



Annex II: General Terms and Conditions

1. Definitions

1.1 In these General Terms and Conditions, the below capitalized terms have the following meaning:

"Agreement": this Agreement consists of the accepted Offer, the General Terms and Conditions and its exhibits.

"Go Vocal": Go Vocal NV, having its registered office and principal place of business at 1000 Brussels, Pachecolaan 34, Belgium, registered with the Belgian Crossroads Bank for Enterprises under company number 0638.901.287.

"Customer": the (future) contracting party of Go Vocal in respect of whom the Agreement is entered.

"Customer Data": any data that is generated through user input or uploaded by Advisory Neighborhood Commission 3/4G through the Services, as well as any data based on or derived thereof or provided to Advisory Neighborhood Commission 3/4G as part of the Services.

"Confidential Information": all information that is considered confidential by the parties, either because the parties have clearly identified such information as confidential or proprietary, or because the information should reasonably be considered as confidential in view of the nature of the information or the circumstances. Confidential Information includes, but is not limited to, the terms of this Agreement, trade secrets, user data, and information not generally known to the public, such as business plans, strategies, practices, products, personnel and finance.

"Disclosing Party" means the party that discloses confidential Information to the Receiving Party under the Agreement.

"Data Processing Agreement": the agreement as attached to this Agreement under Annex II.4.

"Equipment": all devices and peripherals necessary to connect, access or otherwise make use of the Services, such as, but not limited to: modems, hardware, servers, software, operating systems networks, and web servers.

"Expiration Date": the date on which the Agreement is terminated.

"Fees": the amounts payable by Advisory Neighborhood Commission 3/4G for the use of the Services and for the implementation of the Services.

"Force Majeure": any event or circumstance which is beyond the reasonable control and without the fault



of the party affected, and which temporarily or permanently prevents the affected party from (further) performing its contractual obligations under the Agreement. Such events or circumstances are for example, without limitation: riots, wars, acts of terrorism; earthquakes, floods, fires and other natural disasters; sabotages; strikes; epidemics of pandemics; interruptions and malfunctions of computer facilities;

"General Terms and Conditions": these general terms and conditions, including its exhibits, which apply to every Offer made by Go Vocal, every acceptance by Advisory Neighborhood Commission 3/4G of an Offer, and in general to every agreement entered within that framework between Go Vocal and Advisory Neighborhood Commission 3/4G .

"Intellectual Property Rights": all acquired and future intellectual property rights, including but not limited to copyrights, trademarks, design rights, patents, know-how, trade secrets, inventions, all applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world and all other intellectual property rights protected by any applicable law.

"License": the right of Advisory Neighborhood Commission 3/4G conferred by Go Vocal to use the Services in accordance with the Agreement.

"License Commencement Date": the date upon which the License commences, as determined in the accepted Offer.

"License Expiration": the date upon which the License expires, as determined in the accepted Offer.

"License Fee": the portion of the Fee which is paid by Advisory Neighborhood Commission 3/4G for the use of the Services.

"Maintenance Window": the time gap between 12 AM (midnight) and 6 AM CET from Mondays to Saturdays, and the entire day on Sundays and Official Belgian holidays.

"Offer": the explicit, written proposal from Go Vocal to Advisory Neighborhood Commission 3/4G to enter an agreement.

"Partner": any party who has a contractual relationship with Go Vocal and who acts on behalf of Go Vocal with respect to one or more Services.



"Pricing Plan": the chosen set of Services (Essential, Standard, Premium), as further detailed under Annex I.

"Priority Support": the level of support provided by Go Vocal to a Customer if Advisory Neighborhood Commission 3/4G opted in for a Premium Pricing Plan, of which the Service Level Objectives are detailed in the Service Level Agreement.

"Privacy Policy": the current statement of Go Vocal regarding the processing of personal data, as further detailed under Annex II.3

"Receiving Party" means the party receiving confidential information from the Disclosing Party under the Agreement.

"Services": the services provided by Go Vocal to Advisory Neighborhood Commission 3/4G under this Agreement, including software (platform), know-how, as well as related improvements, extensions and modifications, that will be available and detailed in the applicable Pricing Plan.

"Service Availability:" the time duration during which the Services are available, as measured in minutes over the course of a one-month period, hereby excluding minutes of a Maintenance Window and the minutes dedicated to emergency maintenance.

"Service Credits": an amount to which Advisory Neighborhood Commission 3/4G is entitled if a Service Level Objective is not met by Go Vocal, of which the calculation and conditions are set forth in the Service Level Agreement.

"Service Issues": any interference of the Services as further detailed in the Service Level Agreement.

"Service Level Agreement": the Annex II.2.A <OR> Annex.II.2.B as attached to these General Terms and Conditions.

"Service Level Objectives": the intended levels of the provision of the Services as described in the Service Level Agreement.

"Support": the support provided by Go Vocal to Advisory Neighborhood Commission 3/4G in the context of the Agreement, of which the Service Level Objectives are detailed in the Service Level Agreement.

"Target Resolution Time": under the condition that Advisory Neighborhood Commission 3/4G has opted in for a Premium Pricing Plan, the time gap between the notification of a Service Issue and the temporary



or definitive resolution of the Service Issue. The Target Resolution Time is calculated within Working Days and is further specified in the Service Level Agreement.

“Target Response Time”: under the condition that Advisory Neighborhood Commission 3/4G has opted in for a Premium Pricing Plan, the time gap between the notification of a Service Issue and the oral or written acknowledgement by Go Vocal of the Server Issue. The Target Response Time is calculated within Working Days and is further specified in the Service Level Agreement.

“Term”: the current or renewed periods during which the Agreement is effective.

“User”: any individual end user of the Services who is granted user access to the Services by Advisory Neighborhood Commission 3/4G .

“Working Day”: Monday to Friday during the hours of 9:00 AM through 6:00 PM Central European Time (CET), with the exclusion of Official Belgian Holidays.

2. Conclusion of the Agreement

2.1 Every Offer is without obligation until the moment of acceptance by Advisory Neighborhood Commission 3/4G . By such acceptance, an Agreement is deemed to have been fully and legally entered. The written or electronic signature of the Offer by both parties shall constitute such acceptance.

2.2 By virtue of entering this Agreement, Advisory Neighborhood Commission 3/4G shall be assumed to accept these General Terms and Conditions.

3. Delivery of the Services

3.1 Go Vocal shall make available the Services to Advisory Neighborhood Commission 3/4G from the License Commencement Date, in accordance with the Service Level Agreement and the other provisions of the Agreement. Advisory Neighborhood Commission 3/4G shall have the right to use the Services within the restrictions set out in the Agreement.

3.2 Subject to the terms hereof, Go Vocal shall provide Advisory Neighborhood Commission 3/4G with technical support services in accordance with the terms set forth in the Service Level Agreement.

3.3 Go Vocal has the right to deliver the implementation and/or general support aspect of the Services by its Partner(s).

3.4 Advisory Neighborhood Commission 3/4G may at all times request Go Vocal to upgrade/downgrade to a different Pricing Plan. Such requests shall be delivered in writing or by email. Such a change to a



Pricing Plan shall take effect upon acceptance in writing or by email by Go Vocal, which shall be no later than fourteen (14) days following the request of Advisory Neighborhood Commission 3/4G.

