WEBSOLVE B.V.
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KvK # 34141020
BTW NL8195.63.092.B01

# GENERAL TERMS & CONDITIONS

Version 2025-05

## 1. DEFINITIONS AND APPLICABILITY

### 1.1. DEFINITIONS

In these general terms and conditions, the following definitions apply:

- **WEBSOLVE:** the private limited company WEBSOLVE B.V., having its statutory seat in Amsterdam, registered with the Dutch Chamber of Commerce under number 34141020.
- **Client:** the natural or legal person with whom WEBSOLVE enters into or has entered into an agreement.
- **Quotation:** a written or electronic offer from WEBSOLVE to the Client specifying the content, price and other conditions of the Services, and accepted by the Client.
- **Agreement:** any agreement between WEBSOLVE and the Client concerning the provision of Services.
- **Services:** the SaaS solutions, support, consultancy, implementation or other related services to be provided by WEBSOLVE.
- **Software:** all software, including modules such as ConvertPro, LoyaltyMax, Radar, Flows, Quoto, and other applications delivered by WEBSOLVE.
- **SLA:** a Service Level Agreement containing performance agreements regarding availability and support.
- **DPA:** a separate data processing agreement setting out terms concerning the processing of personal data in the context of the Services.
- **User:** any person using the Services under the responsibility of the Client.
- **Force Majeure:** circumstances beyond the reasonable control of WEBSOLVE which temporarily or permanently prevent performance of the Agreement, including but not limited to failures in telecommunications infrastructure, government measures, pandemics, natural disasters, war, cyberattacks and labor disputes.

### 1.2. APPLICABILITY

1.2.1. These general terms and conditions apply to all quotations, offers, assignments and agreements between WEBSOLVE and the Client.

1.2.2. Deviations or additions are only valid if agreed in writing.

1.2.3. The applicability of any general terms and conditions of the Client is explicitly rejected.

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1.2.4. If any provision is found to be null and void or annulled, the remaining provisions remain in full force. The parties shall consult to agree on a replacement provision that approximates the original intent as closely as possible.

### 1.3. HIERARCHY

1.3.1. here multiple documents apply, the following order of precedence shall apply unless agreed otherwise in writing::
A. the Agreement
b. the Quotation
c. any Appendices
d. the DPA
e. these General Terms & Conditions
f. any applicable SLA.

1.3.2. In case of conflict regarding personal data processing, the DPA shall prevail.

### 1.4. AMENDMENTS

WEBSOLVE reserves the right to unilaterally amend these General Terms and Conditions. WEBSOLVE shall notify the Client of any such amendment in writing at least thirty (30) days prior to its effective date. If the Client objects to a material amendment, it must notify WEBSOLVE in writing within fourteen (14) days of the notification. In such case, WEBSOLVE shall enter into consultation with the Client. If WEBSOLVE decides to implement the amendment regardless, the Client shall be entitled to terminate the Agreement effective on the date the amendment enters into force. This right of termination shall not apply to amendments of minor importance or amendments that are beneficial to the Client.

## 2. FORMATION AND AMENDMENT OF THE AGREEMENT

### 2.1. QUOTATIONS AND OFFERS

2.1.1. All quotations and offers from WEBSOLVE are non-binding, unless explicitly stated otherwise.

2.1.2. A quotation is valid for the period stated in the quotation. If no period is stated, a validity period of 30 days applies..

### 2.2. FORMATION OF THE AGREEMENT

2.2.1. An agreement is formed at the moment WEBSOLVE confirms the assignment in writing or has commenced execution.

2.2.2. Electronic communication, including email, qualifies as written evidence.

2.2.3. If the Client gives verbal consent and WEBSOLVE starts execution before a written confirmation has been sent, the agreement is deemed to have been concluded on the basis of the most recently sent quotation or written communication, unless agreed otherwise in writing.

### 2.3. AMENDMENTS AND ADDITIONS

2.3.1. Amendments to the Agreement are only binding if agreed in writing by both parties.

2.3.2. 2.3.2. If the amendment leads to additional work or delay, WEBSOLVE is entitled to adjust the agreed schedule and compensation accordingly. WEBSOLVE will inform the Client of this in a timely manner.

