

General Terms and Conditions of Sale Nsecure

July 2021

1. Definitions

In these general terms and conditions of sale ("Terms"), the following definitions apply:

- Unica Access & Security:** the private limited company, located in Barendrecht.
- Nsecure:** the trade name of Unica Access & Security B.V.
- Customer:** any person to whom Nsecure makes or has made an offer to enter into an agreement and/or any person with whom Nsecure enters or has entered into an agreement.
- Person:** any person to whom Nsecure makes or has made an offer to enter into an agreement and/or any person with whom Nsecure enters or has entered into an agreement.
- Parties:** A natural or legal person or a partnership without legal personality.
- Agreement:** Nsecure and the Customer.
any agreement between the Parties for the supply of products and/or services and/or software by Nsecure to the Customer and/or for the performance of any other obligation by Nsecure for the benefit of the Customer, including any amendment or supplement to such an agreement, as well as all factual and legal acts in preparation and execution of this agreement, including offers made by Nsecure.

2. General

- 2.1** These Terms apply to all agreements.
- 2.2** The applicability of general terms and conditions referred to or included in any Customer communication, in any form, is expressly rejected.
- 2.3** Deviations from these Terms and/or the Agreement are binding only if set out in writing and signed by the Parties and apply only to the specific case concerned. No rights can be derived by the Customer for future agreements based on such deviations.
- 2.4** All provisions of these Terms are not only made for the benefit of Nsecure but also for its directors, shareholders, employees, subcontractors, and any persons for whom Nsecure could be held liable.
- 2.5** If Nsecure does not require strict compliance with these Terms in a particular case, this does not mean that Nsecure waives its right to require strict compliance in other cases, whether similar or not.
- 2.6** Nsecure may engage third parties at any time for the execution of the Agreement.
- 2.7** If Nsecure enters into an Agreement with two or more persons, they are jointly and severally liable to Nsecure for all obligations arising from the Agreement.
- 2.8** In the event of discrepancies between these Terms in Dutch and another language, the Dutch text is binding.
- 2.9** If any part of the Agreement or these Terms is null and void or annulled, the validity of the remainder of the Agreement and these Terms remains unaffected. In such cases, the void or nullified part shall be replaced in accordance with Article 3:42 of the Dutch Civil Code with provisions that the Parties would



have agreed upon if they had known about the voidness or annulment.

3. Offers; Formation and Duration of the Agreement

3.1 All offers made by Nsecure are non-binding. Nsecure reserves the right to withdraw its offer within 5 business days of receiving acceptance. Any acceptance by the Customer that deviates from Nsecure's offer, even on minor points, constitutes a rejection of the offer and a new offer by the Customer. An Agreement based on such a new offer is concluded only if Nsecure confirms it in writing or electronically.

3.2 All numerical or dimensional indications in Nsecure's offers, agreements, or attachments are approximate.

3.3 An Agreement is concluded when (a) 5 business days have passed after Nsecure receives the Customer's acceptance without withdrawing its offer, (b) Nsecure confirms the Agreement in writing or electronically, or (c) Nsecure starts executing the Agreement.

3.4 Unless agreed otherwise in writing or dictated by the nature of the Agreement, Agreements are assumed to be for an indefinite period. Either Party may terminate such an Agreement at any time with a 3-month notice period, in writing.

4. Transfer of Rights and Obligations

4.1 Nsecure is entitled at any time to transfer its rights and obligations arising from the Agreement to third parties.

4.2 The Customer is not permitted to transfer its rights and obligations under the Agreement to third parties without Nsecure's prior written consent, which may be subject to conditions.

5. Additional Work

5.1 Nsecure will carry out changes requested by the Customer, provided Nsecure reasonably deems these changes feasible. Nsecure may charge additional fees for such changes. If the Parties do not reach an agreement on the additional fees, Nsecure is not obligated to implement the requested changes.

5.2 Nsecure is also entitled to charge for additional work during the execution of activities if such additional work results from incorrect information provided by the Customer regarding the agreed delivery of products and/or services and/or software, related activities, or the Customer's failure to cooperate.

