

**GENERAL TERMS AND CONDITIONS TAGGRS****1. Definitions**

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

<b>Offer/Offers</b>	any offer by Taggrs to enter into an Agreement;
<b>Application(s)</b>	the software(modules) made available by means of the Service as defined in the Agreement;
<b>Taggrs</b>	the general partnership Flowhub, trading as Taggrs, located in (8442 EZ) Heerenveen at Coehoorn van Scheltingaweg 1P, registered in the trade register of the Chamber of Commerce under number 90185943, being the user of these Terms;
<b>Availability</b>	the period during which Customer actually has the Application at its disposal through the Service;
<b>Service(s)</b>	the provision and maintenance by Taggrs, for a fee, of the Application(s) on behalf of Client on a Server, as defined in the Agreement;
<b>User</b>	a natural person authorized by Client to use Application(s) available through the Portal;
<b>Interface</b>	a Resource being a communication link between the Service and systems within the Customer's domain;
<b>Tools</b>	the resources installed by the User and/or Client on their computer to make use of the Application;
<b>Client</b>	The natural person(s) and/or legal person(s) to whom Taggrs makes an Offer and/or with whom Taggrs enters into an Agreement;
<b>Agreement</b>	any agreement between the Parties relating to the provision of Services by Taggrs to Client;
<b>Party</b>	Taggrs and Client or each for himself;

<b>Personal Data</b>	a personal data within the meaning of the General Data Protection Regulation ("AVG") that is processed when using the Service and/or the Application(s);
<b>Portal</b>	The Internet site where the Client and User can use the Service and request changes;
<b>Server</b>	a computer or associated group of computers and related hardware ("cloud") managed by or on behalf of Taggrs, containing web server equipment, the Application(s), supporting software and/or database software, accessible by means of the Internet;
<b>Access Resources</b>	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);
<b>Processor Agreement</b>	The processor agreement entered into between Taggrs and Client, where Taggrs qualifies as a "processor" and Client qualifies as a "controller" within the meaning of the AVG;
<b>Terms and Conditions</b>	These terms and conditions 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 a 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 used by Client is expressly rejected by Taggrs unless and after such terms are expressly declared in writing by Taggrs to be applicable to an Agreement.
- 2.4 In the event of nullity or annulment by Customer of one or more provisions of the Terms and Conditions, the other provisions of the Terms and Conditions will continue to apply in full to the Agreement. Parties will consult to replace an invalid or annulled provision of the Terms and Conditions by a provision that is valid or not annulable and that corresponds as closely as possible to the purpose and purport of the invalid or annulled provision.
- 2.5 To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of the Agreement shall prevail. The other provisions of the Conditions shall in that case continue to apply to the Agreement unimpaired.

## **3. Offers**

- 3.1 Unless expressly stated otherwise, an Offer 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 in any event lapse fourteen (14) days after the date specified in the Offer.

- 3.2 Offer accepted by Client within the validity period may be revoked by Taggrs for five (5) business days from the date of receipt of acceptance by Taggrs, without giving rise to any obligation on the part of Taggrs to compensate Client for any loss suffered as a result thereof.
- 3.3 An order placed by Client shall be confirmed by Taggrs by means of an order confirmation. If Client does not object to such confirmation within fourteen (14) days of receipt of the order confirmation, the order, as described in the order confirmation, is accepted by Client.
- 3.4 If the Client provides information to Taggrs for the purpose of making an offer, Taggrs may rely on its accuracy and shall base its Offer on that information. Client shall indemnify Taggrs against any claim by third parties in relation to the use of data supplied by or on behalf of Client.
- 3.5 If an Offer is made at the request of Client and such Offer is not accepted, Taggrs shall be entitled to charge 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 Terms. The Services and the Application(s) are delivered in the condition "as is/are", "as available" and "with all defects present".
- 4.2 Taggrs is not required to have a disaster recovery center or other disaster recovery facilities for the purposes of performance of the Services.
- 4.3 Taggrs shall be entitled to make changes to the design or operation of the Services and/or Application(s) at any time.
- 4.4 The use of the Services and/or Application(s) is at the sole cost and risk of the Client. Client warrants that it will not use the Application(s) for any purposes other than those set forth in or arising from the Agreement and these Terms and Conditions and indemnifies Taggrs against 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 indemnify Taggrs in full in that respect.