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2.3.3. 2.3.3. Verbal promises or agreements are only binding on WEBSOLVE if confirmed in writing by a duly authorized representative of WEBSOLVE.

## 3. SERVICES AND DELIVERY

### 3.1. DESCRIPTION OF SERVICES

3.1.1. WEBSOLVE provides its services on the basis of Software-as-a-Service (SaaS), whereby the software is offered via the internet and made available for use by the client and its users.

3.1.2. Any additional services, such as implementation, consultancy, training or support, are agreed separately and specified in the agreement..

### 3.2. DELIVERY AND AVAILABILITY

3.2.1. WEBSOLVE shall make reasonable efforts to provide the services in accordance with the agreed specifications and within the agreed timeframes.

3.2.2. The software is hosted in a cloud environment that meets generally accepted standards in the areas of security, availability, and scalability.

3.2.3. Unless agreed otherwise in writing, WEBSOLVE strives for an availability of 99% per calendar month, excluding pre-announced maintenance.

3.2.4. If a Service Level Agreement (SLA) applies, the standards included therein regarding uptime, response times and maintenance shall apply.

### 3.3. MAINTENANCE AND UPDATES

3.3.1. WEBSOLVE performs periodic maintenance on its systems, which may temporarily affect the availability of the software. Scheduled maintenance will be performed, where possible, outside business hours and will be announced in advance.

3.3.2. Updates, patches or new functionalities are deployed at WEBSOLVE's discretion, provided that they do not materially impair the agreed functionalities.

### 3.4. ACCEPTANCE

3.4.1. Unless agreed otherwise in writing, an acceptance period of ten (10) working days applies following delivery of new functionalities or modules.

3.4.2. If no written objections are received within this period, the delivery is deemed accepted.

3.4.3. Objections must be submitted with justification. WEBSOLVE will correct any identified defects within a reasonable period.

## 4. OBLIGATIONS OF THE CLIENT

### 4.1. COOPERATION AND PROVISION OF INFORMATION

4.1.1. The client shall provide all cooperation reasonably required for the proper execution of the agreement.

4.1.2. The client is responsible for the timely, complete and accurate provision of all information, data and documents required by WEBSOLVE for the delivery of the services.

4.1.3. If information is not provided in time, WEBSOLVE has the right to suspend the execution of the services and to charge additional costs if applicable.

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### 4.2. USE AND SECURITY

4.2.1. The client is responsible for the proper use of the software by its users, in compliance with applicable laws and regulations.

4.2.2. Access to the software is personal. The client must keep login credentials confidential and prevent misuse. WEBSOLVE is not liable for damages resulting from unauthorized use.

4.2.3. WEBSOLVE may require the use of secure login methods, such as two-factor authentication, and the client shall comply with such requirements.

### 4.3. LIABILITY IN CASE OF MISUSE

4.3.1. In the event of misuse, unlawful use or violation of the terms of use, WEBSOLVE has the right to suspend access to the software in whole or in part.

4.3.2. Any damage and costs arising from such misuse are at the expense of the client.

### 4.4. TECHNICAL REQUIREMENTS

4.4.1. The client shall ensure suitable hardware, internet connectivity and browser settings for access to the software..

4.4.2. If specific technical requirements apply to certain modules, WEBSOLVE shall notify the client in advance.

## 5. INTELLECTUAL PROPERTY RIGHTS

### 5.1. OWNERSHIP OF RIGHTS

5.1.1. All intellectual property rights in the software, documentation, methods, analyses, designs, reports, and other materials developed or made available by WEBSOLVE remain with WEBSOLVE or its licensors.

5.1.2. These rights include, among others, copyrights, database rights, trademark rights, design rights, and patents, where applicable.

### 5.2. RIGHT OF USE

5.2.1. The client obtains a non-exclusive, non-transferable right to use the software and documentation for internal use, during the term of the agreement, unless the agreement is terminated due to an attributable breach.

5.2.2. The right of use only applies to the agreed modules, number of users and functionalities as laid down in the agreement.

