

FILECAP TERMS OF USE

1 GENERAL CONDITIONS

- 1.1 FileCap is a product of the Dutch private limited company “Contec B.V.” (hereinafter: “Contec”) situated in Enschede, The Netherlands and registered with the Chamber of Commerce under number 08110001. Contec B.V. can be reached via the email address sales@filecap.com.
- 1.2 These conditions of use conclude the entire agreement between Contec B.V. and you ("Customer") regarding the use of FileCap. These conditions take the place of all verbal and written agreements relating to this subject.
- 1.3 In the event Customer accepts these license terms and conditions of FileCap on behalf of a company or employer, Customer guarantees to be authorized to enter into this agreement on behalf of the company or employer in question.
- 1.4 Contec B.V. is entitled to change these conditions of use. The amended conditions of use will apply after Customer has been notified of this change in writing or by email.

2 DEFINITIONS

- 2.1 Business Days:
Normal Dutch working hours (8.30-17.00 CET) and days (Monday through Friday) with the exception of public holidays.
- 2.2 Coordinator:
A contact person appointed by a party. The Coordinator operates as the main contact between parties.
- 2.3 Domain:
The naming system with which computers such as web servers and mail servers and certain services and applications can be identified. In this terms of use, Domain means the logical network in which FileCap is installed. The definition of Domain also includes the name in email addresses included between the ‘@-sign’ and the toplevel domain, for example ‘contec.nl’.
- 2.4 Error(s):
The failure to fulfill the functional specifications set down in writing by Contec B.V. An Error only exists where such can be demonstrated and reproduced.
- 2.5 Fair Use:
The reasonable use by Customer of the FileCap software and its related services, such as but not limited to data storage, file size and (frequent) use of telecommunication services.
- 2.6 Fall Back Scenario:
The possibility to continue business processes with an alternative system in the event Errors arise.
- 2.7 FileCap:
The software product FileCap which provides Customer with the agreed upon functionalities and may be provided On Premise, though a Managed Service Provider (MSP) or as Software-as-a-Service (SaaS).

2.8 IT-environment:

The IT-systems of Customer provided and maintained by Reseller, Customer or third parties, in which FileCap can be implemented.

2.9 Process Data:

The data entered within FileCap by Customer and/or data entered by third parties.

2.10 Subscription Term:

The term for which the FileCap license has been obtained by Customer. This period will be agreed upon in the purchase order or will be determined between Customer and Reseller or Contec B.V. in writing. In the absence of a different term, the Subscription term is 3 (three) years and limited to 1 (one) User.

2.11 Reseller:

Resellers of Contec B.V. who can offer FileCap and additional support to Customers, such as but not limited to Managed Service Providers (MSP).

2.12 Third Party General Conditions:

Third Party General Conditions are understood as the conditions, applicable to Third Party Products and services.

2.13 Third Party Products:

All products and services provided by Contec, the resulting provisions and related activities, which originate from third parties.

2.14 Any of the above words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

2.15 The headings above the articles of the Contract are only intended to increase the legibility of the terms. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

3 USER RIGHTS

3.1 Contec hereby grants Customer the non-exclusive, non-transferrable and revocable right to use FileCap for the Subscription Term.

3.2 Contec B.V. is not responsible for the purchase and / or proper functioning of the equipment or software of Customer, such as a solid internet connection, Infrastructure, IT-Environment or other hard- and software.

3.3 User rights are limited exclusively to own use of FileCap for the agreed upon processing unit, number of users or organizations. If no limitations have been agreed upon, user rights will be limited to the processing unit on which the Products and Services were first installed and the number of users or Organizations will be limited to 1 (one).

3.4 The right of use is limited to the object code. Rights to the source codes are not provided.

3.5 Reverse engineering, decompilation or any other translation of the objectcode to and for humans readable form of the FileCap software is prohibited, unless explicitly permitted by mandatory law. In the event Customer plans to translate FileCap as described in this clause, Customer will consult FileCap and seek its assistance in this matter prior to any action.

3.6 It is forbidden to copy, duplicate or modify FileCap in any way whatsoever and / or through third parties such as but not limited to changing its outward facing appearance or removing FileCap

logo's, without having received prior written permission from Contec B.V.

