

Appical B.V. Delivery Conditions

Version 3.3

August 2024



General Terms and Conditions

1. DEFINITIONS

- 1.1. Definitions used in these General Terms and Conditions have the meaning assigned to them in the Agreement or as described below:
- a. **Agreement:** the order confirmation, agreement or addendum or similar legally binding document on the basis of which Customer and Appical agree to provide the Services.
 - b. **Appical:** the legal entity that is part of the Visma group and that provides the Services as further specified in the Agreement.
 - c. **Customer:** the person who purchases the Services under the Agreement.
 - d. **End user:** a person who, under the responsibility of Customer, makes use of and can log in as a user to Customer's environment of the Software.
 - e. **General Terms and Conditions:** these general terms for the use and provision of the Services.
 - f. **Intellectual Property Right(s):** all intellectual property rights in the broadest sense of the word with regard to the Software, including, but not limited to, source codes, object codes, trademarks, copyrights, patents, trade secrets, know-how, confidential information, database rights, designs, domain names, logos, trade names, and other similar rights, regardless of whether these rights are registered or otherwise, and including all applications, renewals, extensions, and reissues of such rights, anywhere in the world.
 - g. **Party(ies):** Appical and Customer individually as a Party or jointly as Parties.
 - h. **Services:** the services that Appical provides to Customer as described in the Agreement.
 - i. **Software:** the Service consisting of software functionality that is made available and kept available to Customer on the basis of *Software as a Service* 'remotely' via the internet or another data network.
 - j. **Visma group:** Visma Nederland BV and all its direct and indirect subsidiaries.

2. APPLICABILITY

- 2.1. These General Terms and Conditions apply to all offers and agreements, including the Agreement, whereby Services are provided by Appical to Customer. Unless expressly deviated from a provision of these General Terms and Conditions, the provisions as included in these General Terms and Conditions shall prevail.
- 2.2. During the term of the Agreement, Appical is entitled to change these General Terms and Conditions after prior written notification to Customer with due observance of a period of at least 3 months before the changes take effect. In the event that a change results in a material deterioration of Customer's position, Customer has the right to terminate the Agreement with effect from the date of entry into force of the amended General Terms and Conditions.
- 2.3. If any provision of the General Terms and Conditions or the Agreement is void or voided, the other provisions of the General Terms and Conditions or the Agreement will remain in full force and effect. In that case, Appical will inform Customer about agreeing on a new provision to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the void or voided provisions.
- 2.4. The failure by Appical to exercise any right or authority vested in it under the Agreement or these General Terms and Conditions does not constitute a waiver of that right or authority and shall not affect Appical's ability to subsequently exercise that right or authority.
- 2.5. Oral communications, undertakings, offers or agreements expressly have no legal force unless confirmed in writing by Appical.

3. PERFORMANCE OF THE AGREEMENT

- 3.1. Appical will make every effort to perform the Services as a good contractor and with care in accordance with the provisions of the Agreement and the General Terms and Conditions. The Services are performed on the basis of a best efforts obligation unless explicitly agreed otherwise.
- 3.2. Customer will provide Appical in a timely manner with the information and cooperation deemed necessary for Appical, which is reasonably necessary for the performance of the Agreement. Customer guarantees that the information it provides is correct and complete.
- 3.3. Customer is responsible for the management, including control of the settings, of the use of the Services provided by Appical and the way in which the results of the Services are used. Customer is also responsible for the instruction and use by End Users.
- 3.4. In the event that Appical employees perform work at Customer's location, Customer will provide the facilities reasonably desired by those employees, such as a workspace with computer, data and telecommunications facilities, free of charge. The workspace and facilities will meet all legal and other applicable requirements regarding working conditions. Customer will make the house and security rules applicable within its organization known to the employees deployed by Appical before the work commences.
- 3.5. All terms stated by Appical have been determined to the best of its knowledge on the basis of the information known to Appical when the Agreement was entered into and will be observed as much as possible.
- 3.6. Insofar as delivery dates and/or terms are stated in any Agreement, appendix, action plan or quotation, these are indicative and do not constitute strict deadlines, unless expressly stated otherwise. In all cases, therefore also if the Parties have expressly agreed a deadline in writing, Appical will only be in default after it has been given a proper, detailed and written notice of default by Customer and Appical after the expiry of a reasonable period given in that notice of default, still not properly fulfilled its obligations.
- 3.7. Appical is not bound by (delivery) terms that can no longer be met due to circumstances beyond its control that occurred after the Agreement was entered into. If any term threatens to be exceeded, Appical and Customer will enter into consultation as soon as possible.

