



GENERAL TERMS OF SERVICE

Last updated 2 May 2025

1. General provisions

1.1 These Terms are applicable to all Services provided by Spotable to its Customers. Any new features that augment or enhance the current Spotable Services shall be subject to these Terms.

These Terms contain the entire understanding of the parties on the subject matter hereof. By ordering Services from Spotable or registering an account on the Platform, the Customer agrees to be bound by these Terms. If the Customer does not agree to all of the provisions contained in these Terms, the Customer should immediately discontinue using the Services.

The application of any deviating terms (e.g. the Customer's general terms and conditions of purchase) is hereby explicitly excluded.

1.2 Spotable may make changes to these Terms from time to time. Whenever this occurs, it will revise the "last updated" date given above. The most recent version of these Terms will become applicable, supersede and replace all earlier versions with immediate effect. The most recent version of the Terms can always be found on the Spotable website (www.spotable.be/legal).

Spotable will notify the Customer via email whenever a material change to the Terms has taken place. If the Customer or User does not agree to these changes, they may terminate the Services within thirty (30) days following such notification. The Customer agrees that its continued use of the Services after such period, will constitute its acceptance of such revised Terms.

2. Definitions

2.1 In these Terms, the following definitions will be used:

"Confidential Information" means all information relating to the business, operations and/or customers of Spotable, regardless of how such information is disclosed and regardless of whether such information has been explicitly marked as confidential, including without being limited to any such information relating to an Intellectual Property Right.

"Customer" means any organisation or company that subscribes to the Services.

"Customer Data" means any data provided to Spotable or generated through the Platform in connection with the Services, in any format (including without being limited to, text, sound, video, or image files), including without being limited to address lookups, roof measurements, and estimations.

"User" means any officer, employee or agent of the Customer that uses the Platform on behalf of the Customer in the framework of the Services.

"Intellectual Property Right" means any patents, inventions, designs, copyright, database rights, software rights, knowhow, trademarks and trade names, and any other similar rights, whether registered or unregistered, anywhere in the world, including any applications, extension and renewals relating to such rights.

"Personal Data" means any information that may lead to the direct or indirect identification of a natural person.

"Platform" means the online software application (SaaS) used by Spotable to provide the Services to the Customer, which will be accessible through the Spotable website.

"Spotable" means Spotable BV, a company incorporated under Belgian law, having its office at Lentedreef 4, 8520 Kuurne and registered with the Crossroads Bank for Enterprises under company registration number 1008.603.030.

"Services" means the roof measurement and estimation services based on LiDAR data that the Customer has subscribed to and that will be made accessible to the Customer and the Users via the Platform.

"Terms" means these General Terms of Service.

3. Delivery of Services

3.1 The Services will be delivered to the Customer via the Platform. To receive access to the Platform, the Customer must create one or more accounts on the Platform, depending on the number of authorized Users agreed with Spotable. The Customer is responsible for the accurateness and completeness of the information provided via the accounts and for keeping the information up-to-date. The Customer is responsible for managing its User's access rights and making sure that said access rights are up to date at all times.

3.2 The Customer shall ensure every account made on the Platform is protected by a secure password that is sufficiently strong to prevent unauthorized access and use of the account. The Customer shall ensure that User logins and credentials are kept confidential, are individual and are not shared between several people.

3.3 Via the Customer account, the Customer can (i) manage and update its information, (ii) manage its subscription, (iii) create Users and configure their access rights, and (iii) review information on usage of the Services. Changes made to the subscription through the account may incur changes in subscription costs.

3.4 The Customer is responsible and liable for the acts and omissions of its Users and, more in general, for compliance with these Terms. The Customer shall notify Spotable immediately and terminate the relevant User's access to the Services and the Platform should it become aware of (i) any breach of this Agreement by a User or (ii) any possible misuse of a User's credentials.

4. Use limitations

4.1 The Services and the Platform may only be used by the Customer in accordance with these Terms and solely for internal business purposes.

