

Annex 6: Terms and Conditions Alfapass

1. INTRODUCTION

CPU makes use of the Alfapass Services to verify the validity of an Alfapass Identity or to authenticate certain End-Users employed or under the responsibility of the Client.

By using CPU the Client shall come in direct or indirect contact with or shall use the Alfapass Services.

These Terms set out the terms and conditions that govern the Alfapass Services provided via CPU.

For the avoidance of doubt, these Terms form an integral part of the agreement between the Client and NxtPort. Alfapass shall not become a party to such agreement, nor shall Alfapass have any contractual obligation towards the Client pursuant to these terms.

Definitions

Capitalized terms used throughout these Terms shall have the meaning ascribed to them below, unless the context requires otherwise or unless specified otherwise:

"Alfapass Customer Group": means a group defined by NxtPort in ACMS, the Alfapass platform for managing identities, which selected Subscribers can use to associate certain Alfapass identities with the group. The Subscriber needs to have an account in ACMS. Nxtport shall actively approve if a particular Subscriber can make use of the Alfapass Customer Group. Terms of use of the Alfapass Customer Group are described in Documentation.

"Alfapass Customer Group Verification Service": means a service whereby Nxtport defines an Alfapass Customer Group and allow certain Subscribers to have access to the group through ACMS. The service features the Alfapass Customer Group Verification API for Nxtport to verify an Alfapass Identity and to verify that the verified Alfapass Identity belongs to the Alfapass Customer Group and belongs to a particular Subscriber.

"Alfapass Identity" means an electronic record that represent the identification of a natural person. Such an electronic record is created by Alfapass during the verification of the identity of the natural person whereby (i) the natural person is sent by his/her employer, to Alfapass to let Alfapass verify his/her identity, (ii) Alfapass verifies his/her identity using electronic systems and in person verification, including verification of the biometry of the person, (iii) Alfapass hands out an authentication token, the Alfapass smartcard, to the person containing his/her biometric information, (iv) and the person can use the token or MyAlfapass to authenticate himself/herself so that when an authentication is successful the person can be associated with the Alfapass Identity.

"Alfapass Services" means the general collection of all services provided by Alfapass that (i) NxtPort uses to verify the identity of an individual based on an Alfapass Identity, and (ii) NxtPort uses to authenticate End-Users in CPU in order to grant them specific authorizations. .

"Alfapass" means Alfapass NV, with registered office at Brouwersvliet 33, bus 8, 2000 Antwerp, Belgium and registered in the Crossroad Bank for Enterprises with enterprise number BE0870.804.335.

"Client" means the client of NxtPort using CPU.

"IRP Platform" means Inbound Release Platform as offered by NxtPort

"End-User" any natural person using MyAlfapass and/or an Alfapass smart card in order to access secured areas efficiently. End-Users must be employed or under the responsibility of the Client.

"NxtPort" means NxtPort BV with registered office at Sint-Pietersvliet 7, 2000 Antwerp, Belgium and registered in the Crossroad Bank for Enterprises with enterprise number BE 0429.672.881.

"Permitted Use" means IRP functionality as described in ANNEX 1 of IRP Terms and conditions

Alfapass Services

Alfapass offers electronic and physical services that allows NxtPort to verify the identity or the validity of the identity of End-Users in compliance with all applicable regulations. The purpose of the Alfapass Services is for NxtPort to make use of such Alfapass Services, to verify the identity of individuals, so that Nxtport can maintain access and control to certain enterprises or areas within an enterprise, by implementing various business logics that require an identity verification or an authentication. For the avoidance of doubt, these business logics, such as authorization, access control and others are the sole responsibility of NxtPort.

The Client may only use the Alfapass Services in connection with and as part of CPU. There are no implied licenses under these Terms and Alfapass reserves all rights not expressly granted to the Client hereunder.

The Client will not (and will not assist or permit any End-User to):

- have the right to make any adaptation or modification to the Alfapass Services;
- knowingly use the Alfapass Services to transmit, store or display infringing, libelous or otherwise unlawful or tortious content;
- except as permitted by applicable laws, copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt thereto or to extract the source code of the Alfapass Services.

