General Terms and Conditions
License Partners Cloud Solutions B.V.

1. Agreements

1.1. These general terms and conditions ("General Terms and Conditions") apply to all Agreements (as defined in article 1.2 below) between License Partners Cloud Solutions B.V. (License Partners) and its contracting party (the Customer and/or the Supplier).

1.2. License Partners provides various products and services. The scope of the products and services contracted and any service-specific terms shall be set out in an Agreement. An Agreement comes into existence by means of a contract signed by both parties, a quotation issued by License Partners and signed or otherwise accepted in writing by the Customer or Supplier, or an order confirmation approved in writing by License Partners.

1.3. The Parties may deviate from these General Terms and Conditions in an Agreement. Any such deviation shall be valid only if expressly agreed and with reference to the amended article. Any purchasing or procurement terms of the Customer and/or Supplier are expressly excluded.

1.4. Offers and quotations issued by License Partners remain open for acceptance for 7 days from the date thereof, unless stated otherwise. License Partners shall not be obliged to accept any acceptance received after that period, but if it does so, that acceptance shall be binding for the Customer and/or Supplier.

1.5. If, after an offer has been made or an Agreement has been concluded, one or more cost price factors increase, License Partners shall be entitled to increase the quoted or agreed price accordingly, even if the increase results from circumstances that were foreseeable.

1.6. The preceding paragraph applies equally to subscriptions that become more expensive as a result of exchange rate fluctuations or vendor price changes.

1.7. The Customer may not require License Partners to supply at quoted prices or within quoted delivery periods in case one or more requested subscriptions and/or services are unavailable at the time of the order or will not become available within a reasonable period.

2. Services

2.1. License Partners shall use reasonable skill and care and use its best endeavours to perform the services properly and professionally, in accordance with the Agreement and the legislation applicable to License Partners. Unless otherwise agreed, License Partners shall be free to select

the personnel and/or subcontractors engaged in performing the services.

2.2. The Customer shall provide all co-operation and information requested by License Partners in full and in good time. The Customer acknowledges that the outcome of certain services depends on the information supplied by the Customer and that incorrect or incomplete information may render the results incorrect, incomplete or otherwise unreliable. The Customer is responsible for verifying and using the results of the services.

2.3. The Customer authorizes License Partners to perform administrative tasks on the Customer's behalf, such as registrations and confirmations. License Partners requires these actions in order to qualify for certain commercial terms with its own contracting parties. These terms are related to the services License Partners provides to the Customer. If License Partners requests it, the Customer shall provide all reasonable cooperation free of charge.

2.4. The Customer alone is responsible for deciding whether to follow advice given by License Partners. License Partners does not warrant that implementation of such advice by the Customer will achieve the desired result.

2.5. The Customer shall inspect and test the results of the services before they are brought into operational use. If the Customer brings the results of the services into operational use, the Customer shall be deemed to have accepted those results, including but not limited to any privacy settings and access rights.

3. Cloud Services

If the services relate, in whole or in part, to the provision of cloud services, such as subscriptions to Microsoft 365, the provisions of this article shall apply.

3.1. Cloud services are supplied by way of a subscription with the relevant cloud service provider. Such subscription is concluded between the Customer and the relevant cloud service provider for the use of the cloud service specified in the Agreement for the number of users as stated in the Agreement. The terms and conditions of that cloud service provider apply to the subscription. In order to use the subscription, the Customer must accept those terms and conditions. The Customer acknowledges that those terms and conditions may be amended from time to time. The Customer is responsible for compliance with them. License Partners is not a party to the subscription between the Customer and the cloud service provider.

3.2. Upon payment by the Customer to License Partners for the subscription, License Partners shall activate the Customer's subscription. Following activation, License Partners shall provide the Customer with the applicable login credentials or such other information as is required to use the subscription. If a subscription to Microsoft services has been agreed, the services shall be delivered in the manner described in the following article.

