours, evaluations, provisional licence, exams, results and certifications); financial data (invoices, payments); payment data: date, amount, payment reference, name and account number of the payer, payment method, transaction reference and, for card payments, the masked card details that Pay. passes on; data on supervisors and representatives (name, contact details, date of birth, relationship to the student or trainee, the date of their driving licence and of a supervisor certificate, whether they receive a copy of the emails or pay the orders, their access to the portal and their signature on behalf of a minor); progress sheets (the level per skill); data on the staff members of the Customer in the HR and time tracking module (Article 6.10): contract data (type of contract, start and end date, hours per week and staff number), work schedules, availability, working time (start and end times) with the changes by Users (original and new times, User, time and comment), leave entitlements in hours, leave requests and sickness reports with their type, period, status, decision and the reason for that decision, any comment by the staff member and the date on which the Customer received a certificate, without medical data, and the history of the staff member with notes and messages; as soon as available (Article 7.7): the social security identification number (INSZ) only for the flexi-Dimona declarations, the date of the framework agreement, the form of the flexi-job employment contract and the flexi-Dimona declarations with the response of the RSZ; data on leads (name, contact details, question and interest, origin, channel, campaign data such as UTM parameters, click IDs and advertising cookies, choice on cookies, follow-up, follow-up messages sent and opt-out) and the reports to advertising platforms (type of event, time, value, hashed identifiers and, until sending, IP address, browser and page) (Articles 6.11 and 7.8); documents that the Customer uploads; data of invitations for reviews and surveys (name and email address of the recipient, time, chosen Third-Party Service and status) and opt-outs from invitations for reviews; questions to the AI Agents and their answers and proposals (for the conversations with the AI support agent, only the Customer Data that appear in them; for the rest, BIQSDRIVE is the controller in accordance with its privacy statement); usage and access data.

Special categories	In principle none, with the exception of absences due to illness that the Customer or its staff members record in the Platform: these are data concerning health, of which the Platform keeps only the fact, the period and the date on which the certificate was received, without a diagnosis or medical certificate (Article 6.10); the Customer is responsible for the legal basis and the applicable exception under Article 9(2) GDPR. If the Customer uploads documents containing health data (e.g. certificates of medical fitness), it is responsible for the legal basis and limits the uploading of such documents to what is necessary.
Nature of the processing	Collecting, storing, organising, consulting, modifying, transmitting via integrations, sending messages, such as invitations for reviews and surveys, with the name and email address of the recipient passed on to the review or survey service that the Customer connects, insofar as that service allows this (Article 7.6), reading the electronic identity card with a card reader, recording of start and end times by the staff members, as soon as available submitting flexi-Dimona declarations to the RSZ using the access of the Customer and receiving its responses (Article 7.7), automatically sending follow-up messages to leads (Article 6.11), hashing and reporting data to the Customer's advertising platforms (Article 7.8), importing and filtering account information, analysing and summarising by the AI Agents, exporting, erasing.
AI Agents	The AI Agents process the Customer Data that they look up within the permissions of the User. They do not retrieve national register numbers, identity documents, full addresses, dates of birth, internal notes, account numbers or imported bank transactions from the files. Nor do they retrieve the INSZ, the type or reason of an absence, comments on leave requests, corrections of time records or Dimona declarations; the planning agent only sees that a staff member is absent or unavailable during a period. The agents may, however, see whether an order has been paid and for what amount. As location, the planning agent uses only the municipality or the postcode. The Sub-processor for the AI Agents does not use the data to train models; the retention by that Sub-processor is set out in the list of Sub-processors (Appendix 3).
Duration	The duration of the Agreement, extended by the transition and retrieval period of Article 13.3. Data of the HR and time tracking module: for as long as the Customer keeps them in the Platform; after the erasure of a staff member on the instructions of the Customer, without that staff member's name, contact details and free texts, until five (5) years after the end date of their contract or, without an end date, after the erasure; flexi-Dimona declarations with the responses of the RSZ: five (5) years from the day after the last day of the work or of the period to which they relate; in any event no longer than until the erasure in accordance with Article 13.3 (d) (Article 6.10). Leads: until their anonymisation after the period set by the Customer, twenty-four (24) months after closure by default (Article 6.11). IP address, browser and page in a report to an advertising platform: until the report has been sent or has finally failed (Article 7.8). Outgoing bank transactions and balances are not stored; unmatched incoming transfers for no more than thirty (30) calendar days (Annex D.4).
Location	European Economic Area (hosting in Belgium). For the AI Agents: United States, with appropriate safeguards in accordance with Article C.6. For the Bank Connection and the Pay. Services: see the privacy notice of Isabel NV (www.isabel.eu/en/privacy-notice) and that of Pay. (www.pay.nl/en/privacy). For the Customer's advertising platforms: see Article 7.8.

