

## General Terms and Conditions

These are the General Terms and Conditions of Ledgnd B.V. a company with limited liability incorporated under the laws of the Netherlands, having its principal place of business in Vlaardingen at Stoomloggerweg 6C (3133KT) and registered with the Dutch Chamber of Commerce under number 76235637, hereinafter referred to as: "**Ledgnd**".

Ledgnd and Customer are hereinafter also jointly referred to as Parties and each individually as a Party.

### 1. DEFINITIONS

- 1.1. In these GT&C, the capitalized words shall have the meaning attributed to them in this Clause **Error! Reference source not found.**
- 1.2. **Authorized Users** shall mean employees, agents, consultants, contractors, or vendors authorized by Customer to use the Services solely for the internal use of Customer.
- 1.3. **Charges** means the payable fees for the Services.
- 1.4. **Clause** means a clause of these GT&C.
- 1.5. **Confidential Information** means information, in whatever form or medium, which has been kept confidential by the Party from whom the information originates and which has not come into the public domain during the Term and for the duration of any Order in breach of any obligation of confidence, including without limitation information relating to the commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing of a Party.
- 1.6. **Customer** means the party entering into any agreement with Ledgnd for the purpose of purchasing or receiving any services, products, deliverables or other items as specified in the Order.
- 1.7. **Customer Data** means any data provided or made available to Ledgnd by or on behalf of Customer, including data generated through Customer's use of the Services or automatically transmitted or collected from sensors or Products used in connection with the Services, including all relevant historical and current data relating to the operation or environment of the Customer Greenhouse.
- 1.8. **Customer Greenhouse** means the buildings, structures, equipment and installations used for agricultural growing that jointly qualify as a greenhouse at a single site owned and/or operated by Customer.
- 1.9. **Data Protection Laws** means all data protection laws applicable to the processing (including transfer) and use of Personal Data in the context of activities carried out pursuant to these GT&C and any Order, including but not limited to the General Data Protection Regulation (GDPR) (and any amendments thereto) and any local legislation implementing the applicable data protection laws in the country where Parties are established.
- 1.10. **Go-live Date** means the date Customer is allowed to commence access and use of the Services for the Customer Greenhouse, as agreed in the Order (though subject to change as communicated via email in case of an extended Go-live Date).
- 1.11. **Intellectual Property Rights** means patents, trade marks, service marks, logos, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- 1.12. **IPR Claim** means any claim or action against Customer by any third party wherein the use of the Services by Customer in accordance with these GT&C directly infringes the Intellectual Property Rights of that third party.
- 1.13. **GT&C** means these terms and conditions related to the provision of the Services by Ledgnd.
- 1.14. **Ledgnd Data** means any data created or generated (i) by Customer's use of the Services or pursuant to these GT&C that is aggregated and/or anonymized and cannot be traced back to the Customer, or (ii) by Ledgnd.
- 1.15. **Personal Data** means personal data as defined in article 4 GDPR.
- 1.16. **Order** means the electronic or physical proposal signed by or on behalf of Ledgnd and Customer incorporating the terms of the GT&C, including any annexes, and which Order identifies the Customer, Customer Facilities, Services ordered, the Charges, the Subscription Term; and other information as Ledgnd may reasonably require.
- 1.17. **Order Signature Date** means the date both Parties signed the relevant Order.
- 1.18. **Products** means any and all hardware products, components, devices, and related materials manufactured by a third-party and supplied or delivered by Ledgnd to Customer under any Order, including all associated accessories, parts, and packaging.
- 1.19. **Renewal Period** has the meaning given to it in Clause 3.2.
- 1.20. **Services** means any and all services provided by Ledgnd to Customer under an agreement or Order, including but not limited to access to MyLedgnd, advisory services, consultancy services, software services, platform services, support, maintenance, development, implementation, training, data processing, and any related or ancillary services.

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- 1.21. **SLA** means the Service Level Agreement.
- 1.22. **MyLedgnd** means Ledgnd core software-as-a-service platform and ancillary services (which may include artificial intelligence modules) providing real-time insights into cultivation conditions by collecting and analyzing data from various sources in a central dashboard.
- 1.23. **Subscription Term** means the term which shall start on the Go-live Date and continues until the end of the then-current term set forth in the Order, as renewed in accordance with Clause 3.2.

