



General Terms and Conditions
Simplicate Software B.V.



Table of Contents

1. Definitions
2. Applicability
3. Offers and Formation of the Agreement
4. Usage Rights and Intellectual Property Rights
5. Obligations of Simplicite
6. Onboarding, Consultancy, and Training
7. Other Obligations and Responsibilities of the Customer
8. Price, Billing, and Payment
9. Duration and Termination
10. Suspension and Dissolution
11. Exit Procedure, Continuity
12. Complaints
13. Force Majeure
14. Liability
15. Privacy and Security
16. Confidentiality
17. Transfer
18. Penalty
19. Amendment of Terms and Conditions
20. Applicable Law and Disputes

Article 1: Definitions

In these Terms and Conditions, the following definitions apply:

- Service: the entirety of activities by Simplicite for the execution of the Agreement;
- Customer: the (legal) person who has concluded and/or wishes to conclude the Agreement with Simplicite;
- Terms and Conditions: these General Terms and Conditions of Simplicite;
- Agreement: the agreement concluded between Simplicite and the Customer regarding the provision of the Software;
- Party/Parties: Simplicite and/or the Customer;
- SaaS: Software as a Service;
- Simplicite: Simplicite Software B.V.;
- Software: the software provided by Simplicite to the Customer as SaaS;
- Confidential Information: non-public information related to one or both Parties and information that a Party indicates is confidential or which, by its nature or the circumstances under which it is disclosed, should be treated as confidential.

Article 2: Applicability

These Terms and Conditions apply to all offers, quotations, and Agreements of Simplicite. The Customer who has contracted on the basis of these terms agrees to their applicability to future and/or follow-up agreements with Simplicite. Any general (purchase) terms used by the Customer and other provisions deviating from these Terms and Conditions are explicitly rejected by Simplicite unless expressly accepted in writing by Simplicite. Should any provision of the Agreement be null or annulled, the remaining provisions of the Terms and Conditions will remain fully in force. The Parties will replace the null or annulled provisions with new ones, considering as much as possible the purpose and intent of the original provisions.

These Terms and Conditions also benefit third parties engaged by Simplicite for the execution of the Agreement.

Article 3: Offers and Formation of the Agreement

All offers by Simplicite are non-binding unless explicitly stated otherwise. Offers by Simplicite may not be reproduced or disclosed to third parties without Simplicite's permission. Documentation provided by or on behalf of Simplicite during or after the offer, including data and advice, is non-binding unless explicitly stated otherwise. Agreements (and amendments thereto) are concluded through written or electronic (order) confirmation by Simplicite. An Agreement can also be formed if Simplicite, without prior confirmation, wholly or partly executes an order given by the Customer and/or makes the Software available to the Customer. Agreements made with Simplicite employees are not binding on Simplicite unless confirmed in writing by Simplicite.

Article 4: Usage Rights and Intellectual Property Rights

All intellectual property rights to the Software and related items, such as but not limited to advice, designs, documentation, offers, etc., are solely owned by Simplicite or its suppliers/licensors. With the conclusion of the Agreement, Simplicite grants the Customer a non-exclusive, non-transferable usage right concerning the Software. This usage right is strictly personal, non-transferable, non-pledgeable, and non-sublicensable. The usage right ends upon termination or dissolution of the Agreement. The Customer has no right to access the source code of the Software. Data stored or processed by the Customer through the Software remains the property of the Customer (or its suppliers). The Customer grants Simplicite a usage right to this data as far as necessary for the provision of the Services, including the execution of the Agreement, development of the Software, and in cases where Simplicite is legally or judicially obliged to access the data.

Article 5: Obligations of Simplicite

Simplicite has a best-effort obligation to make the Software available and functioning properly via the internet but does not guarantee continuous, uninterrupted, and faultless availability of the Software. Indicated times for service delivery, delivery, and availability of the Software are indicative and not strict deadlines unless explicitly agreed otherwise in writing. In case of a time overrun, Simplicite will be in default only after written notice of default. Simplicite has the right to temporarily disable the Software or parts thereof for maintenance, adjustment, or improvement. Simplicite will strive to carry out such disablement outside office hours and inform the Customer in a timely manner, but cannot guarantee this and is never liable for any damages related to such disablement. Simplicite will strive to keep the Software up to date but may depend on its supplier(s). Simplicite may choose not to install certain updates or patches if it deems them not beneficial to the correct functioning of the Software or not in the Customer's interest. For support requests, Simplicite



will strive to respond within a reasonable time frame. A response is an acknowledgment of the request, feedback, and an announcement of the action Simpicate will take, including the resolution time (if applicable). Upon receiving and responding to a report, Simpicate will work on a solution as quickly as possible. A solution may involve a workaround, which is a temporary fix that mitigates the problem until a permanent solution is provided. Indicated times for responses or solutions are indicative. Simpicate is not liable for damages due to not meeting these times. For disaster recovery, Simpicate will make daily backups of data stored through the Software.

