

General Terms and Conditions

1.1 | October 2026

This document contains the general terms and conditions (hereinafter referred to as "General Terms and Conditions") of Reporting & Record Management Solutions Group B.V., with its principal office located at Achterwerf 147 in Almere, The Netherlands and registered with the Dutch Chamber of Commerce under registration no. 42058445 (hereinafter referred to as "**Supplier**").

These General Terms and Conditions govern the provision of Supplier's services to the party contracting with Supplier (hereinafter referred to as "**Customer**").

Supplier and Customer are hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

Article 1. Definitions

All capitalized terms used in this Agreement, both in the singular and plural form, shall have the meaning described below.

- 1.1. **Account:** an account providing access to the Software, which is either:
 - a. **End-User Account:** a unique, personal Account assigned to an individual End User by name.
 - b. **Station Account:** a shared Account bound to specific rented Hardware.
- 1.2. **Agreement:** the entire agreement between Supplier and Customer, which in any case includes, without limitation, Supplier's quotation or offer, these General Terms and Conditions and the Data Processing Agreement (if applicable) entered into between the Parties.
- 1.3. **Business Hours:** 09:00 to 17:00, Monday through Friday, excluding public holidays in the Netherlands.
- 1.4. **Customer Data:** all data that (i) is provided by Customer to Supplier under the Agreement, or (ii) is stored otherwise by means of the Software and/or Hardware.
- 1.5. **Confidential Information:** all information, regardless of the manner and form in which it is provided, that (i) is designated as 'confidential' or bears a similar designation, or (ii) which the receiving Party should reasonably understand to be of a confidential nature under the given circumstances.
- 1.6. **Documentation:** all (i) manuals and instructions for End Users (end-user documentation), and (ii) manuals and instructions for installing, modifying, implementing, configuring, maintaining and/or managing the Software and/or Hardware.
- 1.7. **Exit Plan:** a standard or bespoke document setting out the activities required to discontinue the delivered Hardware and Services, migrate

- them to Customer's own IT infrastructure, or replace them with similar software, hardware and/or services provided by another IT supplier.
- 1.8. **End Users:** all natural persons who use the Software and/or Hardware.
- 1.9. **Hardware:** all computer equipment delivered by Supplier under the Agreement, including installation or connection materials.
- 1.10. **Intellectual Property Rights:** all intellectual or industrial property rights, or rights equivalent thereto, whether registered or unregistered, anywhere in the world, that exist at the time of entering into the Agreement or may arise after the conclusion of the Agreement. These rights may include, without limitation: copyrights, neighbouring rights, database rights, patent rights, trade name rights, trademark rights, design rights, rights relating to trade secrets, rights to domain names, and rights to performances on par ("éénlijnsprestaties").
- 1.11. **Software:** all computer programs, in source code or object code form, that are made available under the Agreement, including computer programs made available to the Customer or End Users via the internet (Software-as-a-Service).
- 1.12. **Service Level Agreement ("SLA"):** a separate agreement between Supplier and Customer setting out specific service levels, performance targets, and related remedies.
- 1.13. **Services:** all activities performed by Supplier for Customer under the Agreement. These activities may include, but are not limited to, the configuration and implementation of Hardware and maintenance of the Software, granting the rights of usage and access to the Software.
- 1.14. **Trial Period:** the period during which Customer may use the Services free of charge for testing purposes, as further described in Article 4.

Article 2. Applicability and priority

- 2.1. These General Terms and Conditions apply to any and all offers, quotations, the Agreement and to any legal act preceding or resulting from it. The General Terms and Conditions shall also apply to any new or additional agreements that may be entered into in the future between the Parties, without the General Terms and Conditions having to be declared applicable and/or provided again, save for situations where the General Terms and Conditions are expressly rejected in writing when concluding the agreement.
- 2.2. The Agreement may consist of several documents, such as the quotation or offer of Supplier, these General Terms and Conditions, the Data Processing Agreement, the Service Level Agreement, the modules and other Annexes. The provisions of these documents shall in principle apply cumulatively. In the event of inconsistencies, however, the provisions of the document listed first below shall prevail over the document listed further down:
- a. Annexes to the quotation or offer of Supplier;
 - b. the quotation or offer of Supplier;
 - c. Data Processing Agreement;

- d. Service Level Agreement (if applicable);
- e. Annexes or modules to these General Terms and Conditions;
- f. these General Terms and Conditions.

- 2.3. Deviations from these General Terms and Conditions shall only be valid if they have been recorded in writing in a document signed by an authorised representative of both Parties.
- 2.4. Notwithstanding the order of precedence set out in Article 2.2, the Data Processing Agreement shall prevail over all other documents forming part of the Agreement with respect to the processing of personal data necessary to ensure compliance with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679.

Article 3. Formation of the Agreement

- 3.1. Agreements are concluded with Customer's acceptance of a quotation or offer. All Supplier's quotations and offers are free of obligation and are valid for thirty (30) days after the date stated in the quotation or offer. Supplier is not obliged to accept an indication of acceptance after the expiry of this period, but if Supplier does so, the quotation or offer will be deemed to have been accepted.
- 3.2. If Supplier bases a quotation or offer on data or information provided by Customer which proves to be incorrect, Supplier shall have the right to adjust the quotation, the offer or the Agreement already concluded accordingly, or to terminate ("opzeggen") or rescind ("ontbinden") the Agreement.

Article 4. Trial period

- 4.1. The Agreement with respect to the Trial Period shall be concluded at the moment Customer accepts Supplier's offer to a Trial Period by completing and submitting Supplier's electronic onboarding forms. The grant of access to the trial environment following submission shall constitute performance of the already concluded Agreement and shall not affect the moment of conclusion thereof.
- 4.2. The Agreement with respect to the Trial Period shall be valid for a period of thirty (30) days from the moment Supplier grants Customer access to the trial environment. For a period of forty-five (45) days thereafter, Customer may either subscribe to the paid version of the Services, upon which operational access shall be restored, or request an export of any Customer Data stored in the environment. Upon expiry of that period, the environment and any Customer Data processed through the Services shall be permanently deleted.
- 4.3. The Agreement with respect to the Trial Period shall automatically terminate upon:
 - a. the expiry of the Trial Period, unless the Parties have agreed otherwise in writing; or

- b. the entry into force of an Agreement for the paid version of the Services.
- 4.4. Notwithstanding any provisions elsewhere in the General Terms and Conditions regarding rights of use, Customer and its End Users shall only have the right to use the Software for testing purposes. Operational use of the Software is not permitted, and any use of Customer Data during the Trial Period shall be at Customer's own risk.
- 4.5. During the Trial Period, Customer accepts that the Software contains only the functionality and other characteristics as Customer finds them in the Services ("as is"), including all visible and non-visible errors and defects.
- 4.6. To the extent permitted by law, Supplier shall not be liable for any damages arising from or in connection with the use of the Services during the Trial Period.
- 4.7. No fees shall be due for the use of the Services during the Trial Period.

