General terms and conditions SoftwarePlaza by Amazic

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding. These general terms and conditions are subject to Dutch Law.

Article 1. Parties
1. SoftwarePlaza by Amazic: SoftwarePlaza by Amazic B.V., registered with the Chamber of Commerce under number 34209232, established in Nieuw-Vennep on Luzernestraat (2153 GM), user of these general terms and conditions.
2. Further details of SoftwarePlaza by Amazic:
Website: www.softwareplaza.com
Email: sales@softwareplaza.com
Telephone number: +31 (0) 88 70 71 000
VAT identification number: NL813631075B01
3. The Customer: the (potential) buyer of the services offered by SoftwarePlaza by Amazic.

Article 2. Applicability
1. SoftwarePlaza by Amazic declares these general terms and conditions applicable to every offer made by SoftwarePlaza by Amazic and to all agreements, whether or not resulting from them, entered into by the parties, or their legal successors. Insofar as their contents have not been amended and/or no more specific conditions apply between the parties, these General Terms and Conditions shall also apply to future contractual relationships between the parties, or their legal successors.
2. Deviations from these terms and conditions shall only apply insofar as they have been expressly agreed by the parties in writing.
3. General (purchase) conditions of The Customer are expressly excluded from the agreement.
4. Third parties engaged by SoftwarePlaza by Amazic in the performance of the agreement may also invoke these general terms and conditions.
5. If one or more (part(s)) of the provisions of these general terms and conditions are void or annulled, the other provisions of these general terms and conditions shall remain applicable. Parties will then consult to agree new rules to replace the void or nullified provisions, in which the purpose and meaning of the void or nullified provisions will be expressed as much as possible.

Article 3. Offer, account, and agreement
1. Any offer, in the form of a quotation or otherwise, is entirely and unconditionally non-binding and revocable and has a validity of 14 days, unless otherwise indicated in writing by SoftwarePlaza by Amazic.
2. The prices stated on the website or in any other form of an offer are in Euros, Dollars and/or Pounds and exclusive of VAT and subject to levies, surcharges and other factors.
3. All statements by SoftwarePlaza by Amazic of numbers, size, colour and other specifications of services to be provided in the drawings, illustrations, videos, photos, or models shown or provided are indications only. A minor deviation from these in the delivered product shall not result in a failure of SoftwarePlaza by Amazic to perform the agreement.
4. Obvious clerical errors and mistakes in the offer are not binding on SoftwarePlaza by Amazic.
5. An offer does not automatically apply to subsequent orders, repeat orders or extensions.

6. The agreement is formed after both parties have signed a written offer and SoftwarePlaza by Amazic has confirmed this written acceptance, an order through the website is confirmed by SoftwarePlaza by Amazic or after SoftwarePlaza by Amazic, or a third party on its behalf, has commenced performance.

7. SoftwarePlaza by Amazic is expressly not a party to any agreement concluded between The Customer and third parties. Disputes arising from such an agreement must be resolved by the parties themselves. SoftwarePlaza by Amazic does not play any role in this.

8. If an order is given by several Customers, all Customers are jointly and severally bound by the agreement. If SoftwarePlaza by Amazic takes on the order with several Customers, each Customer is responsible for its own actions. Section 7:407 paragraph 2 of the Dutch Civil Code is excluded.

9. It is not allowed to provide login details to third parties. It is not permitted to use third-party login details to purchase other services. The Customer is responsible for any use/acting that, with or without the consent of The Customer, is used through The Customer's account. The Customer is obliged to report all unauthorised use of The Customer's account to SoftwarePlaza by Amazic as soon as possible.

Article 4. Execution/Delivery

1. SoftwarePlaza by Amazic looks after the interests of The Customer within the limits of the order issued. SoftwarePlaza by Amazic shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The Customer acknowledges that SoftwarePlaza by Amazic has artistic freedom in performing the agreement insofar as no specific features, functions or wishes of The Customer have been laid down in the main agreement/quotation. All services provided by SoftwarePlaza by Amazic are performed based on an obligation to perform to the best of one's ability, unless and insofar as SoftwarePlaza by Amazic has expressly promised a result in the written agreement and the result concerned has also been described with sufficient certainty. SoftwarePlaza by Amazic is entitled to perform anything not explicitly described in the order according to its own technical and creative insight. The amount of the fee is therefore in no way dependent on the outcome of the order or the result.

