

**Trial Subscription Terms**

**September 2023**

**1. Introduction**

- 1.1. Application** - These Free Trial Subscription Terms and Conditions apply to the provision of PwC Technology by PwC to You.

If you are an individual using the Free Trial Subscription for your own purposes: (1) all references to “Customer” are to you and (2) you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Contract.

- 1.2. Contract** - Subject to the Terms of Business available hereto ..., these Terms form a Contract between PwC and You or the entity or organization that you represent. This agreement becomes binding and effective upon acceptance by PwC of a Trial-Order.

**2. PwC Technology**

- 2.1. Ownership of the Technology**- PwC (or its licensors) owns all right, title, and interest, including all Intellectual Property Rights, in and to the PwC Technology and any Documentation or other materials provided by PwC under the Contract.

- 2.2. Licence** - Subject to the applicable Free Trial Order, PwC grants to You a limited, personal, non-exclusive, non-sublicensable, non-transferable trial licence for You and Your End Users to use the PwC Technology during the Trial Term, solely in accordance with the Documentation and this Contract, and solely for Your own internal business use and for demonstration purposes. You will not have the right to create derivative works of the PwC Technology.

- 2.3. Delivery** - PwC will deliver the PwC Technology to You, electronically.

- 2.4. Your equipment** - You are responsible for obtaining and maintaining all hardware, equipment, and software necessary to use the PwC Technology.

- 2.5. Support and maintenance** - PwC will not provide any support and maintenance services for the Free Trial Subscription.

- 2.6. Open source software** - The PwC Technology may include certain free and open source software components as may be identified (together “**Open Source Software**”). Your use of Open Source Software is governed exclusively by the terms applicable to the Open Source Software and not the terms of the Contract. You acknowledge any access to Open Source Software is provided on an “AS IS” basis.

- 2.7. Feedback** - If You choose to provide comments or feedback to PwC in relation to the PwC Technology, You hereby grant to PwC a worldwide, nonexclusive, royalty-free, transferable, sublicensable, perpetual and irrevocable license to use and otherwise exploit the Feedback for any purpose.

**3. Your responsibilities**

**3.1. End users**

- (a) You are responsible for You and Your End Users’ use of the PwC Technology, including compliance with the Contract.
- (b) You will ensure that only authorized End Users access the PwC Technology.
- (c) You will promptly notify PwC in writing if: (i) any changes to the End Users’ access rights or permissions are required and/or (ii) You become aware of any unauthorised use of the PwC Technology.
- (d) You will not licence or transfer your rights in relation to the PwC Technology.

**3.2. Acceptable use** - You will not and will ensure that End Users will not:

- (a) infringe PwC’s or its licensor’s Intellectual Property Rights;
- (b) decompile, decipher, disassemble, reverse engineer or otherwise decrypt the PwC Technology except to the extent permitted by non-excludable laws;
- (c) use the PwC Technology to provide services to a third party or allow any third party to either obtain a copy of the PwC Technology or to access or use the PwC Technology in any way not expressly agreed in writing by PwC in advance;
- (d) integrate or inter-operate the PwC Technology with other software, hardware or data used or licensed by You or the Software without obtaining any necessary permits, consents or licences required; or

- (e) duplicate, modify or create a derivative work from the PwC Technology without PwC's prior written consent.

breached or is lawfully obtained from a third party.

**3.3. Information about use** - the information contained in the PwC Technology is for general guidance on matters of interest only. More information can be found in the PwC Legal Disclaimer.

#### **4. Free Trial**

Upon acceptance by PwC of a Trial Order and subject to these Terms, PwC may offer You a free trial to access and use the PwC Technology.

#### **5. Confidentiality**

**5.1. Confidential information** - Each party agrees to use the other's Confidential Information only in relation to the performance of the Contract, and not to disclose it, except where required by law or regulation or by a professional body of which PwC is a member. PwC may give Confidential Information to the PwC Subcontractors and to others involved in performance of the Contract or the Services, provided they are subject to confidentiality obligations at least as restrictive as those in this Contract.

**5.2. Return of confidential information** - Except to the extent necessary for a party to continue to exercise its rights and perform its obligations under the Contract or as required by applicable law or professional standard, at any time upon the disclosing party's request, a receiving party will delete or destroy documents and other materials that contain or constitute Confidential Information of the disclosing party, as directed by the disclosing party.

#### **5.3. Data use -**

- (a) Parties agree and acknowledge that only non-production data will be used for the purpose of this Contract.
- (b) Notwithstanding other provisions in this Contract and provided that PwC complies with its confidentiality obligations, You agree that PwC may use any information obtained from Your use of the PwC Technology or supplied by You or anyone else working with or for You for the purposes of improving the PwC Technology.