Article 5. Performance of the Agreement

- 5.1. After the Agreement has been concluded, Supplier shall provide access to the Software to Customer as described in Supplier's offer.
- 5.2. The Services shall be provided by Supplier on a reasonable efforts basis ("inspanningsplicht"), unless Supplier has expressly committed in the Agreement to a specific result or a particular warranty.
- 5.3. Supplier shall be entitled to engage third parties in the performance of the Agreement at its own discretion and without Customer's prior consent. The costs of such third parties shall be deemed included in the fees agreed between the Parties, unless the Order Form expressly provides for separate charges. Supplier shall remain liable towards Customer for errors of engaged third parties as if such errors had been committed by Supplier itself.
- 5.4. Supplier shall perform the Agreement at its own discretion. Supplier shall be free to refuse instructions of Customer that do not form part of the Agreement.
- 5.5. Customer shall:
 - a. provide all necessary co-operation in connection with the Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - b. provide all necessary access to such information as may be required by Supplier in order to provide the Services, including but not limited to Customer Data, security access information and configuration services, and guarantee the accuracy, completeness and consistency of this information;
 - c. comply with all applicable laws and regulations with respect to its activities under the Agreement;

- d. obtain and maintain all necessary licenses, consents, and permissions necessary for Supplier to perform its obligations under the Agreement; and
 - e. ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time.
- 5.6. Customer shall be obliged to follow all reasonable advice and instructions of Supplier in the use of the Software.
- 5.7. Delivery periods or planning arrangements agreed upon between the Parties shall be for indication purposes only and shall not be regarded as strict deadlines ("fatale termijnen"), unless expressly agreed otherwise in writing.

Article 6. Intellectual Property Rights

- 6.1. All Intellectual Property Rights pertaining to the Software and Documentation are vested in Supplier or its licensors. The Customer only obtains the rights of use explicitly granted in this article or otherwise expressly granted in writing.
- 6.2. Supplier hereby grants to Customer, subject to payment of the agreed license fee, the right to use the Software. This license is non-exclusive and non-transferable.
- 6.3. The license to use the Software is only valid for the duration of the Agreement.
- 6.4. Customer is only entitled to use the Software for internal use. Internal use means the use of the Software in the course of Customer's regular, day-to-day business operations.
- 6.5. Customer's license is limited to the use of the Software by a maximum number of simultaneously active End-User Accounts as laid down in the quotation. Station Accounts and deactivated End-User Accounts do not count towards this maximum.
- 6.6. The license to the Software also covers updates, but not upgrades. Supplier may charge an additional (license) fee for providing upgrades and may impose additional conditions in this regard.
- 6.7. Customer may use and reproduce the Documentation solely for its own use. The Documentation qualifies as Confidential Information and may not be shared with third parties unless Supplier has given explicit written consent.
- 6.8. Customer is explicitly not permitted, unless Supplier has given its prior explicit written consent, to:
 - a. modify the Software or the Documentation, or have it modified by any third party, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
 - b. attempt to discover the source code of the Software through reverse engineering or other techniques, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
 - c. remove any references to Supplier or indications of Intellectual Property Rights from the Software or the Documentation;

- d. make the Software or the Documentation available for use by third parties or otherwise provide access to third parties, whether or not via sale, lease or loan arrangements;
 - e. access all or any part of the Software and Documentation in order to build a product or service which competes with the Software;
 - f. combine the Software or the Documentation with open-source software in such a manner that the source code of the Software or the Documentation would also be required to be disclosed.
- 6.9. If Customer wishes to use the Software on more End-User Accounts than is permitted under the license, Customer may request additional licenses from Supplier.
- 6.10. Supplier is entitled to verify Customer's compliance with the license restrictions set out in this Article. Such verification may consist of:
 - a. Supplier's review of its own platform records, including the number of active Accounts and enabled modules per license; and
 - b. upon Supplier's written request, Customer's written confirmation that each End-User Account is solely used by a distinct named individual. Account or credential sharing between multiple individuals constitutes a license shortage for the purposes of this Article. This provision does not apply to Station Accounts, which are shared by design and do not constitute a license shortage.
- 6.11. Supplier shall notify Customer in writing of any identified license shortage. Customer shall have fourteen (14) days following such notification to verify and, if necessary, dispute the findings in writing. In the absence of dispute, Supplier may invoice Customer separately for the shortage of licenses. The list prices applicable at the time of the identified shortage shall apply, increased by a surcharge of 50 percent.
- 6.12. If the Agreement is terminated, Customer no longer has the right to use the Software and the associated Documentation. In such case, Customer shall delete or destroy all remaining copies of the Software and Documentation as soon as possible.

Article 7. Customer Data

- 7.1. All rights vested in or capable of being exercised in respect of the Customer Data, including any Intellectual Property Rights, shall remain with Customer.
- 7.2. Supplier shall have the right to use the Customer Data for analysing the use and performance of the Services, for the purpose of improving their operation, security and quality. This includes, inter alia, monitoring the use of the Services, analysing performance and usage statistics and processing feedback provided by Customer. To the extent that personal data are processed in this context, Supplier shall do so in accordance with applicable laws and regulations.
- 7.3. Access to and use of Customer Data shall be permitted only for Supplier's employees, contracted personnel, and third parties engaged by Supplier,

and solely to the extent necessary for the performance of the Agreement and/or for the purposes explicitly permitted under this Agreement.

- 7.4. Supplier shall process and store Customer Data within the European Economic Area, as further specified in the Data Processing Agreement, unless the Parties have agreed otherwise in writing.
- 7.5. Customer shall indemnify Supplier and hold Supplier fully harmless against any third-party claims that are directly or indirectly related to the Customer Data.

Article 8. Exit Plan

- 8.1. The Exit Plan required under this article shall be constituted by the standard Exit Plan as referenced in the order form. The preparation and execution of the standard Exit Plan are included in the Services at no additional charge. If Customer requires a bespoke Exit Plan beyond the standard Exit Plan, Supplier shall provide assistance as professional services at the (hourly) rates as set out in the pricing sheet or order form. This includes the preparation, customisation and updating of the bespoke Exit Plan as well as any bespoke assistance with its execution. If no standard Exit Plan has been referenced in the order form at the moment of conclusion, Supplier shall, upon request by Customer, cooperate in preparing an Exit Plan after conclusion of the Agreement at the hourly rates set out in the pricing sheet or order form.
- 8.2. Parties shall ensure that the standard Exit Plan is kept up to date throughout the term of the Agreement and remains in compliance with applicable law. If either Party determines that the Exit Plan is no longer up to date or does not comply with applicable law, the other Party shall cooperate in updating the Exit Plan to keep it aligned with the new situation and/or statutory requirements.
- 8.3. At Customer's request, the Exit Plan shall include at least the following topics:
 - a. the tasks to be undertaken by Supplier and Customer in connection with the transition away from Services;
 - b. the cooperation between Supplier on the one hand, and Customer or another supplier designated by Customer on the other;
 - c. the file format and method by which relevant information will be made available by Supplier;
 - d. the types of information that must at a minimum be made available by Supplier, which may include information on the setup or configuration, and documentation;
 - e. the file format and method by which Customer Data will be made available by Supplier;
 - f. a timeline for foreseeable tasks to be performed;
 - g. the costs reasonably to be expected for the execution of the Exit Plan, taking into account the costs for (the termination of) licenses already procured or obligations entered into with third parties;

