TERMS AND CONDITIONS
VERSION 3.0

Article 1. DEFINITIONS

The following definitions apply to the (i) Master Services Agreement, and/or (ii) Statements of Work, and/or (iii) Service Level Agreement, and/or (iv) any other agreement.

1.1. Partner: the person or company described in the Master Services Agreement who buys directly from Supplier the services described in the Master Services Agreement.

1.2 Supplier: means Keenondots B.V., a Dutch corporation, with an office located at Wethouder Beversstraat 185, 7543 BK, Enschede, The Netherlands.

1.3 Cloud Service: the Application(s) and/or Infrastructure and/or Platform Facilities made and kept available for Partner by Supplier against payment.

1.4 Application(s): By means of the software modules made available by the Cloud Service, including the underlying databases and development platforms as well as the corresponding data collection(s) and accompanying documentation.

1.5 Availability: The period that Partner has the Application(s) at their disposal by means of the Cloud Service.

1.6 User: a natural person authorized by Partner to use the Applications(s) and or Storage Capacity available via the Portal.

1.7 Tools: the resources that User needs to have installed on their computer in order to be able to use the Application.

1.8 Interface: a Tool being a communication link between the Cloud Service and systems within Partner's domain and that of Supplier.

1.9 Portal: the internet site where Partner and User can use the Cloud Service and request changes.

1.10 Server: a computer or an associated group of computers and associated hardware ("cloud"), containing web server equipment, the Application(s), supporting software and/or database software, managed by or on behalf of Supplier, which is accessible through the Internet.

1.11 Means of access: the means, such as a token or a combination of access code with a username, with which the Portal, Server, the Application(s) and/or the Storage Capacity can be accessed.

1.12 Personal data: all data concerning a directly or indirectly identified or identifiable natural person, such as the user or employees of Partner, which are processed when using the Cloud Service.

1.13 SLA: the Service Level Agreement based on which the Cloud Service is rendered.

Article 2. ASSIGNMENT

2.1 An assignment is only established by signing and/or sending a written or electronic order confirmation.

2.2 The Partner orders Supplier to provide the Cloud Service. This Cloud Service consists of:

a. making the Application(s)/Infrastructure/Platform Facilities, set out in the offer and further described in the SLA, available to Partner;

b. granting Partner the right to use the Application via the Portal in accordance with the stipulations of the Agreement;

c. granting a right of use to the Interface;

d. providing support to Users as further set out in the SLA; and

e. Supplier providing additional services to Partner upon request.

2.3 The functionality of the current version of the Application will be described in the user documentation, available on the Portal in electronic form.

Article 3. AVAILABILITY AND ADJUSTMENTS

3.1 Supplier will make every effort to always have the Cloud Service that was agreed function properly and aim for the highest possible availability, quality and security of the Cloud Service. However, Supplier does not provide any guarantee that the Cloud Service functions without faults, failures or interruptions.

3.2 Supplier reserves the right to change the technical and functional features of the Cloud Service in the interim to improve functionality, to repair possible faults and to comply with the prevailing laws and regulations.

3.3 Supplier makes every effort to detect and repair possible faults in the Cloud Service. However, Supplier cannot guarantee that all faults will be repaired.

3.4 If an adjustment as referred to in paragraphs 2 and 3 leads to a material deviation in the Cloud Service's functionality, then Supplier will inform Partner about that in writing or electronically two months prior to the adjustment becoming available.

3.5 Supplier reserves the right to temporarily decommission the Cloud Service for, among others, maintenance, adjustments or improvements of Supplier' computer systems. To the extent possible, Supplier will decommission the Cloud Service outside of office hours and inform Partner in 8 hours advance of any scheduled decommissioning. Such announced decommissioning is never regarded as a shortcoming on the part of Supplier in complying its commitments towards Partner.

Article 4.   TOOLS

4.1 The Partner will make every effort to always ensure the availability of the Cloud Service Tools as well as their functioning necessary to access and use the Cloud Service, including the (peripheral) equipment and software, auxiliary applications, configuration and Internet connection, which meet the technical and functional requirements stipulated by Supplier, that are to be used by Partner.

4.2 The Partner is responsible for ensuring the maintenance of a connection to the energy network and other connections necessary to access to and use the Cloud Service.

4.3 Additional (licensing) conditions (of third parties) could apply to the use of auxiliary applications. Supplier does not guarantee the full functionality of the auxiliary applications used by Partner.

