

Definitions:

Offer/Offerers:

Any offer by TAGGRS to enter into an Agreement;

Application(s):

The software(modules) made available by means of the Service as defined in the Agreement;

TAGGRS:

The private limited company TAGGRS B.V., established in (8442 EZ) Heerenveen at the Coehoorn van Scheltingaweg 1P, registered in the trade register of the Chamber of Commerce under number 90185943, being the user of these Terms and Conditions;

Availability:

The period during which the Client actually has the Application at its disposal through the Service;

Service(s):

The provision and maintenance by TAGGRS of the Application(s) for the benefit of Client on a Server for a fee, as defined in the Agreement;

User:

A natural person authorized by Client to use Application(s) available through the Portal;

Interface:

A Resource being a communication link between the Service and systems within the Customer's domain;

Resources:

The resources installed by the User and/or Client on their computer in order to use the Application;

Client:

the natural person(s) and/or legal person(s) to whom TAGGRS makes an Offer and/or with whom Taggrs enters into an Agreement;

Agreement:

Any agreement between the Parties regarding the provision of Services by TAGGRS to Client;

Party:

TAGGRS and Client or each for themselves;

Personal Data:

A personal data within the meaning of the General Data Protection Regulation (“GDPR”) that is processed when using the Service and/or the Application(s);

Portal:

The Internet site where Client and User can use the Service and request changes;

Server:

A computer or group of computers and related hardware (“cloud”) managed by or for the benefit of TAGGRS, containing web server equipment, the Application(s), supporting software and/or database software, accessible by means of the Internet;

Access means:

The means, such as a token or combination of access code and with a username, that allows access to the Portal, Server and the Application(s);

Processor Agreement:

The processor agreement entered into between TAGGRS and Client, with Taggrs qualifying as a “processor” and Client qualifying as a “controller” within the meaning of the GDPR;

Terms and Conditions:

These General Terms of Service of TAGGRS.

2. General

2.1 These Terms and Conditions apply to all Offers and Agreements.

2.2 If the Conditions have been applicable to any Agreement, they shall apply by operation of law – without the need for any further separate agreement between the Parties concerned – to any Agreement concluded between the Parties thereafter, unless otherwise expressly agreed in writing between the Parties in respect of the Agreement concerned.

2.3 The applicability to any Agreement of general or specific terms and conditions used by the Client is expressly rejected by TAGGRS, unless and after the said terms and conditions have been expressly declared applicable to an Agreement in writing by TAGGRS.

2.4 In the event of nullity or nullification by Customer of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions shall continue to apply in full to the Agreement. The parties will consult to replace any void or voided provision of the Terms and Conditions with a provision that is valid or not voidable and that is as close as possible to the purpose and intent of the void or voided provision.

2.5 To the extent an Agreement deviates from one or more provisions of the Terms, the provisions of the Agreement shall prevail. The other provisions of the Terms shall in such case continue to apply to the Agreement without prejudice.

3. Offers

3.1 An Offer, unless expressly stated otherwise, is without obligation and valid for the period stated in the Offer. If the Offer does not specify a period for acceptance, the Offer will lapse in any event fourteen (14) days after the date specified in the Offer.

3.2 An Offer accepted by the Client within the validity period may be revoked by TAGGRS for five (5) working days from the date of receipt of the acceptance by TAGGRS, without this resulting in any obligation on the part of TAGGRS to compensate any damage suffered by the Client as a result.

3.3 An order given by the Client will be confirmed by TAGGRS by means of an order confirmation. If the Client has not raised objections to the order confirmation within fourteen (14) days of receiving it, the order, as described in the order confirmation, has been accepted by the Client.

3.4 If the Client provides information to TAGGRS for the purpose of making an Offer, TAGGRS may assume its accuracy and will base its Offer on it. The Client shall indemnify TAGGRS against any third party claim regarding the use of data provided by or on behalf of the Client.

