

## Terms and conditions

### Article 1 General

1.1 The Conditions apply to and form an inseparable part of all offers and quotations from Levarne B.V., Agreements and all other possible related legal acts between Levarne B.V. and the Client, or his legal successor. In addition to these Terms, the specific Appendix(es) of the Terms and Conditions agreed between Levarne B.V. and the Client also apply.

1.2 When it is stated in the Conditions that an action must be in writing, this also means by email.

1.3 Deviations from the Terms and Conditions are only valid if they have been explicitly agreed on in writing by Levarne B.V. and the Client. They only apply to the specific agreement on which they have been agreed.

1.4 The Conditions always take precedence over any purchase or other conditions used by the Client.

1.5 Once these Conditions have been applicable to a legal relationship between Levarne B.V. and the Client, the Client is deemed to have agreed in advance with the applicability of these Conditions to Agreements concluded and to be concluded subsequently.

1.6 If and insofar as any provision of the Conditions is declared null and void or is nullified, the other provisions of the Conditions will remain in full force. In that case, the parties will determine a new provision in consultations to replace the void/voided provision, whereby the purport of the void/voided provision will be observed as much as possible.

1.7 In the event of a conflict between provisions from an Agreement and the Terms and Conditions, the provisions from the Agreement will prevail. In the event of a conflict between the Conditions and a specific Appendix, the provisions of the specific Appendix(es) will prevail.

1.8 Electronic communication between the Parties is deemed to have been received on the day of dispatch, unless proven otherwise.

### Article 2 Offers and formation of the Agreement

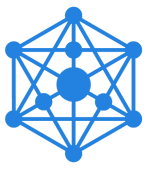
2.1 Quotations and other offers from Levarne B.V. are without obligation and must be regarded as an invitation to make an offer to enter into an agreement, unless otherwise indicated in writing by Levarne B.V..

2.2 Offers and quotations lose their validity after four (4) weeks from the date, unless stated otherwise in writing.

2.3 The Client guarantees the correctness and completeness of the information provided by or on behalf of him to Levarne B.V. on which Levarne B.V. bases its offer. If that information turns out to be incorrect -complete, Levarne B.V. has the right to change the offer.

2.4 An Agreement is concluded by written confirmation by the Client of an unaltered valid quotation and/or offer from Levarne B.V..





### **Article 3 Execution of the Agreement and delivery**

3.1 Levarne B.V. will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of the art and technology known at that time. The Agreement to be concluded between Levarne B.V. and the Client has the character of a best efforts obligations, unless and to the extent that Levarne B.V. has explicitly promised a specific result in the written Agreement and the result concerned is also described with sufficient clarity in the Agreement. Any agreements about a service level (Service Level Agreement) are always agreed in writing.

3.2 The Parties determine in the Agreement the delivery terms and dates as well as the place and manner in which the Services are delivered and/or launched. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Said delivery times are therefore not strict deadlines, unless the Parties have explicitly agreed otherwise in writing. In the event of an (imminent) exceeding of a (delivery) term, the Parties will consult as soon as possible in order to take appropriate measures.

3.3 If it has been agreed that the Agreement will be performed in phases, Levarne B.V. is entitled to postpone the start of the Services that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

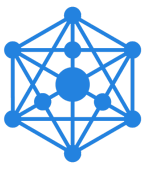
3.4 Levarne B.V. is not obliged to follow instructions that change or supplement the content or scope of the agreed Services; if such instructions are followed, the relevant work will be reimbursed in accordance with the usual rates of Levarne B.V. and Levarne B.V. will report this to the Client.

3.5 Levarne B.V. is entitled to have the Agreement executed in whole or in part by third parties or at least to engage third parties in the performance of the Agreement.

3.6 Services will be considered accepted between the parties if the Client has not substantiated in writing in detail within five (5) working days after delivery of the relevant Services why the Services are not accepted. If these are not accepted, Levarne B.V. must replace or adjust the Services within a reasonable period of time. If the Client does not accept the Services again, the parties will go through the acceptance procedure again. This procedure will be repeated each time if during the renewed acceptance test the Client again substantiates why the Services are not accepted.

3.7 The risk of loss, theft, misappropriation or damage to goods, products, information/data, documents or programs that are created or used in the context of the performance of the Agreement transfers to the Client at the moment that these be placed in the actual power of the disposal of the Client or an auxiliary person of the Client.





## Article 4 Prices and payment conditions

4.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.

4.2 Unless explicitly agreed otherwise, price indications, budgets and/or precalculations of Levarne B.V. are only indicative in nature and no rights or expectations can be derived from them. Only when the parties have agreed, Levarne B.V. is obliged to inform the Client when a cost estimate or budget is exceeded.

