

# EMEA General Terms & Conditions

**Version:** 2022.1.0

These EMEA General Terms and Conditions (hereinafter: “**Terms**”) apply to any and all agreements between you (the “**Client**”) and between Betty Blocks Licensing B.V. and/or Betty Blocks Services B.V. (collectively or individually referred to as “**Betty Blocks**”), both Dutch corporations located in Alkmaar, the Netherlands, registered with the Chamber of Commerce under numbers 76021793 and 36052402 respectively.

Betty Blocks or Client may individually be referred to as a “**Party**” or collectively as the “**Parties**”. Any conditions applied by Client that deviate from or that are not included in these Terms only apply if and to the extent such conditions have been explicitly accepted in writing by Betty Blocks.

## MODULE A – GENERAL

### 1. DEFINITIONS

The capitalized words in these Terms have the meaning set out below, unless a (different) meaning is assigned elsewhere in these Terms or in the Agreement.

- 1.1. **Agreement:** any Order Form incorporating these Terms and any annexes thereto, including a Statement of Work.
- 1.2. **Application(s)** and/or **Configuration(s):** the applications and/or configurations that are developed by or on behalf of the Client using the Platform.
- 1.3. **Business Day:** Monday through Friday, excluding any bank holidays observed in the Netherlands and holidays observed and announced by Betty Blocks.
- 1.4. **Client Data:** the (personal) data entered into and stored on the Platform by Client, its authorized Users, or Betty Blocks on Client’s behalf when using the Platform.
- 1.5. **Deliverable:** any works created by Betty Blocks under the Agreement on behalf of the Client, as specified in a Statement of Work and subject to Module B of these Terms.
- 1.6. **Documentation:** all materials (whether in hard copy or in electronic format) supplied in connection with the Platform and/or Deliverables, including any and all manuals, instruction guides, online documentation, any written materials accompanying the Platform and/or Deliverables or other materials provided to Client by Betty Blocks which describe the functionality and/or specifications of the Platform and/or Deliverables.

- 1.7. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighboring rights, patent rights and rights to know-how.
- 1.8. **License:** the rights to use the Platform insofar granted by the Order Form and these Terms.
- 1.9. **Normal Business Hours:** 9.00 am to 5.00 pm CET/CEST time, during each Business Day.
- 1.10. **Order Form:** any ordering document indicating the fees for the License and/or Professional Services to be provided by Betty Blocks, constituting an Agreement by and between Betty Blocks and Client. Each Order Form will automatically incorporate these Terms.
- 1.11. **Platform:** Betty Blocks' online no-code platform (a Platform as a Service) which Client may use insofar Client has purchased a License.
- 1.12. **Professional Services:** services (to be) provided by Betty Blocks that can consist of anything other than the License. Professional Services are specified in a Statement of Work and are also subject to Module B of these Terms. Examples of Professional Services are consultancy, development services, implementation, etc.
- 1.13. **Service Level Agreement:** the service level agreement as agreed upon between the Parties containing the specific service levels, e.g., availability and/or response times.
- 1.14. **Sprint:** a sprint is a short, time-boxed period when a team of Betty Blocks works with the aim to complete an agreed upon set amount of work as mentioned in Module B of these Terms.
- 1.15. **Statement of Work:** the document wherein the Parties have specified (or shall specify) the Professional Services to be provided by Betty Blocks.
- 1.16. **Subscription Term:** this only applies in case of an Agreement for a License, in such case the Subscription Term is the Initial Term together with any subsequent Renewal Terms, as referred to in clause 3.
- 1.17. **Training:** (online) trainings, workshops, seminars, exams and/or continuous learning programs offered by Betty Blocks as mentioned in Module B of these Terms.
- 1.18. **User:** the User of the Platform who has been designated by Client (such as an employee or a student).
- 1.19. **Website:** <https://www.bettyblocks.com> including any and all subdomains and extensions.

## 2. ORDER FORMS

- 2.1. The Parties shall conclude Order Forms on the basis of which Betty Blocks shall provide certain Licenses and/or Professional Services to the Client. The Order Forms are inextricably linked to and are supplemented by the provisions in these Terms. Signed Order Forms shall only create obligations for the Betty Blocks entity signing the Order Form. For the avoidance of doubt, Betty Blocks entities that have not signed an Order Form are not jointly or severally liable for any acts and omissions of the Betty Blocks entity that signed the Order Form. Any other (general) terms and conditions of Client shall expressly not be applicable.
- 2.2. The following order of priority shall apply in the event of inconsistencies between the applicable documents:

- i) the Order Form;
- ii) the Statement of Work (if any);
- iii) these Terms;
- iv) a Data Processing Agreement;
- v) a Service Level Agreement;
- vi) any other annexes, in numerical order.

- 2.3. If Client wishes to purchase additional Licenses or Professional Services, Client shall notify Betty Blocks in writing. Betty Blocks shall evaluate such requests for additional Licenses and/or Professional Services and respond to Client with approval or rejection of the request. Where Betty Blocks approves the request, Betty Blocks shall promptly provide the additional Licenses and/or Professional Services to Client. If Betty Blocks approves Client's request to purchase additional Licenses and/or Professional Services, Client shall pay to Betty Blocks the relevant fees for such additional Licenses and/or Professional Services in accordance with clause 9 and/or 17. The additional Licenses and/or Professional Services will be provided under these Terms and any other terms and conditions as specified in the Order Form and/or Statement of Work.