6. Prices and Fees

6.1 Unless otherwise agreed in writing, prices and fees are stated in euros and exclude VAT and other taxes and levies.

6.2 Prices and fees are based on cost-determining factors at the time of the Agreement, including but not limited to material costs, licenses, wages, social security contributions, and exchange rates. If these factors change after the Agreement is signed but before delivery, and Nsecure has no reasonable



influence over such changes, Nsecure has the right to pass on the additional costs to the Customer.

6.3 Prices and fees are adjusted annually on January 1 based on the CBS index for wages in the private sector. Adjustments are calculated according to a formula detailed in this section. No reduction will apply even if the index results in a lower price; instead, adjustments may be deferred to the following year.

7. Payment

7.1 Payments must be made within 30 days of the invoice date unless agreed otherwise in writing.

Payments must be unconditional, without deductions, set-offs, or suspensions for any reason.

7.2 Complaints regarding invoices must be submitted in writing within 7 days of the invoice date, failing which the invoice is deemed accepted as accurate.

7.3 The Customer is in default without further notice upon the expiration of the payment term. In such cases, all outstanding claims from Nsecure become immediately due.

7.4 During default, the Customer owes interest of 1% per month on outstanding amounts.

7.5 In the event of extrajudicial recovery, the Customer is liable for collection costs incurred by Nsecure, calculated as a percentage of the outstanding amount, with a minimum fee as specified in this section.

7.6 Court costs are not limited to standard recoverable legal fees but are fully payable by the Customer if found predominantly at fault.

7.7 Nsecure may request an advance payment or adequate security for fulfillment of obligations. Security may include a bank guarantee for 110% of the outstanding amount.

8. Delivery Time, Delivery

8.1 Delivery times are approximate and not binding. Exceeding delivery times does not entitle the Customer to damages, dissolution, or termination of the Agreement.

8.2 Unless agreed otherwise in writing, products are delivered "ex works" (Incoterms). Risk transfers to the Customer once products are made available at Nsecure's warehouse.

8.3 If Nsecure develops specific software for the Customer, it will be delivered according to agreed specifications and installed if explicitly agreed in writing.

9. Retention of Title

9.1 Nsecure retains ownership of delivered products until full payment is received.

9.2 Until ownership transfers, the Customer is not permitted to pledge or transfer rights to the products to third parties.

9.3 If the Customer fails to meet its obligations, Nsecure may repossess the products. Any related costs will be charged to the Customer.

10. Conformity, Inspection, and Complaints

10.1 Unless covered by a manufacturer's warranty, Nsecure guarantees only that delivered products are suitable for normal use as specified in the product description.



10.2 Complaints about visible defects must be reported immediately and confirmed in writing within 24 hours. Complaints about hidden defects must be reported within 2 days of discovery but no later than 3 months after delivery.

10.3 If a complaint is deemed valid, Nsecure may replace, repair, or adjust the price of the defective products.

11. Suspension and Termination

11.1 Nsecure may suspend or terminate the Agreement without judicial intervention if the Customer fails to meet its obligations, becomes insolvent, or faces other financial difficulties.

11.2 In cases of termination, Nsecure is not liable for damages, and all claims become immediately payable.

12. Confidential Information

12.1 The Customer acknowledges that the delivered products, services, and software may contain confidential information or trade secrets. The Customer agrees to maintain confidentiality and use such information solely for the intended purpose.

13. Cooperation by the Customer

13.1 The Customer shall provide all requested or necessary cooperation to enable Nsecure to fulfill its obligations under the Agreement.

13.2 If the use of Nsecure's products, services, and/or software requires third-party software or hardware, the Customer is responsible for obtaining and ensuring compatibility unless explicitly agreed otherwise in writing.

13.3 If required information or cooperation is not provided on time or does not meet the agreed terms, Nsecure has the right to suspend its obligations and charge any resulting costs to the Customer.

14. Maintenance

14.1 If a maintenance agreement has been concluded for products or software supplied by Nsecure, or if maintenance is included in the usage fee for the software, the Customer must report any defects in detail according to Nsecure's standard procedures.

