GENERAL TERMS AND CONDITIONS WEAVER SAAS

January 2021_EN

Of Weaver Technologies B.V., with its registered office at Phoenixstraat 54, NL-2611 AM Delft, the Netherlands, listed in the Commercial Register of the Chamber of Commerce under number 58318836 (hereafter: the '**Supplier**').

Article 1.   Applicability of Terms and Conditions

1.1   These General Terms and Conditions apply to all quotes and proposals, offers, contracts, agreements and/or other legal relationships as part of which the Supplier provides products and/or services to the Client relating to the SaaS service, of any type and under any name whatsoever.

1.2   Any departures from, and additions to, these General Terms and Conditions will be valid only if they have been agreed between the Supplier and the Client in writing.

1.3   Unless expressly otherwise agreed between the Parties, the applicability of any terms of purchase or other terms and conditions of the Client is expressly excluded.

1.4   If any provision of these General Terms and Conditions is null and void or has been nulled, the remaining provisions of these General Terms and Conditions will remain in full force and effect. In that case, the Supplier and the Client will consult with each other with the objective of agreeing new provisions to replace the null and void or nulled provisions.

1.5   In the event of a conflict between any provisions of these General Terms and Conditions and the terms contractually agreed between the Supplier and the Client, the provisions of the Agreement will prevail, unless otherwise specified.

Article 2.   Definitions

2.1   The capitalized terms contained in these General Terms and Conditions have the meanings assigned to them in this article:

Client: a natural person or legal entity who or that enters into an agreement with the Supplier.

Service: facilitation of the use of the Software as a Service and support;

Documentation: the user manual(s) for the Software, drafted or provided by the Supplier;

Users: employees of the Client who are authorized to use the Service under the Client's supervision;

Active users per month: all Users indicated/activated as such within the Weaver domain of the Client in a (part of a) calendar month;

Bug: a demonstrable and reproducible flaw in the Software causing its functionality to deviate substantially from the description of the functionality contained in the Documentation;

Notice of Default: written summon in which a Party is given a reasonable amount of time (at least ten business days) to yet fulfil its obligations under this Agreement;

Server(s): one or more computer(s) managed on behalf of the Client which is/are used to host the Software and/or store data;

Software: the Weaver platform, including the tools belonging to the Client and provided to the Client for use.

Article 3.   Quotes and Offers

3.1   All quotes and offers are free of obligation, unless expressly stated otherwise in the offer in writing. The Client warrants the accuracy and completeness of the data provided by or on behalf of the Client to the Supplier on which the Supplier has based its offer.

3.2   The Supplier is under no obligation whatsoever to provide the Client with tools or resources for detecting or correcting data entry errors made by the Client. The Parties agree that the content of the Client's order, registration or instruction as received by the Supplier is correct. Data entry errors and other errors made in the submission of the order, registration or instruction will be at the Client's risk and expense.

Article 4.   Price and Payment

4.1   All prices are exclusive of Dutch value-added tax (VAT) and other charges imposed or to be imposed by the government. All prices issued by the Supplier will be stated in euros, and the Client will make all payments in euros.

4.2   The Client is required to pay the rates agreed for the Service. The licensing fees and if applicable any additional Support packages, are payable prior to the licensing period. Payments for extra Users and/or Extra spaces are payable at the end of a calendar month. Any other payments, including, but not limited to customization, are payable after the work in question has been completed, unless otherwise specified.

4.3   Unless otherwise agreed between the Parties, any fees associated with work performed on behalf of the Client on-site will be charged at the (hourly) rates applied by the Supplier. Any work performed on-site in the Netherlands will be calculated per part of the day (4-hour period). Work performed on-site on behalf of the Client outside the Netherlands will be calculated per day (8-hour period).

4.4   If the Client, according to the agreement signed between the Parties, consists of multiple individuals (natural persons) and/or legal entities, each of these individuals or legal entities will be jointly and severally liable to the Supplier to fulfil the Agreement.