- h. any barriers, technical challenges or limitations reasonably to be expected in the event of a transition to another supplier or another solution.
- 8.4. Supplier is obliged to provide reasonable cooperation to Customer in the implementation of the Exit Plan. The Exit Plan shall be carried out in an effective and efficient manner, such that Customer's business operations and business continuity are not disrupted or put at risk. Supplier shall ensure that sufficient resources are made available for this purpose.
- 8.5. If, despite Parties' best efforts, the Exit Plan cannot be fully implemented before the end date of the Agreement, the Agreement shall be automatically extended for the period necessary to complete the execution of the Exit Plan. For the Software provided by Supplier during this period, Supplier may charge Customer a proportional fee, based on the agreed prices and (hourly) rates taking into account the units of measure (e.g. number of End-User Accounts or rented Hardware) on which the Agreement is based (if applicable). However, Supplier shall not delay or obstruct the execution of the Exit Plan with the intention of triggering such an extension.
- 8.6. This article applies to the general exit and transition process. To the extent the Agreement includes Data Processing Services within the meaning of Regulation (EU) 2023/2854, and Customer submitted a Switching Request or Deletion Request pursuant to Module I, the provisions of Module I shall apply instead of this article. In the event of any conflict between this article and Module I, Module I shall prevail.

Article 9. Confidentiality

- 9.1. Parties treat all Confidential Information received from the disclosing Party prior to or during the term of the Agreement as strictly confidential and shall use such information solely for the performance of the Agreement and where expressly permitted under this Agreement.
- 9.2. Parties shall ensure that the Confidential Information of the disclosing Party is protected in the same manner as their own confidential information. The security measures taken must in all cases provide an appropriate level of protection.
- 9.3. Parties shall ensure that the Confidential Information of the disclosing Party is only accessible to:
 - a. personnel, to the extent necessary for the performance of the Agreement;
 - b. professional advisers (such as legal counsel, attorneys and accountants) involved in the formation or performance of the Agreement, or in the resolution of any disputes arising therefrom; and
 - c. subcontractors engaged in accordance with the applicable procedures set out in the Agreement, solely to the extent necessary for the performance of the Agreement.

- 9.4. Parties shall ensure that all personnel and any third parties who obtain access to the Confidential Information in accordance with this article, are bound to confidentiality.
- 9.5. If the receiving Party receives a request from competent authorities to disclose Confidential Information in the context of a judicial investigation or pursuant to a lawfully issued order, it shall have the right to comply with such request. However, prior to disclosure, it shall inform the disclosing Party of the request and provide an opportunity to object to the disclosure, for example by seeking injunctive relief from a court, unless prohibited by mandatory law.
- 9.6. Parties shall not retain the Confidential Information any longer than is necessary for the performance of the Agreement.

Article 10. Payment and pricing

- 10.1. The following applies to the invoicing of fees owed by Customer under the Agreement:
 - a. one-time fixed fees shall be invoiced by Supplier in advance;
 - b. fees based on time and materials shall be invoiced by Supplier in arrears;
 - c. periodic fixed fees shall be invoiced by Supplier on a monthly basis in advance.
 - d. periodic variable fees shall be invoiced by Supplier on a monthly basis in arrears.
 - e. any additional End-User Accounts or Station Accounts activated throughout the month shall be invoiced on a pro-rata basis as from the date of activation, on the next monthly invoice.
- 10.2. Supplier is entitled to send Customer an electronic (consolidated) invoice for the agreed fees to the email address of Customer known to Supplier.
- 10.3. The payment term for an invoice shall be 14 days from the invoice date, unless the Parties have agreed to a different payment term.
- 10.4. If Customer objects to (the amount of) an invoice, Customer shall have the right to suspend payment of the portion of the invoice to which the objection pertains (but not the remaining portion), by submitting a written and substantiated objection within 14 days of the invoice date. In such event, the Parties shall consult with each other in order to reach an amicable resolution.
- 10.5. If Customer fails to pay an invoice, fails to pay it on time, or fails to pay it in full, Customer shall be in default by operation of law as of the invoice due date, without any prior notice of default being required.
- 10.6. Without prejudice to the foregoing, all costs associated with the collection of outstanding claims - both judicial and extrajudicial costs (including any reasonable fees of attorneys, bailiffs, and collection agencies engaged for this purpose) - shall be borne by Customer. In addition, Supplier shall be entitled to charge statutory commercial interest on amounts not paid in a timely manner, as from the due date of the invoice.

- 10.7. Customer shall not be entitled to set off any payment obligation of Customer against any claim against Supplier, on any grounds whatsoever.
- 10.8. Supplier is entitled, but not obliged, to adjust the agreed fees and hourly rates once per calendar year on the basis of the most recent annual change ("jaarmutatie") in the Services Price Index, series 2021=100 as published by Statistics Netherlands ("Centraal Bureau voor de Statistiek"). Supplier shall notify Customer of the indexation at least 2 months in advance.
- 10.9. The costs incurred by Supplier in the delivery of Hardware, Software and/or Services are dependent upon the rates charged to Supplier for electricity, internet access and data centre services. If Supplier is confronted with increased electricity, internet access or data centre costs during the term of the Agreement, Supplier shall be entitled to pass on such costs to Customer on a proportional basis. Such price adjustments may be implemented with immediate effect, without Customer being entitled to terminate the Agreement.

