

## Terms & Conditions Codex Connectors

### Article 1. Definitions

- 1.1. Service Provider: the company Codex Connectors BV, registered at the Chamber of Commerce under number 63591545.
- 1.1. Client: the natural or legal person who has entered into an agreement with the Service Provider or to whom the Service Provider has issued a quotation, or who has downloaded and uses an application/ software.
- 1.3. Terms: the provisions contained in this document.
- 1.4. Service: the services provided by the Service Provider for the Client.
- 1.5. Agreement: the agreement between the Service Provider and the Client under which the Service Provider will carry out the Service or offers the application / software.

### Article 2. Quotation, offer and acceptance

- 2.1. The Service Provider will set up an offer which indicates what is included in the Service and to which amount according to acceptance or periodically, depending on the kind of the Service and payment arrangements will be owed.
- 2.2. An offer is without obligation and valid for 15 days after dispatch by the Service Provider, unless otherwise specified in the offer.
- 2.3. Should the information provided by the Client be incorrect or incomplete, then the Service Provider has the right to adjust the prices and de (indicative) delivery time - when indicated - accordingly.
- 2.4. The Client must accept the offer in writing or by email. The Agreement is incurred at the time the offer is accepted by the Client. If the Client fails to do so, but agrees with it, or at least gives that impression / (tacitly) allows the Service Provider to perform (preparatory) work in the context of the offer / Agreement, then the offer shall be deemed accepted.
- 2.5. For each Agreement these Terms and Conditions apply, unless agreed otherwise in writing.
- 2.6. Terms or conditions set by the Client that deviate from or do not appear in these Terms are only binding if and insofar when they are accepted by the Service Provider in writing.
- 2.7. After acceptance, the Agreement may be amended only by mutual consent. For modification of these Terms we refer to Article 17.
- 2.8. An Agreement also arises when the Service Provider confirms an assignment from the Client, which has been known and agreed upon under the command of the Terms.
- 2.9. When the Service is an application / software implementation, the Client agrees to the Terms at the time of downloading the application.

### Article 3. Provision of the Service

- 3.1. After the conclusion of the Agreement, the Service Provider shall provide the Service as soon as possible in accordance with the offer, taking into account the reasonable needs of the Client.
- 3.2. Unless otherwise agreed in writing the Service Provider ensures the best performance, care and professionalism.
- 3.3. If and insofar as the proper execution of the Service requires this, the Service Provider has the right to have certain work done by others. Any related unexpected costs are payable by the Client, unless otherwise agreed.
- 3.4. The Client is obliged to do all that and let whatever is reasonably necessary and desirable to ensure a proper execution of the Service. In particular, the Client shall ensure that all data, which the Service Provider indicates are necessary or which the Client needs to understand to be necessary for the performance of the Service to be provided fully and timely to the Service Provider.
- 3.5. The Service Provider has the right to limit the Service and their use (temporary) out of service, if the Client of the Agreement does not fulfill an obligation or comes in breach of these Terms and Conditions.

### Article 4. Delivery and acceptance

- 4.1. If the Service pertains the creation or adaption of a work or product, the Client needs to assess the results within 14 days of delivery and give it's (dis)approval. IF the Client fails to do so within this period (completely or partially), it will be deemed to be approved. IN case of rejection the Client will always - if possible - indicate the reason of disapproval in detail. If the Client fails to do so, the rejection will not be accepted.
- 4.2. If the Client wholly or partially disapproves the result, the Service Provider shall endeavor the reason for disapproval as soon as possible. It can do so be overhauling the result or motivate why the reason is not valid. The Client then has the same period to approve or reject the revision or motivation.
- 4.3. If the Client remains rejecting the result after a reasonable number of revisions, the Service Provider is entitled to cancel the Agreement..

In that case the Client receives a full refund for the rejected results only. The Service Provider can only terminate the Agreement after a notifying the Client that this is the last revision or motivation. Upon cancellation or termination of the Service, at any stage and for whatever reason, the Service Provider does not owe any compensation for any damages on the part of the Client.

4.4. If a Service is provided in phases, the Client has to give the approval after the completion of each phase. The Client may not approve or disapprove the result of a later phase by relying on matters that have been approved in an earlier stage. If a Service at a later stage is rejected by the Client and a refund is giving in accordance with the preceding paragraph, no refund is given of the already approved Service(s) in (a) previous / other phase(s), even though these depend on each other.