### 5.3. RESTRICTIONS AND OBLIGATIONS

The client shall not perform any acts that may impair or violate the operation or security of the software, including but not limited to:
a. reproducing, selling, renting or otherwise making the software available to third parties;
b. modifying the software or creating derivative works thereof;
c. decompiling, reverse engineering, or otherwise attempting to derive the source code;
d. circumventing or removing technical security measures.

### 5.4. INFRINGEMENT OF RIGHTS

5.4.1. In the event of a demonstrable and attributable infringement of WEBSOLVE's intellectual property rights by the client or its users, the client shall be liable for compensation

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of the direct damage thereby caused, including reasonable legal costs. If a possible infringement is identified, WEBSOLVE will first give the client the opportunity to remedy the situation, unless there is intent or gross negligence.

5.4.2. WEBSOLVE reserves the right to immediately suspend infringing use and/or to terminate the agreement with immediate effect, without the client being entitled to any compensation.

### 5.5. INFRINGEMENT BY THIRD PARTIES

5.5.1. If the client becomes aware of (a possible) infringement of WEBSOLVE's intellectual property rights by third parties, it must notify WEBSOLVE of this in writing without delay.

5.5.2. If the client becomes aware of (a possible) infringement of WEBSOLVE's or its licensors' intellectual property rights, the client shall promptly inform WEBSOLVE in writing. Upon WEBSOLVE's request, the client shall reasonably cooperate, at its own expense, with the establishment, evidence gathering, enforcement or resolution of such infringement, including providing relevant information or documents and, if necessary, issuing statements.

## 6. DATA PROCESSING AND PRIVACY

### 6.1. PROCESSING OF PERSONAL DATA

6.1.1. In the context of performing the agreement, WEBSOLVE processes personal data on behalf of the client. WEBSOLVE acts as a processor within the meaning of the General Data Protection Regulation (GDPR), while the client qualifies as the controller.

6.1.2. The parties have entered into a separate data processing agreement (DPA) specifying the nature, duration, purposes and security of the data processing. This DPA forms an integral part of the cooperation but is maintained separately.

### 6.2. COMPLIANCE WITH LEGISLATION

6.2.1. WEBSOLVE guarantees that it processes personal data in accordance with the GDPR and applicable privacy legislation and implements appropriate technical and organizational measures.

6.2.2. WEBSOLVE adheres to industry-recognized standards for information security, including ISO 27001. It aims for continuous improvement of its security policies.

### 6.3. SECURITY AND DATA BREACH NOTIFICATION

WEBSOLVE maintains a strict security policy and shall notify the client of any data breach in accordance with the timelines and procedures set out in the DPA.

### 6.4. SUBPROCESSORS AND DATA TRANSFERS

WEBSOLVE engages subprocessors for hosting, communications and support. An up-to-date overview is available through the DPA. Transfers outside the European Economic Area only occur with appropriate safeguards.

### 6.5. DATA SUBJECT RIGHTS

WEBSOLVE shall provide full cooperation with requests from data subjects received by the client and, where required, shall support

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the client in handling such requests properly, in accordance with the arrangements in the DPA.

## 7. SECURITY AND BUSINESS CONTINUITY

### 7.1. TECHNICAL AND ORGANIZATIONAL MEASURES

7.1.1. WEBSOLVE implements appropriate technical and organizational measures to protect its systems and the data processed therein against loss, theft, unauthorized access, or any other form of unlawful processing.

7.1.2. measures are proportionate to the risks and the state of the art and are periodically reviewed and adjusted where necessary..

### 7.2. AVAILABILITY AND RECOVERY

7.2.1. WEBSOLVE strives to maintain high availability of its services and has established a redundant cloud infrastructure to support this goal.

7.2.2. Daily backups are made of essential data and systems. These backups are stored in encrypted form and tested for recoverability.

7.2.3. In the event of a disruption or incident, WEBSOLVE shall activate its recovery procedures without undue delay. If a service level agreement (SLA) has been concluded, the recovery time objective (RTO) and recovery point objective (RPO) shall be as specified therein. In the absence of an SLA, WEBSOLVE shall make reasonable efforts to restore the services as soon as practicably possible, taking into account the nature of the disruption and industry standards.

