

GENERAL TERMS AND CONDITIONS OF SOLVINQ B.V., version 01-02-2024

These are the General Terms and Conditions of SOLVINQ B.V., which has its registered office at Doetinchem, and is registered in the Chamber of Commerce's trade register under number 89214811.

1. Definitions

1.1 In these General Terms and Conditions, the terms listed below have the following definitions, unless specifically stated otherwise in the text:

Service: the services offered by SOLVINQ B.V. regarding the software and its usage.;

Client: the other party to an Agreement with SOLVINQ or their successor(s) in title; **Agreement:** any agreement under which SOLVINQ undertakes to perform work for the Client;

Written/In Writing: the term 'written/in writing' also extends to email or any other electronic means of communication, provided it is suitable for long-term storage;

SOLVINQ: the user of these General Terms and Conditions.

2. Applicability and Amendments

2.1 All offers issued by and Agreements entered into with SOLVINQ are governed by these General Terms and Conditions. Any terms and conditions used by the Client are specifically rejected.

2.2 SOLVINQ reserves the right to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions is always the version that applies. Amendments will be announced at least 30 calendar days prior to taking effect through personal notification or publication on the SOLVINQ website.

2.3 In case of a disagreement over the interpretation of these General Terms and Conditions, the Dutch-language version shall prevail.

3. Offer and Agreement

3.1 All offers are entirely without obligation and subject to misprints and typesetting errors. SOLVINQ reserves the right to revoke an offer as long as it has not been accepted.

3.2 If an offer is made with limited validity or under certain conditions otherwise, this will be stated in the offer. If no specific term of validity is specified in the offer, the offer will be valid for one 1 month.

3.3 The Agreement between the parties is formed as soon as SOLVINQ has confirmed formation of the Agreement In Writing or because SOLVINQ has performed the Agreement.

4. Performance of the Agreement

4.1 SOLVINQ agrees to perform the Agreement to the best of its ability and to high standards. SOLVINQ endeavours to achieve maximum availability and correct functioning of its Service. However, SOLVINQ does not guarantee concrete results, unless the parties have agreed on results in an additional Service Level Agreement.

4.2 The Client agrees to always give SOLVINQ its full cooperation and provide all useful and required information, or access to such information, and ensure that all reasonably required facilities are available. If the information, cooperation, and/or facilities required for the performance of the Agreement is or are not provided to SOLVINQ in time, SOLVINQ will be entitled to suspend performance of the Agreement and/or charge the Client for any ensuing additional costs incurred.

4.3 If and to the extent required for the proper performance of the Agreement, SOLVINQ is entitled to engage third parties for certain work. SOLVINQ cannot be held liable for errors or shortcomings by third parties introduced by the Client or at the Client's request.

4.4 Complaints about the execution of the Agreement must be communicated in writing by the Client to SOLVINQ within 1 week of discovery, but no later than 2 weeks after completion of the

relevant work or delivery of the purchased goods. A notice of default must contain the most detailed description possible of the shortcoming so that SOLVINQ can respond adequately. If the complaint is justified, SOLVINQ will still carry out the relevant work correctly. If this is no longer reasonably possible, SOLVINQ is only liable within the limits of Article 6.

5. Service Delivery

5.1 The Service is delivered using network connections, including the Internet. These network connections are beyond SOLVINQ's control. This means that SOLVINQ cannot be held liable for failure of the required connections or processing or the otherwise correct functioning of its Service when this is due to factors beyond SOLVINQ's control.

5.2 SOLVINQ regularly performs full database backups. These backups are retained for 7 days. Our backup process ensures data availability and recovery in case of unforeseen incidents such as system failures or cyberattacks. SOLVINQ can restore the client's data for up to 7 days, subject to SOLVINQ's standard rates. SOLVINQ is not liable for costs related to the reproduction of mutilated or lost data, nor for any resulting damages or lost profits. SOLVINQ endeavors to protect data from loss, theft, and unauthorized access or modification by third parties to the best of its ability during the use of the service. SOLVINQ is also not responsible for the content and accuracy of the data entered by the client into SOLVINQ's software.