4.3 The Parties will record in the Agreement the date or dates on which Levarne B.V. will charge the fee for Services to the Client. Invoices are paid by the Client in accordance with the payment conditions stated in the invoice. In the absence of a specific arrangement, the Client will pay within thirty (30) days of the invoice date.

4.4 If the Client does not pay the amounts due on time, the Client owes statutory interest on the outstanding amount, without any reminder or notice of default being required. If the Client continues to fail to pay the claim after the reminder or notice of default, Levarne B.V. can hand over the claim, in which case the Client is obliged to pay all judicial and extrajudicial costs, including costs for external experts, in addition to the total amount owed.

4.5 Levarne B.V. has the right to retain Services that are still under Levarne B.V. if the Client does not meet its payment obligations, until the Client has fulfilled its payment obligation, regardless of whether the payment arrears relates to the Services that Levarne B.V. still holds.

4.6 Levarne B.V. is entitled, during the term of an Agreement, to increase the prices for its Services annually, with effect from January 1, in accordance with the price index of the previous calendar year, as published by CBS (Customer price index "All households"), plus at most fifteen percent (15%). Levarne B.V. is entitled to implement the cost increase at a later date if it deems this desirable from an administrative point of view.

4.7 Comments or complaints about sent invoices and declarations must be made known in writing within fourteen (14) days after receipt of the relevant invoice or declaration, failing which they are deemed to be accepted. Such complaints do not suspend the obligation to pay.

4.8 Levarne B.V. is entitled to invoice the Client in the interim and/or on the basis of advance payments, to set off or to demand security for compliance by the Client.

4.9 Client agrees to electronic invoicing by Levarne B.V..

## Article 5 Changes to the assignment or additional work

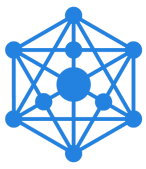
5.1 The Client accepts that the timetable of the Agreement can be influenced if the scope of the Agreement is expanded and/or changed in the meantime. If the interim change affects the agreed fee, Levarne B.V. will notify the Client as soon as possible.

5.2 If, on the basis of an amendment to the Agreement as a result of additional request or wishes from the Client, Levarne B.V. has to perform additional activities (additional work), these activities will be charged to the Client on a subsequent calculation based on the basis of the customary rates at that time, charged unless explicitly agreed otherwise in writing.

5.3 Levarne B.V. is entitled to perform this additional work without (prior) written permission from the Client, insofar as the costs associated with this additional work do not exceed ten percent (10%) of the originally agreed total fee.

5.4 If the costs for additional work amount to more than ten percent (10%), Levarne B.V. will inform the Client of this. The parties will then discuss the measures to be taken in mutual consultation.





## Article 6 Obligations of the Client

6.1 The Client will ensure that all data and/or information, of which Levarne B.V. indicates that it is necessary or of which the Client should reasonably understand that it is necessary for the performance of the Agreement, including information regarding Levarne B.V. laws and regulations to be taken that are specific to the Client's industry are provided to Levarne B.V. in a timely manner and will provide all cooperation required by Levarne B.V.. Quotations and offers from Levarne B.V. as well as the Agreement concluded afterwards are based on the information provided by the Client.

6.2 If information required for the execution of the Agreement is not provided to Levarne B.V. in time, Levarne B.V. has the right to suspend the execution of the Agreement and/or the additional costs arising from the delay will be charged to the Client in accordance with the then applicable usual rates.

6.3 Insofar as user names and/or passwords are provided by Levarne B.V. within the framework of the Agreement, the Client is responsible for these user names and/or passwords and is fully and independently liable for any misuse of the user names and passwords, unless such abuse is the result of intent or gross negligence on the part of Levarne B.V..

6.4 Insofar as user names and/or passwords are provided by Levarne B.V. in the context of the Agreement, the Client is prohibited from providing these usernames and/or passwords to third parties without permission from Levarne B.V..

## Article 7 (Interim) Termination and the consequences thereof

7.1 An Agreement takes effect on the date as described in Article 2 for the period as agreed in writing between the Parties, and ends by right on the date agreed between the Parties or at the time the provision of the Services has been completed.

7.2 Unless explicitly agreed otherwise, the Parties can not cancel the Agreement prematurely.

7.3 Each Party is entitled to dissolve the Agreement in whole or in part in the event of bankruptcy or suspension of payments of the other Party, as well in the event of closure or liquidation of the business of the other Party other than for the reconstruction or merger of companies, or if decisive control over the business of the other Party changes.

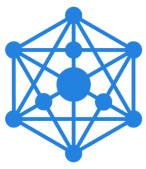
7.4 Dissolution of the Agreement on the basis of an attributable shortcoming only permitted after a written notice of default that is as detailed as possible whereby a reasonable term is set for remedying the shortcoming, unless otherwise provided in these Terms or as otherwise provided in the law.

