

The Doy Sales Contract, consisting of these General Terms and Conditions, Service Level Agreement and the Policies, shall apply to all Services, Software including SaaS services, Tests, Trial Periods and any other contracts and/or legal business relationships between Doy and the Customer. The applicable version of the binding Doy Sales Contract is available and can be downloaded from the Doy's website at: www.doysoftware.com.

To enter into a binding agreement in order to accept the Sales Contract, a Customer must have an incorporated and registered company. The Customer needs to accept the Doy Sales Contract by checking a checkbox or clicking on a button indicating your acceptance of the Sales Contract or by actually using the Services or any Software.

Doy expressly rejects the applicability of Customer's or third party terms and conditions.

1. DEFINITIONS

The Doy Sales Contract (also "Contract") consisting of the General Terms and Conditions, the Service Level Agreement, and the Policies, the following words and expressions have the following meanings:

Affiliate means, with regard to any entity, any other entity that (directly or indirectly) Controls, is controlled by, or is under common Control with such entity.

API means the application programming interface (or similar technology), through which Customer can access or communicate with Doy and/or Doy's Software and Services.

Beta means a production ready Service or Software delivered by Doy without any Service Levels and/or other liabilities, commitments of Doy being applicable. All Services provided in Beta are provided "as-is" and "as available" without any warranty of any kind. Such Test or Beta Test is offered and performed in order to verify and measure the proper performance of the Service and/or Software to certain Customers at Doy's sole discretion.

Business Day means Mondays to Fridays, with the exception of official public holidays in The Netherlands.

Business Hours means the period between 09.00 hours and 18.00 hours on a Business Day.

Confidential Information means all information not publicly known used in or otherwise relating to the Contract, the business or affairs of a Party or an Affiliate of such Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the Contract Start Date.

Contract means an order confirmation notification from Doy to Customer made via email, through the Customer Account or otherwise, to notify Customer that Customer's Order, or Sales Contract modification request issued by the Customer under Clause 5.1 has been formally accepted by Doy and is thereby formally a Sales Contract.

Contract Start Date means the date on which the Sales Contract becomes effective and the Contract Term commences.

Contract End Date means the agreed last date of the Contract Term, including any tacit renewals.

Contract Extension Date means the date on which the Sales Contract renews and a new Contract Term commences by means of tacit renewal with an equivalent Contract Term, unless cancelled in accordance with Clause 20.

Contract Term means the period for which the Sales Contract has been entered into as specified in the Order and confirmed in the Contract that shall be automatically renewed by means of tacit renewal unless cancelled in accordance with Clause 20, starting on the Sales Contract Start Date and ending on the Contract End Date.

CPI means the Consumer Price Index, which is the official measure of inflation of B2B prices of the Netherlands.

Customer means any business entity or an internet professional (*therefore not including any private individual who is using the Service(s) for pure family use and/or acting outside of trade, business, craft, its professional capacity as considered a consumer under applicable law*) providing its professional details in the Customer Account.

Customer Account means registration for the use of the Doy Software and Services via a dedicated customer portal.

Data Act means the Regulation (EU) 2023/2854 of the European Parliament and the Council on harmonized rules on fair access to and use of data.

Data Retrieval Period means the minimal data retrieval period of thirty (30) calendar days starting after the Transitional Period to enable the Customer for its timely transfer or erasure of its Customer exportable data and digital assets, in accordance with Clause 22.2 of the General Terms and Conditions. For the avoidance of doubt, the Sales Contract will terminate after the Data Retrieval Period.

Disclosing Party means the Party that discloses Confidential Information to the Receiving Party, as referred to in Clause 24.

Discount means deduction of Fees for the percentage, amount and/or specific period during the Contract Term as specified by Doy in the Contract or the order confirmation. Doy may grant Customer a Discount on the Service Fees, in case of pre-payment based on the Customer chosen Billing Cycle.

Dispute means any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to these General Terms and Conditions, Policies or the Sales Contract or the performance hereunder, or to the threatened, alleged or actual breach thereof including early termination of the Sales Contract ("**Customer Breach**").

Doy Software in relation to Service(s) and/or software provided to Customer it means Doy Software B.V., a private company with limited liability, incorporated under the laws of The Netherlands, with its registered office at W.M. Dudokstraat 4, 1333 LR, Almere under business registration number 99965747, The Netherlands.

Early Termination Fees shall mean the Fees Customer needs to pay in cases indicated in Clause 22.6 and 22.7 of the General Terms and Conditions. This covers (i) the entire amount of all outstanding Fees, and (ii) any other Fees including early termination fees and/or penalties as referred to in the Data Act imposed by Doy onto the Customer, for which Customer needs to pay from the termination date up to the Contract End Date, also referred to as remaining total contract value.

Emergency means any situation which poses an immediate and material risk to: (i) a person or persons in connection with the Services; (ii) the provision of one or more of the Services; (iii) the Software; and/or (iv) the provision of Services by Doy to other customers.

End User means any client of Customer or other user of Customer's services, as well as any other person or (legal) entity who obtains access to Services and software via Customer.

Estimated Delivery Time means the timeframe specified in the Order, which will vary from the Contract Start Date and/or Delivery Date subject to the confirmation of Doy.

Fees means the Platform Fees, User fees, Add-on Fees, surcharges, Services Fees, costs, prices and expenses payable under the Sales Contract by Customer to Doy for the provision of Services and the same arising out of Customer's use of the Services and Software, including recurring and non-recurring Fees, set out in the Contract.

Force Majeure means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than the Customer's payment and financial obligations during the applicable Term) under the Sales Contract, including but not limited to: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; strikes or other labour unrest; fires; floods; earthquakes; storms; lightning; restrictions related to an outbreak of disease (such as formally by local

government and/or medical authorities established viruses; pandemics); epidemics; shortage of materials; unavailability or delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; Software failures; lack of or delay in transportation; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; acts or omissions of vendors or suppliers; changes in law or government policy; and other unforeseeable circumstances, provided however that the Customer has no right to refer to Force Majeure for any event that:

(i) the Customer could have reasonably known or been aware of prior to entering into a Sales Contract and could have been prevented by Customer's reasonable precautions or workarounds, or (ii) any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors.

GDPR means Regulation 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Intellectual Property Rights means the source code of the Software, and Services, any patent, (software) copyright, trademark, trade name, business names and designations, service mark, moral right, database right, trade secret, knowhow and any and all other intellectual property rights whether registered or not or capable of registration and whether subsisting in the country of Doy's principal place of business or any other part of the world together with any and all goodwill relating thereto.

Maintenance means maintenance, repairs, modifications or upgrades performed by Doy from time to time.

Maintenance Window means the timeframe in which Doy schedules the performance of Maintenance. Unless specifically agreed otherwise in writing by the Parties, the Maintenance Window is every day, between the hours of 20:00 until 08:00 CET, whereby Doy will preferably schedule Maintenance during the weekend between the hours of 01:00 until 06:00 CET.

Monthly Recurring Fee means the fixed recurring Service Fee, Platform Fees, User Fees, Add-n Fees invoiced by Doy to Customer on a monthly basis for the applicable Service (as set forth in the Contract).

Order means the Customer request submitted to Doy for certain Services or software by means of the Doy website, Customer Account or by means of the Quotation signed for acceptance by the Customer, both pending and subject to Doy acceptance for order confirmation.

Parties means Doy and Customer, each a "Party".

Payment Services Provider means a third party professional financial intermediary that facilitates payments from Customer to Doy including credit card companies, banks and online platforms.

Payment Term means the invoices sent by Doy to Customer are payable by Customer to Doy within fourteen (14) days from the invoice date.

Personal Data as defined in the GDPR.

Policies means the Sales Contract including policies and guidelines applied by Doy in its relationship with Customer.

Quotation means the document, in standard Doy layout, in which Doy has listed which Services and/or Software will be offered by Doy to Customer, including the Fees, the Estimated Delivery Time, and relevant Sales Contract Terms and Conditions including Billing Cycle, Contract Term, Contract Start Date, Payment Term, pre-payment, direct debit for acceptance by the Customer, and any prevailing Special Conditions if offered by Doy.