4. USE OF DATA

- 4.1. When using the Software, Customer adds data to the Software (**Customer Data**) and usage data is generated by the End Users (hereinafter "**Usage**"), collectively referred to as **Data**. Data may include personal data as well as non-personal data.
- 4.2. Data includes, among others:
 - A. *Technical information and traffic data*, such as operating system type, browser type, device, keyboard language and IP address;
 - B. *Aggregated data generated by Customers or End Users*, such as the duration of sessions, the number of invoices sent, financial years created, password resets, number and type of documents and records processed;
 - C. *Non-Aggregated Customer or End User Generated Data*, such as the context and content of support tickets, chat boxes, security logs, and the like, and;
 - D. *Production data*, such as images, files or databases of Customer Data, is subject to strict safeguards.
- 4.3. Use of Data, as set forth above, is limited to the following purposes:
 - A. *Provision of the Services, as defined in article 1.1;*

- B. *Improvement of Software and user experience*, for example by analyzing aggregated usage patterns, enabling individual user preferences, or as set forth above for limited production data.
 - C. *Marketing and displaying relevant information*, for example for additional or value-added Software and providing relevant market updates or information.
 - D. *Security and related purposes*, for example by analyzing session and login data (including in real time), incident registrations and the like to prevent, investigate and document security vulnerabilities and incidents (such as breaches, fraud and various forms of hacking), and the security of the Software.
 - E. *Statistics and research*, for example, regarding the amount of Data passing through our systems, including the use of aggregated and anonymous statistics in general marketing, and as value-added Software or services, such as in-app market statistics relevant to Customer.
 - F. *Compliance*, Appical may use and analyze Usage Data for compliance purposes with the Terms and Conditions, for example by logging in when a Customer accepts the Terms and Conditions.
 - G. *Development and testing*, for example, by analyzing aggregate usage patterns, providing Data to develop new technologies and products, improving the user experience, testing the load of new or updated Software, or technology feasibility.
- 4.4. Appical may also use relevant information from publicly or commercially available sources and combine such information with Data as described above, for example to provide lookup functions in company registers.
- 4.5. A precondition for the use of Data for the above purposes is that this use is in accordance with the applicable legislation, including the necessary security measures to guarantee the confidentiality, integrity and availability of the Data. To the extent that personal data is part of such data processing, it must be anonymised. If anonymization is not possible for technical or practical reasons, Appical will take alternative measures to ensure the same level of protection.
- 4.6. Appical may share Data with other Visma group companies, vendors and partners subject to the same conditions and restrictions as set forth herein. Appical will only share Data with third parties in the following situations:
- A. to comply with law or regulation, or to respond to a legally binding request from authorities, such as a court order or warrant;
 - B. to investigate serious security threats or fraud, or to prevent;
 - C. any reorganization, merger, sale or purchase of Appical, in whole or in part, whereby confidential information may be disclosed to other companies of the Visma group, or to potential purchasers who comply with the obligations herein by means of a confidentiality agreement.
- 4.7. Unless the Parties have agreed otherwise, Appical will not sell, rent or lease Data to any third party.
- 4.8. Appical will promptly notify Customer of any request for disclosure of Data received directly from government authorities, unless such notification is prohibited by law. Appical will not respond to such requests unless Customer has given its consent. Appical will only disclose Data to government authorities to comply with legally binding requests, such as a court order or warrant.
- 4.9. Customer remains entitled to the Data. Customer itself determines and is responsible for which Data is stored, edited, processed or otherwise entered using the Software. Appical is not obliged to check the correctness and completeness of the Data and is therefore not liable for the consequences of the use of incorrect and/or incomplete Data supplied by Customer. Customer indemnifies Appical against claims from third parties for compensation for damage that these third parties could recover from Appical in any way, insofar as this claim is based on the use of the Software, by Customer.