3.5 If an Offer is made at the Client's request and this Offer is not accepted, TAGGRS shall be entitled to charge the Client for all costs incurred in making its Offer.

3.6 The prices stated in the Offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the Agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.

4. Assignment

4.1 Client instructs TAGGRS to provide the Services as described in the Agreement and the Terms and Conditions. The Services and the Application(s) are provided in the condition "as is/are", "as available" and "with all defects present".

4.2 TAGGRS shall not be required to have a disaster recovery center or other disaster recovery facilities for the purpose of performing the Services.

4.3 TAGGRS shall be entitled to make changes to the design or functioning of the Services and/or Application(s) at any time.

4.4 Use of the Services and/or Application(s) shall be entirely at the Customer's own expense and risk. Client warrants not to use the Application(s) for any purposes other than those stated in or arising from the Agreement and these Terms and Conditions and indemnifies TAGGRS for any breaches and damages that may arise as a result of the application and/or use of the Services and/or Application(s) and shall fully indemnify TAGGRS in this regard.

5. Price

5.1 The price to be paid for the Services is included in the Agreement.

5.2 The prices stated in the Agreement and otherwise discussed by the Parties

during the term of the Agreement are in euros and are exclusive of turnover tax payable and other government-imposed levies.

5.3 TAGGRS is entitled to change the agreed prices periodically, including the right to adjust prices and rates once per contract year. TAGGRS shall give Customer at least one calendar month's written notice of rate changes, without Customer's right to terminate this Agreement with Supplier in connection with the price increase.

6. Payment

6.1 Payment of amounts invoiced by TAGGRS shall always be made within the agreed terms, but in no event later than 30 days after the invoice date in a manner to be indicated by TAGGRS in the currency invoiced, unless otherwise indicated in writing by TAGGRS. TAGGRS is entitled to invoice periodically.

6.2 If the Client has not paid an invoice within the period specified in Article 6.1, the Client shall be in default by operation of law (Article 6:83 sub a of the Dutch Civil Code). The Client shall then owe the statutory commercial interest (6:119a Dutch Civil Code) on the invoiced amount, as well as in that case the Client shall also owe judicial and extrajudicial collection costs, the latter to be fixed at 15% of the overdue amounts with a minimum of € 500.

6.3 The Client shall not be entitled to set off any amount owed by him to TAGGRS against any claims against TAGGRS. Objections to the amount of an invoice do not suspend the Client's payment obligation.

7. Availability and adaptation

7.1 TAGGRS will make every effort to ensure that the agreed Service always functions properly and strives to ensure the highest possible availability, quality and security of the Service. However, TAGGRS makes no guarantee that the Service will operate without errors, malfunctions or interruptions. TAGGRS has only an obligation of effort and not an obligation of result. TAGGRS strives to correct any errors, failures or interruptions as soon as possible. TAGGRS' failure to do so shall in no event constitute a breach of the Agreement on the part of TAGGRS nor be a basis for Client to terminate or otherwise impair the Agreement. Under no circumstances will TAGGRS be liable for (consequential) damages.

7.2 TAGGRS reserves the right – without prior notice to the Client – to make interim changes to the technical and functional features of the Service to improve functionality and to correct any errors or to comply with applicable laws and regulations.

7.3 The Client shall promptly notify TAGGRS in writing of any errors in the Service. For this purpose, "errors" shall mean substantial failure to meet the functional or technical specifications communicated in writing by TAGGRS. An error only exists if the Customer can prove it, is reproducible and prevents normal use of the Service. TAGGRS makes every effort to detect and correct any errors in the Service. However, TAGGRS cannot guarantee that all errors will be corrected and is in no case liable for (consequential) damages.

7.4 If an adaptation referred to in Articles 7.2 and 7.3 results in a material deviation in

the functionality of the Service, TAGGRS will notify the Client in writing or electronically before the adaptation becomes available.