3.3. For the provision of Microsoft services, License Partners shall make a portal available. If the subscription concerns such services, License Partners shall create a customer account for the

Customer on the License Partners portal for the management of the Customer's Microsoft subscriptions, for example to add users to the subscription. The Customer shall keep the login details for the customer account confidential and shall not disclose them to any third party. The Customer is responsible for all acts carried out using the customer account.

3.4. The Customer is responsible for the IT environment required to use the subscription, such as end-user devices and internet access. The Agreement and the applicable terms and conditions of the cloud service provider may impose further requirements in respect of the IT environment to be used.

3.5. All acts carried out using the subscription and the cloud service shall be attributed to the Customer. The Customer bears full responsibility for the consequences of such acts. This includes full responsibility where a user incurs additional financial obligations, for example in connection with the use or purchase of additional functionality or the creation of additional accounts or authorisations. This applies irrespective of the formal authority of the relevant user acting on behalf of the Customer. In relation to acts giving rise to additional financial obligations, License Partners shall be entitled, but not obliged, to require advance payment before the additional service, functionality, user or authorisation may be used. For the avoidance of doubt, License Partners has no obligation to warn the Customer of, or monitor for, the incurring of additional financial obligations.

3.6. License Partners has no control over the performance of the subscription and accepts no responsibility or liability for that performance. Any service levels for cloud services are provided solely by the applicable cloud service provider, and unless explicitly agreed otherwise, License Partners provides support on best-effort level and does not guarantee service levels or response times. The Customer is solely responsible for ordering and/or terminating the correct cloud services, procuring sufficient licenses/subscriptions, using the cloud service, securing its own environment and making backups.

3.7. Subscriptions commence on the activation date and continue for the term set out in the Agreement and in the applicable license and other terms of use. Those terms also determine whether subscriptions entered into for a fixed term are automatically renewed and, if so, on what basis.

3.8. If the applicable terms provide for tacit automatic renewal and the Customer wishes the subscription to be terminated, the Customer shall notify License Partners no later than 1 month before expiry of the notice period under the subscription. Failing such notice, the subscription with the cloud service provider shall continue and License Partners shall invoice the Customer for the new term.

3.9. License Partners shall be entitled to suspend access to the cloud service with immediate effect if the Customer is in breach, without prejudice to any of License Partners' other rights.

3.10. License Partners shall have no liability if subscriptions cannot be delivered, or if access cannot be obtained to services delivered via the internet, to the extent that this results from

circumstances occurring outside of License Partners' systems. License Partners shall not be liable for shortcomings in the performance of the cloud service provider, unless and insofar as this is directly attributable to gross negligence or willful misconduct by License Partners.

4. Distribution

If the Agreement relates, in whole or in part, to the grant to the Customer of distribution rights for cloud services subscriptions, the provisions of this article shall apply.

4.1. The distribution right entitles the Customer to supply the (cloud) services specified in the Agreement to the types of users as specified in the Agreement. In the absence of such specification, the distribution right shall be limited to supply to end users. Distribution shall take place at the Customer's own cost and risk.

4.2. The distribution right is limited to the territory specified in the Agreement. In the absence of such specification, the territory shall be the country in which the Customer is located. This territorial limitation means that the Customer may not engage in active sales outside that territory.

4.3. The distribution right is granted on a non-exclusive basis. License Partners reserves the right to grant these or comparable distribution rights to other parties or to sell cloud services directly to users itself.

4.4. The agreement for the supply of a cloud service subscription is concluded between the Customer and the user. License Partners is not a party to that agreement and accepts no responsibility or liability for its performance. The Customer shall indemnify License Partners against all claims by the user arising out of the agreement between the Customer and the user.

4.5. The terms of use of the cloud service provider apply to the cloud services. The Customer shall pass those terms on to the user.

4.6. A subscription is concluded between the user and the relevant cloud service provider. The terms and conditions of the cloud service provider apply to the subscription. In order to use the subscription, the user must accept those terms and conditions. The Customer must inform the user in advance that those terms and conditions may be amended from time to time. License Partners is not a party to the subscription between the user and the cloud service provider. The Customer shall indemnify License Partners against all claims by the user arising out of the agreement between the user and the cloud service provider.

