

VANEIGENS PLATFORM SAAS TERMS

Article 1. Interpretation and Definitions

1.1. For the purpose of the Agreement, the following definitions apply:

Acceptance Test:

means a test, agreed upon by Parties, to determine if the Vaneigens Platform reasonably satisfies the Documentation.

Agreement:

means the Statement of Work as accepted by Customer and these SaaS Terms.

Analytics Data:

means the aggregated, analytical statistics regarding the use of the Service by Customer and/or its Users. These analytical statistics may include Personal Data; however, the Data Subject is not identifiable for Vaneigens.

API:

means the interface between the Vaneigens Platform and the Third-Party Systems.

Chapter:

means the section of the SaaS Terms containing provisions that apply specifically to a certain Product, in addition to the provisions of the General section.

Confidential Information:

means all information in written, electronic, oral or visual form which is disclosed during the term of the Agreement by a Party and which is marked as confidential, designated at any time as being confidential (verbally or otherwise) or which by its nature or the circumstances in which it is made known ought reasonably to be regarded as confidential. IP-Rights are deemed Confidential Information of Parties.

Configuration:

means the configuration of the Vaneigens Platform as further outlined in the Agreement.

Customer:

means the entity to which an Agreement is addressed.

Data:

means any and all data processed by Customer and/or its Users through use of the Service, Products and/or Vaneigens Platform. Data may include Personal Data. Data does explicitly not include Analytics Data.

Documentation:

means the configuration manuals and the online manuals for the use of the Vaneigens Platform (which may be amended by Vaneigens from time to time).

Error:

means a substantial, demonstrable and reproducible non-fulfilment of the Vaneigens Platform with the Documentation.

IP-Rights:

means any patent right, copyright, design right, trade mark right, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, and (rights in) trade secrets, or know-how and any other intellectual or industrial right of whatever nature in any part of the world.

Personal Data:

means all information relating to an identified or identifiable natural person as referred to in Section 4(1) of the General Data Protection Regulation ("GDPR"), as further described in Appendix 1 of these SaaS Terms.

Product(s):

means the products that Vaneigens supplies to Customer, as described in the Agreement, which can be regarded as Services.

Requirements:

means the functional and technical requirements with respect to the Service, Products as well as the Vaneigens Platform, in order to configure and parameterize the Service, Products and Vaneigens Platform to the specifics of Customer, including but not limited to (part of) the Data, the Third Party Systems and/or the requirements as further laid down by Vaneigens in the Agreement.

SaaS Terms:

means these Vaneigens Platform SaaS Terms.

Schedule:

means an exhibit to the Agreement.

Service(s):

means the (distant) access and use of the Vaneigens Platform by Customer, as further specified in the Agreement.

Service Fee:

means the fee to be paid by Customer to Vaneigens for use of the Service.

Statement of Work:

means the document by which Licensee orders the Service and which is to be executed by the Parties.

Support:

means limited helpdesk e-mail support by Vaneigens, related to the use of the Service, as outlined in Article 4.5.

Third Party Systems:

means any systems used by Customer, which will be connected to the Vaneigens Platform conform the Configuration, to enable the processing of the Data between these systems, as specified in the Agreement.

User:

means a natural person who gains access to and uses the Service on behalf of and/or for and under the responsibility of Customer, as further specified in the Agreement.

Vaneigens

means the limited liability company Vaneigens Technologies B.V.

Vaneigens Platform:

means the Vaneigens Platform including underlying technology and software which enables Customer to use the Products, as further outlined and specified in the Agreement. The definition of Vaneigens Platform includes but is not limited to all programs, databases structure, documentation, source codes, object codes, variations, memory maps, algorithms, plans, charts, graphs and other materials now or hereafter relating to or incorporated therein together with all future revisions to or updates thereof and all technical and operating manuals and any other documentation relating to it.

1.2. These SaaS Terms are intended to govern all the rights and obligations of the Parties in relation to the Service and the use of the Vaneigens Platform, as specified in the Agreement. All the provisions of the Agreement are intended to have legal effect and if any part term or provision hereof shall be held to be illegal or unenforceable the validity and enforceability of the remainder of the Agreement shall not be affected thereby. The applicability of Customer's general terms and conditions or purchasing conditions, where applicable, is explicitly excluded.

