TERMS OF USE

These Terms of Use, including future amended versions **(Terms)**, apply to the use of **Vinkey**, the digital solution that contributes to a safer environment within Your company.

The following order of precedence applies in the event of inconsistencies between these Terms, any signed Terms and the Order: 1. the Order, 2. Signed Terms, 3. these Terms.

1. Use of Vinkey

Provided that You fulfil Your obligations as set out in the Order and these Terms, You are permitted to use Vinkey within Your own internal working environment from the time of purchase of a licence to use it, for the term and for the number of user profiles created as specified in the Order (**User Profile(s)**).

Subject to the terms and conditions of these Terms and during the agreed term of at least 12 months (unless otherwise agreed in the Order), You are permitted (i) to make Vinkey available to **Users** and (ii) to allow them to use it to provide insight into safety within Your working environment (**Right of Use**). Users are Your internal employees and any third party whom You have authorised to use Vinkey for Your internal working environment. You are responsible for the Users' compliance with these Terms. Without Our prior written consent, this Right of Use is non-exclusive and non-transferable.

Vinkey can be put into use once a code has been created (passwords, identification codes, etc.). We are always entitled to take technical measures to protect Vinkey against unlawful use and/or use in a manner or for purposes other than those agreed between Us.

In accordance with these Terms, You agree that We have access to the data generated by Vinkey for the proper performance of Our obligations, the correct functioning of Vinkey and advisory purposes through technical service.

The Order specifies the number of active Users on a calendar-month basis, applying the “first come, first served” principle.

Example: You have purchased 50 user licences. During a calendar month, the first 50 people who log in can use Vinkey. The 51st person who uses Vinkey that month exceeds the number of licences. The following calendar month, the count starts again from zero and the first 50 people may be different Users from the 50 people in the previous calendar month.

If the number of actual Users during a month is lower than the agreed number for that month, You will not receive any refund (in any form) for this. Except in the first month of the agreed term, if the number of actual Users during a month is higher than the agreed number for that month, You will be charged for the excess use in the month following that excess use, as specified in the Order.

You are not permitted (a) to rent out, lease, sublicense, sell, dispose of, pledge, transfer by way of security or otherwise make Vinkey available to third parties under any title whatsoever for any purpose, or to allow it to be used by third parties who are not Users, (b) to exceed the agreed number of User Profiles without paying the applicable user fee, except in the first month of the agreed term, (c) to make more backup copies than permitted by applicable law without Our prior written consent, (c) to modify Vinkey or have it modified by a third party without Our prior written consent, and (d) to create derivative works of, translate, disassemble, decompile or reverse engineer Vinkey, or attempt to do so, unless applicable law expressly permits such an activity.

2. Fees, Invoicing and Payment

Unless otherwise specified in the Order, the fee for the Licences to Use, as specified in the Order, consists of an annual charge payable in advance for the number of User Profiles purchased, and You must pay the invoice within 30 days after the invoice date without any discount or set-off. Any objections to the invoiced amount do not suspend Your payment obligation.

All rates stated in the Order exclude value added tax (VAT) and other levies imposed by public authorities.

If the term of the Right of Use is renewed upon expiry of the then-current term, the rate then applicable is subject to a price increase in accordance with the Harmonised Services Price Index DPI (2015=100). The adjustment is calculated on the basis of the index figure for the preceding twelve months.

If payment has not been made within the aforementioned payment period, You owe interest of 1% per month, or statutory interest if that is higher, on the invoiced amount from the date on which payment should have been made until the date of actual payment of the invoice, without any

reminder or notice of default being required. If We have to proceed with collection, all collection costs, both judicial and extrajudicial, will be borne by You.

3. Term and Termination

These Terms apply from the moment You accept the Order and are entered into for a fixed term as specified in the Order.

Upon expiry of the term of the Order, the term is automatically renewed for the same duration, unless (i) You or We inform the other in writing, no later than two (2) months before expiry, that You or We do not agree to the automatic renewal, or (ii) otherwise specified in the Order. In the event of renewal, any change to the arrangements made will be recorded in writing before the term expires.

We both reserve the right to terminate these Terms at any time, without judicial intervention, by written notice sent to the other by registered post, if (a) the other is declared bankrupt, is in suspension of payments or has its assets subjected to a general attachment, enters into liquidation or is dissolved, or (b) subject to a period of 1 month from the date of the written notice, the other fails to fulfil its obligations for reasons attributable to it and has still not fulfilled them within the stated period.

In the event of termination as indicated above, (a) Your Right of Use of Vinkey expires on the termination date and You are no longer entitled to use Vinkey in any way, except as indicated under (b), (b) You Yourself remove the data generated by the use of Vinkey within 30 days, unless You request Us in writing to undertake this task, (c) We are not obliged to refund fees already paid by You, and (d) You are obliged to fulfil Your payment obligations up to the termination date of these Terms.

The obligations under these Terms relating to payment, proprietary rights, Confidential Information and other obligations specified by applicable law remain in force after termination of these Terms.

