

# General Terms and Conditions Plauti B.V.

## Article 1 General

- 1.1 These General Terms and Conditions of Plauti apply to all offers and contracts pursuant to which Plauti provides services of any nature whatsoever and under whatever name to the customer.
- 1.2 Deviations from and supplements to these general terms and conditions shall only be valid if they are agreed between the parties in writing.
- 1.3 The applicability of the customer's purchase conditions or other conditions is specifically excluded.
- 1.4 Plauti reserves the right to amend or supplement the General Terms and Conditions. Plauti shall inform the customer at least one month before the amendment comes into force. In principle, such amendments or supplements also apply to contracts already agreed. If the customer does not accept an amendment to the General Terms and Conditions, it can terminate the concluded contract by means of a notice of termination on the date on which the new conditions enter into force.
- 1.5 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions shall remain fully in effect. Plauti and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.
- 1.6 In the event of a conflict between the contract, the General Terms and Conditions and/or terms and conditions of third parties, the following ranking order shall apply (more specific prevails over general): (1) contract, (2) General Terms and Conditions, (3) any applicable general terms and conditions of third parties.

## Article 2 Conclusion of the contract

- 2.1 All offers (including the prices indicated by Plauti), in whatever form, are without obligation and can be revoked by Plauti. The customer warrants the correctness and completeness of the information provided by it to Plauti and on which Plauti bases its offer.
- 2.2 Unless otherwise stated in these General Terms and Conditions, a contract is concluded by the signing of the contract by the customer. Articles 6:227a and 6:227b of the Dutch Civil Code do not apply (see <http://www.dutchcivillaw.com/civilcodebook066.htm> for an unofficial translation of these articles). Verbal agreements are only valid insofar and after these are expressly confirmed in writing or electronically by Plauti. Plauti reserves the right to refuse orders for its own reasons, in which case Plauti shall inform the customer of this as soon as possible.
- 2.3 Subject to proof to the contrary, the administrative information of Plauti is conclusive and binding with respect to the contents of the contract and this information shall serve as evidence thereof.

## Article 3 Performance of the contract

- 3.1 Plauti shall make every reasonable effort to fulfil its obligations. However, Plauti cannot guarantee that the software and/or services will function without restrictions, interruptions, defects or malfunctions at all times.
- 3.2 Plauti reserves the right to make changes and/or improvements to the software or services as well as in the documentation and/or procedures that Plauti deems useful or necessary, without this giving rise to any obligation of compliance, compensation or damages by Plauti to the customer. The customer undertakes to accept these improvements and changes and to follow the instructions of Plauti concerning their implementation.
- 3.3 All (delivery) periods stated by Plauti are approximate dates and are based on the information and circumstances that were known to Plauti when the contract was entered into. Stated (delivery) periods shall never be regarded as a deadline, unless Plauti and the customer expressly agreed otherwise concerning a specific period, in the contract. Therefore, failure to meet a (delivery) period does not result in the immediate default of Plauti.
- 3.4 Plauti shall only be in default after the customer has declared Plauti to be in default by written notice, which notice sets out a reasonable time period for Plauti to discharge its obligations, and if Plauti imputably fails to discharge its obligations within this period. The notice of default must contain a description of the shortcoming that is as complete and as detailed as possible, so that Plauti is able to react effectively.
- 3.5 Plauti shall determine the manner of execution of the services and the persons who will perform the services, to the extent that the parties have not expressly agreed otherwise in the contract. If and to the extent required for the proper execution of the services, Plauti is entitled to have certain work performed by third parties.
- 3.6 If Plauti provides advice – including but not limited to advisory services concerning consultancy, education, training and workshops – whether or not as part of its contractual services, this advice shall be deemed to have been given solely for the benefit of the customer. The use that the customer makes of advice and/or a consultancy report issued by Plauti shall always be at the customer's risk. Advice is provided based on the information provided by the customer. The customer is not entitled to disclose the advice or the associated data to third parties or make it available to third parties, unless (a) Plauti has expressly given its consent to this in writing, (b) the customer has paid the fee/wage due to Plauti for the advice and (c) the customer has agreed with the third party(ies) that Plauti accepts no responsibility vis-à-vis the third party(ies) with respect to the content of the advice.

- 3.7 The customer warrants the accuracy and completeness of the information, documentation, designs and specifications provided by it to Plauti.