1.3. The documents that are part of this Agreement have the following ranking order:
a) the Agreement;

- b) an applicable section with a Chapter or Chapters of these SaaS Terms; and
- c) the General section of these SaaS Terms.

1.4. Vaneigens may amend these SaaS Terms at any time. Customer will be notified of any amendments in advance, after which notice period the amendments will enter into force and be part of the Agreement. If Vaneigens develops a new Service, it may add a new Chapter to these SaaS Terms. A new Chapter will apply if Customer purchases the new Service on the basis of an Agreement.

Article 2. Subject of the Agreement

2.1. Subject to the terms and conditions of the Agreement, (i) Vaneigens shall use reasonable efforts in setting-up, installing and configuring a version of the Vaneigens Platform for the purposes of having Customer test the Vaneigens Platform through the Acceptance Test, in accordance with the Configuration Plan, and (ii) after Acceptance, Vaneigens shall use reasonable efforts in providing the Service to Customer as well as the Support.

2.2. Vaneigens hereby grants Customer a limited, personal, non-transferable, non-exclusive, non-sub-licensable right, upon both Acceptance and payment of the Service Fee, to use the Service in accordance with the Agreement.

Article 3. Configuration and Acceptance

3.1. Vaneigens shall use reasonable efforts in setting-up, installing and configuring a version of the Vaneigens Platform for the purposes of having Customer test the

Vaneigens Platform through the Acceptance Test, in accordance with the Configuration. Any and all dates regarding the Configuration Plan are estimates only, and not fatal dates. Customer acknowledges and agrees that the Configuration (and thus the Service) may be dependent on the willingness of Third-party vendors of Third-Party Systems to connect these with the Vaneigens Platform through the API. Vaneigens is not responsible nor liable in this respect.

3.2. Customer shall at all times and/or at Vaneigens' first request, furnish to Vaneigens all data or information which is useful and necessary in order to allow Vaneigens to set-up, install and configure a version of the Vaneigens Platform for the purposes of having Customer test the Vaneigens Platform through the Acceptance Test.

3.3. After the Configuration of the Vaneigens Platform, Vaneigens grants Customer a limited, personal, non-transferable, non-exclusive, non-sub-licensable right to access and use this version of the Vaneigens Platform only during the Acceptance Test and only for purposes of Acceptance Testing by Customer. This license right will automatically terminate after expiry of the agreed Acceptance period.

3.4. During the Acceptance Test period, Customer is not entitled to have other persons than the nominated persons access and use the Vaneigens Platform, unless Vaneigens has issued prior written consent. Customer is also responsible for the nominated users keeping passwords and login codes strictly confidential and/or using these codes with due care,

acknowledges and agrees that the test version of the Vaneigens Platform is configured to it 'as is', i.e., without any warranty of any kind. The access and use of the Vaneigens Platform during the Acceptance Test period is, therefore, for Customer's own, entire risk and responsibility.

- 3.5. Vaneigens' liability for any and all damages (including but not limited to direct and indirect damages) resulting from and/or related to (i) setting-up, installing and configuring a version of the Vaneigens Platform for the purposes of having Customer test the Vaneigens Platform through the Acceptance Test and/or (ii) the Acceptance Test itself, shall be fully excluded, whether based upon (attributable) default tort or otherwise. This exclusion shall, however, not apply if and insofar as the damage is the result of willful intent or gross negligence by the board of directors or the executive management of Vaneigens.
- 3.6. During the Acceptance Test, Customer is not allowed to access and/or use the Vaneigens Platform and/or Service for productive or operational purposes, nor provide such access to or allow such use of the Service by third parties. Customer shall perform the Acceptance Test at its own expense, with sufficiently qualified personnel and sufficiently thorough. Any support by Vaneigens, requested by Customer in writing, with the Acceptance Test is at the risk of Customer and considered an additional service. Customer shall report the test results to Vaneigens, in writing in an orderly and understandable manner, ultimately on the last day of the period for the Acceptance Test. Errors that prevent Customer from

operational use of the Vaneigens Platform are considered Level 1 Errors.

