

Conneqtech B.V. Standard Terms and Conditions

June 2019

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Article 1: Definition of terms

- 1.1. Conneqtech B.V.: a private limited liability company [besloten vennootschap met beperkte aansprakelijkheid], with its registered office at Einsteinweg 35a, 3752 LW Bunschoten-Spakenburg and registered with the Register of Companies under number 63567385, hereinafter referred to as "Conneqtech" or the "user".
- 1.2. Client: the natural person or legal entity, or a partnership that has not been incorporated, with whom or which Conneqtech concluded an agreement.
- 1.3. End user: the natural person or entity who or which purchases a product and/or uses the services for private or business purposes, without necessarily having an agreement with Conneqtech.
- 1.4. Agreement: any agreement between Conneqtech and the client, any changes or additions thereto, and all acts and legal acts in preparation and performance of that agreement.
- 1.5. Software/Application ("App"): the computer software to be developed by Conneqtech on the client's instructions, including the specific software to be developed by Conneqtech on the client's instruction, the cloud environment and the delivery of hardware.
- 1.6. Project design: the document in which Conneqtech records the compliance requirements for the software, based on input from the client, such as but not limited to requirements for the software, user scenarios, wireframes/appearance of the app, planning, hours and the facilities and technical provisions to be made by the client in that respect.
- 1.7. Written: the term written also includes the use of e-mail.
- 1.8. Patch: a new release of the software that removes bugs known up to that time.

Article 2: General

- 2.1. These standard terms and conditions, hereinafter also referred to as "the or these terms and conditions", apply to all offers/tenders and work/services of and agreements with Conneqtech. The provisions of these standard terms and conditions are also stipulated for the benefit of all those who work or worked for Conneqtech. The client agrees to these terms and conditions by using Conneqtech's service or services.
- 2.2. Any provisions that deviate from the provisions of these terms and conditions, such as purchase, tender or other terms and conditions of the client, are excluded explicitly and only apply if and insofar as they have been prepared in consultation with Conneqtech and have been explicitly accepted as such by Conneqtech.
- 2.3. All agreements are deemed to be awarded exclusively to and accepted by Conneqtech, even if it is the explicit or tacit intention that an order will be carried out by a specific person. The applicability of Sections 7:404 and 7:407(2) of the Netherlands Civil Code is excluded.
- 2.4. In the event of conflict between these terms and conditions and the provisions of a specific agreement between the client and Conneqtech, the provisions of the agreement shall prevail.
- 2.5. In the event any provision of these standard terms and conditions is declared void or invalid in full or in part, the other provisions of these standard terms and conditions continue to apply in full. In that case, the client and Conneqtech shall enter into consultation in order to reach agreement on a new provision/provisions to replace the invalid or void provision, with due regard to the purpose and tenor of the void and/or invalid provision where possible.
- 2.6. Conneqtech is entitled to amend or supplement the standard terms and conditions at all times. The amended terms and conditions apply with immediate effect from the time they are published on the website. In respect of agreements already concluded, amendments to the standard terms and conditions shall apply with due regard to a period of 30 days from their publication by electronic or other notification to the client. In the event the client does not agree to a substantial amendment to the standard terms and conditions, the previous terms and conditions shall remain in force.

- 2.7. These standard terms and conditions shall also govern future legal relationships between the parties, unless expressly agreed otherwise in writing at any time.

Article 3: Offer, agreement and order confirmation

- 3.1 An offer issued by Conneqtech is without obligation and is valid for 4 weeks from its issue by Conneqtech, unless noted otherwise by Conneqtech in the offer. An offer may be withdrawn or amended by Conneqtech at any time. If an offer has already been accepted, the offer may still be withdrawn within 2 days of receipt of the aforementioned acceptance.
- 3.2 Conneqtech can never be bound by its offer if the client can reasonably be expected to understand that the offer/tender or a component thereof contains a manifest mistake or clerical error.
- 3.3 Offers are an estimate, e.g. with regard to the number of hours and the planning, and only serve to enable the client to weigh up the interests involved with the order. The client cannot derive any rights from such an offer, unless agreed otherwise in writing.
- 3.4 Offers do not apply automatically to future orders.
- 3.5 Without prejudice to the provisions of the other paragraphs of this Article, an agreement is concluded following the client's acceptance of the offer and his compliance with the imposed conditions. Conneqtech shall only start performing the agreement after it has received the signed order confirmation from the client and, if applicable, the payment of an advance.
- 3.6 Amendments and/or additions to the agreement or its provisions are only valid if they are recorded in writing and confirmed by Conneqtech.