7.5 TAGGRS reserves the right to take the Service temporarily out of service for the purposes of, among other things, maintenance, modification or improvement of TAGGRS' computer systems. TAGGRS will, to the extent possible, arrange for such an out-of-service period to take place outside of business hours and will notify Client of the planned out-of-service period in a timely manner in advance. Such announced decommissioning of the Service shall under no circumstances be considered as a failure by TAGGRS to fulfill its commitments to the Customer and TAGGRS shall therefore not be liable for (consequential) damages.

7.6 TAGGRS does not guarantee the proper functioning of the Service if the hardware and software (recommended or not) provided by TAGGRS for the benefit of the Service (including, inter alia, operating system and infrastructure with the associated settings) are not used. TAGGRS further does not guarantee the proper functioning of the Service if there is improper use of the Service by the Client and/or improper implementation and use of the Service by the Client.

7.7 TAGGRS may, in consultation with the Client, make beta version(s) of (one or more modules of) the Service available to the Client. Use of this version(s) is in all cases at the expense and risk of Client.

8. Resources

8.1 Client is responsible for the availability and functioning of the Resources required to access and use the Services, including the hardware, (peripheral) equipment and software used by Client, auxiliary applications, configuration and Internet connection and (other) telecommunications facilities, which comply with the technical and functional specifications stated by TAGGRS and any instructions provided by TAGGRS.

8.2 The Customer is responsible for maintaining a connection to the energy network and other connections necessary for access to and use of the Service.

8.3 The use of the auxiliary applications may be subject to additional (license) conditions (of third parties). TAGGRS does not guarantee the full functionality of the auxiliary applications and/or links used by Customer and is not liable for (consequential) damages related to the non (full) functioning of or shortcomings and other errors in the auxiliary applications used by Customer.

9. Access to the Service

9.1 The Customer is responsible for any use, with or without its consent, of the Service and of the Access Resources made available to it. TAGGRS shall not be liable for (consequential) damage of the Client and/or third parties, which has occurred due to unauthorized and/or injudicious use of the Access Methods.

9.2 The Access Resources provided are non-transferable, strictly personal and exclusively for use within the Customer's organization. Client shall exercise due diligence regarding the use of the Access Resources and keep them confidential from third parties.

9.3 TAGGRS may change the Access Resources at any time at its discretion, of which TAGGRS will notify Client in writing, electronically or orally.

9.4 Client shall take such measures as are necessary to prevent the Access Resources from falling into the hands of unauthorized third parties. The Access Resources are for the sole use of the Client. Client shall immediately notify TAGGRS if the Access Resources are used unauthorized or Client reasonably suspects such use.

9.5 The Client may request TAGGRS to block the Access Resources. TAGGRS is also entitled to block Accesses at any time of its own accord, if TAGGRS is aware of possible unauthorized use of the Accesses. TAGGRS shall in that case not be liable for (consequential) damage of the Client and/or third parties caused by the blocking of the Access Methods.

10. Use of the Service

10.1 The Client and User may only use the Service for the purposes of the named modules as stated in the Agreement, Parties are sufficiently aware, and subject to the provisions below.

10.2 Only Client and User are entitled to use the Service, whereby each unique User is only allowed to use his own non-exclusive license.

10.3 The Client and User are only permitted to use the Service in the normal course of business of the Client and User.

10.4 In any case, when using the Service, the Customer guarantees that he and the User(s) will observe the following rules as relevant:

- a. Customer will ensure the protection of its (peripheral) equipment, software, infrastructure and Internet connection against viruses, computer crime and (other) unlawful use by User(s) or third parties;
- b. When using the Service, the Client and/or User will not spread any (computer) viruses or other files that (may) damage the (proper functioning of the) Service;
- c. The Client and/or User shall not perform or cause to be performed any acts which may cause disturbances in the Service, (computer) networks or infrastructures (of other users) or in respect thereof may cause nuisance, restricted use or unforeseen use (for other users);
- d. Client and/or User will not send unsolicited large quantities of messages with the same or similar content ("spam");
- e. Client and/or User shall not misuse any Access Resources or breach and/or attempt to breach the security of the Service;
- f. The Client and/or User shall not perform or omit to perform any act that he knows or reasonably should have known could lead to a use of the Service that is punishable or unlawful towards TAGGRS and/or third parties;
- g. Client and/or User shall not disclose or distribute racist or discriminatory material and/or (child) pornography. Distributing also means posting on or distributing through the infrastructure of the Service;
- h. Client and/or User shall not, against the will of the owner or administrator, intentionally and without permission intrude into any computer system or part thereof

("hacking");

i. The Client and/or User shall not infringe in any way on TAGGRS' and/or third parties' intellectual property rights; and

j. Client and/or User shall not, without TAGGRS' prior express written consent, disclose, duplicate or otherwise apply information and data provided by TAGGRS in connection with the Service other than for use in Client's internal business operations;

k. The Client and/or User shall at all times give effect to the (license) conditions of third parties as referred to in Article 11.

10.5 If the Client and/or User(s) act in violation of one or more of the aforementioned rules, the Client is obliged to follow the reasonable instructions to be given by TAGGRS in connection therewith and to have the User(s) follow them.

10.6 If data saved, edited, processed or otherwise entered using the Service is unlawful towards third parties, TAGGRS is entitled to remove and destroy this data from the Server immediately, without prior notice. As of now and to the extent necessary, Client grants TAGGRS permission (to the extent necessary) to remove and destroy all infringing data from the Server. TAGGRS shall in no event be liable for any (consequential) damages resulting from such actions.

10.7 TAGGRS may prevent Access to the Services by decommissioning Access Resources or suspend service if it suspects that it is being used in violation of the provisions of the Agreement. Customer's obligation to pay shall continue during such decommissioning.

10.8 The Customer is not permitted to reproduce, rent out or lend all or part of the Service or a copy thereof. The Client is not permitted to change or remove any indications in Service regarding the authorship or confidential nature of the software or any reference to TAGGRS.

10.9 The Customer is only permitted to load and image the Service if and to the extent technically necessary and in accordance with the permitted purposes of use and performance of the Agreement.

10.10 All rights relating to the Service not expressly granted to the Client in the Agreement are reserved by TAGGRS.

10.11 If Client and/or User(s) act(s) in violation of the provisions of this article, Client shall be in default by operation of law and TAGGRS shall be entitled – without prior notice of default – to terminate the Agreement and TAGGRS shall furthermore have all rights granted to it by law in such a case.

11. Third Party Applications

11.1 If and to the extent that applications, services or other software of third parties are made available or used in the performance of the Services and/or Application(s), the terms and conditions of such third parties shall apply in full with respect to such applications, services or other software. Client accepts the said terms and conditions of third parties and guarantees to act in accordance with them.

11.2 In the event that Customer purchases and/or uses applications, services or other software from third parties for the proper performance of the Services and/or the operation of the Application(s), Customer guarantees that it will at all times act in accordance with the conditions attached to such purchase or use by the third party in question. TAGGRS does not control applications, services or other software of these third parties and their use is entirely at the Client's expense and risk. TAGGRS is in no way responsible or liable for third-party applications, services or other software. The Client shall indemnify TAGGRS for all possible infringements and damages that may arise as a result of the application and/or use of the relevant applications, services or other software of third parties and shall fully indemnify TAGGRS in this regard.

11.3 If and insofar as, for whatever reason, the said terms and conditions of third parties in the relationship between the Client and TAGGRS are deemed inapplicable or declared inapplicable, the provisions between the Agreement and the Terms and Conditions between the Parties shall apply in full.

11.4 With respect to the use and maintenance of the Application, Taggrs shall never be liable to any greater or different extent than what applies in the relationship between TAGGRS and the relevant supplier of that Application.

