rubyx d6
Terms and Conditions

Chapter 1 – General provisions

1. ## About Rubyx

   Rubyx is a limited liability company (société à responsabilité limitée) incorporated under Belgian law, with registered offices in Belgium in 4217 Héron, rue Saint Martin 21 and with company number 0731.563.805 / VAT Number BE0731.563.805.

   You can write us at hello@rubyx.io.

2. ## Applicability of the Terms and Conditions

   These Terms and Conditions apply to all Proposals and Agreements pursuant to which Rubyx delivers goods and/or provides services of any nature whatsoever and under whatever name to You. Departures from and additions to these general terms and conditions shall only be valid if they are agreed between the parties in writing.
   The applicability of Your purchasing or other conditions is specifically excluded.
   Rubyx reserves the right to amend these Terms and Conditions from time to time. Rubyx shall notify You of such amendment at least one (1) month before they entry into effect, by any means it deems appropriate. The publication of a notice on the Application and/or an enclosure with an invoice shall be deemed to constitute appropriate means.

3. ## Definitions

   The following definitions apply to this Agreement (unless expressly provided otherwise):

   3.1. "Active client" is a client that either had a change in their loans outstanding amount (proxy of loan payment, source table dwh.loan) or a modification on their saving account balances (proxy of an account movement, source table dwh.account_balance) or did a transaction (source table dwh.transaction) in the previous 6 months.

   3.2. "Agreement" means the agreement between You and Rubyx regarding the use of services provided by Rubyx and governed by these Terms and Conditions and the applicable Order Forms;

   3.3. "APIs": set of commands, functions, protocols, and objects that your programmers can use to establish a connection between your systems and the Application;

3.4.   "Application" means the D6 cloud-based solution as defined in Chapter 3, its functionality and any images, written material, databases or other material made available;

3.5.   "Authorised Device" means any device which is compatible with the Application and which is owned or controlled by You or Your Authorised User;

3.6.   "Authorised User" means Your direct employees and third-party consultants to whom you have specifically and personally granted permission to access the Application and Your Data;

3.7.   "Confidential information" means any non-public information provided orally, in writing or in graphic or electronic form, that :

3.7.1.   is labelled as confidential by a Party,

3.7.2.   the receiving party knows or should reasonably know is confidential

3.7.3.   pertains to the following aspects:

3.7.3.1.   Information contained in the Proposal and the Agreement: objectives, capacities, reliability, network, test results, technical data, business and trade secrets, intellectual property, licences purchased, documentation, know-how, work methods, planning, purchase prices, commercial terms;

3.7.3.2.   In-house information of a Party: business relations, customer details, financial data, studies, on-going work, purchase and sales data, safety, business processes, intellectual property, software, computer programs and systems used;

3.7.3.3.   Information regarding the business policy of a Party: future plans, marketing plans, inventions, processes, discoveries, formulas, architecture, concepts, plans and models, ideas, designs, matters relating to security.

3.8.   "Data" means all Your data inputted or imported onto the Application by You or by Rubyx ;

3.9.   "Data Enrichment" means the results of all calculations made by Rubyx using your Data and made available to you in the Application

3.10.   "Deliverable" means the result of the consultancy services provided pursuant to Chapter 2 of these Terms and Conditions;

3.11.   "Documentation" means the guides and manuals relating to the Application made available to You by Rubyx;

3.12.   "Effective Date" shall have the meaning given to in Your Order Form;

3.13.   "Initial Term" shall have the meaning given to it in Article 25.1.of this Agreement

3.14.   "Intellectual Property Rights" means any patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in designs, rights in computer programs, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

3.15.   "Order Form" means the document describing the services ordered by You from Rubyx and specifying specific terms and conditions for such services, as the case may be;

3.16.   "Portfolio" means a set of Data that need to be analysed together within the Application;

3.17.   "Proposal" means a service proposal made by Rubyx to You, on the basis of the information provided by You

3.18.   "Renewal Period" shall have the meaning given to it in Article 25.1.;

3.19.   "Queries" means the data queries made to the Application and purchased by You from Rubyx to use the Application in accordance with the terms of this Agreement, each query being subject to the costs as defined in the order form;

3.20.   "Term" means the Initial Term and any Renewal Period;

3.21.   "You" means the client subscribing to Rubyx' services in accordance with these Terms and Conditions.

4.   Proposals

All Proposals and other communications of Rubyx are made on the basis on the information provided by You.

You therefore guarantee that the information that You have provided or that has been provided on Your behalf to Rubyx a is accurate and complete.

5.   Price and payment

5.1.   All prices are exclusive of any taxes or levies, including VAT.
All prices stated by Rubyx are in euros (EUR) and You must make all payments in euros.

5.2.   You remain responsible for the payment of any local taxes applicable to the price, as well as any transaction fees applicable to the payment of such price.

5.3.   You may not derive any rights or expectations from a cost estimate or budget issued by Rubyx unless the parties have otherwise agreed in writing.
An available budget made known to Rubyx by You shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by the supplier if this has been expressly agreed in writing.

5.4.   Amounts owed must be paid by You in accordance with the agreed payment terms or the payment terms stated on the invoice. You may not suspend any payment and may also not set off any amounts owed.