Article 11. Liability

- 11.1. The liability of Supplier for damages or any other claims, including any indemnities provided by Supplier under this Agreement, due to an attributable breach of contract, tort, or based on any other ground, shall be limited in accordance with this clause.
- 11.2. Liability of Supplier is limited per event (where a series of related events shall be considered to be a single event) to the amounts (excluding VAT) payable by Customer to Supplier over a period of 12 months prior to the damage causing event, and up to a maximum of EUR 50,000 per year, regardless of the number of events.
- 11.3. Without prejudice to the foregoing, liability for indirect damages is excluded. For the purposes of this Agreement, the Parties agree that "indirect damages" shall exclusively mean: loss of revenue or profit; missed savings; consequential damages; damages caused by delay; loss of goodwill; damages resulting from business interruption; damages resulting from claims by third parties (such as customers or employees); damages resulting from the use of equipment, software, or other materials the use of which has been prescribed by Customer to Supplier; damages resulting from the use of hardware, software, data, or other materials provided by Customer to Supplier.
- 11.4. In the event of an attributable failure to perform the Agreement, Supplier shall only be liable if Customer promptly and properly issues a written notice of default, granting Supplier a reasonable period to remedy the failure, and Supplier continues to fail to perform after the expiry of that period.
- 11.5. Any limitation or exclusion of liability agreed between Parties shall not apply if and to the extent that (i) the damage results from intent ("opzet") or wilful recklessness ("bewuste roekeloosheid") on the part of

- the executive management of the liable Party, or (ii) the limitation or exclusion would otherwise conflict with applicable laws or regulations.
- 11.6. The limitation of liability set forth in this article shall also apply to damages or claims resulting from a breach of any implied warranty related to the Agreement or explicit warranty obligation contained in the Agreement.
- 11.7. Any claim against Supplier must be submitted in writing within twenty-four (24) months of the date on which Customer became aware, or could reasonably have become aware, of the damage or event giving rise to the claim. Claims not submitted within this period shall lapse. This provision constitutes a forfeiture period ("vervaltermijn") and cannot be interrupted or suspended.

Article 12. Force majeure

- 12.1. Neither Party shall be obliged to perform its obligations under the Agreement if performance is prevented due to force majeure. Parties shall also not be liable for any damage resulting from force majeure events.
- 12.2. Force majeure shall include, without limitation: fires; floods; natural disasters; war; terrorism; force majeure of subcontractors or suppliers; shortcomings of subcontractors or suppliers engaged in the performance of the Agreement by Customer; defects in software, equipment, or other materials the use of which has been prescribed by Customer to Supplier; defects in software, equipment, or other materials provided by Customer to Supplier; disruptions in public parts of the electricity network; disruptions in public parts of the network infrastructure; cybercrime; (D)DoS attacks; vandalism; general transportation or delivery problems; strikes; and government measures.
- 12.3. If the force majeure situation continues for at least 30 days, the Party against whom force majeure is invoked shall have the right to terminate the Agreement in writing with immediate effect.
- 12.4. If force majeure only prevents the performance of part of the obligations, Supplier shall still fulfil the remaining obligations, insofar as the performance of those obligations has independent value for the Customer. Supplier may demand a proportionate compensation from the Customer for such performance.
- 12.5. The Parties may only invoke force majeure if they (i) inform the other Party of the force majeure event as soon as possible and continue to provide periodic updates on relevant developments, and (ii) make every reasonable effort to minimize the consequences of the force majeure event.

Article 13. Duration and termination

- 13.1. The term of the Agreement shall be determined in Supplier's quotation or other offer. If no term is specified in the quotation, the following principles shall apply:

- a. if the Agreement is a continuing performance agreement under which Software is made available on an ongoing or recurring basis, it shall be deemed to have been entered into for an initial term of 36 months, after which the Agreement shall be tacitly renewed for successive periods of 12 months, unless either Party terminates the Agreement in writing at least 90 days before the end of an initial term or renewal term;
 - b. if the Agreement concerns the performance of a specific project or the one-off delivery of Software and/or Hardware, the Agreement shall be deemed to have been entered into for the period required to complete the project or to deliver the Software and/or Hardware.
- 13.2. The Agreement may not be terminated or rescinded on any basis or ground other than as provided for in the Agreement. The applicability of Section 7:408 paragraph 1 of the Dutch Civil Code is expressly excluded.
- 13.3. Either Party may terminate or rescind the Agreement with immediate effect and without being required to issue a prior notice of default if:
 - a. the other Party becomes subject to bankruptcy proceedings;
 - b. the other Party applies for or is granted suspension of payments;
 - c. the other Party ceases all of its business activities or the business activities to which the Agreement relates;
 - d. the business of the other Party is liquidated or discontinued other than for the purpose of restructuring or merger of enterprises.
- 13.4. Neither Party shall be liable for any compensation of damages when exercising the termination or rescission rights as described in this clause. Supplier shall furthermore not be obliged to refund any prepaid amounts.
- 13.5. If either Party is in attributable and material breach of the Agreement, the other Party shall have the right to rescind the Agreement, but not before the defaulting Party has been provided a formal and proper notice of default in writing, granting the defaulting Party a reasonable period of at least 30 days to duly perform the Agreement after all.
- 13.6. The requirement of a prior notice of default as set out in the preceding paragraph shall not apply in situations where the defaulting Party is in default by operation of law pursuant to statutory provisions.
- 13.7. If the Agreement is rescinded, this shall not result in obligations to undo performance ("ongedaanmakingsverplichtingen"). The Parties may only rescind that part of the Agreement which has not yet been performed. The Parties derogate from Section 6:271 of the Dutch Civil Code and the subsequent relevant statutory provisions.
- 13.8. After the Agreement has expired, been terminated ("opgezegd") or rescinded ("ontbonden"), Supplier shall cooperate in the implementation of the exit arrangement as described in Article 8 – Exit Plan, regardless of the reason for which the Agreement has ended. If Customer has submitted a Switching Request or Deletion Request pursuant to Module

I (Data Act), the provisions of Module I shall apply instead of this Article, in accordance with Article 8.6.

Article 14. Personal data

- 14.1. Parties acknowledge that the performance of the Agreement may involve the processing of personal data within the meaning of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"). In such case, Parties shall set forth their respective roles and responsibilities in a Data Processing Agreement, which forms part of this Agreement.

Article 15. Changes

- 15.1. Supplier has the right to amend these General Terms and Conditions unilaterally. Supplier shall announce the amendment to Customer at least 60 days prior to its entry into force in writing. Any amendments to the General Terms and Conditions shall also apply to existing Agreements.
- 15.2. If Customer does not agree with the announced amendments, it may submit a reasoned objection in writing within 14 days of notification, whereupon Supplier shall reconsider the amendment. If Supplier decides to maintain the amendment, Customer may terminate the Agreement in writing no later than the date on which the amendment enters into force.
- 15.3. The procedure described in this article for amending these General Terms and Conditions shall not apply to amendments required as a result of changes in applicable laws and regulations. Such amendments may be implemented by Supplier with immediate effect, without prior notice and without Customer having the right to object.

Article 16. Renting of Hardware

- 16.1. If the Agreement includes the renting of Hardware, articles 16 through 20 shall apply. Supplier shall use reasonable efforts to make the Hardware available to Customer in accordance with the Agreement or within a reasonable period of time.
- 16.2. Supplier grants Customer, for the duration of the Agreement or, if a different rental period has been agreed, for the duration of the agreed rental period, the right to use the Hardware in accordance with the terms of this Agreement and any additional terms agreed between the Parties.
- 16.3. The Hardware shall be deemed to have been delivered undamaged, unless Customer notifies Supplier in writing, with sufficient substantiation, within five (5) business days of delivery that the Hardware was already damaged prior to delivery.
- 16.4. To the extent permitted by law, the Parties agree that Articles 7:203 to 7:211 of the Dutch Civil Code are excluded.
- 16.5. The Hardware delivered by Supplier is subject only to the warranty provided by the manufacturer, unless additional warranties are explicitly provided in the Agreement. Information about the manufacturer's warranty is available on request from Supplier or can be found on the

manufacturer's or importer's website, or in the manufacturer's documentation supplied with the Hardware.