#### **Article 4 Provision of software by Plauti**

- 4.1 If it has been agreed in the contract that Plauti will provide the customer with software of its own and/or of third parties, this will take place in accordance with the conditions (of use) as described in the contract, these General Terms and Conditions and (as regards software of third parties) the (license) terms and conditions of these third parties.
- 4.2 Plauti reserves the right at all times to temporarily make the software unavailable when Plauti deems this necessary for the sake of the safety and integrity of the relevant services, the performance of necessary (preventive) maintenance, the repair of defects and the remedy of breakdowns or the modification and improvement of the software of Plauti and third parties. Plauti shall arrange for such period of inactivity to take place outside office hours as much as possible and will notify the customer as soon as possible of the planned period of inactivity. Plauti will never be held liable for any compensation vis-à-vis the customer for the aforementioned period of inactivity.

#### **Article 5 Acceptance**

- 5.1 The customer shall accept the software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects. The software provided and the services performed shall be deemed accepted as soon as the software is provided ready to use and the services have been performed.
- 5.2 In these general terms and conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by Plauti in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of Plauti is limited to errors within the meaning of these general terms and conditions. Plauti does not have any obligation whatsoever with respect to other defects in or on the software.

#### **Article 6 Maintenance and support of the software**

- 6.1 Plauti shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software.
- 6.2 The customer must report any errors discovered in the software in detail. Following receipt of the report, Plauti shall strive to the best of its ability to correct errors and/or implement improvements in later, new versions of the software in accordance with its usual procedures. Depending on the urgency and Plauti's version

and release policy, the results shall be made available to the customer in a manner and within a term determined by Plauti. Plauti is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The customer shall itself install, organize, parameterize and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.

- 6.3 The customer shall extend the cooperation required by Plauti in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.
- 6.4 The maintenance work performed by Plauti does not affect the customer's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.
- 6.5 Plauti shall provide - by telephone, email or other means of (digital) communication - advice on the use and functioning of the software specified in the contract. Plauti may set conditions with respect to the qualifications and the number of persons eligible for support. Plauti shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Plauti does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during Plauti's usual business hours.

#### **Article 7 New versions of software**

- 7.1 From the time a new version of the software can be made available, Plauti shall no longer be obliged to fix errors in the previous version and to provide support and/or perform maintenance work with respect to a previous version.
- 7.2 Plauti may incorporate functionality from a previous version of the software in unaltered form, but does not guarantee that each new version includes the same functionality as the previous version. Plauti is not obliged to maintain, modify or add certain features or functionalities of the software specifically for the customer.
- 7.3 Plauti may require that the customer modifies its system (equipment, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

#### **Article 8 Guarantee**

- 8.1 Plauti does not guarantee that the software made available is free of errors and will function without interruption. Plauti shall make reasonable efforts to

correct any errors in the software within a reasonable term if and insofar as the matter concerns software developed by Plauti itself and the customer has provided a detailed, written description of the defects concerned to Plauti. Where there are grounds for doing so Plauti may postpone the correction of errors until a new version of the software is put into operation. Plauti does not guarantee that defects in software that it has not developed itself shall be fixed. Plauti is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

- 8.2 The customer shall identify and list the risks to its organization and take additional measures if necessary. At the customer's request and based on the information provided by the customer, Plauti will provide assistance to the extent reasonable and according to the financial and other conditions set by Plauti, with respect to further measures to be taken by the customer. The assistance of Plauti includes providing information concerning measures to be taken by the customer to prevent and limit the effects of malfunctions, defects in the software, corruption or loss of data or other incidents. Plauti is never obliged to recover data that has been corrupted or lost.
- 8.3 Plauti does not guarantee that the software made available shall be adapted to changes in relevant legislation and regulations on time.

#### **Article 9 Changes and additional work**

- 9.1 If, at the request or prior consent of the customer, Plauti has performed work or supplied services that is or are outside the scope of the agreed work and/or services, the customer shall pay for this additional work or these additional services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Plauti's at that time current rates. Plauti is not obliged to comply with such a request and may require that a separate contract be concluded in writing.
- 9.2 Insofar as a fixed price has been agreed for the provision of services, Plauti shall on request inform the customer in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.
- 9.3 If the number of records as agreed in the contract is about to be exceeded, the customer shall request an upgrade. If the agreed number of records is exceeded without an upgrade, Plauti may increase the contract price by one fourth. If the agreed number of records is exceeded by more than one tenth, Plauti may disable the services until an upgrade has been obtained.

#### **Article 10 Responsibilities of the customer**

- 10.1 To enable proper performance of the contract by Plauti, the customer shall always provide all necessary information and cooperation to Plauti in a timely manner.

