

General Terms and Conditions Plauti B.V. (EU customers)

Article 1 General

- 1.1 These General Terms and Conditions of Plauti apply to all offers and contracts pursuant to which Plauti provides software and/or services of any nature whatsoever and under whatever name to the customer.
- 1.2 Deviations from and supplements to these General Terms and Conditions shall only be valid if they are agreed between the parties in writing.
- 1.3 The applicability of the customer's purchase conditions or other conditions is specifically excluded.
- 1.4 Plauti reserves the right to amend or supplement the General Terms and Conditions. Plauti shall inform the customer at least one month before the amendment comes into force. In principle, such amendments or supplements also apply to contracts already agreed. If the customer does not accept an amendment to the General Terms and Conditions, it can terminate the concluded contract by means of a notice of termination on the date on which the new conditions enter into force.
- 1.5 If any provision of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions shall remain fully in effect. Plauti and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.
- 1.6 In the event of a conflict between the contract, the General Terms and Conditions, the Plauti Standard Contractual Clauses cloud computing contracts and/or terms and conditions of third parties, the following ranking order shall apply (more specific prevails over general): (1) Plauti Standard Contractual Clauses cloud computing contracts, (2) contract, (3) these General Terms and Conditions, (4) any applicable general terms and conditions of third parties.

Article 2 Conclusion of the contract

- 2.1 All offers (including the prices indicated by Plauti), in whatever form, are without obligation and can be revoked by Plauti. The customer warrants the correctness and completeness of the information provided by it to Plauti and on which Plauti bases its offer.
- 2.2 Unless otherwise stated in these General Terms and Conditions, a contract is concluded by the signing of the contract by the customer. Articles 6:227a and 6:227b of the Dutch Civil Code do not apply (see <http://www.dutchcivillaw.com/civilcodebook066.htm> for an unofficial translation of these articles). Verbal agreements are only valid insofar and after these are expressly confirmed in writing or electronically by Plauti. Plauti reserves the right to refuse orders for its own reasons, in which case Plauti shall inform the customer of this as soon as possible.

- 2.3 Subject to proof to the contrary, the administrative information of Plauti is conclusive and binding with respect to the contents of the contract and this information shall serve as evidence thereof.

Article 3 Performance of the contract

- 3.1 Plauti shall make every reasonable effort to fulfil its obligations. However, Plauti cannot guarantee that the software and/or services will function without restrictions, interruptions, defects or malfunctions at all times.
- 3.2 Plauti reserves the right to make changes and/or improvements to the software or services as well as in the documentation and/or procedures that Plauti deems useful or necessary, without this giving rise to any obligation of compliance, compensation or damages by Plauti to the customer. The customer undertakes to accept these improvements and changes and to follow the instructions of Plauti concerning their implementation.
- 3.3 All (delivery) periods stated by Plauti are approximate dates and are based on the information and circumstances that were known to Plauti when the contract was entered into. Stated (delivery) periods shall never be regarded as a deadline, unless Plauti and the customer expressly agreed otherwise concerning a specific period, in the contract. Therefore, failure to meet a (delivery) period does not result in the immediate default of Plauti.
- 3.4 Plauti shall only be in default after the customer has declared Plauti to be in default by written notice, which notice sets out a reasonable time period for Plauti to discharge its obligations, and if Plauti imputably fails to discharge its obligations within this period. The notice of default must contain a description of the shortcoming that is as complete and as detailed as possible, so that Plauti is able to react effectively.
- 3.5 Plauti shall determine the manner of execution of the services and the persons who will perform the services, to the extent that the parties have not expressly agreed otherwise in the contract. If and to the extent required for the proper execution of the services, Plauti is entitled to have certain work performed by third parties.
- 3.6 If Plauti provides advice – including but not limited to advisory services concerning consultancy, education, training and workshops – whether or not as part of its contractual services, this advice shall be deemed to have been given solely for the benefit of the customer. The use that the customer makes of advice and/or a consultancy report issued by Plauti shall always be at the customer's risk. Advice is provided based on the information provided by the customer. The customer is not entitled to disclose the advice or the associated data to third parties or make it available to third parties, unless (a) Plauti has expressly given its consent to this in writing, (b) the customer has paid the fee/wage due to Plauti for the advice and (c) the customer has agreed with the third party(ies) that Plauti accepts no

responsibility vis-à-vis the third party(ies) with respect to the content of the advice.

- 3.7 The customer warrants the accuracy and completeness of the information, documentation, designs and specifications provided by it to Plauti.

Article 4 Provision of software by Plauti

- 4.1 If it has been agreed in the contract that Plauti will provide the customer with software of its own and/or of third parties, this will take place in accordance with the conditions (of use) as described in the contract, these General Terms and Conditions and (as regards software of third parties) the (license) terms and conditions of these third parties.
- 4.2 Plauti reserves the right at all times to temporarily make the software unavailable when Plauti deems this necessary for the sake of the safety and integrity of the relevant services, the performance of necessary (preventive) maintenance, the repair of defects and the remedy of breakdowns or the modification and improvement of the software of Plauti and third parties. Plauti shall arrange for such period of inactivity to take place outside office hours as much as possible and will notify the customer as soon as possible of the planned period of inactivity. Plauti will never be held liable for any compensation vis-à-vis the customer for the aforementioned period of inactivity.

Article 5 Acceptance

- 5.1 The customer shall accept the software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects. The software provided and the services performed shall be deemed accepted as soon as the software is provided ready to use and the services have been performed.
- 5.2 In these General Terms and Conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by Plauti in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of Plauti is limited to errors within the meaning of these General Terms and Conditions. Plauti does not have any obligation whatsoever with respect to other defects in or on the software.