3.5 If Go Vocal is prevented by Force Majeure of a permanent or temporary nature from performing or further performing the Agreement, regardless of whether the Force Majeure was foreseeable, Go Vocal shall be entitled, without any obligation to pay damages, to terminate the Agreement in whole or in part by means of a written notice without judicial intervention, without prejudice to Go Vocal's right to payment by Advisory Neighborhood Commission 3/4G for performance already performed by Go Vocal before there was a situation of Force Majeure or to suspend performance or further performance of the Agreement in whole or in part.

4. Service levels

4.1 Go Vocal commits itself by means of a best-effort obligation to provide the Services in accordance with the Service Level Objectives as determined in the Service Level Agreement.

4.2 If Go Vocal fails to meet the Service Level Objectives, Advisory Neighborhood Commission 3/4G is entitled to Service Credits, the calculation of which is included in the Service Level Agreement.

4.3 To the extent reasonably possible, Go Vocal will inform Advisory Neighborhood Commission 3/4G of any anticipated failure to meet a Service Level Objective and of the steps Go Vocal shall take (or has already taken), in order to avoid the failure to meet the Service Level Objective, in accordance with the Service Level Agreement.

5. Restrictions and responsibilities

5.1 Advisory Neighborhood Commission 3/4G warrants and represents that it shall not, to the extent permissible by mandatory law, when using the Services:

- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services.
 - Modify or translate any written, graphic, or digital representation of the Services or create or publish derivative works based on the Services.
 - Remove or obfuscate proprietary notices or labels of Go Vocal or third party proprietaries.
 - Otherwise violate the Intellectual Property Rights of Go Vocal or third parties. Advisory Neighborhood Commission 3/4G also warrants and represents that it shall undertake its best
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efforts to promptly remove from the Services any content uploaded by the Users that violates or may violate Intellectual Property Rights of any third party.

- Use the Services for time sharing or service bureau purposes or otherwise for the benefit of a third party.
- Upload malware, viruses, trojan horses, spyware or other similar malicious software.
- Upload and distribute illegal content and content that incites hatred, violence, discrimination or other illegal activities. Advisory Neighborhood Commission 3/4G also warrants and represents that it shall undertake its best efforts to promptly make available any content uploaded by the Users that violates or may the aforementioned cases.
- Use the Services for the purpose of distributing unsolicited electronic communications.
- Interfere, circumvent, or undertake any attempt thereof, with respect to the security features of the Services.
- Undertake any other act that may interfere with the functionality, availability, or integrity of the Services.
- Use the Services in any other way that violates other policies or instructions provided by Go Vocal. It shall be at the discretion of Go Vocal to implement or modify any policy or instruction.
- Use the Services in any other way that violates applicable regulations.

5.2 Furthermore, Advisory Neighborhood Commission 3/4G warrants and represents that it shall, while using the Services:

- Promptly obtain the consent of any owner of Intellectual Property Rights to use their works on the Services. Such consent must be promptly obtained as well if a User distributes any aforementioned work. If such consent is not obtained within a reasonable term, or if any content distributed on the Services otherwise infringes the previous paragraph, Advisory Neighborhood Commission 3/4G represents and warrants that it shall promptly remove or make unavailable such content without undue delay.
 - Obtain, maintain and secure the Equipment, which is the sole responsibility of Advisory Neighborhood Commission 3/4G and which does not directly nor indirectly form part of the Services.
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- Adopt secure IDs and passwords, and implement appropriate organizational measures with respect to passwords in relation to the access to the Services in line with any possible instructions provided by Go Vocal.
 - Inform all Users of the Services (employees, officers, consultants) of these General Terms and Conditions.

5.3 If Advisory Neighborhood Commission 3/4G violates any provision of the previous paragraphs, Go Vocal shall have the right to suspend Advisory Neighborhood Commission 3/4G's access to the Services, subject to a written notification by email or other electronic means, two (2) working days in advance of the intended suspension. Advisory Neighborhood Commission 3/4G shall thereby be requested to inform Go Vocal of a potential solution by written notification, either by email or other electronic means, within the 2 days before the proposed suspension, if possible. Upon acceptance of the proposed solution by Go Vocal, Advisory Neighborhood Commission 3/4G shall remedy the violation within a reasonable time but no later than ten (10) Working Days after Go Vocal provides notification of acceptance. If Advisory Neighborhood Commission 3/4G does not remedy this violation within the aforementioned period, Go Vocal has the right (i) to remove the infringing content itself and (ii) to immediately terminate the access to the Services by Advisory Neighborhood Commission 3/4G and consider the Agreement as terminated in accordance with article 9.

6. Confidentiality

6.1 The parties accept the disclosure of confidential information among themselves. The Receiving Party shall treat and retain such Confidential Information with at least the same care as the Receiving Party undertakes to preserve and secure its own Confidential Information, but in no event shall the Receiving Party treat such information with less than a reasonable degree of care.

6.2 The Receiving Party agrees not to disclose the Confidential Information to anyone other than the employees, affiliates and suppliers of the Receiving Party on a need-to-know basis, always provided that such employees, affiliates or suppliers are aware of the confidential or proprietary nature of the Confidential Information and are subject to confidentiality obligations equivalent to those set out in this Agreement.

6.3 The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the termination of the Agreement or any information of which the Receiving Party can prove (a) it is generally available to the



public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party or (e) is required to be disclosed by law or pursuant to a court order.

7. Intellectual property

7.1 The parties acknowledge that all Intellectual Property Rights belonging to a party prior to the execution of the Agreement shall remain vested in that party, regardless of the execution of the Agreement.

7.2 Advisory Neighborhood Commission 3/4G shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights on the Customer Data. Go Vocal shall own, or shall have the legitimate right of disposal, in all Intellectual Property Rights in connection to the Services. Nothing in this Agreement shall operate so as to transfer or assign any such Intellectual Property Rights to another party to the Agreement.

7.3 Advisory Neighborhood Commission 3/4G is hereby granted a non-exclusive, non-transferable, non-sublicensable License to use the Services subject to the Agreement and within the geographic territory of Advisory Neighborhood Commission 3/4G.

7.4 Notwithstanding anything to the contrary, Go Vocal shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, the Customer Data), and Go Vocal shall be entitled (during and after the Term hereof) to (i) use such information and the Customer Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Go Vocal offerings, and (ii) disclose such information and the Customer Data solely in aggregate or other anonymized form in connection with its business. Such aggregation or anonymisation shall not be undertaken if the Customer Data is processed in accordance with an explicitly identified processing purpose in Go Vocal's Privacy Policy.

8. Pricing and Payment of Fees

8.1 All prices quoted shall be the total amount due to Go Vocal for the term covered by the Agreement.

8.2 As consideration for the Services, Go Vocal shall invoice the Services by means of a one-off invoice for the total amount as agreed upon. Custom developments and other services may be billed separately.

8.3 Payments shall be made in the currency stated on the invoice.



8.4 Any further services that Advisory Neighborhood Commission 3/4G may decide to request from Go Vocal shall be covered by a separate agreement between Advisory Neighborhood Commission 3/4G and Go Vocal, and the expenditure and specific use of the funds shall be approved by vote of Advisory Neighborhood Commission 3/4G at a duly noticed public meeting at which a quorum is participating.

