

## License Agreement for "WF-RepTool as a Service"

Important! Read carefully: this is a legal agreement. By using the Software (as defined below), you (Licensee, as defined below) are becoming a party to this agreement (hereinafter, the "**Agreement**") and you are consenting to be bound by all the terms and conditions of this Agreement.

### 1. DEFINITIONS

- 1.1. "**Article**" means an article of this Agreement;
- 1.2. "**Authorized User**" means any individual who is under a current and valid employment contract with a Licensee;
- 1.3. "**Change of Control**" means a substantial change in the ownership, management or control of a Party;
- 1.4. "**Data**" means any content submitted and/or transferred by Licensee in relation to the Software such as, without limitation, text, images, audio material, video material and audio-visual material;
- 1.5. "**Dispute**" means any dispute, controversy or claim arising under, out of or relating to the present Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims;
- 1.6. "**Functionalities**" means the core capabilities of the Software, namely:
  - calculate e-waste recycling and recovery rates using a harmonised system;
  - monitor output fractions downstream until end of waste status;
  - show depollution results;
  - collect data on e-waste material composition;
  - construct flow charts covering the whole chain of e-waste treatment processes;
  - report and document treatment performance and results to third parties such as governments, auditors and producers.
- 1.7. "**Intellectual Property Rights**" means any know-how, patent, trade mark (whether registered or not), trade name, business name, company name, work protected under copyright (including but not limited to computer programs and databases), sui generis database right, method, registered design or other design right and any corresponding property or right under the laws of any jurisdiction throughout the world, together with any right to apply for the grant or registration of those rights in any jurisdiction in the world in respect of an invention, discovery, trade secret, data, algorithm or formula;
- 1.8. "**Licensee**" means the natural person or legal entity who concludes this agreement with the Licenser;
- 1.9. "**Licensor**" means Waste Electrical & Electronic Equipment Forum a.i.s.b.l (abbreviated as WEEE Forum) an international not-for-profit association, duly established and validly existing under the laws of Belgium, with registered office at BluePoint Conference and Business Centre, Auguste Reyerslaan 80, 1030 Brussels, Belgium, registered with the Crossroads Bank for Enterprises under number 0883.940.313;

- 1.10. **“License”** means the rights as granted under Article 2.2;
- 1.11. **“License Key”** means a unique key-code that enables a Licensee and its Authorized Users, where applicable, to use the Software during the Term. Only the Licenser and/or its representatives are permitted to produce License Keys;
- 1.12. **“Order Confirmation”** means the electronic acknowledgement provided by the Licenser to the Licensee, confirming the Licensee’s license including details such as license type and price.
- 1.13. **“Party”** means Licensee and/or Licenser;
- 1.14. **“Privacy Policy”** means the privacy policy of the Licenser, available on <https://weee-forum.org/>
- 1.15. **“Registration Process”** means the procedure by which the Licensee submits the required information and agrees to the terms of this Agreement forth in order to obtain an account to use the Software. This process includes, but is not limited to, the provision of Licensee’s name, contact details and type of license. The completion of the Registration Process grants the Licensee a License Key.
- 1.16. **“Software”** means the web-application known as the WEEE Forum Reporting Tool or WF-Rep Tool. The WF-Rep Tool is specifically engineered as a database application to establish e-waste treatment results in a transparent, standardized and traceable manner;
- 1.17. **“Term”** means the duration of this Agreement as outlined in Article 9;
- 1.18. **“Third Party”** means any individual or entity other than Licenser and Licensee;
- 1.19. **“User Manual”** means a comprehensive set of resources provided by the Licenser to facilitate the correct usage of the Software. These resources include various documents, instructional videos, a section for Frequently Asked Questions (FAQs), and a glossary. All these materials are accessible at <https://www.wf-reptool2.org>. The Licenser reserves the right to unilaterally update or modify these resources;
- 1.20. **“Working Day”** means any day from Monday to Friday that is not a public holiday in Belgium.
- 1.21. **“Working hours”** means the time frame from 9:00 AM to 5:00 PM CE(S)T on any Working Day.