5. Purchase of Licences

If the Agreement relates, in whole or in part, to License Partners purchasing licenses from the Supplier, the provisions of this article shall apply.

5.1. The Supplier sells to License Partners the license rights to the standard software specified in the Agreement, without reservation.

5.2. Delivery shall take place by written specification of the relevant license rights. If any further acts are required in order to effect delivery, the Supplier shall carry them out immediately at License Partners's request.

5.3. The Supplier shall deliver the agreed licenses to License Partners within 10 days after the Agreement has been concluded.

5.4. In case the purchase relates to pre-used licenses, the Supplier warrants that:

5.4.1. the relevant license rights were first placed on the market within the European Union with the consent of the rights holder in return for payment of a one-off fee;

5.4.2. the relevant license rights are not limited in duration;

5.4.3. the relevant license rights have not been split up and are not otherwise incomplete;

5.4.4. all fees due to the rights holder in respect of the license rights have been paid in full;

5.4.5. it has fully informed License Partners of the most recent license terms and conditions of the rights holder applicable to the relevant software; and

5.4.6. the relevant copy of the software has been made unusable by the Supplier at the time of delivery to License Partners and remains unusable thereafter.

The above is in accordance with the applicable guidelines and conditions as confirmed by the European Court of Justice in its judgment of 3 July 2012 (C-128/11) and as set forth in the EU Software Directive (Directive 2009/24/EC).

5.5. The Supplier shall indemnify License Partners and its customers against all claims by rights holders in relation to the software arising from any breach of one or more of the above warranties and in respect of copyright infringement or breach of the licenses sold, to the extent that such claims are directly attributable to acts of Supplier under the relevant license rights.

6. Sale of Licences

Sale of pre-used licenses

In case the Agreement relates, in whole or in part, to License Partners selling pre-used licenses to the Customer, the provisions of this article shall apply.

6.1. License Partners sells to the Customer the license rights to the standard software specified in the Agreement, without reservation. Customer has the right to use the software in accordance with art. 5 of the Software Directive (2009/24/EU).

6.2. Delivery shall take place by written specification of the relevant license rights. If any further acts are required in order to effect delivery, License Partners shall carry them out at the Customer's request.

6.3. Any delivery periods stated by License Partners are estimates only, given with due care, and any failure to meet them shall not place License Partners in default.

6.4. License Partners warrants that:

6.4.1. the relevant license rights were first placed on the market within the European Union with the consent of the rights holder;

6.4.2. the relevant license rights are not limited in duration;

6.4.3. the relevant license rights have not been split up and are not otherwise incomplete;

6.4.4. the fees due to the rights holder in respect of the license rights are one-off fees; and

6.4.5. the relevant license rights are not being used by License Partners' suppliers at the time of delivery to the Customer, nor at any time thereafter.

The above is in accordance with the applicable guidelines and conditions as confirmed by the European Court of Justice in its judgment of 3 July 2012 (C-128/11) and as set forth in the EU Software Directive (Directive 2009/24/EC).

6.5. License Partners shall indemnify the Customer and its customers against all claims by rights holders in relation to the software in respect of copyright infringement or breach of the licenses sold, to the extent that such claims are directly attributable to acts of the Customer under the relevant license rights.

6.6. The Customer is solely responsible for ordering the correct version of a license. Once purchased, a license cannot be returned or exchanged without the written approval of License Partners.

Sale of new licenses

In case the Agreement relates, in whole or in part, to License Partners selling new licenses to the Customer, the provisions of this article shall apply.

6.7. The license agreement for new licenses is concluded between the Customer and the relevant software supplier. License Partners is not a party to this agreement. The license is subject to the terms and conditions of the software supplier. The Customer must accept these terms and conditions in order to be able to use the licenses and is responsible for compliance with them. The Customer is aware that the terms and conditions of the software supplier may change from time to time.

6.8. After payment by Customer to License Partners, License Partners will provide the access keys necessary to activate the license, unless otherwise agreed in writing. If any further acts are required in order to effect delivery, License Partners shall carry them out at the Customer's request.

6.9. Any delivery periods stated by License Partners are estimates only, given with due care, and any failure to meet them shall not place License Partners in default.