Article 6 Maintenance and support of the software

- 6.1 Plauti shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software.
- 6.2 The customer must report any errors discovered in the software in detail. Following receipt of the report, Plauti shall strive to the best of its ability to correct errors and/or implement improvements in later, new versions of the software in accordance with its usual pro-

cedures. Depending on the urgency and Plauti's version and release policy, the results shall be made available to the customer in a manner and within a term determined by Plauti. Plauti is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The customer shall itself install, organize, parameterize and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.

- 6.3 The customer shall extend the cooperation required by Plauti in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.
- 6.4 The maintenance work performed by Plauti does not affect the customer's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.
- 6.5 Plauti shall provide - by telephone, email or other means of (digital) communication - advice on the use and functioning of the software specified in the contract. Plauti may set conditions with respect to the qualifications and the number of persons eligible for support. Plauti shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Plauti does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during Plauti's usual business hours.

Article 7 New versions of software

- 7.1 From the time a new version of the software can be made available, Plauti shall no longer be obliged to fix errors in the previous version and to provide support and/or perform maintenance work with respect to a previous version.
- 7.2 Plauti may incorporate functionality from a previous version of the software in unaltered form, but does not guarantee that each new version includes the same functionality as the previous version. Plauti is not obliged to maintain, modify or add certain features or functionalities of the software specifically for the customer.
- 7.3 Plauti may require that the customer modifies its system (equipment, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

Article 8 Guarantee

- 8.1 Plauti does not guarantee that the software made available is free of errors and will function without in-

interruption. Plauti shall make reasonable efforts to correct any errors in the software within a reasonable term if and insofar as the matter concerns software developed by Plauti itself and the customer has provided a detailed, written description of the defects concerned to Plauti. Where there are grounds for doing so Plauti may postpone the correction of errors until a new version of the software is put into operation. Plauti does not guarantee that defects in software that it has not developed itself shall be fixed. Plauti is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

- 8.2 The customer shall identify and list the risks to its organization and take additional measures if necessary. At the customer's request and based on the information provided by the customer, Plauti will provide assistance to the extent reasonable and according to the financial and other conditions set by Plauti, with respect to further measures to be taken by the customer. The assistance of Plauti includes providing information concerning measures to be taken by the customer to prevent and limit the effects of malfunctions, defects in the software, corruption or loss of data or other incidents. Plauti is never obliged to recover data that has been corrupted or lost.
- 8.3 Plauti does not guarantee that the software made available shall be adapted to changes in relevant legislation and regulations on time.

Article 9 Changes and additional work

- 9.1 If, at the request or with prior consent of the customer, Plauti has performed work or supplied services that is or are outside the scope of the agreed work and/or services, the customer shall pay for this additional work or these additional services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Plauti's at that time current rates. Plauti is not obliged to comply with such a request and may require that a separate contract be concluded in writing.
- 9.2 Insofar as a fixed price has been agreed for the provision of services, Plauti shall on request inform the customer in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.
- 9.3 For contracts in which a fixed or maximum number of units (such as records, users, credits or minutes) is agreed, the customer shall request an upgrade if the number of units as agreed in the contract is about to be exceeded. If the agreed number of units is exceeded without an upgrade, Plauti may charge for the excess use. If the agreed number of units is exceeded by more than one tenth, Plauti may disable the services until an upgrade has been obtained.

Article 10 Responsibilities of the customer

- 10.1 To enable proper performance of the contract by Plauti, the customer shall always provide all

necessary information and cooperation to Plauti in a timely manner.

- 10.2 The customer guarantees that the information, designs and specifications that it has provided to Plauti is or are accurate and complete.
- 10.3 The customer guarantees that it will only use the software and services in accordance with the documentation and instructions of Plauti and the applicable terms and conditions of third parties.
- 10.3 The customer is responsible for ensuring that the equipment used by its organization for the software and services satisfies and will continue to meet the minimum requirements set out by Plauti or the third parties in respect thereof. The customer is also responsible for adequate maintenance of this equipment.

Article 11 Price and payment

- 11.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by Plauti are in euros (EUR) unless stated otherwise.
- 11.2 The customer may not derive any rights or expectations from a cost estimate or budget issued by Plauti unless the parties have otherwise agreed in writing. An available budget made known to Plauti by the customer shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by Plauti if this has been expressly agreed in writing.
- 11.3 If, according to the contract concluded between the parties, 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 Plauti for performance of the contract.
- 11.4 Information from Plauti's records shall count as conclusive evidence with respect to the performance delivered by Plauti and the amounts owed by the customer for delivery of this performance, without prejudice to the customer's right to produce evidence to the contrary.
- 11.5 If a periodic payment obligation on the part of the customer applies, Plauti shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract, which adjustments usually take place on the 1st of January of each year. If the contract does not expressly provide for the possibility on the part of Plauti to adjust the prices or rates, Plauti shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the customer does not agree to the adjustment in this latter case, the customer shall be entitled to terminate the contract 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.
- 11.6 The parties shall record the date or dates on which Plauti shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by

the customer in accordance with the agreed payment terms or the payment term stated on the invoice. If payment terms are agreed in the contract, these amounts must be paid within 14 calendar days. The customer may not suspend any payment and may also not set off any amounts owed.

- 11.7 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, Plauti 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 Plauti's other legal and contractual rights.