- 16.6. The warranty referred to in the previous paragraph shall not apply to damage or defects that (i) result from improper use, (ii) are not related to the defectiveness of the materials used and/or the manufacturing process, (iii) have arisen as a result of incorrect storage or preservation of the Hardware, or (iv) are the result of climatic or other external influences.

Article 17. Use of Hardware

- 17.1. Customer shall only use the Hardware for the purposes for which the Hardware is intended by its nature and shall carefully follow any instructions provided by Supplier and/or the manufacturer.
- 17.2. Customer is not permitted to make any modifications to the Hardware without the prior written consent of Supplier. If Customer makes such modifications without Supplier's prior written consent:
- a. any repair or replacement costs shall be borne entirely by Customer; and
 - b. Customer shall reimburse Supplier for any costs incurred in remedying errors, problems or other consequences arising from such modifications.
- 17.3. If Customer independently makes modifications to the Hardware or the applications installed thereon, Supplier shall not be liable for any errors or problems arising as a result of such modifications.
- 17.4. Supplier shall use reasonable efforts to keep the Hardware available for Customer and to resolve any malfunctions and technical problems as soon as possible. Customer may only claim specific service levels, such as a particular availability or response time, if this has been agreed in writing.
- 17.5. Only Supplier is entitled to manage the Hardware and to perform maintenance or any other form of upkeep or modification of the Hardware.
- 17.6. Without the explicit consent of Supplier, Customer is not entitled to rent, sublet or otherwise make the Hardware available to third parties.

Article 18. Risk and insurance

- 18.1. The risk of loss, theft or damage to the Hardware shall rest with Customer throughout the rental period (after delivery), regardless of the cause of the damage.
- 18.2. Loss, theft or damage to the Hardware shall not affect Customer's agreed payment obligations. Any costs for repair or replacement of the Hardware shall be borne by Customer, except to the extent such costs result from normal wear and tear.
- 18.3. In the event of loss, theft or damage to the Hardware, Customer is obliged to notify Supplier thereof in writing without delay. Supplier shall

- use reasonable efforts to have the Hardware repaired or replaced within a reasonable period of time.
- 18.4. Customer shall keep the Hardware adequately insured (at its own expense) during the term of the Agreement against, inter alia, fire, water damage and theft.
- 18.5. Upon first request by Supplier, Customer shall provide copies of the policy for the aforementioned insurance and/or evidence of full and timely payment of premiums.

Article 19. Ownership of Hardware

- 19.1. The Hardware is and shall remain the property of Supplier. Nothing in the Agreement shall constitute a transfer of ownership of the Hardware to Customer or third parties.
- 19.2. Supplier may affix markings or labels to the Hardware (or the Software installed thereon) to identify the Hardware as the property of Supplier. Customer is expressly prohibited from modifying, removing or rendering illegible any such markings or labels.
- 19.3. If a third party intends to seize the Hardware ("beslag leggen"), establish rights over the Hardware or assert rights to the Hardware, Customer shall notify Supplier thereof in writing without delay. Customer hereby grants Supplier unconditional permission to enter any premises where the Hardware is located and to repossess the Hardware in such event.
- 19.4. The provision in the previous paragraph shall also apply if Customer suspects or should reasonably suspect that third parties seize the Hardware. Such suspicion shall in any event exist if Customer is no longer able to pay its creditors or knows that it will be unable to pay its creditors in the short term.
- 19.5. If the Hardware is seized by creditors of Customer or as a result of a dispute involving Customer, this shall not release Customer from its payment obligations.
- 19.6. Upon expiry or termination of the Agreement, Customer shall return the Hardware as soon as possible, but no later than within fourteen (14) days, in accordance with Supplier's instructions. If Customer fails to return the Hardware in a timely manner, Customer shall owe the agreed rental fee to Supplier for the entire period until the Hardware is returned.
- 19.7. Any costs associated with the return of the Hardware shall be borne by Customer. Customer shall ensure that the Hardware is adequately packaged and shall return the Hardware by insured shipment.

Article 20. Installation and configuration

- 20.1. Unless this forms part of the Services, Supplier is not obliged to install, configure or parameterise the Software, nor to implement the Software within Customer's existing IT environment. Customer shall be responsible for this, unless expressly agreed otherwise in writing.
- 20.2. Unless otherwise agreed, Customer shall be responsible for installing the Hardware at a location and in a manner of Customer's choosing.

- Customer shall strictly follow all instructions provided by Supplier and any instructions or documentation supplied with the Hardware.
- 20.3. Customer remains responsible for providing the correct power supply and network connections. If such facilities are not available, Supplier may not be able to carry out a correct and complete installation.
- 20.4. If needed, Customer shall provide Supplier or any third party engaged by Supplier with access to the designated location and shall provide the necessary cooperation for the installation of the Hardware.

Article 21. Backups

- 21.1. Supplier shall periodically make a backup of the Customer Data and the associated configuration stored via the Services.
- 21.2. Supplier shall create a new backup at least once every twenty-four (24) hours. Daily backups shall be retained for a period of thirty (30) days. Deleted or erased Customer Data will automatically leave the backups as it ages out of the thirty (30) day rotation cycle. Backups are not selectively editable, and this rotation constitutes the agreed erasure route for backup copies.
- 21.3. Supplier shall implement appropriate technical and organizational measures, including encryption-at-rest and encryption-in-transit, to ensure the availability, integrity, and confidentiality of the backups.
- 21.4. If a backup is restored, Supplier shall re-apply the erasures of personal data and the deletions of Customer Data made since the date of the backup, insofar as these appear from its audit records, so that a restore does not result in the resurrection of personal data that was previously erased. Supplier does not otherwise warrant that a restored backup reflects the state of the Customer Data at the time of the restore, and other changes made to Customer Data since the date of the backup may be lost.
- 21.5. Backups serve business continuity and disaster recovery purposes only and do not constitute an archive service for Customer. The restoration of individual records deleted by Customer itself is not included in the Services and shall be made available as professional services at the hourly rate set out in the pricing sheet or order form.

Article 22. Maintenance and support

- 22.1. Supplier shall use reasonable efforts to maintain the Software for Customer during the term of the Agreement by remedying errors and improving the overall operation of the Software. Supplier shall, as part of the maintenance, regularly and proactively inspect the Software for errors.
- 22.2. Supplier may release updates to the Software that address errors or add new features. Supplier shall make such updates available to Customer as soon as reasonably practicable. If, in the context of the maintenance activities, Supplier implements changes to the Software, Supplier shall ensure that such changes are also incorporated into the Documentation.