### 7.3. CONTINUITY MEASURES

7.3.1. WEBSOLVE has implemented a business continuity and disaster recovery plan. This includes scenarios for power outages, cyberattacks, and third-party failures.

7.3.2. In case of structural disruption or an imminent risk to the continuity of the service, WEBSOLVE shall inform the client as soon as possible and consult on appropriate emergency measures..

### 7.4. AUDIT AND CERTIFICATION

7.4.1. WEBSOLVE maintains an information security policy based on recognized industry standards, including ISO 27001. Upon request, a summary of relevant audit findings or certification status may be provided, provided this does not conflict with contractual or legal confidentiality obligations.

7.4.2. WEBSOLVE is open to reasonable and proportionate audits by or on behalf of the client, provided this is agreed upon in writing in advance and subject to confidentiality and operational limitations..

## 8. SERVICE LEVELS AND SUPPORT

### 8.1. AVAILABILITY AND PERFORMANCE

8.1.1. Unless otherwise agreed in writing, WEBSOLVE provides its SaaS services on a best-effort basis. The indicative target is 99.5% monthly availability, excluding scheduled maintenance. No rights can be derived from this by the client unless explicitly agreed otherwise.

8.1.2. Availability is measured based on the accessibility of the applications via the internet, excluding outages

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caused by force majeure, third parties or the client itself.

8.1.3. For clients with an enterprise agreement, separate service level agreements (SLAs) may apply, which include higher guarantees and priority support. These are agreed upon in writing and documented separately.

### 8.2. MAINTENANCE AND UPDATES

8.2.1. Scheduled maintenance may be carried out at any time without prior notice, unless explicitly agreed otherwise.

8.2.2. WEBSOLVE aims to perform maintenance outside regular office hours as much as possible. Incidents that occur during maintenance are handled on a best-effort basis.

### 8.3. SUPPORT SERVICES

8.3.1. WEBSOLVE provides support via email and an online ticketing system. Standard support hours are weekdays from 09:00 to 17:00 (CET).

8.3.2. Support is provided on a best-effort basis. Response and resolution times may vary depending on the priority, availability and complexity of the request.

## 9. USE OF AI AND AUTOMATION

### 9.1. APPLICATION OF AI

WEBSOLVE applies automated decision-making and artificial intelligence (AI) in certain modules (such as Radar and Flows) to support the client's commercial, operational and analytical processes.

### 9.2. TRANSPARENCY AND EXPLANATION

9.2.1. WEBSOLVE aims to be transparent about the functioning of AI algorithms. Where relevant, WEBSOLVE shall make documentation or functional explanations available concerning the logic, relevance and expected effects of automated decision-making.

9.2.2. When a user interacts directly with an AI system, such as a chatbot, recommendation engine or decision-support tool, the user will be clearly and recognisably informed that they are interacting with an automated system.

### 9.3. USE AND INTERPRETATION

AI-based insights, predictions or recommendations are intended as supportive information and must always be interpreted and validated by authorised personnel of the client.

### 9.4. LIMITATIONS AND LIABILITY

WEBSOLVE shall not be liable for any damage resulting from decisions that are entirely or partially based on AI output, unless such damage is the result of intent or gross negligence on the part of WEBSOLVE.

### 9.5. SETTINGS AND CONTROL

The client retains control over the configuration of AI features within the software, including enabling or disabling certain algorithms or recommendations, insofar as these options are provided by WEBSOLVE.

### 9.6. RESPONSIBLE DEVELOPMENT

WEBSOLVE develops and trains its AI models based on principles of transparency, proportionality and data minimisation. Client

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feedback is used for model improvement where possible, in accordance with applicable privacy legislation.

## 10. DATA OWNERSHIP AND CONFIDENTIALITY

### 10.1. OWNERSHIP OF CLIENT DATA

10.1.1. All data entered, stored, processed or generated by the client through use of the services (including customer data, content, configurations and output) shall remain the sole property of the client or its licensors.

10.1.2. WEBSOLVE shall not use client data for purposes other than the performance of the agreement, unless prior written consent has been obtained.