Appendix 2. Technical and organisational measures

Domain	Measures
Access	Individual accounts, role-based permissions on a need-to-know basis, multi-factor authentication for BIQSDRIVE administrators and available to Users, automatic session expiry, periodic review of access rights.
Encryption	TLS 1.2 or higher for data in transit; encryption of databases and backups at rest.
Separation	Logical separation of the data per customer; separate development, test and production environments; no production personal data in test environments unless pseudonymised.
Logging and monitoring	Logging of access and administrative actions, monitoring of availability and anomalous behaviour, secure storage of logs.
Vulnerabilities	Timely patch management, dependency scans, periodic penetration test (at least annually), code review.
Continuity	Daily encrypted backups at a separate location, periodic recovery tests, incident response procedure.
Organisation	Confidentiality obligations and awareness training for staff, security policy, supplier management, data centres with ISO 27001 certification or equivalent.

Appendix 3. Sub-processors

The current list of Sub-processors, with their service and the location of the processing (for Isabel NV and Pay., a reference to their privacy notice), is available at www.biqsdrive.com/en/sub-processors. For the Payment Automation, Isabel NV (Ponto) for the Bank Connection and TinTel B.V. (Pay.) for the Pay. Services are Sub-processors; for their own legal tasks as payment institutions, they are themselves controllers (Annex D.2). Belgian Mobile ID (itsme®) is not a Sub-processor but acts as a separate controller for the itsme® service (Article 7.4). The review and survey services that the Customer itself connects, such as Tally, Klantenvertellen and Google, are not Sub-processors either: the Customer has its own account or agreement with them and BIQSDRIVE sends the invitations and, in doing so, insofar as that service allows this, passes on the name and email address of the recipient to Tally or Klantenvertellen, only on the instructions of the Customer (Article 7.6). The RSZ, with which BIQSDRIVE submits the flexi-Dimona declarations in the name and on the instructions of the Customer, using the Customer's own access (Article 7.7), is not a Sub-processor either: it receives the data as a public authority on the basis of the legal obligations of the Customer. Google and Meta, to which BIQSDRIVE reports data for the Customer's advertising on its instructions (Article 7.8), are not Sub-processors either: the Customer has its own account and agreement with them. Changes are notified in accordance with Article C.5.

Annex D. Payment Automation

D.1 **Subject matter.** The Payment Automation automatically follows up the payments of the customers of the Customer: it imports payments through the Pay. Services and the Bank Connection, matches them to customers, files and orders in the Platform and, according to the settings of the Customer, sends reminders for outstanding amounts. The Payment Automation is active as soon as the Customer connects the Pay. Services to its Account or establishes a Bank Connection. Payments through the Pay. Services in the Platform always run through the Payment Automation; each successful payment is a Registered Payment (D.6 (b)). The Customer establishes the connection with the Pay. Services and the Bank Connection separately in the Account and can disconnect each of them there separately. If both are disconnected, the Payment Automation ends.