Article 4: Performance of the agreement

Working method

- 4.1. Conneqtech shall carry out the agreement to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship.
- 4.2. Conneqtech determines how and by whom the agreement will be performed.
- 4.3. The work will be started following receipt of a signed order confirmation and - if agreed - the payment of an advance. Prior to commencing the work, Conneqtech shall start by preparing a project design. The client shall discuss this project design with Conneqtech first. The client can make comments, which shall be recorded in writing, and following their discussion they shall be carried out or modified by Conneqtech within the scope of the order confirmation.
- 4.4. In all cases - including in relation to the offer - the agreements/specifications as recorded in the project design shall prevail.

Client's obligations

- 4.5. In order to enable Conneqtech to perform the agreement properly, the client is obliged to provide Conneqtech on time with all data or information that Conneqtech deems useful, necessary and desirable, as well as data the client may reasonably be expected to understand to be necessary, and to cooperate fully and to take the required technical and other measures. The data requested by Conneqtech shall be clear, correct, up-to-date, complete and consistent.
- 4.6. The client is responsible for the implementation and for the responsible management **and** use of - or access to - data, software applications and cloud solutions provided by Conneqtech.
- 4.7. The client is obliged to cooperate with Conneqtech at all times and to provide access to Conneqtech to enable Conneqtech to carry out its ongoing work in the context of the order, including modifications, updates and maintenance of the software supplied by Conneqtech and specific software in the cloud systems developed by Conneqtech.
- 4.8. The client is bound to take care of recent and other copies of all data etc. provided to Conneqtech.
- 4.9. The client indemnifies Conneqtech against claims relating to intellectual property rights on materials or data provided by the client, which are used in the performance of the order.

- 4.10. If personnel of Conneqtech or third parties has/have to carry out work at the client's premises, the client shall permit this and shall take all necessary measures in relation to Conneqtech free of charge. The workspace and facilities shall comply with all statutory and other applicable requirements with regard to working conditions. The client indemnifies Conneqtech against claims of third parties, and staff and employees of Conneqtech, who suffered injury in connection with the performance of the agreement as a result of the acts or omissions of the client or unsafe situations in his organisation. Prior to commencing the work, the client shall inform staff and employees employed by Conneqtech and third parties of the house rules and security rules that apply in his organisation.
- 4.11. If the client employs his own personnel and/or servants or agents in the context of cooperating with performing the agreement, that personnel and/or servants or agents shall possess the necessary knowledge, expertise, and experience required for that purpose.
- 4.12. If the work is to be carried out in several phases, the client shall approve the results in writing upon completion of each phase. Conneqtech is entitled to suspend the performance of parts or all of a subsequent phase until the client has approved the results of the preceding phase in writing and/or has fulfilled any corresponding payment obligations.
- 4.13. The client is the controller within the meaning of the GDPR, whilst Conneqtech is the processor. Performing the agreement or agreements may involve processing personal data. The client guarantees that he meets and complies with all the requirements for lawful processing of personal data, and that he is responsible for all obligations pursuant to applicable legislation and regulations, including the Personal Data Protection Act (Wbp) and the General Data Protection Regulation (GDPR). Conneqtech and the client can only be considered 'joint controllers' if they share responsibility for the processing of personal data within the meaning of the General Data Protection Regulation.
- 4.14. The full responsibility for the data processed by the client using the service or services lies with the client.
The client guarantees Conneqtech that the data and their processing are not unlawful and do not breach the rights of third parties. The client indemnifies Conneqtech against any legal claim by third parties, for whichever reason, in connection with processing these data or the performance of the agreement.
- 4.15. Herewith, the client confirms that the performance of this agreement or agreements does not lead to processing personal data outside the European Union. In the event Conneqtech is required to cooperate with the client's obligations, the client shall reimburse Conneqtech in full for the costs involved.

