



General terms and conditions of Montr B.V.

Article 1. Applicability

- 1.1** These general terms and conditions apply to and form part of all offers, quotations and activities of Montr B.V. ('Montr') and all agreements between Montr and a Purchaser. "Purchaser" is taken to mean: the person who has concluded an agreement with Montr to purchase one or more products and/or services, whether or not in the form of a subscription ('Agreement').
- 1.2** Deviations from these general terms and conditions will only be valid if they have been agreed in writing.
- 1.3** By accepting an offer or quotation in which these general terms and conditions are declared applicable, the Purchaser accepts the applicability of these general terms and conditions.
- 1.4** The applicability of general terms and conditions of a Purchaser is expressly rejected, unless expressly agreed otherwise in writing.
- 1.5** An amendment to an Agreement will only be valid if it has been agreed in writing and has been accepted by both parties.
- 1.6** Montr reserves the right to unilaterally amend these general terms and conditions. If Montr wants the amendment to be applicable to current Agreements, it will inform the Purchaser of the amended general terms and conditions. The amendments are binding for the Purchaser, but not sooner than two weeks after the Purchaser has been notified of the amendments in writing.

Article 2 Quotations and agreement

- 2.1** All offers and quotations of Montr are without obligation, unless they contain a term for acceptance by the Purchaser.
- 2.2** The Agreement is concluded by the Purchaser accepting an offer or quotation in writing, or by Montr executing the Agreement at the Purchaser's request. Once concluded, Agreements cannot be prematurely terminated by the Purchaser, unless the Purchaser pays an amount that corresponds proportionally to the duration of the products and/or services already delivered, with a minimum of 50%.
- 2.3** Montr can revoke or change an offer or quotation. If this occurs within two days after receipt by the Purchaser no Agreement has been concluded.
- 2.4** An order from the Purchaser which has not been preceded by a written quotation or which has been accepted after the expiry of the period referred to in 2.1 requires written acceptance by Montr.
- 2.5** The delivery periods included by Montr in the quotation or offer, or otherwise stated by Montr, are not strict deadlines, but target periods from which the Purchaser cannot derive any rights.
- 2.6** The Purchaser guarantees that:
- it will provide the cooperation required for the execution of the Agreement, such as supplying content, providing input and deploying employees, in a timely manner;
 - it will only use hardware that meets Montr's (system) requirements and will always use the latest updates issued by Montr;
 - the content and other material supplied by it is correct, complete and up to date, does not infringe the intellectual property rights of third parties, is in accordance with the law and the Purchaser does not breach any obligation of confidentiality by supplying the content;
 - it will inform Montr in good time of circumstances that are relevant to the performance of the Agreement;
 - that it complies with all applicable laws and regulations in connection with the performance of the Agreement, including but not limited to the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*) if Montr processes personal data in the context of the Agreement.
- 2.7** If the Agreement includes the delivery of a product, including software, Montr will deliver the product by making it available to the Purchaser on an 'as is', 'where-is' basis. Unless otherwise agreed in writing, the Purchaser will then have eight calendar days to test the product and Montr will try to remedy any defects found during that period.
- 2.8** Montr is not obliged to maintain a delivered product, unless explicitly agreed otherwise. If it is agreed with the Purchaser that Montr will maintain the product, it will do so during the term of the Agreement and subject to (i) payment of the amounts owed to Montr and (ii) compliance by the Purchaser with the guarantees referred to in paragraph 6.
- 2.9** Montr will include the product and/or services supplied and the price thereof in the quotation or offer. If Montr carries out more work at the Purchaser's request, this constitutes additional work, which it will charge to the Purchaser at Montr's then applicable hourly rates.
- 2.10** In the performance of the Agreement, Montr only has a best-efforts obligation, unless it explicitly commits itself to a result and that result has been described in a sufficiently clear manner.

