

CodaBox API
General Terms and Conditions
Version December 2020

You ('hereafter 'You') are i) a company using one or more of the CodaBox services and/or ii) a software company that markets and sells accounting and/or business administration software to accounting firms and/or to companies (hereafter 'Your Customers').

CodaBox NV/SA, with registered office at 3000 Leuven, Diestsepoort 1, enterprise number 0840.559.537 (hereafter 'CodaBox') markets and sells services that, on the basis of one or more agreements between You and CodaBox, allow You and/or Your Customers (if any) to dematerialize to the maximum extent possible formal accounting documents (hereafter 'the CodaBox Services'). The CodaBox Services include, without this list being limitative, the electronic delivery of a company's i) financial reporting from its bank (CODA), ii) its social reporting from its social secretary (SODA), iii) its credit card statements (CARO) iv) its purchase e-invoices (VOILA) and v) its sales e-invoices into the accounting software of its accountant, as well as vii) the electronic delivery of a company's sales e-invoices to its own customers (VOICI). The CodaBox Services are made accessible to You and/or Your Customers (if any) via the CodaBox API ('Application Programming Interfaces').

Unless specifically and formally agreed otherwise with You, the present General Terms and Conditions (hereafter 'GTC') govern the use that You will make of the CodaBox API in order to make the CodaBox Services accessible to You and/or Your Customers (if any) through the software that you are using and/or the software that You market towards Your Customers (hereafter both called 'Your Software').

1. CodaBox grants you a non-exclusive, revokable, non-transferable and non-sublicensable right to use the CodaBox API in line with their intended use and for as long as You are bound by any agreement with CodaBox that requires the use of a CodaBox API. You shall not copy, analyse, decompile, make public, distribute, transfer to third parties, or change any content encumbered with intellectual property rights of CodaBox unless expressly permitted by CodaBox.
2. CodaBox will provide You with the technical documentation necessary to use the CodaBox API. You accept that You are solely responsible to configure Your Software to ensure compatibility with the CodaBox API and that CodaBox will not provide you with tailored solutions that are uniquely adapted to Your Software.
3. CodaBox may at any time perform changes to the CodaBox API. In case of such a change, i) CodaBox shall notify You when the new version of the CodaBox is made available and ii) the existing version of the CodaBox API shall continue to be effective during a period of minimum six (6) months following said notification.
4. CodaBox does not guarantee the permanent availability of the CodaBox API or of the CodaBox Services that are offered through the CodaBox API. CodaBox provides the access to the CodaBox API "as is" and on a "best efforts"-basis only, as detailed in clause 10 below.

5. CodaBox reserves the right to limit the number of periodic API calls You are allowed to make. CodaBox reserves the right to temporarily suspend Your access to the CodaBox API if You exceed the API call limits.
6. You will implement appropriate technical and organisational measures to ensure the safety and security of the CodaBox API. You may not share the API authentication data that CodaBox provides to You and/or to Your Customer (if any) for the use of the CodaBox API (including but not limited to keys, tokens, credentials), and You will instruct Your Customer (if any) that it may not share its API authentication data with any third party without the prior consent of CodaBox. You will also ensure that You keep the API authentication data secure, and you will instruct Your Customer (if any) to do likewise.
7. You warrant that :
 - a) You shall use the CodaBox API in a prudent manner in accordance with industry best practice and with the sole purpose of making the CodaBox Service accessible to You and/or Your Customers (if any);
 - b) You shall not use or allow Your Customers (if any) to use the CodaBox API in any way that may be considered unlawful, harmful, fraudulent or in any way directly or indirectly damaging to CodaBox or to the CodaBox Service.
 - c) You have all the necessary skills, knowhow, qualifications and experience to establish a connection and ensure compatibility with the CodaBox API;
 - d) Your Software complies and shall comply with any policies or requirements that CodaBox may issue at its own discretion pertaining to the use of the CodaBox API (e.g. with respect to the number of periodic API calls Your Software may make);
 - e) Your Customers (if any) will have no programmatic control over the CodaBox API;
 - f) Your Software is properly maintained and updated as is required to ensure continued compatibility with the CodaBox API and the proper functioning of any related CodaBox software;
 - g) proper communication channels are set up so that any incident relating to the CodaBox API can be notified to CodaBox as soon as possible;
 - h) You provide timely response procedures in the event an incident arises for which you are responsible, and You warrant that you will work in good faith together with CodaBox to resolve any incident that may arise as quickly as possible;
 - i) You will immediately stop the use of one or more of the CodaBox API towards Your Customer(s) (if any) upon simple notification by CodaBox (e.g. when Your Customer stops using the CodaBox Services).
 - j) You will provide CodaBox upon simple request with any evidence You may have regarding the use made by You and/or Your Customer (if any) of the CodaBox Service and/or of the

CodaBoxAPI.

