

PORT PASS' END-USER LICENSE AGREEMENT

This End-User License Agreement (“EULA”) between you, the Port Pass Holder (as defined below), and Peripass NV, a public limited company with company number 0715.784.576 and registered office at Bellevue 3 bus 101, 9050 Ghent in Belgium (“Company”). The EULA sets forth the terms and conditions under which Company shall provide the Port Pass Holder with a license to the Application (as defined below) if You choose to use it, as well as the manner in which you should (or should not) use the Application and/or the Port Pass. A dual-use option is available for the Port Pass. You may either use the Port Pass via the Application, or via a printed paper Port Pass.

Please note that this EULA may be updated from time to time. The latest version shall always be available on Company’s Website and in the Application. Company shall send the Port Pass Holder a notification in the Application or by e-mail when an update to the EULA is available. The new version enters into effect when You receives the notification.

1. DEFINITIONS

Capitalised terms shall have the meaning as set out below.

Application	The optional mobile or web-based application provided by Company or an authorised third party, used by the Port Pass Holder, including any updates, upgrades, enhancements, modifications or new versions made available by Company to (the) Port Pass Holder(s);
EULA	The rules and guidelines for the proper use of the Application and/or Port Pass by the Port Pass Holder(s);
ISPS Code	The International Ship and Port Facility Security Code, which outlines mandatory security requirements for ships and port facilities to prevent security threats, as well as all regional implementations of the ISPS Code;
Port	A geographical area that encompasses multiple Sites and is governed by specific regulations, including the ISPS Code;
Port Pass	The digital or paper identification for Port Pass Holders, enabling a Port Pass Holder to gain access to a Site. The Port Pass can be used through the Application or through paper print out;
Port Pass Holder or You(r)	The person that installs and/or accesses, and/or uses the Application and/or the Port Pass;
Intellectual Property Rights	Any and all of Company’s rights to patents, design, utility models, trademarks, trade names, know-how, trade secrets, copyrights, photography rights, other industrial and intellectual property rights relating to the Application and the Port Pass, whether registered or not;
Privacy Legislation	The (supra)national privacy legislation, applicable on the processing of personal data by Company or the Customer, related to the execution of the Agreement, such as, but not limited to (i) the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (‘General Data Protection Regulation’ or ‘GDPR’), (ii) Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector (‘E-privacy Directive’), (iii) the Belgian Data Protection Law of 30 July 2018 and any other or future implementation in national legislations;
Site(s)	Each physical location(s), situated within a Port, where the Port Pass is used to gain access; and
Website	www.portpass.com , as well as any subdomains or other/future websites of the Company.

2. SCOPE OF LICENSE**2.1 Standard license to Application**

- 2.1.1 Subject to Your compliance with this EULA and provided you choose to use the Application, Company grants the Port Pass Holder, for the duration of this EULA (*cf.* **Article 3**) a limited, personal, non-exclusive, non-commercial and non-transferable license to (i) use the Application and (ii), install the Application on a mobile device that You own or control .
- 2.1.2 The license to the Application is a single instance license for a single Port Pass Holder, which allows the Port Pass Holder to install and/or access the Application on one or more devices. However, the Port Pass Holder is prohibited from accessing or using the Application concurrently on multiple devices. The same restriction applies to the use of the paper Port Pass.
- 2.1.3 The terms of this EULA shall govern Your use the Application, including any standard upgrades, updates, enhancements or other modifications to the Application provided by Company, unless such upgrade, update, enhancement or other modification is accompanied by a new or customized EULA.

2.2 Non-transferable

2.2.1 The license granted under Article 2.1 is non-transferable. This means that the Port Pass Holder shall not:

- ✓ Transfer, lend or otherwise make available the Application to any third parties using the Port Pass Holder's license.;
- ✓ share log-in credentials, passwords, or other access information related to the Port Pass Holder account with third parties; and
- ✓ distribute or make the Application available over a network where it could be accessed or use by third parties.

3. DURATION

The EULA takes effect on the date the Port Pass is made available to the Port Pass Holder. The EULA applies for the duration of the Port Pass Holder's use of the Application and Port Pass, which corresponds to the validity period of the Port Pass, unless terminated earlier in accordance with **Article 8**.