2. SoftwarePlaza by Amazic shall endeavour to fulfil the order within the indicated/estimated term. This term is not fatal, which means that The Customer must always first give SoftwarePlaza by Amazic notice of default, whereby a long and reasonable period of at least 30 days must be allowed, before any remedy can be taken.

3. SoftwarePlaza by Amazic is free to have the order and/or delivery performed by third parties. Section 7:404 of the Dutch Civil Code is expressly excluded from the agreement.

4. SoftwarePlaza by Amazic is at all times entitled to fulfil the agreement in partial deliveries/phases.

5. The Customer accepts that the time planning of the order may be affected if the parties decide to change the scope of the order and the resulting work in the interim. If changes in the execution of the order become necessary due to The Customer in the interim, SoftwarePlaza by Amazic will make the necessary adjustments on behalf of The Customer. If this results in additional work, SoftwarePlaza by Amazic will charge this to The Customer as an additional order. SoftwarePlaza by Amazic may charge The Customer for the additional costs of changing the order unless the change or addition is the result of circumstances attributable to SoftwarePlaza by Amazic. The last situation does not result in a reduction of the principal sum(s).

6. The Customer guarantees that digitally supplied material does not infringe third-party rights, is secure and does not contain any viruses or other harmful content that may in any way damage SoftwarePlaza by Amazic's computer systems, computer programmes and/or

third parties.

7. The Customer is not permitted to resupply the services provided by SoftwarePlaza by Amazic or to make them available to third parties without SoftwarePlaza by Amazic's written consent. The Customer indemnifies SoftwarePlaza by Amazic, also in the event of consent, against all third-party claims for liability as a result of a defect in the services provided by SoftwarePlaza by Amazic to The Customer and which The Customer has resold to a third party. The Customer shall not (attempt to) hack the software and/or set up websites pretending to be part of SoftwarePlaza by Amazic. The Customer is not entitled to reproduce, copy, duplicate, or resell (parts of) the software (licence(s)) without SoftwarePlaza by Amazic's consent.

8. SoftwarePlaza by Amazic reserves the right to put all services, such as servers or software, temporarily out of operation for maintenance, modification, or improvement of SoftwarePlaza by Amazic's computer systems. SoftwarePlaza by Amazic shall as far as possible arrange for such taking out of service to take place outside office hours. SoftwarePlaza by Amazic shall never be liable to pay The Customer any compensation on account of such taking out of service.

9. SoftwarePlaza by Amazic endeavours to publish the Services in the best possible quality and to keep them active throughout the agreed period. However, SoftwarePlaza by Amazic does not guarantee the continuous quality and quantity of the services. SoftwarePlaza by Amazic is in no way liable for any damage resulting from the (temporary) unavailability (in full) of the services. SoftwarePlaza by Amazic therefore does not provide any guarantee with regard to the availability of the services.

10. At a moment after delivery, it may turn out that the services, are no longer displayed, or no longer function fully optimally due to external circumstances, such as, for example, in the event that the network operator no longer supports the service, SoftwarePlaza by Amazic's supplier goes bankrupt, or the template or plug-in used is no longer developed/supported.

11. Unless agreed otherwise, SoftwarePlaza by Amazic is entitled to install technical provisions to protect equipment, software, or data files. These provisions may restrict The Customer in the content or duration of use. The Customer shall not remove or bypass these provisions.

12. For ongoing services, SoftwarePlaza by Amazic will regularly release updates in connection with maintaining or optimising the services. SoftwarePlaza by Amazic does not require The Customer's consent to do so. Updates may entail changes in functionalities. The provisions of this Agreement and General Terms and Conditions also apply to the new version.

13. Unless otherwise agreed, The Customer is responsible for maintaining adequate security.

14. Unless otherwise agreed, The Customer itself is responsible for the management, such as checking settings, of the services purchased. Unless agreed otherwise, The Customer is also responsible for the configuration and continuity of the hardware required for SoftwarePlaza by Amazic's services.

Article 5. Prices, payment and suspension

1. The quotation was made by mutual agreement. By concluding the agreement, the parties consider the prices to be reasonable and fair.

2. A composite quotation does not oblige SoftwarePlaza by Amazic to perform part of the order at a corresponding part of the quoted price.

3. Unless otherwise agreed, The Customer must have paid the entire sum in full immediately prior to delivery.

4. If payment is made on invoice, payment must be made within 30 days of receipt of the invoice by means of wire transfer. SoftwarePlaza by Amazic is entitled to invoice immediately after entering into the agreement.