4.5. This article does not apply to applications that are purchased on a subscription basis or created on the basis of an individual created and written assignment.

### Article 5. Change of Service

- 5.1. All changes to the Service, at the request of the Client, or due to the fact that it is required by any circumstances to another embodiment, be it when added cost as considered additional work and as far as there exists less cost and less work. These will be billed according to the Client.
- 5.2. If the Service Provider, due to circumstances at the time of the offer or the confirmation of the Service, has to do more work than agreed or has to work under conditions more difficult than known at the conclusion of the Agreement, the Service Provider is entitled to charge the resulting additional costs to the Client. A refund of already reserved and factored time and fee for less work is not discussable.
- 5.3. The Client accepts that any change in the Service (additional work / less work) could affect the (indicative) delivery.

### Article 6. Prices

- 6.1. All prices exclude VAT and other taxes imposed by the government.
- 6.2. All prices on the website of the Service Provider are subject to programming and typing errors. For the consequences of such errors no liability is accepted.
- 6.3. If the Agreement is automatically renewed, the Service Provider is entitled to increase the rates annually on renewal of the Agreement by up to 10%. In the case of subscriptions, the price adjustment may also be higher. Prices adjustments will be announced at least two months before the effective date.
- 6.4. All costs resulting from the Agreement with the Service Provider will be on behalf of the Client, unless otherwise agreed.

### Article 7. Payment Terms

- 7.1. The Service Provider will send an invoice to the Client for the amount owed. The payment of this invoice is to be done within fourteen days after the date of the invoice, unless otherwise indicated on the invoice or otherwise agreed in the Agreement.
- 7.2. In derogation from the preceding paragraph, the Service Provider is required to send an invoice if the agreement is a continuing contract. The Client shall pay for that period of the Service monthly or for a other agreed period in advance.
- 7.3. In derogation from the foregoing paragraph the payment of contracts entered on a subscription basis are to be paid by direct debit. The Client is obliged to authorize the automatic collection of the amounts by the Service Provider. The Client has to maintain the direct debit (and if necessary to do what is necessary to keep the Service Provider empowered) while running the subscription Service.
- 7.4. In case of direct debit the amount due are written off in advance, in the first week of each month.
- 7.5. If the Client objects to direct debit it must write a complaint to the Service Provider. This will be processed within a reasonable time. A complaint against a debit does not apron the encashment.
- 7.6. If the Client reverses the collection, or if the collection by the Service Provider is not possible, the Client must transfer the payment within five (5) working days to the Service Provider to meet a regular credit transfer.
- 7.7. If the Client does not pay on time, the Client will be legally in default without any required notice from 14 days after the expiry of the payment (unless a different period is agreed). If the amount is not paid within the payment terms on the outstanding invoice amount a statutory interest applied without further notice by the Service Provider.
- 7.8. In case of a late payment, the Client is held to a full compensation of both judicial and extrajudicial collections costs in addition to the full amount due en the interest due thereon, including costs for lawyers, bailiffs and debt collection agencies.
- 7.9. The claim for the payment is immediate and fully (including all the upcoming phases and periods) due if the Client is in state of bankruptcy, suspension of payments or total seizure of assets of the Client, the Client dies and furthermore, or if it enters into liquidation or if it dissolves.

7.10. The Service Provider has the right to suspend the execution of the Agreement or any pressing yet performed parts without notice until the moment that the (partial) payment has been made by the Client, or - if timely payment is not made - without notice or judicial intervention to terminate the Agreement without any right to compensation for damage to the Client that might occur.

#### **Article 8. Development of specific work**

8.1. If the Service (also) aims to develop software documentation, advice, reports or other specific work, both Parties shall specify in writing what work will be developed, what requirements they must meet, and how this will happen. The Service Provider shall perform the development based on the information provided by the Client, The Client is responsible for the correctness, completeness and consistency of the instructions and data.

8.2. The Service Provider is entitled but not obliged, to check the accuracy, completeness or consistency of the source materials available to him and to investigate the requirements or specifications and suspend the agreed work in case of any imperfections until the Client has eliminated the concerned imperfections.

8.3. If the provided resource materials from the Client to the Service Provider are protected by any right of intellectual property, the Client needs to have the required licenses at all times for the provision to and intended use by the Service Provider under the Agreement.

8.4. Unless otherwise agreed, the Service Provider has the right to make use of graphics, software and third-party components including open source software in the development of its works. After delivery, the responsibility for proper compliance with the relevant licenses from third parties in the use of the developed work is the Client. The Service Provider shall notify the Client sufficiently of the applicable license terms.

