



## TERMS & CONDITIONS

### Article 1. Applicability of the Uncover Terms & Conditions

- 1.1. These Uncover Terms & Conditions (hereinafter also to be referred to as: these general terms and conditions) apply to all agreements pursuant to which Uncover provides services of any nature whatsoever and under whatever name to the customer.
- 1.2. Deviations from and additions to these general terms and conditions shall only be valid if they are agreed between the parties in writing.

### Article 2. Order

- 2.1. The customer guarantees the accuracy, correctness and completeness of the information provided or provided on its behalf to Uncover and on which Uncover has based the offer included in the services agreement.

### Article 3. Fees and payment

- 3.1. All prices are exclusive of turnover tax (VAT) and other taxes and levies imposed by the tax authorities.
- 3.2. All prices stated by Uncover are in euros (EUR) and the customer must make all payments in euros.
- 3.3. Uncover shall invoice the customer the fee for the services agreed on with the customer in advance and on a monthly basis.
- 3.4. Unless indicated otherwise on the invoice or as agreed between Uncover and the customer, any sums due are paid by the customer within **fourteen days** of the date of the invoice.
- 3.5. The customer may neither suspend any payments nor set off any of the sums due.
- 3.6. If the customer fails to pay sums due or fails to do so on time, the customer shall owe default interest of 1% per month on the outstanding sum without a demand for

payment or a notice of default being required.

- 3.7. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, Uncover shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Uncover's other legal and contractual rights.
- 3.8. All payments made under the services agreement are non-refundable, except as specifically provided in the services agreement.
- 3.9. Information from Uncover's records and administration shall count as full conclusive evidence with respect to the activities performed by Uncover and the sums due by the customer for these activities, without prejudice to the customer's right to produce evidence to the contrary.
- 3.10. If it should be apparent from the services agreement that the customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards Uncover for the performance of the services agreement.
- 3.11. For any periodic payment obligations, Uncover may adjust the applicable prices and rates in writing with due observance of a period of thirty days. If the customer does not agree to the adjustment, the customer shall be entitled to terminate the agreement in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

### Article 4. Confidentiality

- 4.1. The customer and Uncover ensure that strict secrecy is observed with respect to all

- information received from the other party, as required to perform the activities under the services agreement or otherwise, or encountered while performing such activities, that the receiving party knows or should reasonably know is confidential, and that reasonable safeguards are put into place and maintained throughout the term of the services agreement to protect such confidential information against misuse, leakage, unauthorised access, and theft etc.
- 4.2. The duty of confidentiality shall not apply to Uncover if and insofar as Uncover is required to provide the information concerned to a third party in accordance with law, or if and insofar as doing so is necessary for the proper performance of the services agreement by Uncover.
- 4.3. The party that receives the confidential information may only use it for the purpose for which it was provided and shall not sell this information or otherwise make it available or disclose it to third parties, fully or partially.
- 4.4. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties. The customer acknowledges that software originating from Uncover is always confidential in nature.

#### **Article 5. Privacy and data processing**

- 5.1. During the performance of the services under the services agreement, Uncover may encounter, or otherwise process, information belonging to customer which qualifies as personal data in the sense of Regulation (EU) 2016/679 (the General Data Protection Regulation or 'GDPR') ('**Personal Data**'). With regard to Personal Data, Uncover qualifies as data processor, and customer as data controller. Each party (customer as data controller and Uncover as data processor) will comply with applicable data protection legislation as defined in the data processing agreement entered into

between them as part of the services agreement.

#### **Article 6. Security**

- 6.1. Uncover is entitled to adapt the security measures from time to time if this should be required as a result of a change in circumstances.
- 6.2. The security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
- 6.3. The access or identification codes provided by Uncover to the customer are confidential and must be treated as such by the customer and may only be made known to authorized users in the customer's own organization. The customer is responsible for managing these authorisations and for providing and duly revoking access and identification codes.
- 6.4. The customer must adequately secure its systems and infrastructure and always have active antivirus software protection.
- 6.5. Uncover is at any time permitted to install technical and organisational facilities to protect hardware, data files websites, software made available, software or other works to which the customer has been granted access, whether directly or indirectly, also in connection with a restriction agreed on in the content or the duration of the right to use these objects. The customer may not remove or circumvent any of such technical facilities or have these removed or circumvented.

#### **Article 7. Authorization and customer restrictions**

- 7.1. Neither Customer nor its authorised users may: (i) resell or redistribute the services, (ii) allow multiple users to directly or indirectly access any service that is made available on a per-user basis, (iii) access the services

in order to build a competitive product or service, or (iv) reverse engineer the services.