5. If the agreed payment term is exceeded, SoftwarePlaza by Amazic is immediately entitled to charge The Customer default interest of 1% of the principal sum per month and an amount for extrajudicial collection costs.

The latter costs amount to 15% of the principal sum due with a minimum amount of EUR. 125,- excluding VAT.

6. Without SoftwarePlaza by Amazic's express written consent, The Customer is not permitted to apply setoff and/or suspension and/or deduction in respect of the payment obligations.

7. SoftwarePlaza by Amazic is entitled to suspend its activities or (temporarily) suspend and/or limit the use of the services provided, for as long as The Customer fails to comply with an obligation towards SoftwarePlaza by Amazic under the agreement or acts in violation of these general terms and conditions.

Article 6. Duration and (interim) termination of the agreement

1. Section 7:408 of the Dutch Civil Code is expressly excluded in the agreement with regard to The Customer acting in the exercise of a profession or business, as a result of which orders cannot be terminated. (Interim) termination of the agreement, without a period of notice, is possible at all times exclusively by SoftwarePlaza by Amazic.

2. Contracts agreed for an indefinite period of time shall end by expiry and cannot be terminated prematurely by The Customer and shall therefore only end by expiry of the agreed term, as indicated in the main contract. If nothing is stipulated therein, a term of one year shall apply.

3. SoftwarePlaza by Amazic is entitled to terminate the agreement with The Customer with immediate effect for the future by written notice without (further) prior notice of default if:
a) The Customer discontinues or otherwise liquidates all or part of its business operations and/or substantially changes or transfers its business activities to a third party without SoftwarePlaza by Amazic's prior written consent;
b) The Customer is granted suspension of payment (provisional or otherwise) or The Customer is declared bankrupt, The Customer submits a request for application of a debt rescheduling scheme, or The Customer is placed under guardianship or administration.
c) A right accruing to The Customer is seized.

4. In the event of dissolution of the agreement, all payments owed by The Customer to SoftwarePlaza by Amazic shall be immediately due and payable in full. In addition, SoftwarePlaza by Amazic is entitled to claim the positive contract interest if the agreement had continued until the first possible regular termination option.

Article 7. Obligations of The Customer

1. The Customer acts in relation to the software (licence(s)) as an independent seller. The Customer is in no way the representative or agent of SoftwarePlaza by Amazic. The Customer is therefore acting for its own account and risk.

2. The Customer shall comply with all applicable laws and regulations when (re)selling the software (licence(s)). The Customer shall, where applicable, arrange for the necessary permits to purchase, distribute, advertise and sell the software (licence(s)).

3. When providing information about the software (licence(s)) to its (potential) customers, The Customer shall use the information provided by SoftwarePlaza by Amazic to The Customer. If proprietary information is used, The Customer is fully responsible and any

responsibility/liability of SoftwarePlaza by Amazic lapses. The Customer shall ensure that it does not provide incorrect or misleading information about the software (licence(s)) to third parties.

4. The Customer shall not alter, remove or change the intellectual property rights (trademarks, logos, images), numbers or other identifying marks affixed to or used in connection with the software (licence(s)). The Customer shall strictly adhere to the guidelines and instructions for the use of the brands as provided by SoftwarePlaza by Amazic from time to time.

5. The Customer shall, prior to the (re)sale of the software (licence(s)), investigate whether the software (licence(s)) and the information comply with all requirements of applicable laws and regulations, third party rights (such as IP rights), quality requirements and safety standards within the geographical area where the software (licence(s)) are sold by The Customer and/or consumed (with reasonable expectation) by its customers, and shall be and remain responsible for such compliance. The Customer shall indemnify and hold harmless SoftwarePlaza by Amazic against any claims by third parties (including governmental authorities) in connection with the failure of the software (licence(s)) to comply with local laws and regulations and for all damages and costs that SoftwarePlaza by Amazic shall suffer or incur in connection with any such claim.

6. The Customer shall immediately notify SoftwarePlaza by Amazic of complaints received about the software (licence(s)).

7. Except with the written consent of SoftwarePlaza by Amazic, The Customer shall not in any way disclose to any third party this Agreement and anything of which it becomes aware in connection with the conclusion or performance of this Agreement (such as SoftwarePlaza by Amazic's selling prices) and of which it knows or could reasonably suspect the confidential nature, except insofar as disclosure is necessary for the performance or enforcement of The Customer's rights under this Agreement.

8. In the event that the intellectual property rights of the services provided rest with a third party, such as, but not limited to, the software developer, The Customer must comply with the applicable (use-/product-/licence-) terms and conditions. SoftwarePlaza by Amazic expressly bears no responsibility in this respect and The Customer indemnifies SoftwarePlaza by Amazic against any claims in this respect.

