

General Terms and Conditions of DigitalRise B.V.

We advise you to read these General Terms and Conditions carefully so that you are aware of your rights and obligations under the agreement between you and us. You are referred to as the Client in these General Terms and Conditions. For convenience, we use the male form, but where "he" is stated, we of course also mean "she".

Article 1. Definitions

In these General Terms and Conditions, the following terms indicated with capital letters will have the following meaning:

DigitalRise B.V.

the private company with limited liability DigitalRise B.V., located and having its office at (5041SH) Tilburg at Burgemeester Brokxlaan 1882;

General Terms and Conditions

these general terms and conditions of DigitalRise B.V.;

Service

the service provided by DigitalRise B.V.;

Intellectual Property Rights

all intellectual property rights such as copyrights, trademark rights, patent rights, trade name rights, database rights, and neighboring rights, as well as related rights such as rights with respect to know-how and domain names;

Client

you, the client and counterparty of DigitalRise B.V. in the Agreement;

Agreement

the contract of assignment between DigitalRise B.V. and the Client in which the specifications of the Services are included;

Party(ies)

DigitalRise B.V. and/or Client.

Article 2. Applicability

The General Terms and Conditions apply to every Agreement between DigitalRise B.V. and the Client. Any general terms and conditions of the Client are hereby expressly rejected.

Deviations from and additions to the Agreement are only valid if they have been agreed upon in writing by the Parties.

When the Contractor engages other parties to provide the Services, these General Terms and Conditions also apply to the execution of the Services by these other parties.

DigitalRise B.V. is entitled to change these General Terms and Conditions. Substantive changes will become effective one (1) month after their announcement. Changes in the General Terms and Conditions have no effect on an existing Agreement.

Article 3. Formation of the Agreement

Quotations and offers from DigitalRise B.V. are without obligation unless a validity period is included in the quotation. If no acceptance period is included, the offer always expires after one month.

If the Client provides an assignment to DigitalRise B.V. without a preceding offer, DigitalRise B.V. is only bound to this assignment after it has confirmed it in writing to the Client.

A quotation for the delivery of multiple Services does not oblige DigitalRise B.V. to deliver part of the Services included in this quotation at a corresponding part of the price.

Offers, quotations, price indications, and rates do not automatically apply to reorders and/or new assignments.

Article 4. The Service

DigitalRise B.V. always performs its Services according to a best-efforts obligation and does not guarantee the results of its services unless the Parties explicitly agree otherwise in writing.

DigitalRise B.V. will execute the Agreement to the best of its insight and ability and in accordance with the requirements set for a professional party. If and insofar as a

proper execution of the Agreement requires, DigitalRise B.V. has the right to have certain work performed by third parties, at the discretion of DigitalRise B.V.. The applicability of articles 7:404, 7:407, and 7:409 of the Dutch Civil Code is expressly excluded.

Only when explicitly determined in writing in the Agreement does an agreed term count as a fatal term. In all other cases, an agreed term is indicative.

DigitalRise B.V. is entitled to perform the work in parts or phases, whereby each part or each phase can be invoiced separately.

Article 5. Obligations of the Client

The Client is obliged to provide DigitalRise B.V. with all necessary data and cooperation that DigitalRise B.V. needs to perform the Services. DigitalRise B.V. may suspend the work as long as the Client does not meet the obligation in this provision. DigitalRise B.V. is never liable for any damage and/or delay caused by not, not timely, or inadequately meeting the information and cooperation obligation referred to in this article.

Article 6. Termination of the Agreement

The duration of the Agreement is determined in the Agreement itself.

DigitalRise B.V. is allowed to terminate an Agreement at any time in writing with a notice period of one month. DigitalRise B.V. is not obliged to any form of compensation and/or financial compensation as a result of a (interim) termination.

The Client may terminate the Agreement prematurely, with a notice period of at least 1 month.

Each of the Parties has the right to terminate the Agreement in whole or in part with immediate effect when the other Party goes bankrupt or when the other Party is granted a suspension of payment, as well as when the company of the other Party is dissolved or undergoes liquidation.

If the Agreement is dissolved at any time and Services have already been performed at that time, the Services already performed and the associated payment obligation of the Client will not be subject to any obligation to undo, unless the Client can prove that DigitalRise B.V. is in default with respect to those specific Services. Amounts invoiced by DigitalRise B.V. prior to the dissolution in connection with the performances already properly performed or delivered by her in the execution of the

Agreement remain fully due and become immediately payable at the moment of dissolution.

The Client is liable to third parties for the consequences of the cancellation and will indemnify DigitalRise B.V. for claims arising from these third parties.

Article 7. Compensation and Payment

All amounts mentioned in an offer, quotation, or Agreement are in Euros and are stated exclusive of VAT and any other government-imposed levies, unless stated otherwise.

The Client must pay the invoice in full within a period of fourteen days after the invoice date. This payment term is considered a fatal term, and the Client is therefore in default without further notice of default when payment is not made on time.