- 3.7 The user rights provided to Customer in these terms of use, cannot be transferred or assigned to third parties.
- 3.8 The user right only commences once payment has been made by Customer and other obligations resting on Customer have been fulfilled.
- 3.9 Contec may provide Customer – at Contec's sole discretion – with the option to add a Sub Portal System functionality to Customer's FileCap control panel, with which Customer can add its organizational structure to FileCap in order for its subsidiaries to have their own FileCap environment. All payments will be and will remain indebted by Customer, in the event Customer uses this additional functionality.

4 WARRANTY, MAINTENANCE AND SUPPORT

- 4.1 Contec B.V. does not warrant that FileCap and its services shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer.
- 4.2 The Warranty on the products will be provided in accordance with the applicable general terms and conditions of Contec B.V.
- 4.3 Contec B.V. is entitled to update and provide new releases to Customer at its own discretion and planning. Contec B.V. is entitled to postpone the fix of any Errors in FileCap to when a new update of FileCap becomes available.
- 4.4 Customer is required to immediately report possible Errors and interruptions to Contec B.V.
- 4.5 Customer will provide Contec B.V. access to its premises and the environment in which FileCap operates such as but not limited to data, programs, computers and servers. Customer will provide Contec B.V. remote access in accordance with the requirements as set by Contec B.V., in the event that remote support is provided.
- 4.6 This Contract also applies to possible changes and/or enhancements to FileCap.

5 INSTALLATION / IMPLEMENTATION

- 5.1 In the event FileCap is provided to Customer on a Customer owned server (On Premise) Contec B.V. will only be obligated to install and/or implement FileCap or have FileCap installed and/or implemented if agreed upon in writing.
- 5.2 Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by Contec B.V. have been met in order to ensure a successful installation and/or implementation.
- 5.3 Customer will ensure and is entirely responsible for fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

6 STATEMENT OF USE AND VERIFICATION

- 6.1 Depending on the way Customer has requested the provision of FileCap (i.e. hosted, SaaS or On Premise), the prices for the use of FileCap may be based, among other things, on the number of e-mail addresses registered with Customer within the Domain in which FileCap is installed. Customer is obliged to inform Contec of the number of registered e-mail addresses within the Domain (or the Domains) of Customer and to keep this information up-to-date. Customer is not permitted to decrease its user number without having obtained the prior written permission of Contec B.V.
- 6.2 FileCap subscriptions are available in two forms: user-based subscriptions and domain-based subscriptions. In the case of user-based subscriptions, a license is purchased per user, where a user is identified by a unique e-mail address. For the Customer, this implies that all internal users (e-mail addresses) who in any way make use of, or benefit from, the FileCap solution—this includes e-mail addresses used solely as recipients—must hold a valid license (subscription). E-mail addresses that cannot be directly linked to a specific individual (such as, but not limited to, info@, sales@, or finance@) must also be licensed if they make use of or benefit from the FileCap solution. Internal users are determined based on the e-mail domains configured by the Customer within the FileCap solution.

Domain-based subscriptions are calculated based on the total size of the Customer's organization. In this model, all users/e-mail addresses are considered as the basis for licensing, regardless of whether or not these users currently use or will use the FileCap solution. If this results in a disproportionately large basis, it is exceptionally permitted—subject to prior consultation and written approval from Contec B.V.—to use the number of active users in the organization's User Directory as the basis.

- 6.3 Contec B.V. is entitled itself or through the use of a third party, as long as Customer makes use of FileCap, to make unannounced verification visits to the locations where FileCap is used. Customer shall provide all necessary cooperation and access. In the event Customer refuses cooperation and/or access, Contec B.V. will be entitled to terminate the agreement immediately. In this event Customer will no longer be entitled to use FileCap and will be obligated to return or destroy any copies made thereof within 30 (thirty) days after the first request of Contec B.V.
- 6.4 Contec is entitled to incorporate technical limitations and control mechanisms in FileCap and its services in order to prevent and/or verify that the actual number of users, servers and/or workstations does not surpass the agreed upon number of users, servers and/or workstations. For instance, FileCap may use an automated instance reporting system, based on an API call to verify the use, Subscription Term, named users and other metrics. This process may not be blocked, disrupted or prevented by Customer directly and/or indirectly.
- 6.5 If, on the basis of the above described verification procedure or otherwise, it appears that the actual number of users, organizations, or other metric surpasses the number of users, organizations or other metric agreed upon, Customer will be obligated to immediately acquire the missing number of licenses for the unlicensed users, organizations, etc.