Receiving Party means the Party that receives or is granted access to Confidential Information by the Disclosing Party, as referred to in Clause 24.

Sales Contract means the Order, including the General Terms and Conditions, the Policies, the Service Level Agreement and all other document thereto if any more, pursuant to which Doy shall provide certain Services to Customer.

Sales Terms and Conditions means these General Terms and Conditions, including the preamble preceding Clause 1.

Service Credits means a credit, calculated in accordance with the Service Level Agreement, applied to Customer's account, and to be used as credit against future invoices.

Service Disruption means an Incident in the provision of one or more Services by Doy to Customer; provided that it is not the result of an Excluded Event (as defined in the Service Level Agreement).

Service Levels means the performance metrics with respect to the Services, as set forth in the Contract and the Service Level Agreement. Doy Services do not qualify as any manufactured "products" under any regulation, and qualify as "intermediary services" under EU Regulation.

Service(s) means the services and software provided by Doy to Customer, as selected and ordered by the Customer and such Services agreed per Sales Contract and specified in the Contract. In case Doy refers to products in its marketing, website and commercial communication where products are mentioned, such products referred to in this way qualify and make part of the Services and cannot be considered "products" governed by laws and regulations on products, unless Doy specifically defines otherwise. In case Doy refers certain Software IT-Services and system tangible deliverables as product to be defined as product subject to laws and regulations applicable to products, it will be specifically clarified by Doy.

Service Level Agreement means in which Doy has specified the available Service Levels, which document may be amended from time to time.

Test means a trial or test performed in order to verify and ensure the proper performance of the Service thereof.

Trial Period means any free of charge (No Fees, 100% Discount) use of the Service for the limited duration as specified in the Contract or confirmed in the order confirmation, subject to Clause 4.5 including Customer verification. The free of charge use of the Service during Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by Doy, as confirmed in the Contract or the order confirmation by Doy. The Contract Term starts the day after the Trial Period. The Trial Period will expire at the end of the Trial Period in case the Customer cancels the Service during the Trial Period via the Customer Account, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Account no later than 23.00 hours CET.

Website means the Doy website www.doysoftware.com, subject to the website Terms of Use.

2. SALES CONTRACT STRUCTURE

2.1 In general, the Doy's Sales Contract will consist of the following documents, whereby in the event of any inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the documents listed later, in descending Sales Contract:

- a) The Sales Contract;
- b) The General Terms and Conditions;
- c) The Policies;
- d) The Service Level Agreement.

2.2 The applicability of purchase terms or other terms and conditions of Customer or third parties is hereby expressly excluded.

2.3 Doy is at all times entitled to amend any of the applicable Doy Sales Contract from time to time (a) for the benefit of the Customer; (b) if the amendments are required by law; or (c) if the amendments do not materially and adversely affect Customer's use of the Services. In addition, Doy is entitled to make any amendments other than described under (a), (b) and to (c) of this Clause, and (only) in case such amendments evidently materially and adversely affect the Customer, the Customer has the right to terminate that Sales Contract being materially and

adversely affected from the date on which the amendment comes into force solely by means of a written formal Notification for termination that must have been received by Doy within fourteen (14) days after Doy's announcement of a new version of any of the Sales Contract. All amendments announced by Doy automatically apply to any existing Sales Contracts for all Services and Software. The amendments come into effect fourteen (14) days after the announcement. The announcement will be made on Doy's website www.doysoftware.com, email and/or through a pop-up notification in the Customer Account. Any amendment to the Policies will come into effect immediately upon being made available on Doy's website.

3. SCOPE OF SERVICES

- 3.1 Doy provides software in the form of a SaaS (Software as a Service) service and other it-services. The Doy SaaS service allows the Customers to access its own online environment, the Customer Account, consisting of Doy's software and Customers data.
- 3.2 All Services, including the SaaS service, will remain available during the Contract Term and Customers will not get a copy of the software itself, the software is provided as a service in the form as mentioned in Clause 3.1.
- 3.3 The SaaS service will be used by the Customer. The Customer will only use the SaaS service with a valid license or Sales Contract in place, for the agreed quantities in the Sales Contract, and is not permitted to imitate or copy the SaaS service or use it inappropriately.
- 3.4 The scope and nature of the Services offered by Doy are set out in the Sales Contract. The scope and nature of the available Service Levels are set out in the Service Level Agreement.
- 3.5 The Services and/or Software, as well as the Service Levels, purchased, used or leased by Customer from Doy are listed in the Sales Contract.
- 3.6 Doy may discontinue Software and Services, sale, support, delivery or offerings of Software, including SaaS services and other Services at any time for any end of life-cycle or alternative business reasons (including but not limited to the case when Doy, in its sole discretion, reasonably believes that the Customer's use of the Software or Services breaches applicable laws) in causing such discontinuation of Services. Doy will use commercially reasonable efforts to provide advance notice to the Customer.
- 3.7 Customer acknowledges that Doy will no longer provide security updates or technical support for the discontinued Software and Services. Customer is aware that any continued operation of such discontinued Software or Services is undertaken at their own risk. Upon discontinuing the provision of the Software and Services, Customer understands and agrees that Doy has no obligation to maintain copies of information stored by the Customer on Doy's Software or Services. Doy shall not be held liable or responsible for any loss incurred by Customer arising from the discontinuation of the provision of the Software or Services.
- 3.8 Doy may but is not obliged to contact the Customer to provide alternative similar Software and/or Services as ordered for substitution via the Customer Account or by any other means and/or has the right at Doy's reasonable discretion to substitute and deliver such alternative similar Software and Services as part of the Sales Contract.
- 3.9 Doy may offer certain Services or Software as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. Customer agrees that Doy has the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. Doy will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. Customer will be under no obligation to acquire a subscription to use any paid Service or Software as a result of Customer's subscription to any Beta Service. Doy reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to Customer. Customer agrees that Doy will not be liable to Customer or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services, including SaaS service, for any reason. Doy has full discretion how to provide such Beta Services to the Customer.
- 3.10 If Customer register for a free trial of one or more Services or Software, Doy will make the applicable Services available to Customer on a trial basis free of charge until the earlier of (i) the end of the free trial period of the applicable Services (unless terminated earlier by Customer), (ii) the start date of the paid subscription period for the applicable Services, or (iii) termination by Doy in its sole discretion. Any data that Customer enter into the Services, and any customizations made to the Services during the free trial will be permanently lost unless Customer (i) purchase the corresponding paid subscription plan for the account, (ii) purchase applicable Service upgrades, or (iii) export such data before the end of the trial period. Notwithstanding anything contained in this Section, Services and Software, including SaaS service, are offered as-is during the free trial, without any warranty, covenant, support (unless paid it-services are acquired by Customer for this instance, or liability whatsoever, to the extent permitted by law.
- 3.11 Customer needs to sign up for a user account, the Customer Account, by providing all required information in order to access or use the Services and/or Software, including the SaaS services. Customer agrees to: (i) provide true, accurate, current and complete information about itself as prompted by the sign up process; and (ii) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If Customer provides any information that is untrue, inaccurate, outdated, or incomplete, or if Doy has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Doy may terminate Customers user account and refuse current or future use of any or all of the Services.
- 3.12 Customer shall indemnify and keep Doy harmless from damages and costs suffered by Doy in respect of Customer's breach of these Clauses, specially Clause 3.9 or Clause 3.10. Doy reserves the right to use and enforce any and all remedies available under the General Terms and Conditions, as well as any other rights and remedies provided under applicable law.

