General Terms and Conditions of Scanalytic B.V. (with effect from the 6th of April 2021)

These General Terms and Conditions apply to all of offers issued by and Agreements concluded with Scanalytic. In addition, these General Terms and Conditions always apply to further or later Agreements, irrespective of whether they have been declared explicitly applicable after the first Agreement. Scanalytic explicitly does not accept any general terms and conditions used by the Customer.

Article 1. Definitions

1.1 <u>General Terms & Conditions</u>: these general terms and conditions;

1.2 <u>Means of Identification</u>: the combination of data and/or means by which the Customer (or anyone who works for the Customer) can prove their identity to Scanalytic.

1.3 <u>Services</u>: the supporting services provided by Scanalytic, including renting out Scanners and selling Tags.

1.4 <u>Defect</u>: substantial non-compliance of the Software or the Services with the Specifications.

1.5 <u>Helpdesk</u>: support that Scanalytic provides to the Customer in response to questions from the Customer and individuals working for the Customer regarding the use and functionality of the SaaS Service.

1.6 <u>Intellectual Property Rights</u>: all intellectual property rights and associated rights, such as copyright, trademark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as rights to know-how.

1.7 <u>Implementation</u>: all acts and actions required to put all the different parts of the SaaS Service, Scanners, Tags and other Services into operation, individually and in combination with one another, in the Customer's organisation, in such a way that all the Customer's users are able to use it in accordance with the Specifications.

1.8 <u>Customer</u>: Scanalytics' customer, as specified in the Agreement.

1.9 <u>Interface</u>: the interface to be provided or developed by Scanalytic to enable the exchange of data between Scanalytic Standard and/or a Scanalytic Supplementary Module and the software of third parties that is or will be used in the Customer's organisation.

1.10 <u>Agreement</u>: the agreement that Scanalytic offers the Customer, specifying the goods and services to be provided plus the applicable prices for them.

1.11 <u>Privacy Legislation</u>: Regulation (EU) 2016/679 as well as any legislation relating to the processing of personal data in an EU Member State which the controller must observe.

1.12 <u>SaaS Service</u>: Scanalytic's service of making and keeping the Software remotely available via the internet or otherwise.

1.13 <u>Scanalytic Standard</u>: the standard version of the Software that Scanalytic has developed for asset management.

1.14 <u>Scanalytic Supplementary Module</u>: optional module supplementing the Scanalytic Standard, which adds supplementary functionalities or features.

1.15 <u>Scanner</u>: the equipment that Scanalytic rents out to the Customer on the basis of a rental agreement.

1.16 <u>In Writing or Written</u>: by letter or by email.

1.17 <u>Specifications</u>: the current description of the specifications and functionalities of the Software and the Services as specified on Scanalytic's website: www.scanalytic.com

1.18 <u>Software</u>: Scanalytic Standard, including any Scanalytic Supplementary Modules and/or one or more Links, as specified in the Agreement.

1.19 <u>System Requirements</u>: the requirements which Scanalytic publishes on its website and amends from time to time and which the Customer must comply with in order to use the SaaS Service, Scanners and/or Tags.

1.20 <u>Tags</u>: the RIFD/barcode tags that Scanalytic provides to the Customer.

Article 2. SaaS SERVICE

2.1 Scanalytic will make the Service available to the Customer for the term of the Agreement via a secured internet connection that runs over the public internet. Scanalytic will provide the Customer with Means of Identification in this regard.

2.2 Scanalytic provides the SaaS Service "as is" and in accordance with the Specifications.

2.3 The licence to use the SaaS Service is limited to the number of Scanners or users specified in the Agreement and is subject to any other limitations included in the Agreement.

2.4 Scanalytic will provide the SaaS Service in a professional manner and endeavour to ensure that it complies with the applicable laws and regulations.

2.5 Scanalytic will endeavour to maximise the availability of the SaaS Service to the Customer but it cannot guarantee that it will be continuously available to the Customer without any interruption.

2.6 Scanalytic is merely responsible for keeping the SaaS Service connected to the direct internet, while the Customer themself is responsible for their internal infrastructure.

Article 3. Supplementary Modules

3.1 The Customer may purchase one or more Scanalytic Supplementary Modules during the term of the Agreement.

3.2 The payment due for the Scanalytic Supplementary Modules is stated in the Agreement (or the supplementary Agreement). In the absence of any arrangements in that regard, the prevailing standard rates for the Scanalytic Supplementary Modules will be owed.

3.3 The term of the Scanalytic Supplementary Modules is stated in the Agreement (or the supplementary Agreement). Unless otherwise provided, the initial term of the Scanalytic Supplementary Module is equal to the then remaining term of the Agreement. After the initial term, the same term and termination will apply to the Scanalytic Ancillary Module as to the other Software.

