

OFFICEBOOKING'S GENERAL TERMS AND CONDITIONS OF DELIVERY

Registered with the Dutch Chamber of Commerce of The Hague under number: 55968228

PART A: GENERAL PART

Article 1 Definitions

In these Terms and Conditions of Delivery, the terms below are defined as follows:

- 1.1 General terms and conditions: the general terms and conditions of delivery of Officebooking B.V. for the provision of SAAS-Services, Other Services, and Products;
- 1.2 Client account: an account created for the Client for the use and management of the SAAS-Services within the Platform;
- 1.3 Services: collective name for all services to be provided by Officebooking, also including SAAS-Services and Other Services;
- 1.4 User: Client or a collaborator of Client who effectively makes use of the Services or Products;
- 1.5 Agreement: the agreement between the Client and Officebooking including any agreed modifications which these General Conditions are applicable to;
- 1.6 Officebooking: the private limited liability company "Officebooking B.V.", registered at the Dutch Chamber of Commerce under number 55968228;
- 1.7 Client: the natural or legal person, as well as their representative and proxy, who have entered into an Agreement with Officebooking;
- 1.8 Other Services: the whole of design, development, installation, and maintenance activities established with the Client that are conducted in support of the SAAS-Services to be provided;
- 1.9 Parties: the Client and Officebooking;
- 1.10 Platform: the Officebooking service platform, consisting of the whole of internet services, software, data, and applications used by Officebooking to provide various on-line services to the Client and Client's Users;
- 1.11 Products: products purchased by the Client from Officebooking;
- 1.12 Project-starting date: the date on which the provision of services of Officebooking enter into effect;
- 1.13 SAAS-Services: the provision of services by Officebooking consisting of the (continued) provision of the Platform, and on-line support services and Client data, as further described in the Agreement against a subscription fee.

Article 2 Applicability Officebooking General Conditions

- 2.1 These General Conditions are applicable to all quotations, orders, sub-orders, and Agreements with Officebooking.

- 2.2 Officebooking has the right to modify these General Conditions. The latest version, i.e., the version applied at the time the order came about, is at all times the valid version. Officebooking will inform Client no later than two (2) months before entry into effect of the changes. If Client does not agree with the intended changes, then Client can terminate the Agreement with termination taking effect on the date on which the changes enter into effect.
- 2.3 The applicability of general or specific (purchasing) conditions of Client is expressly rejected by Officebooking.

Article 3 Offers and adoption of the agreement

- 3.1 All quotations and/or offers made by Officebooking are non-committal and valid for 30 days. Information in brochures, promotional material, or on the website of Officebooking is composed with the greatest possible accuracy, however, no rights can be derived therefrom.
- 3.2 The Agreement is adopted through a written order confirmation by Officebooking, or from the moment Officebooking has started with the implementation of the order. The content of the order is decisive for the content of the Agreement.

Article 4 SAAS-Services

- 4.1 Officebooking will provide the SAAS-Services indicated in the order confirmation and/or in the manner as stated in a separate Statement of Work for the duration of the Agreement.
- 4.2 For the provision of SAAS-Services, a Client-account is created for Client.
- 4.3 A Client-account will only be active if the Client has completed all steps that are required for registration, has filled out all information thereby requested correctly and completely, and the application has been accepted by Officebooking. The Client receives a confirmation by e-mail. In case the information entered by the Client is incorrect or incomplete, Officebooking will ask the Client by e-mail to still fill out the correct information within five (5) business days. The application will expire after this period.

Article 5 Use of the SAAS-Services

- 5.1 Unless established otherwise, the Client is responsible for the provision of the necessary hardware and software, peripheral equipment, and connections to be able to make use of the SAAS-Services.
- 5.2 The Client is responsible for the accuracy and completeness of the information regarding the availability of company resources within the Platform.
- 5.3 The Client bears responsibility for the diligent handling by Users of log-in information provided by Officebooking. The Client and his Users are responsible for access to and the management of the Client-account.
- 5.4 The Services that are provided by Officebooking may only be used for legal and legitimate purposes and may not violate third-party rights, also including those of Users.

- 5.5 The Client safeguards Officebooking against claims by third parties pursuant to actions of the Client that are in conflict with the obligations stipulated in this article.
- 5.6 Complaints about the provision of services must be reported by Client to Officebooking via e-mail, specifying all information that is relevant for the complaint.