4. Ownership

Vinkey (including standard modifications and new versions) is the property of Vinkey Technology B.V., including intellectual property rights, databases, documentation and materials, methods used, techniques, concepts and ideas. We have the exclusive distribution right to sell User Profiles for Vinkey and related services to Our customers. All materials and content used by You, photographs taken and data generated through the use of Vinkey remain Your property. Nothing in these Terms constitutes a transfer of these rights, in whole or in part. All this information must be treated as Confidential Information, as indicated below.

You are not permitted to remove, alter or render unrecognisable any indication concerning the confidential nature or any intellectual property right of Vinkey, websites, data files, equipment or materials belonging to Us.

We retain the right to use and/or exploit, without any restrictions, the components, general principles, ideas, designs, documentation, protocols, standards, algorithms, programming languages and the like underlying the development of Vinkey for similar or other purposes, either for Ourselves or for third parties.

The right to apply for patent protection and ownership of inventions arising under these Terms, including the unrestricted right to retain and exploit a granted patent, belong to Us or Vinkey Technology B.V.

5. Warranties

We warrant that Vinkey functions substantially as described in the documentation. We do not warrant that Vinkey will operate without interruption, errors or defects, or that all errors and defects can always be corrected or resolved. We do Our utmost to correct or resolve errors or defects. We do not warrant that Vinkey is suitable for Your actual and/or intended use, unless that use is also described in the documentation. We are not obliged to restore corrupted or lost data.

We will do Our utmost to correct errors in Vinkey within a reasonable period or provide a temporary solution, provided that You report them to Us in writing immediately upon discovering the error. In the event of user errors or improper use by You and/or other causes not attributable to Us, We are not obliged to correct errors or provide a temporary solution.

6. Maintenance

We may temporarily take Vinkey out of operation, in whole or in part, for preventive, corrective or adaptive maintenance. Depending on the circumstances, We will not keep Vinkey out of operation longer than necessary, will arrange for this to take place outside office hours where possible and will begin after giving You written notice, which will be given as soon as possible before commencement.

7. Liability

Unless applicable law provides otherwise, Our total liability for an attributable failure to perform these Terms is limited to compensation for direct damage up to a maximum of the amount You paid during the 12 months preceding the failure.

We are not liable for indirect damage or for corruption, destruction or loss of data or documents.

8. Force Majeure

In the event of force majeure, performance by You and Us of the obligations arising from these Terms is suspended, in whole or in part, for the duration of the force majeure, without You or Us having any obligation to pay damages. Force majeure includes, among other things, (a) government measures, (b) power failures, (c) failures of internet, computer network or telecommunications facilities, d) war, (e) occupation of the workplace, (f) strikes. If the force majeure relating to these Terms lasts longer than 2 months, the other party has the right to terminate these Terms as indicated in Article 3.

9. Confidentiality

We are both obliged during the term of these Terms (i) to use the other's confidential information solely for the proper performance of the obligations set out in the Order and these Terms and (ii) not to disclose any confidential information in any manner to anyone, unless the other's prior written consent has been obtained. Confidential information may, however, be shared if (i) the confidential information had already been published or was otherwise generally accessible to the public at the time of receipt, (ii) it was lawfully obtained from a third party, (iii) it was independently developed by the recipient without using the other's information and/or (iv) disclosure is required by a statutory provision or a court decision. The obligation of confidentiality applies for the duration of these Terms.

Confidential Information means written and/or oral information disclosed by You or Us (disclosing party) to the other (recipient), or information to which the recipient has access, concerning the disclosing party's business and activities (including any existing agreement), which is designated as confidential or may be considered confidential given the nature of the information and the circumstances in which it is disclosed, including but not limited to (i) Our products, (ii) quotations, (ii) business and marketing plans, technology and related information, product plans and drawings, and business processes disclosed by the disclosing party.

10. Processing of Personal Data

Both You and We warrant the correct application of the General Data Protection Regulation to the processing of personal data ("**GDPR**").

For Our cooperation, it is necessary to exchange the other's contact details and enable their use for (i) invoicing and other business enquiries, (ii) contract and customer management and (iii) order processing and deliveries to You ("**Contact Details**"). This exchange, use and processing of Contact Details is carried out by You and Us in the role of Data Controller, in accordance with the GDPR and in a secure manner to prevent unauthorised access to, use or disclosure of Contact Details, solely for the purposes described above.

Our Privacy Statement can be found under Privacy Statement.

11. Applicable Law

These Terms are governed by Dutch law, with the competent court in The Hague having jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

12. Other Provisions

(a) The costs associated with drawing up these Terms are borne by each party itself.

(b) These Terms may only be amended in writing and by agreement.

(c) If one or more provisions of these Terms are void or annulled, the remaining provisions remain unaffected. To the extent possible, We will jointly replace the void or annulled provision(s) with valid provision(s) that reflect the parties' original intention as closely as possible.

(d) The rights and obligations under these Terms may not be transferred to third parties unless the other's prior written consent has been obtained; such consent will not be unreasonably withheld.

(e) These Terms comprise all arrangements concerning the use of Vinkey made between You and Us and replace prior correspondence and arrangements, unless otherwise agreed in writing between You and Us.

END