4. QUOTATION, ORDER AND CONTRACT PROCEDURE

- 4.1 In the event that a Customer wishes to purchase or use Services or Software, including SaaS services from Doy, Customer shall place a request with Doy to that effect via the Customer Account.
- 4.2 Any request shall be submitted (i) by submitting an Order in the Doy's website and completing the online Order process on Doy's Website (www.Doysoftware.com); or (ii) by means of or through the Customer Account for existing Customers; or (iii) in writing by email to request Doy to provide a Quotation for special requests.
- 4.3 Doy shall review the request for Services or Software within a reasonable time after receipt thereof, and will perform Doy's internal Know Your Customer ("KYC") Verification procedure. If Customer and its Customer Account is successfully verified within maximum of five (5) Business Days, Doy is willing to provide the requested Service(s) and/or Software, including the SaaS services, Doy shall confirm such to Customer in writing, by sending (i) where requested, an Quotation to Customer or (ii) (in case of the online Order process on Doy's website) by sending an order receipt or confirmation or (iii) making the Service or the SaaS service available in the Customer Account to be used instantly.
- 4.4 If Customer approves the Order by accepting the applicable General Terms of Conditions, Service Level Agreements, and policies, the Order is deemed confirmed by the Customer or its legal representative, or when an Quotation is requested, an authorized representative of Customer shall confirm such to Doy by signing the approved Quotation received from the Doy, for its understanding and acceptance of the Doy Sales Contract including the General Terms and Conditions. A signed Quotation will be referred to and qualify as an Order.

- 4.5 Doy reserves the right to reject the Order by giving written notice to Customer, within a reasonable time period upon Doy's sole discretion at reasonable grounds, including but not limited to, in connection with: (i) Customer's compliance with Doy's KYC requirements to be determined at its discretion in order to ensure Customer good standing of its business and/or related staff including export control regulations and sanctions as part of Doy's Acceptable Use Policy requirements (ii) or in case of (alleged) breach with the Policies, (iii) or if a Service and/or Software is not available, (iv) or the Estimated Delivery Time cannot be met, (v) or in case of an incorrect offering or Fees or Doy does not receive the pre-payment or deposit or financial security or fails a credit check, exceeds a credit limit, if applicable (vi) or in case of outstanding Fees of any overdue invoices and/or (vii) Payment Schedule Plan applies and at any other reasonable grounds at Doy's discretion.
- 4.6 In case the Order has been fully accepted by Doy, it will become a Sales Contract as specified to Customer in the Contract.

5. SALES CONTRACT MODIFICATION PROCEDURE

- 5.1 Any upgrade or downgrade of the Services, Software, including the SaaS service, will qualify as a Sales Contract Modification request, subject to the specific conditions set out in the Service Specifications. During the Term of the Sales Contract, the Customer may submit a Sales Contract Modification request. Customer should submit its Sales Contract Modification request by the Customer Account to Doy.
- 5.2 Doy shall be entitled to propose conditions for such Sales Contract Modification request, including but not limited to adjustment of the Service Fees and/or Contract Term, payment by Customer of a Fee for administrative activities and/or payment by Customer of any other non-recurring Fees applicable to such Sales Contract Modification request through the Customer Account or by means of Doy's Quotation for Customers acceptance in accordance with Clause 4.
- 5.3 In case of a Sales Contract Modification request relating to a Sales Contract that has a Contract Term of one (1) month, the Contract Term shall be automatically extended by one additional renewal month. In case of a Sales Contract Modification request, relating to a Sales Contract that has a Contract Term of more than one (1) month, the Contract Term may be extended by Doy with the same renewal Contract Term, or as indicated by Doy from the Contract Start Date in accordance with the Modification Quotation if requested by the Customer.
- 5.4 In case of a Sales Contract Modification request relating to a Sales Contract that has a Contract Term of six (6) months or longer, the Sales Contract Modification request should be submitted by Customer to Doy via email or Customer Account at least one (1) month prior to the expiration of the Contract Term of that Sales Contract.
- 5.5 Every Sales Contract Modification request is subject to acceptance by Doy, which may be granted, rejected or withheld at Doy's sole discretion as described in Clause 4.
- 5.6 Any request for Sales Contract Modification shall only be valid if fully accepted and confirmed by Doy by means of a Sales Contract establishing the modified Sales Contract.
- 5.7 In case of a Sales Contract modification submitted by Customer during the Trial Period, the Trial Period will end immediately and will be converted into a Sales Contract after acceptance of the modification by Doy and the Customer forfeits the Trial Period, the Contract Start Date of the Sales Contract will commence on the day the modification has been accepted by Doy, as confirmed in the Contract Overview or the order confirmation.

6. DELIVERY OF SOFTWARE AND SERVICES

- 6.1 Doy shall use commercially reasonable efforts to ensure that:
- the Services will be ready for Customer's use on the Delivery Date; and
 - any Software leased by Doy to Customer will be delivered on the Delivery Date as specified in the Order.
- In view of the foregoing, Customer acknowledges that the Delivery Date is a target date.
- 6.2 Doy will confirm the actual Contract Start Date in the Contract. Doy may, at its sole discretion, unilaterally delay the Delivery Date and/or Sales Contract Start Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days, provided that Customer shall be entitled to a credit equal to ten percent (10%) of the non-recurring Fees, referred to in Clause 10.4 (a), with respect to the affected Service if Doy unilaterally delays the Delivery Date and/or Sales Contract Start Date by more than thirty (30) days after the Sales Contract Start Date or Delivery Date. Doy's notice of delay shall state a new Contract Start Date and/or Estimated Delivery Time.
- 6.3 With effect from the Delivery Date or the date the Customer starts to use the Software leased by Doy, whichever is the earlier, the Software shall be for the risk and benefit of Customer. For the avoidance of doubt: for any Services and/or Software, including the SaaS service, delivered by Doy, including the event that Customer leases Software, such lease will be an operational lease and payment of Service Fees shall not constitute any transfer of ownership of such Software to Customer.
- 6.4 In case Customer has a complaint with respect to:
- the Service, Customer shall provide written notice to Doy, including in reasonable detail the grounds for its complaint, within two (2) days from the Delivery Date in the absence whereof Services shall be deemed to be approved by Customer;
 - any Software leased by Doy to Customer, Customer shall provide written notice to Doy, including in reasonable detail the grounds for its complaint, within five (5) days from the Delivery Date in the absence whereof such Software shall be deemed to be accepted and approved by Customer.
- 6.5 In the event that Customer has provided its written complaint in accordance with Clause 6.4, and such complaint is found to be justified, Doy shall take such action as necessary, and as expeditiously as reasonably practicable, to correct or cure such defect or failure. Doy will subsequently notify Customer hereof once the Service or Software is functioning properly and the complaint periods specified in Clause 6.4 shall (re)commence on the date of such notice.

7. USE OF SERVICES AND SOFTWARE

- 7.1 When using the Services or Software, including the SaaS service, the Customer must maintain due care in respect of keys and access thereto, all within scope of the relevant Sales Contract, applicable laws and the Policies. Customer's use of any information obtained is at Customer's own risk. Doy expressly disclaims any responsibility for the accuracy or quality of information obtained through its Services or Software.
- 7.2 Doy is not responsible or liable for and makes no representation or warranty, express or implied, with respect to the accuracy, quality or completeness of the (content of) information and communications, in whatever form transmitted over the Customer Account.
- 7.3 Customer acknowledges that, by offering or providing the Services, Doy does not publish or otherwise provide Customer's content to any End Users. Customer agrees that Customer shall, at all times, be solely responsible for all of the Customer's content including text, graphics, sound, video, data and any aspect of Customer's content.
- 7.4 In addition to all other terms and conditions of this Contract, Customer shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) allow user licenses to be shared or used by

more than one individual other than by way of reassigning the user license to a new user; (iv) except as permitted under applicable law, attempt to disassemble, reverse engineer or decompile the Services; (v) use third party links to sites without agreeing to their website terms & conditions; (vi) post links to third party sites or use their logo, company name, etc. without their prior written permission; (vii) attempt to gain unauthorized access to the Services or its related systems or network; (viii) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Doy; (ix) use the Services to send or store material containing software viruses, worms or other harmful computer codes, files, scripts or programs; (x) use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services, its components and the data contained therein; (xi) create a false identity to mislead any person as to the identity or origin of any communication; (xii) host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person or entity and to which you do not have any right, including personal or confidential information of any person or entity with respect to which you do not have consent or permission from such person or entity; (xiii) use the Services for transmitting information that is false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; (xiv) violate any applicable local, state, national or international law; (xv) use the Services for any form of competitive or benchmarking purposes; and (xvi) remove or obscure any proprietary or other notices contained in the Services.