8.5 Where Advisory Neighborhood Commission 3/4G chooses another Pricing Plan in accordance with article 3.4, the following shall apply:

- If such change constitutes an upgrade from Essential to Standard or Premium, or from Standard to Premium, Advisory Neighborhood Commission 3/4G shall receive an additional invoice for the prorated amount.
- If such change constitutes a downgrade from Premium to Standard or Essential, or from Standard to Essential, Advisory Neighborhood Commission 3/4G shall be entitled to a prorated credit, which will be applied as a reduction on the next invoice (unless Advisory Neighborhood Commission 3/4G would not renew the contract, in which case Advisory Neighborhood Commission 3/4G gets refunded for the credit amount within 30 days after the termination of the Agreement).
- To illustrate the credit mechanism with an example, if Advisory Neighborhood Commission 3/4G has paid a Standard annual License Fee for X and decides to downgrade to Essential, priced at 0.5X, for 4 months to go in the Term, they will receive following credit on their next invoice: $(4/12 \text{ months}) \times (X - 0.5X)$.

8.6 Advisory Neighborhood Commission 3/4G shall pay all amounts due in accordance with the Agreement within thirty (30) days after the invoice date. If Advisory Neighborhood Commission 3/4G fails to make payment within the aforementioned time frame:

- Go Vocal shall be entitled to late payment compensation of 8% of the amount due (with a minimum of \$150 USD, plus a conventional late payment interest on the overdue amount, equal to the product of (a) 9% on the due amount and (b) the number of days in which payment remains due beyond the initial 30 days, divided by 365.
 - Go Vocal shall be entitled to suspend the further provision of the Services after ninety (90) days following the payment due date. In that case Go Vocal shall notify Advisory Neighborhood Commission 3/4G of the suspension and Go Vocal shall only continue its obligations if Advisory Neighborhood Commission 3/4G provides sufficient security for the fulfilment of its obligations.
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8.7 Late payment of an invoice causes all outstanding invoices of Advisory Neighborhood Commission 3/4G to become due, even if the due date of these invoices has not yet expired.

8.8 Go Vocal reserves the right, at the end of each Term of the Agreement, to formulate the renewal of the Agreement under the resolutive condition of acceptance by Advisory Neighborhood Commission 3/4G of modified terms and Fees. Go Vocal shall notify Advisory Neighborhood Commission 3/4G of a proposal for an amended Fee at least thirty (30) days prior to the Expiration Date of the current Term of the Agreement. Advisory Neighborhood Commission 3/4G shall:

- Notify Go Vocal in writing (by email or other electronic means) of its agreement to the modified terms and/or Fees no later than on the Expiration Date of the Agreement; or
- Reject the renewal offer from Go Vocal either by notifying Go Vocal in writing or by failing to notify Go Vocal of an intent to renew, which shall result in the termination of the Agreement after its Expiration Date.

8.9 To the extent that the prices of the Services are determined by current wages, social security contributions, government charges, insurance premiums, hosting costs, exchange rates, and/or other expenses, Go Vocal reserves the right to adjust the Licence Fee at the start of the contract year by 4% ("indexation").

9. Term and termination

9.1 The Agreement is entered into for the Term specified in the Agreement. No later than thirty (30) days prior to the Expiration Date of the current Term of the Agreement, Go Vocal shall notify Advisory Neighborhood Commission 3/4G in writing (email or other electronic means) if it wishes to terminate the Agreement upon its Expiration Date.

9.2 Advisory Neighborhood Commission 3/4G acknowledges that the following circumstances shall by operation of law give rise to termination of the Agreement within the meaning of this article unless Go Vocal waives this termination in writing and pursues the performance of the Agreement to which Go Vocal is entitled:

- Insolvency of Advisory Neighborhood Commission 3/4G, such as bankruptcy.
 - Any material breach of articles 5-7.
 - Any other material breach of the provisions of the Agreement which Advisory Neighborhood Commission 3/4G fails to remedy within fifteen (15) days of Advisory Neighborhood Commission
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3/4G being notified in writing of the breach by Go Vocal, such as, but not limited to, the non-payment of any invoice pursuant to the Agreement within the agreed payment term. The aforementioned period of fifteen (15) days does not apply if the infringement by Advisory Neighborhood Commission 3/4G constitutes a criminal offence, or if the infringement compromises the functionality, availability or integrity of the Services.

9.3 In the event of termination of the Agreement:

- Go Vocal shall make available all the Customer Data to Advisory Neighborhood Commission 3/4G for electronic retrieval for a period of ninety (90) days. Thereafter Go Vocal shall retain the Customer Data only for the term referred to in the Data Processing Agreement, after which Go Vocal shall either anonymize the Customer Data or remove it from all its systems. Such removal shall be confirmed in writing by Go Vocal upon request of Advisory Neighborhood Commission 3/4G.
- Advisory Neighborhood Commission 3/4G shall be encouraged and permitted to export, on an unrestricted basis, any and all user-generated data (including ideas, comments, proposals and user lists) via self-service means before the actual Expiration Date of the Agreement.
- Upon the Expiration Date of the Agreement, Advisory Neighborhood Commission 3/4G shall lose all administrator and moderation rights and shall be revoked access to the back-office of the Services.
- Without prejudice to article 8.5 and to the Service Level Agreement, no refunds of the amounts paid shall be granted to Advisory Neighborhood Commission 3/4G.

9.4 All sections of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10. Warranty and liability

10.1 Go Vocal represents and warrants that:

- The Services shall be performed with reasonable skill and care in a timely and professional manner, using appropriately qualified and experienced personnel and in accordance with good industry practice. Except as expressly set forth in the Agreement, the Services are provided “as is,”
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subject to the commitments in the Service Agreement. Go Vocal does not warrant that the services shall be uninterrupted or error-free, nor does it make any warranty as to the results that may be obtained from the Use of the Services. No other warranties, express or implied, shall apply to the Services, except as provided below.

- Go Vocal shall use reasonable efforts to ensure that the Services are free from all viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by Advisory Neighborhood Commission 3/4G, and that for this purpose, Go Vocal warrants and represents that it shall use the most comprehensive and up to date available virus checker.
- This Agreement is executed by a duly authorized representative of Go Vocal.

10.2 Advisory Neighborhood Commission 3/4G represents and warrants that:

- It owns or has obtained valid licenses of all Intellectual Property Rights in relation to the Customer Data uploaded on the Services.
- With acceptance of this Agreement, it owns a valid License for the Services from the License Commencement Date to the License Expiration.
- It shall only use the Services in accordance with the terms of the Agreement.
- It shall not undertake any actions or participate in any conduct, even unrelated to the Services, which is intended, or could reasonably be expected, to harm Go Vocal, its reputation or its goodwill, or which could reasonably be expected to lead to unwanted or unfavorable publicity to Go Vocal.
- This Agreement is executed by a duly authorized representative of Advisory Neighborhood Commission 3/4G.

10.3 Notwithstanding any other provisions of this Agreement, Go Vocal agrees that with the exception of bodily injury of a person, Go Vocal, its partners, suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives and employees shall not be responsible or liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other theory:

- for any indirect, exemplary, incidental, special or consequential damages.
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- for any event of force majeure.
 - for any amounts that, together with amounts associated with all other claims, exceed either (1) the fees paid by Advisory Neighborhood Commission 3/4G to Go Vocal for the Services to cover the term of the Agreement during which the act occurred that gave rise to the liability, whether or not Go Vocal has been advised of the possibility of such damages, or (2) the amount for which the liability of Go Vocal is insured.

11. Indemnity

11.1 The Customer will at all times indemnify and hold harmless the Company and its officers, employees and agents in respect of any third party claim for any injury, loss, damage or expense occasioned by or arising directly or arising directly or indirectly from:

- a) a breach by the Customer of its obligations under this Agreement;
- b) any wilful, unlawful or negligent act or omission of the Customer.