Performance of interim check/test

- 4.16. The client is obliged to cooperate in full with interim testing of versions of the software and shall also perform his own tests proactively. The client is obliged to carry out the tests with sufficient scope, depth and qualified personnel and to report this properly to Conneqtech. The version of software to be tested cannot be regarded as complete and the sole purpose of the test is to determine its degree of operation. The client may never use the test software for productive or operational purposes. If the client does not comply with the above, Conneqtech is entitled to suspend the work, where any resulting consequences, including but not limited to additional costs, shall be at the client's risk and expense.

Consequence of client's non-compliance with obligations

- 4.17. If the client does not comply or does not comply on time in respect of the provisions of paragraphs 1 to 12 of this Article, Conneqtech is entitled to suspend the performance of the agreement and to charge the client any costs resulting from the delay in accordance with the rates applied by Conneqtech, without Conneqtech being liable to the client or third parties for any resulting delays or damage.

The use of third parties

- 4.18. If Conneqtech deems it necessary and/or desirable, it is entitled to engage third parties for performing the order at the client's risk and expense. The corresponding costs shall be

passed on to the client in accordance with the quotations provided at that time. Conneqtech is not liable for any shortcomings of these third parties, except in the case of intent, deliberate recklessness or gross negligence on the part of Conneqtech. The client agrees that Conneqtech shall accept any terms and conditions used by third parties, including liability limitation clauses, on behalf of the client, without prior consultation with the client.

- 4.19. In the event the client holds the third party directly liable for any shortcomings/damage, the client indemnifies Conneqtech against any claims by that third party in connection with this liability and any associated costs for Conneqtech.

Article 5: Delivery

- 5.1 If Conneqtech indicated a period within which it will carry out the work, this period shall be regarded as a target date, and this period will not be regarded as a strict deadline, for which Conneqtech can be held liable.
- 5.2 The final delivery date of the software and any documentation and the manner in which it will be delivered shall be determined in consultation by the parties.
- 5.3 Conneqtech can only provide its services in the context of the order issued by the client, consisting of modifications, updates and maintenance of the software supplied by Conneqtech in the cloud systems it has developed, and deliver in accordance with the issued order, if the client provides Conneqtech with the opportunity to do so, cooperates **and** provides access. The same applies to the documentation and descriptions of the working method of the software developed and supplied by Conneqtech in the context of the order.

Article 6: Rates, payment and additional work

- 6.1 All Conneqtech's rates are quoted in Euros and are exclusive of turnover tax (VAT) and other taxes, levies and other additional costs imposed by the government, such as but not limited to travel, shipping and administration costs and the costs of third parties.
- 6.2 The rates are based on the rates, exchange rates, wages, taxes, government levies, duties, charges, etc. that apply at the time of the offer. In the event of an increase in one or more of the cost factors, Conneqtech is entitled to increase the rates accordingly. Such an increase does not entitle the client to dissolve the agreement.
- 6.3 Conneqtech is entitled to increase the rates annually.
- 6.4 In the case of composite offers, there is no obligation to deliver part of the total offer at the amount stated in the offer for that part or at a proportional part of the price stated for the total offer.
- 6.5 Prior to undertaking activities and incurring costs, Conneqtech is entitled to request interim advance payments. They shall be offset at the end of the order or in the interim.
- 6.6 The client shall pay Conneqtech for invoices within 14 days of receipt of the invoice, without any discount, deduction or offset. If this period is exceeded, the client shall be in default by operation of the law and shall be liable to pay default interest equal to the applicable statutory or commercial interest rate.
- 6.7 In the event of late and/or incomplete payment of an advance or other invoice, Conneqtech is entitled to suspend the work and activities related to other orders placed by the client without further notice, until such time as the client has paid the outstanding amount, without Conneqtech being liable for any consequences/damage caused by the suspension.
- 6.8 If Conneqtech takes collection measures - in whatever sense - against the client who is in default, the extrajudicial costs associated with the collection in the amount of 15% of the sum to be collected, with a minimum of € 250 shall also be borne by the client. All legal costs associated with the collection of invoices shall be borne by the client. The judicial costs are not limited to the liquidated costs of the proceedings, but shall be fully at the client's expense if the decision goes predominantly against the client.
- 6.9 Payments made by the client shall always serve to settle all payable interest and costs and then to settle the due and payable invoices that have been outstanding the longest.

