General Terms and Conditions

1. DEFINITIONS

1.1. Definitions used in these General Terms and Conditions have the meaning assigned to them in the Agreement or as described below:

a. **Administrator Account**: the user account that is only accessible to and can only be used by the Administrator.

b. **Administrator**: the End User who is responsible for the Management Account and who has the most extensive usage rights for the Software.

c. **Agreement**: the order confirmation, agreement or addendum or similar legally binding document on the basis of which OutSmart agrees to provide the Services to Customer.

d. **Customer**: the company that purchases the Services under the Agreement.

e. **End User**: a person who, under the responsibility of Customer, makes use of and can log in as a user to Customer's environment of the Software.

f. **General Terms and Conditions**: these general terms for the use and provision of the Services.

g. **Intellectual Property Right(s)**: all intellectual property rights and related rights, including but not limited to trademark rights, copyrights, patents, rights to know-how, database rights, design rights, domain name rights, trade name rights, regardless of whether these rights are registered, and including all applications, renewals, extensions and reissues of such rights anywhere in the world.

h. **OutSmart**: the legal entity OutSmart B.V., which is part of the Visma group and which provides the Services as further specified in the Agreement.

i. **Party(ies)**: OutSmart and Customer individually as a Party or jointly as Parties.

j. **Services**: the services that OutSmart provides to Customer as described in the Agreement.

k. **Software:** the Service consisting of software functionality that is made available and kept available to Customer on the basis of *Software as a Service* 'remotely' via the internet or another data network.

l. **Trial Subscription**: an Agreement under which Customer can use the Software free of charge for a limited period.

m. **Visma group**: Visma Nederland B.V. and all its direct and indirect subsidiaries.

2. APPLICABILITY

2.1. These General Terms and Conditions apply to all offers and agreements, including the Agreement and the Trial Subscription, whereby Services are provided by OutSmart to Customer.

2.2. During the term of the Agreement, OutSmart is entitled to change these General Terms and Conditions after prior notification via e-mail and/or via the Administrator Account to Customer with due observance of a period of at least 1 month before the changes take effect. In the event that a change results in a material deterioration of Customer's position, Customer has the right to terminate the Agreement with effect from the date of entry into force of the amended General Terms and Conditions.

2.3.   If any provision of the General Terms and Conditions or the Agreement is void or voided, prohibited or unenforceable, the other provisions of the General Terms and Conditions or the Agreement will remain in full force and effect. In that case, OutSmart will inform Customer about agreeing on a new provision to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the void or voided provisions.

2.4.   Oral communications, undertakings, offers or agreements expressly have no legal force unless confirmed in writing by OutSmart.

2.5.   The failure by OutSmart to exercise any right or authority vested in it under the Agreement or these General Terms and Conditions does not constitute a waiver of that right or authority and shall not affect OutSmart's ability to subsequently exercise that right or authority.

3.   PERFORMANCE OF THE AGREEMENT

3.1.   OutSmart will make every effort to perform the Services as a good contractor and with care in accordance with the provisions of the Agreement and the General Terms and Conditions. The Services are performed on the basis of a best efforts obligation unless explicitly agreed otherwise.

3.2.   Customer will provide OutSmart in a timely manner with the information and cooperation deemed necessary for OutSmart, which is reasonably necessary for the performance of the Agreement. Customer guarantees that the information it provides is correct and complete.

3.3.   Customer is responsible for the management, including control of the settings, of the use of the Services provided by OutSmart and the way in which the results of the Services are used. Customer is also responsible for the instruction and use by End Users.

3.4.   In the event that OutSmart employees or representatives perform work at Customer's location, Customer will provide the facilities reasonably desired by those employees or representatives, such as a workspace with computer, data and telecommunications facilities, free of charge. The workspace and facilities will meet all legal and other applicable requirements regarding working conditions. Customer will make the house and security rules applicable within its organization known to the employees or representatives deployed by OutSmart before the work commences.

3.5.   All terms stated by OutSmart have been determined to the best of its knowledge on the basis of the information known to OutSmart when the Agreement was entered into and will be observed as much as possible.

3.6.   Insofar as delivery dates and/or terms are stated in any Agreement, appendix, action plan or quotation, these are indicative and do not constitute strict deadlines, unless expressly stated otherwise. In all cases, therefore also if the Parties have expressly agreed a deadline in writing, OutSmart will only be in default after it has been given a proper, detailed and written notice of default by Customer and OutSmart after the expiry of a reasonable period given in that notice of default, still not properly fulfilled its obligations.

3.7.   OutSmart is not bound by (delivery) terms that can no longer be met due to circumstances beyond its control that occurred after the Agreement was entered into. If any term threatens to be exceeded, OutSmart and Customer will enter into consultation as soon as possible.