## 2. STRUCTURE

- 2.1. These GT&C apply to all Services and all Products sold or delivered by Ledgnd, including Customer's use of MyLedgnd, regardless of whether such Services or Products are provided or sold under a separate agreement, order, or arrangement.
- 2.2. General terms and conditions of Customer are explicitly excluded.
- 2.3. In case of a conflict or inconsistency between any constituent part of these GT&C and/or any Order, the following order of precedence will be applied. The document higher in the following order of precedence will prevail with respect to such conflict or inconsistency, unless the document lower in the order of precedence expressly states otherwise with respect to that specified conflict or inconsistency (i) the Order; (ii) these GT&C and (iii) the annexes to the Order.

## 3. TERM AND RENEWAL

- 3.1. An Order shall enter into force on the Order Signature Date and shall continue until the end of the Subscription Term.
- 3.2. An Order shall automatically renew for periods of twelve (12) months (Renewal Period) on the expiring date of the then-current Subscription Term. Ledgnd shall be entitled to increase the Charges for any Renewal Period in accordance with the CBS-index *Dienstenprijzen; commerciële dienstverlening en transport, 2021 = 100*, without prior notice. If this index is no longer available, a comparable index reflecting the price development of similar services will be used. In addition, Ledgnd may increase the Charges for any Renewal Period beyond indexation by providing Customer subject to written notice no less than thirty (30) days.
- 3.3. If either Party wishes to terminate Order at the end of the then-current Subscription Term, that Party must provide a written notice of termination to the other Party not less than thirty (30) days prior to the expiration date of the then-current Subscription Term. If notice is not served as set forth in the preceding sentence, the Order shall renew in accordance with Clause 3.2 above.

## 4. PROVISION AND USE OF MYLEDGND

- 4.1. Ledgnd hereby grants to Customer, subject to the terms and conditions of these GT&C, a non-exclusive, non-transferable, non-sublicensable, limited license for Authorized Users to access and use the relevant parts of MyLedgnd for which it paid the Charges for the duration of the Subscription Term solely for the Customer Facilities identified in the Order, solely for Customer's internal business purposes, in the manner and for the purposes intended by Ledgnd and as described in the Order and applicable documentation. Any use of MyLedgnd by or for the benefit of third parties is expressly prohibited.
- 4.2. Upon timely receipt of access to the Customer Data per Clause 5.4, Ledgnd shall set up MyLedgnd to enable Customer to access and use MyLedgnd per the Go-live Date for each Customer Greenhouse.
- 4.3. Ledgnd may, without limitation to any other rights or remedies, suspend Customer's access to or use of MyLedgnd upon notice if Ledgnd reasonably suspects or becomes aware of:
  - 4.3.1. that Customer's (or an Authorized User's) use of or access to MyLedgnd (i) poses a security risk to Ledgnd, MyLedgnd, the Services or any third party; (ii) may adversely impact availability or performance of MyLedgnd or the systems or software of any other customer of Ledgnd; (iii) may subject Ledgnd or any third party to any liability; or (iv) may be fraudulent; or
  - 4.3.2. that Customer (or an Authorized User), is in breach of these GT&C or any other agreement by which software being used on or in conjunction with MyLedgnd is licensed.
- 4.4. Ledgnd shall reinstate the access to MyLedgnd once it has established the cause of the suspension has been remedied or ceased to exist. Where the cause of the suspension persists for more than thirty (30) days, Ledgnd may immediately terminate these GT&C and any Orders
- 4.5. Ledgnd reserves the right to modify, update, enhance, limit, suspend, or discontinue (part of) the features, functionalities, scope or availability of MyLedgnd at any time, without prior notice and without any liability towards the Customer. Such modifications may include, but are not limited to, technical adjustments, improvements, or the removal of features.
- 4.6. Ledgnd shall meet or exceed the KPI's that are applicable to MyLedgnd as set out in the SLA. Ledgnd may update the SLA from time-to-time provided such changes do not materially and negatively impact the Customer. Ledgnd shall use reasonable efforts to inform Customer of such changes.

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## 5. CUSTOMER OBLIGATIONS MYLEDGND