Article 5.   ACCESS TO THE SERVICE

5.1 The Partner is responsible to ensure that all use, with or without its permission, of the Cloud Service and the Means of Access are made available to them. Supplier is not liable for damage incurred by the Partner and/or Third parties stemming from unauthorized use of the Means of Access.

5.2 The Means of Access provided are not transferable, are strictly personal and exclusively for use within Partner's organization. The Partner will exercise the required care with respect to the use of the Means of Access and keep them secret from third parties.

5.3 Supplier can always change the Means of Access at its own discretion and Supplier will inform Partner about this in due time.

5.4 The Partner will immediately inform Supplier of any unauthorized use of the Means of Access or when Partner reasonably suspects that this is the case.

5.5 The Partner can request Supplier to block the Means of Access. Supplier is also entitled after a written notice 7 days before to block the Means of Access at any time and at its own discretion if Supplier is aware of unauthorized use of the Means of Access. Supplier is not liable for any damage incurred by Partner and/or by third parties as a result of blocking the Means of Access.

Article 6.   USE OF THE CLOUD SERVICE

6.1 The Partner is responsible for ensuring that, when the Cloud Service is used, they and the User(s), to the extent relevant, observe the following rules:

a.   the Partner will ensure protection of its (peripheral) equipment, software, infrastructure and internet connection against viruses, computer criminality and (other) unlawful use by the User(s) or by third parties;

b.   when using the Cloud Service, Partner and/or the User will not dis-tribute any (computer) viruses or other files that could damage (the proper functioning of) the Cloud Service;

c.   the Partner and/or the User will not perform (or have) any intentional actions (performed) that could cause failures in the Cloud Service, (computer) networks or infrastructures (of other users) or that could cause inconvenience, limited use or unforeseen use (for other users) in respect to the above;

d.   the Partner and/or the User will not abuse the Means of Access or break through the Cloud Service's security and/or attempt to do so;

e.   the Partner and/or the User will not perform or omit any actions of which they reasonably know or should reasonably have known that those could lead to punishable use of the Cloud Service or which could be unlawful towards Supplier and/or third parties;

f.   the Partner and/or the User will not disclose or distribute any racist or discriminatory material and/or child pornography. Distribution is also understood to include placement on or distribution through the Cloud Service's infrastructure;

g.   the Partner and/or the User will not deliberately break into a computer system or a part thereof ("hacking") against the will of the own-er or administrator and without permission.

h.   the Partner and/or the User will in no way breach the intellectual property rights of Supplier and/or those of third parties; and

i.   the Partner and/or the User will not disclose, duplicate or otherwise use any information or data provided by Supplier in the context of the Cloud Service, other than for use in Partner's internal business operations, without Supplier' express prior written consent.

6.2 If Partner and/or the User(s) act(s) contrary to one or more of the rules mentioned above, then Partner is obligated to follow any reasonable instructions (or to have such done) given by Supplier in that respect and to have the User(s) follow those too.

6.3 If data that are stored, prepared, processed or otherwise entered are unlawful towards third parties, then Supplier is entitled, immediate-ly and without prior notification, to remove the data from the Server and to destroy them. Already at this time, in case the above occurs, Partner grants Supplier permission to remove all offending data from the Server and to destroy them. Supplier will in no event be liable for any damage that results from these actions.

6.4 Supplier can prevent Access to the Cloud Service of individual users by decommissioning the Means of Access or by suspending service delivery if they seriously suspect that it is used in breach of the stipulations of the Agreement. The obligation to pay remains in force during such decommissioning.

Article 7.   THIRD PARTY APPLICATIONS

7.1 If and to the extent Supplier, in the execution of the Cloud Service, makes available Applications or other software of third parties to Partner, then the conditions of the third parties are applicable, and the provisions between Supplier and Partner are set aside to the extent they pertain to the Applications and/or other software. The Partner will accept the conditions of the third parties

referred to, provided that Supplier has informed Partner of the applicability of the conditions in writing or electronically.

7.2 The provisions between Supplier and Partner with regard to the use of software will prevail if and to the extent the conditions of the third parties referred to are deemed not to be applicable or declared inapplicable.

7.3 Supplier, with regard to the use and maintenance of the third party Application, can never be challenged in respect of anything more or other than what is applicable to the relationship between Supplier and the relevant supplier of that Application.