4.2 The Customer shall not, directly or indirectly (including without limitation via one of its authorized Users):

- Use the Services and/or the Platform other than for their intended purpose;
- Use the Services and/or the Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent purpose or activity;
- Sell, lease, commercialize, rent, display, license, transfer, disclose or otherwise make available or permit access to the Services and/or the Platform, in whole or in part to any third party;
- Modify or develop derivative works based on the Services and/or the Platform;
- Decompile, disassemble, translate, reverse engineer, or attempt to reconstruct, identify, try to discover, copy or create derivative works on the basis of the source code of the Platform or its underlying ideas, techniques or algorithms, by any means whatsoever, or disclose any of the foregoing;
- Encumber the Services and/or the Platform with any security interest;
- Work around the technical limitations in the Services and/or Platform.

5. Limited warranty and liability

5.1 Spotable shall provide the Services to the best of its ability and in accordance with the competence, care, and diligence expected from a professional service provider. Spotable does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. Except as expressly set forth in this Article, the Services are provided "as is" and "as available" and Spotable disclaims all warranties, express or implied, including without being limited to warranties of merchantability and fitness for a particular purpose and non-infringement. Any timeframes given for the performance of the Services are indicative only, unless explicitly agreed otherwise.

5.2 The Customer acknowledges that the Services are based on innovative technologies, including without being limited to AI and LiDAR. Spotable cannot give any guarantee on the correctness of the results generated via such technologies, including without being limited to 3D measurements generated. The Customer remains solely responsible to verify the generated results and the fitness of the results for the particular application it intends to use the results for.

5.3 Spotable shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions. Spotable aims for the Services to be available twenty-four (24) hours a day, seven (7) days a week.

There may be occasions when the Services will be temporarily interrupted for scheduled or unscheduled emergency maintenance, upgrades and/or repairs, either by Spotable or by third-party providers, or because of other causes beyond Spotable's reasonable control. Spotable shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption and to minimize such disruptions where it is within Spotable's reasonable control.

5.4 Spotable cannot be held liable for any lack of availability of the Platform, the Services, the Customer Data or any other content, unless in case of demonstrated gross or intentional misconduct or negligence. Spotable can also not be held liable for failure or disruption in the functioning of any equipment and ancillary services needed to connect to, access or otherwise use the Services via the Platform provided for by the Customer.

5.5 To the maximum extent permitted by applicable law and unless in case of demonstrated gross or intentional misconduct or negligence and injury to body, life or health, the total aggregate liability of Spotable or any of its officers, employees or agents for claims or allegations of any nature relating to the Services under these Terms shall be limited to the subscription fees paid by the Customer during the twelve (12) months preceding the respective liability claim.

The Customer and User waive and shall not assert any claims or allegations of any nature whatsoever against Spotable, its officers, employees or agents for any indirect, incidental, special, consequential or exemplary damages, including without being limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from the use or the inability to use the Services.

These limitations of liability shall be valid, irrespective of the applicable liability regime, including without being limited to contractual liability, tort liability and faultless liability.

5.6 Any non-contractual liability claim in the framework of the Services must always be filed against Spotable and not against any of its officers, employees or agents. In any case, any limitation of liability under these Terms shall also be valid vis-à-vis Spotable's officers, employees or agents.

6. Intellectual Property Rights

6.1 Spotable is and remains the sole and exclusive owner and rights-holder of the Services and the Platform, and will retain all right, title and interest in and to the Services and the Platform, including any Intellectual Property Rights.

By virtue of these Terms, no Intellectual Property Rights in the Services or the Platform will be transferred to the Customer or User. The Customer or User will have no other rights to the Services or the Platform than the rights of access and use that are explicitly granted to it under these Terms.

6.2 For the duration of the subscription, the Customer grants Spotable a non-exclusive, worldwide, royalty-free, transferable and assignable right to use, modify, reproduce and display the Customer Data (including all related Intellectual Property Rights) to provide and improve the Services and/or the Platform.

The Customer represents and warrants that it owns all right, title and interest or possess sufficient license rights in and to the Customer Data as may be necessary to permit the use by Spotable contemplated under this Agreement.

The Customer will defend, indemnify and hold Spotable harmless from and against any loss, cost, liability or damage, including legal fees, for which Spotable becomes liable arising from or relating to any claim relating to Customer Data.