- 10.2 The customer guarantees that the information, designs and specifications that it has provided to Plauti is or are accurate and complete.

- 10.3 The customer guarantees that it will only use the software and services in accordance with the documentation and instructions of Plauti and the applicable terms and conditions of third parties.

- 10.3 The customer is responsible for ensuring that the equipment used by its organization for the software and services satisfies and will continue to meet the minimum requirements set out by Plauti or the third parties in respect thereof. The customer is also responsible for adequate maintenance of this equipment.

#### **Article 11 Price and payment**

- 11.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by Plauti are in euros (EUR) unless stated otherwise.
- 11.2 The customer may not derive any rights or expectations from a cost estimate or budget issued by Plauti unless the parties have otherwise agreed in writing. An available budget made known to Plauti by the customer shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by Plauti if this has been expressly agreed in writing.
- 11.3 If, according to the contract concluded between the parties, the customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards Plauti for performance of the contract.
- 11.4 Information from Plauti's records shall count as conclusive evidence with respect to the performance delivered by Plauti and the amounts owed by the customer for delivery of this performance, without prejudice to the customer's right to produce evidence to the contrary.
- 11.5 If a periodic payment obligation on the part of the customer applies, Plauti shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract, which adjustments usually take place on the 1<sup>st</sup> of January of each year. If the contract does not expressly provide for the possibility on the part of Plauti to adjust the prices or rates, Plauti shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the customer does not agree to the adjustment in this latter case, the customer shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.
- 11.6 The parties shall record the date or dates on which Plauti shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by the customer in accordance with the agreed payment terms or the payment term stated on the invoice. If

payment terms are agreed in the contract, these amounts must be paid within 14 calendar days. The customer may not suspend any payment and may also not set off any amounts owed.

- 11.7 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, Plauti shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Plauti's other legal and contractual rights.

#### **Article 12 Duration, termination and exit**

- 12.1 The (initial) duration of the contract is determined in the contract. If no period is specified therein, the contract has a duration of one (1) year. Unless otherwise agreed, the contract will be automatically renewed by one (1) year periods.
- 12.2 Both parties may terminate for convenience (in Dutch: *opzeggen*) the contract towards the end of the (extended) duration of the contract, subject to a notice period of at least one (1) calendar months. Early and interim termination for convenience of the contract by the customer is not possible.
- 12.3 Without prejudice to its legal rights, Plauti is authorized to suspend the fulfilment of its obligations or to terminate the contract for cause out of court (in Dutch: *ontbinden* ex article 6:265 Dutch Civil Code) without notice of default, in whole or in part, without being liable for any refund or compensation if: (a) the customer fails to fulfil its obligations under the contract or fails to do so in good time or in full; (b) in respect of the customer, a suspension of payments, provisional or otherwise, is applied for or granted; bankruptcy is filed or the customer is declared bankrupt; if the company of the customer is liquidated or terminated other than for the reconstruction or amalgamation of companies.
- 12.4 If the customer terminates the contract for cause (*ontbinden*) and has already received services from Plauti, the performance of these services and the related payment obligations cannot be undone, unless the customer demonstrates that Plauti is in default with respect to that performance. Amounts that Plauti has invoiced before the termination for cause with respect to performance or deliveries already properly made in execution of a service, remain payable in full with due regard of the provisions of the previous sentence and are immediately due and payable at the moment of termination for cause.
- 12.5 After being notified of the end of the contract, Plauti will afford all necessary cooperation for a smooth transfer to a new system by the customer, including by making available all data files and information of the

customer to the customer or a third party designated by the customer. After termination of the contract for any reason and on any grounds, the customer shall - unless expressly agreed otherwise - immediately cease use of all software made available and (if applicable) immediately remove all copies made thereof from its systems. If the files and information are stored in systems of third parties, the above will apply in accordance with the conditions and restrictions of the applicable terms and conditions of third parties. The reasonable accompanying costs will be reimbursed by the customer at the current hourly rates of Plauti.