**5.4. Exceptions** - Confidential information does not include any information that (i) is rightfully known to the receiving party prior to its disclosure; (ii) is independently developed by the receiving party without use of or reliance on confidential information; or (iii) is or subsequently becomes publicly available without the Contract being

**5.5. Providing of using the PwC Technology for others** – You agree that PwC may provide or use the PwC Technology for Your competitors or other parties whose interests may conflict with Yours, as long as PwC does not disclose Your confidential information and PwC complies with the PwC's ethical obligations.

#### **6. Data Protection**

**6.1. Compliance** - Each party will comply with applicable data protection legislation.

**6.2. Providing personal data** - You will not provide PwC with personal data unless the personal data is required for the performance of the Contract. In respect of any personal data shared with PwC, You confirm you have the necessary authority for PwC to use and transfer it in accordance with the Contract, and that data subjects have been given required information regarding its use. More information can be found in the PwC Privacy Statement, available [here to https://www.pwc.be/en/online/privacy-statement.html](https://www.pwc.be/en/online/privacy-statement.html).

**6.3. Permitted processing** - Each party may process personal data for any of the following purposes: (a) performing the Contract; (b) security, quality and risk management activities; (c) complying with any requirement of law, regulation or a professional body of which it is a member; and (d) administering and managing its business and services.

**6.4. Permitted transfers** - Each party may transfer personal data shared with it to any of its Affiliates (for You) or PwC Subcontractors (if PwC) in relation to any of the purposes set out in this clause 7. Some of these recipients may be located outside the country where the personal data originated or the data subjects are located. Each party may transfer the personal data only where it has a lawful basis to do so and any appropriate contractual or comparable safeguards required by applicable data protection legislation are in place to protect the personal data being transferred.

#### **7. Ownership**

As between the parties, each party (a) You own all right, title and interest in and to Your environment and Your data, including in each case all associated Intellectual Property Rights, and (b) PwC owns all right, title and interest in and to PwC Technology, Free Trial Subscription, Documentation and Feedback, including in each case all associated Intellectual Property Rights. Except for the rights expressly granted by one

party to the other in this Contract, all rights are reserved by the granting party. **and**

## 8. Liability

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU USE THE PwC TECHNOLOGY AT YOUR SOLE RISK, ON “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION :** (a) IN NO EVENT PwC, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS CONTRACT; THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION (COLLECTIVELY, THE “EXCLUSIONS”) APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## 9. Warranty

**Exclusion of warranties** - To the fullest extent permitted by law, no warranties, conditions or other terms are implied under this Contract. PwC does not warrant that the PwC Technology will: (a) be fit for any particular purpose; (b) be free of errors or defects, or operate securely, continuously or in an uninterrupted manner; (c) result in Your compliance with laws, rules or regulations of any government or regulatory authority; or (d) meet Your needs.

## 10. Term and Termination

**10.1. Term** - The Contract will commence on the Effective Date specified in the Trial Order and will last for the Term specified in the Trial Order, unless it is terminated earlier in accordance with the Contract's Terms.

**10.2. Effect of termination** - Upon termination or expiration of a Trial-Order: (a) all rights granted to You with respect with the Trial Subscription under such Trial-Order will terminate as of the effective date of termination, (b) PwC will have no obligation to renew the Free-Trial

Subscription, and (c) You and Your End Users will immediately cease accessing and using the PwC Technology and PwC may disable access and use with immediate effect. Subject to any applicable law, PwC may destroy or otherwise dispose of any content or data that PwC has in its possession.

## 11. Dispute Resolution

**11.1. Resolving disputes** – If a dispute arises in relation to the Contract, the parties will attempt to resolve it by conducting good faith discussions and negotiations before commencing legal proceedings.

**11.2. Applicable Law and jurisdiction** – The Contract and any dispute arising therefrom, whether contractual or non-contractual, will be governed by Belgian law and be subject to the exclusive jurisdiction of the Belgian courts.

**11.3. Limitation period** – Any claims must be brought no later than one (1) year after the date the claimant should have been aware of the potential claim.

## 12. General

**12.1. Matters beyond reasonable control** – The parties will not be liable for failure to meet their obligations due to matters beyond their reasonable and foreseeable control (a “Force Majeure Event”) including, without being limited to, war, natural disasters, terrorist attacks, diseases, epidemics and pandemics. In case a certain event cannot be considered a Force Majeure Event, but one of the parties can still prove that (i) the continued performance of its contractual duties has become excessively unfair or prejudicial due to an event beyond its reasonable and foreseeable control, and (ii) the event or its consequences could not have been or cannot be reasonably avoided, the parties will use their best endeavours to agree upon alternative contractual terms to remove or remedy such unfairness or prejudice, within a reasonable time of the invocation of this clause.