D.2 **Regulated parties.** The Bank Connection runs through Ponto, the account information service of Isabel NV (Brussels, enterprise number 0455.530.509), a payment institution supervised by the National Bank of Belgium. The Pay. Services are provided by TinTel B.V., trading as Pay. (Spijkenisse, Chamber of Commerce (KvK) 24283498), a payment institution supervised by De Nederlandsche Bank. The Customer concludes its own agreement with Isabel NV and with Pay. for their payment services and accepts their terms; Article 7 applies. For the processing of Customer Data between the Platform and their services, Isabel NV and Pay. act as Sub-processors (Annex C, Appendix 3); for their own legal tasks as payment institutions, such as the execution of payments and anti-money laundering checks, they are themselves controllers. The Customer instructs BIQSDRIVE to provide Pay. with the company details necessary for the application for its Pay. account. BIQSDRIVE is not a payment service provider for the Customer: it does not receive, hold or pay out funds from or for the Customer, and does not initiate payments. Pay. pays the amounts received directly into the account of the Customer via its third-party funds foundation (stichting derdengelden).

D.3 **Consent for the Bank Connection.**

(a) The Customer connects only the payment accounts into which payments from its customers are received.

(b) Access is based on the consent that the Customer gives to Isabel NV and to its bank. The Customer must reconfirm that access at least every one hundred and eighty (180) days with strong customer authentication at its bank.

(c) BIQSDRIVE gives notice of the expiry of the access at least fourteen (14) calendar days in advance and again on the day itself, with a notification in the Platform and an email to the Administrator.

(d) If the access has expired or the Bank Connection is interrupted for another reason, the Platform does not import any new transfers and suspends the automatic reminders until the connection has been restored and the missing transactions have been imported.

(e) The Customer may withdraw its consent at any time with Isabel NV or with its bank. BIQSDRIVE is not liable for the consequences of an expired or withdrawn consent.

D.4 Which bank data the Platform stores.

(a) The Platform imports the transactions of the connected accounts and filters them immediately. Outgoing transactions (such as wages and payments to suppliers), balances, payouts from Pay. and transfers between accounts of the Customer are not stored.

(b) The Platform stores an incoming transfer that is matched to a customer, file or order as a payment, with the date, amount, payment reference, name and account number of the payer and the match.

(c) An incoming transfer that is not matched automatically remains visible for no more than thirty (30) calendar days, so that the Customer can match it or mark it as "not a customer payment". After that period, or as soon as the Customer marks it as such, it is erased.

(d) Only Users with a financial role in the Platform see the account numbers of payers.

D.5 Matching and reminders. The Platform matches payments on the basis of the structured payment reference, the order or file number, the amount and the account number of the payer. An automatic match is an aid: the Customer can check and correct it, and BIQSDRIVE undertakes an obligation of means as to its accuracy. The Customer determines whether, when and with what content reminders are sent, and, as creditor, remains responsible for compliance with Book XIX of the Code of Economic Law (consumer debts). The standard templates of BIQSDRIVE provide for a free first reminder with a payment period of at least fourteen (14) calendar days.

D.6 Platform Fee.

(a) For the Payment Automation, the Customer owes a Platform Fee of 0.15% (excluding VAT) on the amount of each Registered Payment. BIQSDRIVE does not charge a fixed fee for the Bank Connection and the Pay. Services; D.7 applies to payment terminals.

(b) A Registered Payment is: (1) each successful transaction through the Pay. account of the Customer that is connected to the Platform (online, SoftPOS or payment terminal), even if it is not matched to a customer, file or order; and (2) each incoming transfer to a connected account that is matched in the Platform, automatically or by the Customer, to a customer, file or order.

(c) Each payment counts once. The following are not Registered Payments: cash payments, payouts from Pay. to the account of the Customer, transfers between accounts of the Customer, failed or cancelled transactions, and transfers that are not matched.