#### **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 sales tax due 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 the right of Customer 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 from the date of invoice, in a manner to be indicated by Taggrs, in the currency in which Taggrs has invoiced, unless otherwise indicated in writing by Taggrs. Taggrs is entitled to invoice periodically.
- 6.2 If the Client fails to pay an invoice within the period specified in Article 6.1, the Client shall be in default by operation of law (Article 6:83a of the Dutch Civil Code). The Client shall then owe statutory commercial

interest (6:119a Dutch Civil Code) on the invoiced amount, as well as judicial and extrajudicial collection costs, the latter to be fixed at 15% of the overdue amounts with a minimum of € 500.

- 6.3 Client shall not be entitled to set off any amounts owed to Taggrs against any claims against Taggrs. Objections to the amount of an invoice shall not suspend Client's obligation to pay.

## **7. Availability and adaptation**

- 7.1 Taggrs shall use its best efforts to ensure that the agreed Service functions properly at all times and strives to ensure the highest possible availability, quality and security of the Service. Taggrs does not, however, guarantee that the Service will function without error, failure or interruption. Taggrs has an obligation of effort only, not an obligation of result. Taggrs endeavors 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. In no event shall Taggrs be liable for any (consequential) damages.
- 7.2 Taggrs reserves the right - without prior notice to 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 Client shall promptly notify Taggrs in writing of any errors in the Service. In this context, "errors" shall mean a substantial failure to meet the functional or technical specifications made known in writing by Taggrs. An error shall only exist if Customer can demonstrate it, is reproducible and prevents normal use of the Service. Taggrs shall use its best efforts to detect and correct any errors in the Service. However, Taggrs cannot guarantee that all errors will be corrected and shall in no event be liable for (consequential) damages.
- 7.4 If a modification referred to in Clauses 7.2 and 7.3 results in a material deviation in the functionality of the Service, Taggrs shall notify Client in writing or electronically before the modification becomes available.
- 7.5 Taggrs reserves the right to take the Service out of service temporarily for purposes including maintenance, modification or improvement of Taggrs' computer systems. Taggrs shall, to the extent possible, schedule such outage outside business hours and shall give Customer timely advance notice of such planned outage. Such announced shutdown of the Service shall in no event constitute a breach by Taggrs of its obligations to Client, and Taggrs shall therefore not be liable for (consequential) damages.
- 7.6 Taggrs is not liable for the correct operation of the Service if the hardware and software (including, but not limited to, the operating system and infrastructure and its settings) recommended by Taggrs are not used. Taggrs further does not warrant the proper operation of the Service in the event of Customer's injudicious use of the Service and/or Customer's improper implementation and use of the Service.
- 7.7 Taggrs may, in consultation with Customer, make beta version(s) of (one or more modules of) the Service available to Customer. Use of such version(s) shall in all cases be at the expense and risk of Customer.

## **8. Resources**

- 8.1 Client is responsible for the availability and functioning of the Resources required for access to and use of 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 set forth by Taggrs and any instructions provided by Taggrs.
- 8.2 Client is responsible for maintaining a connection to the energy network and other connections necessary for access to and use of the Service.

8.3 Additional (license) terms (of third parties) may apply to the use of auxiliary applications. Taggrs does not guarantee the full functionality of the auxiliary applications and/or links used by Customer and shall not be liable for (consequential) damages in connection with the failure of or shortcomings and other errors in the auxiliary applications used by Customer.

## **9. Access to the Service**

9.1 Client 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) damages of Client and/or third parties, which are caused by unauthorized and/or improper use of the Access Resources.

9.2 The Access Means provided are non-transferable, strictly personal and exclusively for use within the organization of the Client. Client shall exercise due care with respect to the use of the Access Means and keep them secret from third parties.

9.3 Taggrs may change the Access Resources at any time at its sole discretion, of which Taggrs shall notify Client in writing, in electronic form 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 intended solely for the use of the Client. Client shall immediately notify Taggrs if the Access Resources are used unauthorized or Client reasonably suspects such use.

9.5 Client may request Taggrs to block the Access Means. Taggrs is also entitled at any time to block Access Means on its own motion, if Taggrs is aware of possible unauthorized use of the Access Means. In such event Taggrs shall not be liable for any damage or consequential loss incurred by Customer and/or third parties as a result of the blocking of the Access Medium.