- 7.5 Customer represents, warrants and undertakes that it shall (and shall procure that its End Users shall) only use the Services and Software, including the SaaS services: (i) for lawful purposes; and (ii) in accordance with the Sales Contract, these Policies and all applicable laws (within or outside of the Netherlands).
- 7.6 Customer agrees to be solely responsible for the contents of Customers transmissions through the Customer Account, Services or Software. Customer agrees not to use the Services and/or Software for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. Customer agrees not to use the Customer Account, Services and/or Software for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. Doy reserves the right to terminate Customers access to the Customer Account, Services and or Software if there are reasonable grounds to believe that Customer have used the Services for any illegal or unauthorized activity.
- 7.7 Customer agrees that, if Customer uploads, distributes, or stores any content or materials onto, via or within the Services and/or Software, and Doy (in its sole discretion) reasonably believes that such uploading, distribution or storage of content or materials breaches (or causes Doy to be in breach of) any applicable laws, Doy may (immediately and upon notice to Customer): (i) delete such materials from the Services and Software; (ii) otherwise take actions against such content or materials in accordance with applicable laws (including in accordance with any request from relevant governmental or regulatory authorities); and/or (iii) terminate this Sales Contract in accordance with Clause 21.2.
- 7.8 The location of the cloud facility from which Customers are served depends on the mapping of Customers region/country to the available cloud facilities at the time of Customers sign-up. Doy may migrate Customers account or require Customer to migrate its account to a different cloud facility in the event of any updates to the region/country to cloud facility mapping at any point of time. Customer must not mask its internet protocol (IP) address at the time of sign-up since Customers region/country is determined based on Customers IP address. If, at any time, Customers actual region/country is found to be different from the region/country in our records, Doy may take appropriate action such as migrate Customers account or require Customer to migrate its account to the cloud facility corresponding to Customers region/country, or close Customer account and deny the Service to Customer. If Customers are served from a cloud facility outside its region/country, apart from storing the data in the cloud facility assigned to Customer, Doy may store a local copy of the data in Customers region/country.

8. PERSONAL DATA / DATA PROTECTION

- 8.1 For the purpose of and during the delivery of the Services to Customer, Doy shall act as Data Processor. Therefore, in the performance of Doy's obligations under the Sales Contract, Doy (and its Affiliates) as Data (Sub-)Processor shall process Personal Data for or on behalf of the Customer. Doy do not control and never acts as Data Controller of any Personal Data and content of Customer transmitted over the Doy Customer Account, or Services and Software. Parties acknowledge and agree that with regard to the processing of Personal Data, the Customer is the Data Controller. Doy shall only process the Personal Data on the documented instructions of Customer contained in the signed Sales Contract, except where Doy is required to do so to comply with European and local law.
- 8.2 Customer acknowledges that Doy in its role as IT-Service and Software service provider, does not have access to Customer's content which may include any Personal Data. As a result, Doy does not know and does not have the means to know whether any (and if yes, which) Personal Data of which categories of data subjects is part of Customer's content. Whether Doy processes any Personal Data for or on behalf of Customer, is a determination that needs to be made solely by Customer.
- 8.3 The Customer's data is stored and processed exclusively within the Netherlands or Europe on Doy's infrastructure and Software in Data Centers located in the Netherlands or in the European Union, with Doy's operations and personnel subject to Dutch law. Customer data will not be transferred by Doy as Processor or accessed outside of the Netherlands, except (i) where required by applicable law, or (ii) if expressly authorized in writing by the Customer, or (iii) on Customer's own initiative. The processing of Customer data by Doy in its role as Processor shall be governed by GDPR and the Dutch Implementation Act of the General Data Protection Regulation ("**UAVG**").
- 8.4 Doy may engage Affiliates, that are based solely within the EEA, and also other third parties as (sub)-sub-contractors, both together referred to as "**Sub-Processors**" in the performance of the Sales Contract. Customer hereby provides Doy with its general written authorization to engage these Sub-Processors. The Sub-Processors might be indicated and confirmed in the Order, the Sales Contract and Contract by Doy in providing certain Services to Customer. Doy shall inform Customer of any intended changes to the Sub-Processors used in relation to the Services ordered, giving the Customer a reasonable time to object against such changes. In case Doy engages Sub-Processors in the performance of the Sales Contract, Doy shall request similar data protection obligations as set forth in this Clause 8 on those Sub-Processors. The Customer can receive a list of actual Sub-Processors used in relation to the Services ordered from Doy upon request to Doy from time to time.
- 8.5 In case any Personal Data is transferred to a country outside the European Economic Area not offering an adequate level of data protection, Doy shall only do so if sufficient safeguards are implemented to protect the Personal Data in accordance with GDPR.
- 8.6 Doy ensures that any persons authorized by Doy and/or its Affiliates to process the Personal Data have committed themselves to confidentiality.
- 8.7 Doy shall provide all reasonable assistance to the Customer in order for the Customer to comply with its obligations following articles 32 to 36 of the GDPR, and in order for the Customer to fulfill its obligations to respond to requests by data subjects (such within the meaning of the GDPR) exercising their rights under the applicable data protection legislation.
- 8.8 Doy shall make available to the Customer all information necessary, to the extent this is possible and reasonable, to demonstrate compliance with the conditions laid down in this Clause 8. Doy shall cooperate, to the extent this is possible and reasonable, with any audits conducted by

the Customer or another auditor mandated by the Customer. Unless expressly agreed otherwise in writing, the costs of such audit or inspection will be borne by the Customer.

- 8.9 In the circumstances where Doy discovers a Personal Data breach concerning Customer Personal Data processed by Doy in its role as Data Processor, Doy will notify the Customer as soon as reasonably possible and no later than 72 hours after having become aware of the Customer Personal Data breach, to the extent relevant for the Services of the Customer. Where there is a legal requirement to report a Personal Data breach to any supervisory authority, it will be the Customer's responsibility as Data Controller to notify the relevant authority and/or the data subjects concerned, to the extent necessary at Customer's discretion and assessment.
- 8.10 Upon request from the Customer, after cancellation or termination of the Sales Contract, Doy shall review the request and remove to the extent possible all the Personal Data pertaining to the Customer, unless Doy is required to retain such Personal Data under applicable law.
- 8.11 Customer acknowledges and agrees that Doy may use Personal Data of Customer's contact persons for the purpose of direct marketing (whether by messaging within our Service, by email or by other means) that offer or advertise similar services of Doy. Customer shall have the option to unsubscribe from any direct marketing messages.
- 8.12 To the extent that Doy processes Personal Data on behalf of Customer, Customer represents and warrants that Customer has obtained all necessary consents and provided all required notices as required by any Privacy Laws to permit Doy to process such Personal Data, and herewith Customer guarantees that it will comply with all Privacy Laws applicable to Customer.

9. KNOW YOUR CUSTOMER, CREDIT APPROVAL AND FINANCIAL SECURITY

- 9.1 The provision of Services or use of Software by Doy to Customer is subject to Know Your Customer (KYC) verification requirements and any credit limit requirements during the Contract Term set by Doy in its sole discretion as condition for the acceptance process of an Order set forth in Clause 4.5, which may impact the Estimated Delivery Time.
- 9.2 Doy may, at any time, by notice impose a credit limit on Customer to an amount to be determined by Doy applicable to the Order value. Any Orders for Services required by Customer in excess of any such credit limit will require Customer to prior deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.
- 9.3 In addition to Clause 9.1, Doy may require Customer at any time to provide a deposit or a financial security by means of a bank guarantee or a parent guarantee, to be solely determined by Doy or other security satisfactory to Doy.
- 9.4 Any deposit or bank guarantee or parent guarantee shall be held by Doy as security for the payment of the Fees and any other amounts due under the Sales Contract. Upon termination or cancellation of the Sales Contract, Doy may apply a deposit or bank guarantee or parent guarantee to any amounts owed by Customer to Doy. Any remaining credit balance of a deposit shall be refunded to Customer. Any deposit paid by Customer pursuant to this Clause will not carry any interest.
- 9.5 When Customer makes use of a third party engaged by the Customer for making payment to Doy on behalf of Customer, the Customer shall inform Doy upfront of such third parties company name, location, business registration number, identity of such third party authorized representatives and compliance with any sanctions and financial regulations. At all times, Customer retains its full responsibility for such third party i) timely payments, ii) compliance under any Sanctions and regulations and iii) failure to comply with the (financial) requirements under the Sales Contract and the applicable law.