5. CONFIDENTIALITY

- 5.1. Either Party may obtain Confidential Information from the other Party that should reasonably be deemed to be owned by the providing Party, to be confidential or to be competitively sensitive (**Confidential Information**). The Parties will keep Confidential Information confidential and take reasonable steps to protect the other Party's Confidential Information, and will not disclose it to third parties unless the other Party is authorized to do so, or if required by mandatory legal provisions or binding decisions of judiciary or regulatory authorities.
- 5.2. Customer acknowledges that the Services provided by Appical are always of a confidential nature and that they contain trade secrets of Appical, its suppliers or the producer of the Software.
- 5.3. Unless otherwise agreed in writing, Appical is permitted to mention the conclusion or existence of the Agreement in one or more (press) releases. Appical is entitled to place Customer's name and logo on the Appical website and/or a reference list and to make these available to third parties for information.

6. PRIVACY

- 6.1. Insofar as the Agreement entails processing of the personal data by Appical on behalf of and for the purposes of Customer, Appical acts as processor in this regard. In that capacity, Appical will comply with all legal obligations incumbent on it as a processor. Appical will process the personal data under the conditions as set out in the data processing agreement applicable between the Parties.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All Intellectual Property Rights in the Software or other materials developed or made available to Customer under the Agreement are vested exclusively in Appical, its licensors or suppliers. Customer only acquires the rights of use that are expressly granted by these General Terms and Conditions, the Agreement and the law. A right of use accruing to Customer is for the duration of the Agreement and is non-exclusive, non-transferable, non-pledgeable and non-sublicensable. If Customer acquires additional usage rights during the term of the Agreement, then the term of these additional usage rights will end on the same date as the date applicable to the initially purchased usage rights, so that all usage rights always have the same expiration date. Customer explicitly has no right to access the source code or the source files of the Software, except in cases where it is allowed by mandatory law.
- 7.2. Appical indemnifies Customer against any claim by a third party based on the allegation that Software or other materials developed by Appical itself infringe an Intellectual Property Right of that third party, provided that Customer immediately informs Appical in writing of the existence and leaves the content of the claim and the handling of the case, including making any settlements, entirely to Appical. To this end, Customer will provide Appical with the necessary powers of attorney, information and cooperation to defend itself against these claims. This obligation to indemnify lapses if the alleged infringement is related (i) to materials made available to Appical by Customer for use, processing or maintenance, or (ii) to changes made by Customer to the Software or other materials without Appical's written consent. If it is irrevocably established in court that the Software or other materials developed by Appical itself infringe any Intellectual Property Right belonging to a third party or if Appical believes there is a reasonable chance that such an infringement will occur, Appical will, if possible, ensure that Customer can continue to use the delivered Software or functionally equivalent other software. Any other or further indemnification obligation of Appical for infringement of an Intellectual Property Right of a third party is excluded.

8. RATES AND PAYMENT

- 8.1. The rates to be paid by Customer to Appical are stated in (an appendix to) the Agreement.
- 8.2. All rates are exclusive of VAT and in euros.