4.5   If the Client is subject to a periodic payment obligation, the Supplier will be authorized, in accordance with the index or other criterion included in the Agreement, to adjust the applicable prices and rates in writing to the period specified in the Agreement. In addition, the Supplier will be authorized at any time to adjust the applicable prices and rates in writing subject to at least three (3) months' notice. If the Client, in the latter case, does not agree to the adjustment, the Client will be authorized to terminate the Agreement in writing within thirty (30) days following notification of the amendment of the Agreement effective from the date on which the new prices and/or rates would take effect.

4.6   In the event of late payment, the Supplier will be entitled:

   (I)   without a notice of default or notification being required, to charge the statutory interest on the full amount payable from the date on which payment should have been made until the date until the date on which the payment due has been received by the Supplier;

   (II)   to turn over the account to a third party for collection after notice of default. The Client will reimburse all the expenses the Supplier and the third party are compelled to incur in order to collect the amount payable, including legal fees, court fees and out-of-court fees, the latter at a minimum of fifteen (15) per cent of the amount outstanding, unless this would be unacceptable (due to the amount outstanding) according to the standards of reasonableness and fairness. A notice of default may be sent electronically if the Client has opted for electronic payment or if payment was made following receipt of an electronic invoice; and

   (III)   to suspend the Service until the amount payable has been received in full.

Article 5.   Term and Termination of the Agreement

5.1   If and to the extent that the Agreement signed between the Parties is a long-term agreement, the Agreement has been entered into for the period agreed between the Parties; otherwise, a period of one (1) year applies.

5.2   The Agreement will be tacitly renewed by a period of one (1) year each time, unless the Supplier or Client terminates the Agreement in time in writing (including by e-mail), subject to three (3) months' notice.

5.3   The Agreement can be terminated through rescission. The rescission must always be announced by registered letter. Both Parties will only be authorized to rescind the Agreement if the other Party has failed imputably in the fulfilment of its obligations under the Agreement and the defaulting Party, even after receiving a written Notice of Default from the injured Party specifying a reasonable period to remedy the failure, neglects to fulfil its obligations under the Agreement, and in the event that it has been established that the defaulting Party can or will no longer fulfil its obligations under the Agreement.

5.4   If the Client has already received services in the performance of the Agreement at the time of the rescission, these services and the related payment obligations will not be a subject of cancellation, unless the Client proves that the Supplier is in default with regard to a fundamental part of these services. Any amounts which the Supplier invoiced prior to the rescission in connection with the services which it already provided or delivered as required in the performance of the Agreement, will remain due and payable with due observance of the provisions of the foregoing sentence and will be immediately due and payable at the time of the rescission.

5.5   Except for the provisions contained elsewhere in the General Terms and Conditions, both Parties will be authorized to rescind the Agreement with immediate effect if one of the following circumstances occurs or is impending:

   a.   if a bankruptcy petition is filed on behalf of the other Party;
   b.   if the other Party is declared bankrupt;
   c.   if the other Party is granted a moratorium (temporary or otherwise);
   d.   if the other Party's business is terminated or is transferred to a third party in whole or in part;
   e.   if the other Party's business is wound up;
   f.   if the other Party suspends its current operations or a significant portion of the other Party's assets are seized, or if the other Party should otherwise be deemed to be no longer able to fulfil its obligations under the Agreement.

5.6   Section 408 of Book 7 of the Netherlands Civil Code does not apply in this case. The Client is not authorized to terminate a temporary contract for services prior to its expiry.

5.7   The Supplier will be authorized to rescind the Agreement if:

   a.   the Client has been found to have withheld essential information; or
   b.   The Supplier has a well-founded fear that the Client will not fulfil its obligations to the Supplier.

   The Supplier will not be liable to pay any compensation for damages in this case, unless otherwise provided for by law. The Client will remain liable to cover the expenses incurred and hours spent up to that time. The Supplier will be authorized to continue the Agreement instead of rescinding it and to invoice the additional work carried out.

5.8   Any obligations which, by their nature, are designed to continue on termination and/or rescission of the Agreement will remain in place following this date.

Article 6.   Confidentiality

6.1   If and to the extent that, in the performance of the Agreement, either Party gains access to confidential information relating to the other Party, the recipient Party will use this information solely for the performance of the Agreement and will restrict access to such information to individuals who require such access for this purpose. This does not apply to the

Supplier if and to the extent that the provision of the relevant data to a third party is necessary following a court ruling, a statutory regulation or for the proper performance of the Agreement by the Supplier. Data and information will be deemed to be confidential, in any case, if the Supplier or Client has designated it as such. The Parties will treat personal data confidentially at all times.