**12.2. Entire agreement and severability** - The Contract forms the entire Contract between PwC and You in relation to the PwC Technology and replaces any earlier written or oral contracts, representations or discussions. If any provision is found to be unenforceable, the remainder of the Contract will be enforced to the fullest extent possible. No party is liable to any other party (whether for negligence or otherwise) for a representation that is not in the Contract.

**12.3. PwC subcontractors** - PwC may use PwC Subcontractors or PwC Service Providers to

perform the obligations of the Contract and for the other purposes set out in clauses 5 and 6 of these terms. PwC is solely responsible for the PwC Technology provided by the PwC Subcontractors or PwC Service Providers.

- 12.4. Assignment** - No party may assign or delegate its rights or obligations under the Contract without the other party's prior written consent, and any assignment or delegation without such consent is void.
- 12.5. Publicity** - PwC may refer to You for marketing purposes (for example as a user of the PwC Technology) as long as PwC does not disclose Your Confidential Information. Except as expressly set out in the Contract, You do not and will not acquire any right under the Contract to use, and will not use, the name "PricewaterhouseCoopers" or "PwC" (either alone or in conjunction with or as part of any other word or name) or any logos, marks or designs of PwC or its related entities.
- 12.6. Rights of third parties** - A person or entity that is not a party to the Contract has no rights and may not enforce any term of the Contract.
- 12.7. Survival** - Any clause that is intended to survive termination of the Trial Subscription Terms will do so including, but not limited to, clauses 3-12.
- 12.8. Independence** -
- (a) Trial Subscription - PwC reserves the right to determine at its sole discretion if you are eligible for a Trial Subscription.
  - (b) Paying Subscription - If You wish to proceed with a paying subscription, Your onboarding will be subject to, and valid only upon receipt of, the necessary independence approvals and clearances as required by all relevant laws.
- 12.9. Changes** - PwC reserves the right, in its absolute discretion, to modify this Free Trial and/or these Free Trial Subscription Terms and Conditions at any time without prior notice and with no liability.

## 13. Definitions

Subject to the Terms of Business, the words and expressions defined within the Trial Subscription Terms will have those meanings throughout the Contract. The following words and expressions have the meanings given to them below:

**"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with You.

**"Confidential Information"** with respect to a disclosing party, means all information, data and material disclosed by such disclosing party to the receiving party (in whatever form) that is marked or described as, or provided under

circumstances reasonably indicating it is, confidential or proprietary. PwC's Confidential Information includes the PwC Technology, the Documentation and all non-public information and materials (technical, business and otherwise) related to the PwC Technology, (and the use of it) or provided by PwC to You in relation to the Contract.

**"Documentation"** means the standard technical documentation and user guides for the PwC Technology, as may be provided by PwC.

**"End User"** means, subject to clause 3.1, Your or Your Affiliate personnel permitted by You to access and use the PwC Technology.

**"Intellectual Property Rights"** means all copyrights, patents, rights with respect to trademarks, service marks, and trade dress, trade secret rights, rights in domain names, rights with respect to databases and other compilations and collections of data or information, publicity rights, and other intellectual and industrial property rights anywhere in the world, whether statutory, common law or otherwise.

**"PwC Legal Disclaimer"** - the PwC Legal Disclaimer on the <https://www.pwc.be/en/online/legal.html>.

**"PwC Firm"** means any entity or partnership within the PricewaterhouseCoopers network of firms, each of which is a separate legal entity.

**"PwC Subcontractors"** means other PwC Firms and other subcontractors, contractors and IT and other services providers used by PwC or other PwC Firms.

**"PwC Service Providers"**: EEA or non-EEA based providers of various services, including but not limited to administrative services, IT services and storage services, such as cloud services or software-as-a-service, called on by PwC with a view to the performance of its activities.

**"PwC Privacy Statement"** - the PwC Privacy Statement on the <https://www.pwc.be> website (<https://www.pwc.be/en/online/privacy-statement.html>) which describes the purposes for which and how PwC collects and uses Personal Data and which provides information about individuals' rights. That statement will be updated regularly.

**"Third Party Systems"** means the software, hardware, websites, databases, infrastructure, systems, and other technology of Your third party service providers.

**"Trial Order"** means an order to trial the PwC Technology pursuant to this Contract completed and accepted by PwC.

**"You or Your"** means the other party with which PwC enters into this Contract.

**“Your Materials”** means any information or materials that: (a) Client provides to PwC in connection with the Contract (including for purposes of making them available to End Users via the PwC Technology); or (b) Client or any End User inputs, transmits or uploads to, or otherwise stores or processes on or through, the PwC Technology.