### 10.2. CONFIDENTIALITY OBLIGATIONS

10.2.1. Both parties undertake to keep confidential all information marked as confidential or reasonably understood to be confidential, including but not limited to technical, commercial, operational and personal data, and not to disclose such information to third parties without prior written consent.

10.2.2. The confidentiality obligation does not apply to information that:
a. was already lawfully known to the receiving party at the time of disclosure;
b. is or becomes publicly available through no fault of the receiving party;
c. is lawfully obtained from a third party without confidentiality obligation;
d. must be disclosed by law, court order or regulatory authority.

10.2.3. The obligation of confidentiality shall remain in force for a period of five (5) years after termination of the agreement, unless a longer period is required by applicable law or professional rules.

### 10.3. RESIDUAL KNOWLEDGE

Nothing in this agreement shall restrict WEBSOLVE from using general knowledge, experience, skills or ideas that are not client-specific and that WEBSOLVE acquires during performance of the agreement, provided this does not result in a breach of confidentiality or intellectual property rights.

### 10.4. PRODUCT IMPROVEMENT AND FEEDBACK USAGE

WEBSOLVE may process anonymised or aggregated data derived from client interactions (including usage patterns, errors, and user feedback) for the purpose of improving its services, including training and refining AI functionalities. This data will not contain personally identifiable information or client-specific confidential content unless explicitly authorised or required under the agreement. WEBSOLVE ensures that such processing is carried out in accordance with applicable data protection laws and only insofar as necessary for the legitimate interest of service improvement.

### 10.5. RETURN OR DELETION OF CONFIDENTIAL INFORMATION

10.5.1. Upon termination of the agreement, each party shall, at the request of the other party, return or securely destroy all confidential information received from the other party, unless retention is legally required.

10.5.2. This also applies to all backups, internal notes and derived

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documents containing or based on such confidential information, to the extent technically feasible.

## 11. FEES AND PAYMENT

### 11.1. FEES

11.1.1. The fees owed by the client for the services are specified in the agreement or accompanying quotation.

11.1.2. All prices are exclusive of VAT and other government-imposed levies, unless stated otherwise.

11.1.3. is entitled to adjust its rates annually on January 1st based on the consumer price index (CPI) published by the Dutch Central Bureau of Statistics (CBS), using the June index of the previous calendar year in comparison with the June index of the year before.

### 11.2. INVOICING AND PAYMENT TERM

11.2.1. Invoicing takes place prior to the applicable subscription period or according to the terms agreed in the agreement.

11.2.2. Payment must be made within thirty (30) days of the invoice date, without any deduction or set-off, unless otherwise agreed in writing.

### 11.3. LATE PAYMENT

11.3.1. If the client fails to pay on time, it will be in default without further notice and statutory commercial interest shall be due on the outstanding amount.

11.3.2. All reasonable collection costs, both judicial and extrajudicial, shall be borne by the client in the event of late payment.

11.3.3. WEBSOLVE reserves the right to suspend or limit its services in the event of default, following prior written notice and a reasonable remedy period..

### 11.4. DISPUTES REGARDING INVOICES

11.4.1. Any disputes regarding an invoice must be submitted in writing and with justification within ten (10) working days from the invoice date, under penalty of forfeiture of the right to contest the invoice.

11.4.2. If the objection is found to be valid, WEBSOLVE will correct the invoice and refund any overpaid amounts within ten (10) working days.

11.4.3. WEBSOLVE may, in consultation, temporarily refrain from enforcement measures if the objection has been submitted in a reasonable and documented manner.

### 11.5. AANPASSING OF UITBREIDING

If the client orders additional modules, users or features during the term, the associated costs will be charged on a pro rata basis for the remaining subscription period.

## 12. LIABILITY AND INDEMNITY

### 12.1. LIMITATION OF LIABILITY

12.1.1. WEBSOLVE's total liability for attributable failure to perform the agreement, or on any other legal ground, is limited to compensation for direct damages up to a maximum of the amount paid by the client to WEBSOLVE in the three months preceding the incident that caused the damage.

This limitation does not apply in the event that the damage results from

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intent or wilful recklessness on the part of WEBSOLVE's executive management.