4. CONDITIONS OF USE

4.1 Acceptable use of the Application and Port Pass

4.1.1 The Port Pass Holder hereby agrees to use the Application and/or Port Pass in accordance with certain restrictions and conditions. In particular, the Port Pass Holder shall not:

- ✓ share, or falsify the Port Pass, the unique verification mechanism, or any associated credentials;
- ✓ use falsified or outdated identity documents;
- ✓ circumvent or mislead the registration and activation process to verify its identity, regardless of whether it is conducted via the Application, paper or another third-party platform, such as by using a photograph instead of a live facial scan or using any other falsified biometric data;
- ✓ use any software, tool, or method to spoof its location or tamper with the integrity of its device's operating system (e.g., rooting or jailbreaking) in a manner that compromises the functionality or security of the Application;
- ✓ use the Application and/or Port Pass in a way that interferes with or adversely affects the Application and/or Port Pass or use of the Application and/or Port Pass by other Port Pass Holders;
- ✓ copy (part of) the Application in any way shape or form (except as permitted by this EULA);
- ✓ use a Port Pass that does not belong to them;
- ✓ use the Application and/or Port Pass in a way that is in general to be considered abnormal use of the Application and/or Port Pass;
- ✓ reverse-engineer, disassemble or otherwise attempt to derive the source code of the Application;
- ✓ use the Application and/or Port Pass in a way that violates Privacy Legislation;
- ✓ modify, alter, temper with, or otherwise create derivative works of the Application;
- ✓ use the Application and/or Port Pass in a way that advocates or induces illegal activity, including but not limited to the smuggling of goods, human trafficking, or other unlawful activities;
- ✓ transfer the license to the Application to a third party in violation with **Article 2.2** of this EULA;
- ✓ use the Application and/or Port Pass in a way that violates or otherwise encroaches on the rights of Company or others, including, but not limited to, infringing or misappropriating any privacy, human, Intellectual Property Rights or any other proprietary rights.

4.1.2 The Port Pass Holder commits itself to:

- ✓ actively cooperate with the identity verification services, including providing a scan of a valid and current identity document and a live facial scan. The Port Pass Holder is solely responsible for the accuracy and completeness of its identity data, including a valid and current identity document. In the event that an identity document expires before the Port Pass, the Port Pass Holder must immediately complete a new registration process, including the submission of a valid and current identity document and a new visual scan, to ensure the Port Pass remains active;
- ✓ Implement reasonable security measures, such as securing its device with access controls (e.g., strong passwords) and securing the Port Pass (whether digital or printed) against loss, theft, or unauthorized reproduction. The Port Pass Holder is solely responsible for the security of its Port Pass and the device on which it is installed and/or accessed and shall immediately notify its employer in case of loss or theft;
- ✓ use the Application and/or the Port Pass solely for its intended purpose, which is to facilitate authorised identity verification and access to a Site;
- ✓ when presenting the Port Pass at a Site for access, immediately submit to the mandatory live biometric verification (Face-ID) at the Site to prove its identity;
- ✓ always use the latest, updated version of the Application as (and if) made available by Company (*cf.* **Article 7.2**);
- ✓ notify any malfunction, disruption, hacking, security breach, unauthorized access through its own or another Port Pass Holder's credentials, etc. (due to, for example, bugs or malicious code) of the Application or the Port Pass to the Company.

4.2 In the event that the automated online identity verification in the Application or third-party platform is not possible, the Port Pass Holder acknowledges and agrees to undergo a fallback procedure. This procedure may involve the Port Pass Holder scheduling an appointment with a qualified third-party security professional in Belgium for manual identity verification.

4.3 Legal disclaimer

- 4.3.1 The Port Pass Holder acknowledges that the Site they seek to access is a highly regulated environment, governed, amongst others by the ISPS Code and other national and international regulations.
- 4.3.2 The Port Pass and the Application are provided as a tool to facilitate the Site's compliance with these regulations. The Port Pass Holder remains solely responsible for understanding and complying with all security protocols, rules, and regulations of the Site they enter.
- 4.3.3 Company shall not be liable for any fines, penalties, or damages incurred by the Port Pass Holder due to a violation of the ISPS Code or any other Site-specific rule.