- 6.10 In the event of liquidation, an application for bankruptcy or attachment or a composition of the client, Conneqtech's claims on the client shall become due and payable immediately.

Additional work

- 6.11 All activities/services that fall outside the requirements/activities as set out in the project design shall be regarded as additional work and shall be charged in accordance with the agreed rates. In the event of additional work, Conneqtech shall notify the client prior to commencing the work. Within five days of the client's request for additional work or when this is deemed necessary by Conneqtech, the client shall agree in writing to the services/activities that are part of the additional work, failing which Conneqtech shall not be able to proceed with carrying out the additional work, with all the corresponding consequences at the client's risk and expense.
- 6.12 Necessary additional work to be carried out shall never constitute grounds for the client to terminate or dissolve the agreement. The client accepts that additional work may cause a delay in the agreed planning and may result in additional obligations for the client, without Conneqtech having to bear the risk and expense of its consequences.
- 6.13 Conneqtech is never obliged to comply with a request for additional work and is not liable for any resulting damage.

Article 7: Suspension and dissolution

- 7.1 Without prejudice to the provisions elsewhere in the terms and conditions, Conneqtech may suspend the agreement and/or dissolve it in full or in part, subsequently or otherwise, without requiring any notice of default in the following cases:
- If the client fails to fulfil the obligations pursuant to the agreement;
 - If Conneqtech appears to have good reason to suspect that the client does not or will not fulfil his obligations pursuant to the agreement, either in full or in part;
 - In the event of an application for/declaration of bankruptcy, composition of the client, liquidation or dissolution of the client, cessation of the client's business and if a substantial part of the client's assets are attached, either by way of an interim attachment or a judicial seizure;
 - If the client was requested to provide security for fulfilling his obligations pursuant to the agreement at the time of concluding the agreement or in the interim, but this security has not been furnished;
 - If it becomes apparent that the client wishes to introduce communications contrary to public order or good morals and/or of an intolerant and/or hate-seeking and/or discriminatory and/or violent and/or pornographic nature into the software.
- 7.2 In the event of dissolution, Conneqtech's claims are due and payable immediately and Conneqtech reserves the right to claim damages. Conneqtech shall never be liable for any damage suffered by the client or any third parties, and the client shall indemnify Conneqtech against any claims resulting from the dissolution of third parties.

Article 8: Liability

- 8.1 With regard to all services to be provided by Conneqtech - including creating the software - Conneqtech is solely under an obligation to perform to the best of its ability. Conneqtech endeavours to provide its services in the best possible way, but cannot guarantee that the delivered goods will always function without errors. Conneqtech does not guarantee that the client's intentions for the software to be developed/developed will actually be achieved.
- 8.2 Conneqtech excludes any liability for damage incurred by the client and/or third parties, except in the case of gross negligence or intent.
- 8.3 Except in the event of gross negligence or intent, Conneqtech is never liable for indirect damage or consequential damage. This includes, but is not limited to, trading losses, loss of production, loss of turnover and/or profit, loss of business or other data and lost savings.

- 8.4 If, despite the provisions of Articles 8.1, 8.2 and 8.3, Conneqtech is found to be liable for any damage, this liability will be limited to the amount paid by the client for the service/activities/product that gave rise to the damage, to a maximum of € 15,000. In the event of continuing performance agreements, the liability is limited to the amount paid by the client in respect of the service in question in the three months prior to the event giving rise to the damage, subject to a maximum of € 15,000. Any liability of Conneqtech and any rights of claim, including the right to damages, and other powers of the client in respect of Conneqtech shall expire if the client has not held Conneqtech liable in writing, stating reasons, within a period of two months of the client having become aware of, or reasonably should have become aware of the right of claim, the competence, the occurrence/fault that leads to the liability.
- 8.5 Conneqtech is not liable for any damage, of whichever nature, caused by the client's provision of incorrect and/or incomplete data and/or faulty materials and/or changes made to and/or processing of the goods supplied.
- 8.6 Conneqtech is never liable for the loss of information/data/files etc. provided by the client in a digital or other format.
- 8.7 Conneqtech shall never be liable for damage resulting from shortcomings in services/products and acts or legal acts by third parties.
- 8.8 The client indemnifies Conneqtech against any claims by third parties.
- 8.9 The limitations of liability and indemnification as described in this Article are also stipulated for the benefit of persons, self-employed persons and companies engaged by Conneqtech for the performance of the order, as well as for those working for or on behalf of Conneqtech.
- 8.10 If Conneqtech is held liable by a third party for any damage/consequences in connection with the client's use of services and/or the product and/or software of Conneqtech, whether or not in breach of these terms and conditions, for which Conneqtech is not liable by virtue of the agreement with the client and/or these standard terms and conditions, the client shall indemnify Conneqtech in full in this respect. Any costs and damage incurred by Conneqtech in any way in relation to the above claims shall be reimbursed by the client.