- 3.7. Vaneigens shall use reasonable efforts to remedy any Errors specified by Customer in its test report and accepted by Vaneigens as such, within a reasonable time. Vaneigens may use temporary solutions, workarounds or problem evading limitations for remedying Errors in the Vaneigens Platform.
- 3.8. The Vaneigens Platform shall be Accepted by Customer if:
- On the first day after the period of the Acceptance Test;
 - The date of receipt of the report if the report does not specify any Level 1 Errors;
 - The moment the Level 1 Errors as specified in the report are remedied; or
 - Customer used the Service operationally.
- 3.9. Acceptance shall not be withheld by Customer on grounds that do not relate to the specifications of the Vaneigens Platform as specified in the Documentation, nor on the existence of small Errors that do not prevent the operational and productive use of the Vaneigens Platform and/or Service by Customer, none withstanding the obligation of Vaneigens to remedy these Errors. Upon Acceptance of the Vaneigens Platform, Customer fully and unconditionally discharges Vaneigens of its obligations relating to the configuration of the Vaneigens Platform and upon Acceptance, Customer agrees and acknowledges that the Vaneigens Platform and the Service meets the Requirements as well as the Documentation.

Article 4. Duties and obligations of Vaneigens relating to the Service and Support

- 4.1. Vaneigens will use reasonable efforts in providing the Service to the Customer. Customer understands and acknowledges that in rendering the Service, Vaneigens is dependent upon the terms and conditions of third parties (“Third Party Terms”), including but not limited to the Third-Party Systems. Customer agrees that in respect of such Third-Party Systems dependencies, these Third-Party Terms apply accordingly between Vaneigens and Customer as well as Vaneigens is not responsible nor liable for such third parties.
- 4.2. Vaneigens may provide (online) training to the users of the Service nominated by the Customer (Customer’s key users). Such training is considered an additional service.
- 4.3. Vaneigens ensures deployment of sufficiently qualified personnel to the Agreement.
- 4.4. Customer grants Vaneigens a non-exclusive, royalty free license to use Customer’s logo and name for Vaneigens’ advertising, literature and websites for marketing purposes. Vaneigens will use logos strictly conform standards set by Customer. Upon request of Customer, Vaneigens will make reasonable changes or corrections to its marketing materials as may be necessary to comply with Customer’s reasonable quality concerns. This provision applies to logo and brand name use. If Vaneigens intends to publish a so-called “long-case” or press release mentioning Customer’s logo or name,

Vaneigens will ask permission of Customer before publishing.

- 4.5. Vaneigens shall be allowed to take technical measures to protect the Service and/or the Vaneigens Platform or with a view to agreed restrictions in the duration of the right to use the Service. Customer shall not be allowed to remove or evade such technical measures.
- 4.6. During and after the Agreement, either Party will not publicly make any negative statements regarding the other Party nor otherwise take any actions in this respect that may harm the name and reputation of the other Party.
- 4.7. Vaneigens will take reasonable efforts that the Vaneigens Platform will be operational 24/7 with at least 99,5% uptime. Vaneigens will render reasonable efforts in providing Support, subject to the following terms and conditions:
 - 4.7.1. Support is available for Errors only. Customer will notify Support requests to Vaneigens as soon as reasonably possible. Issues may be reported to the helpdesk, which is accessible per e-mail seven (7) days a week. Support will be rendered during regular business hours from 9:00 to 17:00, Monday through Friday, CET.
 - 4.7.2. Vaneigens will make available qualified technical representatives to render Support. This Support relates to troubleshooting of Vaneigens Platform issues, file management, report troubleshooting, interpretation of error messages, problem diagnosis, and recommendations for fully utilizing Vaneigens Platform capabilities.

Vaneigens also will answer questions regarding procedures, documentation, proper operation, service, training, and Vaneigens Platform enhancements.

- 4.7.3. Vaneigens will provide Vaneigens Platform releases, if and when available.
- 4.7.4. Customer shall provide Vaneigens with direct network access, as reasonably required to allow Vaneigens to resolve reported service requests. Any reasonable costs incurred in providing this access to Vaneigens shall be the responsibility of Customer.
- 4.7.5. Customer shall designate in writing individuals within its organization to coordinate all service requests to Vaneigens. Customer shall identify these individuals in writing to Vaneigens and may change these individuals from time to time upon written notice.
- 4.7.6. Customer shall provide Vaneigens with access to Customer's premises and make available to Vaneigens one or more designated employees of Customer knowledgeable in information services at such times and to the extent as may be reasonably required by Vaneigens to perform its Support services hereunder.
- 4.7.7. Customer shall be responsible for the adequate duplication and documentation of all of its files and Data for back-up purposes. Vaneigens will not be liable for Customer's failure to back up its files and Data.
- 4.7.8. Support is not provided for any Error Vaneigens reasonably believes is not attributable to Vaneigens, including but not