5.5.   If You fail to pay amounts due or fails to do so on time, You shall owe statutory interest for commercial contracts (Belgian Act of 2 August 2002 combating late payment in commercial transactions – Loi du 2 août 2002 concernant la lutte contre le retard de paiement dans les transactions commerciales) on the outstanding amount without a demand for payment or a notice of default being required. If You fail to pay the amount due after a demand for payment or a notice of default has been issued, Rubyx shall be entitled to refer the debt for collection, in which case You must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Rubyx other legal and contractual rights.

6. Duration and termination

6.1. The Duration of each Agreement or part of an Agreement is defined pursuant to Article 18., depending on the subject matter of the (part of) the Agreement.

6.2. Without affecting any other right or remedy available to it, Rubyx may terminate this Agreement with immediate effect by giving written notice to You if You fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than 21 days after being notified in writing to make such payment.

6.3. Without affecting any other right or remedy available to it, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

6.3.1. the other Party commit a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified to the other Party in writing to do so;

6.3.2. the other Party repeatedly breach any of the terms of this Agreement in such manner as to reasonably justify the opinion that the other Party's conduct is inconsistent with You having the intention or ability to give effect to the terms of this Agreement.

6.4. The bankruptcy of a Party automatically terminates the Agreement. The amounts then owed by the bankrupt Party become immediately due. Moreover the bankruptcy does not affect the right or remedy available to the other Party, including its right to claim compensation from the bankrupt Party for the damage suffered as a result of the termination of the Agreement.

6.5. On expiry or termination of this Agreement all licenses granted under this Agreement shall immediately terminate and You and Your Authorised Users shall no longer have access to the Application with immediate effect.

6.6. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breaches of this Agreement which existed at or before the date of termination or expiry.

6.7. Articles 7., 8., 9., 10., 21. et 28., will survive any termination or expiry of this Agreement together with any payment obligations owed by You to Rubyx prior to the date of termination or expiry.

7. Confidentiality

7.1. Each party must ensure that all information received from the other party, that is considered as Confidential Information is kept secret. Each party shall apply at least the same safety measures as for its own confidential information, for the confidential information of the other Party.

7.2. You acknowledge that the Application and the Deliverables are always confidential in nature and that they may contain trade secrets of Rubyx and its suppliers.

7.3. The Parties shall not use the Confidential Information supplied in the context of a Proposal or the execution of the Agreement for any other purpose.

7.4. Only employees of the Parties who are directly involved in the treatment of a Proposal or the completion of the Agreement shall have access to the Confidential Information and only after having been advised of their obligation of secrecy.

7.5. This duty of confidentiality shall not apply to a Party if and insofar as this Party is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the Agreement the Parties.

7.6. The obligations with regard to confidentiality continue for 5 years after issuance of a Proposal or the termination of the Agreement, as the case may be.

7.7. Any failure to observe this obligation of secrecy is a serious infringement that justifies the immediate termination of the collaboration between Parties.

7.8. Parties reserve the right to claim damage suffered in case the commitment to secrecy was not complied with.

8. Non-solicitation

8.1. During the term of the Agreement and for one year following its termination, each of the parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the Agreement unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that a party must pay reasonable compensation to the other party.

8.2. Each Party acknowledges and accepts that the violation of this Article by one Party may cause such disturbance and damage to the other Party as to justify recourse to all legal remedies, in particular the implementation of urgent or preliminary measures.

9. Privacy and data processing

9.1.   If the processing of personal data is necessary for the performance of the Agreement, the parties will treat such data in accordance with the applicable laws and regulations regarding personal data processing, and in particular Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").

9.2.   If Rubyx processes personal data on behalf of You in the course of the performance of this Agreement, You alone shall determine the purposes and means of such processing. In such a case, You shall be the controller and Rubyx shall be the processor within the meaning of the GDPR. Prior to any such processing by Rubyx, the parties shall enter into a processing agreement. The parties agree that the aforementioned processing agreement shall also apply within the framework of this Agreement.

10. Liability

10.1.   Rubyx' total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with You, shall in no circumstances exceed a sum equal to the total fees payable by You to Rubyx for the use of the Application in the 12 months immediately preceding the date on which the claim arose or if the claim arose during the period before the expiry of 12 months from the Effective Date, that shorter period.

10.2.   Rubyx' total liability for loss due to death or bodily injury or as a result of material damage to items shall in no circumstances exceed a sum equal to the total fees payable by You to Rubyx for the use of the Application in the 12 months immediately preceding the date on which the claim arose or if the claim arose during the period before the expiry of 12 months from the Effective Date, that shorter period.

10.3.   Rubyx' liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of Your customers, loss arising from the use of items, materials or software of third parties prescribed by You to Rubyx and loss arising from the engagement of suppliers prescribed by You to Rubyx' is excluded. Rubyx' liability for corruption, destruction or loss of data or documents is likewise excluded.

10.4.   The exclusions and limitations of Rubyx' liability described in Articles 10.1. up to and including 10.3. are entirely without prejudice to the other exclusions and limitations of Rubyx' liability described in these general terms and conditions.

10.5. The exclusions and limitations referred to in Article [10.1.](#) up to and including [10.4.](#) shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Rubyx' management.

10.6. Except as expressly and specifically provided in this Agreement You assume sole responsibility for the results obtained from the use of the Application by Your Authorised Users and for any conclusions drawn from such use. Rubyx shall have no liability for any damage caused by errors or omissions in any information uploaded by You or Your Authorised Users onto the Application.

