

Website User Agreement

Business Relationship Platform

&

SourcingCockpit.com

with

Website User Agreement

1. Scope

- 1.1. This Website User Agreement contains the terms of service that governs the relationship between (i) *With* BVBA, with registered office at Jan Van Rijswijcklaan 135, 2018 Antwerp, Belgium and (ii) authorized users of our website, available at poll.with-services.com, platform.with-services.com or www.sourcingcockpit.com (hereinafter: "Website"), and others who interact with our Website.
- 1.2. By using or accessing our Website or any part thereof (including tools, methodologies, etc. made available online or in conjunction with our Website), you agree to the terms contained in this Website User Agreement, which may be modified from time to time in accordance with Article 6.1 hereof.

2. Other Applicable Terms

- 2.1. In addition to the terms and conditions laid down in this Website User Agreement, other policies, disclaimers and statements may apply, and are incorporated herein by reference, including but not limited to our Disclaimer, made available at <http://www.with-services.com/docs/disclaimer.pdf>
- 2.2. In case of conflict, the terms of the Engagement Letter precede the terms of this Website User Agreement or in any other policy, disclaimer or statement incorporated by reference herein. If You or the organization of which You are an employee, director or agent is not bound by an Engagement Letter, only this Website User Agreement, including policies incorporated by reference herein, applies.

3. Providing information to With and sharing information

- 3.1. You expressly acknowledge and accept that you are entitled to disclose any of the information you will be providing to *With* when using the Website. Please note that, if such disclosure is done in connection with services provided by *With*, the confidentiality of such information is covered by an Engagement Letter or a separate agreement between *With* and the company or organization that has commissioned services from *With*.
- 3.2. If no such Engagement Letter would be in place, you agree, acknowledge and accept that any disclosure of information to *With* is at your sole responsibility and risk, unless agreed upon otherwise in writing in advance between us.
- 3.3. You agree not to share any password or login information provided to you by *With* or any third party in relation to the Website and/or any services provided by *With*.

4. Intellectual Property Rights

- 4.1. *With* shall retain any copyright and any other intellectual property rights in any aspect of the Website, whether or not presented in connection with or arising out of rendering its services, whether oral or in tangible form, including working papers and software platforms, as well as the methodologies and technologies used therein, and including trademarks, trade names and company names used in connection therewith.
- 4.2. Any information provided by you to *With* through the Website shall be owned by *With*, unless provided for otherwise in an Engagement Letter, which may include *With's* obligation to transfer intellectual property rights in relation to deliverables provided by *With* to the entity having executed the Engagement Letter.
- 4.3. You expressly acknowledge and accept that you will not modify, create derivative works of, decompile or otherwise attempt to extract source code from the Website, the tools made available through this Website, or any materials developed by *With* unless you have obtained our express prior written permission, which may be withheld or subject to conditions. Furthermore, You agree that You will not

reverse engineer any tools, methodologies, techniques or technologies used in connection with or embedded in the Website.

5. Representations and Warranties

- 5.1. *With* does not provide any representation or warranty as regards the operation, suitability, or fitness for a particular use or purpose of the Website or any and all tools made available through such Website. Furthermore, although *With* undertakes reasonable efforts to keep the Website, including information provided on or through the Website, safe and secure, *With* does not guarantee that the Website will at all times be error- or virus-free.
- 5.2. You agree that you will not submit inappropriate information or content to *With*, including but not limited to viruses or other malicious code, information that is unlawful, misleading, malicious, or discriminatory, and respect any security tools and settings used by *With* in relation to the Website.
- 5.3. Also, You agree that You will not provide any false, misleading, inaccurate or not updated information to *With*, including false personal information, and will not use the account information of a third party for providing to or exchanging information with *With*.
- 5.4. *With* shall be authorized at any time to terminate or suspend Your use of the Website or any part thereof:
 - at any time, if in *With*'s reasonable opinion, You have violated the letter or spirit of the terms contained in this Website User Agreement or any policy, disclaimer or statement incorporated herein by reference;
 - including the temporary or permanent suspension of your account, including login and password information.
- 5.5. By using the Website, You represent and warrant that *With* cannot not be held liable or responsible for any such permanent or temporary suspension.
- 5.6. If anyone brings a claim against us related to your actions, content or information provided to *With*, you will unconditionally and irrevocably indemnify and hold *With* harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- 5.7. You expressly agree and accept that *With* is entitled to audit Your compliance with the terms and conditions of this Website User Agreement.

6. Changes to this User Agreement

- 6.1. *With* may revise this Website User Agreement from time to time. The most current version of this Website User Agreement will always be at <http://www.with-services.com/docs/terms.pdf>. By continuing to access or use the Website after those changes become effective, you agree to be bound by the revised Website User Agreement.
- 6.2. This version of the Website User Agreement is effective as of 31 January 2016.

7. Dispute Resolution and Jurisdiction

- 7.1. The laws of Belgium apply to this Website User Agreement and any and all information or services provided by *With* and deliverables provided to you in this context. The courts of Antwerp (Belgium) shall have exclusive jurisdiction over any dispute, controversy or claim.

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