#### **Article 13 Liability**

- 13.1 Plauti's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of one year or more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. Plauti's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 50.000 (fifty thousand euros), however.
- 13.2 Plauti's 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 the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to Plauti and loss arising from the engagement of Plauti is prescribed by the customer to Plauti is excluded. Plauti's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 13.3 The exclusions and limitations of Plauti's liability described paragraphs 16.1 and 16.2 are entirely without prejudice to the other exclusions and limitations of Plauti's liability described in these General Terms and Conditions.
- 13.4 The exclusions and limitations referred to in paragraphs 16.1 up to and including 16.3 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Plauti's management.
- 13.5 For there to be any right to compensation, the customer must always report the loss to Plauti in writing as soon as possible after the loss has occurred. Each claim for compensation against Plauti shall expire after 24 months following the date the claim arose unless the customer has instituted a legal action for damages prior to the expiry of this period.
- 13.6 The customer indemnifies Plauti against any and all claims of third parties due to any liability that is the result of a defect in software or system that the customer supplied to a third party and that consisted in part of

equipment, software or other materials supplied by Plauti, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.

- 13.7 The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that Plauti engages in the performance of the contract.

#### **Article 14 Force majeure**

- 14.1 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. Force majeure on the part of Plauti means, among other things: (i) force majeure on the part of the suppliers of Plauti, (ii) the failure to properly fulfil obligations on the part of Plauti that were prescribed to Plauti by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Plauti by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.
- 14.2 Either of the parties shall have the right to terminate for cause the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

#### **Article 15 Intellectual property**

- 15.1 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 offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by Plauti or its suppliers. The customer shall have the rights of use expressly granted under these general terms and conditions, the contract concluded in writing between the parties and the law. The rights of use are subject to the observance of the license terms of the third parties concerned. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sublicensed.
- 15.2 Even if not expressly provided for in the contract, Plauti may always take technical measures to protect equipment, data files, websites, software made available, software to which the customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.
- 15.3 Plauti indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials

developed by Plauti itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs Plauti in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Plauti. The customer shall provide the powers of attorney and information required to Plauti and assist Plauti to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) materials made available to Plauti by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without Plauti's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by Plauti itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of Plauti, there is a good chance that such an infringement is occurring, Plauti shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of Plauti due to infringement of a third party's intellectual property right is excluded.

- 15.4 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to Plauti for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies Plauti against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party. Plauti is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the customer.

#### **Article 16 Confidentiality**

- 16.1 The customer and Plauti must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply to Plauti if and insofar as Plauti 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 contract by Plauti. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.
- 16.2 The customer acknowledges that software originating from Plauti is always confidential in nature and that this software contains trade secrets of Plauti and its suppliers or the producer of the software.

16.3 Plauti may refer to customer as a Plauti customer and/or use customer's (brand)names and/or logos/figurative marks within sales, marketing, investor and analyst presentations and materials (including but not limited to Plauti's website).

#### **Article 17 Privacy and data processing**

- 17.1 If the services rendered by Plauti entail the processing of personal data the following provisions will be observed.
- 17.2 Regarding the processing of personal data the customer is the 'controller', and Plauti is the 'processor', as defined in the General Data Protection Regulation.
- 17.3 The customer hereby instructs Plauti to process the personal data on its behalf for the performance of the contract. Plauti shall only process personal data in the context of the order arising from the contract and shall otherwise process any personal data in accordance with applicable laws and regulations. In that context it will, inter alia, take appropriate technical and organizational measures to protect the processing of personal data. The customer is aware that Plauti uses (storage) services of third parties for the performance of the contract and agrees to this in advance. Plauti is entitled to process the personal data in an anonymized form for the performance of the contract with its customers including to improve its services and products.
- 17.4 The customer indemnifies Plauti against claims of persons whose personal data is processed, unless the customer proves that the facts on which a claim is based are attributable to Plauti.
- 17.5 The customer is fully responsible for the data that it processes in the context of using a service of Plauti. The customer guarantees vis-à-vis Plauti that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies Plauti against any claim of a third party (including the Dutch Data Protection Authority and other national authorities) instituted for whatever reason in connection with this data or the performance of the contract.

#### **Article 18 Security**

- 18.1 If Plauti is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. Plauti does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
- 18.2 The access or identification codes and certificates provided by or because of Plauti to the customer are confidential and must be treated as such by the customer, and may only be made known to authorized personnel in the customer's own organization. Plauti is entitled to

change the access or identification codes and certificates.

- 18.3 The customer must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

#### **Article 19 Applicable law and competent court**

- 19.1 Contracts between Plauti and customer are governed by Dutch law. The United Nations Convention on contracts for the International Sale of Goods (CISG) does not apply.
- 19.2 Disputes that arise by reason of the contract concluded between the parties and/or by reason of any further contracts deriving from it, and that cannot be resolved by mutual consultation, will be presented to the competent court in Arnhem, the Netherlands, unless parties agree otherwise.