

# General Terms and Conditions

eConnect International B.V.

## 1 General provisions and definitions

- 1.1 These general terms and conditions apply to all offers and Agreements between eConnect and the Customer.
- 1.2 If the Customer declares its own general terms and conditions applicable, eConnect expressly rejects them.
- 1.3 In these Terms, the following definitions apply:  
**Terms:** these general terms and conditions  
**EConnect:** the limited liability company eConnect International B.V., also operating under the (trade) name eConnect, its director(s) and the employees employed by it or engaged by it.  
**Customer:** the party that wishes to enter into an agreement with X and the employees employed by it or engaged by it.  
**Agreement:** Agreement for the provision of Services.  
**Service(s):** the eConnect (SaaS) service(s), including the delivery and execution of integrations, conversions, data enrichment, e-procurement services, advice and related services.  
**Revenue:** The amount invoiced by eConnect that has been allocated to the correct period.  
**SLA:** A separate Service Level Agreement.
- 1.4 Deviations from these Terms apply only to the specific Agreement concerned and must be recorded in writing.
- 1.5 If eConnect cannot enforce a provision of these Terms, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a provision that most closely reflects the parties' intention.
- 1.6 Without eConnect's prior consent, the Customer is not entitled to transfer rights or obligations under the Agreement to any third party.

## 2 Offers and quotations

- 2.1 Budgets, catalogues and other documents provided by eConnect remain the (intellectual) property of eConnect.

## 3 Delivery

- 3.1 The Service is provided by eConnect in the state in which it is at the time of delivery ("as is").
- 3.2 If a service level has been agreed, the elaboration set out in the SLA applies.
- 3.3 Any terms stated with respect to the Services shall never be of the essence.
- 3.4 eConnect will use all reasonable care and skill in providing the Service, but cannot guarantee that content which the Customer stores or accesses via the Service is fully protected against accidental damage, loss, destruction or deletion under this Agreement or a situation of force majeure.
- 3.5 eConnect is entitled to suspend (part of) the services, or to terminate them, if the Customer fails to meet its obligations—even after a written (email) warning. This also applies if, in eConnect's opinion, content is unlawful, discriminatory or offensive.

## 4 Customer obligations

- 4.1 The Customer will make the necessary data, information and employees available to eConnect to enable delivery of the Services.
- 4.2 The Customer is responsible for the accuracy and content (including personal data) of the documents it provides to eConnect.
- 4.3 The Customer warrants at all times that its acts or the use of data provided by it, do not violate statutory (privacy) provisions or third-party (intellectual-property) rights. The Customer indemnifies eConnect against all third-party claims in this respect and will reimburse eConnect for all costs arising therefrom (including full attorneys' fees).
- 4.4 The Customer will ensure a sound software environment: parallel operation where appropriate, an adequate backup system, proper system administration, protection of uploaded content and security of passwords used for the Service, authentication of employees and engaged

third parties, and other security measures.

- 4.5 The Customer shall refrain from unauthorised use of the Service, use for any purpose other than agreed, use contrary to fair-use, or any other use that may cause damage, overload and/or disruption to the Service and/or other customers. The Customer is also not permitted to make the Service directly or indirectly available to any third party.
- 4.6 The Customer will impose corresponding safe-use obligations on any end users.

## 5 Delivery

In the following circumstances, eConnect's performance, availability of response times of the Services will not apply:

- 5.1 When using services, hardware or software not provided by eConnect, including but not limited to failures of devices, network connections or other services outside the data centres contracted by eConnect (for example at the Customer's location or between the Customer's location and our data centre), failures of network connections between the Customer environment and eConnect, problems related to (changes in) the Customer's IT environment, problems resulting from insufficient bandwidth or other problems related to third-party software or services;
- 5.2 Where a Customer has not adapted the use of a Service despite an urgent request from eConnect and, in any event, in the case of spam, fraudulent or other illegal use by the Customer;
- 5.3 In the event of unauthorised actions or failure to intervene when required by the Customer or by its employees, agents, contractors, suppliers or others who have gained access by means of passwords or equipment, or otherwise as a result of the Customer's failure to apply appropriate security practices;
- 5.4 Where the Customer does not adhere to required configurations, does not use supported platforms or does not comply with acceptable-use policies, or if the Customer uses the Service in a manner inconsistent with the facilities and functionality of the Service (for example by attempting operations that are not supported) or inconsistent with our published documentation or instructions;
- 5.5 In the case of erroneous input, instructions or arguments (for example, requests for access to files that do not exist), or incorrect contact persons provided by/on behalf of the Customer;

- 5.6 In the case of attempts by/on behalf of the Customer to perform operations that exceed prescribed quotas or that violate eConnect's anti-abuse measures;
- 5.7 In the case of other disruptions or issues due to acts or omissions by the Customer or for which the Customer is responsible.
- 5.8 With regard to licences that have been reserved but not yet paid.

## 6 Prices and payment

- 6.1 All prices are exclusive of VAT and stated in euros.
- 6.2 The payment term is thirty (30) days.
- 6.3 If payment is not made even after a written reminder, eConnect has the right to charge statutory interest and costs. Any extrajudicial collection costs (in accordance with the Dutch statutory standard for extrajudicial collection costs—WIK) will be charged to the Customer.
- 6.4 Pre-paid balance credit for use of the Service is not redeemable for cash.
- 6.5 If, during the term of the Agreement, 31 December passes, eConnect is entitled to index the agreed fees. Indexation takes place annually on the basis of the Central Bureau for Statistics of the Netherlands (CBS) Services Price Index, over the preceding period from July to June.
- 6.6 In addition to indexation, eConnect may adjust product/price combinations in the interim. If this results in increased costs, the Customer has the right to terminate the Agreement early.