6.10. License Partners has no influence on the content or performance of the license agreement with the software supplier and is in no way responsible or liable for it. License Partners shall not be liable in any way if licenses cannot be delivered or activated insofar as this is the result of

circumstances beyond its control.

6.11. The Customer is solely responsible for ordering the correct version of a license. Once purchased, a license cannot be returned or exchanged without the written approval of License Partners.

7. Hardware

If the Agreement relates, in whole or in part, to License Partners selling hardware to the Customer, the provisions of this article shall apply.

7.1. License Partners shall sell and deliver the equipment and/or other goods in the nature and quantity set out in the Agreement.

7.2. License Partners does not warrant that, on delivery, the equipment and/or goods are suitable for the Customer's actual use and/or intended purpose unless expressly agreed otherwise in writing.

7.3. License Partners' sales obligation does not include assembly and installation materials, software, consumables or operating supplies unless expressly agreed otherwise in writing.

7.4. License Partners does not warrant that the assembly, installation and operating instructions accompanying the equipment and/or goods are free from errors.

7.5. The equipment and/or goods sold by License Partners to the Customer shall be delivered ex warehouse to the Customer. License Partners shall deliver, or arrange to be delivered, only to a place designated by the Customer if this has been expressly agreed in writing.

7.6. The costs of transport, insurance, crane and hoisting work, the hire of temporary facilities and similar items are not included in the agreed prices and shall be borne by the Customer.

7.7. If the Customer requests License Partners to remove or destroy old materials (such as networks, cabinets, cable trays, packaging materials, equipment, or data on equipment), and/or if License Partners is legally obliged to do so, License Partners may accept this request by means of a written order against its customary rates. If and to the extent License Partners is not legally permitted to accept payment (e.g., under the so-called 'old-for-new scheme'), it shall not request payment from the Customer.

7.8. If the parties have so agreed in writing, License Partners shall install, configure and/or connect the equipment and/or goods, or procure their installation, configuration and/or connection. The possible obligation of License Partners to install and/or configure equipment does not include performing data conversion and/or installing software. License Partners is not responsible for obtaining any necessary permits.

7.9. Only if agreed in writing shall License Partners be obliged to provide a trial set-up for any equipment in which the Customer is interested. License Partners may attach (financial) conditions to a trial setup. A trial setup entails the temporary installation of equipment in a standard configuration, excluding accessories, in a space to be provided by the Customer, before the Customer makes a final decision on whether or not to purchase the relevant equipment. The Customer is liable for the use, damage, theft, or loss of equipment that forms part of a trial setup.

7.10. The Customer shall provide an environment that meets the requirements specified by License Partners for the equipment and/or goods, including requirements relating to temperature, humidity and technical facilities.

7.11. The Customer shall ensure that work to be carried out by third parties, such as structural works, is performed properly and in good time.

7.12. In the event of material or manufacturing defects in the equipment and/or other goods sold, License Partners shall use reasonable endeavours to remedy those defects or arrange for them to be remedied within a reasonable period. Except for this duty of care, License Partners bears no responsibility or liability whatsoever for material and manufacturing defects.

8. Delivery, Fees, and Payment

8.1. All prices are in euros and exclusive of VAT and any other taxes, duties or import levies that may be charged or introduced in connection with the performance of the Agreement, unless explicitly agreed otherwise.

8.2. Services shall be performed at the rates stated in the Agreement or, failing that, at License Partners' standard rates. Furthermore, some activities, for example as referred to in Article 3.5, may result in additional fees. Fees may be adjusted in accordance with the provisions of the Agreement, these General Terms and Conditions and the terms of the cloud service provider. License Partners may increase or index its rates in the interim. Travel and accommodation expenses and other expenses incurred in the context of the services will be charged separately.

8.3. Unless otherwise agreed, subscriptions and maintenance and support services shall be invoiced in advance, licenses and hardware upon delivery, and services monthly in arrears.