3.4 These General Terms and Conditions apply to the Scanalytic Supplementary Modules as soon as they are put into operation.

3.5 Scanalytic provides the Scanalytic Supplementary Module in accordance with the Specifications and it is purchased "as is".

Article 4. Interfaces

4.1 The Interface will meet the Specifications. The Specifications also specify the third-party software that Scanalytic can connect to.

4.2 Scanalytic does not guarantee that the Interface will also be suitable for future versions of third-party software. If the Interface is no longer suitable for exchanging data with third-party software used by the Customer, then the Customer is entitled to cancel the Interface.

4.3 Certain setting up/implementation work will be needed before data can be exchanged via the Interface. The provisions of Article 7 regarding Implementation apply by analogy in this regard.

4.4 The Customer acknowledges that the quality of the data exchange depends in part on the quality of the data supplied or processed by the third-party software as well as the quality of the underlying data ('garbage in = garbage out'). Scanalytic is not responsible for the components of the data exchange over which it has no control.

4.5 The provisions of Articles 3.2 and 3.3 regarding remuneration and the term of the Scanalytic Supplementary Modules apply by analogy.

4.6 If and to the extent that personal data are processed when data is exchanged via the Interface, the provisions of Article 12 will apply.

Article 5. Provision of Scanners

5.1 Scanalytic makes the number of Scanners specified in the Agreement available to the Customer on a rental basis. The Scanners remain Scanalytic's property.

5.2 The minimum rental period for the Scanners is specified in the Agreement. At the end of the initial period, the rent is automatically extended by one year, subject to the Customer terminating it with due observance of a three-month notice period.

5.3 The Customer is entitled to rent additional Scanners during the term of the Agreement at the current rental and for the minimum rental period specified in the Agreement.

5.4 Any Defects must be notified to Scanalytic within 30 (thirty) days after the Customer receives the Scanners, subject to the forfeiture of rights in that regard.

5.5 The Customer must treat the Scanners made available to them with due care. The Scanners are only made available to the Customers and their workers. The Customer may not allow third parties to use the Scanners.

5.6 The Scanners must be returned in accordance with the instructions for returning equipment.

5.7 The Customer will bear the expense of any damage resulting from the improper use of the Scanners. Scanalytic will only bear the expense of normal wear and tear in the sense that it will repair and/or replace the Scanners.

5.8 The Customer will be charged for the replacement of any lost or destroyed Scanner(s), as specified in the Agreement.

Article 6. Provision of Tags

6.1 Scanalytic will provide the Customer with the number of Tags specified in the Agreement. The Tags are provided on the basis of purchase.

6.2 Scanalytic offers the Customer the option of ordering additional Tags at the prevailing on-the-day prices.

6.3 Any Defects must be notified to Scanalytic within 30 (thirty) days after the Customer receives the Tags, subject to the forfeiture of rights in that regard.

6.4 The Customer declares that they are aware that the Tags are not able to withstand gamma radiation and that exposure to gamma radiation will destroy them. The Customer will bear the costs of replacing or repairing destroyed Tags.

Article 7. Implementation

7.1 Unless otherwise agreed, Scanalytic will take care of the Implementation in accordance with the arrangements made in the Agreement in that regard. The Customer must at all times cooperate with the Implementation.

7.2 As part of the Implementation, Scanalytic will train and support the Customer's staff and familiarise them with the use and the technical and functional management of the SaaS Service and Scanners connected to it as well as the other aspects of the SaaS service.

7.3 If technical adaptations to the equipment, software and/or infrastructure already in the Customer's possession are needed for the Implementation, which adaptations are not referred to in the Agreement, such adaptations will be made by the Customer at their own expense.

Article 8. Customer's responsibilities regarding use

8.1 The Customer themself is at all times fully responsible for their use of the SaaS Service and all the resulting processing of data in and outside the SaaS Service.

8.2 The Customer declares that they are familiar with the System Requirements and that they will comply with them.

8.3 The Customer guarantees that their workers will use the SaaS Service in accordance with these General Terms and Conditions and that their use of it will not be contrary to the law.

8.4 The Customer themself is responsible for performing their (statutory) administrative obligations and for making periodic back-ups of the data in the SaaS Service.

8.5 The Means of Identification provided by Scanalytic must be kept secret. Scanalytic is not liable for any misuse of Means of Identification. Scanalytic is entitled to assume that any User who logs in using the Means of Identification linked to a particular worker is actually that worker. The Customer will immediately notify Scanalytic as soon as they know or have reason to suspect that Means of Identification have come into the hands of unauthorised persons or are otherwise being abused.

Article 9. Maintenance and support

9.1 Scanalytic provides support for its Customer and their workers in accordance with the provisions of the Agreement and/or an SLA concluded in addition to it. Among other things, these may include arrangements about the minimum availability of the SaaS Service and/or response or solution times.