3.8.   Customer must be listed in the Commercial Register of the Chamber of Commerce and must immediately submit an extract upon the request of OutSmart. In so far as Customer is not listed in the Commercial Register of the Chamber of Commerce, OutSmart is authorized to terminate the Services at its own discretion. Any unpaid amounts become immediately due and payable.

3.9.   If Customer has a Trial Subscription, Customer can try the Software for free for a limited period. The duration of this period is determined at the sole discretion of OutSmart. OutSmart reserves the right to terminate the Trial Subscription at any time and permanently delete all data Customer has entered

into the trial account. If Customer has used a Trial Subscription and still has an active Administrator Account, Customer can purchase a paid version of the Software via the license manager. If Customer no longer has an active Administrator Account or cannot order the Software online for any other reason, Customer must contact OutSmart.

4. USE OF DATA

4.1. When using the Software, Customer adds data to the Software (**Customer Data)** and usage data is generated by the End Users (hereinafter "**Usage Data**"), collectively referred to as **Data**. Data may include personal data as well as non-personal data.

4.2. Data include, among other:

A. *Technical information and traffic data*, such as operating system type, browser type, device, keyboard language and IP address;

B. *Aggregated data generated by Customer or End Users*, such as the duration of sessions, the number of sent quotations, work order and/or invoices, password resets, number and type of documents/photos and records processed;

C. *Non-aggregated Customer or End User generated data*, such as the context and content of support tickets, chat boxes, security logs, and the like, and;

D. *Production data*, such as images, files or databases of Customer Data, is subject to strict safeguards.

4.3. Use of Data, as set forth above, is limited to the following purposes:

A. *Provision of the Services,* as defined in article 1.1.

B. *Improvement of Software and user experience,* for example by analyzing aggregated usage patterns, enabling individual user preferences, or as set forth above for limited production data.

C. *Marketing and displaying relevant information*, for example for additional or value-added Software and providing relevant market updates or information.

D. *Security and related purposes*, for example by analyzing session and login data (including in real time), incident registrations and the like to prevent, investigate and document security vulnerabilities and incidents (such as breaches, fraud and various forms of hacking), and the security of the Software.

E. *Statistics and research*, for example, regarding the amount of Data passing through our systems, including the use of aggregated and anonymous statistics in general marketing, and as value-added Software or services, such as in-app market statistics relevant to Customer.

F. *Compliance*, OutSmart may use and analyze Usage Data for compliance purposes with the Terms and Conditions, for example by logging in when a Customer accepts the Terms and Conditions.

G. *Development and testing*, for example, by analyzing aggregate usage patterns, providing Data to develop new technologies and products, improving the user experience, testing the load of new or updated Software, or technology feasibility.

4.4. OutSmart may also use relevant information from publicly or commercially available sources and combine such information with Data as described above, for example to provide lookup functions in company registers.

4.5. A precondition for the use of Data for the above purposes is that this use is in accordance with the applicable legislation, including the necessary security measures to guarantee the confidentiality, integrity and availability of the Data. To the extent that personal data is part of such data processing, it must be anonymized. If anonymization is not possible for technical or practical reasons, OutSmart will take alternative measures to ensure the same level of protection.

4.6. OutSmart may share Data with other Visma group companies, vendors and partners subject to the same conditions and restrictions as set forth herein. OutSmart will only share Data with third parties in the following situations:

A. to comply with law or regulation, or to respond to a legally binding request from authorities, such as a court order or warrant;

B. to investigate serious security threats or fraud, or to prevent such threats or fraud;

C. any reorganization, merger, sale or purchase of OutSmart, in whole or in part, whereby confidential information may be disclosed to other companies of the Visma group, or to potential purchasers who comply with the obligations herein by means of a confidentiality agreement.

4.7. Unless the Parties have agreed otherwise, OutSmart will not sell, rent or lease Data to any third party.

4.8. OutSmart will promptly notify Customer of any request for disclosure of Data received directly from government authorities, unless such notification is prohibited by law. OutSmart will not respond to such requests unless Customer has given its consent. OutSmart will only disclose Data to government authorities to comply with legally binding requests, such as a court order or warrant.

4.9. Customer remains entitled to the Data. Customer itself determines and is responsible for which Data is stored, edited, processed or otherwise entered using the Software. OutSmart is not obliged to check the correctness and completeness of the Data and is therefore not liable for the consequences of the use of incorrect and/or incomplete Data supplied by Customer. Customer indemnifies OutSmart against claims from third parties for compensation for damage that these third parties could recover from OutSmart in any way, insofar as this claim is based on the use of the Software, by Customer.

5. CONFIDENTIALITY

5.1. Either Party may obtain Confidential Information from the other Party that should reasonably be deemed to be owned by the providing Party, to be confidential or to be competitively sensitive (Confidential Information). The Parties will keep Confidential Information confidential and take reasonable steps to protect the other Party's Confidential Information, and will not disclose it to third parties unless the other Party is authorized to do so, or if required by mandatory legal provisions or binding decisions of judiciary or regulatory authorities.