10.7. You assume the sole responsibility for the storage and confidentiality of Your or Your Authorised User's passwords or account ID.

10.8. Rubyx will not be liable for any loss or damage caused by a virus, distributed denial of service attack or other technologically harmful material that may infect Your computer equipment, computer programmes, data or other proprietary material due to Your use of the the Application or to Your downloading of any content on it, or any website linked to it.

11. Terms

11.1. Rubyx shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by Rubyx or agreed between the parties shall always apply as target dates, shall not bind the supplier and shall always be indicative.

11.2. In the event of a delay in the performance of the Services, it is understood that the scheduled end date of the Agreement shall, where applicable, be postponed to the date of receipt without prejudice of Your right to obtain all the Deliverables provided for in the Contract.

11.3. If a term is likely to be exceeded, Rubyx and You shall consult with each other about the consequences of the term being exceeded in relation to further planning.

11.4. In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, Rubyx shall only be in default as a result of a period of time being exceeded after You have declared Rubyx to be in default in writing and a reasonable term that You granted to Rubyx to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Rubyx the opportunity to respond adequately.

11.5. If it has been agreed that the work under the Agreement is to be performed in phases, Rubyx shall be entitled to postpone the start of a phase's work until You have approved the results of the preceding phase in writing.

11.6. Rubyx shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the Agreement (additional work, a change of specifications and so on) or a change in approach with respect to performance of the Agreement, or if You fail to fulfil your obligations arising from the Agreement or fail to do so on time or in full. The need for or occurrence of additional work during performance of the Agreement shall never constitute a reason for the customer to give notice of termination or to rescind (résoudre/ontbinden) the Agreement.

12. Force majeure

12.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure, in accordance with Article 1148 of the Belgian Civil Code. Force majeure on the part of Rubyx means, among other things: (i) force majeure on the part of the suppliers of Rubyx, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to Rubyx by You, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Rubyx by You, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.

12.2. The Party affected by the case of force majeure, subject to the sending of a registered letter with acknowledgement of receipt or an international express courier (such as DHL, UPS or Fedex) or within eight (8) days of the occurrence of the event to the other Party will be exempted from the performance of its obligations within the limit of this impediment, disturbance or limitation. The other Parties will then, in the same way, be exempted from the performance of their own obligations, always within the limit of the impediment, disturbance or limitation.

12.3. For the duration of the force majeure event, the Parties shall make every effort to minimise its effects on the proper performance of the Agreement.

12.4. Either of the parties shall have the right to rescind the Agreement in writing through the means of communication mentioned in Article 13.3. ., if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the Agreement shall be paid for on a proportional basis without the parties owing each other anything else.

13. Notices

13.1. All notices shall be given to the parties at the addresses set out in Your Order Form.

13.2. If you have registered to use the Application then Rubyx may serve a notice on you by email at the email address provided to it at the point of registration.

13.3. All notices sent by email will be deemed to have been received on the day that they are sent or, if sent on holiday in Belgium or a Saturday or Sunday, the next working day following the day on which the email was sent. All notices by post will be deemed to have been received 3 working days after the date of posting.

14. Independence

14.1. The parties remain independent legal persons with regard to one another and they will act as such. The executing personnel of Rubyx remain completely under the authority of Rubyx, even if the execution of the services completely or partly takes place in Your buildings because of the nature of the project.

14.2. Rubyx shall in no case represent or commit You with regard to third parties.

14.3. Each party is responsible for payment of the taxes and social security contributions imposed on her.

15. General provisions

15.1. A French version of the present Terms and Conditions is available for your convenience. Nevertheless, in the event of a discrepancy between the English and French versions, the English version shall prevail.

15.2. The Agreement may only be modified by an amendment signed by the Parties. Subsequent amendments form part of the Agreement and are subject to all the provisions governing it.

15.3. Invalidity of a provision of this Agreement shall not result in the invalidity of the entire Agreement but only of the provision itself. The invalid provision shall be replaced by a provision of equivalent effect that respects both Parties' intentions and which they shall negotiate in good faith.

15.4. A waiver by a party of a breach of any provisions shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under this Agreement shall not prevent the exercise of that or any other right.

15.5. The Parties may not assign or transfer all or part of the rights and obligations of the Agreement without the prior written consent of the other Party.

15.6. Unless agreed otherwise in writing, Rubyx reserves the right to make reference to your company name on the Rubyx website or in other promotional material.

16. Applicable law and jurisdiction

16.1. This Agreement and its subject matter and formation (including any non-contractual disputes or claims) are governed by Belgian Law).

16.2. Any dispute arising from the validity, interpretation or execution of this Agreement will first be subject to an amicable settlement process between the parties, without prejudice to a party's right to seek urgent measures in court. However, if the dispute between the parties cannot be resolved after 30 days, it will be subject to the exclusive jurisdiction of the French-speaking courts in Brussels (Tribunal de l'entreprise francophone de Bruxelles).

Chapter 2 – Provision of services

17. Subject matter

This chapter applies to the provision of consultancy services by Rubyx to You. Unless provided otherwise in this chapter, the general provisions of Chapter 1 apply to the provision of such consultancy services.

18. Duration and termination

18.1. Any Agreement or part of an Agreement regarding the provision of services shall, unless otherwise terminated as provided in this Article 18., commence on the Effective Date and shall continue until the full execution of the services specified in Your Order Form.