limited to Errors caused by (a) Customer's or a third party contractor's modifications; (b) operation of Vaneigens Platform other than the Vaneigens Platform (for example, the Third Party Systems, operating systems or databases) or any hardware or other equipment owned by Customer; (c) use of the Vaneigens Platform that does not conform with the Requirements, (d) or misuse by Customer of the Vaneigens Platform. In the event Vaneigens provides Error correction services and, in doing so, reasonably determines that the Error was not caused by the Vaneigens Platform, Vaneigens shall be entitled to charge and Customer shall pay for the time and materials expended at Vaneigens' then-standard commercial rates.

Article 5. Duties and obligations of Customer

- 5.1. Customer may not – nor permit any third party to – make use of the Service other than as expressly stipulated in the Agreement and/or as expressly and explicitly allowed by overriding mandatory law, such as the Copyright Act.
- 5.2. During the term of the Agreement Customer shall, if so required by Vaneigens, at its own cost provide Vaneigens with a means of remote access to its IT-systems so as to enable the provision by Vaneigens of a remote diagnostic service as part of the Support.
- 5.3. During the term of the Agreement Customer shall, if so required by Vaneigens, at its own cost cooperate fully

with Vaneigens' employees in the performance of the Agreement and, without prejudice to the generality of the foregoing, make available to the Vaneigens all information and materials reasonably required by Vaneigens to enable Vaneigens to perform the Agreement.

- 5.4. The use of the Service by Users is personal. Therefore, Users may not give any other person remote or other access to Vaneigens Platform. The login and password made available to User are also personal. User must keep these codes strictly confidential and/or use these codes with due care. The use of said codes shall be solely the responsibility of and the risk of Customer and/or User. Customer shall indemnify, defend, and hold harmless Vaneigens from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of User's login code and/or password relating to the Service.
- 5.5. Customer will adhere to its responsibilities as outlined in this Agreement, and will also follow up all reasonable instructions and guidelines issued by Vaneigens in connection with the Service and/or Support.
- 5.6. Customer is responsible for meeting the Requirements (provided by Vaneigens) in order to be able to access and use the Service. Customer is responsible for delivering and processing correct, complete and adequate Data through the Vaneigens Platform; Customer agrees and understands that any inadequate, incorrect or incomplete Data will negatively impact the Service. The purchase, use and maintenance of electronic communication facilities and

Customer's own IT-infrastructure (including software, hardware and internet connection) in order to be able to use the Service, is for Customer's own account and risk. Customer acknowledges and agrees that Vaneigens will in no event be liable for any damage, loss or costs, including loss of Data, or any inability to use the Service as a result of a shortcoming, defect, other malfunction and/or any other non-availability of the aforesaid electronic communication facilities and/or IT-infrastructure and/or in Customer not meeting the Requirements (provided by Vaneigens) and/or Customer using inadequate Data.

- 5.7. In using the Service, Customer is responsible for compliance with all laws and regulations that apply to it.

Article 6. Service fee

- 6.1. Customer agrees to pay Vaneigens the applicable Service Fee, as specified in the Agreement or the relevant Schedule.
- 6.2. The Service Fee will be invoiced by Vaneigens once a month in advance. Customer will pay the Vaneigens invoices promptly in accordance with the terms on the invoice, without claiming any rights of set-off, transfer cost, or counterclaim. Vaneigens will be entitled to charge Customer a default interest rate in case of late payment at a rate of the trade statutory interest.
- 6.3. All payments made between Customer and Vaneigens are subject to prevailing tax laws & regulations in The Netherlands.
- 6.4. Associated charges for any (financial) transfer are at all times at Customer's expense.

Article 7. Intellectual property

7.1. All IP-rights related to the Vaneigens Platform, Service, Products, API, Documentation, Requirements, Analytics Data and Support vest exclusively in Vaneigens. Customer acquires limited rights of use only in as far as explicitly granted under the Agreement. Furthermore, Vaneigens exclusively owns and/or may use all rights in any ideas, concepts, know-how and techniques with respect to the Service, Products, Support, the Vaneigens Platform and/or the Documentation as well as the technology in connection thereto.