## 2. OBJECT

- 2.1. There are three different service levels of the Software: the free Downstream version, the Basic version and the Premium version. Relevant information about the different versions, including content, features and pricing, can be found here: <https://www.wf-reptool2.org/wf-licenses/>(which may be updated from time to time).

- 2.2. During the Term of this Agreement, the Licensor hereby grants to the Licensee a limited, non-exclusive, non-transferable and non-sub-licensable right to use the Software in accordance with the User Manual and this Agreement.
- 2.3. A License gives you the right and ability to use the features stated in <https://www.wf-reptool2.org/wf-licenses/>.
- 2.4. A License can only be used by one Licensee who is presumed to agree not to permit non authorized users to your License.
- 2.5. The scope of the License is also determined by the type of license purchased by the Licensee (free, basic or premium) and is specified in the Registration Process as well as in the Order Confirmation.
- 2.6. Without prejudice to Article 2.2 and for the avoidance of doubt, the License includes the right for the Licensee to provide access to the Software to its Authorized Users. This grant of access must be in compliance with this Agreement.
- 2.7. The non-exclusive character as stipulated under Article 2.2 means that the Licensor can grant licenses to Third Parties and/or use the Software itself.

### **3. ACCESS AND REGISTRATION**

- 3.1. The Software is accessible for the Licensee and/or the Authorized Users with a License Key via the website <https://www.tool.wf-reptool2.org>
- 3.2. It is the responsibility of the Licensee to remove any Authorized Users that the Licensee may consider no longer authorized to have access to the Software.
- 3.3. It is the responsibility of the Licensee to have internal procedures in place related to the use of the Software, data input, intellectual property rights and to keep all Authorized users aware of them. The Licensee is responsible for the data entered and other actions (e.g. connections, report sharing etc.) carried out by any Authorized Users that no longer have access to the Software.
- 3.4. During the Registration Process certain personal information relating to the Licensee may be requested, which will be processed in accordance with the Licensor's [Privacy Policy](#). Upon registration, the Licensee undertakes to provide accurate information and must complete all the mandatory fields in the registration form.

### **4. OWNERSHIP**

- 4.1. All Intellectual Property Rights in the Software remain vested in the Licensor and/or its licensors.
- 4.2. For the avoidance of doubt, title and copyrights to the Software, in whole and in part and all copies thereof are, and will remain, the exclusive property of the Licensor and/or its licensors.

- 4.3. The Licensee expressly acknowledges and accepts that it will not modify, translate, or otherwise create derivative works of the Software. Furthermore, the Licensee agrees that it will not reverse engineer any tools, methodologies, techniques or technologies used in connection with or embedded in the Software.
- 4.4. The underlying structure, organization, source code and background data sources embodied in the Software constitute valuable and confidential trade secrets of the Licensor and/or its licensors. These elements are protected by intellectual property laws worldwide, including but not limited to copyright and database rights where applicable.
- 4.5. The Licensor's company name, trademarks, logos, and any other product name, service name, or slogan are the exclusive property of the Licensor, and may not be copied, imitated, or used (in whole or in part) without the prior written consent of the Licensor.
- 4.6. As an exception to article 4.5, the Licensee is entitled to use the Licensor's logo, as depicted in Annex I (hereafter, the 'Logo') within its communication materials to its clients for the duration of this Agreement, provided that it maintains the integrity and quality standards associated with Licensor's brands.

The Licensee acknowledges and agrees that any unauthorized use or modification of the Logo constitutes a breach of this Agreement and may result in termination of this Agreement and/or the Licensee's rights to use the logo, as well as potential legal action for damages.

Upon termination or expiration of this Agreement, the Licensee shall cease all use of the logo and shall promptly remove it from all communication materials, including but not limited to, websites, promotional materials, and advertising campaigns.

The Licensor does not warrant that the Logo is free from infringement of third-party rights.

- 4.7. The Licensee shall promptly notify the Licensor of any unauthorized use, misuse, or infringement of the Licensor's Intellectual Property Rights, including but not limited to its Logo, that comes to its attention and shall assist the Licensor, upon its request, in taking appropriate legal action to protect its rights.