10. FEES / TERMS OF PAYMENT

- 10.1 For the use of the Services and/or Software, including the SaaS services, Customer shall pay to Doy the Fees specified in the Contract. Unless specified otherwise, all Fees are in Euro and exclusive of VAT.
- 10.2 Doy is entitled to increase any of the Fees for annual automatic price indexation, with a maximum increase of (a) five percent (5%); or if higher (b) the percentage increase in CPI for the previous year. The increase indexation leading to automatic adjustment of Fees will be implemented each year on the anniversary of Customer's Service's Contract Start Date. In case of multiple Services with different Contract Start Dates, the Fees adjustment will automatically apply on each anniversary of the respective Service. Doy may notify the price indexation by means of an announcement and or email stipulating the specific annual increase of such adjustment of Fees for sole clarification purposes, notwithstanding its right to apply the maximum increase to the invoices of such Services automatically for purpose of Fees adjustment based on annual price indexation.
- 10.3 Unless specified otherwise in the Sales Contract, Doy will invoice:
 - a) setup Fees (where applicable), Service activation Fees and any other non-recurring Fees, upon the Delivery Date or upon the Contract Start Date, whichever is earlier;
 - b) all recurring Service Fees including Monthly Recurring Platform Fees, Users Fees, Usage Fees, Add-ons Fees as from the Contract Start Date, monthly in advance;
 - c) Pro-rata Fees, in arrears in the first invoice after the Contract Start Date;
 - d) use of Services above the agreed levels of Service and/or additional Services will be invoiced monthly in arrears.
- 10.4 Notwithstanding Clause 10.3, Doy retains the right to require Customer to make a pre-payment to Doy in relation to any Service or Software purchased by Customer from Doy.
- 10.5 Doy will send invoices to Customer by e-mail, in a portable document format (PDF) or make it available in the Customer Account.
- 10.6 Unless specified otherwise in the Sales Contract, all invoices sent by Doy to Customer are payable by Customer to Doy within fourteen (14) days from the invoice date (applicable and binding **Payment Term**).
- 10.7 Doy will make available to the Customer a free of charge bank transfer payment (SEPA) as standard default method of payment. If the Customer chooses a alternate payment method available in the Customer Account, any costs charged by a Payment Services Provider will be presented to Customer and be passed on to Customer by way of invoice. The Customer agrees to pay such invoice including surcharges promptly upon receipt. Doy has the right and Customer has the obligation if so instructed by Doy in the Customer Account, to make payments to another regional Doy Payment Service Provider acting on behalf of Doy under the Sales Contract.
- 10.8 The billing cycle is determined by Doy in any Order and included in the Contract Terms.
- 10.9 Doy will be entitled to charge an administrative Fee in addition to the invoice of up to five hundred Euros (EUR 500.00) to Customer, if payment to Doy has been reversed or denied.
- 10.10 In case Customer has a complaint with respect to an invoice, Customer shall dispute such complaint in writing to Doy within the Payment Term, in the absence whereof invoices are deemed to be approved by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the dispute of relevant invoice(s) and provides evidence in support of the complaint. In such case, the Parties will use commercially reasonable efforts to resolve the dispute amicably within twenty (20) days of Doy's receipt of Customer's complaint.

- 10.11 Customer shall not be entitled to any set-off, waiver or deduction of payment of an invoice. Customer's right to suspend payment of (or part of) an invoice is limited to the amount of the invoice that is disputed in good faith by Customer, in accordance with Clause 10. In the event Customer's complaint is found to be unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with this Clause 10.12.
- 10.12 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with this Clause, or Customer does not pay the undisputed part of the invoice within the Payment Term, Doy will be entitled to (i) charge Customer interest on such sum on a daily basis from the due date until the date of payment on the basis of the default interest rate plus two percent (2%) or otherwise the maximum interest rate permitted by law, if lower than this amount, without prejudice to Doy's other rights and remedies.
- 10.13 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Clause 10.11, Doy may hand it over to an external collection agency. Any collection costs and expenses incurred by Doy shall be borne by Customer.

11. TAXES

- 11.1 Unless specified otherwise, all Fees are exclusive of any sales tax, VAT, GST or similar tax. Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including VAT, when applicable) arising out of the Sales Contracts.
- 11.2 The Parties agree that the amount charged by Doy for its services does not qualify as a royalty, interest or dividend. Taxes that must be withheld at source in the country where the client resides are for the account of the Customer. This means that the amount payable on the invoice is to be considered an amount after source taxes.

12. SUSPENSION OF SERVICES AND SOFTWARE

- 12.1 Doy shall be entitled to immediately suspend the provision of any of the Services and Software, including the SaaS services and/or to suspend Customer's right to access or use the Customer Account and/or to suspend Customer's right to access to the Software, on giving notice to Customer, in the event that:
- Doy receives an order, notification, or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
 - Customer is or can reasonably be expected to be in breach of the Policies, and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the Policies) after receipt of a notice from Doy, provided always that Doy may immediately suspend Services without providing a remedy period if the continued provision of Services is likely to cause at Doy's discretion an Emergency and/or may place Doy in violation of applicable law;
 - Doy, in its sole discretion, reasonably believes that Customer's activities on or via the Services and/or Software breaches (or may cause Doy to breach) applicable laws;
 - Customer has failed to maintain the licenses, permits, and authorizations required to use the Services and/or the Software and fails to remedy such failure within seven (7) days after having received notice thereon;
 - Customer does not effectively cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Software (including SaaS service) or other Customer accessed through Doy;
 - Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Clause 10, within a period of seven (7) days after having received the Final Reminder Before Suspension Notice thereon;
 - the Services or Software (including SaaS service) are exported or used by a Customer or an End User, in violation of the restrictions referenced in Clause 16; and/or
 - Customer is in breach of any of the other provisions of the Sales Contract and Customer fails to remedy such breach within fourteen (14) days after having received written notice thereon, provided always that Doy may immediately suspend Services and SaaS service without providing a remedy period if the continued provision of Services if this causes material breach under the Sales Contract and/or may subject Doy to incur liability vis-à-vis third parties, may place Doy in violation of applicable law and/or may cause an Emergency;
 - Doy has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, upon written request, confirm to Doy in writing that it will fully perform in conformity with its obligations under the Sales Contract.
- 12.2 Doy shall be entitled to continue the suspension or limitation described in Clause 12.1 until: (i) the cause of the suspension has been remedied and the Customer has paid the deactivation Fee specified in Clause 12.3; or (ii) the Sales Contract has been terminated by Doy in accordance with Clause 21.
- 12.3 Following suspension of the provision of the Services and/or access to the Software (including SaaS service) which is caused by the Customer, Doy may claim and Customer shall pay upon demand a deactivation Fee in the amount of sixty two Euros and fifty cents (€ 62.50), in relation to the (administrative) activities performed in order to suspend and if applicable to recommence the provision of the Services and/or Customer's (right to) access to the Software.