7.2. Customer is aware that the Vaneigens Platform, Service, Products and Support and other materials provided contain confidential information and trade secrets of Vaneigens. Both during the Agreement and for a period of 5 years thereafter, Customer undertakes to keep such secret and not to make third parties acquainted with them or grant their use to the same, and to use them only for the purpose of the Agreement. The expression 'third parties' includes affiliated organizations of Customer and any such persons working in Customer's organization not nominated by Customer to use the Service, equipment and/or other materials.

7.3. It is explicitly acknowledged and agreed that (i) Customer may not and shall not permit any third party to reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Vaneigens Platform, (ii) Customer may not, and shall not permit any third party, to copy, make error corrections or otherwise modify or adapt the Vaneigens Platform nor create derivative works based on the

Vaneigens Platform, and/or (iii) Customer may not sell, (sub-)license, assign, transfer or lease the Service nor use the Service for commercial time-sharing, rental, or service bureau use.

7.4. Except in the event of a white-label service, Customer will not be permitted to remove from or change any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights, including any indications concerning confidential nature and/or secrecy.

7.5. Any Intellectual Property Rights that vest in Customer prior to the Agreement, remain vested in Customer. Furthermore, by using the Service, Customer grants Vaneigens:

7.5.1. a free, unencumbered, non-exclusive license to use the Data in connection with the Service;

7.5.2. a free, unencumbered, non-exclusive license to reproduce the Data in connection with the Support; and

7.5.3. a free, unencumbered, non-exclusive license to use metadata based upon the Messages but in aggregated format and anonymous data only, in connection with both improving the Service and/or statistical purposes. This right will survive the termination of the Agreement for whatever reason.

7.6. If a third party objects to Customer's use of the Vaneigens Platform based on the claim that the use thereof infringes a European copyright (hereinafter referred to as "Infringement Claim"), Vaneigens will, subject to the limitation of liability cap below, defend Customer against that

Infringement Claim and pay all costs, damages and legal fees that a court finally awards, provided that Customer promptly 1) notifies Vaneigens in writing of the Infringement Claim as soon as it becomes aware of such Infringement Claim, 2) allows Vaneigens to fully control the defense and any related settlement negotiations, and 3) cooperates with Vaneigens in the defense and any related settlement negotiations by providing Vaneigens with appropriate information and assistance needed for such defense or settlement.

7.7. In the event of an Infringement Claim, Vaneigens shall be entitled to either: 1) obtain the continued right for Customer to use the Vaneigens Platform, 2) bring the infringement to an end by modifying the Vaneigens Platform or replacing the Vaneigens Platform with other software which, essentially, possesses the same functions as the affected Vaneigens Platform, or 3) terminate the Agreement with written notice and pay to Customer an amount equal to the Service Fee actually paid by Customer for the period the Service will no longer be provided. The performance of Vaneigens' obligations under this Article shall be Vaneigens' total aggregate liability and Vaneigens' entire obligation to Customer as a consequence of all and any Infringement Claims, and Customer shall have no other claims against Vaneigens as a result of such Infringement Claim. Upon termination of the Agreement, Customer shall promptly cease using the Vaneigens Platform and fulfill the terms and conditions connected to termination as stated in the Agreement. The limited warranty stated in this Article is not applicable if the Infringement Claim has been caused by Customer, which

includes use in breach of this Agreement.

Article 8. Duration and termination

8.1. The Agreement is valid for the period as specified in the Agreement and will commence on the date of execution or acceptance of the Agreement. After this term, the Agreement will automatically be renewed for, each time, the same period, unless terminated by either Party with a notice period of three months before expiry of the renewed period (the end-date defined as the "Termination Date"). The right of either Party to early terminate for convenience is excluded.

8.2. The Agreement will automatically terminate, without Vaneigens becoming liable whatsoever to Customer, if Vaneigens is not entitled to provide the Service and/or Support any longer for whatever reason, including but not limited to third party requirements regarding Third Party Systems and/or changes in the applicable law.