9.2 In the absence of further arrangements about maintenance and support, Scanalytic is simply obliged to provide a Helpdesk. This Helpdesk can be contacted by telephone and email during Scanalytic's office hours, excluding on Dutch public holidays. Scanalytic will endeavour to answer your questions satisfactorily and within a reasonable period of time.

9.3 Scanalytic has the right to modify the SaaS Service from time to time in order to improve its functionality and to remedy any errors. Scanalytic is only obliged to maintain the most recent version of the SaaS Service.

9.4 Scanalytic reserves the right to take the SaaS Service temporarily out of operation for purposes of maintenance, modification or (technical) improvements. To the extent reasonably possible, Scanalytic will notify the Customer in advance of any scheduled downtime.

Article 10. Price and payment

10.1 The Customer owes Scanalytic the periodic and one-off payment(s) specified in the Agreement for the use of the SaaS Service.

10.2 Periodic payments are owed in advance and made by SEPA direct debit. At the Customer's Written request, periodic payments can also be made by invoice. Other payments are invoiced in the month after the service in question has been provided. The deadline for paying invoices is 21 days after the invoice date.

10.3 All payments referred to in the Agreement are exclusive of VAT and any other applicable government levies, unless specified otherwise.

10.4 The agreed payments are automatically increased on 1 January every year. These automatic increases are limited to (any) increase in the services price index (SPI) most recently published by *Statistics Netherlands*.

10.5 In addition, Scanalytic has the right to adjust its prices at intervening times if it has reasonable grounds for doing so. Scanalytic will notify the Customer In Writing of any such adjustment at least three months before it takes effect. The Customer will then have the right, within thirty (30) days after Scanalytic announces such an adjustment, to terminate the Agreement In Writing as soon as that adjustment takes effect.

10.6 Scanalytic reserves the right to suspend its work if the Customer attributably continues to default on their obligations to Scanalytic despite being issued with a Written notice of default allowing them a reasonable period to rectify the default in the given circumstances.

Article 11. Intellectual Property Rights

11.1 All Intellectual Property Rights to the Software and all the associated work (documentation, source code etc) are and remain vested in Scanalytic or its licensors. This paragraph does not apply to information that the Customer's workers exchange via the SaaS Service.

11.2 If a third party makes a credible claim that the Software infringes the Intellectual Property Rights of third parties, Scanalytic will, at its sole discretion:

a.) ensure that the Software is modified in such a way that it is no longer infringing, or

b.) make available to the Customer other software with similar functionality that does not infringe the rights of those third parties, or

c.) acquire a licence from that third party, at its own expense, thus enabling the Customer to continue using the service without interruption.

11.3 Scanalytic does not accept any more far-reaching obligation or liability for an infringement of the Intellectual Property Rights of third parties.

11.4 The Customer may not reproduce, disclose to the public, decompile or reverse engineer the SaaS Service or any part of it except where authorised to do so by provisions of mandatory law or the General Terms and Conditions. Nor is the Customer authorised to remove any security features or technical limitations (including limitations of use) from or work around or make any alterations to the SaaS Service or any part of it.

Article 12. Privacy

12.1 Scanalytic qualifies as the processor to the extent that it processes personal data in the SaaS Service. Scanalytic is willing to conclude a processing agreement with the Customer if it processes personal data.

Article 13. Liability

13.1   The total liability for non-compliance with the obligations pursuant to the Agreement and the General Terms and Conditions due to any attributable breach or unlawful act by Scanalytic, as well as the amount of any indemnities issued, is limited to the compensation for direct loss, up to the amount paid out to Scanalytic by its insurer in connection with that attributable breach or unlawful act. In this regard, 'direct loss' means:

     a.)   the reasonable costs that the Customer would have to incur to have Scanalytic's performance accord with the Agreement and the General Terms and Conditions. However, this compensation will not be paid if the Agreement is terminated by the Customer or at their request;

     b.)   the reasonable costs that the Customer has been forced to incur to keep their old system(s) in operation for longer and to make associated provisions due to the SaaS Service not having been delivered by the latest binding delivery date agreed with Scanalytic, less any amount saved as a result of the delayed delivery;

     c.)   the reasonable costs for establishing the cause and extent of the direct loss, within the meaning of these General Terms and Conditions, and for replacing any lost data.

13.2   If and to the extent that the insurance does not provide any cover and Scanalytic is nonetheless liable for the loss, its liability will be limited to the direct loss, as referred to in paragraph 1, up to the amount invoiced by Scanalytic but no more than EUR 10,000 (ten thousand euro) per event, with a series of related events being considered as a single event.

13.3   Scanalytic's liability for indirect loss, including consequential loss, lost profit, lost savings, loss of goodwill, damage due to business interruption, loss as a result of claims by the Customer, damage to equipment or software of third parties and all other forms of damage or loss, for any reason whatsoever, is excluded.