8.5. If and only to the extent expressly agreed in writing, the source code of the software development and the technical documentation will be made available to the Client, the Client is then entitled to make changes in this software.

8.6. The Client is not permitted to sell, lease, sublicense, alienate or grant limited rights to the developed works or for any purpose to be made available to a third party, even if the third party uses the software for the Client only, unless otherwise agreed in writing or in the event of and in conjunction with a sale of the business units or - activities of the Client. Article 10.5 shall apply *mutatis mutandis* to a breach of the prohibition contained in this article.

#### **Article 9. Installation and maintenance of software**

9.1. If the Service (also) intended to install, configure, and / or the maintenance of software, in addition, the provisions of this article shall apply.

9.2. The Service Provider will install and configure the software on the appointed hardware and networks by the Client. The Client is at all times obliged to protect its systems and software properly and keep it secured, for example by virus scanners, firewalls, etc. The Client is obliged to do all that and perform whatever is reasonably necessary and desirable to ensure timely and correct installation and operation to enable the software. In particular, the Client shall ensure that all data, of which the Service provider deems necessary or which the Client reasonably needs to understand to be necessary for the delivery of the software to be provided to the Service Provider.

9.3. At request the Client shall provide all necessary access to the employees and assistants of the Service Provider concerned with the installation, configuration, maintenance and modifications to enable the software. Physical access to these systems will only take place when necessary, and only after prior consultation with the Client.

9.4. The selection, procurement and management of hardware and networking use is solely and completely the responsibility of the Client. The Service provider will provide information about the desired configuration. If the designated hardware and networking does not meet the requirements of the Service, the Service Provider is entitled to refuse installation or configuration.

9.5. If necessary for the use of software licenses from third parties, the Client will use these licenses and ensure that its provisions are strictly complied with. The Client shall indemnify Service Provider against claims by third parties relating to installation and maintenance of the software.

9.6. The Service Provider will endeavor to adapt the software from time to time to improve the functionality and to correct errors. With new functionality or changes the function of the software can substantially change the Service Provider will consult beforehand with the Client.

9.7. The Service Provider will endeavor to keep the software up to date. The Service Provider here is, however, dependent on its supplier (s) and third parties. The Service Provider is entitled to not install certain updates or patches if it considers proper operation of the software is not beneficial or is not in the interest of the service.

9.8. If in the opinion of the Service Provider requested a change in the function or could adversely affect the safety of the software, the Service Provider shall give notice in writing to the Client. If the Client nevertheless stands on the change, the Service Provider shall implement this, so at the risk of the Client and without any liability for Service Provider.

9.9. If the Client independently makes changes to the software, is this entirely at your own risk and responsibility, unless desired change has previously been reported to the Service Provider and it has been approved. The Service Provider can provide its terms of approval.

#### **Article 10. Intellectual property rights**

10.1. All intellectual property rights in all materials developed within the framework of the Service or materials made available, software, analyzes, designs, documentation, advice, reports, as well as preparatory material lie exclusively with Service Provider or its service providers / suppliers. Source codes are never be transferred unless explicitly agreed in writing.

10.2. Client acquires only receives the usage rights and responsibilities arising from the scope of the Agreement or granted in writing and the Client shall not reproduce software or other materials, transfer, disclose or make them available to others in any manner whatsoever .

10.3. The Client is not allowed any designation concerning copyrights, trademarks, trade names or other intellectual property rights of delete or modify the materials, including notices regarding the confidentiality and secrecy of the materials.

10.4. The Service Provider is permitted to take technical measures to protect the materials. If the Service Provider has protected the materials through technical protection , the Client is not permitted to remove or circumvent these security measures.

10.5. Any use, reproduction or publication of materials that fall outside the scope of the Agreement or granted rights of use will be considered a breach of copyright. The Client will receive an immediately payable and not subject to judicial mitigation fine of 5,000 euros per infringing act to the Service Provider, without prejudice to the right of the Service Provider in order to recover its damages by the breach, or may take other legal action to terminate the infringement.

#### **Article 11. Availability of systems**

11.1. If the Service is (partly) supplied through systems and / or networks of the Service Provider, the Service Provider shall endeavor to ensure uninterrupted availability of these systems and networks, and to realize access to data stored by the Service Provider, subject to the provisions of Article 14.