5.2. Unless otherwise agreed in writing, OutSmart is permitted to mention the conclusion or existence of the Agreement in one or more (press) releases. OutSmart is entitled to place Customer's name and logo on the OutSmart website and/or a reference list and to make these available to third parties for information.

6. PRIVACY

6.1. Insofar as the Agreement entails processing of the personal data by OutSmart on behalf of and for the purposes of Customer, OutSmart acts as processor in this regard. In that capacity, OutSmart will comply with all legal obligations incumbent on it as a processor. OutSmart will process the personal data under the conditions as set out in the data processing agreement applicable between the Parties.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All Intellectual Property Rights in the Software or other materials developed or made available to Customer under the Agreement are and remain vested exclusively in OutSmart, its licensors or suppliers. Customer only acquires the rights of use that are expressly granted by these General Terms and Conditions, the Agreement and the law. A right of use accruing to Customer is for the duration of the Agreement and is non-exclusive, non-transferable, non-pledgeable and non-sublicensable. Customer shall not have the right to copy, distribute, commercialize, exploit, make amendments to

or alter in any way (all or part of) the Software. Customer explicitly has no right to access the source code or the source files of the Software, except in cases where it is allowed by mandatory law.

7.2. OutSmart indemnifies Customer against any claim by a third party based on the allegation that Software or other materials developed by OutSmart itself infringe an Intellectual Property Right of that third party, provided that Customer immediately informs OutSmart in writing of the existence and leaves the content of the claim and the handling of the case, including making any settlements, entirely to OutSmart. To this end, Customer will provide OutSmart with the necessary powers of attorney, information and cooperation to defend itself against these claims. This obligation to indemnify lapses if the alleged infringement is related (i) to materials made available to OutSmart by Customer for use, processing or maintenance, or (ii) to changes made by Customer to the Software or other materials without OutSmart' written consent. If it is irrevocably established in court that the Software or other materials developed by Customer itself infringe any Intellectual Property Right belonging to a third party or if OutSmart believes there is a reasonable chance that such an infringement will occur, OutSmart will, if possible, ensure that Customer can continue to use the delivered Software or functionally equivalent other software. Any other or further indemnification obligation of OutSmart for infringement of an Intellectual Property Right of a third party is excluded.

8. RATES AND PAYMENT

8.1. The rates to be paid by Customer to OutSmart are stated in (an appendix to) the Agreement and/or in the Administrator Account.

8.2. All rates are exclusive of VAT and in euros.

8.3. Customer can never derive any rights or expectations from a hour estimation or budget issued by OutSmart. An available budget made known by Customer to OutSmart shall never be regarded as a (fixed) price agreed between the Parties for the services to be performed by OutSmart. OutSmart is only obliged to inform Customer in the event of an imminent exceeding of a cost estimate or budget issued by OutSmart if this has been agreed in writing between the Parties.

8.4. OutSmart has the right to increase the rates annually based on indexation or due to general price and cost increases. Additionally, OutSmart can change the fees for the Services twice a year with at least one (1) month's prior notice to Customer.

8.5. Amounts due shall be paid by Customer according to the agreed payment conditions or as stated on the invoice. Fees owed on a quarterly basis must be paid by direct debit. Fees owed on an annual basis must as a general rule also be paid by direct debit, but can be paid by bank transfer to a bank account specified by OutSmart if agreed upon. In the case of payment by direct debit, Customer shall provide all necessary authorizations. It is the responsibility of Customer to provide OutSmart with complete, accurate, and up-to-date debit information. Customer shall ensure there is always a sufficient balance on the bank account intended for the direct debit. In the case of a failed direct debit, Customer must pay the amounts invoiced by OutSmart by other means before the end of the payment term. Costs and/or fees arising from a failed direct debit transaction will be charged to Customer.

8.6. Unless expressly agreed otherwise in writing, a payment term of 14 days after the invoice date applies to all invoices. If Customer does not agree with the amount stated on the invoice, Customer must report this to OutSmart in writing and substantiated within 10 days of the date of the invoice. After the expiry of the aforementioned term, Customer is deemed to have agreed to the invoice. Customer is not entitled to suspend any payment, nor to set off any amounts owed.

8.7. Unless otherwise agreed in writing, all fees are due and non-refundable in advance, including unused credits, user accounts, Software, or days remaining in a subscription period. This unless the availability of the Software is significantly reduced for reasons attributable solely to OutSmart. OutSmart may, in

its sole discretion and as its sole remedy, offer a reasonable refund for the fees accrued during such period of reduced availability.