Article 9: Force Majeure

- 9.1 Conneqtech is not obliged to compensate for damage caused by force majeure.
- 9.2 Force majeure on the part of Conneqtech refers, but is not limited to Conneqtech being prevented from fulfilling its obligations pursuant the agreement or its preparation as a result of, but not limited to government measures, defects in materials (including computers and other means of telecommunication), the unavailability of materials, technical or other faults in the telecommunication infrastructure, power cuts, operational interruptions or stoppages of whichever nature, foreign unrest, war and threat of war, riots and revolutions, acts of war, fire and water damage.
- 9.3 Force majeure can also be invoked if the aforementioned circumstances occur on the part of third parties engaged by Conneqtech or on the part of the client.
- 9.4 If force majeure results in a temporary impediment to fulfilling the obligations, Conneqtech is entitled to suspend its obligation to fulfil its obligations until such time as the temporary impediment has been lifted again. Unless otherwise agreed, a suspension shall not last longer than 2 months. Conneqtech is never obliged to pay any compensation for damage and/or costs.
- 9.5 If full or partial fulfilment is no longer possible due to force majeure, or if a reasonable period of time for full or partial fulfilment has expired, the agreement shall be dissolved in full or in part, without the client being entitled to any compensation for costs and/or damage.
- 9.6 In the event Conneqtech already fulfilled its obligations pursuant to the agreement in part when force majeure occurs, or is only able to fulfil its obligations in part, the client is obliged to pay for the part already delivered or to be delivered on the basis of separate invoices to be sent by Conneqtech for this purpose.

Article 10: Intellectual property

- 10.1 If Conneqtech is prepared to commit to transferring an intellectual property right, such an undertaking can only be entered into expressly in writing. If the parties agree expressly in writing that intellectual property rights regarding software, provisional software, design, documents, advice etc developed specifically for the client shall transfer to the client, this is without prejudice to Conneqtech's option to use and/or exploit the underlying components, general principles, ideas, designs, documentation, algorithms, protocols et cetera, without any restrictions either for itself or for third parties. A transfer of intellectual property rights is also without prejudice to Conneqtech's right to undertake developments on behalf of itself or third parties that are similar to or derived from those made or being made on behalf of the client.
- 10.2 All intellectual property rights to the software or provisional software, documentation, advice, etc. developed on the basis of the agreement or made available to the client are vested exclusively in Conneqtech, its licensors and suppliers. The client shall only acquire the rights of use granted expressly by these standard terms and conditions and by law if the client complies with the conditions of the agreement. A right of use to which the client is entitled is non-exclusive, non-transferable to third parties and cannot be sub-licensed. The client may use the delivered goods exclusively in and for the benefit of his own company or organisation and only for their intended use.
- 10.3 The right of use within the meaning of paragraph 2 of this Article also includes the right to edit the software by or on behalf of the client in the sense of an extension or improvement of the software, without separate parts being copied and/or used to develop new software. If agreed by the parties, the source code can be made available to the client in that context.
- 10.4 The client is not permitted to remove or amend any mark regarding the confidential nature or relevant copyrights, brands, trade names or other intellectual property right from the software or provisional software, documentation, etc.
- 10.5 Conneqtech is always permitted to take technical measures to protect the software, files, etc. in connection with an agreed limitation in the content or the duration of the right to use the aforementioned. The client is never be permitted to circumvent or remove or to instruct the circumvention or removal of such a technical measure.
- 10.6 At Conneqtech's request, the client shall cooperate immediately with an investigation, to be carried out by or on behalf of Conneqtech, into the client's compliance with the restrictions of use. In this respect, the client shall grant access to its buildings and systems at Conneqtech's first request.