18.2. The General Provisions of Article 6 shall apply to the duration and termination of any Agreement or part of an Agreement regarding the provision of services.

19. Rubyx' obligations

19.1. Rubyx undertakes to perform the services in accordance with the state of the art, as well as the deadlines and terms set out in the Agreement, and undertakes to provide the services in accordance with the highest professional and ethical standards.

19.2. Rubyx will take an active approach and will implement all necessary means and actions to ensure the successful completion of each service.

19.3. Rubyx has a duty to inform, advise and warn You and, to this end, Rubyx undertakes in particular to:
- contribute to the analysis of your needs, by requesting, if necessary, any additional information and/or documents;
- inform you of the progress of the services to be performed and inform you, without delay and in writing, of any changes likely to impact the deadline and quality of performance of the services;
- warn you in case of any event or difficulty of which it is aware that may affect the objectives of the services, their completion deadlines and the commitments referred to in the Agreement.

20. Your obligations

20.1. In addition to your payment obligation in accordance with Article 5. of this Agreement and the applicable order form, You undertake to provide Rubyx, at its request, with all the information, answers and documents deemed necessary, as well as any documents likely to modify the content of the services themselves, within a period of time compatible with the performance of the services.

20.2. In general, you undertake to cooperate in good faith and without reservation with Rubyx and to make available all necessary means to enable Rubyx to perform the services under the terms of this Agreement under the best possible conditions.

21. Intellectual Property

21.1. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and Proposals, including preparatory materials in this regard, developed or made available by you to Rubyx under the Agreement remain your full and exclusive property. As a consequence, once the services have been completed or when the Agreement is terminated for any reason whatsoever, Rubyx undertakes to automatically and immediately return all such items to you or, if it is impossible to return them, to provide proof of their destruction.

21.2. All intellectual property rights to the Deliverables are held exclusively by the supplier, its licensors or its suppliers. You will obtain a worldwide and perpetual right of use of the Deliverable. This right of use is non-exclusive and may not be transferred, pledged or sublicensed.

21.3. Aforesaid license shall be granted at no extra charge, the price of the license being included in the price of the consultancy services that are the subject of the Agreement.

21.4. For the sake of clarity, Rubyx expressly retains the right to re-use the experience and know-how acquired in the course of producing the Deliverables.

21.5. In the event that Rubyx involves third parties in the production of the Deliverables, Rubyx shall obtain from such a third party the assignment or license of the rights necessary to comply with this article.

22.   Expenses

Reasonable professional expenses incurred by Rubyx in the performance of its obligations under the Agreement shall be paid or reimbursed by You upon presentation of a documente statement of disbursements.

Such expenses may include travel, food, accommodation, telecommunications and printed material for workshops.

23.   Insurances

Rubyx shall make sure that it has taken out all the useful insurances to cover itself and You sufficiently against all losses and damage claims Rubyx may be involved in (a/o Civil liability, exploitation, occupational accidents insurance etc.). Rubyx shall at your first request submit an insurance certificate proving that he has fulfilled these obligations.

Chapter 3 – Rubyx D6

24. Subject matter

24.1. This chapter applies to the provision of the Application by Rubyx to You. Unless provided otherwise in this chapter, the general provisions of Chapter 1 apply to the provision of such consultancy services.

24.2. The Application means the D6 platform, which is currently divided into several products listed below. Where appropriate, the applicable Terms & Condition and SLA can differ depending on the product. When "ApplicationD6 platform" is mentioned, all products are in scope.
- D6 Warehouse™ - Fully managed financial service oriented data warehouse and the data pipelines used to bring clean and verified data into the warehouse. Data from different systems at Rubyx clients will be uploaded, cleansed, transformed and verified for functional consistency to be made available for reporting, business intelligence or analysis purposes. These latter uses of data are not part of D6 Warehouse™ product offering.
- D6 Services™ - Business analysis as a sService. Web services (in the form of REST APIs) are provided to help address key business questions. . The exposed services greatly facilitate the integration of Rubyx data solutions directly into existing business processes.
- D6 Board™ - Full-fledged web based productivity tools. A web application, including a graphical user interface and data visualizations, that allows Rubyx clients to provide their staff with easy access to Rubyx data solutions to increase productivity and sharpen risk analysis.
- D6 Scoring™ - A series of algorithms and their set of parameters that constitute configurable credit scoring strategies aiming to recommend the right amounts to disburse to borrowers for dedicated products.

24.3. Rubyx may from time to time change the content of the APIs and the Application.

25. Duration and termination

25.1. Any Agreement or part of an Agreement regarding the Application shall, unless otherwise terminated as provided in this Article 25., commence on the Effective Date and shall continue for the period specified in Your Order Form ("the Initial Term") and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period" and together with the Initial Term the "Term").

25.2. The General Provisions of Article 5.shall apply to the duration and termination of any Agreement or part of an Agreement regarding the provision of services.

26. License

26.1. Subject to the terms of this Agreement, Rubyx hereby grants to You and You hereby accept a limited, non-exclusive, non-transferable, non-sub licensable right to access and use the Application during the Term.

26.2. You undertake that:

26.2.1. You will not allow access other than by Authorised Users and that all access to the application other than by Rubyx will be the effect of your willingness;

26.2.2. All accesses to the application with a username and password provided to You by Rubyx will count as a voluntary Data Query.

27. Your data

27.1. The services are provided on the basis of the Data provided by You. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data and Rubyx will not be responsible for inaccuracies in the production of Reports arising from any inaccuracies or errors contained in the Data.