8.8. If Customer does not pay the amounts due within the agreed term, Customer will owe the statutory interest for commercial transactions on the outstanding amount, immediately and without any further notice of default being required. If the claim is handed over, Customer is also obliged to pay the extrajudicial costs and the actual costs involved in legal proceedings, related to the collection of this claim or the exercise of legal rights in any other way.

8.9. If Customer fails to fulfill its obligations towards OutSmart and is in default, OutSmart has the right, after careful consideration of interests and written notice, to suspend further performance of the Agreement, in whole or in part.

8.10. Additional work will be invoiced directly after written order has been issued by Customer, unless expressly agreed otherwise in writing. Additional work is understood to mean the work that falls outside the content or scope of the work agreed in writing.

9. INFORMATION

9.1. If OutSmart (for example by the service center, by sales personnel, or by consultants) provides Customer employees with substantive information or advice in the field of taxation, legislation and regulations and/or other subjects of legal or administrative nature, this is done under the condition and in the expectation that Customer will verify the information and/or advice or have it verified by experts. OutSmart accepts no responsibility or liability for the correctness and/or completeness of this information/advice.

10. LIABILITY

10.1. The total liability of OutSmart due to an attributable shortcoming in the fulfillment of the Agreement, or on any legal ground whatsoever, expressly including any shortcoming in the fulfillment of a warranty obligation or indemnification agreed with Customer, is limited to compensation for direct damage up to a maximum equal to total fees (exc. VAT) stipulated for one year. In no event shall OutSmart's total, cumulative liability for any reason whatsoever, exceed EUR 100,000 (one hundred thousand euros).

10.2. OutSmart can only be held liable for compensation for direct damage. Direct damage is exclusively understood to mean: a) the costs which Customer has incurred for keeping its old system or systems and associated facilities operational for a longer period of time because OutSmart has failed to perform on a date which is binding for it, less any savings resulting from the delayed performance; b) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article; c) reasonable costs incurred to prevent, limit or repair damage, insofar as Customer demonstrates that these costs have led to limitation of direct damage within the meaning of this article; d) the costs of emergency facilities, such as switching to other systems, hiring third parties or using emergency procedures or different working methods.

10.3. OutSmart is not liable for any indirect damage, including loss of turnover and profit, loss of data, (damage) claims from third parties, fines or additional assessments, missed proceeds or savings, reputational damage or other indirect or consequential damage arising from or in connection with the non-compliance with any obligation or any unlawful act by OutSmart.

10.4. A condition for the existence of any right to compensation is always that Customer reports the damage in writing to OutSmart as soon as possible after discovery (but no later than within one (1) month).

10.5. OutSmart 's liability for damage resulting from death, physical injury or material damage to property will never exceed EUR 1,250,000 (one million two hundred and fifty thousand euros). The previous paragraphs of this article do not apply if and insofar as the relevant damage is caused by intent or willful misconduct on the part of OutSmart.

10.6. The exclusions and limitations of OutSmart 's liability, as described in the preceding paragraphs of this article 10, leave the other exclusions and limitations of OutSmart's liability under these General Terms and Conditions and/or the Agreement entirely unaffected.

11. FORCE MAJEURE

11.1. In the event of force majeure on the part of one of the Parties, the obligations under this Agreement will be suspended as long as the force majeure situation continues. Force majeure also includes a shortcoming on the part of OutSmart' suppliers. However, the suspension will not apply to the obligations to which the force majeure does not relate and/or the obligations that arose before the force majeure situation occurred.

11.2. If the force majeure situation lasts longer than sixty days, the Parties have the right to terminate the Agreement by means of a registered letter, unless it is foreseeable that the force majeure situation will be resolved within a reasonable period of time. In that case, what has already been performed as a result of the Agreement will be settled proportionally, without the Parties owing each other anything.

12. SUBCONTRACTING AND ASSIGNMENT

12.1. OutSmart is allowed to use third parties in the performance of its obligations. The effect of art. 7:404 of the Dutch Civil Code is hereby expressly excluded. Customer is not permitted to transfer the rights under the Agreement to a third party without the prior written consent of OutSmart.

13. DURATION AND TERMINATION

13.1. The Agreement commences on the date agreed upon in the Agreement or, in the absence thereof, the date on which the Agreement is digitally signed or approved by Customer. A Trial Subscription commences when Customer has completed the registration for the Trial Subscription. If OutSmart has issued a quotation for the Services to be provided, the Agreement commences when the quotation is signed by both Parties. The Agreement is entered into for the duration specified in the Agreement or, in the absence thereof, for an initial period of one (1) year. Upon expiration of the initial period, the Agreement is tacitly renewed each time for a period equal to the initial period.

13.2. Unless expressly agreed otherwise in writing, the Parties are only entitled to terminate the Agreement in writing at the end of the agreed (initial or subsequent) term of the Agreement, subject to a notice period thirty (3) days.