### **3. TERM AND TERMINATION**

- 3.1. The Subscription Term of an Agreement for a License shall commence from the date stated in the Order Form and for the period defined in the Order Form ("**Initial Term**"). If the Initial Term is not specified in the Order Form, the Initial Term for a License shall be deemed to have a duration of thirty-six (36) calendar months. The Agreement may not be terminated in the interim, unless the Parties mutually agree otherwise or as otherwise set forth in the Agreement.
- 3.2. Upon expiration of the Initial Term, the Subscription Term shall automatically renew for additional successive terms of the same duration as the Initial Term ("**Renewal Term**"), unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to the beginning of the Renewal Term. Such Renewal Terms shall be under the terms and conditions of the Agreement of the Initial Term, unless Betty Blocks has provided written notice to Client of any amended terms and conditions of the Agreement and/or a pricing increase at least ninety (90) calendar days prior to the beginning of the Renewal Term. In such event, the amended terms and conditions and/or the pricing increase shall apply to the Renewal Term.
- 3.3. Betty Blocks may immediately terminate the Agreement by written notice to Client, without the requirement for notice of default or judicial intervention:
- i) if Client has been granted suspension of payments, whether provisionally or not;
  - ii) if Client is declared bankrupt; or
  - iii) if Client's company is dissolved or terminated.

- 3.4. In the event of bankruptcy of Betty Blocks, Client may only terminate the Agreement if such bankruptcy has the effect that Client can no longer access and use the Platform, with the exception of temporary disruptions in accessing and using the Platform.
- 3.5. Thirty (30) Business Days after the termination or expiration of the Agreement, for whatever reason, Betty Blocks is entitled to delete or destroy all copies of Client Data, unless agreed otherwise in writing. During the thirty (30) Business Days, Client may request a copy of every MySQL database filled with Client Data. Betty Blocks will not charge any additional costs to Client in providing the copy.
- 3.6. The provisions of the Agreement which, by their nature and content, are intended, expressly or impliedly, to continue to have effect notwithstanding the completion, rescission, termination or expiration of the Agreement shall survive and continue to bind the Parties, and shall in any event include clauses 10, 11, 12, 13 and 16.

#### **4. LICENSE GRANT**

- 4.1. In consideration of the fees as specified in the Order Form and if and insofar agreed between the Parties in the Order Form, Betty Blocks grants Client a non-exclusive, non-transferable License for the use of the Platform for the duration of the Subscription Term and in accordance with the volumes (e.g., number of Users), storage capacities and/or other limitations specified in the Order Form ("**License Scope**"). The License shall become effective from the time of the conclusion of the Order Form, unless agreed otherwise. Client is not entitled to receive the source code of the Platform.
- 4.2. Notwithstanding anything stated to the contrary in the Agreement, Client is expressly not permitted:
  - i) to reverse-engineer the source code of the Platform or to decompile the Platform, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from;
  - ii) to make changes to or modify the Platform, unless such is allowed pursuant to a mandatory legal provision which may not be lawfully derogated from or with prior written approval of Betty Blocks;
  - iii) to remove or render illegible indications of Betty Blocks and/or its licensors as Party entitled to the Platform or parts thereof; or
  - iv) access all or any part of the Platform and Documentation in order to build a product or service which competes with the Platform.
- 4.3. Betty Blocks may disclose that Client is using the Platform and Betty Blocks may use Client's name, logo and use cases for promotional purposes, including but not limited to its Website.
- 4.4. In the event that Client exceeds or is likely to exceed the License Scope as specified in the Order Form, Betty Blocks is entitled to charge Client for any use beyond the agreed upon License Scope by charging Client the corresponding fees in accordance with the Betty Blocks price list, which fees will be added to the monthly payable fees. Betty Blocks will notify Client

if Client has exceeded or is likely to exceed the License Scope. In the event that the Order Form does not include a specific License Scope, then the use of the Platform must be fair compared to other clients of Betty Blocks of a similar size and paying similar fees.

- 4.5. The rights provided under this clause 4 are granted to Client only, and shall not be considered granted to any subsidiary or holding company of Client, unless expressly agreed otherwise.

## **5. OBLIGATIONS OF THE PARTIES**

- 5.1. Betty Blocks shall provide the License and/or Professional Services as specified in the Order Form and/or Statement of Work subject to these Terms and exercising reasonable skill and care. Betty Blocks shall use reasonable endeavors to meet any performance dates specified in a Statement of Work, but any such dates shall be estimates only and shall not be deemed to constitute deadlines. Client shall:

- i) provide all necessary co-operation in connection with the Agreement in a timely and efficient manner. In the event of any delays in Client's provision of such assistance as agreed by the Parties, Betty Blocks may adjust any agreed timetable or delivery schedule as reasonably necessary;
- ii) provide all necessary access to such information as may be required by Betty Blocks in order to properly provide (access to) the Platform and/or Professional Services, including but not limited to Client Data, security access information and configurations, and guarantees the accuracy, completeness and consistency of this information;
- iii) comply with all applicable laws and regulations with respect to its activities under the Agreement;
- iv) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Betty Blocks to perform its obligations under the Agreement; and
- v) ensure that its network and systems comply with the relevant specifications provided by Betty Blocks from time to time.

- 5.2. In developing Deliverables, Betty Blocks has the right to use third-party software and components, including opensource software. Client is responsible for ensuring proper compliance with the relevant third-party licenses when using the Deliverables.

- 5.3. In the event Client does not comply with its obligations under the Agreement, Betty Blocks shall, without prejudice to its other rights and remedies, in any event be entitled to suspend the execution of the Agreement, or to wholly or partially dissolve the Agreement. The foregoing shall also apply in the event of late payment by Client.