27.2. The Data must be provided in the format agreed with Rubyx and you understand that this requirement is essential for the proper provision of the services by Rubyx.

27.3. The Data you provide must be anonymised by You. As a consequence, You acknowledge that the Data processed by Rubyx do not qualify as personal data within the meaning of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). You acknowledge in particular that Rubyx does not qualify as a processor within the meaning of such regulation.

27.4. Although Rubyx owns all Intellectual Property Rights in the APIs, the Application and the services, You retain all rights to your Data. Notwithstanding the foregoing, you agree that Rubyx may use the Data provided by you with a view to improve the functioning of the service and for statistical purposes.

27.5. Rubyx may process a limited amount of personal data pertaining to You, Your organization or Your employees and representatives, with a view to managing the customer relationship with you, including amongst other things offering and promoting products and services and managing access to the Application. These data are limited to the name and contact details provided by the individuals using the Application within your organization, as well as information allowing us to link Data to the relevant Portfolio, as requested by You. You

guarantee that the concerned persons are informed about the content of this article before supplying their data to Rubyx. Data collection and processing are done by Rubyx. Access to or correction of data can be obtained free of charge by contacting Rubyx.

28.   Rubyx' rights and intellectual property

28.1.   All Intellectual Property Rights in the APIs and the Application belong to Rubyx or our licensor(s). You acknowledge and agree that the Application and all Intellectual Property Rights associated with it are and will always remain with Rubyx and/or its licensor(s). You further acknowledge and agree that the source code and object code of the Application and the format, directories, queries, algorithms, structure and organisation of the Application are the Intellectual Property of Rubyx. All rights are reserved. You agree that You and each of Your Authorised Users will not use such Intellectual Property Rights in any way except for use of the Application as permitted by this Agreement.

28.2.   Subject to Article 26. of this Agreement, you may download material from the APIs or the Application for the sole purpose of using the Application. You must not copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to discover the source code of or decrypt the Application or use the Application to create a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Application.

28.3.   You will procure that Your Authorised Users are aware of Your obligations under this Agreement and You shall ensure that Your Authorised Users are not in breach of any provision of this Agreement. Breach of any of these Terms by Your Authorised Users will be deemed to be a breach by You, and You shall be liable for any such breach.

29.   Warranty

29.1.   Rubyx warrants that the API, the Application does not infringe on any third-party right, including in particular Intellectual Property Rights of third parties

29.2.   During the Term, Rubyx warrants that the Application will function in substantial accordance with its written specifications, and the Documentation.

29.3.   In the event of a breach of Rubyx's warranty under Article 29.2., Rubyx agrees to use reasonable efforts to cause the Application to function in substantial accordance with its specifications and the Documentation.

29.4.   You acknowledge that the Application has not been developed to meet Your individual requirements and it is therefore Your responsibility to ascertain that the facilities and functionality of the Application and the Services meets Your requirements.

29.5.   Whilst Rubyx endeavours to ensure that any material available for downloading from the APIs is not contaminated in any way, Rubyx does not warrant that such material will be free from infection, viruses and/or similar code. Notwithstanding the foregoing, Rubyx shall extend to You any warranty extended to Rubyx by a third party for material that You download from the APIs.

29.6.   Due to the nature of software and the internet, Rubyx does not warrant that Your access to, or the running of, the APIs or Your use of the Application or the APIs will be uninterrupted or error free. The availability levels are set forth in the SLA, as amended from time to time. Nevertheless, Rubyx is not responsible for external, unforeseen circumstances that can impact the functioning or the management of the services and which is beyond the reasonable control of Rubyx, including i.a. pandemics, force majeure, global internet outage or delays, or sudden regulatory changes. .

29.7.   To the extent permitted by law and except as expressly and specifically provided in this Agreement, Rubyx excludes all conditions, warranties, representations or other terms which may apply to the APIs and the Application or any content on the APIs, whether express or implied.

29.8.   You acknowledge that the use of D6 Scoring is subject to the execution of a "Scoring Strategy Agreement" between Rubyx and You. The D6 Scoring service is provided via the algorithm developed by Rubyx, but on the basis of the scoring strategy defined by You. You acknowledge and agree that the amounts proposed as a result of such scoring strategy have an indicative value only. Rubyx shall not be responsible for the fitness or accuracy of these amounts, nor for Your client's failure to reimburse the amounts defined through D6 Scoring.

30. Application use

30.1.   Your Authorised Users may use the Application via an Authorised Device during the Term.

30.2.   You acknowledge and agree that You are responsible for ensuring that all usernames and passwords required to use the Application are kept secure and confidential. Rubyx will not be liable for any loss or damage arising from You or Your Authorised User's failure to comply with this security obligation.

30.3.   You acknowledge and agree that certain third-party software which is not incorporated into the Application may be required in order for Your Authorised Users to use or enjoy the full benefit of the Application. You shall be fully responsible for obtaining a lawful copy of such software. Your use of such separately acquired software shall be in accordance with any terms and conditions of the end user license agreement provided with such software.

30.4. You accept that You are solely responsible for ensuring that your Authorised Devices meet all relevant technical specifications necessary to use the Application and that your Authorised Devices are compatible with the Application.