Article 6 Mobile Apps, Service Apps, Officebooking API

- 6.1 Officebooking has an application available for installation via the Apple Store or Google Play. The downloading and installation of the app is in conformity with the conditions of Apple Store or Google Play respectively. The use of the app is in accordance with the terms of use of Officebooking. These can be consulted and downloaded at <https://officebooking.com/en/conditions/>
- 6.2 Officebooking has developed various 'service apps' that are provided for the purpose of the use of Services. Client acquires the non-exclusive right of use of these apps. Maintenance and release management of these apps is a part of our general provision of services. Officebooking does not accept any liability for the incorrect installation of the service apps. Monitoring and management of the service apps on location of the Client is the Client's responsibility.
- 6.3 As a part of their provision of services, Officebooking provides an API (Application Programming Interface), documentation, browser, or plug-ins (Officebooking API). Officebooking hereby grants Client a non-exclusive and non-transferable license to use this API. Officebooking is not liable for any damage or costs caused by the use of the API.

Article 7 Obligations Officebooking, liability, and force majeure

- 7.1 Officebooking commits itself to do its utmost to achieve optimum availability of the Services. Officebooking does not provide a guarantee, however, that the use of the Services will be without interruptions or free from errors. The Client acknowledges that the ability to use the Services also depends on the performance of mobile devices and (mobile) networks and services of third parties. Officebooking cannot be held accountable for damage caused by the inadequate performance of these devices and/or networks of third parties.
- 7.2 In case of force majeure, Officebooking has the right to suspend the provision of Services entirely or in part for the duration of the situation of force majeure, without Officebooking being obliged to pay any damages.
- 7.3 Force majeure on the part of Officebooking means in any event: power failures and/or outage of network connections and other malfunctions beyond Officebooking's control, just as outage or unavailability due to necessary maintenance.
- 7.4 If and to the extent Officebooking can be held accountable for any possible damage by the Client, the total liability of Officebooking is limited to the compensation of direct financial damage up to a maximum of the fees received by Officebooking from the Client (exclusive of VAT) over two (2) months, with a maximum of € 2,500 per year.

- 7.5 Officebooking does not accept any liability for any type of indirect or consequential damage that has occurred as a result of the use of the Services.
- 7.6 Any claim for the compensation of damages against Officebooking is cancelled through the simple expiry of 12 months after the claim has arisen.

Article 8 Maintenance and service

- 8.1 Officebooking has the right from time to time to apply improvements to the applications and to rectify errors.
- 8.2 Officebooking can deactivate the SAAS-Service entirely or in part for preventive, corrective, or adaptive maintenance or other forms of service. Supplier makes sure that the decommissioning will not last longer than is necessary and that it takes place outside office hours if possible.
- 8.3 Client is entitled to on-line support during office hours when using the Services by way of an on-line helpdesk.
- 8.4 Collaborators of the helpdesk are authorised to peruse data files of the Client to the extent this is necessary for the support.

Article 9 Risk of storage information

- 9.1 Officebooking commits itself to look after the diligent storage of the data and/or information of the Client and Users. Barring proof to the contrary, Officebooking is deemed to have complied with this obligation. The Client bears the risk, however, regarding any damage to or the loss of the data and/or information stored at Officebooking or third parties, unless the damage or the loss is caused due to on the wilful intent and/or deliberate recklessness of Officebooking, their board and/or their managerial staff.

Article 10 Prices, rates, invoicing, and payment

- 10.1 Unless established otherwise, Client monthly receives an electronic invoice stating the Services delivered, the period of the provision of services, and the invoice amount in Euros.
- 10.2 All prices and rates are exclusive of sales tax (VAT). The payment term amounts to thirty (30) days after the invoice date. Invoices can be submitted through an intermediary who concludes Agreements on behalf of Officebooking. In that case, the conditions of this article are fully applicable.
- 10.3 Officebooking has the right to apply a surcharge for support outside of office hours.
- 10.4 Officebooking has the right to adjust the prices and rates provided notice of one month is given to the Client. If the Client does not agree with the price changes, then the Client can terminate the Agreement with termination taking effect on the date which the price adjustments come into effect.
- 10.5 If the Client appeals to the substantive incorrectness of the invoice, the Client must file an objection regarding within 5 business days after receipt of the invoice. The Client is obligated, however, to pay the uncontested part of the invoice.

- 10.6 If an invoice has not been settled after expiry of the payment term, Officebooking can charge Client, without requiring any default notice, a default interest of 2% per month on the outstanding amount, without prejudice to the right of Officebooking to charge an amount of 25 euros in administration costs for each payment reminder and warning.
- 10.7 If the Client remains negligent with settlement of the payment after a warning as well, Officebooking has the right, besides the statutory interest owed, to claim entitlement as well to the compensation of extrajudicial collection costs.
- 10.8 If the Client is in arrears with payment for more than two (2) months, then Officebooking has the right to suspend their Services, on the condition that the Client has been informed of that intention in writing and is granted at least five (15) Business Days to still settle all payment obligations, that is, including the statutory interest, extrajudicial and other costs.