Article 11: Maintenance and Software as a Service

- 11.1 Conneqtech may agree with the client to provide maintenance services and/or services in the area of Software as a Service.
- 11.2 Agreements between the client and Conneqtech in this respect are set out in a Service Level Agreement (SLA), to which the client has agreed in respect of Conneqtech.

Article 12: Confidentiality

- 12.1 The parties shall take such measures to ensure that all the information received from the other party before, during or after entering into the agreement shall remain confidential. Information shall in any case be regarded as confidential if it has been designated as such by one of the parties or if this results from the nature of the information. Third parties, staff and employees who will be involved in the performance of the order shall be informed of the duty of confidentiality and shall be bound by the same confidential treatment.
- 12.2 The aforementioned does not apply if a party is forced by a competent judicial or other body to disclose confidential information on the basis of the law and/or jurisprudence, and there is

no right to refuse to give evidence. In that case, there is no right to compensation or indemnity or dissolution of the agreement.

Article 13: Contract transfer

- 13.1 Conneqtech is entitled to transfer its rights and obligations pursuant to the agreement to a third party, if this takes place within the framework of a transfer of part or all of a company under its management. Within the framework of Section 6:159 of the Netherlands Civil Code, the client states to agree to this transfer should the situation arise.
- 13.2 The client is not entitled to transfer the rights and obligations pursuant to the agreement to a third party without written consent from Conneqtech. This consent may be subject to conditions.

Article 14: Retention of title

- 14.1 All goods delivered by Conneqtech, including but not limited to advice, software, electronic files, designs, remain the property of Conneqtech.

Article 15: Personal data and traffic data

- 15.1 Conneqtech deals with the protection of personal data and the protection of the privacy of the client and the end user, without prejudice to the provisions in or pursuant to the Telecommunications Act, the Personal Records Act, the Personal Data Protection Act and the General Data Protection Regulation (GDPR).
- 15.2 With consent from the client and the end user, Conneqtech processes personal data and non-anonymous traffic data as referred to in and with due regard to Article 11 of the Telecommunications Act, as well as the Personal Records Act, the Personal Data Protection Act and the GDPR, in connection with the business operations of Conneqtech, for purposes such as invoicing, debtor administration, connection and special access payments, dispute resolution, traffic management, information to the client and the end user, other traffic data, information to emergency services and control rooms and prevention of fraud.
- 15.3 With consent from the client and the end user, Conneqtech processes personal data and non-anonymised traffic data in connection with their business operations for purposes, such as market research and activities related to its own services.
- 15.4 Conneqtech may provide data to third parties, unless the client or end user made it known that they will not give their consent.
- 15.5 The client and/or end user has a right of information, inspection and rectification with regard to the personal data recorded about them.
- 15.6 In accordance with the Telecommunications Act, Conneqtech shall provide the number and the corresponding personal data to managers of an emergency number for public services. Conneqtech shall not provide personal data to the Police and the Judiciary, unless this is requested in writing by the competent authorities pursuant to the relevant provisions of the Code of Criminal Procedure or other statutory provisions.
- 15.7 The client and/or end user may request the withdrawal of their consent to processing in accordance with paragraphs 3 and 4 of this Article. The client and/or end user may address requests for information in accordance with paragraph 5 of this Article to: Conneqtech B.V. with its business address at Einsteinweg 35a, 3752 LW Bunschoten-Spakenburg in the Netherlands or via the general e-mail address to info@conneqtech.com

Article 16: Applicable law and competent court

- 16.1 All legal relationships and agreements with and services of Conneqtech are governed solely by Dutch law.
- 16.2 Any disputes resulting from or associated with the agreement, agreements or services

of Conneqtech, which are governed by these terms and conditions or the relevant terms and conditions and their interpretation or execution, of a factual or legal nature, shall be decided on by the Dutch court in the district where Conneqtech has its registered office.