## **6. ACCEPTABLE USE OF THE PLATFORM**

- 6.1. Client shall not access, store, distribute or transmit any material during the course of its use of the Platform that:

- i) is libelous, defamatory, insulting, racist or discriminating, or incites hate;

- ii) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
  - iii) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unsolicited communications;
  - iv) contains hyperlinks, torrents or similar information of which Client is aware or should be aware that it refers to material that infringes third-party rights;
  - v) is otherwise illegal or causes damage or injury to any person or property.
- 6.2. Client will refrain from obstructing other clients or internet users or inflicting damage to the Platform or the applications that parties have built thereon. Client is prohibited from starting up processes or programs via the Platform or otherwise of which Client is aware or can reasonably assume that these will obstruct or inflict damage on Betty Blocks, other clients or Internet users.
- 6.3. Without the agreement of Betty Blocks, Client is prohibited from making available to third parties any user names and passwords made available by Betty Blocks. Betty Blocks is not liable for the consequences of the loss of user names and passwords.
- 6.4. Client will be responsible for the activities of anyone who Client allows to use the Platform. Client is also responsible for ensuring that its authorized Users comply with the Agreement with respect to the use of the Platform. Client shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Platform and, in the event of any such unauthorized access or use, promptly notify Betty Blocks.
- 6.5. Betty Blocks reserves the right (but has no obligation thereto), without liability or prejudice to its other rights to Client, to disable Client's and/or the authorized Users' access to the Platform if Client breaches the provisions of this clause 6.
- 6.6. Betty Blocks has a fair use policy in relation to accessing and using the Platform. For the purpose of this fair use policy, Client may not vary from the average in a disproportionate manner, having regard to the amount of CPU power, data storage and data traffic used by Client. In such an event, Betty Blocks is entitled to temporarily limit or restrict access to the Platform and/or require Client to purchase additional services, such as extra storage capacity.
- 6.7. Betty Blocks in its sole discretion may require users to accept and agree (via pop-up in the Platform or otherwise) to also comply with the obligations laid out in this clause 6. In this case such users shall interpret this clause 6 as follows: where '**Client**' is written, the word '**User**' shall be read.

## **7. AVAILABILITY, MAINTENANCE AND SUPPORT**

- 7.1. Betty Blocks will use reasonable endeavors to realize the uninterrupted availability of its systems, network and Platform, but offers no guarantees in this regard unless otherwise agreed by means of a Service Level Agreement. Betty Blocks also makes no promises or

guarantees as to security, availability and integrity of data transfers while making use of the Platform, unless it explicitly states otherwise.

- 7.2. Betty Blocks regularly carries out maintenance, adjustments or improvements of the systems, Platform, networks of parts thereof which could lead to unavailability of the Platform. Should maintenance, adjustments or improvements require a reduced or total unavailability of the Platform and/or Client's Applications thereon, then Betty Blocks will attempt to carry out such maintenance as much as possible outside Normal Business Hours or during non-Business Days and will endeavor to notify Client in advance of the scheduled maintenance. However, Betty Blocks is in no case liable to compensate any damage arising in connection with such maintenance. If Betty Blocks considers that there is a danger to the functioning of its systems, network or Platform, Betty Blocks will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger. Since the Platform is provided over the public internet, Client is itself responsible for acquiring appropriate internet access and suitable anti-virus protection and the like. Betty Blocks accepts no liability in this regard.
- 7.3. If Client makes use of services of third parties in connection with the Platform, such as Amazon Web Services or Microsoft Azure, Client shall make sure that Betty Blocks has access to the required accounts and settings in order for Betty Blocks to provide maintenance and support. Client acknowledges and agrees that without the foregoing access, Betty Blocks cannot provide maintenance and support.
- 7.4. Betty Blocks shall release updates to the Platform that address bugs or add new features. Betty Blocks shall make such updates available to Client as soon as practicable.
- 7.5. Betty Blocks shall provide Client with a reasonable level of information and support regarding the Platform. Such support shall be provided as a helpdesk for questions regarding the use of the Platform, reporting and resolving bugs in the Platform and/or where to find further information. Support does not include specific advice regarding Client's Applications and/or Configurations. Support also does not include building Client's Application. Betty Blocks, in its sole discretion, decides what is included with the provided support and when Client should purchase Professional Services with regards to the help Client requests.

## **8. CLIENT DATA**

- 8.1. Client shall own all right, title and interest in and to all Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data. Betty Blocks receives a limited license to Client Data for the purpose of providing (access to) the Platform and/or Professional Services, including any and all future aspects thereof.
- 8.2. To the extent that Client Data contain personal data within the meaning of the EU General Data Protection Regulation ("**GDPR**"), Betty Blocks acts as processor and Client as controller within the meaning of the GDPR. In this case the Parties will execute a Data Processing

Agreement as an annex to the Agreement which shall govern the processing of personal data. In the event Client is a processor, Betty Blocks shall be deemed a sub-processor.

- 8.3. Betty Blocks will make a back-up of Client Data every day. Each back-up remains available for a period of thirty (30) calendar days. The time at which the back-up will be created will be determined by Betty Blocks, unless expressly indicated to the contrary in the Agreement.
- 8.4. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for Betty Blocks to use reasonable commercial endeavors to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Betty Blocks. Betty Blocks shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Betty Blocks).

## **9. CHARGES AND PAYMENT**

- 9.1. Client shall pay the fees set out in the Order Form for the License and/or Professional Services. All fees are in Euros and exclusive of VAT.
- 9.2. Client shall provide its invoicing details (e.g., purchase order numbers) in a timely manner. Betty Blocks shall comply with reasonable invoicing requirements.
- 9.3. Payment can be made through direct debit collection or by transferring the amount to Betty Blocks' bank account, as specified in the Order Form. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.4. Each invoice is due and payable fourteen (14) days after the invoice date, unless the Agreement specifies otherwise. If Betty Blocks has not received payment within five (5) days after the due date, and without prejudice to any other rights and remedies of Betty Blocks:
  - i) Betty Blocks shall be under no obligation to provide (access to) the Platform and/or Professional Services while the invoice(s) concerned remain unpaid; and
  - ii) the statutory commercial interest, as referred to in Section 6:119a of the Dutch Civil Code, shall accrue on the outstanding amount. Furthermore, Client shall be obliged to pay all the judicial and extrajudicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies and the full amount of the remaining period of the Agreement is due and payable immediately to Betty Blocks.
- 9.5. Betty Blocks is authorized to increase its fees once per year on the basis of the CBS Consumer Price Index, or on the basis of any other changes in the market. In the event that a supplier of Betty Blocks increases its prices for a specific product or service, Betty Blocks is entitled to pass on this increase to Client. Client is not entitled to terminate the Agreement in relation to adjustments under this clause.
- 9.6. Betty Blocks is always authorized to require that Client provides sufficient security to ensure that it can comply with its payment obligations, for instance by requiring a bank guarantee