- 22.3. Supplier regularly carries out maintenance, adjustments or improvements of the systems, Software, networks or parts thereof which could lead to unavailability of the Software. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Software, then Supplier will attempt to carry out such maintenance as much as possible outside of Business Hours on business days or during non-business days and will endeavor to notify Customer in advance of the scheduled maintenance. However, Supplier is in no case liable to compensate any damage arising in connection with such maintenance, unless otherwise agreed by means of a Service Level Agreement. If Supplier considers that there is a danger to the functioning of its systems, network or Software, Supplier will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the Software is provided over the public internet, Customer is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. Supplier accepts no liability in this regard.
- 22.4. If the Software makes use of third-party software, or if Supplier makes use of third-party software in the provision of the Services, Supplier shall be dependent on the relevant suppliers for the maintenance of such software. Supplier shall use reasonable efforts to keep the third-party software used up to date, but shall be entitled not to install third-party updates if, in its expert opinion, this does not benefit the proper functioning of the Software or is not in the interest of Customer.
- 22.5. If the Software is integrated with or connected to third-party systems or services designated by Customer, Supplier shall not be liable for any errors, interruptions or reduced performance resulting from such integrations or connections, unless the error is demonstrably attributable to Supplier.
- 22.6. Supplier shall provide support to Customer with respect to the use of the Software during Business Hours, unless otherwise agreed in writing. Support requests may be submitted via the channels specified by Supplier (e.g., email, support portal). Supplier shall use reasonable efforts to respond to support requests within a reasonable timeframe, taking into account the nature and urgency of the request. Specific response times and service levels shall only apply if expressly agreed in a Service Level Agreement.
- 22.7. Supplier may perform scheduled and unscheduled maintenance on the Services. Supplier shall use reasonable efforts to provide Customer with at least forty-eight (48) hours' prior notice of scheduled maintenance that Supplier reasonably expects to result in unavailability of the Services exceeding thirty (30) minutes, except where urgent maintenance is required to address security vulnerabilities, data integrity issues, or other critical circumstances. Supplier shall not be liable for damages arising from or in connection with maintenance performed in accordance with this article, unless agreed otherwise in an SLA.

Article 23. Availability

- 23.1. Supplier shall perform reasonable efforts ("inspanningsverbintenis") to realize the uninterrupted availability of its systems, network and Software. The obligations of Supplier under this article are expressly qualified as obligations of means and not as obligations of result. Supplier does not warrant or guarantee that the Services will be available without interruption, delay, or error.
- 23.2. Customer acknowledges and accepts that:
- a. the nature of cloud-based services entails that temporary unavailability, reduced performance, or interruptions may occur;
 - b. Supplier's efforts shall be assessed against the standard of a reasonably competent supplier of comparable services, taking into account the pricing and nature of the Services; and
 - c. no specific service levels, response times, or uptime guarantees apply unless expressly agreed in a separate Service Level Agreement.
- 23.3. Parties may agree to enter into an SLA. The SLA shall specify the applicable service levels, response times, and any credits or remedies available to Customer in the event Supplier fails to meet such service levels. Such credits or remedies shall constitute Customer's sole and exclusive remedy for any failure to meet the service levels set forth in the SLA.

Article 24. Accounts

- 24.1. Supplier shall create one or more Accounts for Customer with administrative rights. The persons to whom these Accounts are issued may themselves create additional Accounts for additional End Users via the Software's administration functions where available, or by request to Supplier, subject to the license limitations as agreed in the quotation or Agreement.
- 24.2. Customer shall protect Accounts with a strong and unique password that is not used for any other online services or online accounts.
- 24.3. Supplier may implement additional functionalities to protect Accounts against unauthorized use (e.g. via 2FA or passkeys). Customer is responsible for enabling and configuring these functionalities if desired.
- 24.4. End-User Accounts are strictly personal and may not be shared with other persons. Customer shall treat usernames and passwords and other login credentials for Accounts as confidential. Station Accounts may be shared, but only by End Users working at the Hardware to which the Station Account is bound.
- 24.5. Supplier may assume that all actions performed via Customer's Account after login using Customer's credentials are carried out by Customer or are carried out under Customer's direction and supervision.
- 24.6. Supplier may use monitoring tools to detect suspicious login attempts or suspicious use of the Services. More information can be found in the Privacy Statement. If Supplier suspects that a third party is attempting to gain unauthorized access to the Account, or suspects misuse of an

Account, Supplier may take measures to prevent (further) misuse, without prior notice being required. This may result in the Account being (temporarily) blocked.

- 24.7. If the Customer's login credentials have been compromised, or if the Customer suspects that third parties have gained access to the Account, the Customer shall immediately take all necessary measures to prevent misuse. In any case, the Customer shall immediately reset the Account password. If the Customer requires support from Supplier, it is the Customer's responsibility to contact Supplier in a timely manner.
- 24.8. The obligations arising from this article for Customer shall explicitly also apply to the individual End Users. Customer is responsible for the use of the Services by such End Users and shall ensure that they strictly comply with the provisions set forth in this article. Customer hereby indemnifies Supplier against any claims from third parties that are directly or indirectly related to any act or omission of such End Users.

Article 25. Terms of usage

- 25.1. It is expressly not permitted to use the Hardware, Software and/or Services in violation of Dutch or other applicable laws and regulations, or for activities that are otherwise unlawful.
- 25.2. Without prejudice to the foregoing, it is expressly not permitted, whether lawful or not, to use the Services to store, process or distribute materials that:
- a. contain or refer to harmful content (such as viruses, malware, or other harmful software);
 - b. infringe the rights of third parties (including but not limited to Intellectual Property Rights), or that are manifestly defamatory, libellous, offensive, discriminatory, or inciting to hatred;
 - c. constitute a violation of the privacy of third parties, including but not limited to the distribution, without consent or other legal basis, of personal data of third parties;
 - d. contain hyperlinks, torrents, or other references to (locations of) materials that infringe the Intellectual Property Rights of third parties.
- 25.3. Supplier may implement additional policies regarding the use of the Software. In that case, these policies will be published via the Software. Supplier reserves the right to amend the policies from time to time. Amended versions will also be published on the Software. Customer agrees, whether or not in advance, to these policies and shall strictly comply with the terms incorporated therein.
- 25.4. Supplier has no knowledge of the Customer Data and of the use of the Services by Customer and/or its End Users. Customer is responsible for ensuring that the Customer Data and the use of the Services are lawful and do not infringe the rights of third parties. Insofar as the Customer Data contains personal data, Customer is responsible for ensuring that it has a sufficient legal basis to process such data by means of the Services.