11.2. The Service Provider does not guarantee the continuous availability, unless otherwise agreed in the offer via a so-called Service Level Agreement. Unless otherwise provided in such a Service Level Agreement, the availability stands to the provisions of this Article.

#### **Article 12. Confidentiality**

12.1. Parties use caution with the information before, during or after the execution of the Agreement in case they provide each other confidential information when it is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended as confidential. Parties also impose this obligation on their employees and third parties engaged by them to implement the Agreement.

12.2. The Service Provider will perform what is required under the contract, no usage of data the Client in any way made available to the Service Provider or the data beyond the scope of this Agreement in any manner whatsoever, unless this is necessary for the proper execution of the Agreement or the Service Provider is obliged under law or a court order. In that case, the Service Provider shall endeavor to limit the notification of data as much as possible, as far as lies within its power.

12.3. This obligation continues after termination of this Agreement for any reason whatsoever, and will be for as long as the providing party can reasonably claim to the confidentiality of the information.

#### **Article 13. Liability**

13.1. The Service provider is not liable for damage caused by misuse or improper use of the goods supplied by the Service Provider.

13.2. The total liability of the Service Provider due to culpable breach of the agreement shall be limited to any liability of the Service in a given case concerning pays (possibly plus an own risk amount, if applicable). If a claim does not fall within the coverage of liability insurance, but it is determined that Service Provider is nevertheless liable, the liability is limited to reimbursement of purely direct damages up to the amount of the agreed contract price (excl. VAT). If the agreement is primarily a continuing performance agreement with a term of more than three months, the agreed price for the contract set at the total of the fees (excl. VAT) for the last three months. Direct damage includes:

- The reasonable costs of determining the cause and extent of the damage, where the establishment relates to damage under these conditions;;
- The reasonable costs incurred to have the poor performance of the contract, unless this cannot be attributed to the Service Provider

- reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage under these conditions.

13.3. The liability of the Service Provider for indirect damages including - but not exclusively - consequential damages, lost profits, lost savings, loss of goodwill, loss due to business interruption, loss resulting from claims by third parties, mutilation or loss of other materials, damage relating to engagement of third parties and all other forms of damage called and referred to in this paragraph shall be excluded.

13.4. The limitations mentioned in this article of liability shall not apply if and insofar if damage is the result of intentional or deliberate recklessness of Service Provider.

13.5. Liability of the Service Provider due to culpable breach of contract occurs in all cases only if the Client defaults the Service Provider immediately in writing, which is then given a reasonable time to comply, and the Service Provider after that period attributable to continue to fall short in the fulfillment of its obligations. The notice must be given as complete and detailed as possible with a description of the failure, so that the Service Provider is able to respond adequately.

13.6. Any claim for damages against the Service Provider expires after a period of 4 (four) weeks after the origin of the damage.

13.7. The Service Provider is not liable for damage to or defects in the delivery if this has to do with the work, errors or otherwise from the Client or a third party.

13.8. Notwithstanding the foregoing the Service Provider is also not liable for the consequences of events in which the Service Provider has no influence, including - but not exclusively - from external causes such as hacking.

13.9. Client shall indemnify the Service Provider for all third party claims for liability due to a defect in a product or system delivered by the Client to a third party and which partly consisted of goods delivered by the Service Provider, materials or results, except if and insofar as the Client proves that the damage caused by those goods, materials or results.

13.10. The Service provider is not liable for (the consequences of) printing or clerical errors in manuals, in manuals, pictures, etcetera.

#### **Article 14. Breakdowns and force majeure**

14.1. the Service Provider has the right temporary suspend the Service or parts thereof for maintenance, modification or improvement. The Service Provider shall try such decommissioning as possible out of regular hours and endeavor to notify the Client in good time of the planned decommissioning. The Service Provider, however, is not liable to pay compensation for damages in connection with such decommissioning.

14.2. The Service provider has the right to modify the Service or parts thereof from time to time to improve the functionality and to correct errors. If a modification results in a significant change in the functionality, the Service Provider shall endeavor to notify the Client thereof. Any adjustments that are relevant to multiple clients, it is not possible to cancel the change just for the Client. The Service Provider is not liable for any damages caused by such modification.

14.3. The Service Provider shall endeavor, in the event of the unavailability of the Service due to breakdowns, maintenance or other causes, if possible, to notify the Client of the nature and expected duration of the interruption.