Article 8.   FEES AND PAYMENT

8.1 The fees payable for the Cloud Service are included in the offer. For the determination of the amount of the monthly fee, the data and the quantities on the first day of the calendar month for which the monthly fees are determined are applicable.

8.2 The one-off fees will be invoiced at the date of the project kick-off. The first monthly managed services, revenue share and time-based fees, will be invoiced at the first day of the calendar month after the kick-off date of the onboarding project.

8.3 The fees stipulated in the offer and otherwise discussed by

Parties in the course of the Cloud Service are expressed in Euro and exclude the due and payable Value Added Tax (VAT)and other levies imposed by the government.

8.4 Supplier is entitled to amend the fees once per calendar year based on the Consumer Price Index (CPI). Supplier will inform Partner of fee changes at least one calendar month in advance.

8.5 The final payment date of a bill is 30 days after the invoice date. The legal interest as well as compensation for the extra-judicial costs incurred by Supplier with regard to the collection of the bill concerned are due and payable after the expiry of the payment date.

Article 9.   SUSPENSION

9.1 Supplier is entitled to entirely or partially block the access to the Cloud Service fourteen (14) days after any advanced written notification or proof of default, if Partner fails to comply with any obligation under the Agreement.

Article 10.   INTELLECTUAL PROPERTY RIGHTS

10.1 All intellectual property rights to all the Applications, Interfaces, other software, documentation and other materials to which any form of intellectual property right is attached rest exclusively upon Supplier or its licensors.

10.2 The Partner only obtains the non-exclusive rights of use and competencies as expressly granted in the Agreement or otherwise in writing. The Partner will not otherwise duplicate or disclose any of the Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the

Cloud Service. The Partner is not permitted to remove or change any designation of copyrights, brands, trademarks or other intellectual property rights to the Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the Cloud Service, including designations regarding the confidential nature and duty to observe confidentiality of the materials.

10.3 Supplier is allowed to take technical measures in order to protect the Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the Cloud Service, provided that these measures do not negatively impact the functionality. If the Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the Cloud Service have been protected by means of technical safety measures, then Partner is not allowed to remove or evade these.

10.4 Each use, multiplication or disclosure of the source code by Partner through technical safety measures that falls outside the scope of the Agreement or the granted rights of use, constitutes an infringement of Supplier' intellectual property. Partner will pay any proven damages directly caused by such infringement.

10.5 The Partner is not allowed to independently repair faults in the Cloud Service's software or have those repaired, make changes therein, link them to other equipment and software, independently expand their functionality, change parameters and/or remove the safety measures.

Article 11.   INTERFACE USE

11.1 Supplier hereby and for the duration of the Cloud Service grants Partner a non-exclusive and limitedly transferable right to use the Interface under the following conditions when using the Cloud Service. The Partner hereby accepts this right.

11.2 The right of use includes all actions with regard to the Interface that are reasonably necessary in the context of the Partner and Users using the Cloud Service.

11.3 The Partner is permitted to make additional copies of the Interface if and to the extent technically necessary and/or in accordance with the permitted uses.

Article 12.   CONFIDENTIALITY

12.1 The Partner and Supplier will ensure that all data received from the other Party, which is known to be or could reasonably be expected to be confidential, will remain secret. The Party that receives confidential information will only use this for the purpose which it has been provided for. Data will in any event be regarded as confidential indicated to be so by one of the Parties.

12.2 The duty to observe confidentiality mentioned above does not apply when the confidential information:

a. is general knowledge, without this being caused by a violation of this duty to observe confidentiality;

b. was independently developed by the other Party without using this information;

c. was lawfully obtained from a third party and when the latter is not bound by a similar duty to observe confidentiality; or

d. is to be disclosed based on laws or regulations, a Court Order or an Order by a Regulatory Authority.

12.3 Parties undertake to use the information referred to in paragraph 1 only for the execution of the Agreement.

12.4 Parties undertake to impose the same obligations as included above on the persons engaged by them in the execution of the Agreement.

12.5 The above mentioned duty to observe confidentiality remains in force for the duration of the Agreement and up to 5 years after their termination.

12.6 With each infringement of the duty to observe confidentiality included in this Article, Partner shall compensate Supplier for any proven damages directly caused by such infringement.

Article 13. DATA

13.1 The Partner remains the right holder regarding the data that are stored, edited, processed or otherwise entered into with the aid of the Cloud Service.