13.3. Unless expressly provided otherwise in the General Terms and Conditions or agreed in the Agreement, the Parties are not permitted to terminate the Agreement prematurely. Article 7:408 of the Dutch Civil Code does not apply.

13.4. In addition to the right to terminate the Agreement in accordance with article 13.2, a Party is entitled to dissolve the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, without any obligation to compensate the other Party for any damage, if one of the following circumstances occurs:

   a. the other Party is declared bankrupt;
   b. the other Party is granted a (temporary or otherwise) suspension of payments;
   c. the other Party's business is liquidated or discontinued.

13.5. In the event of dissolution, the dissolution will only have effect for the obligations arising after the moment of dissolution and the dissolution will therefore not have retroactive effect.

13.6. Upon termination of the Agreement, all rights of Customer with regard to the Services will expire. Rights and obligations under the Agreement between OutSmart and Customer, which by their nature and content are intended to last, including with regard to intellectual property, liability, confidentiality, force majeure and dispute settlement, shall remain in full force and effect after termination or dissolution of the Agreement.

14. FURTHER PROVISIONS FOR SOFTWARE

14.1. The provisions as described in this article 14 only apply to the provision of Services by OutSmart and the use thereof by Customer if it concerns Software.

Execution of Software

14.2. OutSmart will make reasonable efforts to ensure that the agreed Software functions properly and strives for the highest possible availability, quality and security of the Software. OutSmart reserves the right to change the technical and functional properties of the Software in the interim in order to improve them and to correct any errors or to comply with applicable laws and regulations. If such an adjustment leads to a material deviation in the functionality of the Software, OutSmart will inform Customer thereof in writing or electronically.

14.3. OutSmart does not guarantee that the Software will function without errors, malfunctions or interruptions. OutSmart will make an effort to repair errors in the Software, equipment, infrastructure and/or management environment within a reasonable period of time if and insofar as it concerns Software, equipment, infrastructure or management environment that has been developed or built by OutSmart itself and the faults concerned have been reported to OutSmart by Customer in a detailed manner. OutSmart may, where appropriate, postpone the repair of the defects until a new version of the Software, equipment, infrastructure or management environment is brought into use. OutSmart cannot guarantee that all errors will be corrected. OutSmart is entitled to implement temporary solutions, work-arounds or problem-avoiding restrictions in the Software.

14.4. OutSmart may temporarily shut down the Software in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. OutSmart will not allow the decommissioning to last longer than necessary and, if possible, have it take place outside its usual office hours.

14.5. OutSmart may continue to execute the Software using a new or modified version of the Software. OutSmart is not obliged to maintain, change or add certain features or functionalities of the service or Software specifically for the customer.

14.6. In the event of introducing a replacement application with equivalent and/or more extensive functionality than existing Software, OutSmart is allowed to migrate Customer to this replacement application, which will then be a Software within the meaning of the Agreement. In such cases, OutSmart has the right to charge reasonable costs for the migration separately to Customer. OutSmart will announce these costs in advance. Customer then has a period of thirty (30) days to indicate whether it agrees to the costs associated with the migration. If Customer indicates within this period that it does not wish to bear any costs, the Parties shall enter into mutual consultation. If the Parties

do not reach agreement on the costs, the Parties have the right to terminate the Agreement prematurely, subject to a notice period of six (6) months, unless the notice period under these General Terms and Conditions or Agreement is shorter.

14.7. OutSmart is entitled to communicate directly with End Users within the Software (i) insofar as this is necessary with regards to guaranteeing the security and/or the quality of its services (ii) to send notifications regarding maintenance or new functionalities and/or products, or (iii) to directly offer related additional services.

Access to the Software

14.8. For the use of the Software, OutSmart and/or Customer will generate a username and password for each End User, in accordance with the protocols prescribed by OutSmart, with which the Software can be used by an End User. This username and password are non-transferable and strictly personal. Customer and each End User are responsible for the confidential use of username, password and for (the consequences of) any misuse thereof. Customer and each End User must comply with the System Requirements at all times when using the Software. OutSmart reserves the right to adjust these System Requirements at its sole discretion and at any time.

14.9. OutSmart is entitled to restrict access to the Software in the event of unauthorized use or misuse of the Software by Customer and/or End User and/or in the event of unauthorized use of the Software by third parties. If this is reasonably possible in view of the urgency of the case, OutSmart will inform the End User about this prior to restricting access. OutSmart will never be obliged to pay any compensation to the End User due to restricting access in the aforementioned cases.