The Client shall (and ensures that the End-Users shall) only use the Alfapass Services for the Permitted Use.

Obligations and Restrictions

The Client shall not (and ensures that the End-Users shall not) perform, enable or promote:

- any activity that is in breach of the law, public order or these Terms;
- unsolicited commercial communications (e.g. spam);
- collect or harvest personal information (e.g. phishing);
- any activity or sector that has been identified by Alfapass as unauthorised, as notified from time to time by Alfapass; or
- any activity that is offensive, defamatory, harmful to minors, indecent, illegal, in breach of third party rights, harmful to the Alfapass Services or otherwise objectionable or against good faith.

The Client shall be, solely, responsible and accountable for the genuineness and actions of the End-Users (indirectly) interacting with the Alfapass Services by use of CPU or for the way it, the End-Users, or any third party would use information and data, obtained from the Alfapass Services through CPU, whether such information and data was distributed intentionally not.

The Client ensures that it and the End-Users do not violate these Terms even after termination of the Client's contract with NxtPort.

The Client shall refrain from making any representations and warranties in respect of the Alfapass Services.

Intellectual Property Rights

The Client acknowledges that Alfapass is and remains the sole and exclusive proprietary owner of all Intellectual Property Rights related to the Alfapass Services, the Alfapass smartcards, the Alfapass smartcard keys, the Alfapass secrets and the documentation it may make available (including any new versions, updates, customizations, enhancements, modifications or improvements made thereto, together referred to as the "**Alfapass IP**").

Nothing in these Terms or the agreement between NxtPort and the Client shall convey any title or proprietary right or Intellectual Property Rights in or over the Alfapass IP to the Client or any third party. The Client shall not in any way acquire any title, rights of ownership, copyright, intellectual property rights or other proprietary rights of whatever nature in the Alfapass IP. The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Alfapass IP, or visible during its operation, or on media or on any documentation. The Client shall incorporate or reproduce such proprietary markings in any permitted back-up or other copies.

Warranty Disclaimer

The Client acknowledges that the Alfapass Services are provided "as is". Other than the warranties expressly set forth in these Terms, NxtPort expressly disclaims, to the extent permitted under applicable law, all warranties, express or implied, including any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose.

The Client shall not use (or assist any third party to use) the Alfapass Services for: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing product or service; or (iii) any other purpose that is to Alfapass' detriment or commercial disadvantage.

Liability

Subject to the maximum extent permitted under applicable law, NxtPort's liability in relation to the Alfapass Services shall per event (or series of connected events) not exceed the fees paid by the Client to NxtPort for a period of twelve (12) months prior to the date of the event (or last of the series of connected events) giving rise to the claim and this with a maximum amount of 50.000 euro.

NxtPort shall under no circumstances be liable to the Client in relation to the Alfapass Services for any indirect, punitive, special consequential or similar damages (including damages for loss of profit, lost revenue, loss of business, loss or corruption of data, loss of customers and contracts, loss of goodwill, the cost of procuring replacement goods or services, and reputational damage) whether arising from negligence, breach of contract or of statutory duty or otherwise howsoever, and third parties' claims. Each party shall have the duty to mitigate damages. The exclusions and limitations of liability under this clause shall operate to the benefit of NxtPort's affiliates and subcontractors to the same extent such provisions operate to the benefit of NxtPort.

NxtPort's liability with regard to the Alfapass Services is in any case limited exclusively to the correct functioning of the Alfapass Services. Consequently, NxtPort can in no case be held liable for any direct or indirect damage that would be caused by the Client or an End-User, after the Client or such End-User has gained access to a secure area or system as a consequence of the usage of Alfapass Service or MyAlfapass , in accordance with these Terms, or fraud on the part of the Client or End-User, or more generally by the use of any information originating from the Alfapass Service, either by the Client, the End-User or by any other third party.