- 7.2. Without limiting any of Uncover rights under the services agreement, an authorised user's actual or suspected violation of the terms in this section 7 may result in suspension of such authorised user's use of the services. Uncover will suspend such authorised user's use of the services only to the extent, and for the time period, reasonably necessary to address said violation. Unless Uncover believes an immediate suspension is required, Uncover will provide reasonable notice before suspending the authorised user's use of the Services.

#### **Article 8. Risk transfer**

- 8.1. The risk of loss, theft, misappropriation or damage of items, information (including usernames, codes, and passwords), documents, software or data files that are created, supplied or used in the context of performing the services agreement shall pass to the customer at the time at which the customer or an auxiliary person of the customer comes into actual possession of the items and information referred to.

#### **Article 9. Intellectual property**

- 9.1. All intellectual property rights to the software, websites, data files, databases, hardware, as well as other materials such as analyses, designs, documentation, reports, offers, including preparatory materials for these materials, developed or made available to the customer under the services agreement are and remain held exclusively by Uncover. Nothing in the services agreement is, nor shall be deemed to be, any transfer of intellectual property rights owned by Uncover to the customer. The customer is solely granted the rights of use laid down in these general terms, in the services agreement entered into by parties

in writing and in applicable law. A right of use accorded to the customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

- 9.2. If Uncover is prepared to undertake to transfer an intellectual property right, such commitment may only be undertaken expressly and in writing.
- 9.3. The customer may not remove or change any indication concerning the confidential nature of the software, websites, data files, hardware or materials or with respect to copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, hardware or materials, or have any such indication removed or changed.
- 9.4. Uncover indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by Uncover itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs Uncover in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Uncover. The customer shall provide the powers of attorney and information required to Uncover and assist Uncover to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) materials made available to Uncover by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without Uncover's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by Uncover itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of Uncover, there

is a good chance that such an infringement is occurring, Uncover shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. In case such continued use is not possible, Uncover shall refund any prepaid amounts for the remaining term of the services agreement (if any). Any other or further obligation to indemnify on the part of Uncover due to infringement of a third party's intellectual property right is excluded.

- 9.5. The customer guarantees that making data files and/or other materials and/or designs available to Uncover for the purpose of use, or integration does not infringe any rights of third parties. The customer indemnifies Uncover against any claim of a third party based on the allegation that such making available, use, or integration infringes a right of that third party.
- 9.6. Uncover is entitled to use the customer's figurative mark, logo or name in its external communication.

#### **Article 10. Performance of services**

- 10.1. Uncover performs its services, which shall be delivered on a Software-as-a Service basis, with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with the customer in writing. All services provided by Uncover, its licensors or its subcontractors are performed on a best-efforts obligation basis unless and insofar as Uncover has expressly promised a result in the written services agreement and the result concerned has also been defined with sufficient determinability in the services agreement.
- 10.2. Uncover may continue to provide services using a new or modified version of the software. Uncover is not obliged to maintain, modify or add certain features or

functionalities of the service or software specifically for the customer.

- 10.3. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Uncover's reasonable control. Uncover shall use reasonable efforts to provide advance notice by e-mail of any scheduled disruption of the Services. When notified by Customer, Uncover shall use reasonable endeavours to resolve errors, omissions or bugs. Uncover shall not allow the period during which the Services are out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.
- 10.4. The customer may only use the services for its own organization or company. The customer may not allow third parties (except its affiliated companies as long as they are affiliates) to make use of the services provided by Uncover in the field of services.
- 10.5. Uncover is not liable for any damage suffered or costs incurred as a result of the use or misuse that is made of access or identification codes or certificates or any other security means unless the misuse is the direct result of any intent or deliberate recklessness on the part of Uncover's management.

#### **Article 11. Guarantee**

- 11.1. Uncover does not guarantee that the software and/or services will be uninterrupted or error free; nor does it make any warranty as to the completeness, accuracy, availability, or timeliness of (the results of) the services.
- 11.2. Uncover shall make efforts to fix errors in the software within a reasonable period. Where there are grounds for doing so, Uncover may postpone the fixing of defects until a new version of the software is put into operation. Uncover does not guarantee

that defects in software that it has not developed itself shall be fixed. Uncover is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

- 11.3. Uncover does not guarantee that the software made available and held in the context of the services shall be adapted to changes in relevant legislation and regulations on time.

#### **Article 12. Obligations to cooperate and provide information**

- 12.1. Uncover and the customer agree that to enable proper performance of the services agreement by Uncover, proper and timely cooperation of parties is of the essence. The customer undertakes to always cooperate fully, within reason, and in time and shall always provide all information reasonably required in a timely manner.
- 12.2. The customer guarantees that the data, information, designs and specifications provided by or on behalf of the customer to Uncover is or are accurate and complete. If the data, information, designs or specifications provided by the customer contain inaccuracies apparent to Uncover, Uncover shall contact the customer to make enquiries about the matter.
- 12.3. If, in connection with Uncover's services and products, the customer makes software, equipment or other resources available to Uncover, the customer guarantees that all licenses or approvals that Uncover may require in relation to these resources shall be obtained.
- 12.4. The customer is responsible for the management, including checking parameters and settings, and use of the services provided by Uncover, and the way in which the results of the services are used. The customer also carries responsibility for the use made by users of the results of the services provided by Uncover.