5. DATA PROTECTION

Company shall process personal data of the Port Pass Holder in accordance with Privacy Legislation and with the Company privacy policy as published on the Website or the Application.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Port Pass Holder acknowledges that Company is and remains the sole owner of all Intellectual Property Rights related to the Application, Port Pass and all associated materials, including any updates, enhancements and derivative works. Nothing in this EULA shall be construed as to limit Company's right, title and interest in the Application and the Port Pass.
- 6.2 To the best of its knowledge, the company warrants that the Application and the Port Pass do not infringe the intellectual property rights of any third parties. If a third party (successfully) claims that the Application and the Port Pass infringe its intellectual property rights, Company shall to the extent commercially reasonable and legally permissible, obtain the right to use the third-party software or will amend or replace it so as to allow the Port Pass Holder to lawfully use it.

7. WARRANTY

- 7.1 The Application and the Port Pass are provided to the Port Pass Holder on an "as-is" basis. Company makes no warranties of any kind, whether express or implied, regarding the performance, quality, or suitability for a specific purpose of the Application and the Port Pass.
- 7.2 Company will perform maintenance and provide updates as required. Company reserves the right to make, in its sole discretion, material or non-material changes and/or updates to the functionality of the Application from time to time.
- 7.3 Company shall not warrant, and expressly disclaims, the following:
- ✓ that the Application shall operate completely without errors;
 - ✓ that the Application shall work on every device and on future versions and upgrades of such device, given evolving nature of technology;
 - ✓ that all defects in the Application shall be corrected;
 - ✓ the compensation for damage caused by an alteration or a modification made by the Port Pass Holder or other unauthorized persons, or from the correction or repair of any malfunction caused by such alteration/modification;
 - ✓ the correction or reparation of a malfunction caused by the improper use or installation of the Application and/or negligence of the Port Pass Holder and/or any other breach of its commitments under **Article 4.1**.
- 7.4 Company is not responsible for examining or maintaining the compliance of devices, in which the Application is installed and/or accessed and shall not warrant the compensation of any damage or the correction of any malfunction of the Application caused by such device.
- 7.5 If applicable law governing to the use of the Application provide that certain warranties cannot be excluded or can only be excluded to a limited extent, this EULA shall be interpreted in accordance with such mandatory law provisions.

8. LIMITED LIABILITY

- 8.1 Company shall not be liable for any incidental, special, indirect or consequential damages whatsoever, such as but not limited to damages for loss of property, loss of profits, loss of revenue, loss of data, advisory fees, etc.
- 8.2 The limitations of liability set forth in this Article 8 shall not apply to damages caused by wilful misconduct or gross negligence attributable to the Company.

9. TERMINATION

- 9.1 Breach of any of the terms of this EULA by the Port Pass Holder shall result in the immediate revocation of the Port Pass and license to the Application. The Port Pass Holder shall immediately cease all use of the Application and Port Pass, and the Company may deactivate or suspend access to the Application and any Port Pass.
- 9.2 Upon termination of this EULA, the Port Pass Holder is obligated to immediately (i) destroy all copies of the Application, the Port Pass and associated license files, including any backup or archival copies, (ii) to uninstall the Application from all devices they own or control and (iii) to not access the Application anymore.

10. MISCELLANEOUS

- 10.1 Port Pass Holder acknowledges that it has fully read and understood all terms within this EULA.
- 10.2 If any provisions of the EULA is held to be unlawful, invalid or unenforceable, such provisions shall be deleted and the remaining parts or clauses shall not be affected and shall remain valid and enforceable as if the invalid or unenforceable

parts or clauses were not part of the EULA. Any such part or clause shall be replaced by a provision that, insofar as legally possible, comes closest to the intention of parties in the affected part or clause. Parties shall in good faith negotiate and agree a mutually acceptable provision that shall replace the deleted provision.

- 10.3** Neither party shall be liable for failures or delays caused by events beyond its reasonable control, including natural disasters, pandemics, government actions, or network outages.
- 10.4** No deviation from this EULA shall be accepted, without prior written consent of Company.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1** This EULA and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of Belgium, with exclusion of all conflict of laws rules.
- 11.2** All disputes arising out or relating to the performance of this EULA shall be subjected to the exclusive jurisdiction of the courts of the district in which Company has its registered office.