Article 12 Duration, termination and exit

- 12.1 The (initial) duration of the contract is determined in the contract. If no period is specified therein, the contract has a duration of one (1) year. Unless otherwise agreed, the contract will be automatically renewed by one (1) year periods.
- 12.2 Both parties may terminate for convenience (in Dutch: *opzeggen*) the contract towards the end of the (extended) duration of the contract, subject to a notice period of at least one (1) calendar months. Early and interim termination for convenience of the contract by the customer is only possible for Data Processing Services, in accordance with the Plauti Standard Contractual Clauses cloud computing contracts.
- 12.3 Without prejudice to its legal rights, Plauti is authorized to suspend the fulfilment of its obligations or to terminate the contract for cause out of court (in Dutch: *ontbinden* ex article 6:265 Dutch Civil Code) without notice of default, in whole or in part, without being liable for any refund or compensation if: (a) the customer fails to fulfil its obligations under the contract or fails to do so in good time or in full; (b) in respect of the customer, a suspension of payments, provisional or otherwise, is applied for or granted; bankruptcy is filed or the customer is declared bankrupt; if the company of the customer is liquidated or terminated other than for the reconstruction or amalgamation of companies.
- 12.4 If the customer terminates the contract for cause (*ontbinden*) and has already received services from Plauti, the performance of these services and the related payment obligations cannot be undone, unless the customer demonstrates that Plauti is in default with respect to that performance. Amounts that Plauti has invoiced before the termination for cause with respect to performance or deliveries already properly made in execution of a service, remain payable in full with due regard of the provisions of the previous sentence and are immediately due and payable at the moment of termination for cause.

- 12.5 After being notified of the end of the contract, Plauti will afford all necessary cooperation for a smooth transfer to a new system by the customer, including by making available all data files and information of the customer to the customer or a third party designated by the customer. After termination of the contract for any reason and on any grounds, the customer shall - unless expressly agreed otherwise - immediately cease use of all software made available and (if applicable) immediately remove all copies made thereof from its systems. If the files and information are stored in systems of third parties, the above will apply in accordance with the conditions and restrictions of the applicable terms and conditions of third parties. The reasonable accompanying costs will be reimbursed by the customer at the then-current hourly rates of Plauti. For termination of a contract regarding Data Processing Services, the Plauti Standard Contractual Clauses cloud computing contracts take precedence.

Article 13 Liability

- 13.1 Plauti's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of one year or more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. Plauti's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 50.000 (fifty thousand euros), however.
- 13.2 Plauti's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to Plauti and loss arising from the engagement of Plauti as prescribed by the customer to Plauti is excluded. Plauti's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 13.3 The exclusions and limitations of Plauti's liability described paragraphs 13.1 and 13.2 are entirely without prejudice to the other exclusions and limitations of Plauti's liability described in these General Terms and Conditions.
- 13.4 The exclusions and limitations referred to in these General Terms and Conditions shall cease to apply if and insofar as the loss is the result of deliberate intent or conscious recklessness on the part of Plauti's management.
- 13.5 For there to be any right to compensation, the customer must always report the loss to Plauti in writing as soon as possible after the loss has occurred. Each

claim for compensation against Plauti shall expire after 24 months following the date the claim arose unless the customer has instituted a legal action for damages prior to the expiry of this period.

- 13.6 The customer indemnifies Plauti against any and all claims of third parties due to any liability that is the result of a defect in software or system that the customer supplied to a third party and that consisted in part of equipment, software or other materials supplied by Plauti, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.
- 13.7 The provisions of this article and all other limitations and exclusions of liability referred to in these General Terms and Conditions shall also apply for the benefit of all natural persons and legal entities that Plauti engages in the performance of the contract.

Article 14 Force majeure

- 14.1 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 force majeure. Force majeure on the part of Plauti means, among other things: (i) force majeure on the part of the suppliers of Plauti, (ii) the failure to properly fulfil obligations on the part of Plauti that were prescribed to Plauti by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Plauti by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.
- 14.2 Either of the parties shall have the right to terminate for cause the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

Article 15 Intellectual property

- 15.1 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by Plauti or its suppliers. The customer shall have the rights of use expressly granted under these General Terms and Conditions, the contract concluded in writing between the parties and the law. The rights of use are subject to the observance of the license terms of the third parties concerned. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sublicensed.
- 15.2 Even if not expressly provided for in the contract, Plauti may always take technical measures to protect equipment, data files, websites, software made available, software to which the customer is granted direct or in-

direct access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.

- 15.3 Plauti 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 Plauti itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs Plauti 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 Plauti. The customer shall provide the powers of attorney and information required to Plauti and assist Plauti to defend itself against such claims. This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to Plauti 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 Plauti's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by Plauti itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of Plauti, there is a good chance that such an infringement is occurring, Plauti 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. Any other or further obligation to indemnify on the part of Plauti due to infringement of a third party's intellectual property right is excluded.
- 15.4 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to Plauti for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies Plauti against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party. Plauti is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the customer.

Article 16 Confidentiality

- 16.1 The customer and Plauti must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply to Plauti if and insofar as Plauti is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by Plauti. The party that receives the confidential information may only use

it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.

- 16.2 The customer acknowledges that software originating from Plauti is always confidential in nature and that this software contains trade secrets of Plauti and its suppliers or the producer of the software.
- 16.3 Plauti may refer to customer as a Plauti customer and/or use customer's (brand)names and/or logos/figurative marks within sales, marketing, investor and analyst presentations and materials (including but not limited to Plauti's website).