- k) You will not allow unauthorised persons to gain access to the CodaBox API or any other part of CodaBox's software and systems;
 - l) You will not alter or adapt software made available by CodaBox in any way other than what is needed for normal use as outlined by the technical documentation made available by CodaBox;
 - m) You do not circumvent, penetrate or otherwise weaken any security measures put in place by CodaBox in a way that is not compatible with the normal use of the CodaBox API;
 - n) You shall refrain from distributing or transferring Your access rights and/or any documentation concerning the CodaBox API to third parties.
8. CodaBox may decide, at its own discretion and without Your prior approval to:
- To suspend your access to one or more CodaBox API in case you fail comply with clauses 5 to 7 of these GTC; or
 - to make one or more CodaBox API generally inaccessible beyond the normal levels of operational unavailability of the CodaBox API for performing maintenance, upgrades, and/or for adding or removing new features or in case of the temporary or permanent cancellation of the underlying CodaBox Service.

If the cause for the unavailability or inaccessibility is unexpected or generally beyond the control of CodaBox, CodaBox is not obliged to inform You of the unavailability or inaccessibility beforehand. If the unavailability or inaccessibility is scheduled, CodaBox shall inform You beforehand in a timely manner, and no later than three (3) business days before the day when the unavailability or inaccessibility occurs.

9. CodaBox shall not be liable for any damage to data, software or systems that occurs during the provision of the CodaBox Service stemming from (a) errors in the CodaBox API, software or systems when and where these errors are caused by misinformation (either insufficient, incorrect or both), negligence or non-compliance with the law or these GTC on the part of Yourself, Your Customer or any third party, or from (b) shortcomings in the delivery of services by third parties on which CodaBox relies but which are beyond its real and effective control.

CodaBox can never be held liable for any indirect damages such as loss of time or clientele, missed commercial or business opportunities, missed cost savings, loss of income or profit, loss or corruption of data, business discontinuity or damage to reputation that result from Your use of the CodaBox API. In relation to said use, CodaBox can only be held liable for proven direct damages, the amount of which may never exceed 1.000 EUR in aggregate.

You will indemnify and hold CodaBox harmless for any claim brought by Your Customer, or any third party on the grounds of any loss of data or damage suffered as a consequence of the use of the CodaBox Services through the CodaBox API. Furthermore, You shall indemnify CodaBox for any damage, including interruptions of the CodaBox Services, caused by shortcomings in

accessing and/or using the CodaBox API, software or systems including, but not limited to, excessive API calls within a certain timeframe, inadequate security measures leading to malware or virus infections, or flawed interfacing with the CodaBox API.

10. The following service level agreement ('SLA') shall apply to the CodaBox API, it being understood that any service levels, incident response times or other quality parameters are purely indicative, for information purposes only and non-compliance by CodaBox with these service levels shall not entitle You to any penalty or damage claim.

Monitoring, tracking and communication

CodaBox is responsible for establishing internal procedures/tools for monitoring and tracking the performance of the CodaBox API.

Availability

The CodaBox API will be available 24 hours/day and 7 days/week offering the following availability percentage per service:

Service	Target Availability/Year	Business criticality
Developer resources: <ul style="list-style-type: none">• Documentation• Developer portal	97%	Secondary
Monthly minimal availability of the CodaBox API	99,5%	Critical
Yearly minimal availability of the CodaBox API	99,8%	Critical

Maintenance

Planned maintenance of the CodaBox API is done on Wednesdays in fixed maintenance windows between 19:00 and 22:00 Europe/Brussels time, during which timeframe there can be degraded availability of the services.

Incident mangement

An incident is any event that causes or may cause disruption to a CodaBox Service.

To report an incident, You can call or e-mail the service desk during business hours for all type of incidents:

- 02/ 880 84 80
- support@codabox.com

The priority of an incident is determined by the combination of the impact and the urgency as explained in the next sections.

The impact of an incident is determined by the number and type of services impacted. There are three levels of impact:

High	A majority of the users are affected by the incident (50% +)
Medium	A significant number of users are affected by the incident (10% - 50%)
Low	A limited number of users are affected by the incident (< 10%)

Urgency of an incident is important as measure to define business criticality:

Critical	Extensive image and/or consequential loss. Impact on a service that has direct consequences on the business organization (financial, brand or security).
Important	Limited image and/or consequential loss. Impact on a service that directly supports the execution of critical business functions.
Secondary	No image and/or consequential loss. Impact on a service that does not directly support a critical business functions.

The resolution effort given to an incident will be determined by the priority allocated to the incident. It is important to note that priorities can both increase and decrease throughout the lifecycle of an incident.

The priority is determined based on the level of urgency and the level of impact. The table below provides standard guidelines on how to determine priority, but common sense must always prevail: it may be that only one API Integrator is affected by the disruption, but the incident is given high priority.

Note that if an acceptable workaround is available, the priority can be lowered.

		Urgency		
		Critical	Important	Secondary
Impact	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

Note that:

- CodaBox registers incidents in English
- For each incident: the priority qualification is attributed by CodaBox

- CodaBox can decide to increase/decrease the priority of an incident.
- CodaBox informs You once an incident is closed.

Target resolution time is measured by elapsed downtime between the detection of the incident and the restoration of the service. CodaBox targets to solve incidents within following timeframes:

- P1 incidents within 8 business hours
- P2 incidents within 2 business days
- P3 incidents within 10 business days
- P4 incidents within 30 business days

Developer support

CodaBox staff offers support during business hours via api@codabox.com. For non-standard interventions or consulting, fees may apply.

11. In case of contradictions between the different language versions of the GTC, the English version of the GTC will prevail.