13. INCIDENT AND SERVICE DISRUPTION

- 13.1 On becoming aware of an Incident, Customer shall notify Doy by e-mail or create a ticket for the Incident and shall provide Doy with the appropriate information in accordance with the Service Level Agreement.
- 13.2 Following notification by Customer in accordance with Clause 13.1, Doy shall:
- notify Customer of the estimated timescale for restoration of the affected Services and/or Software, on Doy's website and via e-mail;
 - use its best endeavors to end the Incident and to restore the affected Services; and as necessary,
 - provide Customer with information updates on its progress to end the Incident;
 - act in accordance with the Service Level Agreement.
- 13.3 Instead of restoring a Service and/or Software, Doy may elect to substitute such affected Service by a reasonably equivalent Service.
- 13.4 In the event of a Service Disruption, Customer may be entitled to compensation in the form of a Service Credit as specified in Service Level Agreement.

14. MAINTENANCE AND TESTING

- 14.1 Doy reserves the right to suspend the Services and may suspend Customer's right to access to the Software in order to perform Maintenance.

- 14.2 Customer acknowledges that Doy will from time to time have to perform Maintenance in order to ensure a proper performance of the Services and /or Software and the SaaS services and that such Maintenance may affect the provision of the Services to Customer.
- 14.3 If Doy expects scheduled Maintenance, referred to in Clause 14.2, to affect the provision of the Services and/or access to the Software, Doy shall:
- to the extent reasonably possible, provide at least three (3) Business Days prior notice to Customer of the intended Maintenance;
 - to the extent reasonably practicable, schedule such Maintenance and any related suspension of the Services and/or access to the Software within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on Customer's use of the Services and/or access to the Software; and
 - Endeavor to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or Customer's access to the Software as short as possible.
- 14.4 If Doy does not expect scheduled Maintenance, referred to in Clause 14.2, to affect the provision of the Services and/or access to the Software, Doy shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 14.5 Customer acknowledges that Doy may from time to time have to perform non-scheduled Maintenance, in order to resolve or prevent an Emergency. Doy shall be entitled to perform such Maintenance at any time, without taking into account a notice period. Doy shall in such case notify Customer of such Emergency and the need to perform Maintenance without undue delay.
- 14.6 Customer acknowledges that Doy will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.

15. INACTIVE USER ACCOUNT

- 15.1 Doy reserves the right to terminate unpaid Customer Accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide Customer prior notice of such termination and option to back-up its data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep Customers Account in another Service active.

16. WARRANTIES

- 16.1 Each Party warrants, represents and undertakes that it:
- has obtained and that it will, at least for the duration of the Sales Contract, maintain all of the necessary licenses, permits, and authorizations to use or provide (as appropriate) the Services and the Software, including the SaaS services;
 - shall use or provide (as appropriate) the Services and Software: (i) for lawful purposes and in accordance with all applicable laws; and (ii) with all due skill, care and diligence, at least in accordance with good industry practice;
 - shall not to use the Services for any military or warfare purposes.
- 16.2 With respect to software licensed or resold or otherwise given into use under a Sales Contract by Doy to Customer, Customer warrants, represents and undertakes that it shall comply with all provisions and compliance requirements including but not limited to audits of any End user license automatically applicable related to such software.
- 16.3 With respect to software licensed or sublicensed or otherwise given in to use or provided to Customer by Doy, Doy will provide a (software) warranty that is equivalent or equal to the warranty granted to Doy by the manufacturer / supplier / licensor of such software. To the extent possible:
- Doy will transfer to Customer and Customer will accept the warranty that Doy has received from the manufacturer / supplier of the software; or
 - Doy will arrange that the manufacturer / supplier of the software grants such warranty directly to Customer.
In the events referred to under sub a) and b) of this clause, Customer will not have any recourse against Doy, and Doy will not have any liability to Customer with respect to such software, but instead should seek recourse directly from the manufacturer / supplier of such software.
- 16.4 It is the Customer's sole responsibility to provide Doy with accurate Customer information, contact details, and any other relevant (segmentation) information added in the Order, the requested Quotation and the Customer Account, failure to provide such accurate verifiable Customer information, contact details and any other relevant information and/or in case of wrongful Customer information and contact details provided by the Customer, the Customer incurs all liability for any costs, expenses and damages arising for the Customer's risk and account while indemnifying and keeping Doy harmless for any consequences thereof.
- 16.5 Doy does not warrant that the Customer Account, the software used therein or as part thereof, or the related services, or the Customer's use thereof, are or will be error free or will operate without interruption.
- 16.6 The Services and Software, including the SaaS services, may be subject to international (including EU and US) rules that govern the export of Products and Services and Software. Customer warrants that it shall comply with all End user, end-use, or destination restrictions issued by national governments, EU, US or similar bodies, and restrictions on embargoed nationals and nations and export control.
- 16.7 The warranties expressly set forth in the Sales Contract constitute the only warranties of Doy regarding the Services and the Software (including SaaS) and such warranties are in lieu of all other warranties, express, implied, written, oral or statutory, by operation of law or in fact, including but not limited to warranties of merchantability, availability, uptime, non-infringement or fitness for a particular purpose. Without limiting the generality of the foregoing, Doy does not warrant that the Services, or the Customer's use thereof, are or will be error free or will operate without interruption. This Clause 16.9 is subject to applicable laws in the relevant jurisdiction.
- 16.8 Customer shall at all times, (i) act in a professional manner, (ii) exhibit business acceptable conduct and communication towards Doy employees, and (iii) interact and work towards Doy with competent contact persons demonstrating business acceptable behavior towards Doy employees.
- 16.9 While using Doy's Services, Customer shall at all times remain responsible for making any backups of its Customer data, including Customer End User data.

17. INDEMNIFICATION

- 17.1 Without limiting any other legal remedy available to Doy, Customer shall indemnify and hold harmless Doy against all actions, losses, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against Doy), proceedings, claims or demands brought or threatened against Doy by a third party: (i) related to content or materials stored on the Software and/or transmitted through the Services; (ii) arising out of the use by Customer or any of its subcontractors of the Services, (iii)

related to any willful or negligent act or omission of Customer or any of its subcontractors; (iv) related to any breach of applicable laws (within or outside of the Netherlands) by Customer; and/or (v) related to any acts or omissions by Customer that (directly or indirectly) causes Doy to breach applicable laws.

- 17.2 In respect of the indemnification under clause 17.1, Customer shall at its sole expense (a) provide Doy with full authority, information and assistance as is reasonably necessary for the defense, compromise or settlement of the third party claims; and (b) at the request of Doy, take those steps that are reasonably required to put Doy in the financial position it would have been in if said third party claim did not occur.