6.2 'Confidential information' does not include information which was already public at the time it was accessed or was revealed subsequently, or which the recipient Party has received from a third party without a duty of confidentiality having been imposed or the third party being bound by such duty. 'Confidential information' as related to the Supplier includes any and all information regarding the features, functionality and provision of the Service which has not been made public. 'Confidential information' as related to the Client includes any and all information which the Supplier has received from the Client in order to provide the Service.

Article 7.   Data Processing

7.1 If this is necessary for the performance of the Agreement, the Client will inform the Supplier in writing upon request regarding how the Client is fulfilling its obligations under the applicable personal data protection laws.

7.2 If the use of the Service involves personal data processing within the meaning of the General Data Protection Regulation (GDPR), the Client will be fully responsible for this data. The Supplier will be designated as the data processor and the Client will be designated as the data controller. The rights and obligations of the Parties will be provided for in a separate data processing agreement.

7.3 The Client and the Users will determine what information and data is to be stored and/or exchanged through the use of the Service, without the Supplier being privy to this information. The Client assures the Supplier that the content, use and/or processing of the data are not unlawful and do not infringe on any third-party rights. The Client indemnifies the Supplier against any and all third-party legal claims, on any basis whatsoever, in connection with this data or the performance of the Agreement.

7.4 The Client indemnifies the Supplier against any and all claims brought by individuals whose personal data has been recorded or processed or is held by the Client as part of data processing or for which the Client is responsible, unless the Client proves that the facts underlying the claim are attributable to the Supplier.

Article 8.   Security

8.1 If the Supplier is required, pursuant to the Agreement, to provide for a form of information security, such security will meet the specifications regarding security agreed between the Parties in writing. The Supplier cannot warrant that the information security will be effective under all conditions. If a security measure specified in the Agreement is not available or not provided, the security measures will satisfy a level which, having regard to the state of the art, the sensitivity of the data and the costs associated with the security, shall not be unreasonable.

8.2 The Client will keep the access codes and identification codes provided confidential and may only be share these with authorized employees from its own organization or with authorized suppliers of the Client. The Supplier will be authorized to modify any access codes or identification codes and certificates it has been assigned.

8.3 The Supplier will not be liable for any misuse of access codes or identification codes and can assume that a user who utilizes these access codes or identification codes of an active user is actually the active user in question. As soon as the Client is aware, or has a reason to assume, that unauthorized individuals have gained access to identification codes or access codes, the Client will immediately inform the Supplier of this in writing or by telephone, notwithstanding the Client's own obligation to immediately take effective measures.

8.4 The Client is responsible for acquiring and maintaining hardware and any ancillary services

which are necessary for accessing, connecting to and using the Service. The Client is also responsible for maintaining the security of the hardware.

8.5 The Supplier will not be liable in any manner for any incompetent use of the Service by the Client or an End User. If a certain type of conduct on the part of the Client or its Users jeopardizes the operation of the Software, the Supplier will be authorized to temporarily or permanently deny or prevent access to the Software by an End User, following an initial written warning, including a written reminder.

Article 9.   Intellectual Property Rights

9.1 The intellectual property rights pursuant to the Agreement or the Service provided to the Client will remain vested in the Supplier or in the third party from whom or from which the Supplier acquired the right to make this Software (or part thereof) available to the Client.

9.2 The (intellectual) property rights to the data entered by the Supplier are vested in the Client or in the rightsholder(s) of this data, including the data which is based on or derived from the Client's data and which were provided to the Client for the provision of the SaaS service.