11.2 Go Vocal shall hold Advisory Neighborhood Commission 3/4G harmless from liability to third parties resulting from the infringement of Go Vocal of the Agreement, provided Go Vocal is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Go Vocal shall not be held to indemnification of Advisory Neighborhood Commission 3/4G for any settlement for which Go Vocal has not provided prior approval in writing.

11.3 The foregoing obligations do not apply with respect to portions or components of the Services:

- Not supplied by Go Vocal.
 - Made in whole or in part in accordance with Customer's specifications.
 - Modified after delivery by Go Vocal.
 - Combined with other products, processes or materials where the alleged infringement relates to such a combination.
 - Where Advisory Neighborhood Commission 3/4G continues to conduct infringing activities after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.
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- Where Advisory Neighborhood Commission 3/4G's use of the Service is not strictly in accordance with this Agreement.

12. Miscellaneous

12.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.2 This Agreement is not assignable, transferable or sublicensable by Advisory Neighborhood Commission 3/4G except with Go Vocal's prior written consent. Go Vocal may transfer and assign any of its rights and obligations under this Agreement without consent of Advisory Neighborhood Commission 3/4G. Go Vocal shall inform Advisory Neighborhood Commission 3/4G in writing in case of any such transfer or assignment.

12.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

12.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement.

12.5 No party to this Agreement has any authority of any kind to bind the other party in any respect whatsoever.

12.6 In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

12.7 All notices under this Agreement shall be in writing which may include e-mail or other electronic means. Notice shall be deemed to have been duly given:

- When receipt is electronically confirmed, if transmitted by facsimile or e-mail or other electronic means that allow electronic confirmation.

12.6 Whereas Advisory Neighborhood Commission 3/4G is located in the United States, this Agreement shall be governed by District of Columbia law without regard to its conflict of laws provisions.



12.7 In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.



Annex II.2.A: Service Level Agreement (Essential and Standard)

1. Service Level Objectives

1.1 This Service Level Agreement shall provide the Service Level Objective. The provisions of the Service Level Agreement shall prevail over the General Terms and Conditions. However, any specific terms in the accepted Offer shall prevail over the Service Level Agreement.

1.2 Go Vocal shall, during the Term of the Agreement, ensure the Service Level Objective of a Service Availability of 99.9%, measured monthly. Downtime shall begin to accrue as soon as Advisory Neighborhood Commission 3/4G gives written notice to Go Vocal that downtime is taking place, accompanied by any sort of evidence of the downtime, and continues until the availability of the Services is restored.

1.3 In the event that Go Vocal fails to meet the Service Level Objective, Advisory Neighborhood Commission 3/4G shall be entitled, upon its written request, to the following Service Credits, which shall be compensated on the first month following such event:

- Service Availability <99%: reimbursement of 10% of the License Fee, prorated over a one-month period.
- Service Availability <99.5%: reimbursement of 5% of the License Fee, prorated over a one-month period.
- Service Availability <99.9%: reimbursement of 1% of the License Fee, prorated over a one-month period.

1.4 If and insofar as the Service Level was not reached due to Force Majeure, the previous paragraph shall not apply.

2. Support hours and contact information

2.1 Go Vocal support is available during Working Hours as provided in the Agreement: Monday to Friday from 9:00 AM through 6:00 PM Central European Time (CET), with the exception of Official Belgian Holidays.

2.2 Go Vocal shall provide Technical Support to Advisory Neighborhood Commission 3/4G on Working Days, by responding to email requests sent to <support@Go Vocal.co> or responding to help desk tickets via the Go Vocal platform. Technical Support will generally be offered via email or other electronic means.



Annex II.2.B: Service Level Agreement (Premium)

1. Service Level Objectives

1.1 This Service Level Agreement shall provide the Service Level Objectives. The provisions of the Service Level Agreement shall prevail over the General Terms and Conditions. However, any specific terms in the accepted Offer shall prevail over the Service Level Agreement.

1.2 Go Vocal shall, during the Term of the Agreement, ensure the following Service Level Objectives:

1.2.1 Go Vocal ensures a Service Availability of 99.9%, measured monthly. Downtime shall begin to accrue as soon as Advisory Neighborhood Commission 3/4G gives written notice to Go Vocal that downtime is taking place, accompanied by any sort of evidence of the downtime, and continues until the availability of the Services is restored.

1.2.2 Technical Support is also covered by the Service Agreement and response commitments, including information, assistance with use of the Services, and response to specific questions such as about installation, configuration, operation, appearance and overall capabilities.

1.2.3 Go Vocal shall handle Service Issues including Technical Support via the following Priority Support Services:

Definitions of Priority Levels	
<i>Priority Level</i>	<i>Description</i>
Critical (Level 1)	The Services, or a critical function, is not functioning properly or integrally unavailable, causing significant impact to Advisory Neighborhood Commission 3/4G's operations. Errors that cause data to be lost. No

	<p>work-around acceptable to Advisory Neighborhood Commission 3/4G is available.</p> <p>Examples could include:</p> <ul style="list-style-type: none"> - Availability of Workshops or one of its critical functions; - Critical project (folder) functionalities for live projects; - Loss of critical data, such as registration and project data; - Systemic login, invitation, or registration issues (encountered by +10% of all users).
Major (Level 2)	<p>One or more non-critical functionalities of the Services are unavailable or present major issues, causing significant impact to Advisory Neighborhood Commission 3/4G's operations. An acceptable and temporary work-around is available to Advisory Neighborhood Commission 3/4G.</p>

	<p>Examples could include:</p> <ul style="list-style-type: none">- Inability to save changes to a project (folder), or edit pages;- Inability to perform data exports;- Email campaign does not send out;- Inability to add new input by admins or users;- Severe loading speed issues (>5s loading time);- Problems with entering feedback and updating statuses.
Minor (Level 3)	The Services are available, but one or more of its functionalities present issues that have little to no impact on the work of Advisory Neighborhood Commission 3/4G. Operations

	<p>could be improved by correction of a minor error.</p> <p>Examples could include:</p> <ul style="list-style-type: none"> - Problems embedding a survey; - Support service task requests; - Other unusual invitations, login, and registration issues.
<p>Minimal (Level 4)</p>	<p>Advisory Neighborhood Commission 3/4G requires information or assistance about the Services, such as questions about capabilities, installation, configuration, operation, cosmetic, etc.</p> <p>Examples could include:</p> <ul style="list-style-type: none"> - Setting up user verification;

	<ul style="list-style-type: none"> - Changes to privacy policy, terms and conditions, etc.; - Adding custom registration data; - Product feedback and feature requests; - Changing color, header, logo, image, copy, language settings.
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Error Response and Resolution Commitments		
Priority Level	Targeted Response Time	Targeted Resolution Time
Level 1	9 hours	1-2 Business Days
Level 2	1 Business Day	2-4 Business Days



Level 3	2 Business Days	2-10 Business Days or next software release
Level 4	5 Business Days	5+ Business Days or next software release

The Targeted Response Time shall be measured from the moment Advisory Neighborhood Commission 3/4G gives the written notice until the moment the Go Vocal support team acknowledges receipt of the notice. Go Vocal shall provide Support as outlined in this section set forth for specific priority levels in the table above.