14.2 Nsecure does not guarantee uninterrupted or error-free operation of the software and is not obligated to correct all defects.

14.3 Repairs due to misuse, external causes, or modifications by parties other than Nsecure may incur additional charges. Restoring corrupted or lost data is not included in maintenance.

14.4 Maintenance obligations cease if Nsecure provides new versions of the software to the Customer.



15. Helpdesk

If agreed in writing, Nsecure will provide helpdesk services during business hours (Monday through Friday, 8:30 AM to 5:00 PM, excluding Dutch public holidays) to respond to complaints or issues reported by telephone or email and to assist the Customer in resolving them.

16. Intellectual Property Rights

16.1 All intellectual property rights related to software, websites, databases, equipment, or other materials provided or developed under the Agreement belong exclusively to Nsecure, its licensors, or its suppliers.

16.2 Any transfer of intellectual property rights requires explicit written agreement. Even in cases of transfer, Nsecure retains the right to reuse general principles, ideas, algorithms, and other components for other purposes.

16.3 The Customer must notify Nsecure immediately of any third-party claims regarding intellectual property rights violations and allow Nsecure to handle the defense. Nsecure's liability for such claims is limited as outlined in these Terms.

17. Personal Data and Data Processing

17.1 The Customer guarantees compliance with applicable data protection laws when processing personal data and indemnifies Nsecure against any claims arising from non-compliance.

17.2 The Customer is solely responsible for the data processed using Nsecure's products, services, or software and ensures it does not violate third-party rights.

17.3 If agreed, Nsecure will provide information security measures that meet the written specifications between the Parties.

18. Software Usage Rights

18.1 Nsecure grants the Customer a non-exclusive, non-transferable right to use the software within its organization, subject to any third-party license restrictions.

18.2 The Customer may not decompile, disassemble, or reverse-engineer the software unless legally permitted.

18.3 The Customer is not authorized to modify the software without Nsecure's prior written consent.

18.4 The usage right applies only to the object code and not the source code unless explicitly agreed otherwise in writing.

19. Application Service Provision, SaaS, and Computer Services

19.1 If agreed, Nsecure will provide services under Application Service Provision (ASP), Software as a Service (SaaS), or other computer services.

19.2 The Customer is responsible for managing its use of these services, including instructing users and



ensuring proper implementation.

19.3 The Customer must handle login credentials securely and is liable for unauthorized use of such credentials.

20. Hosting, Computing Capacity, and Data Lines

20.1 The Customer may not use hosting services or data lines for unlawful purposes or activities violating third-party rights.

20.2 Nsecure does not guarantee uninterrupted availability of data lines or computing capacity.

21. Force Majeure

21.1 Force majeure refers to unforeseen circumstances beyond Nsecure's control, including but not limited to third-party failures, natural disasters, strikes, or government restrictions.

21.2 In the event of force majeure, Nsecure may suspend its obligations or terminate the Agreement without liability for damages.

22. Liability and Indemnification

22.1 Nsecure's total liability is limited to the amount covered by its liability insurance, plus the applicable deductible. If no insurance payout is made, liability is capped at €100,000 per event.

22.2 Nsecure is not liable for indirect or consequential damages, such as loss of profit, reduced goodwill, or data loss.

22.3 Nsecure is not liable for damages caused by third-party products or services or modifications made without Nsecure's approval.

22.4 Claims must be reported in writing within 14 days of discovery, and legal proceedings must commence within 1 year to avoid forfeiture of rights.

23. Governing Law and Jurisdiction

23.1 The legal relationship between the Parties is governed by Dutch law.

23.2 Any disputes arising from or related to the Agreement will be exclusively resolved by the competent court in Rotterdam, unless mandatory law dictates otherwise.

24. Changes to Terms

Nsecure reserves the right to amend these Terms. Changes take effect 3 months after written notification to the Customer. Agreements concluded after such changes are subject to the updated Terms. For ongoing agreements, the Customer may terminate the Agreement within 14 days of notification, subject to applicable notice periods.