9.3 If the Supplier believes it is likely that it will be established that the Software provided by the Supplier infringes on any third-party rights, the Supplier will be authorized, at its discretion, (I) to ensure that the Client will be able to continue using the Software provided, or (II) to suspend the provision of the relevant SaaS service on payment of a reasonable fee for the use thereof and possible repayment of the excess amount, or (III) to provide alternative Software which, in the Supplier's reasonable opinion, is equivalent to the Software being replaced. Any further liability, obligation for further fulfilment or obligation to pay compensation is hereby excluded. The Client will inform the Supplier immediately of the existence and nature of such claims. The Client undertakes to provide the Supplier with any and all information which may be reasonably necessary, and to cooperate with the Supplier as required. If and to the extent that the alleged infringement was caused by changes in the Service provided which have been implemented by the Client or by a third party on behalf of the Client, by the use of Software in conjunction with Software not provided by the Supplier or as a result of use for a purpose or in a manner other than for which the Service was developed or designed, the Supplier will hold the Client liable for the implications thereof.

9.4 The Client warrants that it, if and to the extent that it has been provided with materials or data under the Agreement, it is authorized to do so and that these materials and data do not infringe on any third-party rights. The Client indemnifies the Supplier against any third-party claims based on the claim that such provision, use, maintenance, editing, installation or integration infringes on any rights of such third party.

9.5 The Client will not be authorized to remove or alter any copyright specifications, trademarks or other indications of the rightsholder to intellectual property rights from the Software supplied. The above also applies to announcements stating that specific information is of a confidential nature.

Article 10.   Parties' Obligations

10.1 In order to facilitate the proper performance of the Agreement by the Supplier, the Client will always provide the Supplier with the data or information reasonably requested by the Supplier and will do so in a timely manner. The Supplier will be required to perform the Agreement to the best of its knowledge and ability.

10.2 If the Supplier is confronted, in the performance with the Agreement and/or the provision of the Service, with any facts or circumstances which could potentially hinder the progress of its work, the Supplier will notify the Client as soon as possible.

10.3 The Client will provide the Supplier in a timely manner with all data which the Supplier requires for the proper performance of the Agreement and will cooperate as necessary.

10.4 If the data and information required for the performance of the Agreement or the provision of the Service are not available to the Supplier, or are provided too late or not in accordance with

the agreements or if the Client fails to satisfy its obligations in another manner, the Supplier will be entitled to suspend the performance of the Agreement or the provision of the Service and to charge the costs arising as a result, applying its standard rates.

10.5 The Client is responsible for the use of the Service and the manner in which the results of the Service are used. The Client is responsible for providing instructions to, and the use by, Users. The Client warrants that the Users possess the requisite knowledge and experience to use the Service.

10.6 The Supplier will notify the Client without delay if any circumstances occur which result in an amendment of the engagement and/or the estimated commitment and duration. The Supplier will be authorized to send additional invoices if such circumstances were to occur and will report this to the Client before taking the appropriate action. The Client will be deemed to have agreed to the performance of the additional work and the related costs and charges if the Client has allowed the additional work to be performed without confirmation in writing and within a reasonable period of time that it does not wish for the work to be carried out.

Article 11. Service

11.1 The Supplier will provide the Service to the Client during the term of the Agreement. On commencement of the Agreement and on request, the Supplier will provide account details for the purpose of using the Service.

11.2 The Client is authorized to permit Users within its organization to use the Services for the organization's internal purposes.

11.3 Unless expressly otherwise agreed between the Parties, the Supplier will not be required to perform additional work. If the Parties have agreed (other) additional work, this will be subject to the terms expressly agreed by the Parties in writing.

Article 12. Right of Use/Licence

12.1 The use of the Service includes the non-exclusive right to the regular use of the Software, without any entitlement to provision of a copy of the Software in any form or format whatsoever.

12.2 The right of use (license) to the Software is not transferable to third parties (third parties also include the Client's parent and sister companies and/or subsidiaries).

12.3 This right is restricted to the exclusive use of the Software for personal use. The Client is not authorized to use the Software for commercial purposes, including: distribution, sale, lease, representation, provision on a commercial or unpaid basis or any other form of trade/commerce.

12.4 If no other arrangements have been made, the right of use is limited to one (1) user.

12.5 The right of use will take effect after the Client has made payment and once the Client has fulfilled its other obligations.

12.6 The right of use is restricted to access to, and use of, the Software. Rights to the source code will not be provided.