- 8.3. Customer can never derive any rights or expectations from a cost estimate or budget issued by Appical. An available budget made known by Customer to Appical shall never be regarded as a (fixed) price agreed between the Parties for the services to be performed by Appical. Appical is only obliged to inform Customer in the event of an imminent exceeding of a cost estimate or budget issued by Appical if this has been agreed in writing between the Parties. If Customer uses more usage rights during the term of the Agreement than specified in the Agreement, then these usage rights will be automatically invoiced by Appical without prior written notice, according to the tier included in the Agreement.
- 8.4. Appical has the right to increase the rates annually as of 1 January of each calendar year on the basis of indexation or as a result of general price and cost increases. Also, Appical may change the fees for the Services twice a year upon prior notice to Customer of at least 3 months.
- 8.5. The parties will record in the Agreement the date or dates on which Appical will charge Customer for the agreed performance. Amounts owed are paid by Customer in accordance with the payment conditions agreed or stated on the invoice. In the absence of a specific arrangement, Customer will pay within a period of 14 days after the invoice date. Payment must be made to a bank account to be specified by Appical. If Customer does not agree with the amount stated on the invoice, Customer must report this to Appical in writing and substantiated within 10 days of the date of the invoice. After the expiry of the aforementioned term, Customer is deemed to have agreed to the invoice. Customer is not entitled to suspend any payment, nor to set off any amounts owed.
- 8.6. Unless otherwise agreed in writing, all fees are due and non-refundable in advance, including unused credits, user accounts, Software, or days remaining in a subscription period. This unless the availability of the Software is significantly reduced for reasons attributable solely to Appical. Appical may, in its sole discretion and as its sole remedy, offer a reasonable refund for the fees accrued during such period of reduced availability. The number of usage rights acquired cannot be reduced during the term of the Agreement.
- 8.7. Any discounts granted by Appical apply exclusively to the Services indicated in the Agreement. The discount is only valid for the initial term of the Agreement and will expire automatically thereafter.
- 8.8. If Customer does not pay the amounts due within the agreed term, Customer will owe the statutory interest for commercial transactions on the outstanding amount, immediately and without any further notice of default being required. If the claim is handed over, Customer is also obliged to reimburse the extrajudicial costs and the actual costs involved in legal proceedings, related to the collection of this claim or the exercise of legal rights in any other way.
- 8.9. If Customer fails to fulfill its obligations towards Appical and is in default, Appical has the right, after careful consideration of interests and written notice, to suspend further performance of the Agreement, in whole or in part.
- 8.10. Additional work will only be invoiced with the next invoice after written order has been issued by Customer or after completion of the additional work. Additional work is understood to mean the work that falls outside the content or scope of the work agreed in writing.

9. INFORMATION

- 9.1. If Appical (for example by the service center, by sales personnel, or by consultants) provides Customer employees with substantive information or advice in the field of taxation, legislation and regulations and/or other subjects of legal or administrative nature, this is done under the condition and in the expectation that Customer will verify the information and/or advice or have it verified by experts. Appical accepts no responsibility or liability for the correctness and/or completeness of this information/advice.

10. LIABILITY

- 10.1. The total liability of Appical due to an attributable shortcoming in the fulfillment of the Agreement or on any legal ground whatsoever, expressly including any shortcoming in the fulfillment of a warranty obligation or indemnification agreed with Customer, is limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for that Agreement is set at the total of the fees (excl. VAT) stipulated for one year. In no event shall Appical's total liability, cumulative liability for any reason whatsoever, exceed EUR 100,000 (one hundred thousand euros).
- 10.2. Appical can only be held liable for compensation for direct damage. Direct damage is exclusively understood to mean: a) the costs which Customer has incurred for keeping its old system or systems and associated facilities operational for a longer period of time because Appical has failed to perform on a date which is binding for it, less any savings resulting from the delayed performance; b) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article; c) reasonable costs incurred to prevent, limit or repair damage, insofar as Customer demonstrates that these costs have led to limitation of direct damage within the meaning of this article; d) the costs of emergency facilities, such as switching to other systems, hiring third parties or using emergency procedures or different working methods.
- 10.3. Appical is not liable for any indirect damage, including loss of turnover and profit, loss of data, (damage) claims from third parties, fines or additional assessments, missed proceeds or savings, reputational damage or other indirect or consequential damage arising from or in connection with the non-compliance with any obligation or any unlawful act by Appical.
- 10.4. A condition for the existence of any right to compensation is always that Customer reports the damage in writing to Appical as soon as possible after discovery (but no later than within one (1) month).
- 10.5. Appical's liability for damage resulting from death, physical injury or material damage to property will never exceed EUR 1,250,000 (one million two hundred and fifty thousand euros). The previous paragraphs of this article do not apply if and insofar as the relevant damage is caused by intent or willful misconduct on the part of Appical.
- 10.6. The exclusions and limitations of Appical's liability, as described in the preceding paragraphs of this article 10, leave the other exclusions and limitations of Appical's liability under these General Terms and Conditions and/or the Agreement entirely unaffected.