- 5.1. Customer shall not (directly or indirectly): (a) copy or reproduce MyLedgnd; (b) exceed the subscribed scope of MyLedgnd as set forth in the applicable Order, including but not limited to any limitations on volume, number of Authorized Users, functionalities, modules, transactions, or other usage parameters; (c) remove any copyright or trademark on or contained in MyLedgnd; (d) decompile, attempt to derive the code or underlying ideas or algorithms of any part of MyLedgnd and/or the Services; (e) modify, reverse engineer or disassemble of any part of MyLedgnd and/or the Services; (f) prepare derivative works based upon any part of MyLedgnd and/or the Services; (g) disrupt the integrity or performance of MyLedgnd and/or the Services; (h) use MyLedgnd and/or the Services in a manner that infringes on the Intellectual Property Rights or privacy rights of Ledgnd and/or any third party..
- 5.2. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to MyLedgnd, (ii) that such Authorized Users have been trained in proper use of MyLedgnd, and (iii) proper usage of passwords, tokens and access procedures with respect to logging into MyLedgnd.
- 5.3. Customer shall at all times:
  - 5.3.1. ensure that Authorized Users comply with all terms of these GT&C;
  - 5.3.2. provide all cooperation necessary for Ledgnd to provide use of or access to MyLedgnd, including but not limited to provision of all available information and documents reasonably required by Ledgnd to fulfill its obligations under the Order;
  - 5.3.3. prevent any unauthorized access to, or use of, MyLedgnd, and shall notify Ledgnd promptly of any such unauthorized access or use;
  - 5.3.4. ensure that all required sensors and Products remain active, properly installed, connected, and in working condition, and that all Customer Data is made available in a timely and continuous manner for the proper functioning of the Services; and
  - 5.3.5. keep (relevant parts of) the Customer Greenhouse and all systems needed for the provision of MyLedgnd maintained and have it running the most up to date (firmware/software) version that is compatible with MyLedgnd.
- 5.4. To enable Ledgnd to setup and provide MyLedgnd, Customer shall cooperate with Ledgnd to provide Ledgnd access to the Customer Data as soon as reasonably possible in a manner as instructed by Ledgnd, but for each Customer Greenhouse ultimately thirty (30) days before the Go-live Date for such Customer Greenhouse as agreed in the Order. Customer warrants that the Customer Data may be used by Ledgnd in accordance with these GT&C.
- 5.5. In case of a delay in Ledgnd's access to Customer Data, the Go-live Date will lapse and Ledgnd will propose a new Go-live Date, which will be set no earlier than the first day of the month following the date on which Ledgnd could successfully set up and initiate the provision of MyLedgnd. If the delay in Ledgnd's access to Customer Data is directly attributable to Customer's actions or negligence, the maximum allowable extension for the Go-live Date shall not exceed a period of 3 months.
- 5.6. If Ledgnd provides Services at Customer premises, Customer shall provide essential access to locations and systems, specifically those relevant for the performance of the Services.
- 5.7. Customer assumes sole responsibility for all decisions made, actions taken, conclusions drawn, and failures to act, based on its use of MyLedgnd and/or the Services and shall not hold Ledgnd liable for results obtained from and/or damages caused by the use of the MyLedgnd and/or Services by Customer.
- 5.8. Customer is responsible for the compliance at all times of itself and its Authorized Users with all terms of these GT&C. Customer accepts liability for the applicable acts and omissions of its Authorized Users as if they were acts or omissions of Customer itself.
- 5.9. The usage of MyLedgnd requires up-to-date software, such as operating systems, web browsers, or other relevant software by an Authorized User. Customer shall ensure that all Authorized Users promptly download and install all available updates for any software required to use MyLedgnd. Customer further acknowledges and agrees that MyLedgnd may not properly operate should any Authorized User fail to do so, and Ledgnd is not responsible or liable for any damages caused by a failure to update any software accordingly.

## 6. HARDWARE PRODUCTS

- 6.1. Ledgnd may sell one or more Products to the Customer for the use in connection with MyLedgnd and/or the Services as indicated in the Order. Ledgnd provides first line support for using the Products in accordance with MyLedgnd and/or the Services and does not provide support with respect to the configuration of the Products or other usage of the Products. Products are provided "as is" without warranty of any kind. To the extent a manufacturer's warranty applies, Ledgnd will make such warranty available to Customer, but does not assume any responsibility for its content, scope, or enforcement. Customer cannot file any claims concerning non-conformity of Products other than those laid down in this Clause 6.1.
- 6.2. Ledgnd is responsible for installing, configuring and connecting the Products solely for use in combination with MyLedgnd and/or the Services.

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- 6.3. The Products sold by Ledgnd to the Customer shall be delivered DAP (Delivered at Place), Incoterms 2020 to the Customer Greenhouse as specified in the Order.
- 6.4. Customer must inspect the delivered Products for any damage or other defects as soon as possible, but in any case within seven (7) days, after delivery. Insofar as there is any visible damage on the exterior, such as transport damage, Customer must notify Ledgnd of this within twenty-four (24) hours after delivery. If Customer detects any damage or other defects, Customer must notify Ledgnd in writing without delay. The Customer's notification to Ledgnd must clearly describe the existing damage or defects and must include sufficient evidence for Ledgnd to assess the validity of the report. If Customer does not report any damage or defects to Ledgnd within the period referred to in this Clause 6.1, the Products shall be deemed to have been delivered without any damage or defects.

