

## **Internet conditions use Metaware's online software**

User and Metaware BV agree the following:

By signing the quotation during the ordering process, you agree with the conditions stated below that applies to the use of online application(s) and administrative services, as well as the general conditions (ICT ~ Office, no. 30174840) of Metaware BV. The conditions are available on the website of Metaware BV.

If you enter into this agreement on behalf of a company or another legal entity, you declare that you are authorized to bind this company or entity to these terms and conditions and the general terms and conditions of Metaware BV. In that case, the term "you" or "your" relates to this company or entity. If you are not authorized or do not agree with these conditions, you must cancel the order process.

As part of the application, Metaware offers you the use of the application, including a browser interface and data encryption, transmission, access, storage and possibly support. If you register for the application or use it, you agree to abide by this agreement from Metaware.

### **PRIVACY AND SECURITY; DISCLOSURE**

#### **Article 1**

Metaware reserves the right to reasonably change the privacy and security policy at its own discretion. Because the application is a hosted online application, Metaware may occasionally have to inform all users of the application about important messages about the operation of the application. If you are a paying customer of the application, you agree with this message.

### **LICENSE: GRANT AND LIMITATIONS**

#### **Article 2**

Metaware hereby grants you a non-exclusive, non-transferable right to use the application solely for your internal purposes in accordance with the terms of this agreement. All rights not expressly granted to you are reserved to Metaware and its licensors.

If you are a direct competitor of Metaware, you may use the application only with the prior written consent of Metaware. In addition, you may not use the application to track the availability, performance or functionality of the application or otherwise use it for competitive purposes. You may not (1) provide, sell, resell, transfer, assign, distribute or otherwise commercially exploit the application in (sub) license or make it available in any way to third parties; (2) create derivative works of the application or content; (3) create 'web links' to the application or create a 'frame' or 'mirror' on another server or a wireless or internet based device; or (4) apply reverse engineering to the application or open the application in order to (a) develop competitive products or services, (b) develop products using the same ideas, features, functions or graphics as those of the Application or (c) copying ideas, features, functions or images of the Application.

You may use the application only for your internal purposes and you refrain from: (a) sending or storing offensive, offensive, threatening, defamatory or otherwise unlawful material, including material that is harmful to children or the right to privacy harms third parties; (b) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (c) disturbing or impairing the integrity or performance of the application or the data stored therein; or (d) attempting to gain unauthorized access to the application or the related systems or networks.

## **RESPONSIBILITIES**

### **Article 3**

You are responsible for all activities that take place under your user accounts and must comply with all applicable local, state, national and foreign laws, treaties and regulations relating to your use of the application, including laws, conventions and data privacy regulations, international communication and transmission of technical or personal data. You must: (1) immediately notify Metaware of any unauthorized use of a password or account or any other known or suspected breach of security; (2) immediately notify Metaware and make every reasonable effort to immediately stop copying or distributing content as soon as this practice is known or if there are suspicions about you or your users; and (3) refrain from pretending to be another user of the application or provide incorrect identity information to access or use the application.

## **CUSTOMER INFORMATION AND DATA**

### **Article 4**

Metaware is not the owner of data, information or material that you have sent to the application during your use of the application (being "Customer Data"). You, and not Metaware, are responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property or your right to use in relation to all customer data. You will always provide the supplied data with due observance of the applicable legislation regarding the processing of personal data, including the Data Protection Act. Metaware performs the online services as 'processor' in the sense of the Data Protection Act. Metaware is not responsible or liable for removal, correction, destruction, damage, loss or inability to store data. If this agreement is terminated, Metaware will provide you with a file containing the customer data within 30 days of termination. Metaware reserves the right to withhold customer data without notice for any breach, including but not limited to non-payment by you. After a well-founded termination, your right to open or use customer data will immediately lapse and Metaware is not obliged to maintain or send customer data.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Article 5**

Only Metaware (and its licensors) owns all rights, claims and interests, including all associated intellectual property rights, in and on the technology, content and service of the application. The commercial property right of any suggestions, ideas, requests for improvements, feedback, recommendations or other information that you or any other party has submitted in connection with the application will be transferred to Metaware BV. This agreement is not a sales contract and does not grant you any property rights to or in connection with the application, technology or intellectual property rights of the application. The name Metaware, the Metaware logo and the product names related to the application are trademarks of Metaware and no right or license is granted for the use thereof.