Article 6: Onboarding, Consultancy, and Training

Simplicate offers various onboarding programs, consultancy, support, and (customized) training for effective use of the Software. A fee for these services is agreed upon in advance through a formal assignment agreement. Agreed onboarding, consultancy, support, and training can be canceled or modified without cost up to 10 working days before the start. For cancellations or modifications between 10 and 5 working days before the start, 50% of the agreed fee is due. For later cancellations or modifications, 100% of the agreed fee is due.

Article 7: Other Obligations and Responsibilities of the Customer

The Customer acknowledges their co-responsibility for the successful execution of the Agreement. The Customer is responsible for the hardware and connections required to access the Software. The Customer is responsible for using recent web browsers supported by Simpicate. Simpicate reserves the right not to support outdated and unsafe web browsers. The list of supported web browsers is available in Simpicate's knowledge base. The Customer is responsible for the content, delivery, control, and migration of all data to be implemented and processed in the Software. The Customer is prohibited from allowing third parties to use the Software, using the Software for actions contrary to Dutch or other applicable laws and regulations, using the Software in a way that causes nuisance or hindrance to other users, causing disruptions and/or damage to the Software, using the Software unlawfully or illegally, infringing on Simpicate's or third-party intellectual property, and disclosing, reproducing, or sharing Simpicate's data, information, and/or know-how with third parties. If Simpicate finds or reasonably suspects that the Customer is not complying with their obligations under the Agreement or these Terms and Conditions, Simpicate is entitled to block the Customer's use of the Software and suspend the execution of the Agreement without being liable for damages. The Customer must protect access to their account with a username and password, keeping the password strictly confidential. Simpicate may assume that all activities performed from the Customer's account are under their leadership and supervision. The Customer must notify Simpicate if the Software is suspected of being used unlawfully.

Article 8: Price, Billing, and Payment

Simplicate is entitled to adjust prices up to once per calendar year. Simpicate will notify the Customer of the changes at least two (2) calendar months before they take effect via email and/or in-app notification. Price changes for licenses as mentioned in article 8.1 will take effect on the next renewal date of the subscription. If the Customer does not wish to accept the change, they can terminate the agreement in accordance with article 10. Use of Simpicate after the effective date constitutes acceptance of the changed or supplemented conditions. The periodic price for the Software is due in advance for the agreed duration (month or year) and will be invoiced electronically and collected by direct debit unless otherwise agreed. The periodic price may fluctuate with changes in the composition of the Software and/or the number of users. For invoices over € 2,500 (excluding VAT), payment may occur by transferring the amount to Simpicate's bank account with prior approval. Payments other than by direct debit must be made within 10 days of the invoice date unless otherwise agreed in writing. The Customer is in default without further notice if payment is not made on time. All judicial and extrajudicial costs related to collecting any claim on the Customer are borne by them, amounting to at least 15% of the invoice amount(s) with a minimum of € 500. Without express written consent from Simpicate, the Customer cannot suspend or set off payment obligations. Payments by or on behalf of the Customer are applied in sequence to cover extrajudicial collection costs, judicial costs, interest due, and then outstanding principal amounts, regardless of contrary instructions from the Customer.

Article 9: Duration and Termination

The Agreement is concluded for the duration specified in the Agreement, either a month or a year. After the specified duration, the Agreement is tacitly renewed for the same duration. Unless otherwise agreed, the Agreement can be terminated by either Party at the end of the current duration with a 30-day written notice.
14:50

Article 10: Suspension and Dissolution

Simplicate is entitled to immediately suspend or dissolve the execution of the Agreement (and/or the right to use the Software) without notice and without judicial intervention, without being liable for damages, in the following cases:

- If the Customer does not, not properly, or not timely fulfill any (payment) obligation arising from the Agreement or related agreements;
- In case of bankruptcy, suspension of payments, cessation, liquidation, or complete or partial transfer (of the business) of the Customer;
- In any of the above cases, all claims by Simpicate on the Customer are immediately and fully due.

Obligations intended to continue after termination or dissolution of the Agreement remain in force.

Article 11: Exit Procedure, Continuity

Simplicate provides standard export options within the software for data export upon termination. If the Customer



requires additional assistance, this will be charged after consultation. Simplicat e will notify the Customer if its financial position deteriorates to the extent that the business continuity of Simplicat e or the continuity of the Software is at risk. In such cases, Parties will discuss the consequences for the execution of the Agreement and possible solutions to ensure continuity. Simplicat e has taken legal and practical measures to ensure its continuity.