8.3. Either Party may terminate the Agreement if the other Party, after having been given proper notice of default in writing specifying as many details as possible and stating a reasonable period within which to remedy the failure, fails to meet, and can be held accountable for not performing, any material obligations arising from the Agreement.

8.4. Either Party may terminate the Agreement immediately if:

8.4.1. the other Party makes a composition for the benefit of creditors;

- 8.4.2. the other Party is insolvent or is unable to pay its debts as they fall due in the ordinary course of its business; or
 - 8.4.3. any proceedings are instituted by or against the other Party in bankruptcy or under any insolvency laws or for re-organization, receivership or dissolution.
- 8.5. Upon the termination being effective, Customer cease:
- 8.5.1. any and all use of the Service;
 - 8.5.2. any and all use of Vaneigens' IP-rights, including Vaneigens' brands.
- 8.6. Upon request of Customer, the Parties will draw up and agree upon an exit plan, dealing with post-contractual services that may be provided by Vaneigens after the termination (for whatever reason) being effective, as well as dependencies on the part of Customer in that respect. The purpose of the exit plan is to allow Customer to migrate to an alternative, if Customer so requires. The services performed by Vaneigens under an exit plan are considered additional services.
- 8.7. The Party terminating the Agreement pursuant to the terms hereof will not be liable to the other Party for any claims, damages, or liabilities arising against the other Party by reason of the exercise of the right to termination under the Agreement.

Article 9. Conformity and Liability

- 9.1. Any liability (including an indemnity) of Vaneigens which is covered by an insurance policy, is at all times capped to

the amount actually paid out by the insurer. If the liability of Vaneigens is not covered by an insurance policy, the below limitation as outlined in Article 9.2 will apply.

- 9.2. Vaneigens accepts liability to the extent as shown by this Article. VanEigens' liability, whether based upon (attributable) failure to perform the Agreement and/or unlawful act, for any direct loss is at all times limited to a total, aggregate, cumulative maximum of the Fees as paid by Customer to VanEigens under the relevant Agreement. Parties agree that a damage-occurring event cannot trigger liability under various Agreements. By 'direct loss' shall exclusively be understood:

- 9.2.1. The reasonable expenses which Customer would have to incur to have Vaneigens' performance fulfill the Agreement. However, such loss shall not be compensated, however, if Customer has terminated the Agreement on the basis of termination for cause ("ontbinding");
- 9.2.2. reasonable expenses incurred in determining the cause and extent of the loss insofar as such determination relates to any direct loss within the meaning of the Agreement;
- 9.2.3. reasonable expenses incurred in preventing or reducing a loss insofar as Customer proves that such expenses have resulted in a reduction of any direct loss within the meaning of this Article.

- 9.3. Vaneigens' liability for any other loss than direct loss, such as indirect loss, consequential loss, damages due to late

delivery, loss of and/or damage to Data, loss of profits, lost savings and loss caused by interruption of operations, is fully excluded.

9.4. The limitations mentioned in the preceding paragraphs shall not apply if and insofar as the damage is the result of willful intent or gross negligence by the board of directors or the executive management of Vaneigens.

9.5. Vaneigens' liability shall not arise unless Customer forthwith and properly declares Vaneigens in default in writing, stating a reasonable period in which to remedy the failure, and Vaneigens continues, and can be held accountable for continuing to fail in the fulfillment of its obligations even after such remedy period. The notice of default must specify the failure in as much detail as possible and reported by Customer to Vaneigens in writing within five working days after it has been arisen, so that Vaneigens will be able to react adequately and timely.

9.6. Without prejudice to Vaneigens' limitation of liability, the Service will be in conformity with the Agreement if rendered substantially in accordance with the Documentation, when correctly and properly used. Customer's exclusive remedy and Vaneigens' entire liability for an attributable, material breach of this conformity statement is that Vaneigens will use its commercially reasonable efforts in order to attempt to cure such breach, provided that Customer properly and sufficiently informed Vaneigens in writing about the breach. Customer acknowledges and accepts, however, that:

9.6.1. The Service will not and cannot meet all of Customer's expectations;

9.6.2. the Service will not be free of errors and will not function without interruption; and,

9.6.3. not all the errors in the Services (if any) can be repaired.