Article 17 Privacy and data processing

- 17.1 If the services rendered by Plauti entail the processing of personal data the following provisions will be observed.
- 17.2 Regarding the processing of personal data the customer is the 'controller', and Plauti is the 'processor', as defined in the General Data Protection Regulation.
- 17.3 The customer hereby instructs Plauti to process the personal data on its behalf for the performance of the contract. Plauti shall only process personal data in the context of the order arising from the contract and shall otherwise process any personal data in accordance with applicable laws and regulations. In that context it will, inter alia, take appropriate technical and organizational measures to protect the processing of personal data. The customer is aware that Plauti uses (storage) services of third parties for the performance of the contract and agrees to this in advance. Plauti is entitled to process the personal data in an anonymized form for the performance of the contract with its customers including to improve its services and products.
- 17.4 The customer indemnifies Plauti against claims of persons whose personal data is processed, unless the customer proves that the facts on which a claim is based are attributable to Plauti.
- 17.5 The customer is fully responsible for the data that it processes in the context of using a service of Plauti. The customer guarantees vis-à-vis Plauti that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies Plauti against any claim of a third party (including the Dutch Data Protection Authority and other national authorities) instituted for whatever reason in connection with this data or the performance of the contract.

Article 18 Security

- 18.1 If Plauti is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. Plauti does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, 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.

- 18.2 The access or identification codes and certificates provided by or because of Plauti to the customer are confidential and must be treated as such by the customer, and may only be made known to authorized personnel in the customer's own organization. Plauti is entitled to change the access or identification codes and certificates.
- 18.3 The customer must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Article 19 Applicable law and competent court

- 19.1 These General Terms and Conditions as well as all contracts between Plauti and customer are governed by Dutch law. The United Nations Convention on contracts for the International Sale of Goods (CISG) does not apply.
- 19.2 All disputes between the parties that cannot be resolved by mutual consultation, will be presented exclusively to the competent court in Arnhem, the Netherlands, unless parties agree otherwise.

Plauti Standard Contractual Clauses Cloud computing contracts

I. SCCs General

Agreement

1. Customer and Provider agree that Provider will make available to Customer certain Data Processing Services on and in accordance with the terms of this Agreement, which – amongst other – consists of the following documents (hereinafter collectively referred to as the ‘Agreement’):

- I. SCCs General;
- II. SCCs Switching & Exit;
- III. SCCs Termination;
- IV. SCCs Security & Business Continuity;
- V. Annex: Definitions

2. The aforementioned SCCs separately and collectively form an integral part of the Agreement. Any reference to the Agreement shall be deemed to include a reference to said documents.

3. The agreement between Parties on the above supersedes and replaces any previous arrangement, understanding or agreement, whether written or oral, between the Parties with respect to the subject matter in the aforementioned documents. Changes or other amendments or supplements to the Agreement are only valid and effective if these are agreed upon in writing between Parties. These SCCs and chapter VI of the Data Act are not applicable to Data Processing Services which are tailored to the specific needs of an individual Customer, nor to Data Processing Services for testing and evaluation purposes, as referred to in article 31 of the Data Act.

Definitions

4. The definitions used and applicable in these SCCs General, the other SCCs as well as the other documents that are part of the Agreement are set forth in Annex V: Definitions, hereunder.

Order of precedence

5. In the event of any conflict or inconsistency between these SCCs General and the other SCCs on the one hand, and on the other hand any other applicable contractual arrangements, terms, conditions or other (parts of) applicable agreements related to the topics of these SCCs– including any policies, information, documentation, schedules, exhibits, annexes or the like pertaining to them –, these SCCs General and the other SCCs will take precedence with regard to the topics related to them.

Miscellaneous

6. This Agreement is governed by the national laws of The Netherlands.

7. In case of any conflict or other dispute between Parties under or related to this Agreement, Parties will discuss and aim to amicably settle the matter at hand in good faith in line with Article 27 Data Act but without prejudice to any rights and remedies each Party may have.

8. On the latter, Parties can resort to the remedies by applicable law or under the Agreement and – if needed – refer the dispute to the competent court in Arnhem.

II. SCCs Switching and Exit with Self-service automated switching tool

1. Information

1.1. Before placing the order for the Data Processing Services, the Provider makes the information set out in this Article of these SCCs available to the Customer:

1.1.1 available self-service automated switching tools for such Data Processing Services (“Switching Tools”) and the conditions of their use;

- All Plauti applications (including non-native cloud applications) perform their operations on records in Salesforce (or another supported CRM). As a result, all business data remains stored in the Customer’s CRM environment, and no separate switching and porting process is required at Plauti level for such data.
- Application configuration can be exported in JSON format via the Setup pages in the native applications, using the Switching Tools described in our documentation.
- The time needed to export and transfer the Data and Digital Assets out of Plauti’s environment is limited to the time required to export the configuration (JSON) and any other exportable items described in our documentation, since all processing data is always transferred back to the Customer’s CRM system after every data processing job and is then deleted from Plauti-managed infrastructure.

1.1.2 their standard service fees (as recorded in the order confirmation) and, where applicable, early termination penalties: the early termination penalty equals the amount of any unpaid fees until the end of the agreed contract period minus costs actually saved by the Provider as a direct result of the early termination by Customer;

1.1.3 the Switching Charges, including the fees for use the switching tools:
Not applicable;

1.2. The Provider's on-line register with data structures and formats, relevant standards and open interoperability specifications for Data as well as other relevant details on the Data and Digital Assets that can and cannot be transferred and on the procedures, any restrictions and risks that may be involved is available at <https://www.plauti.com/>.