11. FORCE MAJEURE

- 11.1. In the event of force majeure on the part of one of the Parties, the obligations under this Agreement will be suspended as long as the force majeure situation continues. Force majeure also includes a shortcoming on the part of Appical's suppliers. However, the suspension will not apply to the obligations to which the force majeure does not relate and/or the obligations that arose before the force majeure situation occurred.
- 11.2. If the force majeure situation lasts longer than sixty days, the Parties have the right to terminate the Agreement by means of a registered letter, unless it is foreseeable that the force majeure situation will be resolved within a reasonable period of time. In that case, what has already been performed as a result of the Agreement will be settled proportionally, without the Parties owing each other anything.

12. SUBCONTRACTING AND ASSIGNMENT

- 12.1. Appical is allowed to use third parties in the performance of its obligations. The effect of art. 7:404 of the Dutch Civil Code is hereby expressly excluded. Customer is not permitted to transfer the rights under the Agreement to a third party without the prior written consent of Appical.

13. DURATION AND TERMINATION

- 13.1. The Agreement commences on the date agreed in the Agreement or, failing that, the date of signature of the Agreement by both Parties. The Agreement is entered into for the duration specified in the Agreement or, failing that, for an initial duration of three (3) years. After the initial period has expired, the Agreement is always tacitly renewed for a period equal to the initial period.
- 13.2. Unless expressly agreed otherwise in writing, the Parties are only entitled to terminate the Agreement in writing at the end of the agreed term of the Agreement, subject to a notice period of six (6) months.
- 13.3. Unless expressly provided otherwise in the General Terms and Conditions or agreed in the Agreement, the Parties are not permitted to terminate the Agreement prematurely. Article 7:408 of the Dutch Civil Code does not apply.
- 13.4. In addition to the right to terminate the Agreement in accordance with article 13.2, a Party is entitled to dissolve the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, without any obligation to compensate the other Party for any damage, if one of the following circumstances occurs:
- a. the other Party is declared bankrupt;
 - b. the other Party is granted a (temporary or otherwise) suspension of payments;
 - c. the other Party's business is liquidated or discontinued.
- 13.5. In the event of dissolution, the dissolution will only have effect for the obligations arising after the moment of dissolution and the dissolution will therefore not have retroactive effect.
- 13.6. Upon termination of the Agreement, all rights of Customer with regard to the Services will expire. Rights and obligations under the Agreement between Appical and Customer, which by their nature and content are intended to last, including with regard to intellectual property, liability, confidentiality, force majeure and dispute settlement, shall remain in full force and effect after termination or dissolution of the Agreement.

14. FURTHER PROVISIONS FOR SOFTWARE

- 14.1. The provisions as described in this article 14 only apply to the provision of Services by Appical and the use thereof by Customer if it concerns Software.

Execution of Software

- 14.2. Appical will make reasonable efforts to ensure that the agreed Software functions properly and strives for the highest possible availability, quality and security of the Software. Appical reserves the right to change the technical and functional properties of the Software in the interim in order to improve them and to correct any errors or to comply with applicable laws and regulations. If such an adjustment leads to a material deviation in the functionality of the Software, Appical will inform Customer thereof in writing or electronically.
- 14.3. Appical does not guarantee that the Software will function without errors, malfunctions or interruptions. Appical will make an effort to repair errors in the Software, equipment, infrastructure and/or management environment within a reasonable period of time if and insofar as it concerns Software, equipment, infrastructure or management environment that has been developed or built

by Appical itself and the faults concerned have been reported to Appical by Customer in a detailed manner. Appical may, where appropriate, postpone the repair of the defects until a new version of the Software, equipment, infrastructure or management environment is brought into use. Appical cannot guarantee that all errors will be corrected. Appical is entitled to implement temporary solutions, work-arounds or problem-avoiding restrictions in the Software.