5.3 SOLVINQ can never be held to perform data conversions, unless this has specifically been agreed on with the Client In Writing.

5.4 SOLVINQ reserves the right to partly or fully shut down its Service for preventive, corrective, or adaptive maintenance or other forms of service without becoming liable for losses. SOLVINQ will not shut down the Service for longer than necessary and try to do so outside office hours as much as possible, unless the parties have made other arrangements to this within 14 days after completion of the work to which the complaint relates or after delivery of items purchased. In order to allow SOLVINQ to respond adequately, a notice of default must contain a description of the failure that is as detailed as possible. If the complaint is justified, SOLVINQ will perform or redo the work in question. If this is no longer possible within reason, SOLVINQ will only be liable within the limits set by Article 6.

6. Fee and Payment

6.1 Unless stated otherwise, all fees are without obligations and do not include VAT and other government-imposed levies. SOLVINQ does not accept payments in currencies other than the currency specified. If no currency is specified, all fees are in Euros.

6.2 The Client is under an obligation to pay amounts payable by them within fourteen (14) days after the invoice date.

6.3 Additions to the Agreement may lead to expansion of the Service and an increase in price.

6.4 The Client is not allowed to suspend any payments and neither to offset payables against receivables. The fee will also be payable if the Client does not use the Service or experiences outages.

6.5 If the Client does not meet their payment obligations or fails to meet payment obligations in time, SOLVINQ will notify the Client In Writing and give the Client a reasonable term of 14 days - starting on the date of notification - to meet their payment obligations. If payment is still forthcoming after expiry of this reasonable term, SOLVINQ will be entitled to charge both interest at the statutory commercial rate and extrajudicial collection costs. The extent of the extrajudicial collection costs is determined by the Extrajudicial Collection Costs (Fees) Decree. SOLVINQ may only deviate from this statutory arrangement if it is to the Client's benefit.

6.6 If the Client fails to meet their payment obligations or fails to meet their payment obligations in time and payment remains forthcoming after expiry of the reasonable term specified in the previous paragraph, SOLVINQ will be entitled to suspend its obligations and/or to dissolve the Agreement without going through the court. In such a case, SOLVINQ can never be held liable for losses sustained by the Client.

6.7 SOLVINQ reserves the right to unilaterally raise the fees it charges for its services, provided that such a fee increase is announced at least 2 months in advance on the SOLVINQ website or directly

to the Client. SOLVINQ is not under an obligation to give prior notice of fee increases that are the result of changes to statutory provisions or schemes.

7. Liability

7.1 SOLVINQ's liability for direct losses caused by an attributable shortcoming in SOLVINQ's compliance with its obligations under the Agreement, specifically also including any unlawful acts by SOLVINQ, its staff, and/or third parties engaged by SOLVINQ, will in any case be limited to the amount payable to SOLVINQ by the Client under the Agreement, either per event or for a series of interrelated events. However, SOLVINQ's liability for direct losses will never exceed the amount covered by SOLVINQ's insurer in the case in question, less any policy excess payable by SOLVINQ.

7.2 SOLVINQ disclaims all liability for indirect losses. Indirect losses shall in any case include consequential losses, lost profits, missed savings, damage to reputation, third-party claims, and business interruption.

7.3 Limitations and exclusions of liability included in this Agreement also extend to SOLVINQ personnel and any third parties engaged by SOLVINQ, and will cease to apply if and to the extent that the losses are the result of intent or deliberate recklessness on the part of SOLVINQ's management.

8. Force majeure

8.1 If SOLVINQ is unable to comply with one or multiple obligations under the Agreement on account of a situation of force majeure, compliance with the obligation(s) in question and any related obligation(s) will be suspended for the duration of the force majeure situation, without SOLVINQ being required to pay compensation.

8.2 SOLVINQ will be deemed to be in a situation of force majeure if SOLVINQ, after entering into the Agreement, is impeded from preparing for or performing this Agreement due to fire, strike, flooding, water damage, war, the threat of war, civil war, uprising, terrorism, an epidemic, acts of war, government measures, cyber attacks, import and export restrictions, power outages or other interruptions in the energy supply, affecting either SOLVINQ's company or third parties on whom SOLVINQ relies for its services, and furthermore caused by all other factors for which SOLVINQ cannot be blamed and that are beyond SOLVINQ's control.