2. Initiation of the switching process

2.1. The Customer must give the Provider a switching notice that it initiates the switching, observing the Notice Period of two (2) months. If the Customer wishes to switch only with regard to certain Data Processing Services, Data or Digital Assets, it must specify that in the switching notice.

2.2. In the switching notice the Customer may inform whether it intends:

2.2.1. to switch to a different Provider of Data Processing Services; in this case The Customer should provide necessary details of the Destination Provider;

2.2.2. to switch to an on-premises ICT infrastructure of the Customer; or

2.2.3. not to switch but only erase their Exportable data and Digital Assets.

2.3 The Customer may also indicate in the switching notice the time window(s) for switching (i.e. a period, for example a weekend, during which the Customer intends to make its systems unavailable for the users and no update occur so that the data are frozen and Customer may carry out the switching) and the additional IT Resources required by the Customer in such time windows. If the Provider is not able to ensure such IT resources in the indicated time-windows, it should object not later than 7 working days of notice with due justification and propose several alternative "time-windows" to the Customer ensuring at the same time that the Transitional Period of 30 days is respected.

2.4 The Provider should confirm to the Customer the receipt of the switching notice not later than within 7 working days using the same way of communication as the one used by the Customer.

3. Transitional Period

3.1. When the Provider cannot respect the agreed Transitional Period because this is not technically feasible, the Provider undertakes to:

3.1.1. notify in writing including by adequate electronic means, the Customer within fourteen (14) working days after receiving the notice for switching;

3.1.2. indicate an alternative Transitional Period, which must not exceed seven (7) months from the date of the Customer's switching notice; and

3.1.3. give proper justification for the technical unfeasibility

The Customer should then confirm the receipt of such extension notice within 3 working days.

3.2 The Customer may extend the Transitional Period once, for a period they consider more appropriate for their own purpose, for no longer than two (2) months. In that case, the Customer must notify the Provider in writing including by adequate electronic means, of their intention until the end of the original Transitional Period and indicate the alternative Transitional Period. The Provider should confirm the receipt of such extension notice within 7 working days.

4. Obligations of the Provider during the switching process

4.1. Provider undertakes to provide reasonable assistance to the Customer and third parties authorized by the Customer once the switching process starts and throughout its duration so that the Customer can switch within the Transitional Period. To this effect, the Provider must, in particular:

4.1.1 Act with due care to maintain business continuity and continue to provide the functions or Data Processing Services under the Agreement .

4.1.2. Maintain a high level of security throughout the switching process, in particular for the security of the data during their transfer.

4.1.3. if problems are detected during the switching and cannot be resolved through technical support, together with the Customer, analyse the causes and agree on the solutions.

5. Customer's obligations

5.1. The Customer undertakes to take all reasonable measures to achieve effective switching. The Customer undertakes to be responsible for the import and implementation of Data and Digital Assets in their own systems or in the systems of the Destination Provider.

5.2. The Customer or third parties authorised by them, including the Destination Provider, undertake to respect the intellectual property rights of any materials provided in the switching process by the Provider. The Customer undertakes to provide access to and if necessary to sublicense the use of these materials to third parties or to the Destination Provider only insofar as necessary to complete the switching process until the end of the agreed Transitional Period, including the alternative Transitional Period, respecting at the same time the confidentiality commitments, as well as the intellectual property rights granted by the Provider

6. Data retrieval and erasure of data

6.1. The Customer could retrieve or erase their data during the Agreed Period of Data Retrieval, which is 30 days.

6.2. At the end of the Agreed Retrieval Period, and if the switching process has been completed successfully, the Provider undertakes to erase all Exportable data and Digital Assets generated by the Customer or related to the Customer directly and confirm to the Customer that it has done so, except for the Exportable data which the Provider is obligated to store under mandatory EU or EU Member States laws as long as the Provider notifies the Customer, if allowed by the law, what Exportable data it will retain, for how long and on what grounds.

7. Charges for the switching process and egress charges

The charges to be paid by the Customer for switching are as follows: the Provider does not charge for the use of the Self-service switching tool.

8. Termination of the switching process

8.1. As soon as the Customer notifies the Provider that the switching process is successfully completed, the Provider undertakes to notify the Customer immediately of the contract's termination. This corresponds to Clause 5.1 in SCCs Termination. If the Customer does not notify the Provider about successful switching or the lack thereof, while the Provider has justified grounds to believe that the switching was successfully completed by the Customer, the Provider may send the Customer the request for confirmation whether the successful switching took place. If the Customer will not confirm successful switching within 30 working days from such request, it is deemed that the switching was not successful and the Agreement will not be terminated and the Agreement will continue on its existing terms.

8.2. If the Customer does not want to switch but rather to erase their Exportable data and Digital Assets as per point 3.2.3 Initiation of the switching process above, at the end of the agreed Notice Period the Provider undertakes to notify the Customer of the termination of the contract.

III. SCCs Termination

Termination

1.1 The Agreement will be considered terminated between the Parties when one of the following events has occurred in full:

1.1.1 Where applicable, on the successful completion of the switching process ('Event A'). Should Event A occur before the agreed duration of the Agreement expires, then the early termination fees set out in this Agreement will apply, or;

1.1.2 At the end of the Notice Period where the Customer does not wish to switch but to erase its Exportable data and Digital Assets on termination of the service ('Event B').

Termination of the Agreement if the switching process is successfully completed, will be further detailed and otherwise arranged for in Clauses 4.1 and 5.1.