## **RATES: COSTS AND PAYMENT**

### **Article 6**

You must pay all costs or rates to your account in accordance with the cost, rate and invoice conditions that apply at the time these costs are due. The costs for the use of the application are charged in advance by Metaware per license term and the costs for support are subsequently settled by Metaware with a previously purchased support hours strip card. The license term is 1 year at the start and is then automatically renewed tacitly per year. You are responsible for complying with all user licenses ordered for the full license term, regardless of whether these user licenses are actually used. Payment obligations cannot be cancelled and amounts cannot be refunded.

You must provide Metaware with valid and approved purchase order data if you wish to sign up for the application and services. For higher embodiments (Silver, Gold or Platinum), we also have a license period of 1 year at the start and are then automatically renewed tacitly per year.

Metaware reserves the right to change the rates and costs and can introduce new costs at any time, of which you will be notified by e-mail at the latest 30 days in advance. All price conditions are confidential and you agree not to disclose them to third parties.

## **INVOICING, EXTENSION AND INDEXATION**

### **Article 7**

The costs for the use of the application are charged in advance by Metaware per license term and the costs for support are subsequently settled by Metaware with a previously purchased strip card. The costs for extension are equal to the then applicable rate of the embodiment. Rates for support are based on the current rate of a strip card. The costs of the application are exclusive of taxes, levies or excise duties. Metaware is entitled to index the applicable rates annually in accordance with the index figure of Statistics Netherlands of the service price index. You agree to provide Metaware with complete and accurate invoice and contact details. This information includes your legal company name, address and e-mail address as well as the name and telephone number of an authorized billing contact person. You agree to update this information within 30 days of any change. If the provided contact information turns out to be incorrect or fraudulent, Metaware reserves the right to terminate your access to the application and take other legal action if necessary.

## **NON-PAYMENT AND SUSPENSION**

### **Article 8**

In addition to any other rights granted to Metaware in this document, Metaware reserves the right to suspend this agreement and your access to the application if your account has an overdue balance (payment arrears). The outstanding balance of overdue invoices (accounts with payment arrears) is charged at a rate of 2.0% per month or the legally permitted maximum, with the lowest amount, plus all collection costs. During the suspension period you still owe the costs for user licenses.

If you or Metaware terminate this agreement, you are obliged to pay the outstanding balance of your account that has been calculated in accordance with the above section 'Rates: Costs and Payment', including the interest due. You agree that Metaware may invoice such unpaid costs to you. You agree and declare that Metaware is not obliged to retain customer data and that this customer data may be permanently deleted if your account has an overdue balance of 90 days or longer.

## **DURATION OF THE AGREEMENT**

### **Article 9**

Both parties can only terminate this agreement by informing the other party in writing at least three (3) months before the date of the invoice for the next term. If this agreement is terminated for any reason other than a violation by you, Metaware will provide you with a file containing the customer data within 30 days of termination if you so request at the time of termination. You agree and declare that Metaware is not obliged to retain customer data and to delete this data after more than 30 days after termination.

## **LICENSES: TERMINATION**

### **Article 10**

This agreement is effective from the starting date. A license term of 1 year applies to user licenses. After the first 1-year license period has expired, this agreement is automatically renewed automatically with successive instalments of one year, with this being the renewal term. For higher embodiments the same rules apply (first license term 1 year and follow-up term 1 year).

## **FOUNDED TERMINATION**

### **Article 11**

Failure to comply with your payment obligations or use Metaware's technology or application without permission will be considered a material violation of this agreement. Metaware can terminate your password, account or use of the application at your discretion if you violate this agreement or otherwise fail to comply. Metaware can also terminate a free account at any time at its own discretion.

## **DECLARATIONS AND WARRANTIES**

### **Article 12**

Both parties declare and guarantee that they have the legal jurisdiction and authority to enter into this agreement. Metaware declares and guarantees that the application is delivered in accordance with generally applicable standards that are reasonably applicable to the delivery of the application and that the application will operate largely in accordance with Metaware's documentation in normal use and in normal circumstances. You declare and guarantee that you did not register yourself with a false identity and did not provide incorrect information to gain access to the application and that your billing information is correctly registered with Metaware.

## **SERVICE LEVEL AFSPRAKEN**

### **Article 13**

Metaware ensures optimal availability of and access to the fully agreed functionality.

All users with hardware that at least meets the reasonable requirements that Metaware sets for this, experience a good performance. A good performance of the application means that 90% of all interactions with the application gives a result within seconds, taking into account that server response time is partly dependent on, among other things, the infrastructure used by the end user (hardware, local network, internet connection, etc.).

Use may be subject to limitations, delays and other issues that are specific to the use of the internet and electronic communication. Metaware is not responsible for delays, delivery failures or other damage resulting from these problems.