1.3 In the event that Go Vocal fails to meet a Service Level Objective, Advisory Neighborhood Commission 3/4G shall be entitled, upon its written request, to the following Service Credits:

- Service Availability <99%: reimbursement of 10% of the License Fee, prorated over a one-month period.
 - Service Availability <99.5%: reimbursement of 5% of the License Fee, prorated over a one-month period.
 - Service Availability <99.9%: reimbursement of 1% of the License Fee, prorated over a one-month period.
 - Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Critical Service Issue: reimbursement of 10% of the Fee, prorated over a one-month period.
 - Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Major Service Issue: reimbursement of 5% of the Fee, prorated over a one-month period.
 - Failure to meet a Targeted Response Time or a Targeted Resolution Time in the context of a Minor Service Issue: reimbursement of 1% of the Fee, prorated over a one-month period.
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1.4 If and insofar as one or more Service Levels were not reached due to Force Majeure, the previous paragraph shall not apply.

2. Support hours and contact information

2.1 Go Vocal shall provide Priority Support to Advisory Neighborhood Commission 3/4G via telephone (using one of the phone numbers listed on Go Vocal's website), via email (support@GoVocal.co), or by responding to help desk tickets via the Go Vocal platform on Working Days.



Annex II.3: Privacy Policy

Controller of the processing of your personal data (hereafter: “the Organization”):

Name and legal form: Advisory Neighborhood Commission 3/4G

Belgian enterprise number:

Registered office address: Advisory Neighborhood Commission 3/4G

Contact e-mail address:

Processor on behalf of the Organization, and Controller for the processing activities mentioned under 3.3 (hereafter: “Go Vocal”):

Name and legal form: Go Vocal NV

Belgian enterprise number: 0638.901.287

Registered office address: Pachecolaan 34, 1000 Brussels, Belgium

Contact e-mail address: support@govocal.com

Hereafter jointly referred to as “the Platform”.

The Platform respects your privacy and strives to always treat your personal data with the necessary care and confidentiality. The Platform commits itself to comply with the General Data Protection Regulation (“GDPR”) and any other applicable regulations.

Please find all relevant details below. Via the mentioned contact details, you can always reach the Platform for further questions or comments regarding the processing of your Personal Data.

1. SCOPE OF APPLICATION

This ‘Privacy Policy’ applies to the processing of your Personal Data through the Platform.

2. WHAT ARE PERSONAL DATA?

In this Privacy Policy, Personal Data refers to information that makes it possible to identify you. An identifiable person is someone who can be identified, either directly or indirectly, in particular by referring to an identification number or to one or more factors that are linked to physical, physiological, mental, economic, cultural or social identity. A typical example of Personal Data is your name and email address.



3. WHAT PERSONAL DATA DO WE COLLECT?

The Platform collects your Personal Data from the following three sources:

3.1. Personal Data that you provide during the registration process on the Platform, some of which are optional.

The Personal Data that the Platform collects from you are:

- First and last name
- E-mail address
- Year of birth
- Gender
- Area of residence
- Preferred language

This list can be extended on request of the Organization. If you choose to sign in via a third party authentication provider such as Google Accounts, Facebook or FranceConnect, they will provide us with the aforementioned Personal Data. The same applies if you choose to verify your identity with a third party identity provider such as COW, FranceConnect or CSAM.

3.2. Personal Data that you provide when taking participative action on the Platform. Every action you take on the Platform (voting, posting an idea, writing a comment, answering a poll,...) constitutes Personal Data and is registered and stored. Such Personal Data is also linked to your registration data (3.1), implying that the Organization can link your platform profile to this participation data.

3.3. Personal Data that Go Vocal collects when you visit the Platform. Go Vocal (and third party processors acting on our behalf) collect information about the usage of the Platform for assessing the proper functioning and security of the platform. To this end, Go Vocal collects technical information that can identify you, such as your IP address and browser details.

We also gather usage data to improve our services.

The processing activities mentioned above are based on the legitimate interests of Go Vocal.

4. HOW DO WE USE PERSONAL DATA?

The Platform uses your Personal Data for the following purposes:



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- First and foremost, to communicate your input to the Organization with relevant context, and to draw aggregated reports of all the data collected on this Platform to assist their decision-making.
 - To create and maintain your user profile on the Platform.
 - To manage the identification and authentication of users.
 - To provide information about your community and/or alert you when activities on the Platform may interest you. You can opt-out of user emails from your user profile at any time.
 - To improve the Platform and to monitor its functionalities.

The Personal Data is only stored and processed for the period required for the purpose of the processing. After that, the Personal Data will be deleted or anonymized.

5. WITH WHOM AND WHERE DO WE SHARE YOUR PERSONAL DATA?

Go Vocal shares your Personal Data with the Organization on behalf of which Go Vocal processes such Personal Data.

Where necessary the Platform engages external service providers who process Personal Data on its behalf, i.e. (sub-)processors. The Platform will only share your Personal Data with these external service providers to the extent necessary for the relevant purpose. The Personal Data may not be used for any other purposes by these third parties. In addition, these service providers are contractually bound to ensure the confidentiality of your Personal Data by means of a so-called “data processing agreement” concluded with these parties.

The Platform will never sell or rent your Personal Data to other service providers, nor will it share your Personal Data with any service provider that is not compliant with the GDPR.

Should the Platform, for limited and specific processing activities, rely on service providers that operate from outside the EEA, data transfers will only occur to countries from which the European Commission has confirmed that they guarantee an adequate level of protection for your Personal Data, or where other measures have been taken to ensure the lawful processing of your Personal Data in these third countries.

6. WHAT ARE YOUR RIGHTS AS A DATA SUBJECT?

6.1. Right of access

You have the right to view your Personal Data at any time as well as the right to be informed of the use that the Platform makes of your Personal Data. You may also request a copy of the Personal Data that is being processed.

6.2. Right to rectification,

You have the right to obtain the rectification of inaccurate Personal Data that concerns you.

6.3. Right to erasure

You have the right to ask the Platform to delete your Personal Data. It is however possible that it is still necessary to process your Personal Data. When the Platform deletes your Personal Data, it may nonetheless retain a limited amount of Personal Data to ensure it can fulfill its obligations under the GDPR.

You acknowledge that a request for the erasure of Personal Data means that certain services may no longer be delivered.

If you choose to remove your account from the Platform, the Personal Data that was collected about you will be removed from our servers. Some Personal Data about you may remain in the logging data the Platform keeps for security and legal reasons for up to 30 days.

6.4. Right to object

You have the right to object to the processing of your Personal Data for serious and legitimate reasons. In addition, you always have the right to object to the use of your Personal Data for direct marketing purposes; in such cases, you do not have to state reasons.

6.5. Right to restriction of the processing

You can exercise your right to restrict the processing, if you believe that we process your Personal Data unlawfully. You can also request us to restrict the processing if you believe we process inaccurate Personal Data about you, for the period needed to verify the accuracy of your Personal Data. The same applies when you exercise your right to objection to the processing of your Personal Data. In this case you can restrict the processing for the time needed to verify our legitimate grounds to process your data.

6.6. Right to data portability

You have the right to obtain the Personal Data you have provided to the Platform in a structured, typical and machine-readable form and/or have such transferred to different controllers.

6.7. Right to withdraw consent

Insofar the processing is based on your prior consent, you have the right to withdraw your approval.

6.8. Automated decision-making and profiling

The processing of your Personal Data does not include profiling and shall also not be subjected by Go Vocal to automated decision-making.

6.9. Right to lodge a complaint

You also have the right to lodge a complaint with a competent supervisory authority in the field of data protection. Hereunder we refer to the contact details of the Belgian Data Protection Authority. However, you can also lodge a complaint with the national supervisory authority of the EEA state where you have your habitual residence or place of work, or where the potential infringement occurred. For further information and the contact details of the supervisory authority of each EEA state, we refer to this web page of the European Data Protection Board.