14.10. Customer guarantees that he, and the End User, shall observe the following rules when using the Software:

A. Customer and End User will protect its equipment, software, infrastructure and internet connection against viruses, computer crime and (other) unlawful use by the user(s) or third parties;

B. Customer and End User will not disrupt or damage the Software, (computer) networks or infrastructures of OutSmart or other users, or cause nuisance, limited use or unforeseen use (for other users) in relation thereto;

C. Customer and End User will adhere to the fair use policy available at https://out-smart.com/legal

D. Customer and End User will not misuse means of access or breach and/or attempt to breach the security of the Software;

E. Customer and End User will not do or omit anything that they know or should reasonably have known that could lead to use of the Software that is punishable or unlawful towards OutSmart and/or third parties;

F. Customer and End User will not without permission enter a computer system or a part thereof that is connected to the Software (*hacking*);

G. Customer and End User shall in no way infringe any intellectual property rights of OutSmart and/or third parties in connection with the Services; and

H. Customer and End User will not disclose, reproduce or otherwise use information and data that OutSmart provides in the context of the Software, other than for use in the internal business operations of Customer.

I. The use of the Software by Customer and End User is at their own discretion and risk and Customer and End User are responsible for any damage to a computer system or loss of data resulting from the use of the Software.

J. Customer is obliged to report errors which it discovers in the Software made available by OutSmart to OutSmart without delay.

Integrations and data exchanges with third parties.

14.11. Customer may enter into agreements with third parties in order to enter into integrations/data exchanges and/or purchase services in addition to the Services.

14.12. Customer will enter into the agreements referred to in article 15.11 directly with the third parties concerned, in which OutSmart (in its capacity as supplier of the Services) is in no way involved. Such parties are not sub-processors of OutSmart and OutSmart is not liable in any form for the actions of these parties.

14.13. If Customer chooses to (directly) connect/integrate the Software environment with a third party, whether or not using one or more interfaces from OutSmart, Customer hereby grants OutSmart permission for the exchange of data between OutSmart and the party concerned insofar as this is considered necessary by this party for the services. This can also mean the exchange of personal data and the storage of access or identification codes / tokens in order to realise this data exchange / integration.

14.14. Customer is responsible for the correct design and realisation of integrations and/or data exchanges (including authorisations), whether or not using one or more interfaces from OutSmart, between the Software and the third party or parties selected by Customer. OutSmart is never responsible and/or liable for the (correct) functioning of Customer software and/or third parties which communicate with the Software.

14.15. If Customer uses one or more integrations made available by OutSmart, Customer is granted a non-transferable, non-exclusive and non-sublicensable right of use for the duration of the Agreement to use the integration within its own organisation for internal purposes only. OutSmart reserves the right to charge additional costs for the use of the links by Customer and/or third party/parties.

14.16. OutSmart is permitted to apply application throttling at its own discretion at any point in time when the traffic generated by Customer via the connection overloads the OutSmart system to such an extent that the performance for other users is degraded or impaired.

Consequences of termination in respect of Software

14.17. After termination of the Agreement, Customer will be given the opportunity to export the Data entered when using of the Software. If it is reasonably not feasible for Customer to manage the export of the aforementioned Data, Customer may request OutSmart to provide a one-time delivery of the Data for a fee. OutSmart will make the Data available to Customer in a generally acceptable format so that this Data can be reasonably processed by Customer. Other than by virtue of provisions of mandatory Dutch law, OutSmart does not accept any obligation to retain the Data entered by Customer. If Customer has not indicated immediately after termination of the Agreement that it wishes the aforementioned transfer of Data, OutSmart will, three (3) months after the end date of the Agreement, delete and destroy the Data stored, edited, processed, or otherwise entered by means of the Software from the system on which it is stored, without prior notice.

Notifications

14.18. Information on new functions, price changes or planned maintenance is provided in the Software, on the web pages of the Software, in the online community or by e-mail.

14.19. Notifications regarding order confirmations, information of special interest, security or privacy, will be sent to the e-mail address of the primary contact.

14.20. Customer is responsible for providing up-to-date contact information at all times, including a primary maintained contact email.

14.21. All notices shall be deemed to have been sent and shall take effect immediately when sent or posted by OutSmart.

15. SOFTWARE OF SUPPLIERS

15.1. If and insofar as OutSmart provides third-party Software to Customer, the (license) conditions of those third parties shall apply with respect to that Software, unless the Parties have expressly agreed otherwise in writing. If and insofar as the intended conditions of third parties are deemed not to apply or are declared inapplicable in the relationship between Customer and OutSmart for any reason, the provisions of these General Terms and Conditions shall apply in full.

16. MISCELLANEOUS

16.1. Dutch law applies to the Agreement and the General Terms and Conditions. The applicability of the Vienna Sales Convention is excluded.