Article 3 – Prices and payment

- 3.1** Montr will deliver the products and services, whether or not in the form of a subscription, at the prices and rates stated in the quotation or offer accepted by the Purchaser in a timely manner.
- 3.2** Unless indicated otherwise, all prices and rates are exclusive of VAT and all other costs.
- 3.3** Montr is free to annually change the prices of its subscriptions and other products and services. The new prices will take effect at the start of a new contract year or Agreement, unless expressly agreed otherwise. In the event of price changes, the Purchaser will not be entitled to terminate the Agreement in whole or in part, unless the Purchaser cannot reasonably be required to continue the Agreement at the new prices, which must be demonstrated by the Purchaser.
- 3.4** Montr invoices simultaneously with the delivery of a product, or immediately at the start of the activities, unless otherwise agreed in writing. Payment must be made within fourteen days of the invoice date, unless otherwise agreed in writing.
- 3.5** The Purchaser is not entitled to invoke suspension or setoff.
- 3.6** Montr is at all times entitled to require advance payment from the Purchaser.
- 3.7** If a payment term is exceeded, Montr is entitled to suspend its obligations towards the Purchaser with immediate effect and without prior notice, the Purchaser is in default by operation of law without any further notice of default being required and all claims against the Purchaser become immediately due and payable. In that case, the Purchaser owes the statutory interest from the due date of the invoice and all judicial and extrajudicial costs that Montr has to incur to collect its claim are for the account of the Purchaser.

Article 4 Complaints and liability

- 4.1** If the Purchaser believes that Montr fails in the performance of the Agreement in any way, the Purchaser must inform Montr thereof in writing immediately, and in any event within eight calendar days after this has been established, and always within ten calendar days after performance of a service or delivery of a product, failing which any claim against Montr in respect of the said failure will lapse. The Purchaser must clearly and specifically indicate the nature of the failure in its opinion and allow Montr a reasonable period of time to still comply with its obligations.