Belgian Data Protection Authority

Drukpersstraat 35

1000 Brussels

Belgium

+32 (0)2 274 48 00

contact@apd-gba.be

Website DPA - file a complaint

Finally, you also have the option to file a legal claim against the Organization or against Go Vocal with the competent court in the EEA state where you have your habitual residence.

7. HOW TO EXERCISE YOUR RIGHTS?

You can exercise your rights by contacting:

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- Either the Organization, by e-mail at ..., or by post to ..., provided you enclose a copy of the front of your identity card; or
 - Go Vocal, by e-mail to support@govocal.com, or by post to Pachecolaan 34, 1000 Brussels, Belgium or by using the “Contact us” form on the Platform, provided you enclose a copy of the front of your identity card.

When you submit a request to exercise your rights, we will verify your identity if we have reasonable doubts in this regard. We do so to prevent your Personal Data from falling into the wrong hands. If we have doubts about your identity, we will request you to provide us with documents that enable you to identify yourself without a reasonable doubt, such as a copy of your identity card. In this case we urge you to cross out the non-relevant information for the verification of your identity, such as your national citizen number and photo.

Exercising your rights is in principle free of charge. However, if your request appears to be manifestly unfounded or excessive (in particular because of its repetitive character), we may charge you a reasonable fee to charge our own administrative costs. In such cases, we may also simply opt to reject your request. In this event, you will be notified of the reasons for such a decision.

8. ADDITIONAL INFORMATION ON DATA COLLECTION AND PROCESSING

8.1. Security Measures

The Platform has developed appropriate technological and organizational measures to prevent the destruction, loss, falsification, modification, prohibited access or the erroneous disclosure to third parties of Personal Data as well as any other prohibited processing of this Personal Data . Under no circumstances can the Platform be held liable for any direct or indirect loss resulting from the incorrect or unlawful use of your Personal Data by a third party. You must at all times comply with the security instructions, including by preventing all prohibited access to your login details and password. You are solely responsible for the use made of the Platform on your computer, IP-address and your identification details, as well as for the confidentiality of such.

8.2. Changes to this privacy policy

The Platform reserves the right to change this privacy policy at any time by notifying the users on this page. We encourage you to check this page for possible changes. The date of the last change is indicated at the bottom of the page. If you object to any change in the policy, you must cease to use the Platform. Unless otherwise indicated, the valid Privacy Policy applicable at that time applies to all Personal Data that the Platform processes.

Annex II.4: Data Processing Agreement

Between: Advisory Neighborhood Commission 3/4G

Here represented by the ANC 3/4G Chair or Treasurer

Hereafter: "*Controller*"

And: Go Vocal, Public Limited company under Belgian Law having its registered office at 1000 Brussels, Pachecolaan 34 (Belgium) and with enterprise number VAT BE0638.901.287;

Hereafter: "*Processor*"

Hereinafter jointly referred to as the 'Parties' or each separately as the 'Party'

TAKING INTO ACCOUNT THAT:

- a) The Controller is the person who determines the purpose and means of processing personal data as specified in Appendix 1 of the Agreement;
- b) The Controller wishes to instruct the Processor to perform the processing services as specified in Appendix 1 of the Agreement, and the Processor wishes to perform such processing services under the conditions set out in the Agreement.
- c) This Agreement falls within the scope of the obligations arising from Article 28 of the General Data Protection Regulation of 27 April 2016 (hereinafter referred to as GDPR).

THE CONTRACTING PARTIES AGREE ON THE FOLLOWING:

Article 1 Definitions

Agreement: This processing agreement, regarding the processing of personal data and its annexes;

Service Agreement: the contract(s), other than this Agreement, entered into between the Parties, in which one or more data processing activities are processed by the Processor on behalf of the Controller;

Controller: As defined in the GDPR all natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, it may specify the Controller or the criteria for its designation;

Data breach/Infringement relating to Personal Data: a breach of security that accidentally or unlawfully results in the destruction, loss, alteration, unauthorised disclosure of or unauthorised access to

transmitted, stored or otherwise processed Personal Data;

GDPR: General Data Protection Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC;

Personal Data: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more elements specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;

Processing: any operation or set of operations which is performed in relation to personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction

Processor: As defined in the GDPR, all natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;

Sub-Processor: this is the subcontractor appointed by the Processor to take on part of the processing process for the Controller;

Supervisory Authority: an independent government body responsible for monitoring compliance with the law in connection with the processing of Personal Data. In Belgium, this is the Data Protection Authority (GBA).

Article 2 Subject

This Agreement results from the obligation set out in Article 28 of the GDPR, which stipulates that a written contract must be drawn up between the Processor and the Controller.

This Agreement regulates the rights and obligations of the Controller and the Processor when processing Personal Data.

As of the entry into force of this Agreement, the Processor undertakes to comply with this Agreement when carrying out processing activities on behalf of the Controller. If processing activities already took place prior to the entry into force of the Agreement, the Processor undertakes, in any case as from the entry into force of the Agreement, to carry out these processing activities in accordance with the Agreement and to bring the processing activities carried out in reluctance to this Agreement into conformity with this Agreement within the shortest possible period of time.

Article 3 Contact details Data Protection Officer (DPO)

Mr. Franklin, Represented by Mr. Olivier Sustronck, lawyer, with office at Lieven Bauwensstraat 20, 8200 Bruges (Belgium), olivier@misterfranklin.be.

Article 4 Rights and obligations of the Processor

The Processor acts on the instructions of the Controller when processing Personal Data.

The Processor shall, in accordance with the instructions of the Controller, only process Personal Data as set out in Appendix 1 of the Agreement and in accordance with the provisions of the Service Agreement.

The Processor shall only process such Personal Data that are strictly necessary for the execution of the Service Agreement and only such personal data listed in Appendix 1 of the Agreement.

The Processor shall train its staff responsible for Processing Personal Data with regard to applicable privacy laws in general and the GDPR in particular. The Processor shall use commercially reasonable efforts to ensure that its employees keep all Personal Data confidential and protected from unauthorised use.

The Controller agrees that the Processor has the ability to process the data of the platform as a Controller under the following conditions:

- The Processor will only process personal data when they have obtained a lawful processing ground;
- The Processor will only use the data for internal use, for statistical purposes to improve the platform, for historical and scientific research, or for archiving purposes in the public interest, in accordance with Article 89 GDPR[1];
- Personal Data will not be Processed in a manner inconsistent with this Agreement;
- Appropriate technical and organizational measures will be taken to ensure respect for data minimization and include pseudonymisation and anonymization where possible.

Article 5 Rights and obligations of the Controller

The Controller undertakes to propose an addendum to this Agreement each time it issues a new processing order to the Processors or each time the purpose of the processing changes.

Article 6 Processing of personal data

6.1 The Processor and any Sub-processors, shall use commercially reasonable efforts to maintain the confidentiality of, and protect against the unauthorised use of the Personal Data it Processes.

6.2 The Personal Data may only be processed by the Processor for the purposes described in article 4 and Appendix 1 of the Agreement.

6.3 The Controller authorises the Processor to transfer Personal Data to Sub-processors pursuant to contracts that impose obligations that are equivalent to the obligations to which the Processor is subject under this Agreement.

6.4 The transfer of Personal Data by Processor to third parties other than those described in the previous paragraph is prohibited unless provided for by the applicable law or is instructed by court order. Processor shall notify Controller of all such transfers pursuant to this paragraph unless Processor is prohibited from doing so under such applicable law or court order.