7 SECURITY

- 7.1 Contec will strive to provide all useful and necessary measures to ensure adequate operability and continuity of SaaS. Contec uses protection programmes and methods that are recent and prevalent in the market.
- 7.2 Contec will strive, in light of the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs used by Contec and/or stored Process-data, in light of the provisions provided for under the agreement. If Customer wishes specific security measures (for example in view of the nature of the Process data), Customer must explicitly submit this wish to Contec so that Contec can, if possible, make a proposal for possible implementation thereof and the prices for these measures.
- 7.3 Customer has the option to make use of Two Factor Verification while using FileCap. Customer is the only one responsible and able to select and provide its data transfers through FileCap with a security option such as Two Factor Verification. Customer indemnifies Contec for all claims based on the statement that FileCap has caused a security incident, such as but not limited to data breaches or (other) unauthorized access to confidential information.

8 (DATA) PRIVACY

- 8.1 If Customer is the 'controller' ('verantwoordelijke') in terms of the General Data Protection Regulation (GDPR) and Contec is the processor of personal data in terms of GDPR for Customer, all mentioned in this clause 8.1 is applicable.

- 8.2 Customer acknowledges that the data processing as instructed to Contec is lawful. Customer also acknowledges that it has ascertained that Contec offers appropriate technical and organizational measures as referred to in Article 28 paragraph 1 of the GDPR, which also includes security measures as referred to in Article 32 of the GDPR.
- 8.3 Customer will indemnify Contec against any allegation as a result of a violation of any person's privacy related to the foregoing.
- 8.4 Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of Contec for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for Contec. This information will not be provided to third parties, in the sense of GDPR, unless Contec is obligated to do so on the basis of a court order.

9 PRICES

- 9.1 All priced indebted by Customer based on this Contract, are mentioned in the pricelists maintained by Contec B.V. or its Resellers. Prices may include a setup fee for Customers with less than 10 (ten) named FileCap users.
- 9.2 Prices and options may vary according to the method of provision of FileCap parties have agreed upon. User based pricing may not be available for all types of FileCap provisioned.
- 9.3 All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 9.4 The prices agreed to between Contec B.V. and Customer are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing the agreement. Contec B.V. is authorized, in case of changes to one or more of the cost items, to adjust prices to these changes.
- 9.5 A price increase will not be valid until the 50th day after the day on which Customer was notified of the increase.

10 PAYMENTS

- 10.1 Contec B.V. will invoice the amount indebted for the Subscription Period, appropriately itemized, which is owed by Customer by advance. Customer will pay all amounts indebted within specified period on the invoice. These payments will not be subject to compensation or deduction, unless permitted by law.
- 10.2 Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. Contec B.V. reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.
- 10.3 Until full payment has been made, Contec B.V. has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.
- 10.4 Above mentioned stipulations leave all the legal rights of Contec B.V. unhindered.

11 (DELIVERY) DATES

- 11.1 All (delivery) dates which may be named by and may be applicable to Contec B.V. are determined to the best of Contec B.V.'s knowledge on the basis of information made known to Contec B.V. and will be taken into consideration as much as possible.
- 11.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Contec B.V. shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then Contec B.V. and Customer will consult with each other to agree on a substitute (delivery) date.
- 11.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by Contec B.V. Contec B.V. does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

12 CODE OF CONDUCT

- 12.1 Customer will make use of FileCap and/or other facilities offered in a responsible manner. It is prohibited to use the FileCap-service and/or other facilities offered in a manner that will result in:
 - a) damage in the system of Contec B.V. and/or third parties; or
 - b) interference with its use.
- 12.2 Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.
- 12.3 It is not permitted to use the FileCap-service and/or facilities offered for activities that are illegal and/or in violation of the agreement. The foregoing includes amongst others the following activities:
 - a) violation of a third party's rights or facilitating the violation of a third parties rights, such as but not limited to intellectual property rights and privacy rights;
 - b) noncompliance to law and other applicable regulations;
 - c) spamming (unrequested distribution (or creating the possibility for third parties) of advertisement and/or other messages);