(d) The Platform Fee is calculated on the full amount of each payment, including VAT and before deduction of transaction costs, and is totalled per calendar month and rounded to the cent. It remains due in the event of a subsequent refund or reversal (chargeback).

(e) The Platform Fee is a Usage Fee. BIQSDRIVE invoices it per calendar month in arrears in accordance with Article 10.3, with an overview of the Registered Payments (date, amount, source and customer, file or order); Article 10.5 applies. The Platform Fee is not subject to the indexation of Article 9.5.

(f) The transaction costs of Pay. (a fixed and a variable amount per payment method) are not included. Pay. charges them in accordance with the agreement between the Customer and Pay.; the Price List states them for information. As a partner of Pay., BIQSDRIVE may receive a fee from Pay.

D.7 Payment terminals. Payment terminals are for sale only. The terminals are subject to the same terms as those that Pay. applies to its own customers, with BIQSDRIVE as seller, supplemented by the service fee:

(a) BIQSDRIVE sells payment terminals for the Pay. Services, such as the PAX A960, at EUR 665 per terminal (excluding VAT), invoiced on delivery. BIQSDRIVE does not rent out terminals.

(b) From delivery, a service fee of EUR 22.95 per month (excluding VAT) is due per terminal, invoiced per calendar month in advance. The service fee covers the management of the terminal, a SIM card with mobile data for the payments and a replacement device in accordance with (g).

(c) A delivered payment terminal remains the property of BIQSDRIVE until all amounts that the Customer owes for it have been paid in full.

(d) The Customer handles the terminals with due care and uses the SIM card only in the terminal. The Customer installs a software update within five (5) Working Days after its announcement and follows instructions for the correct operation of the terminal as soon as possible.

(e) BIQSDRIVE warrants the soundness of the terminals delivered. Its warranty does not extend beyond the warranty that its supplier provides to it.

(f) The Customer checks the terminals immediately after delivery and reports visible defects within two (2) days. BIQSDRIVE repairs free of charge hidden defects that appear within twelve (12) months after delivery, or it replaces the terminal. For this purpose, the Customer returns the terminal within five (5) days after discovering the defect, failing which the warranty lapses. Damage caused by the Customer is not covered by the warranty.

(g) As long as the service fee runs, BIQSDRIVE provides, in the event of a defect not caused by the Customer, a replacement device within forty-eight (48) hours after the defect is reported, counting only Office Hours, even after the warranty period of (f). The Customer returns the defective device within five (5) days; the replacement device becomes the property of the Customer and the defective device becomes the property of BIQSDRIVE. In the event of loss, theft or damage caused by the Customer, the Customer buys a new terminal at the price of (a).

(h) The liability of BIQSDRIVE for a delivered terminal is limited to direct damage, up to no more than the price agreed for that terminal.

(i) The Customer may terminate the service fee per terminal with effect from the end of a calendar month; at the end of the Agreement, it ends by operation of law. After that, the management, the SIM card and the replacement device lapse; the terminal remains the property of the Customer.

D.8 Suspension and end.

(a) During a Suspension (Article 11.3), the Payment Automation, the payment links in the Platform and the reminders are paused. The Customer's agreement with Pay. and its payment terminals continue to work, because those payments run directly through Pay.

(b) If the Customer disconnects the Bank Connection or the connection with the Pay. Services (D.1), the Platform no longer imports payments through that connection. At the end of the Agreement, BIQSDRIVE disconnects the Bank Connection and the connection with the Pay. Services. The Customer's agreements with Isabel NV and Pay. continue until the Customer itself terminates them.

(c) The registered payments and matches form part of the Data Export (Annex A.6).

(d) The Platform Fee on Registered Payments made before the disconnection of a connection or the end of the Agreement remains due.

D.9 Liability. BIQSDRIVE is not responsible for the services of Isabel NV, Pay. or the banks, nor for interruptions of those services (Article 7.1). For the rest, Article 18 applies.