- 4.2** If a complaint is found to be justified by Montr, Montr is only obliged to remedy the failure in question.
- 4.3** Lodging a complaint does not suspend the Purchaser's obligations arising from the Agreement.
- 4.4** In the event of errors and/or defects in a delivered product, including software, Montr's liability does not exceed what is set out in article 4, paragraph 7.
- 4.5** Montr is only liable for damage caused by the employees charged with the management of Montr.
- 4.6** If Montr can be held liable for damage on account of an attributable failure or otherwise, Montr will only be liable for the following damage:
- the reasonable costs incurred to prevent or limit damage which could be expected as a result of the event on which the liability is based;
 - the reasonable costs incurred to establish damage and liability;
 - reasonable costs incurred to obtain an out-of-court settlement.
- 4.7** Any liability is also limited to the amount paid out in the specific case under the liability insurance(s) taken out by Montr, increased by the amount of the excess applicable under these insurances. If for any reason no payment should be made under the aforementioned insurance policies, Montr's total liability will be limited to the amount paid to Montr for the relevant activities and/or products from which the damage arises, excluding turnover tax, and, if the activities have a longer term, up to no more than the amount, excluding turnover tax, paid by the Purchaser in the calendar year in which the damage occurred. However, Montr's total liability for all damage amounts jointly will never exceed (i) €100,000 in case of damage due to death or injury and (ii) €50,000 in case of other damage.
- 4.8** Without prejudice to the foregoing, Montr's liability for consequential damage, loss of profit, lost savings, reduced goodwill, loss due to business interruption, damage as a result of claims by customers, purchasers and/or clients of Purchasers, damage to or loss of data, data supplied to the Purchaser being incorrect, incomplete or not up-to-date, damage relating to the use of goods, materials or means of transport of third parties stipulated or supplied by the Purchaser to Montr, damage relating to acts and/or omissions of third parties engaged by Montr and damage relating to the engagement of suppliers stipulated by the Purchaser to Montr is excluded at all times.
- 4.9** Apart from the damage referred to in paragraphs 4 up to and including 8 of this article, Montr is not liable for any damage suffered by the Purchaser. The limitation or exclusion of liability referred to in this article does not apply insofar as the damage is the result of an intentionally reckless or deliberate failure on the part of the employees charged with the management of Montr.
- 4.10** A condition for the existence of any right to compensation of damage is always that the Purchaser has complained to Montr within the period referred to in paragraph 1 of this article. The possibility of instituting any legal action or lodging any dispute further to the activities and/or the products lapses and/or prescribes six months after the Purchaser has lodged a protest in this respect or six months after the last date on which it should have protested pursuant to paragraph 1 of this article.
- 4.11** The Purchaser indemnifies Montr against third party claims, including but not limited to costs for legal assistance, claims by employees of the Purchaser and claims by data subjects within the meaning of the Dutch Personal Data Protection Act, which relate to the performance of the Agreement and for which Montr is not liable pursuant to the Agreement and/or these general terms and conditions.
- 4.12** In the event of a failure on the part of Montr that cannot be attributed to it by virtue of the law, juridical act or generally accepted practice, the Purchaser is not entitled to terminate the Agreement or to any form of compensation, also not by virtue of article 4.2. This applies, among other things – but not exclusively – in the event of operational failures at Montr or external parties engaged by it, sickness absence of Montr's employees, failures in the supply of energy and (data) networks, failures by auxiliary persons and any (other) hindering of external parties as a result of which Montr cannot comply with the Agreement (in whole or in part). If such a situation arises, Montr will consult with the Purchaser and will do everything in its power to comply with the Agreement as soon as possible.
- Article 5 Intellectual property**
- 5.1** All intellectual property rights – including but not limited to: trademark rights, design rights, copyrights and patent rights – to products and other works developed and delivered by Montr, including software, (hereinafter jointly referred to as 'the Works') are and will remain vested in Montr.
- 5.2** The Purchaser is prohibited from otherwise reproducing or arranging for the reproduction of the Works – which also includes storage in an automated file – making them available to third parties or making them public in any other way without Montr's prior written consent.
- 5.3** Montr is considered the creator or designer of all Works that have been or will be produced within the framework of the Agreement with the Purchaser.
- 5.4** If the Purchaser obtains a licence for use from Montr with regard to a Work, this license will be non-exclusive and non-transferable and will automatically lapse upon termination of the Agreement, unless agreed otherwise in writing.
- 5.5** The Purchaser indemnifies Montr against all third party claims on account of infringement of intellectual property rights in respect of goods delivered and/or activities performed by the Purchaser in the context of the execution of the Agreement and will compensate Montr for all costs and damage, including the costs of legal assistance, arising from such claims.
- 5.6** The Purchaser is not permitted to remove or change any indication regarding trademarks, trade names, copyrights or other intellectual property rights in the Works delivered by Montr, nor to reverse engineer the Works in any way.
- 5.7** All data, information and documents that the Purchaser provides to Montr in execution of the order/agreement and that Montr did not yet have at its disposal – including but not limited to questionnaires – will only be used for this purpose and will not be shared with third parties.

Article 6 Privacy

- 6.1** If Montr processes personal data for the Purchaser in the context of the performance of the Agreement, it does so exclusively as processor within the meaning of the Dutch Personal Data Protection Act. The Purchaser will at all times be responsible for ensuring that the laws and regulations relating to that personal data are complied with, including but not limited to ensuring that there is a basis for processing that personal data and informing the data subjects about the processing. In that context, the Purchaser is also responsible for concluding a processing agreement with Montr. Montr reserves the right to suspend the execution of the Agreement until the parties have reached agreement on the content of the processing agreement.
- 6.2** If Montr is a processor, it will ensure the confidentiality and security of the personal data, with due observance of the nature of the data, the risks and costs associated with the processing and the state of the art; Montr does not guarantee 100% complete security. The Purchaser will bear the costs of security that go beyond the security offered by Montr as a standard. Montr will do its utmost make these costs known to the Purchaser as much in advance as possible.



6.3 Furthermore, as processor, Montr will only process the personal data on behalf of the Purchaser. Unless otherwise agreed with the Purchaser, the personal data will be removed from Montr's server after 21 days. The costs related to cooperating with requests from third parties in connection with the personal data, such as data subjects or government bodies, will be charged on to the Purchaser on the basis of article 2, paragraph 9.

Article 7 Duration and termination

7.1 An Agreement will commence upon signing, for the duration stated therein.

7.2 Montr is entitled to suspend the performance of any obligation towards the Purchaser as long as the Purchaser has not complied with a (payment) obligation in respect of Montr under any legal relationship whatsoever.