16.2. All disputes arising from or in connection with the Agreement and the General Terms and Conditions shall be settled by the competent court in the district where Outsmart has its registered office.
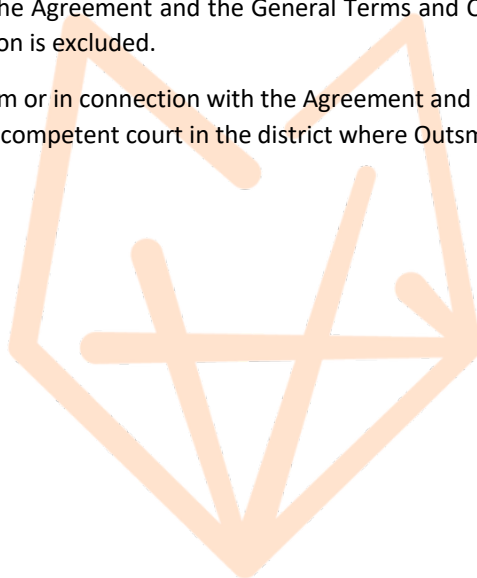
Annex 1: Data Processing Agreement

1. INTRODUCTION

1.1. This Annex 1 applies to Processing (as defined herein) of Personal Data (as defined herein) by OutSmart as Processor on behalf of Customer as Controller under the Agreement.

2. DEFINITIONS

2.1. The definitions Controller, Data Subject, Personal Data, Personal Data Breach, Processing of Personal Data, Processing and Special Categories of Personal Data (Sensitive Personal Data) as used in this Annex 1 have the same meaning as in the EU 2016/679 General Data Protection Regulation ("GDPR").

3. SCOPE

3.1. Annex 1 regulates the Processor's Processing of Personal Data on behalf of the Controller, and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organizational measures according to applicable privacy legislation, including the GDPR.

3.2. The purpose behind the Processor's Processing of Personal Data on behalf of the Controller is to fulfill the Agreement.

3.3. Annex 1 takes precedence over any conflicting provisions regarding the Processing of Personal Data in the Agreement or in other former agreements or written communication between the Parties.

4. THE PROCESSOR'S RIGHTS AND OBLIGATIONS

4.1. The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's written instructions. By entering into the Agreement, the Controller instructs the Processor to process Personal Data in the following manner; i) only in accordance with applicable law, ii) to fulfill all obligations according to the Agreement, iii) as further specified via the Controller's ordinary use of the Processor's services and iv) as specified in this Annex 1.

4.2. The Processor has no reason to believe that legislation applicable to it prevents the Processor from fulfilling the instructions mentioned above. The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.

4.3. The categories of Data Subject's and Personal Data subject to Processing according to this Annex 1 are outlined in Appendix A and may be further detailed in the Agreement.

4.4. The Processor shall ensure the confidentiality, integrity and availability of Personal Data are according to the privacy legislation applicable to The Processor. The Processor shall implement systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

4.5. The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to the Processor, in fulfilling the Controller's obligations under applicable privacy legislation with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

4.6. If the Controller requires information or assistance regarding security measures, documentation or other forms of information regarding how the Processor processes Personal Data, and such requests exceed the standard information provided by the Processor to comply with applicable privacy legislation as Processor, the Processor may charge the Controller for such request for additional services.

4.7. The Processor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with the Agreement. This provision also applies after the termination of the Agreement.

4.8. The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about privacy incidents.

4.9. Further, the Processor will to the extent it is appropriate and lawful notify the Controller of;

   a. requests for the disclosure of Personal Data received from a Data Subject,

   b. requests for the disclosure of Personal Data by governmental authorities, such as the police.

4.10. The Processor will not respond directly to requests from Data Subjects unless authorized by the Controller to do so. The Processor will not disclose information tied to this Annex 1 to governmental authorities such as the police, hereunder Personal Data, except as obligated by law, such as through a court order or similar warrant.

4.11. The Processor does not control if and how the Controller uses third party integrations through the Processor's API or similar, and thus the Processor has no ownership to risk in this regard. The Controller is solely responsible for third party integrations.

4.12. The Processor might Process Personal data about users and the Controllers use of the service when it is necessary to obtain feedback and improve the service. The Controller grants the Processor the right to use and analyze aggregated system activity data associated with your use of the Services for the purposes of optimizing, improving or enhancing the way the Processor provides the services and to enable the Processor to create new features and functionality in connection with the services. The Processor shall be considered the Controller for such processing and the processing is therefore not subject to this Annex 1.

4.13. When using the service, the Controller will add data to the Software ("Customer Data"). The Controller acknowledges and does not object to the Processor using Customer Data in an aggregated and anonymized format for improving the services delivered to customers, research, training, educational and/or statistical purposes.