- 14.4. Appical may temporarily shut down the Software in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. Appical will not allow the decommissioning to last longer than necessary and, if possible, have it take place outside its usual office hours.
- 14.5. Appical may continue to execute the Software using a new or modified version of the Software. Appical is not obliged to maintain, change or add certain features or functionalities of the service or Software specifically for the customer.
- 14.6. In the event of introducing a replacement application with equivalent and/or more extensive functionality than existing Software, Appical is allowed to migrate Customer to this replacement application, which will then be a Software within the meaning of the Agreement. In such cases, Appical has the right to charge reasonable costs for the migration separately to Customer. Appical will announce these costs in advance. Customer then has a period of thirty (30) days to indicate whether it agrees to the costs associated with the migration. If Customer indicates within this period that it does not wish to bear any costs, the Parties have the right to terminate the Agreement prematurely, subject to a notice period six (6) months, unless the notice period under these General Terms and Conditions or Agreement is shorter.
- 14.7. Appical is entitled to communicate directly with end users within the Software (i) insofar as this is necessary with regards to guaranteeing the security and/or the quality of its services (ii) to send notifications regarding maintenance or new functionalities and/or products, or (iii) to directly offer related additional services.

Access to the Software

- 14.8. For the use of the Software, Appical and/or Customer will generate a username and password for each End User, in accordance with the protocols prescribed by Appical, with which the Software can be used by an End User. This username and password are non-transferable and strictly personal. Customer and Each End User are responsible for the confidential use of username, password and for (the consequences of) any misuse thereof.
- 14.9. Appical is entitled to restrict access to the Software in the event of unauthorized use or misuse of the Software by Customer and/or End User and/or in the event of unauthorized use of the Software by third parties. If this is reasonably possible in view of the urgency of the case, Appical will inform the End User about this prior to restricting access. Appical will never be obliged to pay any compensation to the End User due to restricting access in the aforementioned cases.
- 14.10. Customer guarantees that he, and the End User, observe the following rules when using the Software:
 - A. Customer and End User will protect its equipment, software, infrastructure and internet connection against viruses, computer crime and (other) unlawful use by the user(s) or third parties;
 - B. Customer and End User will not disrupt or damage the Software, (computer) networks or infrastructures of Appical or other users, or cause nuisance, limited use or unforeseen use (for other users) in relation thereto;
 - C. Customer and End User will not misuse means of access or breach and/or attempt to breach the security of the Software;

- D. Customer and End User will not do or omit anything that they know or should reasonably have known that could lead to use of the Software that is punishable or unlawful towards Appical and/or third parties;
- E. Customer and End User will not without permission enter a computer system or a part thereof that is connected to the Software (*hacking*);
- F. Customer and End User shall in no way infringe any intellectual property rights of Appical and/or third parties in connection with the Services; and
- G. Customer and End User will not disclose, reproduce or otherwise use information and data that Appical provides in the context of the Software, other than for use in the internal business operations of Customer.
- H. The use of the Software by Customer and End User is at their own discretion and risk and Customer and End User are responsible for any damage to a computer system or loss of data resulting from the use of the Software.
- I. Customer is obliged to report errors which it discovers in the Software made available by Appical to Appical without delay.

Integrations and data exchanges with third parties.