6.3 Spotable shall have the right to use any trademarks, tradenames, logos or other marks of the Customer for customer references on the Spotable website, social media announcements and/or sales presentations. With prior written consent of the Customer, Spotable may use the Customer's detailed case study in presentations or publications.

7. Confidentiality and data protection

7.1 The Customer undertakes to keep any Confidential Information which they would obtain when using the Services strictly confidential and not to disclose it to any third party. They shall only be entitled to use and/or share said Confidential Information with their officers, employees or agents when needed for the execution of these Terms and provided that such officer, employee or agent is bound by an equally strict confidentiality obligation.

The Customer shall promptly return, destroy or erase all Confidential Information upon expiration or termination of the subscription of the Customer or the respective Customer or User account.

This confidentiality obligation will survive the expiration or termination of the subscription for a period of five (5) years.

7.2 The Customer may need to provide Personal Data relating to themselves, their officers, employees or agents when subscribing to the Services or registering on the Platform. Such Personal Data are needed by Spotable in order to provide the Services and carry out all related administration. Spotable shall act as data controller in relation to such Personal Data and shall process such data only in strict accordance with Spotable's Privacy Policy.

In addition, the Customer Data may also contain Personal Data (e.g. address owners). In relation to such Personal Data, Spotable shall only act as data processor on behalf of the Customer, on the Customer's explicit instruction. For these purposes a further Data Processing Agreement (DPA) will be concluded between the Parties.

7.3 In relation to any Personal Data the Customer or User provides to Spotable, the Customer represents and warrants that:

- It complies with all applicable laws relating to the collection, use, and disclosure of Personal Data;
- It maintains and abides by a privacy policy, which clearly discloses that (a) it uses third-party service providers to provide services such as the Services; and that (b) it may disclose such Personal Data to such third-party service providers like Spotable; and
- It has made all required notifications and obtained all required consents and authorizations from the data subjects relating to the disclosure of Personal Data to a provider like Spotable.

8. Term and termination

8.1 Customer's rights of access to the Platform and the Services shall remain valid for the entire duration of the subscription, as agreed between the parties.

8.2 At the end of the billing period, the subscription will be automatically renewed for a new subscription period of equal length, unless terminated by the Customer at the latest 30 days before the end of the current subscription period. The Customer is solely responsible for terminating its subscription in due time.

8.3 Spotable, in its sole discretion, without prior judicial intervention and without owing the Customer any compensation, has the right to terminate any subscription, if:

- (i) The Customer breaches these Terms or any other applicable laws, and where such breach is remediable, has not duly remedied it within fifteen (15) days following a written notice hereto by Spotable;
- (ii) The Customer is declared bankrupt or files for bankruptcy, is placed under guardianship, ceases or risks having to cease its activities, or otherwise has shown signs of insolvency or insufficient financial means;
- (iii) Authorized law enforcement or other government agencies would so request.

8.4 Upon any termination of a subscription, Spotable will:

- (i) Immediately stop delivering the Services by terminating access to the Platform;

- (ii) Retain all Customer Data for a period of thirty (30) days, but thereafter Spotable may, but is not obligated to, delete all stored Customer Data for which the Customer has not requested Spotable in writing to return it. Once Customer Data is deleted, this cannot be reversed and the Customer Data cannot be restored.

9. Miscellaneous provisions

9.1 The failure of either party to exercise in any respect any right provided for in these Terms will not be deemed a waiver of any further rights hereunder. Any waiver of rights must be explicit and in writing.

9.2 If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

9.3 The rights and obligations under these Terms are not assignable, transferable, or sub-licensable except with Spotable's prior written consent. Spotable may transfer, assign or subcontract its rights and obligations under these Terms without prior consent of the Customer.

9.4 No agency, partnership, joint venture, or employment is created as a result of the Customer's use of the Services and the Customer shall not have any authority to bind Spotable in any respect whatsoever. Both parties shall at all times be considered as independent contractors.

10. Choice of jurisdiction and applicable law

10.1 Any litigation between Spotable and any other contractual or non-contractual party in relation to these Terms has to take place before the Courts of Ghent, Belgium.

10.2 Only Belgian law will be applicable to these Terms. Consumer law or conflict of law provisions do not apply.