Annnex 5: eECD API Terms and Conditions

1. Applicability

1.1. These ECLIC eECD terms and conditions (the "**API Terms and Conditions**") supplement the eECD Subscription Order form and General Terms and Conditions entered into between Subscriber and NxtPort CVBA, registered with the Crossroads Bank of Enterprises under company number 0429.672.881 and having its registered office at Brouwersvliet 33, Box 8, 2000 Antwerp (Belgium) ("**NxtPort**") entered into on [date] (the "**Agreement**") and describe the terms and conditions under which a Subscriber (as defined in the General Terms and Conditions) can make use of eECD API (hereafter the "**API**").

1.2. These API Terms and Conditions provide specific terms for the use of the API.

2. Definitions

2.1. Capitalized terms used in these API Terms and Conditions and not separately defined in these API Terms and Conditions, shall have the respective meanings ascribed to such terms in the General Terms and Conditions.

3. Description of the API

3.1. The API allows the Subscriber to use the digital eECD process and exchange Data with other eECD subscribers to conclude the EFTCO cleaning document. The aim of the API is to encourage the eECD subscribers to use the digital EFTCO cleaning document as best practice business process allowing to work paperless together. A detailed description of this eECD business process will be provided upon signing of the Agreement. The API and related eECD business process will be further enhanced and updated from time to time to reflect future eECD process developments.

4. Use of Data

4.1. In order to complete the digital EFTCO cleaning document via the API the Subscriber is required to provide the Data set out in the Data Sharing Rules which are attached as Annex 1 to this API Terms and Conditions.

4.2. The Subscriber providing the Data as set out in clause 4.1. is and remains the sole owner of its Data such as, but not limited to, product, safety data sheet, equipment, locations, users, transactional orders as described in the eECD workflow document which will be provided upon signing of the Agreement.

4.3. Under these API Terms and Conditions, the Subscriber is entitled to use the Data of other eECD subscribers only for the purpose of completing the digital eECD process. Under no circumstances will the Subscriber under these API Terms and Conditions be entitled to save, use or process the Data of other eECD subscribers for any other purposes than for the completion of the digital eECD Process. In the event that NxtPort (either directly or via ECLIC) would become aware of any other use of the Data, NxtPort may, after consultation with ECLIC, suspend the access to the API and/or Platform until the Subscriber has ceased to use the Data of such other purposed. If Subscriber has not ceased such use within a reasonable period of time, NxtPort may, after consultation with ECLIC, terminate the Agreement.

4.4. Additional rights, obligations and restrictions in relation to the provision and use of the Data are set out in the Data Sharing Rules.

4.5. NxtPort shall be entitled to use the Data in accordance with the General Terms and Conditions and Data Sharing Rules. In this respect the Parties agree that NxtPort shall only be entitled to ameliorate or enrich the Data to the extent that this has been agreed upon in the Data Sharing Rules. NxtPort shall not be entitled to sell, analyse or market any of the Data.

5. Data Retention

5.1. The data retention policy in relation to the Data is set out in the Data Sharing Rules as per annex 1 to the eECD API Terms and Conditions

6. Fees and pricing

6.1. In relation to the provision and use of the Data no costs will be charged for the provisioning and use of the Data by the Subscriber. Any charges or fees in relation to the use of the Platform and/or API (or set- up of this Platform/API) are set out in the eECD Subscription Order Form which forms an integral part of the Agreement.

7. Accuracy

7.1. The Subscriber will use best efforts to ascertain that the Data provided to the Platform is accurate at the moment of entry into the Platform.

7.2. Subscriber will provide all Data in compliance with the technical specifications applicable to the API as agreed between NxtPort and the Data Provider.

7.3. The Subscriber grants NxtPort and ECLIC the right to access and investigate specific Data in case (i) other subscribers report claims or potential fraud or (ii) of re-occurrence of Data inaccuracies. In the event of one of the forementioned cases, NxtPort may after consultation with ECLIC, suspend the access to the API and/or Platform until the Subscriber has rectified the claim, ceased fraud or inaccurate use of the Data. If Subscriber has not ceased such use within a reasonable period of time, NxtPort may, after consultation with ECLIC, terminate the Agreement.

8. Availability of the eECD API

8.1. The limitations on the availability of thirty six (36) months of the API as set out in clause 11 within the NxtPort Terms and Conditions paragraph does not apply to the eECD API. Unless otherwise agreed between NxtPort and ECLIC or unless otherwise set out in the General Terms and Conditions, the eECD API will remain available for the duration of the Agreement.

9. Compatibility Policy

9.1. Wherever possible, RESTful resources (or RESTful web services) and their representations will be maintained in a backwards compatible manner. If it is necessary to change a representation in a way that is not backwards compatible, a new resource (or media type) will be created using the new representation, and the old resource (or media type) will be maintained in accordance with the deprecation policy below. The behaviour of the API may change without warning if the existing behaviour is incorrect or constitutes a security vulnerability. For purposes of this clause, a RESTful resource-- is a resource based on representational state transfer (REST) technology, an architectural style and approach to communications often used in web services development

9.2. The API is considered backwards compatible if a program written against one version of the API will continue to work the same way, without modification, against future versions of the API.

9.3. NxtPort will use best effors to notify Subscibers of new deprecations.

9.4. With regard to the API reasonable notice of deprecations will be given. Any deprecated API will be available in its original form for at least 6 months, unless there are critical security vulnerabilities.

9.5. Requests which are made to deprecated APIs will return a header on the response to notify the Subscriber that the endpoint is deprecated.

10. Termination

10.1.   The Subscriber can revoke its eECD licence and its consent to use the Data from the API at any time provided a 3 months notification is given and there are no outstanding and open eECD transactions with any other Subscriber. The foregoing shall not result in a termination of the Agreement. Unless otherwise set out in this Agreement, such termination must be done in accordance with clause 16 of the General Terms and Conditions. In the event the Agreement is terminated, this will result in an automatic revocation of the eECD licence and its consent to use the Data from the eECD data sharing platform.

11. Effects on terminations

11.1.   In addition to the General Terms and Conditions the Parties agree that the charges and fees in relation to the use of the Platform and/or API as set out in the tariff table (*i.e.* the annual eECD subscription fee and purchased eECD credits) shall not be refunded in the event of expiration or termination for any reason whatsoever.