## 7. ADVISORY AND CONSULTANCY SERVICES

- 7.1. Ledgnd performs the advisory and consultancy services in a fully independent manner, at its own discretion and without Customer's supervision and directions.
- 7.2. Ledgnd does not commit to a specific completion time for the assignment, as the duration of advisory or consultancy services depends on various factors and circumstances, including the quality of the data and information provided by Customer and the cooperation of Customer and relevant third parties.
- 7.3. The use that Customer makes of any advisory and/or a consultancy report drafted by Ledgnd is always at Customer's risk.
- 7.4. Customer shall pay Ledgnd monthly on a time and materials (T&M) basis for the advisory and consultancy services provided, whereby Ledgnd will invoice the hours worked and any costs incurred during the relevant month.

## 8. CHARGES AND INVOICING

- 8.1. Ledgnd will invoice the Customer for the Services provided under each Order, and the Customer shall pay the applicable Charges as specified in that Order. The Charges for the Services will be set out in each Order. The payment term is fourteen (14) days from the invoice date.
- 8.2. Customer shall provide accurate, current and complete information on Customer's billing and payment information, address and billing contacts, including email address and phone number, and will promptly notify Ledgnd if this information changes.
- 8.3. During the Subscription Term, Charges are payable per Customer Greenhouse annually in advance. In case of multiple Customer Facilities per Order and different Go-live Dates, the Charges per Customer Greenhouse shall be pro-rated from the relevant Go-live Date for the remainder of the then-current Subscription Term and subsequently equalized upon a Renewal Period, if any. Charges for Products shall be payable in full prior to delivery.
- 8.4. For extended Go-live Dates (as set forth in Clause 5.5), the Charges shall be as follows. If the relevant Subscription Term runs until the end of the year, the Charges shall be pro-rated in accordance with the extended Go-live Date. In case of a multi-month Subscription Term, the Charges remain unchanged, though payment of the Charges shall be triggered by the extended Go-live Date.
- 8.5. All sums payable under any Order shall be paid in EURO, unless otherwise agreed in the Order.
- 8.6. Customer shall not withhold, offset or deduct any amounts from payments for Charges due (other than any deduction or withholding of tax as required by law).
- 8.7. Disputed amounts. Should Customer have any questions over the amount of any invoice issued by Ledgnd, Customer shall notify Ledgnd no later than five (5) Business Days before the due date of the relevant invoice, failing which Customer shall be deemed to have accepted such invoice as conclusive evidence of the correct amount to be charged.
- 8.8. Sales tax. All sums due to Ledgnd under or in relation to an Order are exclusive of any sales tax (VAT) which shall be charged in addition in accordance with the relevant regulations in force at the time and shall be paid by Customer in full at the same time as payment is due under the relevant invoice.
- 8.9. Non-payment. If Customer fails to make payment in accordance with this Clause 8, Customer shall be in default by operation of law, without any prior notice of default being required. Ledgnd shall be entitled to charge interest (*wettelijke handelsrente*) on the overdue amount, from the date on which such amount fell due until payment. All judicial costs as well as extrajudicial collection costs incurred by Ledgnd to enforce the Customer's obligations shall be borne by the Customer.
- 8.10. Refunds. All payment obligations under any Orders are non-cancellable and all payments made are non-refundable, including upon early termination and/or rescission (*ontbinden*) of the relevant Order. Notwithstanding the foregoing, solely in the event an Order is terminated pursuant to Customer's termination in accordance with Clause 15.2, Ledgnd shall refund to Customer on a pro rata basis for each unused month of the then-current Subscription Term. For the avoidance of doubt, any, Charges, fees or payments relating to Services or any work already performed by Ledgnd prior to the termination date shall remain due and payable.