12.1.2. "Direct damages" shall exclusively mean:
a. reasonable costs incurred to determine the cause and scope of the damage;
b. reasonable costs incurred to prevent or limit damage, provided that the client demonstrates that such costs have effectively limited the direct damage;
c. reasonable costs incurred to replace or repair the defective performance.

### 12.2. EXCLUSION OF CONSEQUENTIAL DAMAGES

WEBSOLVE shall not be liable for indirect or consequential damages, including loss of profit, missed savings, loss of data, loss of goodwill, business interruption, or damages resulting from third-party claims.

### 12.3. LIABILITY FOR THIRD PARTIES

WEBSOLVE is not liable for shortcomings or damage caused by third parties engaged by the client or with whom the client is otherwise affiliated, such as suppliers of hardware, networks, or other software.

### 12.4. FORCE MAJEURE

WEBSOLVE is not liable for failures or damage caused by force majeure.

### 12.5. INDEMNIFICATION

The client shall indemnify WEBSOLVE against third-party claims in connection with the use of the services, insofar as such claims result from actions or omissions by the client or its users in violation of the agreement, applicable law or third-party rights. This indemnity does not apply if the damage is (partly) caused by negligence or intentional misconduct by WEBSOLVE.

## 13. TERM, TERMINATION AND EXIT ARRANGEMENT

### 13.1. TERM OF THE AGREEMENT

13.1.1. Unless agreed otherwise, the agreement is entered into for an initial term of twelve (12) months.

13.1.2. After expiry of the initial term, the agreement is automatically renewed for successive periods of the same duration, unless either party gives written notice of termination at least three (3) months before the end of the current term.

### 13.2. TERMINATION AND DISSOLUTION

13.2.1. Termination must be in writing. No refunds of fees already paid shall be made, unless explicitly agreed otherwise.

13.2.2. Each party has the right to dissolve the agreement in writing with immediate effect if the other party fails to comply with its obligations and, after written notice of default and a reasonable remedy period, still fails to do so.

13.2.3. WEBSOLVE is entitled to terminate the agreement with immediate effect if:
a. the client applies for suspension of payments or is declared bankrupt;
b. the client makes unlawful use of the services;
c. there is a threat of or actual damage to the systems or reputation of WEBSOLVE.

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### 13.3. EXIT ARRANGEMENT

13.3.1. Upon the client's first request and no later than thirty (30) days after termination of the agreement, WEBSOLVE shall, at standard hourly rates, cooperate in transferring data to the client or a third party designated by the client.

13.3.2. After this period, WEBSOLVE shall immediately cease processing personal data and delete all personal data from its production environments within thirty (30) days of termination of the agreement, unless earlier deletion has been requested or legal retention obligations require otherwise. Other client data will likewise be deleted within a reasonable period, unless otherwise agreed in writing or necessary for legal or contractual purposes.

13.3.3. Any additional exit support or data export formats shall be agreed upon separately and may be subject to additional conditions or fees.

### 13.4. FORCE MAJEURE

During the period of force majeure, WEBSOLVE is entitled to suspend its obligations. If the force majeure lasts longer than thirty (30) days, both parties are entitled to terminate the agreement in writing without any obligation to pay damages.

## 14. TRANSFER OF RIGHTS AND OBLIGATIONS

### 14.1. TRANSFER BY THE CLIENT

The client may only transfer rights and obligations under the agreement with the prior written consent of WEBSOLVE, except in the case of a merger or acquisition, provided that WEBSOLVE is informed in advance in writing and has no reasonable objection.

### 14.2. TRANSFER BY WEBSOLVE

WEBSOLVE is entitled to transfer its rights and obligations under the agreement to an affiliated company or in the context of a transfer of (part of) its business.

## 15. GOVERNING LAW AND DISPUTES

### 15.1. GOVERNING LAW

These general terms and conditions and the agreement are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.

### 15.2. COMPETENT COURT

Parties shall make every reasonable effort to resolve disputes amicably. If this fails, disputes shall be submitted to the competent court in the district where WEBSOLVE has its statutory seat, unless mandatory legal provisions dictate otherwise.

### 15.3. PRECEDENCE OF DUTCH VERSION

In case of discrepancies in interpretation between different language versions of these general terms and conditions, the Dutch version shall prevail.