Article 11 Confidentiality and security

- 11.1 Officebooking commits itself to observing confidentiality with regard to all information that they have obtained from the Client with respect to the conclusion and implementation of the Client's agreement and of which they know or can reasonably suspect that this information must be treated with confidentiality.
- 11.2 Officebooking will take all preventive measures that can reasonably be taken in order to observe secrecy with regard to the information of a confidential nature it has received from the Client.
- 11.3 Officebooking guarantees that their collaborators as well as the third parties deployed by them that are involved in any manner in the implementation of the agreement will observe the confidentiality obligation as intended in this article.
- 11.4 Without prejudice to the obligations of this article it is permitted to Officebooking to make use of the Client's name for statistical or publicity purposes, on the condition that the privacy of Users thereby remains assured.

Article 12 Processing of personal data

- 12.1 To the extent Client processes personal data with the aid of the Services, Client is data controller and Officebooking processor in the sense of the General Data Protection Regulation.
- 12.2 For the processing of personal data, Client and Officebooking conclude a processor agreement to be signed by both parties.

Article 13 Intellectual property rights

- 13.1 Officebooking guarantees that they have all rights required for the provision of the Services, also including all rights with regard to the underlying software.
- 13.2 All intellectual property rights, including copyrights on the Services delivered, are exclusively vested with Officebooking. The provision of the Services does not comprise the transfer of copyrights or of any other intellectual property rights.
- 13.3 The Services provided by Officebooking are rendered to the Client in the form of a non-exclusive and non-transferable license, exclusively for the use of the Services and applications mentioned within the own organization of the Client.
- 13.4 Officebooking has the right to use the knowledge accumulated on their part through the implementation of an Agreement for different purposes as well, to the extent no strictly confidential information of the Client is thereby brought to the knowledge of third parties.

Article 14 Transfer of rights and obligations

- 14.1 The Client may not transfer the rights and obligations from the Agreement to a third party without Officebooking's written consent.
- 14.2 Officebooking is authorised at all times to transfer rights and obligations ensuing from the Agreement.
- 14.3 Officebooking is authorised upon the implementation of the Agreement to make use of the services of third parties, either in sub-contracting or by the temporary hiring of staff.

Article 15 Duration Agreement, extension and termination

- 15.1 The Agreement enters into effect from the moment of confirmation by the Client.
- 15.2 Unless established otherwise, the Agreement is adopted for the period of one (1) year. After expiry of this period, the Agreement is tacitly extended each time by a subsequent period of one (1) year, unless Client has cancelled the Agreement at least one (1) month before the end of the (extended) term in writing. Cancellation by the Client must take place before the first day of a calendar month. The Agreement can be cancelled by sending an e-mail to customer@officebooking.net, specifying the Client number.
- 15.3 Without prejudice to any other rights in this Agreement, a party may terminate the Agreement for convenience by giving the other parties not less than 90 days' prior written notice.
- 15.4 The termination of the Agreement expressly does not relieve Parties of the provisions with regard to confidentiality, liability, intellectual property rights, staff takeover, applicable law, and choice of court.

Article 16 Disputes, competent court, applicable law

- 16.1 These General Terms and Conditions and the Agreement are governed by Dutch law.

- 16.2 Disputes which may arise between parties in connection with the Agreement or in connection with any resulting agreements are resolved as much as possible in mutual consultation between parties, without prejudice to each party's right to submit them to the competent court of law in Rotterdam for its settlement.

PART B: SALE OF PRODUCTS

The provisions in this part are applicable additionally in case of the sale of Products by Officebooking to the Client.

Article 17 Products to be delivered

- 17.1 The Products to be delivered by Officebooking are described in detail in the quotation and order confirmation or in a separate Statement of Work.
- 17.2 Unless established otherwise, the assembly and installation materials, batteries, cables, and accessories are not included in the delivery.

Article 18 Delivery and delivery time

- 18.1 The stated delivery times only apply as an indication. If a Product temporarily is not in stock, Officebooking indicates when it expects the Product to be available again.
- 18.2 Deliveries take place at the address submitted by the Client on ground floor. Officebooking reserves the right to deliver an order in batches. Officebooking will inform the Client of the time when the Products and/or matters are delivered.
- 18.3 The shipping of the Products occurs, unless established otherwise, at the expense and risk of Officebooking. Officebooking is free to choose transport.
- 18.4 The risk of loss or damage is transferred from the moment of the delivery of the Products.

Article 19 Retention of title

- 19.1 The title to the Products delivered by Officebooking is only transferred to the Client from the moment that all of Officebooking's fees claims have been paid.
- 19.2 Before transfer of title, the Client may not sell, re-deliver, dispose of, or otherwise encumber the Products. The Client must clearly mark the Products as the property of Officebooking.
- 19.3 In case of a payment arrears of the Client, Officebooking has the right to recover the Products with regard to which the retention of title applies as their property, without prejudice to the right of Officebooking to demand compensation for any possible loss or damage and to rescind the Agreement. The Client is obliged upon Officebooking's first request to grant permission to Officebooking to come and collect the Products where they are being kept. Officebooking has the right to exercise the retention of title including the possible disassembly, extension, closing off, disconnection, etc.