14.4. In case of force majeure, which in any case includes malfunction or breakdown of the Internet, the telecommunications infrastructure, power failures, civil commotion, mobilization, war, traffic jams, strikes, lockouts, business interruptions, supply delays, fire, flood, import and export barriers and in the event of the Service Provider by its own suppliers, for whatever reason, is not able to supply in a position which fulfillment of the Agreement cannot reasonably be demanded of the Service Provider, execution of the Agreement will be suspended, or terminated if the force majeure situation has lasted longer than ninety days, without any obligation to pay damages.

#### **Article 15. Staff**

15.1. The Client shall provide the employees of the Service Provider who work on the delivery of products and / or services work at the office of the Service Provider all necessary support for the execution of their duties.

15.2. The Client is not allowed as long as the relationship continues between the Client and the Service Provider, and for one year after its completion, incorporating employees of the Service Provider or otherwise, directly or indirectly, to work for themselves, without the prior written consent of Service Provider. Among employees of the Service Provider, in this context refers to persons employed by the Service Provider or any of the Services to affiliates or persons less than 6 (six) months from employment by Service Provider or any of the Services of affiliates.

#### **Article 16. Duration and Termination**

16.1. If the Service is intended to periodically provision of services for a certain period, also including a subscription,

the Agreement is entered into for a minimum period of twelve months, unless explicitly stated otherwise. Unless otherwise agreed in writing, the Agreement in the absence of a written notice is extended for a period of one year. If the Client wishes to terminate the Agreement, effected termination has to be performed with a notice period of two full calendar months (at the end of the term).

16.2. Only in the case of agreements entered into on a subscription basis (including application / software application decreased by subscription) is both the Client and Service Provider allowed to prematurely terminate the Agreement at the end of a month, subject to a notice period of one full calendar month.

16.3. If the Service aims to develop software or other work, the Agreement shall be deemed to have been entered into for the duration specified in the offer or until the works are developed and accepted. Unless otherwise agreed, the agreement cannot be terminated prematurely.

16.4. Upon cancellation, termination or dissolution for any reason whatsoever, the Service Provider is entitled to delete the data immediately after the date of the expiry date or make it inaccessible and to eliminate all accounts of the Client. The Service Provider is not required in this case to provide the Client with a copy of this data.

16.5. The by the Service Provider specified time limits (on) delivery, have unless explicitly stated in writing that a deadline, which is always an approximation. Mentioned deadlines contained in an offer or agreement are therefore never fatal, unless explicitly stated. The Service Provider is also at an agreed deadline, in default until the Client has declared him in default in writing, except in the Act mandatory situations where failure occurs by operation of law.

16.5. Exceeding agreed delivery times as a result from any cause gives no right to compensation, unless otherwise agreed in writing.

16.6. If the Client fails to provide any of his obligations under the Agreement, or resultant, the Service Provider has the right to suspend the implementation of all agreements concluded with The Client in question without notice of default or judicial intervention being required and without prejudice to the right of the Service Provider for compensation for damages, lost profits and interest, unless the non-compliance in question are of minor significance.

#### **Article 17. Changes Terms and Conditions**

17.1. The Service Provider reserves the right to modify these terms and conditions.

17.2. Changes also apply to Agreements already subject to a period of 30 days after notice of the change on the website of the Service Provider or by electronic messages. Minor changes may be made at any time.

17.3. If the Client fails want to accept a change in these conditions, he can terminate the Agreement until the date on which the new conditions become by this date or on the date of the notice if it is after the effective date of the change.

#### **Article 18. Final Provisions**

18.1. These Terms and Conditions and the resulting agreements are governed by Dutch law.

18.2. To the extent not otherwise required by mandatory law, all disputes which may arise will be submitted to the competent Dutch court of the district which the Service Provider is established.

18.3. If any provision proves to be invalid, this shall not affect the validity of the remaining provisions. The parties will in that case, replace determine (a) new provision (s), which as far as legally possible expresses the intent of the original Agreement and General Conditions.

18.4. Information and notices on the website of the Service Provider are subject to programming and typing errors. In the event of any inconsistency between the website, the General Conditions and the Agreement the Agreement shall prevail.

18.5. "In writing" in these conditions email is also enough provided the identity and integrity of the message is established.

18.6. A received an stored version of the communication with the Service Provider is considered authentic unless proven otherwise by the Client.

18.7. Parties inform each other immediately in writing of any changes in name, address, email address, phone number and upon request bank account number.

18.8. The parties are not entitled to assign its rights and obligations under the Agreement to a third party without the prior written consent of the other Party.