- 14.11. Customer may enter into agreements with third parties in order to enter into integrations/data exchanges and/or purchase services in addition to the Services.
- 14.12. Customer will enter into the agreements referred to in article 14.11 directly with the third parties concerned, in which Appical (in its capacity as supplier of the Services) is in no way involved. Such parties are not sub-processors of Appical and Appical is not liable in any form for the actions of these parties.
- 14.13. If Customer chooses to (directly) connect/integrate the Software environment with a third party, whether or not using one or more interfaces from Appical, Customer hereby grants Appical permission for the exchange of data between Appical and the party concerned insofar as this is considered necessary by this party for the services. This can also mean the exchange of personal data and the storage of access or identification codes / tokens in order to realise this data exchange / integration.
- 14.14. Customer is responsible for the correct design and realisation of integrations and/or data exchanges (including authorisations), whether or not using one or more interfaces from Appical, between the Software and the third party or parties selected by Customer. Appical is never responsible and/or liable for the (correct) functioning of Customer software and/or third parties which communicate with the Software.
- 14.15. If Customer uses one or more integrations made available by Appical, Customer is granted a non-transferable, non-exclusive and non-sublicensable right of use for the duration of the Agreement to use the integration within its own organisation for internal purposes only. Appical reserves the right to charge additional costs for the use of the links by Customer and/or third party/parties.
- 14.16. Appical is permitted to apply application throttling at its own discretion at any point in time when the traffic generated by Customer via the connection overloads the Appical system to such an extent that the performance for other users is degraded or impaired.

Consequences of Software Termination

- 14.17. After termination of the Agreement, Customer will be given the opportunity to export the Data entered during the use of the Software. If it is not reasonably feasible for Customer to take care of

exporting the aforementioned Data himself, Customer may request Appical a one-off delivery of the Data entered when using the Software. Appical will make the Data available to Customer in a generally accepted format so that this Data can reasonably be processed by Customer. Other than by virtue of provisions of mandatory Dutch law, Appical does not accept any obligation to retain the Data and information entered by Customer. If Customer has not indicated within fifteen (15) days after termination of the Agreement that it wishes the aforementioned transfer of Data, Appical is entitled to delete and destroy Data which is stored, processed or otherwise entered by means of the Software, with immediate effect, without prior notification, from the system on which this is stored.

- 14.18. In addition to the provisions in article 14.17, in the event of termination of the Agreement (other than in the event of dissolution by Appical), the Parties will always cooperate in good faith with regard to any support still required by Customer after the expiry of the Agreement for the migration of the Services to Customer or to a third party designated by Customer (exit period). Appical can however not be obliged to provide this cooperation for a period longer than 3 months and its efforts during the exit period are on the basis of best effort and as far as commercially reasonable (at the discretion of Appical). A maximum of uninterrupted availability of the Data and Services is central during the exit period. No later than 3 months before the end of the Agreement, the parties will consult about the effort that Customer requires from Appical. Appical will charge the costs which it incurs in connection with the exit period to Customer on the basis of subsequent calculation.

Notifications

- 14.19. Information on new functions, price changes or planned maintenance is provided in the software, on the web pages of the software, in the online community or by e-mail.
- 14.20. Notifications regarding order confirmations, information of special interest, security or privacy, will be sent to the e-mail address of the primary contact.
- 14.21. Customer is responsible for providing up-to-date contact information at all times, including a primary maintained contact email.
- 14.22. All notices shall be deemed to have been sent and shall take effect immediately when sent or posted by Appical.

15. SOFTWARE OF SUPPLIERS

- 15.1. If and insofar as Appical provides third-party Software to Customer, the (license) conditions of those third parties shall apply with respect to that Software, unless the Parties have expressly agreed otherwise in writing. If and insofar as the intended conditions of third parties are deemed not to apply or are declared inapplicable in the relationship between Customer and Appical for any reason, the provisions of these General Terms and Conditions shall apply in full.

16. APPLICABLE LAW AND DISPUTES

- 16.1. Dutch law applies to the Agreement and the General Terms and Conditions. The applicability of the Vienna Sales Convention is excluded.
- 16.2. All disputes arising from or in connection with the Agreement and the General Terms and Conditions shall be settled by the competent court in the district where Appical has its registered office.