- d) storage/distribution of (child) pornography;
- e) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;
- f) distribution or making available to third parties in any other manner of obscene, insulting and tormenting material and/or other material of similar nature;
- g) threats;
- h) storage and distribution of viruses, worms and/or other destructive activities;
- i) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or Contec B.V. and/or the performance or non-performance of any other act that makes hacking possible.

13 BACK-UPS

- 13.1 As FileCap does not contain a Back up feature and Contec B.V. has no access to Process Data, Contec will not Back-up any Process Data and/or other data. Customer will be responsible for making Back-ups on time for any data uploaded to and/or transferred within the FileCap software to the extent possible. Under no circumstance shall Contec B.V. be liable for these Back-ups for so far as but not limited to the complete or partial loss of these Back-ups and/or errors in the Back-ups or any data transferred with or uploaded to FileCap.
- 13.2 Customer declares to use FileCap only for non-critical business application and to have a Fallback Scenario in place in the event Errors arise in order to minimize interruptions in the business process.

14 USE OF IDENTIFICATION CODES

- 14.1 Contec B.V. will make Identification data, explicitly including (user) account credentials and - information, available to Customer for the use of FileCap. Customer will handle these Identification Data carefully. Customer will inform Contec B.V. by e-mail in case of loss, theft and / or other forms of unauthorized use of Identification Data so that the parties can take appropriate measures.
- 14.2 Customer bears all responsibility, liability and costs caused by the use of Customer's Identification data, used and / or distributed by Customer or his account or profile. Under no circumstances is Contec B.V. liable for the misuse and / or unauthorized use of the Identification Data.
- 14.3 If it can reasonably be assumed that abuse or unauthorized use has been made of the Customer's Identification Data, Contec B.V. may give instructions to Customer, which must be carried out. This way we can prevent the problem from getting bigger.
- 14.4 If it has been established that the Identification Data has been misused or that Customer has not complied with the instructions given by Contec B.V., Customer is immediately in default.

15 DATA TRAFFIC

- 15.1 Contec B.V. has no control over and / or insight into the content of the data traffic from and / or to Customer. Contec B.V. cannot give any guarantees regarding the content of data, for example with regard to its reliability and completeness. Contec B.V. is not responsible or liable for said content.
- 15.2 Contec B.V. reserves the right, at Contec B.V.'s sole discretion, if forced by law or a court order; and/or a third party informs Contec B.V. and/or a suspicion exists that through FileCap a violation is made of the rights of a third party; there is a breach of the Terms of Use of Contec B.V. and/or the agreement and the resulting obligations in question have not been met wholly

or partially, to bar access to FileCap and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.

- 15.3 Contec B.V. and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of Contec B.V. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of Contec B.V.
- 15.4 If – in the opinion of Contec B.V. – the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures undertaken by Contec B.V., Contec B.V. will be entitled to terminate the agreement, without being required to any damage compensation or restitution of monies paid.
- 15.5 Customer indemnifies and will keep Contec B.V. free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.
- 15.6 Contec B.V. is entitled to view log-files and the like for purposes of analyzing the use of FileCap. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of Contec B.V.).
- 15.7 All costs associated with transferring or migrating process data and / or other data at Customer's request from FileCap to any other application are entirely at the expense of Customer.

16 FAIR USE POLICY

- 16.1 Customer will take into account the principles of Fair Use when using FileCap and its services.
- 16.2 Contec has the right – at its sole discretion – to provide Customer with mandatory instructions with regard to Fair use of FileCap and its services.
- 16.3 Customer will follow the instructions given by Contec regarding Fair Use, which may involve an additional user fee. If Customer fails to follow the instructions given by Contec, Contec will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of FileCap to Customer. Contec will never be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by Contec or by a third party on behalf of Contec.