12.7 The Supplier facilitates the use of the Service through its own hosting service.

12.8 Reverse engineering, de-compilation or any other form of change, modification or alteration of the Software provided into a human-readable format by the Client is prohibited, unless explicitly permitted under mandatory law or under the Agreement. In addition, it is not permitted to remove security features or circumvent technical restrictions (i.e. restrictions of use) in relation to the Software.

Article 13. Warranty and Maintenance

13.1 The Supplier will endeavour to keep the Service available to the Client without interruption, where 'availability' is understood to mean that the Service is actually provided on the Server. 'Availability' specifically does not include the existence of an operational point-to-point connection between the Client's systems and the Server, as the Client cannot exercise any

control over the Client's systems and the intermediate internet infrastructure.

13.2 The Software which is the subject of the Service is a generic product. The Supplier does not guarantee that the Software provided under the Agreement is error-free, is designed for the intended use or will otherwise operate without interruption at all times.

13.3 The Supplier will endeavour to remedy any Bugs in the Software within a reasonable period of time if and to the extent this concerns the Software developed by the Supplier in-house and the Client has described the errors in question in detail in writing. The Client can identify the Bug and this Bug can be reproduced. The Client will cooperate in any reasonable manner required when restoring the services.

13.4 In the event that the Bug in question does not relate to the Service or the Software but rather relates to (I) incompetent use, (II) user errors or (III) external causes, the Supplier will charge previously incurred expenses relating to the (incident) investigation and maintenance in accordance with the prices and rates applied by the Supplier.

13.5 The Supplier reserves the right to temporarily deactivate the Service for the purpose of maintenance of, and updates and upgrades to, the Supplier's computer systems. The Supplier will ensure that this deactivation takes place outside office hours to the extent possible and will inform the Client of the scheduled deactivation in a timely manner. The Supplier will never be liable to pay the Client any compensation whatsoever due to deactivation, as meant here.

13.6 The Supplier will be entitled to modify the Software intermittently without prior consent in order to improve its functionality, remedy Bugs and address security risks. The Supplier will endeavour to remedy any Bugs in the Software, but cannot guarantee that all Bugs will indeed be remedied. If a modification results in a change in functionality, the Supplier will inform the Client of this prior to the modification. As the Service is provided to multiple clients, it is not possible to cancel a specific application exclusively for the Client.

13.7 This article does not apply to Software which the Supplier purchases from third parties. With regard to the use, the availability and maintenance of third party Software, the Supplier can never be held accountable for more than agreed between the Supplier and its vendor.

13.8 The Supplier will back up the Client's data at least once per business day.

13.9 If the Client wishes to purchase additional services, the Supplier will provide an estimate for the provision of these services for approval prior to the planning and performance of the work. Unless otherwise agreed upon in writing, the work will be charged based on actual cost, including a clear breakdown of the various items.

13.10 The development or provision of customized solutions in addition to or derivation of the (standard) Software ('client-specific version') is possible based on a proposal submitted by the Supplier. The maintenance of customized software is excluded from regular maintenance and can also be offered by the Supplier as additional work based on a proposal submitted by the Supplier.

Article 14.   Support

14.1 The Supplier will provide assistance in the form of support in the use of the Service (and answer technical questions relating thereto), in the manner agreed with the Client in the Agreement. Support will be provided exclusively through the contact(s) designated by the Client in advance. While the Supplier will endeavour to answer the questions as adequately as possible, it cannot warrant the accuracy and/or completeness of the answers.

14.2 The Client can report any flaws or errors ('Bugs') in the Service in the manner specified in the Agreement. Reporting and resolving/fixing Bugs does not form part of the support services, but rather is included under maintenance, and the related costs will not be applied to the support to which the Client is entitled.

14.3 The use and scope of support provided to the Client is bound by the limitations as agreed with the Client in the Agreement or in absence thereof limited to a maximum of 8 (eight) hours of support a month.

Article 15. Liability

15.1 If a Party fails to fulfil one or more of its obligations under the Agreement, the other Party will provide it with a notice of default in writing and in as detailed a manner as possible, whereby a reasonable period is set for the repair of the flaw, with the exception of the provisions of subsection 4 of this article. The notice of default must contain as complete and detailed a description as possible, in order that the relevant party is provided with the opportunity to respond as required.