- 25.5. Customer shall refrain from using the Services in a manner that causes nuisance to other customers, or damage or risk to the functioning of the systems and networks of Supplier or third parties. Supplier is entitled to take all measures it reasonably deems necessary to prevent or mitigate such nuisance, damage or risk.
- 25.6. Supplier may recover from Customer any costs reasonably incurred in connection with the measures referred to in the previous paragraph.
- 25.7. Supplier is entitled to disclose the name, address and other identifying information of Customer or an End User to a third party who complains that Customer or an End User is infringing its rights, provided that the requirements arising from applicable law and/or case law have been met.
- 25.8. Customer shall indemnify Supplier against all claims, fines or other demands, on whatever grounds, that relate to the use of the Services by End Users in violation of the intended purpose of the Services or the terms of this Agreement. Customer shall furthermore indemnify Supplier against all claims or demands from End Users in connection with the Agreement or Services.

Article 26. Usage limits

- 26.1. Supplier is entitled to set limits on the capacity that Customer is permitted to use via the Services, such as a maximum amount of data storage, memory, computing power, data traffic, requests or calls. Where applicable, such limits shall be set out in writing.
- 26.2. If Supplier has not set a specific limit, a limit based on “fair use” shall at all times apply. Excessive use of the Services is expressly prohibited. Excessive use shall in any event be deemed to occur if Customer uses more than three (3) times the amount of capacity used by other customers who use the Services under comparable circumstances. Supplier reserves the right to further elaborate the fair use policy and to amend this policy from time to time. Customer shall be notified of the amended policy at least 30 days in advance.
- 26.3. If Customer exceeds the usage limits, Supplier may charge additional costs for the excess usage based on the agreed prices. If no specific prices have been agreed in advance, Supplier shall apply its customary prices at the moment the limits are exceeded.
- 26.4. Exceeding the usage limits may result in the Services not functioning or not functioning properly. Supplier shall not be liable for any damage suffered by Customer or third parties as a result thereof.

Article 27. Governing law and jurisdiction

- 27.1. The Agreement shall be governed by the laws of the Netherlands, unless mandatory rules of law or public policy (ordre public) dictate that other laws apply to the Agreement.
- 27.2. Terms in the Agreement in the English language shall be interpreted in accordance with the laws of the Netherlands. Any legal concepts or definitions under UK, US, or other foreign legal systems that may relate to the same English language terms will not be applied.

- 27.3. All disputes between Parties, whether directly or indirectly related to the Agreement, shall be submitted to the competent court in the district where Supplier has its principal place of business.

Article 28. Miscellaneous

- 28.1. If any provision of the Agreement is found to be null, voidable, or otherwise invalid, this shall not affect the validity of the Agreement as a whole. In such case, the Parties shall adopt one or more new provisions to replace it, which shall reflect the intent of the original provision as closely as legally possible.
- 28.2. Neither Party shall have the right to transfer ("overdragen") the Agreement to a third party, unless the other Party has granted its express written consent. This clause has proprietary effect ("goederenrechtelijke werking").
- 28.3. In deviation from the preceding paragraph, Supplier has the right to transfer the Agreement to a third party in the event of a restructuring, merger or acquisition, without requiring the consent or cooperation of the other Party.
- 28.4. The Parties shall promptly inform each other of any changes in name, registered office, legal form, telephone number, email address, or other relevant business and contact information.
- 28.5. Provisions which by their nature or purpose are intended to remain in force after termination of the Agreement, shall remain in full force and effect after such termination. This shall in any case include Article 11 (liability), Article 6 (Intellectual Property Rights), Article 9 (Confidentiality), Article 27 (Governing law and jurisdiction).
- 28.6. The Agreement is deemed to contain all arrangements between the Parties concerning the subject matter of the Agreement. The Agreement supersedes all arrangements, whether implicit or explicit, oral or written, made between the Parties regarding the subject matter prior to the conclusion of the Agreement.
- 28.7. The failure by either Party to exercise any right or to invoke any remedy shall not be construed as a waiver of that right or remedy.
- 28.8. Notices given by the Parties to each other pursuant to the Agreement shall always be made in writing. Notices sent by email shall be deemed to be in writing, provided that the identity of the sender and the integrity of the content are sufficiently established.

MODULE I: DATA ACT

This Module contains the articles that are relevant in the context of Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data (the "Data Act"). The Data Act requires that certain contractual provisions be included, which are set forth in this Module.

Article 29. Data Act

- 29.1. The following articles are included in response to the obligations applicable to Supplier when providing one or more Data Processing Services. The Data Processing Services that Supplier provides to Customer under the Agreement are referred to in this Module as **"Service"**.
- 29.2. If and to the extent the provisions contained herein prove to be in conflict with the Data Act, the Parties shall agree on new provisions that reflect the spirit and intent of the conflicting provisions as closely as possible, without being in conflict with the Data Act.
- 29.3. The terms capitalised in this Module shall, both in singular and plural form, have the meaning assigned to them in the General Terms and Conditions or, in the absence thereof, the meaning assigned to them in the Data Act.
- 29.4. The relevant Exportable Data and Digital Assets and other information obligations that Supplier has under the Data Act are further specified on Supplier's website. Data that constitutes trade secrets or that is exclusively generated internally by Supplier shall be excluded from transfer if this does not materially impede the switching process.
- 29.5. Supplier shall provide an online overview where Customer can find further information regarding the Exportable Data and Digital Assets that can be transferred in the event of a switch, data required for the internal operation of the Services that cannot be transferred, available switching procedures, file formats and data structures used, relevant standards and interoperability standards, and known restrictions and technical limitations in the event of a switch.
- 29.6. Supplier shall maintain an online overview of (i) the jurisdiction applicable to the ICT infrastructure deployed in the context of the Services, and (ii) the technical, organisational and contractual measures that Supplier has taken to protect Customer's data and Digital Assets against transfer to third countries or international authorities in violation of applicable laws and regulations. The online overviews referred to in articles 29.5 and 29.6 are available at: <https://portal.rmsgroup.com/data-act.html>. Supplier shall ensure that this overview remains permanently accessible and up to date.