7.5 In the event of termination of the Agreement, there will be no reversal of what Levarne B.V. has already delivered and/or performed including the related payment obligation, unless the Client proves Levarne B.V. is in default with regard to the essential part of those performances. Amounts that Levarne B.V. has invoiced before the dissolution in connection with what Levarne B.V. already has properly for the implementation of the Agreement performed or delivered, remain with due observance of the previous sentence certain unabated and become payable at the time of the dissolution immediately due and payable.

7.6 In the event of termination of the Agreement, all rights granted to the Client will lapse. Client is no longer entitled to use the Service.

7.7 Articles that by their nature are intended to remain applicable after the end of the Agreement, will remain in full force after termination of the Agreement.





## Article 8 Intellectual Property Rights

8.1 Unless stipulated otherwise in the Agreement, all IP rights vested in all the Services provided under the Agreement as well as all other materials or information that Levarne B.V. has made available, rest exclusively with Levarne B.V. and/or its licensors.

8.2 Nothing in these Conditions and/or the Agreement implies a transfer of IP Rights. The Client only obtains the nonexclusive and nontransferable right of use to the Services for the purposes set out in the Agreement and under the conditions stipulated in the Agreement. Unless otherwise stipulated in writing, the right of use granted applies only to the Netherlands.

8.3 The Client is not permitted to remove or change any indication regarding IP Rights from the results of Services.

8.4 Levarne B.V. explicitly does not waive its personal rights referred to in Article 25 of the Copyrights Act.

8.5 Levarne B.V. is permitted to use the Services and the materials used for the performance of the Agreement, such as designs, drawings, films, software, (electronic) files, reports, formats and interviews, for its own promotion and/or publicity unless otherwise specified in the Agreement.

8.6 Levarne B.V. reserves the right to implement technical protection measures in the Services. The Client is not permitted to circumvent these technical protection measures or to offer resources for that purpose.

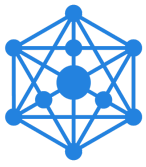
8.7 Levarne B.V. indemnifies the Client against legal claims from third parties based on the allegation that (parts of) the Services developed by Levarne B.V. infringe any IP Rights applicable in the Netherlands, on the condition that the Client immediately informs Levarne B.V. in writing of the existence and leaves the content of the legal claim and the settlement of the case, including making any settlements, entirely to Levarne B.V.. To this end, the Client will provide Levarne B.V. with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary on behalf of the Client.

8.8 The aforementioned obligation to indemnify lapses if the alleged infringement is related to:

- (i) materials made available to Levarne B.V. by the Client; and/or
- (ii) changes that the Client has or had made to the Services.

8.9 If it is irrevocably established in law that the Services developed by Levarne B.V. itself infringe any IP Rights belonging to a third party or if, in opinion of Levarne B.V. there is a reasonable chance that such an infringement will occur, Levarne B.V. will ensure, that the Client can continue to use the Service (or something functionally equivalent) undisturbed. If, in its sole opinion, Levarne B.V. cannot ensure, or not otherwise than in a way that is (financially) unreasonable onerous for it, that the Client can continue to use the Service provided undisturbed, Levarne B.V. shall retake the product(s) supplied and credit the acquisition costs under deduction of a reasonable user fee. Any other or further liability or indemnification obligation of Levarne B.V. due to violation of IP Rights of a third party is completely excluded.





## Article 9 Privacy

9.1 If in the context of the provision of the Services by Levarne B.V. personal data of customers of the Client must be processed, within the meaning of the Personal Data Protection Regulation Levarne B.V. must be classified as the “processor” and the Client as the “Controller”.

9.2 The Client and Levarne B.V. enter into a processor agreement, in accordance with Article 28 paragraph 3 of the General Data Protection Regulation, in which the processing of personal data by Levarne B.V. is regulated in accordance with relevant regulations.

## Article 10 Confidentiality

10.1 The parties will use all information they obtain from each other in whatever form - written, oral, electronic or tangible -, including - but not limited to - software, (source) code, programs, applications, customer data, knowhow, technical specifications - treat documentation (“Confidential information”) as strictly confidential and keep it secret.

10.2 The parties will only use the Confidential Information for the purpose of which it was provided and they will observe at least the same duty of care and guarantee that apply with regard to their own internal confidential information. Parties will only provide the Confidential Information to employees insofar as this is necessary in the context of the (performance of the) Agreement.