## 5. OBLIGATIONS OF LICENSEE

- 5.1. The Licensee shall safeguard its License Key and the associated accounts and passwords and those of its Authorized Users, if applicable, and will not disclose these to any Third Party. The Licensee is responsible for any and all activities carried out under its License Key whether or not the Licensee authorized that activity. The Licensee shall immediately notify the Licensor of any unauthorized use of the Software.
- 5.2. The Licensee shall exclusively use the License in accordance with the terms of this Agreement and the User Manual.
- 5.3. The Licensee shall comply with any and all applicable laws, regulations and codes of conduct and behavior that may directly or indirectly apply to the Software, including the Export Administration Regulations (EAR). The Licensee shall not accept this Agreement,

nor use the Software and/or download or upload any software or Data, if the use of the Software and/or a part hereof is prohibited or restricted by applicable laws.

- 5.4. Should the Licensee provide access to Authorized Users, it must guarantee that such access and use align with the terms and conditions detailed in this Agreement. Furthermore, the Licensee shall bear full responsibility for the actions and conduct of these Authorized Users.
- 5.5. The Licensee shall respect any security tools and settings used by the Licenser in relation to the Software, and the Licensee undertakes not to upload spyware and/or any other harmful software to the Software.
- 5.6. During the Registration Process and/or when inviting Authorized Users, the Licensee shall provide and maintain true, correct, and accurate information to the Licenser. If this information is incorrect or inaccurate, the Licenser reserves the right to (i) immediately terminate the Agreement on the basis of Article 10 and/or (ii) adjust the License type to accurately represent the actual circumstances and reassess the License fee to be effective retroactively from the start of the License.
- 5.7. It is the responsibility of the Licensee to ensure confidentiality of all parties when establishing connections and sharing reports and data generated from the Software with third party Licensees. The Licensee agrees to exercise caution when using the Black Box feature and undertakes not to share any confidential information with unauthorized or non - eligible parties. The Licenser shall not be liable for any damages arising from the misuse of the Black Box feature and or the improper handling or sharing of data resulting from its use. The licensee acknowledges and accepts full responsibility for maintaining the confidentiality and security of such data and for any consequences arising from its misuse.

## 6. LICENSE FEES AND PAYMENTS

- 6.1. Current and applicable fees for the Licenses are found here <https://www.tool.wf-reptool2.org> (taxes not included). The Licenser reserves the right to change the license fees published as well as the payment terms at their own discretion. Such changes, however, will not affect a License already paid for and will be communicated in advance to licensees.
- 6.2. The Licensee will pay to the Licenser the yearly fees and other charges and expenses as set forth during the registration process and as confirmed in the Order Confirmation. The fee will be calculated based on the information provided by the Licensee during the registration procedure and validated by the Licenser.
- 6.3. The fees are prepaid and non-refundable. In case of termination of this Agreement for any reason whatsoever by the Licensee and/or if termination is attributable to the Licensee, the Licenser will not provide refunds or credits for any partial months or years. Paid slots for reporting to additional plants that have not been used at the end of a license period can be transferred to the next year's license period in case of renewal.

- 6.4. If the Licensor terminates this Agreement before the expiration of the Term, unless the termination is attributable to the Licensee, the Licensor shall reimburse the Licensee for the fees corresponding to the unused portion of the subscription period. The Licensee has no right for any further compensation.
- 6.5. Upgrades from Basic license to Premium may generate additional fees that will be prorated over the remaining time of the License period. Additional fees will be indicated in the Confirmation Order.