Article 12: Complaints

The Customer must notify Simplicat e immediately, at least within 8 days of discovery, of any incident, defect, damage, and/or shortcoming in the execution of the Agreement by Simplicat e, failing which any claim against Simplicat e lapses. Complaints regarding an invoice must be submitted in writing within 8 days of the invoice date, failing which the invoice is considered correct and complete, and any claim against Simplicat e lapses. A complaint by the Customer regarding the execution of the Agreement by Simplicat e does not suspend the Customer's (payment) obligations and does not entitle the Customer to set off.

Article 13: Force Majeure

In case of force majeure, Simplicat e is entitled to suspend the execution of the Agreement for the duration of the force majeure or dissolve the Agreement in whole or in part without judicial intervention and without being obliged to pay damages. Force majeure includes any circumstance independent of Simplicat e's will that permanently or temporarily hinders or makes execution of the Agreement difficult, including but not limited to internet outages, telecommunications infrastructure failures, a (D)DoS attack, power outages, war (risk), strikes, staff shortages, and other similar events and/or serious disruptions in Simplicat e's business or that of its suppliers, transportation problems, and/or cancellations or delays by third parties. This applies regardless of whether these circumstances occur in the Netherlands or another country.

Article 14: Liability

Simplicat e is not liable for damages caused by incorrect and/or incomplete cooperation and/or information provided by or on behalf of the Customer. Notwithstanding other limitations in the Agreement and these Terms and Conditions, Simplicat e's liability is limited to re-executing the service or compensating for direct damages related to a culpable shortcoming in the performance of the Agreement up to a maximum of the monthly license value for three months preceding the damaging event, with a maximum of € 25,000 per year. Simplicat e is never liable for indirect damages, including consequential damages, lost profits, missed savings, immaterial damage, business damage, or pure financial loss. The Customer indemnifies Simplicat e against all third-party claims related to the execution of the Agreement by Simplicat e for the Customer. A condition for any right to compensation is that the Customer reports the damage to Simplicat e in writing within 30 days of discovery. Any claim by the Customer, including for damages or re-execution of the service, lapses if the shortcoming and/or damage is reported late

as described above, and in any case one year after the damaging service, unless the Parties have agreed otherwise. The liability limitations in the Terms and Conditions also apply to third parties engaged by Simplicat e, except in cases of intent or deliberate recklessness by Simplicat e's management.

Article 15: Privacy and Security

The Software processes personal data, with Simplicat e acting as a processor under the General Data Protection Regulation (GDPR). The Customer is the data controller and indemnifies Simplicat e against all third-party claims/data subjects under the GDPR. Simplicat e takes appropriate technical and organizational measures to ensure adequate security, considering the risks of processing and the nature of the personal data, but only if and to the extent that these data are within Simplicat e's infrastructure and Simplicat e is required by applicable privacy legislation. A processing agreement with additional guarantees and obligations of the Parties regarding data processing and security is an integral part of the Agreement.

Article 16: Confidentiality

The contents of the Agreement are considered Confidential Information. Both Parties will keep Confidential Information strictly confidential and use it only as necessary for the execution of the Agreement. The receiving Party will protect Confidential Information against unauthorized access or use to the same extent as its confidential information, but at least a reasonable level of protection. These obligations also apply to employees and third parties engaged who are provided with Confidential Information. These obligations do not apply to information that can be shown by the Customer to have been publicly known, to be of general knowledge, or to be disclosed by law or court order.

Article 17: Transfer

The Customer is prohibited from transferring, pledging, or otherwise disposing of its (claims) rights and/or obligations under the Agreement to a third party. Simplicat e is entitled to transfer, pledge, or otherwise dispose of the Agreement and/or its (claims) rights and/or obligations under the Agreement to a third party.

Article 18: Penalty

If the Customer violates articles 8 (paragraph 6), 17, and/or 18, they will owe Simplicat e a one-time, immediately due and payable, non-reducible penalty of € 5,000 and € 500 for each day or part thereof that the violation continues. This penalty does not affect Simplicat e's right to claim damages, costs, and interest.

Article 19: Amendment of Terms and Conditions

Simplicat e may amend and/or supplement the Terms and Conditions at any time. Simplicat e will announce changes or additions at least thirty days before they take effect via email (e.g., in the Simplicat e newsletter) to allow the Customer to take note of them. If the Customer does not wish to accept a change or addition, they may terminate



the Agreement in writing before the effective date. Use of the Software after the effective date constitutes acceptance of the changed or supplemented Terms and Conditions. The above procedure does not apply to minor changes, legal amendments, or changes in the Customer's favor, which Simpicate can implement unilaterally and with immediate effect.

Article 20: Applicable Law and Disputes

All legal relationships between Simpicate and the Customer are governed by Dutch law. The applicability of the Vienna Sales Convention and foreign legislation is explicitly excluded. Only the District Court of Northern Netherlands, location Groningen, is competent to hear disputes.

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Please note that this is a translated version of the original, Dutch general terms and conditions. The Dutch version always takes precedence.