6.5 The Processor may proceed to take a backup or a copy of the data on the platform.

Article 7 Rights of the party concerned

In the event that the Controller receives a request from the party concerned from whom Personal Data is being processed to exercise his rights in accordance with the GDPR such as e.g., the right to object or the right to erase Personal Data, the Controller shall immediately pass on this instruction to the Processor.

The Processor undertakes to immediately and at the latest within fourteen (14) working days after receipt of the request, give an appropriate response to this instruction from the Controller and to either provide the requested information or make the requested adjustments to the Personal Data, or to remove and destroy certain Personal Data.

The Controller acknowledges and accepts that in the event that the data subject requests the deletion of the Data, the Processor will not necessarily be obliged to remove the Data from all its backups.

Article 8 Confidentiality

All Personal Data and information received by the Parties to this Agreement shall be treated as confidential for the duration of this Agreement and for ten (10) years thereafter, shall not be disclosed to third parties and shall not be used for any purpose other than to promote the objectives of this Agreement or the Service Agreement.

The obligation set out in the previous paragraph shall not apply to confidential information which:

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- at the time of the disclosure by the disclosing Party was already publicly available or subsequently becomes publicly available without the action of the recipient;
 - at the time of disclosure, was already in the legitimate possession of the recipient as sufficiently demonstrated by the recipient; or
 - after disclosure by the recipient on a non-confidential basis, is received from third parties.
 - Personal Data is also considered to be confidential information that cannot be used by the Processor at any time in the future, except under the conditions laid out in Article 4 of this Agreement.

Article 9 Liability and Guarantees

9.1 The Processor undertakes to strictly comply with the provisions of the Agreement when processing Personal Data and guarantees the Controller that it will take the necessary measures to ensure that its appointees charged with the execution of the Service Agreement comply with the provisions of this Agreement.

In particular, the Processor warrants the Controller that it has made its appointees aware of the provisions of the Agreement and has entered into an agreement with them that provides at least the warranties expected of the Processor in terms of the Agreement.

9.2 If the Processor is addressed by the Controller for damages as a result of non-compliance with this Agreement or Applicable Laws, the total liability of the Processor shall be limited to the total of the invoiced license and services in the previous calendar year. A series of related facts shall be considered as one event for the purposes of this Article.

9.3 The Processor shall not be liable for any form of indirect damage such as, but not limited to, business interruption, reduced goodwill, lost savings, lost profit, reputational damage or any other form of indirect, incidental or consequential damage, regardless of the nature of the act.

Article 10 Duration, Cancellation and Termination

This Agreement forms an integral part of the preceding Service Agreements concluded between the Parties and is to be regarded as a supplement to or amendment to them and takes precedence over all other agreements between the Parties. Parties shall amend this Agreement to reflect changes or additions to regulations, additional instructions from the relevant authorities, and progressive understanding of the application of Privacy laws (for example, by, but not limited to, case law or advice from the Data Protection Authority or the European Data Protection Supervisor (EDPS)).

This Agreement is entered into for the duration of the Service Agreement(s).

Article 11 Effects of termination

Immediately upon termination of the Service Agreement or expiration of the retention period, the Processor shall - on the explicit request of the Controller - transfer the Personal Data to the Controller and/or completely and irrevocably erase the Personal Data, and delete the existing copies.

In the event of the Controller's silence regarding the fate of the Personal Data after the termination or expiration of the Services Agreement, the Processor shall delete the Personal Data at the end of a three (3)-month period starting from the termination or expiration of the Services Agreement. Anonymization, in which case the Processor eliminates Personal Data by ensuring that data subjects can no longer be identified, is an acceptable process hereto.

The Processor may deviate from the first paragraph if the storage of the Personal Data is required by European or national legislation.

Article 12 Monitoring by Controller

The Controller is entitled to monitor compliance with the Processing Agreement. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the provisions of this Agreement and shall allow the Controller or an auditor authorised by the Controller to carry out audits and inspections, or to assist the Controller in doing so. A notification of the audit must be given at least one (1) month in advance.

The costs of this audit will be borne in full by the Controller.

Article 13 Security

The Processor undertakes to take the appropriate technical and organizational measures to secure Personal Data and the processing thereof in accordance with Appendix 2 of the Agreement.

The Processor undertakes to take the necessary steps to limit access to Personal Data only to staff members employed by the Processor who require access to such Personal Data in order to execute the Service Agreement.

Article 14 Sub-Processors

In case the Processor wishes to appeal to a Sub-Processor within the meaning of this article, the Processor undertakes to enter into a written agreement with this Sub-Processor that includes at least the

guarantees and obligations arising from this agreement. The Processor shall keep an up-to-date register of third parties and Sub-Processors employed by them, which includes the identity, place of business and a description of the activities of the third parties or Sub-Processors, as well as any additional conditions imposed by the data Controller.

This register shall be added as Appendix 4 to this Processing Agreement and shall be kept up to date by the Processor.

Article 15 Miscellaneous provisions

15.1 This Agreement covers the entire agreement between the Parties concerning the subject matter thereof and replaces all previous written and oral agreements.

15.2 In the event of any inconsistency between this Agreement and the Service Agreement(s) to which it relates, this Agreement shall take precedence over the latter.

15.3 This Agreement may be supplemented, amended, or modified only by the mutual consent of the Parties. No supplement, modification, or amendment to this Agreement shall be binding unless it is in writing and signed by both Parties.

15.4 If one or more provisions of this Agreement should be declared null and void or become unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and of the Agreement as a whole, to the extent that they still have any effect or reason for existence, shall not be affected.

The parties undertake, to the extent legally possible, to replace the invalid provisions with new provisions that are consistent with the objectives and choices of this Agreement.

15.5 Neither Party may transfer the rights under this Agreement to third parties without the prior written consent of the other Party. Adjustments or amendments to this Agreement shall only take place if they are accepted and signed in writing between both Parties.

Article 16 Data breach

Should a Data Breach be detected, the Processor shall inform the Controller as soon as possible and at the latest within 48 hours after the discovery by contacting the contact person designated by the Service Agreement as well as the DPO (see Article 3). The Processor shall under no circumstances inform the parties involved about this Data Breach, without prejudice to the obligation to undo or limit the consequences of such infringements and incidents as soon as possible.

In addition, at the Controller's first request, the Processor shall provide all information that the Controller considers necessary to assess the incident.

The Processor undertakes to inform the Controller, after detecting a Data Breach, of any measures taken to limit the extent of the Data Breach or to avoid similar breaches in the future. The Processor has a thorough plan of action concerning the handling and settlement of data breaches and will, at the request of the Controller, grant the Controller access to the plan. The Processor shall notify the Controller of any material changes to the plan of action.

The Processor will provide all necessary assistance in providing additional information requested by the Supervisor(s) and/or the Data Subject(s) as soon as possible, if necessary. In doing so, the Processor shall at least provide the information as described in Appendix 3 to the Controller.

The Processor shall keep a detailed register of all (suspected) data breaches, as well as the measures taken following such breaches, in which at least the information referred to in Appendix 3 is included, and shall grant access to this at the Controller first's request.

Article 17 Data outside the EU

The Processor undertakes to always obtain the necessary guarantees from the Sub-processors, if Personal Data that depend on this Agreement are processed outside the EU. The Processor declares that processing shall always be carried out in accordance with the provisions set out in Articles 44 et seq. of the GDPR.