30.5. You and Your Authorised Users must not misuse the Application. In particular, You must not hack into, circumvent security or otherwise disrupt the operation of the APIs or the Application, or attempt to carry out any of the foregoing. This includes introducing viruses, trojans, worms, logic bombs or other material which is or could be malicious or technologically harmful to the APIs or the Application.

31. Fees

31.1. You shall pay the licence fees stated in Your Order Form (the "Fees") annually, in advance with the first payment due on or before the Effective Date.

31.2. Rubyx reserves its right to increase the Fees at the start of each Renewal Period upon 90 days prior written notice to You and the Fees stated in Your Order Form shall be deemed to have been amended accordingly, unless you choose to terminate this Agreement in accordance with Article 25..

31.3. The Fees for each Renewal Period shall be payable by You to Rubyx each year, at the latest on the anniversary of the Effective Date unless this agreement is terminated in accordance with Article 25. 10.

31.4. Rubyx reserves its right to define specific payment mechanisms in the applicable order form, including advance payments and offsetting such advance payments against actual costs.

Chapter 4 – Service Level Agreement

32. General provisions

32.1. Introduction

This chapter constitutes the Service Level Agreement between Rubyx and You regarding the use of the Application as defined in Article 24.2.. It sets forth each Party's responsibilities, defines each Party's Service Levels and outlines the applicable procedures in case of non-compliance or performance problems.
This SLA shall be attached as a schedule to the Agreement between Rubyx and You. All abbreviations, terms and definitions set forth in Article 3. of the Terms and Conditions shall apply to this SLA.
Implementation details (how services and obligations are executed) are not contained in this SLA.

32.2. Non-compliance

In case a Party fails to meet the service levels set forth in this SLA, that Party shall:
- Analyse the causes of the failure;
- Determine the necessary corrective measures;
- Take the corrective measures; and
- Report the findings to the other Party.

33. Incident management

Rubyx offers You a dedicated support channel that serves as a central contact point for the Application.

33.1. Dedicated channel

The support channel can be reached via email at support@rubyx.io.

33.2. Incident types

Incident Priority	Definition
Priority 1 (blocker)	An existing infrastructure or a major functionality of the Application has a complete/global unavailability with critical impact to the End Users or Yours business operations.
Priority 2 (critical)	Operation of an existing infrastructure of the Application is severely degraded, or significant aspects of Your's business operations are being negatively impacted by impaired performance.
Priority 3 (normal)	Operational performance of the infrastructure is impaired while most business operations remain functional.

33.3. Incident response process

For each incident, the Rubyx support service will follow this process
1. Identification: detection and reporting of the incident
2. Coordination: triage and engagement of the responsible person/team
3. Resolution: investigation, containment & recovery
4. Closure: communication of the results with possible post-mortem analysis for continuous improvement

33.4. Incident SLA's

The following SLAs are applicable to the whole D6 Platform as described in section Incident types. Some exceptions apply, see chapter SLA exceptions.

	Priority 1	Priority 2	Priority 3
Reaction time	<3h	<5h	<10h
Intervention time	Immediately after Reaction time	Immediately	Next Business day
Resolution time	48h	<4 Business Days	<7 Business Days

Reported Incidents: in order to be addressed, an incident should be reported and properly documented by You, and you should provide all relevant information required by the support channel. In the absence of such a documented report, the SLA may not apply.

Reaction time: time between the report of a possible incident and first reply by Rubyx. The reaction time starts (i) upon reception of the email during Belgian business days between 9 AM and 17 PM Belgian Time or (ii) upon reception of the email outside Belgian business days at the soonest at 9AM Belgian Time on the first Belgian business day following the receipt of the email

Intervention time: time between the report of a possible incident and the undertaking of the first actions to manage it

Resolution time: time between the report of a possible incident and its final resolution including all impacts on clients business operations

The above mentioned times are subject to the service times as described in section Dedicated Channel.

33.5. SLA exceptions

Rubyx can not guarantee resolution times for:
- Data extraction and upload: when the incident originates from the extraction and upload of the data by clients on the Application, either in a late, wrong or incomplete manner.
- External circumstances: Rubyx is not responsible for external, unforeseen circumstances that can impact the functioning or the management of the services and which is beyond the reasonable control of Rubyx, including i.a. pandemics, force majeure, global internet outage or delays, or sudden regulatory changes.

33.6. Availability management

The Application is designed to offer high availability.
Below are the guaranteed SLA's.

Product SLA	Description	Measuring	Value
Platform availability	Access to data in D6 Warehouse™ tables . Excluded planned downtime.	Monitoring by querying D6 Warehouse™ through web UI Measuring 1 year & reporting window : 1 month	99,0% Maximum 7.2 hours downtime/month
Data availability	Access to correct, complete updated data.	Monitoring by querying D6 Warehouse™ through web UI Measuring 1 year & reporting window : 1 month	97,0% Maximum 21.6 hours downtime/month

Downtimes (whether planned or unplanned) due to releases, incidents or service unavailability at 3rd parties (eg. external data sources) or lose components are out of scope of this SLA.

34. Performance SLA

The Rubyx Platform is designed to offer high performance.
Below are the guaranteed SLA's.

Product SLA	Description	Value
Average query times 10 K lines	Regex: query that does a regular expression on a field, group by and sorts results by a field Self JOIN: self JOIN subquery with query, both on the same tables	Regex: < 5 sec Self JOIN < 10 sec.
Average query times 100 K lines	Regex: query that does a regular expression on a field, group by and sorts results by a field	Regex: < 5 sec Self JOIN < 10 sec.