or surety or to demand payment of a deposit. The amount of this will be no higher than the amount payable by Client in six (6) months.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. Client acknowledges and agrees that Betty Blocks and/or its licensors own all Intellectual Property Rights in and to the Platform, the Deliverables and the Documentation, unless and to the extent expressly agreed otherwise by means of signed instrument. Client is not permitted to remove or alter any statement concerning copyright, trademarks, trade names or other Intellectual Property Rights from the Platform, the Deliverables and/or the Documentation. Client is not permitted to use or request domain names identical to or that confusingly correspond to any object that is subject to any Intellectual Property Right belonging to Betty Blocks and/or its licensors.
- 10.2. Betty Blocks acknowledges and agrees that all Intellectual Property Rights in and to the Application(s) and Configuration(s) created by Client are owned by Client and shall, notwithstanding the terms of the Agreement, remain vested in Client, provided that these rights accrue to Client by law. Unless otherwise expressly provided in the Agreement, Betty Blocks shall not acquire any Intellectual Property Rights in the Application(s) and Configuration(s) created by Client. Betty Blocks will treat the Application(s) and Configuration(s) as confidential Client information and will not make them available to third parties without Client's separate permission. However, Betty Blocks cannot rule out that another client may choose a similar configuration, as this is beyond Betty Blocks' control.

## **11. CONFIDENTIALITY**

- 11.1. A Party receiving confidential information from the other Party shall treat this as strictly confidential and use this solely in connection with its rights and obligations under the Agreement.
- 11.2. Confidential information includes all information of which it can be assumed from the context that the disclosing Party would deem this to be confidential or of which the receiving Party should reasonably have recognized its confidential nature from the content of the information. Confidential information also includes all information and data concerning or pertaining to the Agreement, the Platform, pricing, service levels, Client Data, and more generally data concerning business operations, marketing, research, development, inventions, know-how, samples, product and service specifications, software, business relations, irrespective of the form in which this has been recorded or is provided.
- 11.3. The obligation to treat certain information as confidential no longer applies if the receiving Party can prove that this information:
  - i) is or becomes publicly available through no act or omission of the receiving Party;
  - ii) was already in possession of the receiving Party prior to the date on which it was issued by the disclosing Party;

- iii) is available from a third party without this party being in default towards the disclosing Party arising from a confidentiality clause by distributing the information to the receiving Party; or
  - iv) was developed by the receiving party independently and without the use of the information of the disclosing Party.
- 11.4. Should a competent court or other government authority demand access to confidential information, the receiving Party is entitled to grant such access. However, to the extent permitted by applicable law, the receiving Party shall contact the disclosing Party prior to doing so, to enable the disclosing Party to take legal action against such access (e.g., an interim measure with a competent court). However, the receiving Party shall never be liable for granting access if legally obligated.
- 11.5. The provisions of this clause shall continue to be effective after the expiration or termination of the Agreement.

## **12. LIMITATION OF LIABILITY**

- 12.1. Betty Blocks' liability for loss and/or damages resulting from a failure in the performance of the Agreement, an unlawful act or otherwise, is limited to the amount that Client has paid under the Agreement during the three (3) months immediately preceding the breach or the act giving rise to liability (exclusive of VAT) but shall in any event not exceed the amount of EUR 25.000 on an annual basis.
- 12.2. Betty Blocks is only liable for direct loss and/or damage arising from an attributable failure in the performance of the Agreement. Direct loss and/or damage is solely understood to mean any and all loss and/or damage consisting of:
- i) the damage caused directly to tangible objects ("property damage");
  - ii) reasonable and demonstrable costs Client has had to incur in demanding that Betty Blocks properly performs the Agreement, unless the defective performance is not attributable to Betty Blocks;
  - iii) reasonable costs to determine the cause and the extent of the direct loss and/or damage;
  - iv) reasonable and demonstrable costs incurred by Client to prevent or limit the direct loss and/or damage, insofar as Client can demonstrate that such costs have resulted in limitation of the direct loss and/or damage;
  - v) reasonable and demonstrable costs for having the Agreement fulfilled by a third party, where Betty Blocks, after receiving notice from Client, fails to ensure proper performance within the reasonable term stipulated in the notice.
- 12.3. Any limitation or exclusion of liability stipulated in these Terms shall not apply in the event that the loss and/or damage is attributable to (1) willful misconduct or deliberate recklessness of Betty Blocks' management, (2) death or bodily injury, or (3) any other matter for which it is unlawful to limit or exclude liability.

- 12.4. Unless performance by Betty Blocks is permanently impossible, Betty Blocks shall only be liable due to an attributable failure in the performance of a contract if Client declares Betty Blocks to be in default in writing without delay and grants Betty Blocks a reasonable term to remedy the breach, and Betty Blocks culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Betty Blocks the opportunity to respond adequately.
- 12.5. Any right to claim compensation is at all times subject to the condition that Client notifies Betty Blocks of the loss and/or damage in writing within no more than thirty (30) days of its discovery.
- 12.6. Client shall indemnify, defend and hold harmless Betty Blocks and its officers, agents and employees, from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys' fees and costs) incurred by Betty Blocks and arising out of or in connection with Client's use of the Platform, the Deliverables, the Documentation and/or Client's breach of the terms and conditions of the Agreement.