## 7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants that it has the legal power to enter into this Agreement and perform its obligations hereunder.
- 7.2. The Software, including the Registration Process, may include links to websites or resources owned and/or managed by Third Parties including but not limited to the payment service provider. The Licensee shall act in accordance with the relevant terms and conditions of these Third Parties. The Licensor does not warrant and is not responsible or liable for the availability, accuracy, the related content, products, or services of these external sites or resources and/or the acts of those Third Parties. It's solely the Licensee's responsibility to use any of these websites or resources. The Licensor does not control and assumes no liability for Third Party resources, including their security, functionality, operation, availability or interoperability or how the Third Party resources or their providers use any data you provide to them.
- 7.3. Despite the Licensor's efforts to ensure accuracy and correctness, the Licensor does not represent or warrant that the information in the Software, including but not limited to default values and reporting rules, is accurate or correct. Under no circumstances should this information be considered as a replacement for or superior to applicable legislation or legal advice.
- 7.4. Although the Licensor provides some tools to help to keep information or Data confidential, the Licensor does not represent or warrant the confidentiality of any information and/or Data submitted and/or transmitted by the Licensee through the Software. It is the sole responsibility of the Licensee to ensure the confidentiality of such information, if applicable. This includes, but is not limited to, the obligation of the Licensee to use secure, encrypted connections when submitting and transmitting information via the Software.
- 7.5. The Licensor makes no representations or warranties of any kind, express or implied, statutory, or otherwise, including warranties of title, non-infringement, validity, enforceability, applicability, merchantability, or fitness for a particular purpose, except for those explicitly set forth in this Article 7, and all such representations and warranties are hereby expressly disclaimed.

## 8. DATA

- 8.1. The Licensee and/or Authorized User can submit Data in relation to the Software. The Licensee retains full ownership to this Data. The Licensor does not assert any ownership

over this Data. Nevertheless, by submitting Data, the Licensee and/or Authorized Users grant to the Licensor a free license to use the Data in so far this is necessary for (i) the proper operation of the Software (ii) to maintain security standards and/or (iii) upon request of the Licensee to migrate Data from an older to a newer version of the Software.

- 8.2. To ensure the adequate performance of the tool and database, without prejudice to Article 8.1, the Licensor is entitled to remove any Data from its Software at its own discretion and without explanation to the Licensee and/or Authorized Users. The Licensor will notify the removal of data to the Licensee when there is no immediate risk to compromise the well-functioning of the Software and Database or infringement of clause 8.2.
- 8.3. The Licensor is not responsible for the accuracy, completeness, appropriateness, or legality of the Data.
- 8.4. It is the exclusive responsibility of the Licensee to ensure that all Data comply with the Intellectual Property Rights and/or other rights of Third Parties and all relevant laws. If Data violates any Third-Party rights or laws, the Licensee is fully responsible, and the Licensor shall bear no responsibility.
- 8.5. The Licensor reserve the right to investigate and take appropriate action against anyone who violates or is suspected of violating the Terms and Conditions including removing any content or reclaiming the Licensee's user name at any time, and/or reporting the Licensee to law enforcement authorities and disclose all kinds of data supplied to the Software, if the Licensor receive a request for information and this is required by mandatory applicable laws, governmental regulations or rules, or by any orders of court or competent authority or arbitral tribunal.
- 8.6. While the Licensor ensures Data backups of 35 days, the Licensor is not liable for any loss, corruption, or unintentional disclosure of the Data, nor for any costs or expenses related to the backup or restoration of the Data not included in ordinary maintenance operations. In case of data loss, the Licensee will be able to request the Licensor for data restoration within the backup period.
- 8.7. If the Licensee opts for a free trial license as stated under Article 9.2, any Data submitted during the free trial period will be retained should Licensee choose to upgrade to a full license within the duration of the free trial period or after the termination of it.
- 8.8. The Licensee is able to modify or adapt certain attributes of the output fractions generated by the Software to align with national requirements. This adaptation is at the discretion of the Licensee and is intended to ensure compliance with the relevant laws and regulations within its jurisdiction. It is the responsibility of the Licensee to ensure that any adaptations or modifications made to the output fractions comply with national legislation. The Licensee acknowledges that the Licensor is not responsible for these changes.

## 9. TERM

- 9.1. This Agreement shall enter into force as of the receipt of the fee and costs as indicated in Article 6 and shall remain valid for a term of 12 months.