2.1 If the Agreement contains any terms regarding termination subject to statutory law or related cases such as those mentioned here below:

- a. A Party is applying for moratorium, suspension of payments, or a Party has been declared bankrupt;
- b. A Party has still not met, in a timely fashion, any material or other obligation arising from the Agreement that results or could result (either by contract or law) in a termination of the Agreement;
- c. A Party has experienced a change of ownership or control that, by contract or law, results or could result in the termination of the Agreement,
- d. The Agreement is declared null and void as per a breach of or change in the applicable mandatory law, or;
- e. Similar or identical situations, or any other situations that, by contract or law, result or could result in the termination of the Agreement,

the Agreement together with the agreed Data Processing Services and functions will not be terminated or expire before any of the situations described in the Clauses 1.1.1 or 1.1.2 (Events A or B) have clearly occurred. For the avoidance of doubt, this does not affect any other rights or remedies a Party may have available towards the other Party.

The Customer may agree its successful switching metrics, as well switching milestones with the Source Provider and report the status of their achievement during the switching process. In any case, the Customer should inform the Provider of its successful switching as set forth in Clause 5.1.

3.1 If the completion of the switching process set forth in Clause 1.1.1 is not successful, Parties must cooperate in good faith to identify and resolve the matter at hand to improve the switching process and achieve successful completion, enable a timely transfer of data and maintain continuity of the Data Processing Services. In particular, upon Customer request the Provider should support the Customer in identifying the reasons for unsuccessful switching and advise how identified obstacles could be removed or worked around. If the Customer relied on the automated tools offered by the Provider, which have not ensured successful switching, the Customer may demand that the Provider agree to a detailed Switching and Exit Plan to carry out the switching process within 30 days from the Customer's request. The rules applicable to switching charges apply to support and other Provider's Data Processing Services referred to in this section.

3.1.1. At its discretion, Customer will involve the Destination Provider on Customer's behalf.

3.1.2. Without prejudice to other legal remedy available under applicable law, the Agreement will not be terminated or expire before successful completion of the switching process, or before a relevant decision taken by a competent court or by a between Parties chosen and agreed forum.

3.1.3. If there is any conflict or inconsistency between these Clauses and any other agreement on termination between the Parties, these clauses shall take precedence.

Termination Process

4.1. Successful completion of the switching process set forth in Clause 1.1.1 can only occur and will be (deemed) completed, after:

4.1.1. the agreed Notice Period has expired, and

4.1.2. the Transitional Period has commenced after the Notice Period has elapsed, Clause 1.1.1 applies, and the Switching and Exit Assistance set out in that clause must be initiated and completed;

4.1.3. the Data Retrieval Period has commenced after the termination of the Transitional Period, and;

4.1.4. the data erasure has been completed successfully after the expiry of the Data Retrieval Period or after the expiry of an alternative agreed period following the successful completion of the switching process.

5.1. As soon as the Customer notifies the Provider that the switching process is successfully completed, the Provider undertakes to notify the Customer immediately of the termination of the Agreement. If the Customer does not notify the Provider about successful switching or the lack thereof, while the Provider has justified grounds to believe that the switching was successfully completed by the Customer, the Provider may send the Customer the request for confirmation whether the successful switching took place. If the Customer will not confirm successful switching within 30 working days from such request, it is deemed that the switching was not successful and the Agreement will not be terminated and will continue on its existing terms.

6.1. If the Customer does not wish to switch but rather to erase its Exportable data and Digital Assets set forth in Clause 1.1.2 can only occur and will be deemed completed, if:

6.1.1. the agreed Notice Period has expired, and;

6.1.2. the Customer has unconditionally and clearly asked the Provider to execute the Data Erasure, and in response the Data has been successfully erased and this has been confirmed by the Provider.

6.1.3. At the end of the agreed Notice Period the Provider undertakes to notify the Customer of the termination of the Agreement.

7.1. If at the end of the Transitional Period the Customer decides not to erase all its exportable data and Digital assets at the end of the Minimum Period of Data Retrieval and wishes to ensure that they will be available in the service of limited functionality for a specified additional time or the Customer and Provider agreed to maintain the Agreement in place without providing any specific Data Processing Services, unless ordered explicitly by the Customer (Event C), such can only occur, after:

7.1.1. the agreed Notice Period has expired, and;

7.1.2. the Transitional Period is completed, and;

7.1.3. an Alternative Period of Data Retrieval and other terms and conditions for the service of limited functionality or maintaining the Agreement in place have been agreed between the Customer and the Provider (in particular, allowing the Provider to delete the data after the Alternative Period of Data Retrieval, and/or specifying the remuneration for such additional term).

If the Alternative Period of Data Retrieval and other conditions of service during such time are proposed by the Provider, the Agreement must not terminate or expire before the Customer has (at their sole discretion) accepted the solution and unambiguously confirmed that the Agreement is terminated.

8.1. If the Agreement has been explicitly concluded for a fixed duration and the expiry date is reached before the switching process is completed, and the Customer has not requested its exportable data and Digital assets to be erased (Event D), then:

8.1.1. the Transitional Period begins on the Agreement expiry date, and the Provider shall provide reasonable assistance as set out in SCC Switching and Exit;

8.1.2. on successful completion of the switching process, the Clauses 1.1.1 and 2.1 above applies (Event A is triggered), and;

8.1.3. on unsuccessful completion of the switching process, Clause 3.1 above applies .

IV. SCCs Security & Business Continuity

General

1.1. In accordance with applicable EU or national law, while providing the Data Processing Services the Provider undertakes to apply the most appropriate technical and organisational measures to ensure the level of security and resilience appropriate to the risks presented by the Services and their intended and reasonably foreseeable use.