### **13. FORCE MAJEURE**

- 13.1. Neither Party will be bound to comply with any obligation if the Party is prevented from doing so as a result of force majeure. Force majeure includes in particular but is not limited to domestic disturbances, mobilization, war, transportation blocks, strikes, epidemics, pandemics, network attacks such as SYN (synchronous) floods or (distributed) denial of service attacks, business interruptions, supply stagnation, fires, floods, import and export obstructions, internet failures and in the event Betty Blocks' suppliers prevent Betty Blocks from complying with its obligations under the Agreement.
- 13.2. In case of force majeure, the affected Party will use its best efforts to find a suitable remedy or alternative source to overcome said force majeure.
- 13.3. Each Party has the right to suspend compliance with its obligations under the Agreement during the period of force majeure. If this period exceeds sixty (60) days, each Party will have the right to terminate the Agreement without being obliged to pay compensation to the other Party.

### **14. STAFF**

- 14.1. Client is not permitted to employ Betty Blocks employees or to allow such employees to work for Client in any other manner, either directly or indirectly, without Betty Blocks' prior permission in writing for as long as the relationship between Client and Betty Blocks continues plus one year after the relationship has ended. In this connection, Betty Blocks employees are considered to mean persons employed by Betty Blocks or by one of its affiliates, or those who were employed by Betty Blocks or by one of its affiliates within the previous twelve (12) months. If Client breaches this clause, client must indemnify Betty

Blocks by providing compensation equal to an amount of one (1) year salary of said Betty Blocks' employee.

## **15. AMENDMENTS AND SEVERABILITY**

- 15.1. Betty Blocks reserves the right to change or supplement these applicable Terms at any time. In the event Betty Blocks wishes to change these Terms, Betty Blocks shall notify Client in writing by giving 30 days' notice. During that time, Client will have the opportunity to object in writing to the changes. If Client objects to the changes, then the Parties will discuss the changes and next steps in good faith. If Client does not object to the changes within the given timeframe, then the changes will take effect and the changed or supplemented Terms will govern the Agreement. Client is not entitled to terminate the Agreement if and insofar the amendment is necessary because of (changing) legislation or if it concerns a change of minor importance.
- 15.2. If any provision, or part of a provision, of the Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision or part-provision shall be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of the provisions of the Agreement shall not be affected, unless otherwise required by operation of applicable law.
- 15.3. The Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

## **16. MISCELLANEOUS TERMS**

- 16.1. The Agreement is governed exclusively by Dutch law.
- 16.2. Any disputes between the Parties that cannot be settled amicably will be submitted to the court of Amsterdam.
- 16.3. The version of any communication of information as recorded by Betty Blocks shall be deemed to be authentic and conclusive, unless Client supplies proof to the contrary.
- 16.4. Where the Agreement refers to "written" or "in writing", this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.
- 16.5. Client will not be authorized to transfer the Agreement and all its rights and obligations arising therefrom to a third party (including but not limited to its affiliates) without the express prior written consent of Betty Blocks. Betty Blocks will not be authorized to assign, novate or otherwise transfer the Agreement and all its rights and obligations arising therefrom without Client's prior written consent, unless such occurs within the Betty Blocks group of undertakings or for purposes of corporate financing, provided however that Client may still access and use the Platform.

## MODULE B – PROFESSIONAL SERVICES

This Module B applies in addition to Module A in case Betty Blocks provides Professional Services to Client.

### **17. TERM, PAYMENT AND LOCATION**

- 17.1. The term of an Agreement for Professional Services shall commence from the date stated in the Order Form and for the period defined in the Order Form. If such period is not specified in the Order Form, then the duration of such Agreement shall be twelve (12) calendar months.
- 17.2. Upon expiration of the aforementioned duration, the term of the Agreement for Professional Services shall automatically renew for additional successive terms of the same duration as the initial term, unless either Party gives the other Party written notice of non-renewal at least sixty (60) calendar days prior to the beginning of such renewal. The same terms and conditions of the initial Agreement for Professional Services remain applicable, unless Betty Blocks has provided written notice to Client of any amended terms and conditions of the Agreement and/or a pricing increase at least ninety (90) calendar days prior to the renewal. In such event, the amended terms and conditions and/or the pricing increase shall apply from the moment the Agreement is renewed.
- 17.3. Unless otherwise agreed upon, Betty Blocks will send Client an invoice for hours worked on providing Professional Services at the end of each calendar month. Except as expressly indicated to the contrary in the Agreement, fees for Professional Services shall be provided on a time and materials basis at Betty Blocks' then current professional services rates and shall be invoiced at the end of the calendar month of their performance. The hours shall be accounted for according to Betty Blocks' timesheets
- 17.4. If Client has purchased a set of (prepaid) hours to use on an on-call basis for Betty Block's Professional Services, then hours worked by Betty Blocks will be deducted from Client's usable hours. Unless otherwise agreed upon: (i) a purchased set of (prepaid) hours for consultancy services shall automatically expire after three months, and (ii) a purchased set of (prepaid) hours for development services shall automatically expire after twelve months.
- 17.5. Even if the Client uses its own time registration systems, the hours booked in Betty Block's time registration system will be invoiced and will be leading. At the Client's request, Betty Blocks shall provide an overview of the timesheets.
- 17.6. Unless otherwise agreed upon, Betty Blocks will be performing any services remotely. If Parties agree that certain work needs to be performed at Client's location, then Betty Blocks may charge reasonable travel expenses and Client is responsible for a safe working environment for Betty Blocks' employees as required by applicable law.