12. Intellectual Property Rights and License

12.1 All intellectual property rights in all Applications developed or made available in the context of the Services or other documentation and other materials to which any right of intellectual property rests or may rest, shall be held exclusively by TAGGRS or its licensors.

12.2 Client only acquires the revocable, non-exclusive and non-transferable rights and powers of use, as expressly granted in the Agreement or otherwise in writing, for the duration of the Agreement (license). The license is granted on the condition that the Client pays the fees, as stated in the Agreement, on time and in full and on the condition that the Client acts in accordance with the provisions of the Agreement and the Terms and Conditions. Without TAGGRS' prior written consent, Client shall not be entitled to sublicense.

12.3 Client shall not otherwise reproduce or disclose the Applications or other documentation and other materials developed or made available under the Services. The Client is not allowed to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from Applications developed or made available as part of the Services or other documentation and other materials. Nor is Client permitted to reconstruct the source code of by reverse engineering. Client warrants that it will not use the intellectual property rights vested in or contained in the Applications or other documentation and other materials developed or provided as part of the Services for any purpose other than the purposes set forth in the Agreement.

12.4. TAGGRS is permitted to take technical measures to protect the Applications developed or made available under the Services or other documentation and other materials, provided such measures do not adversely affect functionality. If the Applications developed or made available as part of the Services or other

documentation and other materials are secured by means of technical protection, Client is not permitted to remove or circumvent this security.

12.5. Customer is not entitled to independently repair or have errors in the Service and/or Application fixed, make adjustments to it, transfer it to other equipment, link it with other equipment and software, independently expand functionality, change parameters and/or remove protections.

12.6 TAGGRS shall at all times be entitled to examine whether the Client acquires (the intellectual property rights vested in or contained in) the Services and/or Application in a manner consistent with the Agreement. Client agrees to cooperate with such audit upon TAGGRS' first request.

13. Data of the Customer and processing of Personal Data

13.1 To the extent data, which is not Personal Data, is used by the Customer in the Services and/or entered into the Application by the Customer, the Customer remains entirely independently responsible and liable for this. Client warrants that all information provided is and will remain true, accurate, complete and current. TAGGRS is not required to verify the correctness, accuracy and completeness of data and is not responsible or liable for it. Data may only be used in accordance with the Agreement and the Terms.

13.2 Insofar as Personal Data are processed, the Client, as data controller, shall ensure lawful processing of Personal Data in accordance with the GDPR and related laws and regulations. The parties have entered into a Processor Agreement, which is an inseparable part of the Agreement and the Terms and Conditions that also apply to it. Client shall indemnify TAGGRS and fully compensate TAGGRS for all third party claims and (consequential) damages resulting from Client's violation of the aforementioned laws and regulations and non-compliance with the Agreement and the Terms and Conditions that pertain to (the processing of) Personal Data.

14. Liability and compensation

14.1 TAGGRS shall be liable to the Client for damage suffered by the Client which is the direct and exclusive result of a failure in the performance of the Agreement attributable to TAGGRS and which must manifest itself within a maximum period of 24 months after termination of the Agreement or delivery, subject to the provisions of this article.

14.2 TAGGRS's liability shall be limited to a maximum of 3 times the invoice value excluding VAT per period as stated in the Agreement, subject to a maximum of € 25,000. If the Agreement is a continuing performance agreement, the liability shall be limited to an amount equal to 3 times the total amount, exclusive of VAT, stipulated in the context of the order in the last 6 months prior to the occurrence of the damage by the Client, with a maximum of € 25,000. This limitation of liability applies mutatis mutandis to any indemnification obligations of TAGGRS.

14.3 If the provisions of Articles 14.1 and 14.2 are not upheld for whatever reason, TAGGRS' liability shall in all cases be limited to the amount paid out by TAGGRS' insurer in a given case.