1.2. Furthermore, the Provider undertakes to avoid service disruptions and maintain continuity of the Data Processing Services. This includes having and maintaining adequate

business continuity management that comprises, without limitation, contingency planning and disaster recovery measures based on established best practice and market standards. These measures must be kept up to date and periodically reviewed and tested by the Provider.

Security

1.3. Further to clause 1.1, in accordance with the applicable EU and national law, the Provider must implement appropriate technical and organisational measures to ensure that a high level of security is maintained during the Switching process. This relates, in particular, to the security of Data during their transfer and the continued security of the Data during the retrieval period.

1.4. The Provider must implement appropriate technical and organisational measures to ensure that a level of security appropriate to the level of risks is maintained during the Switching process. This includes, but is not limited to:

A. relevant risks related to the security of Data processing, identity management and access control, Data portability, Data retrieval, ongoing Data confidentiality, integrity and availability; and

B. any other risks concerning and otherwise related to effective switching.

1.5. Such measures as laid down in clauses 1.1 and 1.3 must – for any service model and any deployment model – at least ensure, without limitation:

A. ongoing confidentiality, integrity, availability of the Data and resilience of the Services, Exportable data and Digital assets;

B. restoration of the availability and integrity of the Data and access to them in a reasonably timely manner in the event of a physical, technical or organisational security breach, incident or similar event (collectively: ‘incident’); and

C. continuous monitoring and regular testing, assessment and evaluation of the effectiveness of technical and organisational measures to ensure the security of the Services, of the Exportable data and the Digital assets.

1.6. The Provider must notify the Customer of any incident that may significantly impact the Customer’s use of the Services, the Customer’s Exportable data and Digital assets. The Provider must give the notification without undue delay – but in any event not later than 48 (fortyeight) hours from becoming aware of the incident, unless regulatory obligations require an early warning or similar notification within 24 (twenty-four) hours.

The Provider’s notification must include the information required for the Customer to be able to thoroughly investigate

the incident and related consequences. The Provider must promptly, effectively, reasonably and at no additional cost, assist and otherwise cooperate with the Customer (including with third parties authorised by the Customer) regarding any investigation action the Customer is entitled to undertake in accordance with applicable EU and national law.

1.7. The notification as referred to in clauses 1.6 and 1.10 must be made by the Provider to the Customer as follows:

A specific notification on the service portal used by the Customer and/or via email to the email account of a duly authorised representative of the Customer as stated in the order form or as subsequently notified to Provider in writing.

1.8. Where the Provider is affected or is likely to be affected by an incident that may have an impact on the Customer’s operations, including their ongoing use of the Services, the provider must take the most appropriate action necessary to minimise the impact of such incidents and prevent these from recurring. This does not affect other rights that the Customer may have by Agreement or by applicable EU or national law.

Business continuity

1.9. Further to clause 1.2, the Provider must in particular:

A. act with due care to maintain business continuity and continue to provide the Services under the agreement;

B. provide clear information concerning known risks to continuity in the provision of the Services; and

1.10. The Provider must ensure that they notify the Customer as laid down in clause 1.6, without undue delay and not later than 48 (forty-eight) hours – unless regulatory obligations require an early warning or similar notification within 24 (twenty-four) hours – of any business continuity incidents or similar events (collectively: ‘business continuity incident’) that may have a significant impact on the Customer’s use of the Services, Exportable data and Digital assets. The deadline for the notification as indicated above starts from the moment the Provider becomes aware of any such incident.

The Provider must ensure that any such notification includes the information required for the Customer to be able to thoroughly investigate such event(s) and related consequences. The Provider must promptly, effectively, reasonably and at no additional cost assist and otherwise cooperate with the Customer (including with third-party suppliers of the Customer) regarding any investigation and action the Customer is entitled to undertake in accordance with applicable EU and national law.

1.11. Where the Provider is affected or is likely to be affected by a business continuity incident that may have an impact on the Customer’s operations and the Customer’s

ongoing use of the Services, the provider must take appropriate action necessary to minimise the impact of such events and prevent them from recurring. This does not affect other rights the Customer may have as provided in the Agreement or by applicable EU or national law.

Miscellaneous

1.12. At the Customer's request, the Provider must, without undue delay, provide the Customer with a summary of the key elements of the Provider's security measures and related security management, and of its business continuity and related contingency management and of any material changes to any of the above.

1.13. At the Customer's request, the Provider must without undue delay also provide the Customer with additional details complementing the above-mentioned summary, such as test results and assurance evidence. In this case, the Provider may require a non-disclosure arrangement to be concluded with the Customer before sharing such details. Such an arrangement must however include customary exceptions and be without any effect on the other terms of this paragraph, the Agreement or applicable EU or national law. The Provider has the right to request that the details be shared on a need-to-know basis only, including with its Designated Provider(s) or other relevant third-party suppliers of the Customer.

1.14. The Provider must as soon as reasonably possible make any changes to security measures and related security management, as well as to their business continuity measures and related contingency management as provided for in these SCCs, as necessary to ensure ongoing compliance as laid down in these two clauses.

V. Annex: Definitions

The following definitions in these SCCs as well as the other parts of the Agreement (including its Annexes) as agreed between Parties, will have the following meaning:

1. **Agreement** means the written agreement between Parties in respect of the provision of Services, any amendment thereof or supplement thereto, as well as all acts related to performance of the Agreement(s), including without limitation its Annexes;

2. **Annex** means an annex, schedule or exhibit explicitly referenced in the Agreement;

3. **Customer** as defined in Article 2(30) Data Act: a natural or legal person that has entered into a contractual relationship with a Provider of Data Processing Services with the objective of using one or more Data Processing Services.