## **18. CONSULTANCY**

- 18.1. Parties may agree that Betty Blocks will provide certain consultancy services to Client. Parties will specify such Professional Services in a Statement of Work. Betty Blocks will provide the agreed upon Professional Services with due care and skill. However, Client acknowledges that the quality of any consultancy services depends to a great extent on the information and guidance provided by the Client. Betty Blocks is in no way responsible or obliged to check the information provided by the Client.
- 18.2. Betty Blocks will use commercially reasonable efforts to ensure that the agreed upon consultant is available for Client to provide Professional Services on the agreed upon time slots. In this respect, the consultant may be unavailable at certain times due to a business activity of Betty Blocks, training or other reasons.
- 18.3. Betty Blocks is entitled to replace a consultant at any time with another consultant who has comparable knowledge and experience. Should Client be unsatisfied with the consultant of Betty Blocks, then Client may request a replacement consultant and Betty Blocks will use commercially reasonable efforts to replace the consultant. The aforementioned does not entitle Client to terminate the Agreement.
- 18.4. If the Parties have agreed on a fixed or minimum number of consultancy hours, the Client will continue to owe fees for the agreed upon hours, even if the Client (temporarily) has less work for the consultant to perform and/or even when the consultant cannot effectively perform Professional Services because of issues on Client's side (malfunctioning systems, etc.). If a consultant works on an on-call basis, Betty Blocks shall be entitled to charge for at least one working hour per call.
- 18.5. Unless otherwise agreed upon, the Client remains responsible for quality control. Client must review and test the work performed by the consultant.

## **19. DEVELOPMENT AND SPRINTS**

- 19.1. If Parties have agreed in a Statement of Work that Betty Blocks will provide any development services, project management services and/or similar services, then (unless otherwise agreed upon) such services will be performed in Sprints. Prior to each Sprint, the Parties establish an objectively measurable Deliverable (e.g., a functionality) to be developed during the Sprint.
- 19.2. Unless otherwise agreed upon, the Parties will lay down such Deliverable and other terms of one or multiple Sprints in a Statement of Work and/or development support systems of Betty Blocks. Only the Deliverable agreed upon in writing for each Sprint falls within the scope of that Sprint. Everything else is out of scope, there are no such things as 'unreported' and/or 'implicit' wishes or results that apply for a Sprint. The same applies to general reports of meetings, lists with Client's wishes and/or other such documents. Everything in such documents is out of scope, unless Parties have agreed upon in a Statement of Work that certain specific results shall be developed in a Sprint.

- 19.3. Client acknowledges that needed development hours communicated by Betty Blocks to Client are merely estimates and the actual number of hours may differ from the estimates, unless expressly indicated to the contrary. No rights can be derived from such estimations.
- 19.4. At the end of each Sprint, Betty Blocks will share the Deliverable with the Client. Client will then test the developed functionality within 7 days in accordance with the test script provided by Betty Blocks. The result of the test is either a 'pass', meaning that the Deliverable objectively complies with what was agreed upon, or a 'fail', meaning the Deliverable objectively does not comply with what was agreed upon. Any subjective aspects of the Deliverable are never a reason for a 'fail'.
- 19.5. If the Deliverable objectively does not comply with the Statement of Work, then Betty Blocks will use its best efforts to fix this Deliverable. In other cases, e.g., when Client has subjective reasons not to agree with the result, new Sprints must be purchased by Client to develop the desired result. Additional Sprints must also be purchased when the estimated hours were not enough to develop the agreed upon Deliverable.

## **20. ACCEPTANCE TESTING BY CLIENT**

- 20.1. The provisions of the clauses 20.2 up to and including 20.6 only apply if it has been agreed in a Statement of Work that Betty Blocks will perform Professional Services consisting of software development, and only to the extent that Parties have agreed in such Statement of Work that Client shall perform acceptance testing of core functionalities. If acceptance testing has not been agreed, Client shall accept the Deliverable in the state that it is in when delivered (on an "as is" and "as available" basis), therefore including all visible and invisible errors and defects.
- 20.2. Prior to the delivery of each Deliverable, Client will be able to test such Deliverable in a testing environment. Betty Blocks will provide Client access to this testing environment by sending a location (URL) and, if necessary, login details. Access to the testing environment is strictly tied to Client. Client is not allowed to gain third parties access to this testing environment by sending the location (URL) and/or the login details to any third party, unless expressly indicated to the contrary in the Agreement. Client is aware that the testing environment is not suitable for production purposes, in whatever form. Client is not allowed to use the testing environment for such purposes. Betty Blocks gives no guarantees regarding the availability, completeness and correct operation of the testing environment. Betty Blocks, however, is aware that the availability of the testing environment is necessary for delivery of the Deliverables. Therefore, Betty Blocks will endeavor to keep the testing environment available.
- 20.3. After the Deliverable has been tested, Betty Blocks will deliver the Deliverable when, in Betty Blocks' professional opinion, the Deliverable substantially satisfies the applicable functional or technical requirements.