5. **THE CONTROLLER'S RIGHTS AND OBLIGATIONS**

5.1. The Controller confirms by the signing of the Agreement that:

   a. The Controller has legal authority to process and disclose to the Processor (including any subprocessors used by the Processor) the Personal Data in question.

   b. The Controller has the responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to the Processor.

   c. The Controller has fulfilled its duties to provide relevant information to Data Subjects and authorities regarding processing of Personal Data according to mandatory data protection legislation.

d. The Controller shall, when using the services provided by the Processor under the Agreement, not communicate any Sensitive Personal Data to the Processor, unless this is explicitly agreed in the Agreement.

6. USE OF SUBPROCESSORS AND TRANSFER OF DATA

6.1. As part of the delivery of Services to the Controller according to the Agreement and the General Terms and Conditions, the Processor will make use of subprocessors and the Controller gives its general consent to usage of subprocessors. Such subprocessors can be other companies within the Visma group or external third party subprocessors. All subprocessors are included in Appendix B. The Processor shall ensure that subprocessors agree to undertake responsibilities corresponding to the obligations set out in this Annex 1.

6.2. An overview of the current subprocessors with access to Personal Data can be found in the OutSmart Trust Centre on this website: https://www.visma.com/trust-centre-products/outsmart. The Processor may engage other EU/EEA located companies in the Visma Group as subprocessors without the Visma company being listed at Trust Centre and without prior approval or notification to the Controller. This is usually for the purposes of development, support, operations etc. The Controller may request more detailed information about subprocessors.

6.3. If the subprocessors are located outside the EU or the EEA, the Processor is entitled to transfer personal data outside the EU/EEA, provided that this transfer complies with the relevant provisions of Chapter V of the GDPR (for example, if the transfer is based on an adequacy decision (Article 45 GDPR) or the transfer is subject to appropriate safeguards (Article 46 GDPR)).

6.4. The Controller shall be notified in advance of any changes of subprocessors that Process Personal Data. If the Controller objects to a new subprocessor within 30 days after a notification is given, the Processor and Controller shall review the documentation of the subprocessors compliance efforts in order to ensure fulfillment of applicable privacy legislation. If the Controller still objects and has reasonable grounds for this, the Controller can not reserve themselves against the use of such a subprocessor (due to the nature of online standard Software in particular), but the Customer may terminate the Agreement for which the subprocessor in dispute is being used for.

7. SECURITY

7.1. The Processor is committed to provide a high level of security in its products and services. The Processor provides its security level through organizational, technical and physical security measures, according to the requirements on information security measures outlined in the GDPR article 32.

7.2. The Controller shall be responsible for the appropriate and adequate security of the equipment and the IT environment under its responsibility.

8. AUDIT RIGHTS

8.1. The Controller may audit the Processor's compliance with this Annex 1 up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently. To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must as a main rule be mutually agreed between the Parties. Audits shall always be performed by a neutral third party auditor of the Processor's choosing.

8.2. If the requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior twelve months, and the Processor confirms that there are no known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

8.3. In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processors policies, and may not unreasonably interfere with the Processors business activities.

8.4. The Controller shall be responsible for any costs arising from the Controller's requested audits. Requests for assistance from the Processor may be subject to fees.

9. TERM AND TERMINATION

9.1. Annex 1 is valid for as long as the Processor processes Personal Data on behalf of the Controller under the Agreement.

9.2. Upon termination of the Agreement, the Processor will delete or return Personal Data processed on behalf of the Controller, according to the applicable clauses in the Agreement and/or the General Terms and Conditions. Such deletion will take place as soon as reasonably practicable, unless EU or local law requires further storage. Unless otherwise agreed in writing, the cost of such actions shall be based on; i) hourly rates for the time spent by the Processor and ii) the complexity of the requested process.

10. LIABILITY

10.1. For the avoidance of doubt, the Parties agree and acknowledge that each Party shall be liable for and held accountable to pay administrative fines and damages directly to data subjects which the Party has been imposed to pay by the data protection authorities or authorized courts according to applicable privacy legislation. Liability matters between the Parties shall be governed by the liability clauses as included in the General Terms and Conditions.

Appendix A – Categories of Personal Data and Data Subjects, Purpose and Duration

A.1   Categories of Personal Data
- (Customer) Names
- Names of employees
- Address details
- Email addresses
- Phone numbers
- IP addresses

A.2   Categories of Data Subjects
- Contacts of (potential) customers, as well as contacts of Customer's clients

A.3   Purpose of Processing
The purpose of processing Personal Data by the Processor on behalf of the Data Controller for processing is:

To provide the Services in accordance with the Agreement.

A.4   Nature of Processing
The processing of Personal Data by the Processor on behalf of the Controller for processing mainly involves (the nature of processing):

The storage/hosting, modification and transmission of Personal Data entered by Customer when using the Services..

A.5   Duration
The Controller determines how long the data remains in the system and deletes it when it is no longer needed or for other reasons. The data will in any case not be processed for a duration exceeding the term of the Agreement, unless explicitly agreed otherwise in writing.