18. LIMITATION OF LIABILITY

- 18.1 Neither Party shall be liable to the other Party in respect of any breach of an obligation, warranty or guarantee under the Sales Contract for loss of profits, loss of revenue, loss of anticipated savings, loss or any plant or facility, loss of opportunity, loss of goodwill, special or punitive damages, loss of contract, loss or damage as a result of an Incident or any action brought by a third party or any type of indirect or consequential loss and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- 18.2 Doy shall not be liable for:
- a) any harm or personal injury to Customer or Customer's employees, clients, representatives or agents, except when such harm or personal injury is the direct result of gross negligence or willful misconduct on the part of Doy;
 - b) any transaction, which Customer may enter into with a third party using the Services;
 - c) the contents of any information and/or communications transmitted via the Software and/or Services or for any information;
 - d) the contents of any information and communication, in whatever form, transmitted by Customer over the Customer Account;
 - e) the accuracy or quality of information obtained through the Services;
 - f) damage to or loss of any of Customer's or its data subjects' data including any Personal Data or loss of technology, except when such damage or loss is the direct result of gross negligence or willful misconduct on the part of Doy;
 - g) damage to or loss or destruction of Software, except when such damage or loss is the direct result of gross negligence or willful misconduct on the part of Doy;
 - h) damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Sales Contract;
 - i) damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;
 - j) damage that is the direct or indirect result of the suspension of Services by Doy, as referred to in Clause 12 and Clause 14;
 - k) damage that is the direct or indirect result of the Customer Account being (temporarily) offline or otherwise unavailable;
 - l) damage that is the direct or indirect result of the Customer's use of the Customer Account;
 - m) damage that is the direct or indirect result of an Incident in case of any Excluded Events, including but not limited to, as Denial-of-Service (DDoS) attack, or other attack, or any damage resulting from successful or unsuccessful hack attempts or any intrusion regardless whether protected by an SSL certificate or (hardware) firewall provided by or through Doy as in addition set forth in the Doy Service Level Agreement;
 - n) damage in case Doy has not been notified of such damage in writing within eight (8) days after Customer has come to know of the damaging event, or should reasonably have known of it; or
 - o) any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Customer.
- 18.3 The legal remedies outlined in Clauses 6 and 21 constitute all legal remedies available to Customer in relation to a delay of the Delivery Date or Contract Start Date by Doy. Doy shall have no other liability to Customer if the Service is not ready for Customer's use on or after the Delivery Date or any delay thereof; or if the installation is to be performed by Doy, the installation is not completed by the Delivery Date, or any delay thereof.
- 18.4 The legal remedies outlined in Clause 13 and Clause 21 constitute all legal remedies available to Customer in relation to any Incident and/or Service Disruption and any failure by Doy to meet the agreed Service Levels.
- 18.5 Should Doy be liable in spite of the provisions set out above in the Sales Contract Schedules, this liability shall in no case exceed the amount of Service Fees paid by Customer to Doy with respect to the six (6) month period prior to the event or events giving rise to such liability, or this liability is limited to the lower amount that is in the relevant case paid out by the general liability insurance of Doy.
- 18.6 All Customer's claims for compensation end in any case six (6) months after the damaging event has taken place, unless: (i) Customer and Doy have come to a written arrangement; or (ii) Customer has commenced legal action in accordance with Clause 28.
- 18.7 Nothing in the Sales Contract shall exclude or limit the liability of Customer to: (i) pay the Service Fees; or (ii) repair (or if repair is not practicable, replace) any tangible physical property intentionally or negligently damaged by Customer or its representatives or employees.
- 18.8 Nothing in this Sales Contract shall operate to exclude or limit a Party's liability resulting from (i) death (ii) willful or fraudulent misrepresentation; or (iii) willful misconduct; or (iv) gross negligence; or any other statutory liability not capable of limitation.
- 18.9 Each Party has a duty to mitigate damages for which the other Party may be responsible.

19. THIRD PARTY APPLICATIONS OR SERVICES

- 19.1 Doy Services, including the Software and SaaS services, integrate with many third party applications (hereinafter "Third Party Application(s)"). Access and use of the Third Party Applications may require acceptance of terms of service and privacy policies applicable to such Third Party Applications (hereinafter "Third Party Terms"). Customers are responsible for reading and understanding the Third Party Terms before accessing or using any Third Party Application. Customers acknowledge and agree that Doy is not liable for any Third Party Applications. While Doy will try to provide Customer with advance notice, whenever reasonably possible, Customers acknowledge and agree that Doy may, at any time and in its sole discretion, and without any notice to Customer, suspend, restrict or disable access to or remove from Doy Services, any Third Party Application, without any liability to Customer, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses.

20. CONTRACT TERM / CANCELLATION

- 20.1 The Contract Term commences on the Contract Start Date and has full effect during the Contract Term.
- 20.2 The Sales Contract shall be renewed automatically by means of a tacit renewal from the Contract Extension Date for successive Contract Terms, which are equivalent to the previous Contract Term, unless cancelled by either Doy (Clause 20.3) or the Customer (Clause 20.4).
- 20.3 In case Doy does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date Doy has the right to cancel and notify the Customer from the Customer Account or otherwise taking into account a termination notice period of at least:
- a) one (1) hour, in the event of a Contract Term of one (1) month;
 - b) two (2) months, in the event of a Contract Term of three (3) months or longer.

- 20.4 In case the Customer does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date, the Customer has the right to cancel and is required to make a cancellation notice by using the cancellation option in the Customer Account taking into account a cancellation notice period of at least:
- one (1) hour, in the event of a Contract Term of up to and including three (3) months, provided that such notice is submitted by means of the Customer Account;
 - one (1) month, in the event of a Contract Term of six (6) months or longer.
- 20.5 The Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by Doy, unless the Customer cancels the Service during the Trial Period via the Customer Account, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Account no later than 23.00 hours CET.

21. EARLY TERMINATION

- 21.1 A Party is entitled to terminate the Sales Contract during the Contract Term prior to the Contract End Date by giving written Notice by separate email or post mail to the legally authorized representative of other Party, without an obligation to take into account a notice period, if:
- the other Party has ceased to exist or has been dissolved;
 - the other Party has been declared bankrupt, or it has been granted suspension of payments or entered into voluntary liquidation;
 - the other Party's business has been discontinued;
 - the other Party is in breach of any of the other terms of the Sales Contract and if and to the extent such breach can be remedied, fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach; and/or
 - the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty (60) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution.
- 21.2 Doy is entitled to terminate the Sales Contract with immediate effect, by giving written notice to Customer, without an obligation to take into account a notice period, in the event:
- the provision of the Services and/or access to the Software has been suspended in according with Clause 12 for seven (7) or more consecutive days; and/or
 - the continued provision of the Services under the Sales Contract cannot reasonably be expected from Doy, e.g. if (i) Customer or its End User has according to Doy's findings-repeatedly breached the Acceptable Use Policy or there is reasonable doubt of breach of the Policies; and/or (ii) the continued provision of the Services may subject Doy to a third-party claim; and/or
 - Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Clause 10 within a period of fourteen (14) days after having received notice thereof; and/or
 - of a change of ownership or Control of Customer if in Doy's view and sole discretion (i) the party that acquires ownership or Control of Customer is of lesser socio-economic standing than the party which owned Customer or had Control of Customer as at the Effective Date; (ii) the party that acquires ownership or Control of Customer is in a similar and/or competitive line of business as Doy; and/or (iii) Customer's credit position is adversely affected by such change of ownership or Control; and/or
 - a court has ruled or decided, or Doy reasonably expects that a court will rule or decide, that the provision of any Service infringes upon the Intellectual Property Rights of a third party; and/or
 - Doy has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, within three (3) Business Days upon written request, confirm to Doy in writing that it will fully perform in conformity with its obligations under the Sales Contract; and/or
 - Doy, in its sole discretion, reasonably believes that the Customer's use of the Services and Software breaches (or may cause Doy to breach) the Policies or any applicable laws; and/or
 - Doy has reasonable doubts of Customer good standing of its business and/or related staff and/or Customer's compliance with Doy's KYC requirements and/or is subject to any export control restriction globally in according with Clause 2 of the Policies; and/or
 - the Customer deceased (in case the Customer is an internet professional or sole trader); or
 - as set out in Clause 7.6 (iii) of these General Terms and Conditions.
- 21.3 A Party may only terminate the Sales Contract in accordance with the termination rights explicitly granted to such Party in the Sales Contract.

22. EFFECTS OF CANCELLATION/TERMINATION

- 22.1 Termination or cancellation of the Sales Contract shall be without prejudice to any rights or remedies available to, or obligations or liabilities accrued to the Parties, as at the date of termination or expiration.
- 22.2 Upon termination or cancellation of the Sales Contract:
- Doy shall cease to provide all Services, including SaaS services;
 - Doy shall directly from the notified termination or cancellation date be entitled to erase and delete any and all data of Customer and any and all data of Customer's End Users from Doy's Software, including from the SaaS services. From the date of the notice for termination or cancellation sent by Doy to the Customer, the Customer shall use this notice period for its data back-up. In case of an immediate termination by Doy, Customer shall be granted a Customer data back-up period of a maximum of five (5) Business Days from date of termination. In case of termination of the Sales Contract by Doy due to any of the reasons set out in Clauses 21 of these General Terms and Conditions and/or Clause 2 of the Policies, Customer's data back-up period is not applicable and Doy has the right to erase Customer's data (including Customer's End User data) without any notice being required. All of the above set out in this Clause 22.2 b) is deemed a reasonable period for any Customer data back-up, at its own initiative, cost and account including any Customer End Users backup. Such data back-up period does not apply if at Doy's discretion it is determined that Customer is in breach of any of its obligations under the General Terms and Conditions, Policies and/or the Service Level Agreement.
 - Doy is not responsible or liable for any losses suffered or incurred by the Customer arising out of: (i) the non-availability of such data back-up period; and/or (ii) the erasure of the Customer's data (including any End User's data) from the Services and Software. The Customer's use of such data back-up period shall be Customer's sole responsibility as data processing activity and can only be executed by Customer as Data Controller and as contracting party;
 - Doy shall be entitled to make the SaaS service available for use by other Customers;
 - Subject to Clauses 20, 22.6 and 22.7, all sums due to Doy up to the date of termination or cancellation and originally agreed Contract End Date shall become due and payable in full immediately;