14.4 If and insofar as (the operation of) the Services and Applications depends on the (operation of) services of third parties, TAGGRS shall furthermore never be liable for damage arising as a direct or indirect result of the non-functioning (or no longer functioning) of the services of these third parties.

14.5 A series of related damaging events shall be considered one event/claim for the purposes of this article.

14.6 The limitations and/or exclusions of liability contained in this Article shall also apply in favor of TAGGRS' personnel and auxiliary persons involved by TAGGRS in the execution of an Agreement.

15. Suspension and dissolution of the Agreement

15.1 TAGGRS shall be entitled to suspend fulfilment of its obligations with immediate effect or to dissolve the Agreement – without prior notice of default – if (i) Customer fails to perform its obligations under the Agreement and these Terms in full or in a timely manner, (ii) after the conclusion of the Agreement TAGGRS learns of circumstances that give good reason to fear that the Client will not fulfill its obligations, (iii) if at the conclusion of the Agreement Customer was requested to provide security for the fulfillment of its obligations under the Agreement and such security is not provided or is insufficient or (iv) if, due to the delay on the part of the Client, TAGGRS can no longer be required to fulfill the Agreement at the originally agreed conditions.

15.2 Furthermore, TAGGRS is authorized to terminate the Agreement – without prior notice of default – if circumstances arise of such a nature that fulfillment of the Agreement is impossible or if other circumstances arise of such a nature that unaltered maintenance of the Agreement cannot reasonably be required of TAGGRS.

15.3 If the Agreement is terminated, TAGGRS' claims against the Client shall be immediately due and payable. If TAGGRS suspends fulfillment of its obligations, it shall retain its claims under the law, the Agreement and the Terms and Conditions.

15.4 In case of liquidation, (application for) suspension of payments or bankruptcy, seizure – if and insofar as the seizure has not been lifted within three months – at the Client's expense, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, TAGGRS will furthermore be free to dissolve (part of) the Agreement immediately – without prior notice of default – and with immediate effect. TAGGRS' claims against the Client shall in such case be immediately due and payable.

15.5 If TAGGRS proceeds with suspension or dissolution, it shall in no way be liable to compensate the Client for damages and costs incurred in any way as a result.

15.6 If at the time of dissolution the Client has already received performance in execution of the Agreement, this performance and the related payment obligation will not be an object of undoing. Amounts TAGGRS has invoiced prior to the dissolution in connection with what it has already performed or delivered in execution of the Agreement shall remain payable by the Client in full and shall become immediately

due and payable at the time of the dissolution. In addition, work performed and labor time reserved for the performance of the Agreement will be charged in full to the Client.

16. Secrecy

Both Parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if it has been communicated by a Party or results from the nature of the information. This obligation of confidentiality does not apply if disclosure is required by law or regulations or pursuant to a court order.

17. Duration of Agreement, terms and consequences of termination

17.1 The Agreement commences on the effective date as stated in the Agreement and is entered into for the duration of one calendar year. After the expiration of this term, the Agreement will be tacitly renewed each time for the duration of one calendar year, unless one of the parties terminates the Agreement by registered letter before the expiration of the (extended) term, taking into account a notice period of three months.

17.2 Notwithstanding the provisions of Article 17.1, TAGGRS shall be entitled to terminate the Agreement at any time and without giving reasons without being liable to pay any compensation (for damages or costs) to the Client.

17.3 Upon termination of the Agreement, the Client may request a one-time delivery of the data entered when using the Services, including Personal Data. TAGGRS may make this data available to the Client in a customary format. In case Client has not indicated its desire for the aforementioned transfer of data immediately after the termination of the Agreement, TAGGRS shall be entitled to delete and destroy data immediately, without prior notice, unless TAGGRS has a legal obligation to retain such data.

18. Applicable law and disputes

18.1 All Agreements concluded by TAGGRS shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.

18.2 All disputes between the Parties shall be settled exclusively by the District Court of Northern Netherlands, location Leeuwarden.