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	Self JOIN: self JOIN subquery with query, both on the same tables	
Average query times 1 M lines	Regex: query that does a regular expression on a field, group by and sorts results by a field Self JOIN: self JOIN subquery with query, both on the same tables	Regex: < 10 sec Self JOIN < 10 sec.
Average query times 10 M lines	Regex: query that does a regular expression on a field, group by and sorts results by a field Self JOIN: self JOIN subquery with query, both on the same tables	Regex: < 10 sec Self JOIN < 15 sec.
Average query times 100 M lines	Regex: query that does a regular expression on a field, group by and sorts results by a field Self JOIN: self JOIN subquery with query, both on the same tables	Regex: < 10 sec Self JOIN < 20 sec.
Average query times 1 B lines	Regex: query that does a regular expression on a field, group by and sorts results by a field Self JOIN: self JOIN subquery with query, both on the same tables	Regex: < 10 sec Self JOIN < 35 sec.

35. Data Management

35.1. Data freshness

Rubyx guarantees nightly refresh that makes previous day's data available on the Applicatino. Rubyx and You agree on a time at which data must be made available by You on the Application. You are responsible for the respect of this time, and Rubyx cannot be held responsible for any incidents due to the lack of respect of this agreed time. Notwithstanding the foregoing, Rubyx guarantees a maximal duration between data upload on the Application and its availability in the D6 Warehouse™ of six hours.

35.2.   Data quality

Upon signature of the Agreement, Rubyx shall provide You the necessary documentation about format and contents of data to be uploaded on the Platform by the Customer. Rubyx might change its requirements to adapt to Your specific needs or to adapt to Your systems. The documentation will cover the format, name of the files containing the data, times and location of delivery of the files by You, name, order, format, content, examples and definition of the fields to be extracted.

Rubyx guarantees that the format and contents of the data as defined by the above documents are reflected in the actual data included in the D6 Warehouse™. Rubyx is not responsible for mismatches or errors arising from data provided by You non-compliant with the above mentioned documentation.

Data quality issues will be treated according to the above incident response process.

Rubyx and You will guarantee data quality as defined according to a list of metrics. For each metric, minimum thresholds of compliance must be respected. Metrics with non compliant values will be treated according to the above incident response process as blocker, critical or normal issues.

Table	Coherency checks	Blocker threshold	Critical threshold	Normal threshold
event	When Event=R then Event_Date=Payment_Due_Date. When Event=EP then Event_Date<Payment_Due_Date. When event=LP then Event_Date>Payment_Due_Date	<99.9%		
event	When Event_Date=Payment_Due_Date then also Amount_Due=Event_Paid_Amount+Remaining_Amount	<99.9%		
event	When Event=LP then Penalty_Due_Amount>0	<99.0%	<99.5%	<99.9%
event	Contract_IDs in event are in loan (Loan_ID)	<99.9%		
event	Customers_IDs in event are in customer	<99.9%		
schedule	Contract_ID have all Instalment Numbers from 1 to last (last instalment is the one whose Payment_Due_Date=Maturity_Date from loan)	<99.9%		
schedule	Contract_IDs in schedule are in loan (Loan_ID)	<99.0%	<99.5%	<99.9%
schedule	Customer_IDs in schedule are in customer	<99.9%		
account	First_Transaction_Date>=Opening_Date	<99.9%		
account	Last_Transaction_Date<=Closing_Date	<99.9%		
account	Customer_IDs in account are in customer	<99.9%		
account	When Status='Closed' then Closing_Date not null	<99.9%		
loan	Customers_ID in loan are in customer	<99.9%		
loan	Repayment_Account_IDs in loan are in account (Account_ID)	<99.9%		
loan	Repayment_Account_IDs in loan are in account_balance (Account_ID)	<99.9%		
account_balance	Account_IDs in account_balance are in account	<99.9%		