9. In principle, The Customer only acquires the right to use the services provided under the (use-/product-/licence-) terms and conditions of the software developer. The right of use of The Customer and/or third parties with respect to the software does not extend to the source code. The source code of the software and corresponding technical documentation will not be made available to The Customer, unless agreed otherwise in writing.

10. The Customer is expressly responsible for providing its customers with the applicable (use-/product-/licence-) terms and conditions and must also ensure that its customers comply with them during use. Specifically, The Customer must have its customers agree to the applicable terms and conditions before concluding an agreement.

11. The Customer is expressly prohibited from copying or otherwise reproducing, duplicating, lending or otherwise making available to third parties the services provided and, more specifically, the software and accompanying documentation of SoftwarePlaza by Amazic and/or the software developer, unless otherwise agreed in writing.

Article 8. Warranty and liability

1. The Customer is obliged to check each delivery and performance, whether in phases or otherwise, for conformity with regard to quantity and quality immediately, but within 48 hours. If the performance does not comply with the agreement and there is therefore a defect, The Customer must inform SoftwarePlaza by Amazic within 24 hours after it has discovered

or reasonably could have discovered this.

2. Following the provision of information as referred to in the previous paragraph, SoftwarePlaza by Amazic shall remedy or replace the defect free of charge to a reasonable extent. If neither of the two remedies described above effectively remedies the defect, The Customer is entitled to terminate the contract. The foregoing applies without The Customer being entitled to any compensation for damages by SoftwarePlaza by Amazic.

3. SoftwarePlaza by Amazic is entitled to postpone the start of services belonging to a phase until The Customer has approved the results of the preceding phase in writing.

4. If the defect is the result of an error attributable to The Customer or if The Customer has informed SoftwarePlaza by Amazic of the defect too late, its right to any remedy/warranty lapses. The burden of proof regarding the attribution of the fault lies with The Customer.

5. The existence of a defect does not suspend The Customer's payment obligation.

6. The Customer is never entitled to any remedy if The Customer can be blamed for incorrect or careless use. The burden of proof that an error cannot be attributed to The Customer lies with The Customer. The Customer is obliged to treat the services with due care and to properly instruct its employees in the correct use, being the use in accordance with the user instructions of SoftwarePlaza by Amazic's software supplier. These usage rules and instructions are carefully drawn up or provided respectively and aim to prevent damage. In deviation from this, SoftwarePlaza by Amazic cannot be held liable for (the part of) damage which would have been prevented if the user rules or instructions had been followed.

7. If SoftwarePlaza by Amazic is immediately liable towards The Customer, this liability shall at all times be limited to the amount to which the professional or business liability insurance taken out by SoftwarePlaza by Amazic's given claim, but at all times (also if there is no insurance to which a claim can be made) to the amount of the invoice, if any, from which the damage arose, plus 15%. In the case of continuing performance contracts which end by expiry of time, this liability is limited to the amount of the fee invoiced by SoftwarePlaza by Amazic in the previous 6 months.

8. SoftwarePlaza by Amazic's liability never includes consequential damage and, except in the case of intent or gross negligence, also not to property damage, immaterial damage and loss of profits.

9. The Customer indemnifies SoftwarePlaza by Amazic against third-party damage arising in connection with the agreement because SoftwarePlaza by Amazic has acted, including an omission, based on information, data and documents provided late and/or incorrect or incomplete by The Customer.

10. In all cases, the period within which SoftwarePlaza by Amazic can be held liable for compensation of damage is limited to 12 months.

11. SoftwarePlaza by Amazic accepts no liability for the distribution of any virus-infected information.

12. SoftwarePlaza by Amazic accepts no liability for the consequences of actions of third parties accessing The Customer's software or information, such as hacks or internet fraud, and, for example, making changes therein.

13. SoftwarePlaza by Amazic's services are based on data received by SoftwarePlaza by Amazic from The Customer. SoftwarePlaza by Amazic does not guarantee the accuracy of the data used. SoftwarePlaza by Amazic's services are a snapshot, so the outcome of the service provided may vary in the meantime. SoftwarePlaza by Amazic's services are indicative only and it is considered The Customer's responsibility to check the service at its own expense and risk. Unless otherwise agreed, no guarantees can be made of the outcome of the services.