8.4. Unless otherwise agreed, License Partners may perform the Agreement in parts and invoice each part separately.

8.5. The Customer shall pay License Partners in full and on time the agreed fees for the services supplied by License Partners, in accordance with the payment terms stated on the invoice. In case no payment term is stated in the Agreement, the payment term shall be 14 days from the invoice date. Invoices must be paid in the currency in which they were invoiced.

8.6. All rights and/or goods delivered to the Customer shall remain the property of License Partners until all amounts owed by the Customer to License Partners have been paid in full. A Customer acting as a distributor may sell and deliver all goods subject to License Partners' retention of title to the extent customary in the normal course of its business.

8.7. If the Customer disputes the amount of an invoice, it must notify License Partners in writing of its objections within 8 days after the invoice date. Failing such notice, the invoice shall be deemed accepted. Objections to an invoice do not affect the Customer's obligation to pay the invoice in full within the payment term. Amounts overpaid will, at License Partners' discretion, be refunded or offset against the next invoice.

8.8. If the Customer fails to pay any periodic subscription fee when due, the Customer shall be in default by operation of law without any notice of default being required. The Customer shall owe an interest of 1.5% per month on the overdue amount from the moment of default, unless the statutory commercial late payment interest is higher, in which case the statutory commercial late payment interest applies.

8.9. If the Customer is in default, both License Partners and the cloud service provider are entitled to suspend or terminate the (cloud) subscriptions and/or services to the Customer, without prejudice to their other rights.

8.10. In the event of the Customer’s liquidation, bankruptcy or suspension of payments, License Partners’ claims against the Customer and the Customer’s obligations towards License Partners shall become immediately due and payable.

8.11. Any payments made by the Customer shall first be applied to all interest and costs due, secondly to the oldest due and payable invoices, even if the Customer states that the payment relates to a later invoice.

8.12. The Customer waives any right of set-off or suspension.

8.13. In the case of an Agreement jointly with more than one Customer, each Customer shall be jointly and severally liable for payment of the full invoice amount.

8.14. A complaint regarding any particular performance does not suspend the Customer’s obligation to pay for that performance or for any other performance.

8.15. The Customer expressly authorizes License Partners to assign the receivable represented by the invoice to a third party, such as a factoring company.

9. Liability

9.1. If License Partners is liable, its aggregate liability shall be limited to the invoice value of the part of the Agreement to which the liability relates, with an absolute maximum of EUR 100,000.

9.2. The limitation of liability set out in the preceding paragraph shall not apply where the damages are caused by intent or deliberate recklessness on the part of License Partners or its personnel.

9.3. License Partners shall never be liable for any indirect or consequential damages suffered by the Customer and/or Supplier or any third party, including loss of profit, loss of savings, loss of data and loss due to business interruption. License Partners shall not be liable for direct or indirect damages that may (partly) arise from the implementation of advice provided by License Partners. License Partners shall also never be liable for damages caused by the (inappropriate or not) use of the (cloud) services by the Customer. License Partners shall never be liable for damages resulting from exceeding an execution or delivery deadline.

9.4. Any right to compensation shall lapse in case the Customer or Supplier has failed to take immediate measures after the occurrence of the damages in order to limit the damages, and/or in case the Customer or Supplier has not notified License Partners of all relevant information within 3 weeks after the occurrence the damages (or the moment the Customer or Supplier should reasonably have discovered the damages).

10. Force Majeure

10.1. For the purposes of these General Terms and Conditions, force majeure includes, in addition to what is understood by that term in law and case law, all external causes, foreseen or unforeseen, over which License Partners has no control but which prevent License Partners from performing its obligations.

10.2. License Partners shall also be entitled to rely on force majeure if the circumstance preventing further performance occurs after License Partners should have performed its obligation.

10.3. During a force majeure event, License Partners' obligations shall be suspended. If the period during which performance by License Partners is impossible lasts longer than two months, either party shall be entitled to terminate the Agreement without obligation to pay damages to the other party.

10.4. If, when force majeure occurs, License Partners has already partially performed its obligations or can only partially perform them, it may invoice the part already performed or still capable of performance separately, and the Customer shall pay that invoice as if it were a separate Agreement.