## 7 Complaints

- 7.1 In the event of a complaint (including about invoices), the Customer shall submit it in writing to [complaint@econnect.eu](mailto:complaint@econnect.eu) with an accurate description of the nature and grounds of the complaint.
- 7.2 Under no circumstances is the Customer entitled to suspend the performance of its obligations.

## 8 Intellectual property

- 8.1 All intellectual-property rights in Services, content, applications, (user) content, product specifications, drawings, designs, sketches, models and the like developed and/or made available by eConnect vest exclusively in eConnect or its licensors, unless expressly agreed otherwise in writing.
- 8.2 No ownership rights in Software or Services are ever transferred to the Customer; only usage rights are granted, whether or not under a licence.
- 8.3 In the case of user content uploaded by the Customer, the Customer retains all

intellectual-property rights but grants eConnect a non-transferable, non-exclusive licence thereto.

## 9 Confidentiality

- 9.1 The parties shall treat as confidential all information of a confidential nature relating to the Agreement and shall not disclose it to third parties, unless after written consent.
- 9.2 Information that is generally known or was already accessible does not fall under this duty of confidentiality.
- 9.3 The parties shall take reasonable measures to protect the other party's confidential information.

## 10 Liability

- 10.1 eConnect's liability for an attributable failure in the performance of the Agreement or on any other legal ground—including warranty or indemnity obligations agreed with the Customer—is, except in the case of intent or wilful recklessness on the part of eConnect, limited to compensation of direct damage only.
- 10.2 It follows that eConnect's liability is excluded for indirect damage such as consequential damage, loss of profit, missed savings, reduced goodwill, indirect damage due to business interruption, as a result of claims by end users (customers of the Customer) or as a result of damage, destruction or loss of data or documents.
- 10.3 If eConnect is held liable by third parties who are not party to this Agreement, the Customer indemnifies eConnect against such claims for damages, unless there is intent or wilful recklessness on the part of eConnect.
- 10.4 eConnect is not liable for damage resulting from the use of websites or (user) content to which it refers on its website(s) or Platform.
- 10.5 The Customer shall report a claim for damages in writing as soon as possible.
- 10.6 If a situation of force majeure occurs, eConnect is not liable for the damage suffered by the Customer due to the non-performance and is entitled to suspend the performance of the Agreement or to terminate the Agreement definitively, without being liable for damages.
- 10.7 "Force majeure" means any circumstance independent of the parties' will and/or unforeseen, as a result of which the Customer can no longer reasonably require eConnect to perform the Agreement, such as strikes, excessive sickness absence among staff, business interruptions, internet or other network failures, government

regulations, war, aggression or sabotage, natural disasters or epidemics, as well as attributable failures of its suppliers, as a result of which eConnect cannot (any longer) fulfil its obligations towards the Customer.

- 10.8 The amount of any liability is at all times capped at the Revenue of the Service attributable to the six (6) months preceding the event causing the damage (excluding VAT).

## 11 Term and termination

- 11.1 The Agreement commences on the date agreed in the Agreement or, if absent, the date of (final) signature of the Agreement by both parties, unless circumstances show that it commenced earlier.
- 11.2 Unless otherwise agreed in the Agreement, it is concluded for an indefinite term. The parties have the right to terminate the Agreement in writing subject to three (3) months' notice.
- 11.3 The Agreement may be terminated by eConnect in writing without judicial intervention if the Customer, even after proper written notice of default, fails to fulfil its obligations under the Agreement within fourteen (14) days. Notice of default is not required when it is clear that the non-performance can no longer be remedied.
- 11.4 In addition, eConnect may terminate the Agreement with immediate effect in writing, without judicial intervention, if:
  - 11.4.1 - The Customer has been granted a moratorium;
  - 11.4.2 - The Customer has been declared bankrupt or has filed for bankruptcy;
  - 11.4.3 - The Customer goes into liquidation or is dissolved;
  - 11.4.4 - The Customer ceases its business activities;
  - 11.4.5 - The Customer (according to its notification or as can reasonably be concluded from the circumstances) can no longer meet its payment obligations.
- 11.5 eConnect is not obliged to pay any compensation as a result of termination pursuant to paragraphs 3 and 4 of this article.
- 11.6 After termination of the Agreement, the Customer no longer has access to the Service.
- 11.7 Obligations which by their nature are intended to continue after termination or dissolution of the Agreement shall remain in force. These include, in any event, the obligations under the provisions relating to confidentiality, intellectual property, liability and disputes.

## 12 Processing of personal data

- 12.1 In the context of performing the Service under the Agreement, eConnect becomes aware of personal data and processes these for the Customer. Therefore, a data processing agreement (DPA) is attached as an annex to these Terms. When the Customer agrees to the Terms, the Customer also agrees to the DPA.

## 13 Changes to the Terms

- 13.1 eConnect is authorised to make changes to these Terms.
- 13.2 If the Customer believes that the change entails a

material disadvantage for it, the Customer must submit a reasoned written objection within thirty (30) days and the parties shall consult on a possible solution.

## 14 Disputes

- 14.1 All Agreements concluded with eConnect are governed by the laws of the Netherlands.
- 14.2 Any disputes between the Customer and eConnect—that the parties are unable to agree on in mutual consultation—shall be submitted to the competent court of the District Court of The Hague.