account_balance	Customer_IDs in account_balance are in customer	<99.9%		
loan_balance	Loan_IDs in loan_balance are in loan	<99.9%		
loan_balance	Customer_IDs in loan are in customer	<99.9%		
loan_balance	SUM(loan_balance.Principal_Outstanding(t-1))+SUM(loan_balance.Interests_Oustanding(t-1)-SUM(event.Event_Paid_Amount(t-1))=SUM(loan_balance.Principal_Outstanding(t))+SUM(loan_balance.Interests_Oustanding(t) WHERE loan_balance.Loan_ID=event.Contract_ID AND event_Payment_Type IN ('Capital','Interests')	<99.0%	<99.5%	<99.9%
event/schedule/loan_balance	SUM(event.Event_Paid_Amount)+SUM(loan_balance.Principal_Due)+SUM(loan_balance.Interests_Due)=SUM(schedule.Capital_Amount_Due)+SUM(schedule.Interests_Amount_Due) WHERE event.Contract_ID=loan_balance.Loan_ID=schedule.Contract_ID AND event.Payment_Type IN ('Capital','Interest')	<99.0%	<99.5%	<99.9%
transaction/account_balance	account_balance.Principal_Amount(t)=account_balance.Principal_Amount(t-1))+SUM(CASE WHEN transaction.Db_Cr(t)='Cr' THEN transaction.Amount(t) ELSE -transaction.Amount(t)) WHERE account_balance.Account_ID=transaction.Customer_Account_Number	<99.0%	<99.5%	<99.9%
account_activity_summary/transaction	SUM(account_activity_summary.TT_Number(t))=COUNT(transaction.*(t)) AND SUM(CASE when account_activity_summary.TT_Db_Cr(t)='Cr' THEN account_activity_summary.TT_Volume(t) ELSE -account_activity_summary.TT_Volume(t))=SUM(CASE WHEN transaction='Cr' THEN transaction.Amount ELSE -transaction.Amount) WHERE account_activity_summary.Account_ID=transaction.Customer_Account_Number	<99.0%	<99.5%	<99.9%
account_activity_summary/account_balance	account_balance.Principal_Amount(t-1)+SUM(CASE when account_activity_summary.TT_Db_Cr(t)='Cr' THEN account_activity_summary.TT_Volume(t) ELSE -account_activity_summary.TT_Volume(t))=account_balance.Principal_Amount(t) WHERE account_balance.Account_ID=account_activity_summary=Account_ID	<99.0%	<99.5%	<99.9%
loan_application_core	WHEN loan_application_core.stage='Disbursed' THEN (loan_applcation_core.Loan_ID=loan.Loan_ID AND loan_application.Update_Date=loan.Disbursement_Date)	<99.0%	<99.5%	<99.9%
loan_application_core	Loan_IDs in loan_application_code and loan_application_accessory are in loan	<99.0%	<99.5%	<99.9%
portfolio_manager	Portfolio_Manager_ID in loan, loan_balance, transaction, customer, account, account_balance are in portfolio_manager	<99.9%		

The compliance to the list of data quality metrics will be reviewed every quarter and Rubyx will be responsible for all incidents arising from its ETL and data pipelines.

35.3. Data retention

Rubyx guarantees an immediate availability of data of the last 36-months period (>=99.9% of monthly uptime percentage availability). Data between 36 and 60 months will be archived in so-called "cold" buckets who guarantee a 99.0% of monthly uptime percentage availability. Beyond 60 months, Rubyx doesn't guarantee the availability of data.

36. Business continuity and disaster recovery

36.1. Data backup and recovery

Rubyx backups data creating a tier-based system. Data are migrated to an archive tier after 36 months when the requirement to access the backed-up data is less likely

36.2. Database backup and recovery

In our cloud-based D6 Warehouse™ data is replicated throughout multiple locations so as to minimize the probability of data loss. Referring to corruption of the tables itselves we adopt the following practices:
- If the corruption is caught within 7 days, it is still possible to recover the table prior to the corruption.
- Data is stored in different tables for each day. This method ensures that we would only have to restore a subset of data in a new table, rather than a complete dataset.
- The original data of the D6 Warehouse™ is also stored in D6 data buckets. This allows us to easily recreate a new table from the original data and reload the uncorrupted data. From there, we can adjust our applications to point to the new table.

37. Change management and Service Requests

As Rubyx is the owner of the Application, any modification to the Application (a "Change") will be controlled by Rubyx. If for any case, a platform Change is needed, You can file a request to Rubyx Support: support@rubyx.io. This Change will be integrated in the Rubyx product process where decisions, timings and releases are discussed. You will get notified when the Change will (or will not) be implemented.
Next to theChanges, You can also file a "Service Request". This request is also to be filed to Rubyx Support. The latter will do an intake of the request, align (if necessary) with the underlying parties, and will inform You about the feasibility, timing and cost of the request. Once approved by You, Rubyx will execute the Service Request. If a cost is involved, this will be invoiced in the next invoice run.

38. Release management

38.1. Release planning

Rubyx is using the Agile principles in his development and release process (story definition, backlog, sprint planning, release). All releases are tested in our test and acceptance environment. You will receive the release notes by email 5 days before the release. These release notes will describe the user stories implemented in the particular release.

38.2. Planned downtime

Planned downtime will be scheduled on fixed dates with 48 hours notice.
Rubyx will not ask for explicit permission to You when releasing a new version of its platform.
Planned downtime does contain following types:
- scheduled releases;
- emergency release (e.g. correctives);
- service requests which imply a downtime

39. Data Protection

Data is automatically encrypted while in transit and at rest, and can only be accessed by the authorized roles and services with audited access to the encryption keys. Within the Application, data is also automatically replicated and encrypted for backup and disaster recovery. When data is ready to be deleted, a specific procedure, in accordance with service-specific policies, must be followed to delete data permanently.

40. Data warehousing and security

Rubyx relies on a third-party service provider chosen at its discretion to host the Application and the data uploaded on the Platform by Customer.
Rubyx currently relies on the services of Google Cloud and shall offer at least the same warranties as those described in Google Cloud's terms of service are available on https://cloud.google.com/terms.

Google Cloud's technical and organizational measures to protect the hosted data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access are consequently applicable to the Application and the data uploaded on the Platform by Customer. The current version of such Data Processing and Security Terms is available on https://cloud.google.com/terms/data-processing-terms and the detailed description of the security measures is available on https://cloud.google.com/terms/data-processing-terms#appendix-2:-security-measures.

In addition, Rubyx implements and maintains its own technical and organizational measures to protect your data against the aforementioned events. Rubyx ensures inter alia (i) that any employee or contractor is bound by a confidentiality undertaking, (ii) that data are made available to employees or contractors only on a need-to-know basis and (iii) that employees and contractors use separate work environments so as to avoid accidental access to data.