Article 9. Privacy and intellectual property
1. The Customer is aware and agrees that SoftwarePlaza by Amazic processes (personal) data of The Customer and third parties under its responsibility. The Customer guarantees that all requirements have been met for the lawful processing of the (personal) data, pursuant to for example General Data Protection Regulation (GDPR), entered or processed by The Customer or third parties in the software or otherwise hosted or processed by SoftwarePlaza by Amazic. The Customer is responsible for this data. The Customer warrants to SoftwarePlaza by Amazic that the data is not unlawful and does not infringe the rights of third parties. The Customer indemnifies SoftwarePlaza by Amazic against any legal claim by third parties, on whatever grounds, in connection with this data or the performance of the agreement.
2. The Customer may have obligations towards third parties under legislation concerning the processing of personal data (such as the General Data Protection Regulation (GDPR)), such as the obligation to provide information, as well as to allow inspection, correction and deletion of personal data of data subjects. The responsibility for compliance with these obligations rests fully and exclusively with The Customer. SoftwarePlaza by Amazic shall cooperate as much as is technically possible and can reasonably be expected of it, with the obligations to be met by The Customer. The costs associated with this cooperation are not included in the agreed prices and fees of SoftwarePlaza by Amazic and are fully for the account of The Customer.
3. SoftwarePlaza by Amazic reserves the right to use the knowledge, developed software and other IP-rights gained through the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.
4. SoftwarePlaza by Amazic reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual property laws and regulations. In principle, The Customer obtains (only) a non-exclusive, non-transferable and non-sublicensable licence for the use of services provided. The Customer is not entitled to resell/transfer or modify the software, unless agreed otherwise in writing. In the event that The Customer is granted the right to transfer the purchased service to a third party, this must be done under the (use-/product-/licence-) terms and conditions applied by the software developer.
5. The Customer does not become the owner of the service provided, such as software (applications), unless otherwise agreed or if The Customer wishes to purchase a copy of the desired programming language for the software application in payment.

Article 10. Force majeure
1. In addition to its definition in the law and jurisdiction, force majeure includes all external causes, foreseen or unforeseen, which SoftwarePlaza by Amazic cannot influence. SoftwarePlaza by Amazic cannot exert any influence. Force majeure shall also be understood to include: synflood, network attack, DoS or DDoS attacks, war, business disturbances, strikes, traffic disruptions, unforeseeable stagnation, disruptions or failures in the supply of energy, disruptions of the Internet or other (tele)communication facilities, transport difficulties, fire, loss or damage during transport, epidemics, pandemics and government measures.
2. During force majeure, SoftwarePlaza by Amazic's obligations will be suspended. If fulfilment due to force majeure is impossible for more than two months or if other circumstances arise that make it disproportionately difficult for SoftwarePlaza by Amazic to fulfil its obligations, SoftwarePlaza by Amazic is entitled to terminate the agreement in full or in part by notifying The Customer and without judicial intervention, without any obligation to pay compensation in that case.
3. If SoftwarePlaza by Amazic has already fulfilled part of its obligations when force majeure arises, it is entitled to invoice the part already delivered or performed separately, or to credit

part of the purchase price in the case of advance payments.

Article 11. Amendments to the general terms and conditions
In the case of continuing contracts, which end by expiry of time, SoftwarePlaza by Amazic reserves the right to amend or supplement these general terms and conditions. Amendments also apply to agreements already concluded, subject to a term of 30 days after the announcement of the amendment. Amendments of minor importance may be made at any time. If The Customer does not wish to accept an amendment to these general terms and conditions, he must have made this known in writing before the date on which the new general terms and conditions enter into force.

Article 12. Choice of forum, of law and transfer of rights
1. SoftwarePlaza by Amazic is authorised to transfer its rights and obligations under this agreement to a third party. The Customer is only authorised to transfer its rights and obligations to a third party with the written consent of SoftwarePlaza by Amazic.
2. This - and any other - agreement(s) entered into between the parties is exclusively governed by Dutch law, with the exception of the Vienna Sales Convention. If, in the future, an obligation arises between the parties other than one arising from an agreement, that obligation shall also be governed by Dutch law.
3. If a dispute arises between the parties as a result of the agreement, the court of the district in which the SoftwarePlaza by Amazic municipality has its (principal) place of business shall have exclusive jurisdiction, being the District Court of Noord-Holland. If a dispute arises between the parties concerning non-contractual obligations, the court in the district where the SoftwarePlaza by Amazic has its (principal) place of business shall also have exclusive jurisdiction, being the District Court of Noord-Holland.

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