17 THIRD PARTY PRODUCTS

- 17.1 Contec B.V. has the right to deliver products and/or service origination from third parties or make use of products and/or services originating from third parties (Third Party Products), such as but not limited to hosting- and payment providers, in fulfilling its obligations flowing forth from the agreement.
- 17.2 If Contec B.V. delivers Third Party Products to Customer, general conditions of these Third Party will be applicable to the agreement in addition to the Terms of Use of Contec B.V.

18 LIABILITY

- 18.1 Contec B.V.'s total liability shall be limited to compensation for direct damage and to a maximum of the amount of the price paid for FileCap by Customer (excluding VAT), whereby a sequence of events is regarded as one event.
- 18.2 Contec B.V.'s liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or

claims from third parties against Customer, is expressly rejected.

- 18.3 Also excluded is the liability of Contec B.V. due to mutilation, destruction or loss of data or documents.
- 18.4 Contec B.V.'s liability exists solely when Customer immediately and appropriately notifies Contec B.V. of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Contec B.V. then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Contec B.V. is able to react adequately.

19 TRANSFER

- 19.1 Customer gives Contec B.V. in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to holding-, sister- and/or subsidiary companies, a third party in the case of merger or acquisition of Contec B.V. In the event this happens, Contec B.V. will inform Customer.

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 All intellectual property rights to the software made available to Customer are exclusively vested in Contec B.V. Customer only obtains the rights of use expressly granted in these terms of use.
- 20.2 Customer is not permitted to remove and / or change any designation concerning copyrights, trademarks, trade names or any other intellectual property right from the software.

21 DURATION

- 21.1 The right of use is granted for the Subscription Term.
- 21.2 If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in the same increments as agreed upon as initial Subscription Term.
- 21.3 If Customer acts in violation of the Terms of Use, Contec B.V. at all times the right to terminate the right of use with immediate effect.

22 TERMINATION OF SERVICES

- 22.1 Contec B.V. reserves the right to terminate, discontinue or change FileCap or the services related thereto in whole or in part. Customers cannot derive any rights from the availability of FileCap's functionalities at the time of entering into this user agreement, at the time of downloading or installing FileCap or at the time of putting it into use. Nor can Customer derive any rights from functionalities added during the course of the user agreement to FileCap.
- 22.2 Contec B.V. reserves the right to deny a Customer access to FileCap and/or make FileCap inaccessible, change, delete or discontinue FileCap (or parts thereof) including the data entered in the application, (temporarily or otherwise), without being obliged to provide any explanation

or compensation.

- 22.3 In the event FileCap was hosted On Premises for Customer, all data will remain available to Customer as the data is hosted on its own server. In the event FileCap is hosted by Contec or a third party, parties explicitly agree upon the fact that all file transfers (and data storage in FileCap as such) have expiration dates, and may be available for an additional period of time ("Retention Period"). This Retention Period can be set by Customer using the FileCap Administrator Panel. After the Retention Period, all data will be irretrievably removed.

23 NULLITY

- 23.1 If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

24 APPLICABLE LAW AND DISPUTE RESOLUTION

- 24.1 All agreements made between Contec B.V. and Customer are governed by the laws of The Netherlands. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 24.2 The General Conditions of Contec B.V. are applicable to this agreement. The General Conditions of Contec B.V. are available digitally via the website <https://www.contec.nl/> and will be sent to Customer upon first request at no charge. Customer explicitly declares to have received the General Conditions Contec B.V. and to agree with the General Conditions of Contec B.V.
- 24.3 Any dispute between parties arising under any agreement, which cannot be resolved amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration. If a dispute between parties concerns an amount less than € 250.000,- (two hundred and fifty thousand euros), parties mutually agree to place the dispute before 1 (one) arbitrator.
- 24.4 If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before the court of the District Overijssel, subdistrict (zittingsplaats) Almelo, The Netherlands.
- 24.5 Either party also may, without waiving any remedy under the agreement, seek from the court of the District Overijssel, subdistrict (zittingsplaats) Almelo any interim or provisional relief that is necessary to protect the rights or property of that party or initiate a debt collection procedure at the court of the District Overijssel, subdistrict (zittingsplaats) Almelo.

Enschede, October 2023