- 20.4. Client must, within seven (7) days after delivery, evaluate the Deliverable and either approve or reject it. The Deliverable will be deemed accepted if:
- i) Client approves the Deliverable (in writing or digitally);
  - ii) Client commences operational use of the Deliverable, including but not limited to transferring the Deliverable to a production environment; or
  - iii) Client does not reject the Deliverable and/or has not requested a revision round within the aforesaid period.
- 20.5. If Client wholly or partly rejects the Deliverable, Betty Blocks will use commercially reasonable endeavors to remove the reasons for rejection in a timely manner. Betty Blocks can achieve this by either revising the Deliverable in a next Sprint, by refuting the reasons which form the basis of the rejection or by providing temporary solutions, such as program bypasses. Client may not refuse to accept a Deliverable because of the existence of minor errors (it being understood as errors that do not reasonably prevent the operational use of the Deliverable). Additionally, the Deliverable may not be rejected because of aspects that can only be assessed subjectively, including but not limited to aesthetic aspects of interfaces.
- 20.6. In case of a valid rejection in accordance with the previous paragraph, Betty Blocks may revise the Deliverable in an upcoming sprint and resubmit the (rejected part of the) Deliverable for acceptance. In case of such resubmission Client shall test whether the initially given reason for rejection has been resolved. If the reason for rejection has been resolved, the Deliverable is deemed to be accepted.
- 20.7. Should any Deliverable fail to satisfy the applicable functional or technical requirements after the third resubmission of such Deliverable to Client, the Parties both agree to confer to engage in good faith discussions to resolve the matter. Not satisfying the acceptance testing does, however, not entitle Client to terminate or (partially) dissolve the Agreement. Client is only entitled to terminate after Betty Blocks remains in default and solely following the expiry of a reasonable term for performing the Agreement as set out in a notice of default in writing.

## **21. ADDITIONAL WORK**

- 21.1. In the event of Betty Blocks performing Professional Services, or providing other services at Client's request, which go beyond the scope of the agreed upon Professional Services in the relevant Statement of Work, Client shall pay for such services retrospectively on a time and materials basis at Betty Blocks' then current Professional Services rates. However, Betty Blocks will under no circumstances be obliged to comply with such a request and can require that a separate Agreement is entered into for that purpose.
- 21.2. Client accepts that the Professional Services as referred to in clause 21.1 can affect the agreed or anticipated time of completion of the Professional Services, as well as the Parties' mutual responsibilities under the Agreement. Betty Blocks may adjust any agreed timetable or delivery schedule as reasonably necessary. The need for or occurrence of additional work



during the performance of the Agreement never constitutes a reason for Client to give notice of termination or to (partially) dissolve the Agreement. To the extent a fixed price is agreed for the provision of the Professional Services, Betty Blocks will, upon request, inform Client in writing of the financial consequences of the additional work.

## **22. DOMAIN NAMES AND IP ADDRESSES**

- 22.1. If the Professional Service consists, in full or in part, of Betty Blocks intermediating on behalf of Client for the acquisition of a domain name and/or IP address, the provisions in this clause also apply.
- 22.2. Client must pay all costs associated with the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, Betty Blocks' usual rates.
- 22.3. Application for, assignation of and the possible use of a domain name and/or IP address depend on and are subject to the applicable rules and regulations of the registration authorities concerned, including the Foundation for Internet Domain Registration in the Netherlands (Stichting Internet Domeinregistratie Nederland, SIDN) and European IP Networks (Réseaux IP Européens, RIPE). The authority concerned will decide on the assignation of any domain names and/or IP address. Betty Blocks only plays a mediatory role in the application process and cannot guarantee that any application will be accepted.
- 22.4. Client is informed exclusively of registration by the e-mail confirmation from Betty Blocks, which states that the requested domain name has been registered. An invoice for the costs of registration is not a confirmation of registration.
- 22.5. Client indemnifies Betty Blocks against any and all losses connected with (the use of) a domain name on behalf of or by Client.
- 22.6. Betty Blocks is not liable for the loss by Client of its right(s) to a domain name or for the fact that the domain name has been requested by and/or assigned to a third party in the interim, except in the case of willful misconduct or deliberate recklessness on the part of Betty Blocks' management.
- 22.7. If Betty Blocks registers a domain name on Client's behalf, Betty Blocks will honor requests from Client with respect to moving, transferring or terminating this domain name.
- 22.8. Client is obliged to observe the rules that the registration authorities set for the application for and for the assignation and use of a domain name and/or the IP address.
- 22.9. Betty Blocks is entitled to render the domain name and/or IP address inaccessible or unusable or to transfer or arrange the transfer of the domain name and/or IP address to its own name if Client remains in default in performing the Agreement, which action will however last solely for the period that Client remains in default and solely following the expiry of a reasonable term for performing the Agreement as set out in a notice of default in writing.
- 22.10. In the event of the dissolution of the Agreement owing to breach of contract on the part of Client, Betty Blocks is entitled to revoke the domain name and/or IP address.

## **23. SSL/TLS CERTIFICATE**

- 23.1. If the Professional Service consists, in full or in part, of Betty Blocks intermediating on behalf of Client for the acquisition of one or more SSL / TLS certificates, the provisions in this clause also apply.
- 23.2. The application and allocation procedure for SSL certificates is subject to the rules and procedures of the certificate authority issuing the SSL / TLS certificate. The relevant certificate authority decides on the granting of the SSL / TLS certificate and will carry out the necessary checks for this purpose. Betty Blocks only fulfils an intermediary role in the application procedure and does not guarantee that an application will be honored.
- 23.3. The SSL / TLS certificate is valid for the agreed upon period, unless it is withdrawn prematurely. Betty Blocks and the relevant supplier can withdraw the SSL / TLS certificate immediately if:
  - i) it appears that the Client has provided incorrect information for the purpose of obtaining the SSL / TLS certificate; or
  - ii) the reliability of the SSL / TLS certificate, in the opinion of Betty Blocks and/or the supplier, has been compromised.
- 23.4. Betty Blocks has the right to withdraw the SSL / TLS certificate if Client fails to fulfil its obligations under the Agreement and does not remedy this default within fourteen (14) days after notice of default.
- 23.5. Client must comply with all laws and regulations and all conditions set by the certificate authority when using the SSL / TLS certificate.
- 23.6. If the SSL / TLS certificate is withdrawn, the Client will not be entitled to a replacement SSL / TLS certificate or refund of (part of) the fees for the SSL / TLS certificate, unless the withdrawal is due to attributable failure of Betty Blocks. In such a case, Betty Blocks will supply a new SSL / TLS certificate for replacement for the remaining period of the original SSL / TLS certificate.
- 23.7. Betty Blocks may inform Client before the SSL / TLS certificate expires and will have to be renewed. However, it always remains the Client's own responsibility to timely renew SSL / TLS certificates.