If the Client believes that the amount of the invoice is incorrect, or that there is any other imperfection in the invoice, he must immediately inform DigitalRise B.V. of this, providing convincing proof of his position. Disputing (part of) an invoice does not suspend the Client's payment obligation with respect to (the undisputed part of) an invoice.

DigitalRise B.V. is entitled to adjust its rates at any time it desires. DigitalRise B.V. will inform the Client at least 2 (two) months in advance of a rate change. If DigitalRise B.V. has announced a rate change, the Client may terminate the Agreement until the rate change takes effect. The Client must observe a notice period of one month.

DigitalRise B.V. is entitled to increase its rates annually in accordance with the Consumer Price Index, as published by the Central Bureau of Statistics, without this giving the Client the right to terminate or otherwise end the Agreement.

Article 8. Intellectual Property Rights

All Intellectual Property Rights resting on documents or materials that the Client hands over to DigitalRise B.V. in the context of the execution of the Agreement remain with the Client at all times. The Client grants DigitalRise B.V. a worldwide, non-exclusive, and sublicensable license to use the supplied materials for the execution of the Agreement.

The Intellectual Property Rights that rest with DigitalRise B.V. at the time of entering into the Agreement remain with DigitalRise B.V..

If and insofar as Intellectual Property Rights arise on the result of the Services during the execution of the Agreement, these Intellectual Property Rights will rest with DigitalRise B.V..

Under the condition that the Client has met all its (payment) obligations under the Agreement, the Client obtains a limited, non-transferable, non-exclusive license to use the Intellectual Property Rights on the result of the Services.

Article 9. Privacy

If personal data of the Client's customers must be processed by DigitalRise B.V. in the context of performing the Services, DigitalRise B.V. must be regarded as "processor" within the meaning of the General Data Protection Regulation and the Client as "data controller".

The Client and DigitalRise B.V. will enter into a data processing agreement in accordance with Article 28 (3) of the General Data Protection Regulation, in which the processing of Personal Data by DigitalRise B.V. is regulated in accordance with relevant legislation.

Article 10. Confidentiality

Parties will treat all information they obtain from each other in any form - written, oral, electronic, or tangible - including but not limited to software, (source) code, programs, applications, customer data, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential and keep it secret.

Parties will only use the Confidential Information for the purposes for which it has been provided, such as for the execution of the Agreement and/or as determined in the Agreement and General Terms and Conditions. They will observe at least the same duty of care and safeguard that apply to their own internal confidential information. Parties will only provide the Confidential Information to employees to the extent necessary in the context of the (execution of the) Agreement.

The obligations to keep the Confidential Information secret do not apply insofar as the Party that received the information can demonstrate that the relevant information:

- i) was already known to him at the time of receipt;
- ii) was already publicly known at the time of receipt;
- iii) has become publicly known after receipt without this being attributable to the receiving Party;
- iv) has been received in a lawful manner from a third party together with the right to disclose it free from any obligation of secrecy;
- vi) has been made public with the approval of the providing Party.

If the receiving Party receives an order from an authorized authority to hand over Confidential Information, it is entitled to do so. However, the receiving Party is obliged to inform the providing Party about the order as soon as possible, unless the order or the law expressly prohibits this. If the providing Party takes measures (for example, through summary proceedings) against the order, the receiving Party will wait with the handover until a decision has been made about these measures, as far as this is legally possible.

Each of the Parties will only employ employees of the other party who are or have been involved in the execution of the Agreement, or otherwise, directly or indirectly, work for them after obtaining prior permission from the other Party, during the term of the Agreement as well as 1 (one) year after its end.

Article 11. Liability

The liability of DigitalRise B.V. is limited to compensation for direct damage regardless of the reason for the liability.

Direct damage is only understood to mean:

Damage to property, exclusively in the sense of section 3 title 3 of book 6 of the Dutch Civil Code;

Reasonable costs to prevent property damage, to the extent that the Client can demonstrate that these costs have led to a limitation of the direct damage in the sense of the Agreement;

Reasonably incurred costs by the Client to determine the cause and extent of the damage, to the extent that the determination relates to direct damage in the sense of the Agreement;

Reasonably incurred costs that the Client must make to have DigitalRise B.V.'s performance comply with the Agreement.

DigitalRise B.V. is not liable for damage other than direct damage, such as loss of profit, loss of turnover, loss of expected savings, and other similar financial losses, as well as loss of goodwill or reputation and all other damage that does not fall under the aforementioned direct damage.

Insofar as DigitalRise B.V. is liable, that liability is limited to a maximum of the compensation that the Client has paid under the Agreement.

The Client's right to claim compensation for damages expires in any case one (1) year after the event that caused the damage has occurred.

Article 12. Miscellaneous

The Client is not entitled to transfer his rights and/or obligations arising from the Agreement to a third party without the permission of DigitalRise B.V., unless the Parties have expressly agreed otherwise in writing.

If any provision of this Agreement is not valid or not binding, the Parties remain bound by the other provisions. Parties will then replace the invalid provisions with others that are valid and that approximate the intention of the Parties as much as possible.

Dutch law applies to the Agreement. All disputes arising from the Agreement must be submitted in the first instance to the competent court in the district where DigitalRise B.V. is located.