Article 30. Switching Request

- 30.1. Customer has the right to submit a request to Supplier at any time, selecting one or more of the following options:

- a. switching to another provider of Data Processing Services ("**Switching Request**");
 - b. switching to an on-premises ICT infrastructure ("**Switching Request**");
 - c. deletion of its Digital Assets and Exportable Data ("**Deletion Request**").
- 30.2. In the request, Customer shall at minimum state which Data Processing Service the request relates to, its express choice as referred to in the previous paragraph and, if (also) opting for the option referred to in paragraph 1(a), all necessary (identifying) information about the relevant provider.
- 30.3. Once Supplier has received a Switching Request in accordance with this article, a notification period of two (2) months shall commence ("**Notification Period**"), unless a shorter period has been expressly agreed.
- 30.4. During the Notification Period, Customer has the right to change a choice previously communicated to Supplier pursuant to paragraph 1. In that case, Customer must submit a new request, and the previous request shall automatically lapse. Upon receipt of the new request, a new Notification Period of two (2) months shall commence in accordance with paragraph 3. After the expiry of the Notification Period, the choice made may only be changed with the prior consent of Supplier.
- 30.5. In the case of a Deletion Request as referred to in paragraph 1(c) of this article, Supplier shall delete the relevant Digital Assets and Exportable Data as soon as reasonably practicable after the expiry of the Notification Period, unless otherwise agreed. This obligation shall not apply to the extent that (i) this conflicts with statutory retention obligations applicable to Supplier, or (ii) Supplier is entitled to retain and use (parts of) the Digital Assets and Exportable Data, for example where Supplier has a right of use thereto under the Agreement.

Article 31. Transition Period and Retrieval Period

- 31.1. After the Notification Period, a transition period of a maximum of thirty (30) days shall commence ("**Transition Period**"), unless Customer has submitted a Deletion Request pursuant to Article 30.1.c. Where a Transition Period of thirty (30) days is not technically feasible, Supplier shall notify Customer thereof within fourteen (14) business days of receipt of the Switching Request. In that case, Supplier shall substantiate such technical infeasibility and shall specify an alternative Transition Period, which shall not exceed seven (7) months.
- 31.2. Customer has the right to extend the Transition Period once by a period that Customer considers more appropriate for the execution of the chosen form of switching, subject to Customer's obligation to act in good faith. Customer may communicate this choice to Supplier in writing either prior to or during the Transition Period. In doing so, Customer shall in any event specify the date on which the Transition Period will end.

- 31.3. During the Transition Period, Supplier shall:
- a. provide support for Customer's exit strategy in relation to the Service, including by providing relevant information, insofar as required pursuant to the Data Act;
 - b. provide reasonable assistance in the switching process;
 - c. act with due care to maintain business continuity and continue to provide the Service in accordance with the Agreement;
 - d. ensure that a high level of security is maintained during the switching process, particularly with regard to the security of data during transmission and the continued security of data during the retrieval period specified in paragraph 5 of this article, in accordance with applicable Union or national law; and
 - e. provide information about known risks to the continuity of the Service.
- 31.4. During the Transition Period, Customer shall:
- a. provide all information that Supplier requires to execute the Switching Request in a timely manner;
 - b. perform all actions relevant to Customer that are necessary to successfully complete the switching within the Transition Period, including exporting, where necessary converting and importing its Digital Assets and Exportable Data, and ensuring that the chosen target environment is adapted where necessary.
- 31.5. After the expiry of the Transition Period, Customer shall have a retrieval period of thirty (30) days to retrieve its Exportable Data and Digital Assets ("**Retrieval Period**"). After this period, Supplier shall delete the Exportable Data and Digital Assets that were directly generated by Customer or that directly relate to Customer, provided that the switching has been successfully completed as referred to in the following article, subject to statutory retention obligations or agreements to the contrary.
- 31.6. During the Notification Period, Transition Period and the subsequent Retrieval Period, the Agreement shall remain in full force and effect without amendment. If the remaining term is insufficient to cover the Transition Period, the Agreement shall be extended for the period required, at a pro rata price based on the pricing applicable to the Agreement as agreed.

Article 32. Determination of Successful Switching and Termination

- 32.1. No later than the end of the Transition Period, Customer shall notify Supplier in writing whether or not the switching process has been successfully completed.
- 32.2. The switching process shall be deemed successfully completed as soon as (i) Customer has confirmed in writing to Supplier that the switching process has been successfully completed; (ii) Supplier has determined on reasonable grounds that the switching has been successfully completed and has notified Customer thereof in writing, and Customer has not disputed this with reasons within seven (7) calendar days; or (iii)

Customer and Supplier have agreed on specific success criteria, those criteria have evidently been met, and this has been confirmed in writing by one of the Parties to the other Party, who has not subsequently disputed this with reasons within three (3) calendar days.

32.3. The Agreement shall terminate automatically and without any further notice being required if:

- a. the switching process has been successfully completed as referred to in this article; or
- b. at the end of the applicable Notification Period, if Customer has requested that the relevant Digital Assets and Exportable Data be deleted.

32.4. If it is apparent to Supplier that the Agreement has terminated pursuant to this article, Supplier shall send Customer written confirmation of the termination of the Agreement as soon as reasonably practicable thereafter.

32.5. Termination of the Agreement pursuant to this article shall relate exclusively to the relevant Data Processing Service(s) and shall leave the Agreement fully unaffected with respect to any other services.

Article 33. Switching Costs and Early Termination Fee

33.1. Supplier is entitled to charge Customer for costs incurred that directly arise from the execution of or assistance with the switching, unless this is not (or no longer) permitted under mandatory law. Standard switching assistance (including self-service exports in open formats and reasonable cooperation with the transition) is provided free of charge. Optional professional services requested by Customer that go beyond what is required under the Data Act, such as bespoke export formats, data transformation or mapping to a successor system, do not constitute switching costs within the meaning of this article and shall be charged at the hourly rate set out in the pricing sheet or order form. Supplier shall inform Customer in a timely manner of the nature and extent of any costs, with a clear specification of the cost elements.

33.2. If the Agreement is terminated early pursuant to the previous article, Customer shall, immediately and without any right of set-off, owe the following early termination fee as compensation for the early termination of the agreed committed term:

- a. all outstanding fees for the Service(s) delivered prior to the effective date of termination; and
- b. all unpaid fees covering the remainder of the term of the Agreement, as if the Agreement had not been terminated as a result of the switching, or, if mandatory law does not permit recovery at that level, the highest amount that mandatory law does permit.

33.3. For variable fees, such as pay-per-use or other consumption-based models: a fee based on a reasonable estimate to be made by Supplier of the usage that Customer would be expected to have made over the

period referred to in paragraph 2, based on Customer's historical average consumption in the preceding twelve (12) months or, if shorter, since the effective date of the Agreement.

Article 34. Parallel Use of Data Processing Services

- 34.1. If Customer wishes to use the Service simultaneously with one or more Data Processing Services from other providers ("Parallel Use"), this shall not be deemed a request within the meaning of Article 30.
- 34.2. In the case of Parallel Use, Supplier shall:
- a. act with due care to maintain Customer's business continuity and continue to provide the Service in accordance with the Agreement;
 - b. maintain a high level of security during Parallel Use, particularly with regard to the security of the relevant data during transmission and the continued security of such data, in accordance with applicable Union or national law.
- 34.3. If relevant data is extracted or copied for Parallel Use, Supplier is entitled to charge Customer for the associated data extraction costs. These costs shall be invoiced in arrears per month or, if a different invoicing period has been agreed, per that invoicing period.