- 22.3 In the event that Doy terminates the Sales Contract in accordance with Clause 20.3, 21.1, 21.2a), 21.2b), 21.2c), 21.2d), or 21.2f), Customer has the obligation to pay to Doy without prejudice to any other rights or remedies that Doy may have within five (5) Business Days after the effective date of termination as notified by Doy the Early Termination Fee, damages, compensation.
- 22.4 In addition to such Early Termination Fees Doy reserves all of its rights and remedies under the Sales Contract and by law to be fully compensated by the Customer and the Customer shall indemnify and keep Doy harmless for any damages, internal and external costs and expenses incurred by Doy as a result of Customer's breach of Sales Contract for other reasons than early termination of the Sales Contract.

23. FORCE MAJEURE

- 23.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under the Sales Contract if, and to the extent that, performance is prevented or delayed by an event of Force Majeure, - taking into account that Force Majeure shall not apply and Customer remains fully obligated to perform all of its obligations of the Sales Contract if Doy was requested for an order or quotation and/or entering in to a Sales Contract after a Force Majeure event that the Customer could have reasonably known or been aware of -, provided that the Party effected by the Force Majeure event has:
- a) promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event which may be notified by Doy on its website and/or Customer Account or by email or any other means of communication or otherwise and shall be notified by Customer by using formal Notification to Doy; and
 - b) provided the other Party with information that is reasonably available on the event of Force Majeure and the (expected) cessation or termination of said event.
- 23.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavors to avoid or minimize the effects of an event of Force Majeure on its performance of its obligations under the Sales Contract.
- 23.3 Upon the occurrence of an event of Force Majeure, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, but if an Event of Force Majeure continues for a continuous period of more than sixty (60) days the other Party shall be entitled to terminate the Sales Contract by means of Notification.
- 23.4 During an Event of Force Majeure, Customer shall remain liable for payment of all Fees due under the Sales Contract and Customer shall not be entitled to a refund for any Fees paid by Customer to Doy for such suspended period.

24. CONFIDENTIALITY

- 24.1 A Receiving Party, meaning either the Customer or Doy and its Affiliates shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other party than the Party and its Affiliates without the prior written consent of the Disclosing Party, and (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Sales Contract and related marketing activities. A Receiving Party shall ensure and procure its employees, contractors and other related staff to comply with the Confidentiality Clause and will only receive Confidential Information on reasonable need to know basis.
- 24.2 The obligations contained in Clause 24.1 shall not apply to any Confidential Information which: (i) at the date of the Sales Contract is, or at any time after the date of the Sales Contract becomes, public knowledge other than through breach of the Sales Contract by the Receiving Party; (ii) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; or (iii) is required to be disclosed or used by law.
- 24.3 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party and at the Disclosing Party's option, be promptly returned to the Disclosing Party or destroyed upon any termination of consideration of the possible business arrangement.

25. TRANSFER OF RIGHTS AND OBLIGATIONS

- 25.1 Doy shall be entitled to assign any of its rights or obligations under the Sales Contract to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written announcement to Customer which shall be announced on the website, Customer Account, email or otherwise.
- 25.2 Doy shall be entitled to sub-contract any or all of its obligations under the Sales Contract to a third party without given notice or information thereof to the Customer, provided that Doy shall remain liable to Customer for the performance of those obligations.
- 25.3 Without prejudice to Clause 25.1 and 25.2, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party (other than Doy's Affiliates) without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 25.4 In case Customer wishes to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party, Doy's consent is required for each Sales Contract whereby Doy shall consider in its sole discretion (i) if the third party has the same or better socio-economic standing as the Customer; the third party is not in a similar and/or competitive line of business as Doy; (iii) if the third party meets the KYC Customer verification requirements (including sanction check); and/or (iv) the credit position is adversely affected by such assignment or transfer to a third party.
- 25.5 Nothing in the Sales Contract shall exclude or limit Doy's rights to grant or create a right of pledge or other security right for the benefit of a bank or other financial institution or other third party – on or over any or all (cash) receivables that Customer owes or comes to owe to Doy.
- 25.6 In case of termination of the Sales Contract due to the reasons set out in Clause 21.2 i) (Customer's death), Doy has the right but not the obligation, subject to conditions determined by Doy at its sole discretion, to transfer the Sales Contract to the legal successor or End User of the Customer.

26. NOTICES

- 26.1 Unless specified otherwise herein or in the Sales Contract, any Notice including a demand, claim or other communication under or in connection with the Sales Contract shall be in writing and shall be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by e-mail, to the authorized representative of the Party due to receive the Notice at its registered address.
- 26.2 In the absence of evidence of earlier receipt, any such Notice, including a demand, claim or other communication shall be deemed to have been received:
- a) if delivered by hand, at the time of delivery;
 - b) if posted, on the expiration of five (5) Business Days after the notice has been provided to the courier company; or

- c) if sent by e-mail, the moment the e-mail has been received on or by a mail server or mail exchanger used or operated by the legally authorized representative of the receiving Party.
- 26.3 For the purpose of Clause 26.2c) any failure to deliver -and any impossibility to receive or access- a notice, demand, claim or other communication shall be for the risk and account of the receiving Party, if -and to the extent that- such failure or impossibility is related to -or the result of- an act or omission of the receiving Party, a failure of the mail server or mail exchanger used or operated by the receiving Party, or a failure or interruption in the services of a third party that manages or hosts of the mail server or mail exchanger used or operated by the receiving Party.

27. MISCELLANEOUS

- 27.1 No waiver of any of the terms of the Sales Contract or of any breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.
- 27.2 Other than Doy's sub-contractors who shall have the benefit of the Sales Contract, nothing in the Sales Contract shall confer upon any third party any right, benefit or remedy of any nature under the Sales Contract.
- 27.3 Should any or several of the provisions of the Sales Contract be invalid or null and void, this shall not affect the remaining provisions thereof. In such event, the relevant provision shall be replaced by a valid provision that reflects – to the extent possible – the purpose and the intended effect of the original provision.
- 27.4 Nothing in the Sales Contract shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.
- 27.5 Doy shall - without Customer's approval - be entitled to inform third parties that Doy provides Services to Customer, e.g. as a Customer case during sales activities, third party events, in marketing & sales communication and on Doy's website. Other than the above, neither Party shall be authorized to (i) make press or public announcements relating to this Sales Contract, without the prior written approval of the other Party, or to (ii) use the other Party's Intellectual Property Rights in any advertising, sales, promotions, or other publicity materials.
- 27.6 Customer is responsible for its employees, contractors and third parties engaging with Doy as Customer's authorized representatives. In addition, in case Customer is represented by any person in any or all events, Doy has the right to rely on and assume the apparent authority of such Customer representatives and Customer shall be held responsible and liable for any acts and omissions by such person.

28. GOVERNING LAW AND JURISDICTION

- 28.1 These General Terms and Conditions, the Sales Contract and all matters arising there from or connected therewith are governed by the laws of The Netherlands, to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 28.2 Subject to Clause 28.3, the competent courts of Almere/Flevoland shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Sales Contract or other Sales Contracts or other legal relationships resulting there from or in connection therewith.
- 28.3 Notwithstanding the terms of clause 28.1 and 28.2, nothing herein shall prevent Doy from pursuing action in any other jurisdiction as may be appropriate for the purpose of seeking urgent and/or interim and/or interlocutory injunctive or other relief against Customer.