#### **Article 13. Termination of the services agreement for breach or for cause**

- 13.1. Each party shall only be authorized to terminate the services agreement for breach (*ontbinden*) due to an attributable failure of the other party to meet its obligations under the services agreement if the other party, in all cases after a written notice of default that is as detailed as possible and that grants the other party 30 days to remedy the breach has been issued, is still attributable failing to fulfil any of its material obligations under the services agreement. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as material obligations under the services agreement.
- 13.2. If, at the time of the termination for breach, the customer has already received services under the services agreement, these services and the relevant payment obligations shall not be undone unless the customer proves that Uncover is in default with respect to the material part of the services provided. With due regard to the stipulation of the preceding sentence, sums invoiced by Uncover prior to the termination for breach in connection with what it already properly performed or delivered in the performance of the services agreement shall remain payable in full and shall become immediately due and payable at the time of termination for breach.
- 13.3. Each party may terminate the services agreement for cause (*opzeggen*) in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a suspension of payments, whether or not provisional, a petition for bankruptcy is filed against the other party or the company of the other party is liquidated or dissolved other than

- for restructuring, for a merger of companies or found to be in breach of applicable laws.
- 13.4. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use Uncover's services, without termination by Uncover being required.

#### **Article 14. Liability**

- 14.1. Uncover's total liability for an attributable failure in the performance of the services agreement or arising from any other legal basis whatsoever, expressly including failures to meet a warranty or indemnification obligation agreed between the parties, is limited to the compensation of damages as described in more detail in this article.
- 14.2. Uncover's maximum liability for direct damages is limited to the aggregate amount (excluding VAT) paid under the services agreement during the six (6) months' period preceding the incident that gave rise to the claim. In no event does Uncover's total liability for any direct damage, on any legal basis whatsoever, exceed EUR 100,000 (one hundred thousand euros).
- 14.3. Liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customer, loss arising from the use of goods, materials or software of third parties prescribed by the customer to Uncover and any damage and loss arising from contracting suppliers the customer has recommended to Uncover is excluded. Liability for corruption, destruction or loss of data or documents is also excluded.
- 14.4. The exclusions and limitations of Uncover's liability described in paragraphs 13.1 up to and including 13.3 are entirely without prejudice to the other exclusions and limitations of Uncover's liability described in these general terms and conditions.

- 14.5. Unless performance by Uncover is permanently impossible, Uncover shall only be liable for an attributable failure in the performance of an agreement if the customer promptly serves Uncover with a written notice of default, granting Uncover a period of 30 days to remedy the breach, and Uncover still attributable fails to fulfil its obligations after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Uncover the opportunity to respond adequately.
- 14.6. For there to be any right to compensation, the customer must always report the loss to Uncover in writing as soon as possible after the loss has occurred.
- 14.7. The provisions of this article and all other exclusions and limitations of liability referred to in these general terms also apply in favour of all natural persons and legal persons that Uncover and Uncover's suppliers contract for the performance of the services agreement.

#### **Article 15. Force majeure**

- 15.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by circumstances beyond its control ('**force majeure**').
- 15.2. A force majeure situation exists, among others, in the event of: (i) defects in items, equipment, software or materials of third parties the use of which was prescribed to Uncover by the customer, (ii) government measures, (iii) power failures, (iv) Internet, data network or telecommunication facilities failures, (v) (cyber) crime, (cyber) vandalism, war, terrorism and natural calamities.
- 15.3. Either of the parties shall have the right to terminate the services agreement in writing if a situation of force majeure persists for more than 60 days. In such event, all that has already been performed under the services agreement must be paid for on a

proportional basis, without anything else being due by either party to the other party.

**Article 16. Changes and additional work**

- 16.1. If, at the request or after the prior consent of the customer, Uncover has delivered services that are outside the scope of the agreed provision of services, the customer shall pay for these the provision of these services in accordance with Uncover's usual rates. Uncover is not obliged to honour such request and may require that, to that purpose, a separate services agreement should be entered into in writing.

**Article 17. Transfer of rights and obligations**

- 17.1. The customer is not entitled to sell, transfer or pledge its rights and obligations under the services agreement to a third party without the consent of Uncover.
- 17.2. Uncover is entitled to sell, transfer or pledge any claims it has to payment of any sums due to a third party.

**Article 18. Applicable law and disputes**

- 18.1. The agreements between Uncover and the customer are exclusively governed by Dutch law.
- 18.2. Any dispute arising from the services agreement will exclusively be submitted to the competent court in Amsterdam.