Article 20 Obligations of the Client

- 20.1 The Client must inspect the Products immediately after receipt and communicate any possible damage or defects, as well as Products erroneously delivered, to Officebooking in writing.
- 20.2 Defects that are not visible must, in connection with the warranty term, be communicated immediately after discovery to Officebooking in writing.
- 20.3 Exclusively following the permission of Officebooking, (damages) Products may be returned, while presenting the original invoice in the original packaging, in a saleable condition and including the accessories that had been enclosed. The risk of loss and damage is borne by the Client.

Article 21 Warranty

- 21.1 Officebooking guarantees that the Products meet the specifications indicated in the offer and are suitable for the purpose the Products are purchased for, as well as to comply with the legal provisions and/or government regulations existing on the date of adoption of the Agreement.
- 21.2 The warranty term amounts to twelve (12) months from the moment of delivery. Officebooking will exert itself to the best of its ability to rectify material and manufacturing errors in the sold Products within a reasonable term and free of charges. If rectification in the reasonable opinion of Officebooking is not possible, the Products are replaced free of charge by different, similar, but not necessarily identical Products. Data conversion required as a result of rectification or replacement is not included in the warranty. All replaced parts become the property of Officebooking.
- 21.3 The warranty does not apply for normal wear or for damage that is the result of inexpert use. The warranty is furthermore cancelled if errors in the Products or parts are the result of incorrect, careless, or inexpert use, of outside causes such as fire or water damage, or if the Client applies or has applied, without the consent of Officebooking, changes to the Products or in the parts that were delivered by Officebooking under the warranty.
- 21.4 Costs of activities and rectification outside this warranty will be charged by Officebooking in conformity with the rates customary.

Article 22 Warranty on Products from suppliers

If and to the extent Officebooking sells Products derived from a third party to the Client, it in the terms and conditions for sale, which include the warranty provisions of such third party, shall be applicable in the relationship between Officebooking and the Client to the exclusion of the provisions deviating therefrom in the present general Terms and Conditions of Delivery. By adopting an Agreement, the Client authorises Officebooking to accept a limitation of liability of such third party.

Article 23 Liability

Without prejudice to the applicability of the legal provisions regarding product liability, Officebooking's liability is limited to compliance with the warranty obligation described in article 21 and 22. In all cases, the liability is limited to the purchase price of the relevant Product.

PART C: OTHER SERVICES

These provisions are applicable additionally to the whole of the design, development, installation, and maintenance activities (Other Services) that are conducted in support of the SAAS-Services to be delivered.

Article 24 Scope and nature of the Activities

- 24.1 The scope and nature of the Other Services are exclusively determined by the relevant provisions set down between the Parties in writing.
- 24.2 Officebooking is obligated to carry out the Other Services in such a manner that the SAAS-Services meet the requirements established in the Agreement.

Article 25 Obligations of the Client

- 25.1 The Client must make sure that all necessary technical and structural information in connection with the Other Services to be conducted are supplied to Officebooking timely and without charges. The Client guarantees the accuracy and completeness of the information provided to Officebooking.
- 25.2 The Client provides persons employed by Officebooking with all support required during the implementation of the established Other Services. Any possible delays, waiting times and/or work interruptions, as well as the costs as a result of not, not timely, or not properly providing the facilities required are charged to Client by Officebooking against the customary rates at Officebooking.
- 25.3 Officebooking is not liable for damage or costs in case of activities on location as a result of the use of networks, systems, or installations of the Client or any possible third parties unless the Client proves that the damage or costs are the result of the wilful intent or gross fault of Officebooking.
- 25.4 The Client grants Officebooking permission, to the extent necessary, to use systems of third parties and to apply changes thereto. The Client safeguards Officebooking against any possible claims by third parties for damage to these systems of third parties.

Article 26 Delivery

- 26.1 Client and Officebooking establish an acceptance test in mutual consultation for the Other Services to be delivered and any possible associated Products.
- 26.2 If no acceptance test has been established, the Client accepts the Other Services and Products in the as-is condition at the moment of delivery, including any possible visible or invisible defects.
- 26.3 Small defects that can be restored simply may not be a reason for rejection, on the condition that they do not prevent the commissioning of the SAAS-Services.

Article 27 Installation warranty

With due regard for the other provisions of these General Conditions, Officebooking exclusively guarantees that the Platform is compliant with the product specifications at the time of delivery and that it has the properties that were established between Parties in writing.

Officebooking B.V., Rotterdam, March 2021