Article 18 Assistance

The Processor shall assist the Controller in fulfilling its obligations under the GDPR. The Processor shall assist the Controller in carrying out a Data Protection Impact Assessment in accordance with Articles 35 and 36 of the GDPR.

Article 19 Applicable law and disputes

This Agreement shall in all respects be governed by, and construed and interpreted in all respects by the laws of Belgium.

Disputes concerning the execution or interpretation of the Agreement shall be submitted exclusively to the courts having jurisdiction over the registered office of the Controller.

Brussels, 09 / 25 / 2024

Made in 2 copies

(signatures follow)

Go Vocal	Advisory Neighborhood Commission 3/4G
Dated	Dated
Processor	Controller

[1] Article 89 GDPR. "Safeguards and derogations relating to processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes."

Appendix 1: Overview of Personal Data, Nature of Processing and Processing Purposes

A. In what context are the personal data processed by the Processor:

Personal data is processed to enable users to register and participate via various participation methods on the platform.

B. What type of personal data are processed:

Type of personal data	Nature of processing operation	Objective of processing operation	Categories
Name	To administer the list of participants	User administration	All users
Email	To keep users informed on their contribution	User administration	All users
IP Address	To administer a list for third party processing	User administration	All users
Gender (<i>optional</i>)	To gain insights on demographic representativeness and voting preferences	Collection of statistical information	All users

Year of birth <i>(optional)</i>	To gain insights on demographic representativeness and voting preferences	Collection of statistical information	All users
Area of residence <i>(optional)</i>	To gain insights on demographic representativeness and voting preferences	Collection of statistical information	All users
Participant contributions (ideas, comments, votes and surveys)	To allow users to participate	Online participation	All users
Avatar image <i>(optional)</i>	To let users specify their own visually recognizable identity towards others	Online participation	All users

Appendix 2: Overview of Security Measures

Taking into account the state of the art, the cost of implementation, and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms

of natural persons, the Controller and the Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (Art. 32 GDPR).

The Controller shall require the Processor to take measures which include, inter alia, the following:

- Pseudonymisation and encryption of personal data.
- Ability to ensure the integrity, availability and confidentiality of processing systems on a permanent basis.
- The ability to restore the availability of and access to personal data in the event of a physical or technical incident.
- A procedure for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures to secure processing.

Description of the technical and organizational measures:

Technical measures

Anonymisation and pseudonymisation

- The presence of automatic anonymisation or pseudonymisation of personal data (after the processing purpose or the retention period has been exceeded).

User management

- The user can choose his/her own password taking into account the password requirements such as length, special characters, etc.
- The user can reset his/her own password via profile settings
- The ability to provide access restriction to processing and/or data for unauthorised users

Audit and evaluation possibilities

- The Processor maintains logs of user activity, accessed by authorized personnel only.
- Procedures for periodic evaluation of existing IT processes

Backup

-
- The Processor performs a daily (nightly) backup of the platform data and application. Backups are encrypted and automatically removed after 30 days.
 - The Processor can check the integrity of the backups via the server interface.

Data exchange

- Personal data is made available via a secure connection (https, VPN, IPSEC, FTPS, encrypted email, etc.).
- Physical data supports (USB sticks, external HDDs, etc.) are encrypted.

Organizational measures

- A safety consultant/DPO has been appointed
- Policy on *clear screen, clean desk*
- Policy on external devices (laptops, USB sticks, etc.)
- Data destruction policy
- Training received by staff in relation to the GDPR can be demonstrated.
- Data breach policy
- Company devices are provided with a password and equipped with an up-to-date virus scanner

Appendix 3: Summary of Information Relating to an Incident

The Processor shall provide at least the following information to the Controller in the event of an incident involving personal data of the Controller:

- What the (alleged) cause of the infringement is;
 - What the (as yet known and/or expected) consequences are;
 - What the (proposed) solution is;
 - Contact details for follow-up of the report;
 - Number of persons whose data is involved in infringement (if no exact number is known: the minimum and maximum number of persons whose data is involved in the infringement);
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- A description of the group of persons whose data is involved in the infringement;
 - The type or types of personal data involved in the breach;
 - The date on which the infringement took place;
 - The period during which the infringement took place (if no exact date is known);
 - The date and time on which the infringement became known to the Processor or to a third party or subcontractor engaged by him;
 - Whether the data has been encrypted, hashed or otherwise made incomprehensible or inaccessible to unauthorised persons;
 - What measures have already been taken to bring the infringement to an end and to limit its effects.
-

Appendix 4: Overview of Sub-Processors

Name	Type	Address	Optional ?	Host location	Purpose	Personal data through	What personal data?
AWS	IaaS	One Burlington Plaza, Burlington Road, Dublin 4	No	EU (Frankfurt)	Data and application server hosting	Hosting	Everything
DigitalOcean	IaaS	New York 101 6th Avenue	No	EU (Frankfurt and Amsterdam)	Supporting web services hosting	Hosting	Everything



Quote

Intercom	SaaS	3rd Floor, Stephens Ct., 18-21 St. Stephen's Green, Dublin 2	Yes	US (AWS N. Virginia) (SCC)	Communicating with Go Vocal customers	Hosting + Email	Only admins and moderators
Typeform	SaaS	Carrer de Bac de Roda, 163, 08018 Barcelona, Spain	Yes	US (AWS N. Virginia) (SCC)	Rich surveys embedded on the platform	Embedded as iframe	Email is passed as a parameter to the iframe

Facebook Pixel	SaaS	4 Grand Canal Square, Dublin 2 Dublin	Yes	US (SCC)	Facilitate advertisement campaigns to boost citizen engagement	Google Tag Manager	User visits
Google Ads	SaaS	Chaussee d'Etterbeek 180 1040 Brussels Belgium	Yes	US (SCC)	Facilitate advertisement campaigns to boost citizen engagement	Google Tag Manager	User visits
8x8	SaaS	Bell Business Park, Aylesbury, HP198JR Bucks, UK	No	EU	Middleware to improve video and audio quality	Workshops	Name, profile picture



Quote

Zapier	SaaS	548 Market St. #62411, San Francisco, CA 94104-5401	Yes	US (SCC)	Middleware to connect other tools	Intercom	Only admins and moderators
CloudAMQP	IaaS	Sveavägen 98, 113 50 Stockholm, Sweden	No	EU (AWS Dublin)	Middleware hosting to connect internal application components	Hosting	Everything
Mailgun	SaaS	112 E Pecan St #1135, San Antonio, TX	No	EU/US (SCC)	Send platform emails	Code integration	email address, name, occasional additional personal data

		78205, United States					
Satismeter	SaaS	Česká 1113/1, Prague 5, 158 00, Czechia	Yes	US (AWS N. Virginia) (SCC)	Collect customer satisfaction score	Code integration	Only admins and moderators
Google Tag Manager	SaaS	Chaussee d'Etterbeek 180 1040 Brussels Belgium	Yes	US (SCC)	Middleware to connect other tools	Code integration	User visits



Quote

PlanHat	SaaS	Regeringsgatan 29, 111 53 Stockholm, Sweden	No	EU (Google Cloud Dublin)	Communicating with Go Vocal customers	Hosting	Only admins and moderators
PostHog	SaaS	2261 Market Street #4008, San Francisco, CA 94114	No	EU (AWS Frankfurt)	Middleware to connect other tools	Hosting	Everything
Segment	SaaS	100 California St #700, San Francisco	No	EU (AWS Dublin)	Middleware to connect other tools	Hosting	Everything