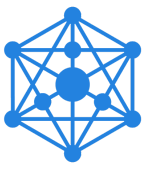
10.3 The confidentiality obligations of the Confidential Information do not apply insofar as the Party that received the information can demonstrate that the information in question:

- i) was already known to him at the time of receipt;
- ii) was already publicly known at the time of receipt;
- iii) has become publicly known upon receipt without attributable to the receiving Party;
- iv) is lawfully received from a third party together with the right to disclose it free from any obligation of confidentiality;
- v) is required by law, regulation or court order and the providing Party has notified the other Party of such mandatory disclosure;
- vi) has been made public with the approval of the disclosing Party.

10.4 During the term of the Agreement, as well as 1 (one) year after the end thereof, each of the Parties will only employ employees of the other party who are or have been involved in the performance of the Agreement, directly or indirectly, after prior consent.







## Article 11 Liability

11.1 The liability of Levarne B.V. due to an attributable shortcoming in the fulfillment of its obligations and/or on account of an unlawful act is limited to the compensation of direct damage suffered by the Client up to a maximum of the amount that, in that case, is covered by the insurance of Levarne B.V. or up to a maximum of the amount of the fee stipulated for the performance of the Agreement, whereby in the case of continuing performance agreements the stipulated fee will apply for one (1) year.

11.2 Direct damage is exclusively understood to mean:

- i) reasonable costs that the Client would have to incur to have the performance of Levarne B.V. comply with the Agreement; however, this replacement damage will not be compensated if the Agreement is dissolved by or at the request of the Client. ;
- ii) reasonable costs incurred by the Client for the necessity to keep its old system or systems and associated facilities operational for longer because Levarne B.V. has not delivered on a final delivery date that is binding on it, minus any savings resulting from the delayed delivery. ;
- iii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determinations relate to direct damage within the meaning of this Agreement. ;
- iv) reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have resulted in limitation of direct damage within the meaning of this Agreement.

11.3 Any liability of Levarne B.V. for other than direct damage (“indirect damage”), including - but not limited to - consequential damage, loss and/or damage to data, loss of profit and loss of turnover, is excluded.

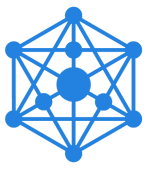
11.4 The limitations referred to in the previous paragraphs of this article will lapse if and insofar as the damage is the result of intent or willful recklessness on the part of Levarne B.V. or its supervisors (“own actions”).

11.5 The liability of Levarne B.V. due to an attributable shortcoming in the performance of an Agreement will in all cases only arise if the Client immediately and properly gives notice of default to Levarne B.V. in writing, whereby a reasonable period is set for remedying the attributable shortcoming, and Levarne B.V. also after that term continues to fail attributable in the fulfillment of its obligations, except in the event of a permanent attributable failure. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Levarne B.V. is able to respond adequately.

11.6 A condition for any right to compensation to arise is always that the Client reports the damage to Levarne B.V. in writing as soon as possible after it has arisen. Any claim for compensation against Levarne B.V. expires by the mere lapse of twelve (12) months after the claim arose.

11.7 The use by the Client of the Services is entirely at the Client’s own risk and responsibility. Levarne B.V. accepts no liability for the use that the Client makes of the Services. The client indemnifies Levarne B.V. against any third party claims arising from the use of the Services by the Client.





## Article 12 Force majeure

12.1 There is no attributable shortcoming in the performance of the Agreement by the Parties in the event of force majeure.

12.2 Force majeure includes inter alia interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, shortcomings of suppliers of Parties, shortcomings of third parties engaged by Parties, malfunctions in connection with the internet, hardware malfunctions, malfunctions in (telecommunications) networks and other unforeseen circumstances.

12.3 If the force majeure continues for at least thirty (30) days, the Parties are entitled to dissolve the Agreement, without being obliged to pay compensation for any damage, reversal or compensation with regard to this dissolution.

12.4 If Levarne B.V. is still able to perform part of the performance or has performed at the time of the force majeure, it is entitled to perform this performance and to invoice it separately, as if it were a separate Agreement.

## Article 13 Transfer of rights and obligations

13.1 The rights and obligations under the Agreement can only be (sub)licensed and/or transferred by the Parties to third parties if the other party agrees to this in writing.

## Article 14 Settlement and mediation

14.1 If a dispute between the Parties cannot be resolved satisfactorily, the dispute will, before submitting it to the court, be submitted to authorized representatives of the Parties to test the possibilities of a settlement, or to an independent mediator for the purpose of settlement.

## Article 15 Applicable law and competent court

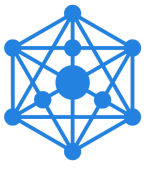
15.1 These General Terms and Conditions are exclusively governed by the Dutch law.

15.2 The applicability of the Vienna Sales Convention is excluded.

15.3 Any disputes that arise between Levarne B.V. and the Client in the context of or in connection with this Agreement will exclusively be submitted to the competent court in the district of Utrecht.







**LEVARNE**  
Serverless Solutions