13.4   In all instances, Scanalytic is only liable for any attributable breach of the Agreement and these General Terms or for any unlawful act if the Customer immediately sends Scanalytic a proper Written notice of default setting it (insofar as necessary) a reasonable period to rectify the breach and if Scanalytic continues to attributably breach its obligations even after that period. The notice of default must contain as detailed as possible a description of the breach, thus affording Scanalytic an adequate opportunity to respond.

Article 14. Confidentiality

14.1   The parties will treat confidential information about each other's organisation with strict confidentiality. Neither party will disclose to third parties any confidential information made available to them or that comes to their attention except with the prior Written consent of the other party or it is clear from the nature of the information that it is meant to be disclosed to third parties subject to the obligation of confidentiality. The parties guarantee each other that their staff, assistants and third parties engaged by them in the context of the Agreement also fully comply with this obligation of confidentiality. If either party fails to comply with these obligations, the other party will be at liberty to terminate the Agreement with immediate effect.

14.2   The obligations provided in this article will remain in force even after the Agreement ends.

Article 15. Force Majeure

15.1   Scanalytic is not required to perform any obligation if it is prevented from doing so by force majeure. Force majeure is taken to include power outage, failure of internet and/or telecommunication connections, strikes, improper performance of obligations by Scanalytic's suppliers or third parties engaged by Scanalytic, outbreak of hostilities, riots and war, terrorist attacks, fire, explosions, floods, as well as any other situation over which Scanalytic is unable to exert any actual control (decisive or otherwise).

Article 16. Duration and termination of the Agreement

16.1   The Agreement commences on the date it is signed. The initial term of the SaaS Service is stated in the Agreement. At the end of the agreed term, the relevant SaaS Service will be automatically extended by the same period as the initial term, subject to the Customer terminating it with effect from the end of that term with due observance of a notice period of three (3) months.

16.2   The agreement for the rental of Scanners automatically ends when the SaaS Service ends.

16.3   Either party is entitled to terminate the Agreement with immediate effect by means of a Written letter if:

     a.)   the other party applies for or is granted a suspension of payments; if they petition for their own bankruptcy or insolvency; if their business is discontinued or is wound up, whether voluntarily or not; if post-judgment attachment is levied on a substantial portion of the other party's assets, or if the other party should otherwise be deemed no longer able to perform their obligations under the Agreement;

     b.)   the other party defaults on their obligations under the Agreement, even after having been issued with a proper, Written notice of default allowing a reasonable period in which to remedy the default.

16.4   Any services that have already been performed at the time of such termination will not be reversed unless the party that allegedly received those services proves that the other party failed to provide them. Any amounts invoiced by Scanalytic before the termination for anything properly supplied or carried out by it in pursuance of the Agreement will remain due in full, subject to the provisions of the preceding sentence, and will become immediately payable on the date of termination.

16.5   Scanalytic will not keep any personal data that it processes for any longer than it needs to in order to perform the SaaS Service, subject to its statutory retention obligations. The starting point is that data does not need to be kept for more than two months after the SaaS Service has been completed, at which point Scanalytic will destroy the processed personal data unless the Customer makes alternative arrangements with Scanalytic within that period. For an agreed fee, Scanalytic can cooperate with converting the personal data for the Customer within this two-month period.

Article 17. Communication and record keeping

17.1   Unless otherwise stated in these General Terms and Conditions or in the Agreement, derogations from and additions to these General Terms and Conditions or the Agreement - including arrangements made verbally - are only valid if Scanalytic confirms them In Writing.

17.2   Articles 6:227a and 6:227b of the Dutch Civil Code do not apply. Arrangements made verbally are only valid if and after Scanalytic has explicitly confirmed them In Writing. Scanalytic reserves the right to refuse assignments for reasons of its own, in which case Scanalytic will notify the Customer of that as soon as possible.

17.3   Subject to proof to the contrary, Scanalytic's own records are binding as regards the substance of the Agreement or these General Terms and Conditions and those records serve as proof of it.

Article 18. General provisions

18.1   Scanalytic reserves the right to amend or supplement these General Terms and Conditions. Scanalytic will notify the Customer of any amendment at least one month before it takes effect. In principle, such amendments or supplementary provisions will also apply to Agreements already concluded. If the Customer does not accept an amendment to these General Terms and Conditions, they may terminate the concluded Agreement with effect from the date when the new conditions take effect.

18.2   The Agreement and these General Terms and Conditions are governed solely by Dutch law. The Vienna Sales Convention 1980 does not apply. Any and all disputes arising from or connected with the Agreement or these General Terms and Conditions or any other agreements connected with them will initially be made pending in the court district in which Scanalytic has its registered office.