13.2 The Partner and its Users themself(ves) decide which data are stored, edited, processed or otherwise entered with the aid of the Cloud Service. Supplier has no knowledge of these data. The Partner therefore remains responsible for the data entered by them. Supplier is therefore not liable for any damage that results from the data entered by Partner. The Partner indemnifies Supplier against any claim for compensation that third parties would be able to recover from Supplier in any way, to the extent such a claim is based on the use of the Cloud Service by Partner.

13.3 Supplier is not responsible for ensuring checking the correctness and completeness of the data provided and is therefore not liable for the consequences of the use of any incorrect and/or incomplete data provided by Partner.

Article 14. PROCESSING OF PERSONAL DATA

14.1 Data Privacy is subject to applicable data protection and privacy legislation ("Data Protection Laws"), including, without limitation, to the EU General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR".

14.2 Supplier may provide products and services from any facility anywhere in the world and may, at any time, transfer the provision of the products or service from one facility to another.

14.3 With respect to any and all data, including, but not limited to, Personal Data (as defined in the Keenondots Data Processing Agreement) (collectively, the "Personal Data"), Partner represents and war-rants that: (i) it is the Data Controller (as defined under Data Protection Laws) of all Personal Data provided to Supplier,

whereas Supplier is a Data Processor (as defined under Data Protection Laws) of such Person-al Data; (ii) all such Personal Data is the sole property of Partner or has been provided by Partner to Supplier in accordance with Partner's privacy policy and Data Protection Laws; and, (iii) Partner has obtained all consents required to transfer the Personal Data to Supplier and/or its partners, including outside the European Economic Area or Switzerland, for the purposes of providing the products and services.

14.5 Each Party will comply with the applicable Data Protection Laws when using, handling, disclosing, transferring, sharing or processing in any way and for any purpose, any Personal Data, including each Party's employee and customer Personal Data. The Parties acknowledge and agree that all Personal Data shared and processed by and between the Parties is considered Confidential Information and subject to the confidentiality obligations set out in the Agreement.

14.6 The processing of personal data (as defined by Art. 4 (1) GDPR in connection with this Master Agreement shall exclusively be governed by the Data Processing Agreement pursuant to Art. 28 of the GDPR.

14.7 The Parties will use all reasonable endeavours (acting in good faith) to agree the applicable terms of the Keenondots Data Processing Agreement as soon as practicable, and in any event within one (1) month (or such longer period as the Parties agree), of execution of this Agreement and once agreed between the parties it will form the "Data Processing Agreement".

Article 15. LIABILTY AND INDEMNIFICATION

15.1 Supplier' total liability towards Partner due to an attributable breach in complying with the Agreement, or for any other reason, is limited to compensation for direct damages up to a maximum of the amount of fees (excluding VAT) that Partner has paid in the twelve months preceding the event giving rise to the damage based on the Agreement with a maximum of € 100,000 for the duration of the Cloud Service/per event. This limitation of liability will apply mutatis mutandis to Supplier indemnification obligation.

15.2 Supplier' liability for indirect damages, including loss of profit, lost savings, diminished goodwill, damage due to business interruption as well as damage due to claims of Partner's clients is excluded. Supplier' liability due to mutilation, destruction or loss of files, data, documents or other data carriers of Partner is also excluded.

15.3 The exclusions and limitations with regard to Supplier liability do not apply if the damage is caused by deliberate intent or gross negligence on the part of Supplier' operational management.

15.4 Unless compliance by Supplier is permanently impossible, Supplier liability due to an attributable breach in complying with the Agreement only arises if Partner serves Supplier with a written notice of default, in which a reasonable period is set for curing the breach, and Supplier remains attributably in breach of meeting its obligation after this period. The notice of default must contain a complete and detailed description of the alleged breach, so Supplier

actually has the opportunity to adequately respond to the notice of default.

15.5 The condition for the arising of any right to compensation is that Partner, at all times, reports the damage to Supplier in writing as soon as possible after it has occurred. A claim for compensation against Supplier expires by the mere lapse of 24 months after the claim arises.

Article 16. FORCE MAJEURE

16.1 None of the Parties is obligated to fulfil any obligation, including a warranty obligation agreed between the Parties, in case a Party is prevented from doing so due to a Force Majeure. Force Majeure is understood to include Force Majeure affecting Supplier' suppliers, failure to properly comply with obligations of suppliers which are set out by Partner, government measures, outages of power, the Internet, computer network or telecommunication facilities, (civil) war, sit-ins, general transportation problems and terrorism.