## **10. Use of the Service**

10.1 Client and User may only use the Service for the purposes of the said modules as stated in the Agreement, sufficiently known to the Parties, 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 Client guarantees that it and the User(s) will observe the following rules as relevant:

- a. Client shall 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, Customer and/or User will not spread any (computer) viruses or other files that (may) damage the (proper functioning of the) Service;
- c. Customer 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, limited use or unforeseen use (for other users);
- d. Client and/or User shall not send unsolicited large quantities of messages with the same or similar content ("spam");

- e. Client and/or User shall not misuse Access Resources or breach and/or attempt to breach the security of the Service;
  - f. Client and/or User shall not perform or omit to perform any act that it knows or reasonably should have known could result in a use of the Service that is actionable or unlawful against Taggrs and/or third parties;
  - g. Customer and/or User shall not publish or distribute any racist or discriminatory material and/or (child) pornography. Distribution also includes 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 any part thereof ("hacking");
  - i. Client and/or User shall not infringe in any way on intellectual property rights of Taggrs and/or third parties; and
  - j. Client and/or User shall not, without Taggrs' prior express written consent, disclose, reproduce or otherwise use information and data provided by Taggrs in connection with the Service other than for use in Client's internal business operations;
  - k. 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 Client and/or User(s) violate any of the foregoing rules, Client shall be obligated to follow and cause User(s) to follow reasonable instructions given by Taggrs in connection therewith.
- 10.6 If any data stored, edited, processed or otherwise entered using the Service is unlawful towards third parties, Taggrs shall be entitled to remove and destroy such data from the Server immediately, without prior notice. NOW, THEREFORE, Client grants Taggrs permission (to the extent necessary) to remove and destroy all infringing data from the Server. In no event shall Taggrs be liable for any (consequential) damages resulting from such action.
- 10.7 Taggrs may prevent Access to the Services by decommissioning Access Resources or suspend the Service if it suspects that it is being used in violation of the provisions of the Agreement. The Customer's obligation to pay shall continue during such decommissioning.
- 10.8 The Client may not reproduce, rent or lend all or part of the Service or any copy thereof. The Customer may not modify or remove any copyright or confidentiality notices from the Service 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 Client in the Agreement are reserved by Taggrs.
- 10.11 If Client and/or User(s) act(s) in breach of the provisions of this clause, Client shall be in default by operation of law and Taggrs shall be entitled to terminate the Agreement - without prior notice of default, and Taggrs shall furthermore have all rights granted to it by law in such 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 those third parties shall apply in full to those applications, services or other software. Customer accepts the said terms and conditions of third parties and guarantees to act in accordance therewith.
- 11.2 In the event Client purchases and/or uses applications, services or other software from third parties for the proper performance of the Services and/or operation of the Application(s), Client warrants that it will at all

times act in accordance with the terms and conditions attached to such purchase or use by such third party. Taggrs does not control the applications, services or other software of such third parties and their use is entirely at the risk and expense of Client. Taggrs shall not be responsible or liable in any way for third party applications, services or other software. Client shall indemnify Taggrs against any and all breaches and damages which may arise as a result of the application and/or use of such third party applications, services or other software and shall indemnify Taggrs in full in that respect.

- 11.3 If and to the extent that, for any reason, the said third party terms and conditions are deemed inapplicable or declared inapplicable to the relationship between Client and Taggrs, the provisions of the Agreement and the Terms and Conditions between the Parties shall apply in full.
- 11.4 In respect of the use and maintenance of the Application, Taggrs shall in no event be liable to any greater or different extent than that which applies in the relationship between Taggrs and the relevant supplier of that Application.

## **12. Intellectual property rights and licensing**

- 12.1 All intellectual property rights in all Applications developed or made available as part of the Services or other documentation and other materials in which any right of intellectual property is or may be vested are vested exclusively in Taggrs or its licensors.
- 12.2 Client only acquires the revocable, non-exclusive and non-transferable rights and powers of use, as granted expressly and in writing in the Agreement or otherwise, for the duration of the Agreement (license). The license is granted subject to Customer's timely and complete payment of the fees set forth in the Agreement and subject to Customer's compliance 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 will not otherwise reproduce or disclose the Applications developed or made available as part of the Services or other documentation and other materials. Client is not allowed to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from

Applications or other documentation and other materials developed or made available as part of the Services. Nor is Customer permitted to reconstruct the source code of by reverse engineering. Customer guarantees that it will not use the intellectual property rights vested in or contained in the Applications or other documentation and other materials developed or made available as part of the Services for purposes other than those included in the Agreement.