8.3 If the situation of force majeure goes on for longer than 60 days, both SOLVINQ and the Client will have the right to terminate the Agreement In Writing with immediate effect. Termination on account of force majeure will not entitle either party to any kind of compensation. SOLVINQ will then continue to be entitled to the part of its fee relating to work that SOLVINQ has already performed and to reimbursement of costs that have already been incurred or that are unavoidable.

8.4 If SOLVINQ foresees a situation of force majeure, SOLVINQ will notify the Client thereof as soon as possible.

9. Intellectual Property and Tools

9.1 All intellectual property rights to analyses, designs, documentation, reports, software, advice, offers, and other material developed, to be developed, and/or made available by SOLVINQ will exclusively be held by SOLVINQ and/or its licensor(s).

9.2 The Client will only be granted the rights of use and authorizations ensuing from the purpose of the Agreement between the parties, these General Terms and Conditions, or that are otherwise assigned In Writing. The right of use is exclusive, unless the nature of the Agreement dictates otherwise or the parties have agreed otherwise In Writing. The right of use can, furthermore, not be transferred or sub-licensed, unless the parties have agreed otherwise In Writing.

9.3 If the Client were to make material available to SOLVINQ, the Client will grant SOLVINQ a non-exclusive licence to use, disclose, and/or reproduce this material for the duration of and in the context of the Agreement. The Client agrees to indemnify SOLVINQ against third-party claims on account of a breach of intellectual property rights owned by those third parties. The Client, furthermore,

guarantees that the material it makes available to SOLVINQ will not lead to a breach of any provisions of law.

9.4 Unless agreed otherwise In Writing, the Client is not allowed to remove or alter any marks regarding copyrights, trademark rights, trade names, or other intellectual property rights on the material made available to the Client.

10. Term and Termination

10.1 Unless the parties have agreed otherwise, the Agreement between the parties has been entered into for an indefinite term. If the Agreement has been entered into for a definite term, it will, in principle, have a term of 12 months and will tacitly be renewed for a term of the same length, unless either party gives legally valid notice of termination.

10.2 Termination is subject to a notice period of 2 months. If the Agreement has been entered into for a definite term, the Agreement can only be terminated as of the end of the definite term, while observing the notice period.

10.3 SOLVINQ reserves the right to suspend and/or terminate the Agreement In Writing with immediate effect if:

- the Client, either on a provisional or definitive basis, is granted a debt moratorium;
- bankruptcy proceedings have been instituted against the Client or the Client's company is wound up other than as part of a restructuring or merger of companies;
- the Client dies; or
- SOLVINQ has, after entering into the Agreement, good reason to fear that the Client will not comply with the Agreement.

11. Personal Data Protection

11.1 SOLVINQ will adhere to current personal data protection legislation and regulations, including the General Data Protection Regulation (GDPR).

11.2 The Client's personal data will not be stored for longer than necessary for the performance of the Agreement, unless applicable legislation and regulations dictate a different retention period.

11.3 SOLVINQ is the 'processor' as defined in Section 4(8) of the GDPR and is prepared to enter into a data processing agreement with the Client that is to its satisfaction.

12. Final provisions

12.1 The Agreement and these General Terms and Conditions are governed by Dutch law.

12.2 Any disputes arising from this Agreement and/or these General Terms and Conditions will be submitted to the competent court in the district where SOLVINQ is based.

12.3 The Client is not permitted to transfer their rights and obligations under the Agreement entered into by the parties to a third party, unless SOLVINQ has given its explicit prior consent. Such consent will not be required when another company takes over the Client's company or acquires a majority stake in the Client's company.

12.4 If any of the provisions in these General Terms and Conditions prove to be null and void or be nullified, the other provisions will remain valid in full. The parties will then enter into consultation to agree on new provisions to replace the null and void or nullified provision(s).

In the event of translation divergences, the Dutch version shall always prevail.