## **24. HOSTING AND RELATED SERVICES**

- 24.1. If the Professional Service consists, in full or in part, of services regarding the storage of material and/or the transfer or provision of material to third parties, such as in the case of hosting the software, e-mail services developed by Betty Blocks for Client, the provisions of this clause also apply.
- 24.2. If Betty Blocks is informed by a third party of unlawful information on its servers, Betty Blocks is entitled to remove the material or render it inaccessible.
- 24.3. Betty Blocks is authorized at all times to report any criminal acts that are discovered and will cooperate with duly authorized orders and commands. In addition, Betty Blocks is authorized

to provide the name, address, IP address and other data identifying Client and/or a User to a third party who has complained that Client and/or a User has violated its rights or the provisions of the Agreement, provided that:

- i) it is sufficiently plausible that the information, on its own, is unlawful and harmful with regard to the third party;
- ii) the third party has a genuine interest in obtaining the data;
- iii) it is plausible that, in the specific case, there is no less far-reaching measure to obtain the data; and
- iv) examining the interests involved entails that the third party's interest should prevail.

- 24.4. In the event the information concerns information that constitutes a criminal offence, Betty Blocks is entitled to report this information to the police. Betty Blocks may in this case submit all information on Client and the information concerned to the competent authorities and perform all other acts that these authorities request Betty Blocks to perform as part of the criminal investigation.
- 24.5. Client indemnifies Betty Blocks against all legal claims with respect to data, information, websites, etc. that have been stored by Client or its Users. In this regard, Betty Blocks is not liable for any damage or loss suffered by Client caused by any action taken by Betty Blocks following a report from a third party, even if the report turns out to be incorrect and the information is not breaching applicable law.
- 24.6. Betty Blocks may impose a maximum limit on the amount of storage space or data traffic Client may use each month within the framework of the hosting and related services. In the event this maximum is exceeded, Betty Blocks is authorized to charge an additional amount in accordance with the amounts charged for additional storage space or data traffic as specified in the Agreement. The hosting and related services may also be blocked if Betty Blocks is of the opinion that the capacity of the server/servers used by Client is disproportionate. Betty Blocks accepts no liability for the consequences of not sending, receiving, storing or modifying data if the limit for storage space, capacity or data traffic has been reached.
- 24.7. Client hereby grants Betty Blocks an unlimited license to distribute, store, forward or copy all materials supplied by Client on Betty Blocks' systems, in a manner deemed appropriate by Betty Blocks, but solely to the extent this is reasonably required for the purpose of Betty Blocks' fulfilment of the Agreement.
- 24.8. Client bears responsibility for its Users. Any damage or loss caused by a User will be recovered from Client.
- 24.9. Client itself is responsible for hardware and software that is operated at its own location or at locations outside Betty Blocks' control. Betty Blocks cannot provide any guarantee whatsoever regarding such hardware and software.

## **25. TRAINING**

- 25.1. The provisions of this clause apply in the event Betty Blocks provides Training to or on behalf of Client.
- 25.2. The content of the Training is composed by Betty Blocks to the best of its ability and exercising reasonable skill and care. Unless otherwise agreed upon, Betty Blocks will be entirely free to determine the contents of any Training and the relevant materials it provides to Client. Unless otherwise agreed upon, any Training contents shall be deemed general information and not specific (technical) advice for Client or Client's Applications and/or Configurations.
- 25.3. Client acknowledges that the Platform is being maintained and periodically updated by Betty Blocks. Therefore, Betty Blocks shall use reasonable care to make sure that the contents of a Training are mostly in line with the latest version of the Platform. However, the contents of a Training may not be fully in alignment with the latest version of the Platform. Unless otherwise agreed upon, any (exam) certifications given out by Betty Blocks remain valid for one year.
- 25.4. Client agrees to act in a responsible manner and shall abide by the rules and regulations that govern the location where the Training is provided. Client must bring its own electronic appliances required for the Training, e.g., laptop.
- 25.5. The fees for a Training are specified in an Order Form or in an online environment of Betty Blocks. Unless otherwise agreed upon, additional costs and expenses (such as expenses for accommodation, transportation, food and/or drinks) are not included in the fee for the Training. Client acknowledges that certain Trainings (especially exams) can be purchased through an online environment of Betty Blocks. Client hereby acknowledges and agrees that any personnel of Client purchasing such Trainings are authorized by Client for such purchase and Client hereby agrees to pay Betty Blocks for such purchased Trainings.
- 25.6. Betty Blocks is authorized to exclude Client from participation in a Training if the outstanding amounts are not received by Betty Blocks before the start of the Training.
- 25.7. Client is entitled to cancel or reschedule a Training up to fourteen (14) calendar days before the (first) day of the Training. In the event of cancellation up to fourteen (14) calendar days before the (first) day of the Training, Betty Blocks will refund the corresponding fees. If a Training takes place in a certain location, then Betty Blocks is entitled to change the location of the Training. Betty Blocks will timely inform Client of any changes.
- 25.8. Client acknowledges that the Training materials that are used and/or presented during the Training are the Intellectual Property of Betty Blocks and/or its licensors. Client agrees to respect those Intellectual Property Rights of Betty Blocks. Unless otherwise agreed upon, Client is not authorized to: (i) copy, modify, sub-license, sell, decompile, reverse engineer or distribute the Training materials; (ii) record the Training on video or audio tape or by other means; or (iii) remove any copyright or other notice of Betty Blocks and/or its licensors from the course materials.