7.3 Montr is entitled to, at its own discretion, terminate or rescind the Agreement in writing, with immediate effect, without having to observe a notice period or owing the Purchaser any compensation whatsoever, if:

- a. after having been declared in default of performance of its obligations by Montr and after having been given a reasonable opportunity to still comply with its obligations, the Purchaser does not comply with any obligation under the Agreement, or does not do so properly or in good time, unless such non-compliance is not of such a nature that it can reasonably justify immediate termination and unless the Purchaser is already in default without notice of default, such as with regard to its payment obligations;
- b. a petition for bankruptcy has been filed, or a suspension of payments has been applied for, or a private composition is concluded with creditors with regard to the Purchaser;
- c. the Purchaser's business is dissolved, liquidated or shut down;
- d. an attachment in execution is levied on a substantial part of the Purchaser's assets;
- e. a third party acquires control of the Purchaser or its company.

If one of the above situations occurs while the Purchaser has not – or not fully – complied with its payment obligations, all claims against the Purchaser will become immediately due and payable and Montr will immediately claim payment, either or not increased by the interest and (extra)judicial collection costs payable.

7.4 After termination of the Agreement, for whatever reason, all rights granted to Purchaser will lapse, including the right to use the Works.

Article 8 Subscriptions

8.1 Without prejudice to and in addition to the general terms and conditions included above, Purchasers who subscribe to one or more of Montr's products and/or services ('Subscription') are subject to the additional terms and conditions included in this article. If the other general terms and conditions conflict with the additional terms and conditions in this article, these additional terms and conditions take precedence.

8.2 Montr is at all times entitled to change and further develop a product for which a Subscription has been concluded at its own discretion. A new version of the product in question will be offered to the Purchaser and will be made available after consultation between the parties and/or subject to additional conditions. The new version must be installed by the Purchaser on the hardware.

8.3 Unless otherwise agreed in writing, each Subscription has a duration of twelve months counting from the day the Agreement is concluded. A Subscription is automatically renewed for one year at a time, unless the Purchaser cancels the Subscription in writing at least one month before the expiry date.

8.4 Termination of a Subscription by the Purchaser can only take place if the Purchaser has fulfilled all payment obligations.

8.5 The Purchaser will be notified of price increases of Subscriptions in writing no later than two months before the end of the current contract year.

8.6 Half (50%) of the agreed subscription price must be paid by the Purchaser in advance. The remaining part (50%) of the price will be charged by Montr six months after the subscription date.

8.7 The Purchaser is not permitted to transfer – the access to and rights of use of – a Subscription to a third party, unless Montr has given prior written permission to do so.

Article 9 Transfer of the Agreement

9.1 Montr is entitled to transfer the Agreement and all rights and obligations arising therefrom to a third party in full or in part, provided this is communicated to the Purchaser in writing in advance and the acquirer fully replaces Montr in respect of the transferred rights and obligations. In that case, Montr will be completely discharged from its obligations towards the Purchaser. The Purchaser is obliged to fully cooperate with such a transfer.

9.2 The Purchaser is not entitled to transfer the Agreement or the rights and/or obligations arising therefrom to a third party without the prior written permission of Montr.

Article 10 Other

10.1 The nullity, voidability or other non-enforceability of a provision of the Agreement and/or these general terms and conditions will not affect the legal effect of the other provisions. Montr endeavours to, within a reasonable term, provide for a new provision with legal effect that corresponds with the original intention as far as possible.

10.2 Unless expressly agreed otherwise in the Agreement, in the event of any conflict between the Agreement and these general terms and conditions, the provisions in these general terms and conditions will prevail.

10.3 If Montr at any time does not invoke compliance with one or more provisions of the Agreement and/or these general terms and conditions, this does not mean that it waives the applicability thereof. Nor does it indicate that the Purchaser is allowed not to comply with one or more other provisions.

Article 11 Applicable law, competent court

11.1 The legal relationship between Montr and the Purchaser is governed exclusively by Dutch law.

11.2 Disputes between the parties will be settled exclusively by the competent District Court in The Hague.