16.2 Each Party will be entitled to terminate the Cloud Service when circumstances of Force Majeure last over 90 days. In that case, the services that have already been rendered based on the Agreement will be settled proportionally without either Party owning the other anything else.

Article 17. TERMINATION

17.1 The Cloud Service is repeatedly tacitly extended for the period in the offer, unless the Partner or Supplier terminates the Cloud Service by means of registered mail with due regard to a notice period of three months prior to the end of the period concerned.

17.2 Each Party will be entitled to termination due to an attributable breach in fulfilling the Agreement when the other Party is attributably in breach of fulfilling their essential obligations under the Agreement. Dissolution is only possible after a written, complete and detailed notice of default has been served in which a reasonable period is set for curing the breach. Any payment obligation of Partner and any other of the latter's obligations to cooperate or those of a party to be engaged by Partner will always be essential obligations under the Agreement.

17.3 The services that have already been rendered for the execution of the Cloud service, at the time of a dissolution as referred to above, will not be subject to reversal unless Partner can prove that Supplier is in default with respect to rendering a substantial part of the services. In that case, the value of the services that have already been rendered to Partner by Supplier (unless evidence to the contrary is provided) will be determined as being equal to the fees already paid. Amounts that Supplier had already billed prior to the dissolution with respect to the execution of Cloud Services that Supplier had already properly provided or rendered in that regard, remain due and payable notwithstanding due consideration to the stipulations of the preceding full sentence and become immediately due and payable at the time of dissolution.

17.4 Each of the Parties can terminate the Cloud Service entirely or partially, immediately and without serving a written notice of default if the other Party - be it provisionally or not - is granted suspension of payments, if a petition for bankruptcy is filed against the other Party, or if the latter's company is liquidated or terminated for reasons other than a company restructuring. In case of such termination, Supplier is not responsible for ensuring any repayments of funds already received or for compensating damages. The right to use the Cloud Service and the Internet lapses in case Partner is declared bankrupt.

Article 18. CONSEQUENCES OF TERMINATION

18.1 In case the Cloud Service is terminated, then the Parties will continue to cooperate in good faith in a possible case that Partner needs support with the remigration of the data entered when using the Cloud Service and when transferring these to the Partner or to third parties to be designated by Partner during this "remigration period". The continuity of the availability of the data and the services are key factors here. Parties will consult about the extent of the effort expected from Supplier. Supplier will be allowed to charge Partner the costs incurred by them with regards to the remigration of the services based on retrospective pricing.

18.2 In case the Cloud Service is terminated it is Partner's responsibility to deactivate all Users and Interfaces and remove all data (including Personal Data) from the Cloud Service before the termination date. Failure of which will undo the termination and reinstate the Cloud Service as if it were tacitly extended. Supplier will assist with deactivation and removal on request as a paid service.

Article 19. DISPUTES AND APPLICABLE LAW

19.1 The Dutch law applies to the legal relationship between Supplier and Partner. Any disputes between the Parties are to be submitted to a Competent Court in the Overijssel judicial district. Parties can jointly choose to resolve a dispute by means of arbitration or mediation.

Article 20. OTHER PROVISIONS

20.1 The validity of the entire Agreement will not be affected when any stipulation of the Agreement seems to be invalid. In that case, the Parties will replace it with (a) new stipulation(s), where, as much as legally possible, the meaning of the original Cloud Condition(s) must be followed.

20.2 If Supplier, based on a request or an authorized order by a government agency or in respect of a legal obligation, has to perform any operations with regard to the data of Partner, its employees or Users, then any associated costs will be charged to Partner, unless the cause of this investigation lies with Supplier. To the extent possible, Supplier will inform Partner about this beforehand.

20.3. Neither Party shall directly or indirectly employ or solicit for work any employee of the other party, or any person who had been

in the employment of the other Party during the 12 months before the date of employment or solicitation. This restriction applies to both the Parties during the term of this agreement and for twenty-four (24) months following the termination of the Cloud Service.

20.4 The version of any communication received or stored by Supplier is considered authentic (including log files), except for contrary evidence to be provided by Partner.

20.5 Parties will always inform each other in advance by e-mail of any changes in name, postal address, e-mail address, telephone number and, if requested, bank account details.

20.6 Parties are not entitled to transfer the rights and obligations from the Agreement to a third party without the written consent of the other Party. The other Party will not refuse this consent without reasonable grounds; however, the other Party is entitled to attach reasonable terms and conditions to granting this consent.