- 9.2. If the Licensee benefits from a free trial license and/or a free license, this Agreement becomes effective upon the Licensee's acceptance of this Agreement and remains in force for a duration of respectively two weeks for a trial license, and for an indefinite period, with the option for immediate termination, for a free license. If the Licensee decides to upgrade the free trial license and/or free license to a basic or premium license, the full license will take effect from the date of payment and will be valid for a period of 12 month.
- 9.3. Upon expiration of the initial term, the Agreement shall automatically renew for a period of 12 months under the conditions of a free license model, unless either Party provides written notice of termination prior to the expiration of the initial term.
- 9.4. In contrast with article 9.3, the Agreement shall renew for another 12 months under the license model (basic or premium) that corresponds to the renewal fee if Licensee pays the renewal fee before expiration of the initial term.
- 9.5. The Articles set forth in Articles 9.3 and 9.4 shall apply consecutively to each renewal period thereafter, unless otherwise mutually agreed upon in writing by both Parties.

## **10. TERMINATION**

- 10.1. The Parties are entitled to terminate the Agreement at any time through the account settings. In such an event, the reimbursement procedure outlined in Articles 6.3 and 6.4 shall apply.
- 10.2. In addition to Article 10.1 and without prejudice to any other remedies available, without prior warning and without having to request prior authorization from a court, each Party shall have the right, upon written notice to the other Party, to terminate this Agreement immediately (or with effect from any later date it may define) if:
  - i. the other Party commits a material breach of any of the provisions of this Agreement;
  - ii. exceptional circumstances beyond either Party's reasonable control that prevents the relationship between Parties to exist and survive; or
  - iii. a petition or proceeding, voluntary or involuntary, for relief under bankruptcy, dissolution, receivership, liquidation or similar lawsuit has been filed or commenced by or against the other Party, or if a trustee, custodian, receiver or similar officer is appointed to take charge of all or part of the other Party's business, or if the other Party ceases to do business at any time for thirty (30) consecutive days; or
  - iv. in so far and to the extent allowed by mandatory law, the other Party becomes insolvent or is otherwise unable to pay its debts as and when they become due; or
  - v. if the use of the Software by the Licensee might lead to damages to the Software, the Licensor, Licensees or any third party.
- 10.3. On termination of this Agreement all rights granted to the Licensee under this Agreement shall immediately cease, and the Licensee shall cease all activities authorized by this Agreement and shall have no further access to its Data. The Licensor may retain certain information as required by law or as necessary for legitimate business purposes. Upon explicit request of the Licensee, all Data entered by the Licensee will be immediately

deleted, with the exception of Data included in reports shared with other users of the Software. The latter will remain accessible by the parties the Data was shared with.

- 10.4. The Licensee agrees to promptly notify the Licenser in writing of any impending or completed Change of Control. Such notification must be provided no later than thirty (30) days prior to the effective date of the Change of Control, or as soon as reasonably possible if earlier notification is not feasible. Upon a Change of Control, the Licenser reserves the right to terminate this Agreement at its sole discretion.

## **11. SUPPORT, MAINTENANCE AND UPGRADES**

- 11.1. The Licenser shall from time to time provide updates and upgrades to the Software, aimed at improving functionality, enhancing security, and fixing bugs. These updates and upgrades will be downloaded and installed automatically to ensure optimal performance and security of the Software.
- 11.2. Despite the application of such updates and upgrades, the Licenser guarantees that the Functionalities will be maintained or improved. No update or upgrade will diminish the Software's core functionality as experienced by the Licensee at the outset of the license term.
- 11.3. Despite the provision of Article 11.1, should the Licensee be required to download the updates and/or upgrades, the Licenser will provide the Licensee with reasonable notice and instructions for implementing such upgrades and/or updates. The Licenser does not guarantee support for previous versions of the Software. Licensees are encouraged to keep their Software up to date to ensure continued support and optimal performance.
- 11.4. The Licenser shall ensure a minimum uptime of 95% for the Software during Working Hours calculated on a monthly basis, excluding the maintenance periods stipulated in Article 11.5. If the Software is down due to unforeseen events beyond control (force majeur) and/or issues that are wholly or partially attributable to the Licensee, then such downtime will not count as downtime for purposes of calculating uptime of the Software.
- 11.5. The Licensee will allow each month 3 maintenance periods for necessary maintenance operations or relevant updates. The Licenser commits to ensuring that a single maintenance period will not exceed 48 hours. The Licenser shall provide the Licensee with a prior notice of any scheduled maintenance period on the WF-RepTool website <https://www.wf-reptool2.org>.
- 11.6. The Licenser reserves the right to communicate with the Licensee in the form of newsletters or email about changes in license fees, planned Software updates and maintenance operations, and other planned specific orders relevant to the appropriate use of the Software that will lead to more than minor disruption in the services, or to respond to requests and inquiries from the Licensee. Licensee may opt out of receiving such communications at any time through the contact area of <https://www.wf-reptool2.org> or [weee-forum.org](http://weee-forum.org).