11. Interim Termination

11.1. Both parties may terminate an Agreement in the cases provided for by Dutch law. In addition, either party may terminate an Agreement if the other party becomes insolvent, is declared

bankrupt or discontinues its business.

11.2. If, at the time of termination, the Customer has already received performance in execution of the Agreement, that performance and the related payment obligations shall not be subject to reversal unless License Partners is in default in respect of that performance. Amounts invoiced by License Partners prior to termination remain due in full, subject to the preceding sentence, and become immediately due and payable to the extent not yet paid.

11.3. Article 7:408(1) of the Dutch Civil Code shall not apply.

11.4. If the Customer is in default, License Partners shall be entitled to pause or terminate the subscription with the cloud service provider on the Customer's behalf.

12. Governing Law and Dispute Resolution

12.1. Every quotation and Agreement between License Partners and the Customer or Supplier shall be governed by Dutch law.

12.2. The courts having jurisdiction at the place of License Partners' registered office shall have exclusive jurisdiction to hear disputes between License Partners and the Customer.

12.3. The agreement between the cloud service provider and the Customer, or between the hardware supplier and the Customer, shall be governed by the law and dispute resolution provisions designated by that third party.

13. Miscellaneous

13.1. The parties shall keep confidential all information disclosed by one party to the other before, during or after the term of the Agreement, where that information is confidential in nature or has been designated as confidential. The parties shall also impose this confidentiality obligation on their respective employees as well as on any third parties engaged by them for the execution of the Agreement.

13.2. The parties agree that, during the term of the Agreement(s) and for one (1) year thereafter, neither party shall employ or otherwise engage, directly or indirectly, any employee of the other party who has been involved in the performance of the Agreement(s), without the prior written consent of the other party and payment to the other party of a reasonable compensation for recruitment, selection and training costs. Unless prohibited by rules of mandatory law, such compensation shall be set at at least €20,000 (twenty thousand Euros).

13.3. The parties shall comply with their obligations under applicable laws and regulations, including obligations relating to the protection of personal data. With regard to cloud services, unless otherwise agreed, the cloud service provider shall act as a processor and the Customer must enter into a data processing agreement with the cloud service provider for this purpose, and not with

License Partners. If, in the context of the provision of cloud services or services, License Partners processes personal data as a 'processor' on behalf of the Customer, the Customer shall enter into a data processing agreement with License Partners prior to the provision of personal data, based on License Partners' standard data processing agreement. Unless explicitly agreed otherwise, License Partners shall assume that no special categories of personal data will be processed in the context of the provision of (cloud) services. To the extent that the Customer makes personal data available to License Partners that are necessary for the performance of the services, the Customer warrants that the necessary legal basis exists for this processing of personal data. If this legal basis is not present, the Customer shall indemnify License Partners against all potential claims relating thereto.

13.4. If any provision of an Agreement is or becomes void or unenforceable, this shall not affect the validity of the Agreement as a whole. In that event, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that, so far as possible, reflects the purpose and effect of the original provision.

13.5. Neither party may transfer its rights or obligations under an Agreement to a third party without the prior written consent of the other party, save that License Partners may transfer an Agreement within its group of companies.

13.6. License Partners may amend these General Terms and Conditions unilaterally. License Partners shall notify the Customer and/or Supplier in writing of any such amendment. There shall be a notice period of at least thirty (30) days between the notification date and the effective date of the amended General Terms and Conditions. The Customer and/or Supplier shall be deemed to have accepted the amended General Terms and Conditions unless the Customer or Supplier notifies License Partners in writing within the notice period. In the event of an objection by the Customer or Supplier to the amended General Terms and Conditions, the unamended General Terms and Conditions shall remain in force until the completion or termination of all current Agreements.

13.7. These English General Terms and Conditions of License Partners are a translation of the original Dutch General Terms and Conditions of License Partners. The Dutch version has been prepared and adopted as the legally binding version. This English translation is provided for convenience purposes only. In the event of any discrepancy, inconsistency, ambiguity, or conflict between the English version and the Dutch version, the Dutch version shall prevail and be binding.