15.2 The liability of the Supplier for any losses incurred by the Client, irrespective of its basis, is limited to compensation of direct loss or damage up to a maximum of the amount of the price stipulated in the Agreement (exclusive of Dutch VAT). If the Agreement has a term of more than one year, the price stipulated for the Agreement is set at the total amount of the fees and charges (exclusive of Dutch VAT) stipulated for one year. A condition for any right to compensation is that the Client must report the loss or damage identified to the Supplier in writing as soon as possible after it has arisen. Any claim(s) for compensation against the Supplier will no longer be valid once twenty-four (24) months have elapsed since the claim arose, unless the Client brought a legal claim for compensation of the loss or damage prior to the expiry of this 24-month period.

15.3 'Direct loss' is defined exclusively as:
   (I) the expenses incurred by the Client for being compelled to keep its old system or systems and the related facilities operational longer than necessary due to the Supplier's failure to provide services by a legally binding date, excluding any savings resulting from the delayed services;
   (II) reasonable expenses, incurred in identifying the cause and scope of the loss or damage, to the extent that such identification relates to direct loss or damage within the meaning of this article;
   (III) reasonable expenses, incurred to avoid or mitigate loss, to the extent that the Client can demonstrate that these expenses have resulted in a limitation of direct loss or damage within the meaning of this article.

15.4 The Supplier cannot be held liable for any indirect or consequential loss or damage. Examples of such loss or damage include loss of profit, lost savings, loss of goodwill, the poor performance of third-party materials or software or business interruption, even if the Supplier is aware (of the possibility) that loss can or will arise. The Supplier will never be obliged to restore damaged or lost data.

15.5 With due observance of the provisions for intellectual property rights, the Client indemnifies the Supplier against any third-party claims on any basis whatsoever in relation to the compensation of loss, expenses or interest relating to the Agreement.

15.6 The exclusions and limitations of the Supplier's liability specified in subsections 2 to 5 of this article will be cancelled if and to the extent that the relevant loss or damage is caused by willful misconduct or deliberate recklessness on the part of the Supplier or its employees.

Article 16. Force Majeure

16.1 A Party will not be obliged to fulfil one or more obligations if it is prevented from doing so as a result of force majeure.

16.2 'Force majeure' is defined in these General Terms and Conditions – in addition to the relevant provisions under the law – as any and all external causes, anticipated or unforeseen, over which the Supplier cannot exercise any control, thereby preventing it from fulfilling its obligations. This includes strike and industrial action undertaken by third parties. 'Force majeure' is also understood to include imputable failure by any third parties or suppliers whose services have been engaged, not including financial obligations. The Supplier is also entitled to invoke force majeure if the circumstance preventing fulfilment or further fulfilment of the Agreement occurs after the Supplier should have honored its commitment.

16.3 If a Party is affected by a force majeure event, the Party in question will report this to the

other Party as soon as possible. The Parties will then consult with one another in order to reach a reasonable solution.

16.4 As soon as it becomes apparent that the force majeure event will take more than sixty (60) days, either Party will be entitled to rescind the Agreement in writing without being liable to pay any compensation whatsoever. Any services provided prior to this time will then be settled in proportion to the work completed.

Article 17. Transfer

17.1 The Supplier will be authorized to transfer the rights and obligations under the Agreement to third parties and will notify the Client accordingly. If the transfer of obligations to a third party is reasonably unacceptable to the Client, it will be entitled to terminate the Agreement within five (5) days of receiving the notification to this effect.

17.2 The Client will only be authorized to transfer its rights and obligations under the Agreement to a third party with the Supplier's prior written consent.

Article 18. Other Provisions

18.1 The Supplier is permitted to engage third parties in the performance of the Agreement. The Client is authorized to object to this and/or request additional information from the Supplier.

18.2 Any captions and headings contained in these General Terms and Conditions serve only for clarification purposes and are not intended as an explanation or interpretation of the relevant provisions.

Article 19. Applicable Law and Dispute Resolution

19.1 These General Terms and Conditions are subject to Dutch law.

19.2 Any disputes which might arise in response to these General Terms and Conditions or any further agreements or contracts resulting therefrom will be settled exclusively by the competent court in Rotterdam, the Netherlands.