## **12. LIMITATION OF LIABILITY**

- 12.1. Without prejudice to Articles 12.2 and 12.4, either Party will hold the other Party, its directors, appointed representatives or employees harmless against all claims of any kind whatsoever that may arise or result from the existence, performance and termination of this Agreement and which are caused:
  - i. through a serious breach by such Party of the Agreement; or
  - ii. through gross negligence, fault or carelessness of such Party or of any person retained by it in the implementation of the Agreement; or
  - iii. through their failure to observe any applicable statutory and contractual obligations.
- 12.2. In no event will the Licensor, its shareholders, directors, officers, agents, employees, affiliates, business partners, licensors be liable to the Licensee or third Parties, for any lost profits or costs of procurement of substitute goods or services, or for any indirect, special, punitive, or consequential damages however caused.
- 12.3. The Licensor is not liable for the Licensee internet connection and the network that is being used to gain access to, and make use of, the Software. It is the responsibility of the Licensee to arrange for and fulfil the technical requirements needed to use the Software.
- 12.4. Notwithstanding anything to the contrary contained herein, the Licensor's liability to the Licensee for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by the concerned Licensee to the Licensor within the year of the incident's occurrence. The Licensee expressly agrees and accepts that the Licensor cannot be held liable for higher or other damages.
- 12.5. In alignment with clause 12.4, and to not lose the right to a compensation, the Licensee shall submit a claim for damages to the Licensor within 6 months from the date when the incident giving rise to the claim occurred. Free trial and Free Licensees will not have any right to economic compensation.

### **13. GENERAL**

- 13.1. The Licensor reserves the right to change these Terms at any time to reflect changes in applicable law or updates to the Software, or for similar reasons where such changes have no materially negative impact of your rights hereunder or your use of the Software. The most current version of these Terms will be posted on <https://www.wf-reptool2.org> and the Licensee hereby undertake to check the terms that apply at the time of using the Software.
- 13.2. If an amendment is material, or applicable law requires express consent of the Licensee, no change or modification of this Agreement shall be valid or binding upon the Parties unless it is in writing and accepted by both Parties.
- 13.3. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party

of any provision of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated in writing.

- 13.4. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement will be enforceable notwithstanding said expiration or termination, namely Articles 4.1 to 4.5; 5.4; 7;8; 12 and 15.
- 13.5. Titles are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.
- 13.6. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. The invalid provision will be modified to the extent necessary to make it valid, while preserving its intent to the greatest extent possible.
- 13.7. The Licensor may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity.
- 13.8. The Licensee is not permitted to transfer or assign this Agreement to any Third Party without obtaining prior written consent from the Licensor.

#### **14. APPLICABLE LAW AND VENUE**

- 14.1. This Agreement shall be interpreted and governed in accordance with the laws of Belgium. Any Dispute shall be subject to the law of Belgium.
- 14.2. The Parties aim to settle any Dispute amicably. If an amicable solution is not possible, the ordinary courts of Brussels, Belgium have exclusive jurisdiction to rule on the Dispute.

For exceptions or modifications to this Agreement, please contact the Licensor at:

Address: BluePoint Conference and Business Centre, Auguste Reyerslaan 80, 1030 Brussels, Belgium

E-mail: [info@wf-reptool.org](mailto:info@wf-reptool.org)

ANNEX I

Logo (refers to clause 4.6)