Metaware will ensure that the application is available on an annual basis 99% of the time, force majeure is excluded. Metaware will minimize nuisance through maintenance and/or adjustments to the application and services. Work that causes inconvenience to users will be carried out outside normal working hours as much as possible. Typical working hours are those hours when the majority of users normally use the applications. Metaware ensures that every night a backup is made of the data that user has entered through the application.

Within the contact with the customer, the choices (license level) of the online application (s) and the desired support are recorded.

Metaware uses a Fair Use Policy for the Metaware Online software applications. This Fair Use Policy means that Metaware reserves the right, in the event of any misuse or excessive use, to take measures that Metaware deems necessary to prevent the abuse or excessive use of Metaware Online software applications. The measures to be taken by Metaware include the (temporary) decommissioning of the Metaware Online software applications.

If Metaware determines that there is a violation of the Fair Use Policy used by Metaware, Metaware will warn you and give you the opportunity to adjust the use of the Metaware Online software applications within a period set by Metaware. If you do not adjust the use of the online applications within the set period, Metaware will have the right to take the measures that Metaware deems necessary and appropriate without further warning. Metaware reserves the right to take action in extreme cases of abuse or excessive use without prior warning. Metaware will inform you about the measures taken.

## **MUTUAL COMPENSATION**

### **Article 14**

You will indemnify and safeguard Metaware, its licensors and their head office, subsidiaries, local centers, managers, executives, employees, lawyers and representatives for any and all claims, costs, damages, losses, liabilities and expenses (including costs for legal assistance). as a result of or in connection with: (1) a claim that the use of the Customer Data is in violation of the rights of or damage to third parties; (2) a claim that, if it appears to be true, constitutes a breach of your statements and warranties by you; or (3) a claim arising from the violation by you or your users of this Agreement, provided that in such a case Metaware (a) immediately notifies you in writing of the claim; (b) gives you full authority to defend you against a claim and reach a settlement (provided that you only defend against a claim or come to a settlement if Metaware is unconditionally relieved of all liability and such settlement does not affect the company or the Application of Metaware); (c) provides you with all available information and provides support; and (d) has not compromised or settled in connection with this claim.

Metaware will indemnify and protect you and your head office, subsidiaries, local centers, managers, executives, employees, lawyers and representatives against any and all claims, costs, damages, losses, liabilities and expenses (including costs of legal assistance) as a result of or in connection with: (1) a claim that, if it appears to be true, constitutes a breach of your statements and warranties by you; or (2) a claim arising from a breach of this Agreement by Metaware; provided you (a) immediately inform Metaware of the claim; (b) gives Metaware full authority to defend itself against a claim or to reach a settlement (provided that Metaware only defends itself against a claim or settles if you are unconditionally relieved of all liability); (c) provide Metaware with all available information and provide support; and (d) have not compromised or settled in connection with this claim. Metaware is not obligated to indemnify you and you must indemnify Metaware in accordance with this Agreement for claims in connection with any breach resulting from the combination of the Application and your products, service, hardware or business process(es).

## **LIABILITY LIMITATION**

### **Article 15**

Under no circumstances will the total liability to a party exceed the amounts actually paid by you or due in the twelve (12) months immediately preceding the event that gave rise to the claim. Under no circumstances are Metaware, its licensors and their head office, subsidiaries, local centers, managers, executives, employees, lawyers and representatives liable to any person for indirect, special, incidental, moral, consequential or other damages of any kind (including data loss). loss of profits or loss of use or other economic benefit) as a result of or otherwise in connection with this service, including but not limited

to the use or inability to use the applications, or for any content obtained from or through the application, any interruption, inaccuracy, error or omission in the content, regardless of the reason, even if the party who is held liable for the damage and its licensors are warned of such damage.

## **MODIFICATION OF CONDITIONS**

### **Article 16**

Metaware reserves the right to change the terms of the agreement or the policy related to the applications and services at any time. The updated version of this agreement will start as soon as it is published via the application. If you continue to use the applications and services after such changes, it means that you agree to these changes.

## **GENERAL**

### **Article 17**

If provisions of this agreement are declared invalid or unenforceable by a competent court, these provisions should be interpreted as best as possible in accordance with the spirit of the invalid or unenforceable provisions, with all other provisions remaining in full force. As a result of this agreement or your use of the applications no joint venture, partnership, employment or institutional relationship arises between you and Metaware. If Metaware cannot enforce a right or provision in this agreement, this does not mean that Metaware waives this right or this provision, unless Metaware has acknowledged and accepted this in writing. This agreement, together with any applicable approved offer, constitutes the entire agreement between you and Metaware and supersedes all prior or contemporaneous as well as written or oral negotiations, discussions or agreements between the parties concerning the subjects of this agreement.