For purposes of this Agreement, said Customer is the legal entity, person or organisation with whom Provider wishes to enter into, enters into or has entered into a legal relationship regarding providing Services by Provider, as well as re-

lated matters. There is no sectorial limitation under the Data Act, whether a Customer is part of the private, public, public-private or any other sector;

4. **Data** as defined in Article 2(1) Data Act. For easy reference: any digital representation of acts, facts or information and any compilation of such acts, facts or information, including in the form of sound, visual or audio-visual recording;

5. **Data Act** means Regulation (EU) 2023/2854 ('DA');

6. **Data egress charges** as defined in Article 2(35) Data Act. For easy reference: Data transfer fees charged to Customers for extracting their Data through the network from the ICT infrastructure of the Provider of Data Processing Services to the system of a different provider or to on-premises ICT infrastructure;

7. **Data Processing Service** as defined in Article 2(8) Data Act. For easy reference: a digital service that is provided to a Customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service provider interaction.

For purposes of this Agreement, the said Data Processing Services regard those provided or to be provided by Provider to Customer as agreed under the Agreement, not being Other Services;

8. **Destination Provider** as mentioned in Article 2(34) Data Act, means the destination provider of Data Processing Services, whereby the Customer changes from using the Data Processing Services from Provider to using another Data Processing Service of the same service type, or other service, offered by such different provider of Data Processing Services, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the Data;

9. **Digital assets** defined in Article 2(32) Data Act. For easy reference: elements in digital form, including applications, for which the Customer has the right of use, independently from the contractual relationship with the Data Processing Service it intends to switch from;

10. **Exportable data** as defined in Article 2(38) Data Act. For easy reference: the input and output Data, including metadata, directly or indirectly generated, or cogenerated, by the Customer's use of the Data Processing Service, excluding any assets or Data protected by intellectual property rights, or constituting a trade secret, of the Provider or third parties;

11. **Functional Equivalence** as defined in Article 2(37) Data Act. For easy reference: re-establishing on the basis of the Customer's Exportable data and Digital assets, a minimum

level of functionality in the environment of a new Data Processing Service of the same service type after the switching process, where the destination Data Processing Service delivers a materially comparable outcome in response to the same input for shared features supplied to the Customer under the Agreement;

12. **Interoperability** as defined in Article 2(40) Data Act. For easy reference: the ability of two or more data spaces or communication networks, systems, connected products, applications, Data Processing Services or components to exchange and use data in order to perform their functions;

13. **Notice Period** as defined in Article 25(2)(d) Data Act, and within that meaning further defined in the SCC Switching and Exit, as agreed between Parties under the Agreement;

14. **Transitional Period** as defined in Article 25(2)(a) Data Act, and within that meaning further defined in the SCC Switching and Exit, as agreed between Parties under the Agreement;

15. **Metadata** as defined in Article 2(2) Data Act . For easy reference: a structured description of the contents or the use of data facilitating the discovery or use of that data;

16. **Minimum Period of Data Retrieval** as defined in Article 25(2)(g) Data Act, and within that meaning further defined in the SCC Switching and Exit, as agreed between Parties under the Agreement;

17. **Non-personal Data** as defined in Article 2(4) Data Act. For easy reference: data other than Personal Data;

18. **On-premises ICT infrastructure** as defined in Article 2(33) Data Act. For easy reference): ICT infrastructure and computing resources owned, rented or leased by the Customer, located in the data centre of the Customer itself and operated by the Customer or by a third-party;

19. **Other Services** means all professional Services of whatever nature to be provided by Provider to Customer under the Agreement as defined therein, that are not Data Processing Services;

20. **Party or Parties** means Customer or Provider, respectively Customer and Provider;

21. **Personal Data** as defined in Article 4, point (1), of Regulation (EU) 2016/679 (General Data Protection Regulation ('GDPR'));

22. **Plan** means the switching and exit plan referred to in the SCC Switching and Exit, as agreed between Parties under the Agreement;

23. **Processing** as defined in Article 2(7) Data Act. For easy reference) being: any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation,

structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or other means of making them available, alignment or combination, restriction, erasure or destruction;

24. **Provider** (or as also mentioned in Article 2(34) Data Act, **Source Provider**) means the source provider of Data Processing Services being the legal entity with whom Customer wishes to enter into, enters into or has entered into a legal relationship regarding providing Data Processing Services and Other Services by Provider under the Agreement;

25. **Same Service Type** as defined in Article 2(9) Data Act. For easy reference) being: a set of Data Processing Services that share the same primary objective, Data Processing Service model and main functionalities;

26. **Services** means both the Data Processing Services as well as all Other Services as agreed by Parties under the Agreement;

27. **Service Fee** means the fees due and owed by Customer to Provider as consideration for the provision of Services as agreed by Parties under the Agreement;

28. **Switching** as defined in Article 2(34) Data Act. For easy reference : the process involving the (source) Provider, a Customer of a Data Processing Services and, where relevant, a destination provider of Data Processing Services, whereby the Customer of a Data Processing Service changes from using one Data Processing Service to using another Data Processing Service of the same service type, or other service, offered by a different provider of Data Processing Services, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data;

29. **Switching charges** as defined in Article 2(36) Data Act. For easy reference: charges, other than standard service fees or early termination penalties, imposed by a provider of Data Processing Services on a Customer for the actions mandated by the Data Act for switching to the system of a different provider or to on-premises ICT infrastructure, including data egress charges.