- 12.4 Taggrs is permitted to take technical measures to protect the Applications developed or made available as part of 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 shall not be permitted to remove or circumvent such security.
- 12.5. Customer is not authorized to independently repair errors in the Service and/or Application, 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 Customer is acquiring (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 Client and processing of Personal Data.**

- 13.1 To the extent that any data, which is not Personal Data, is used by Customer in the Services and/or entered into the Application by Customer, Customer remains entirely independently responsible and liable for it. Client warrants that all data provided is and will remain true, accurate, complete and current. Taggrs has no obligation to verify the correctness, accuracy and completeness of data and shall not be 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 AVG and related laws and regulations. The parties have entered into a Processor Agreement, which forms an inseparable part of the Agreement and the Terms and Conditions which also apply thereto. The Client shall indemnify Taggrs and hold it fully harmless from any and all third party claims and (consequential) damages resulting from the Client's breach of the aforementioned laws and regulations and its failure to comply with the Agreement and the Terms and Conditions governing (the processing of) Personal Data.

**14. Liability and compensation**

- 14.1 Taggrs shall be liable to the Client for damages incurred by the Client which are the direct and exclusive result of a breach of the Agreement attributable to Taggrs and which must manifest itself within a maximum period of 24 months after the termination of the Agreement or delivery, subject to the provisions of this Article.
- 14.2 Taggrs' liability shall be limited to a maximum of 3 times the invoice value excluding VAT per period as set out in the Agreement, subject to a maximum of €25,000. If the Agreement is a continuing performance agreement, liability shall be limited to an amount equal to three times the total amount of the invoice value excluding VAT for the order in the 6 months preceding the occurrence of the loss or damage, subject to a maximum of €25,000. This limitation of liability shall apply mutatis mutandis to any indemnification obligations of Taggrs.
- 14.3 If the provisions of Articles 14.1 and 14.2 are not upheld for any reason, Taggrs' liability shall in all cases be limited to the amount paid by Taggrs' insurer in the relevant case.
- 14.4 If and to the extent that the Services and Applications depend on the services of third parties, Taggrs shall not be liable for any damages resulting directly or indirectly from the failure of such 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 auxiliaries engaged by Taggrs in the performance of an Agreement.

**15. Suspension and dissolution of the Agreement**

- 15.1 Parties are authorized to suspend the performance of the obligations with immediate effect or to dissolve the Agreement - without prior notice of default - if (i) the other Party does not, does not fully or does not timely comply with the obligations under the Agreement and these Terms and Conditions, (ii) the other Party has taken the decision to liquidate or dissolve the company or to file for bankruptcy, (iii) the other Party has filed for its own bankruptcy or suspension of payments or has made a decision to do so, (iv) the other Party ceases its business, (v) the Customer's business is closed down or (v) the other Party has offered one or more of its creditors an arrangement to reach a settlement to pay one or more claims.
- 15.2 Dissolution or termination shall be by written notice.
- 15.3. If one Party terminates or dissolves the Agreement, the other Party shall not be liable for any damages.



**16. Secrecy**

Both Parties are obliged to keep confidential all confidential information obtained from each other or from other sources within the framework of their Agreement. Information is considered confidential if this has been communicated by a Party or if it arises 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 Agreement, terms and consequences of termination**

The Agreement shall commence upon the parties' agreement and shall be renewed on a monthly or annual basis. Depending on the subscription (monthly or annual billing) entered into by Client with Taggrs, the Agreement will be tacitly renewed each time for the duration of one month or one year. Contractor is entitled to terminate the Agreement by the end of the month.

- 17.1 After termination of the Agreement, Client may request a one-time delivery of the data entered during the use of the Services, including Personal Data. Taggrs may make such data available to Client in a customary format. In the event Client does not indicate its desire for the aforementioned transfer of data immediately upon termination of the Agreement, Taggrs shall be entitled to delete and destroy data immediately, without prior notice, unless Taggrs is under a legal obligation to retain such data.

**18. Applicable law and disputes**

- 18.1 All contracts entered into by Taggrs shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

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