9.7. Customer acknowledges and accepts that Vaneigens will operate only as a facilitator and is merely and only responsible for rendering the Service and Support subject to the terms of the Agreement. The use of the Service, Third Party Systems and/or the processing of Data through the Service is for Customer's own account and risk. Customer acknowledges and accepts that Vaneigens is not responsible for (i) loss, damage, alteration or destruction of Data and/or (ii) the Third-Party Systems. Customer shall indemnify, defend, and hold harmless Vaneigens from any claim, proceeding, loss or damages resulting from and/or related to the use of the Service.

Article 10. Force majeure

10.1. Neither of the Parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the Parties, if it is prevented from doing so as a result of force majeure. Force majeure shall in any event include: (i) a situation of force majeure encountered by VanEigens' own suppliers, (ii) failure by secondary suppliers engaged by VanEigens on the Customer's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that VanEigens has been instructed to use by Customer, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet,

computer network or telecommunication facilities (including any ddos attacks), (vii) war, (viii) workload, (ix) strike action, (x) general transport problems (xi) illness of personnel and (xii) the unavailability of one or more members of staff .

10.2.If a situation of force majeure lasts for longer than sixty (60) days, either of the parties shall be entitled to terminate the Agreement in writing. The Service already performed on the basis of the Agreement shall in this case be settled on a pro rata basis, and the Parties shall not owe one another any other amounts.

Article 11. Confidentiality

11.1.Parties shall ensure that all Confidential Information received from the other Party is kept secret. The Party that receives such Confidential Information shall only use this information for the purpose for which it has been provided. Except as otherwise permitted by these General Terms, Parties shall not disclose to any third party the contents of the Agreement or any Confidential Information provided by or on behalf of Parties during the term of the Agreement and for a period of 2 (two) years after its termination.

Article 12. General provisions

12.1.To the extent the General Data Protection Regulation ("GDPR") applies, Vaneigens qualifies as a processor. Customer, in its capacity as controller (if applicable), shall indemnify, defend, and hold harmless Vaneigens from any claim, proceeding, loss or damages resulting from and/or related to the processing of Personal Data through the Service, except in the event that the same is solely caused by and attributable to Vaneigens. Parties will

execute a separate Data Processor Agreement.

12.2.Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the Party's address of registration and (b) if given or made by fax, when dispatched.

12.3.If any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, then the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.

12.4.No variation of the Agreement will be valid unless made in writing and signed by or on behalf of each of the Parties. Parties cannot transfer any rights or obligations arising from the Agreement to another entity, except for an entity that takes over the shares or assets of one of the Parties. The Agreement shall be assignable by each Party to a legal entity under its control, subject to the prior written consent of the other Party.

12.5.Any applicability of any terms and conditions of purchase or otherwise of Customer is rejected.

12.6.Each of the Parties to the Agreement expressly represents and warrants to the other Party that it has full power and authority to enter into the Agreement and has not assigned, encumbered, or in any manner transferred any of the claims covered by the Agreement.

12.7. Each Party to the Agreement shall pay its own costs and disbursements of and incidental to the Agreement.

12.8. Upon and after signing of the Agreement, Parties shall do and execute or cause to be done and executed all such further acts, deeds, documents and things as may be necessary to give effect to the terms of the Agreement.

12.9. Articles that by nature survive termination of the Agreement, shall survive the term of the Agreement and remain in full force and effect notwithstanding the termination of the Agreement, including but not limited to Articles 6,7,9 and 11.

12.10. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these terms and conditions.

12.11. The Parties shall perform their obligations under the Agreement as independent contractors. Nothing contained in the Agreement shall be construed to imply a joint venture or principal and agent relationship between the parties and neither shall have the right to create any obligation, express or implied, on behalf of the other.

12.12. The Agreement shall be governed by and construed in accordance with the laws of The Netherlands. References to any legislation in this document are construed as references to such legislation as amended or re-enacted or as otherwise modified from time to time. The Parties agree that any dispute arising from or in connection with the Agreement shall be brought before the competent court of Amsterdam.

12.13. in the Agreement, Vaneigens will inform Customer of this and Vaneigens will be entitled to charge Customer the exceeded number of Users for the term of the Agreement. If Customer is not prepared to pay the additional charges, Vaneigens is entitled to terminate the Agreement.

12.14. Vaneigens may charge costs for the storage of Data after the termination of the Agreement. The Parties must agree further conditions before the Agreement is terminated.

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