## 9. IP RIGHTS AND CUSTOMER DATA

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- 9.1. Ledgnd and/or its licensors own all Intellectual Property Rights in and to MyLedgnd. Except solely as expressly stated herein, these GT&C do not grant Customer any rights to, or in, any Intellectual Property Rights in respect of MyLedgnd, Ledgnd Data, and/or Services.
- 9.2. All right, title and interest in and to all of the Customer Data shall remain with Customer, subject to Clause 9.4.
- 9.3. Customer shall at all times have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data using hardware not supplied by Ledgnd and for ensuring that its use does not infringe the rights of any third parties.
- 9.4. Customer grants Ledgnd to use the Customer Data to perform its obligations and the Services, including the use of artificial intelligence technologies for the improvement of the Services for its customers. Ledgnd may combine aggregated and/or anonymized data that would be considered as Customer Data if not so aggregated and/or anonymized, with the aggregated and/or anonymized data of other customers and/or additional Ledgnd Data. Ledgnd shall be free during and after the term of the Order to use any Ledgnd Data and information derived therefrom to further develop and improve its services to all customers and any other business processes and purposes.
- 9.5. If the Customer requests the export, transfer, or provision of Customer Data, Ledgnd shall provide reasonable support to facilitate such actions. Prior to performing any such support, Ledgnd shall inform the Customer in advance of any Charges.
- 9.6. The Parties acknowledge that Ledgnd may utilize a third-party cloud service provider for the storage, access, transfer, and processing of Ledgnd Data and Customer Data. Ledgnd shall use commercially reasonable industry standard security procedures for the transfer, transmission, storage, or accessing thereof. In no event shall Ledgnd be responsible for any loss, destruction, alteration or disclosure of Customer Data to the extent caused directly or indirectly by Customer, its Authorized Users or any third party.
- 9.7. Ledgnd has the right to use Customer's figurative mark, logo and/or name in its external communications.

## 10. DATA PROCESSING

- 10.1. Subject to the personal data required by Ledgnd for processing activities identified in Clause 10.2 below, Customer acknowledges that the Services are not meant to process Personal Data and Customer shall ensure that the Customer Data does not include Personal Data.
- 10.2. Ledgnd may process Personal Data of Authorized Users in order to set up and verify accounts, facilitate access to MyLedgnd, and provide support. All such Personal Data will be processed by Ledgnd as data controller pursuant to the applicable Data Protection Laws.
- 10.3. Parties shall enter into a data processing agreement if either Party acts as a data processor for the other Party under an Order. Such data processing agreement will be incorporated as an annex to such Order.

## 11. CONFIDENTIALITY

- 11.1. Each Party shall not use the other Party's Confidential Information other than in the exercise and performance of its rights and obligations under these GT&C and the relevant Order.
- 11.2. The restrictions imposed by Clause 11.1 shall not apply to the disclosure of any Confidential Information which:
  - 8.2.1 is required by law or regulation to be disclosed to any person who is authorized by law or regulation to receive the same;
  - 8.2.2 before any negotiations or discussions leading to the relevant Order was already known by the receiving Party (and was obtained or acquired in circumstances under which the receiving Party was not bound by any form of confidentiality obligation); or
  - 8.2.3 is now in or hereafter comes into the public domain other than as a result of a breach of this Clause 11.
- 11.3. Each Party shall notify the other Party if it becomes aware of any unauthorized disclosure of any Confidential Information and shall afford reasonable assistance to the other Party, at that other Party's reasonable expense, in connection with any enforcement proceedings which that other Party may elect to bring against any person.

## 12. NO WARRANTIES

- 12.1. During the Subscription Term, Ledgnd shall make reasonable efforts to perform the Services in conformity with the Order. Ledgnd does not provide any warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or uninterrupted or error-free operation.
- 12.2. Customer shall report any breach in the performance of Ledgnd under these T&C and/or Order within a period of twenty (20) days of the date on which the incident giving rise to the claim occurred. Customer's sole and exclusive remedy for breach of these warranties will be for Ledgnd, at its expense, to rectify such non-conformity as soon as reasonably practicable.

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- 12.3. Ledgnd disclaims (and disclaims on behalf of its licensors and/or contributors to any third party materials) all other warranties, conditions and other terms, whether express or implied, including the implied conditions and warranties of merchantability and fitness for a particular purpose. Ledgnd will have no liability for delays, failures or losses attributable or related in any way to the use or implementation of third-party software, hardware or services not provided by Ledgnd.

## 13. INDEMNITIES

- 13.1. Customer indemnities. Subject to the provisions of Clause 13.5 below, Customer shall defend, indemnify and hold harmless Ledgnd in respect of all damages and reasonable costs (including reasonable legal fees) and expenses arising directly from a third party claim against Ledgnd involving claims that Customer Data, Customer's use of Customer Data, or Ledgnd's use of Customer Data in the provision of MyLedgnd and/or the Services infringes any (privacy) rights of, or has otherwise harmed, a third party.
- 13.2. Ledgnd indemnities. Subject to the provisions of Clause 13.5 below, Ledgnd shall defend, indemnify and hold Customer harmless in respect of all damages and reasonable costs (including reasonable legal fees) and expenses arising directly from an IPR Claim which is valid and enforceable in the legal jurisdiction in which the IPR Claim is commenced. If any IPR Claim is made, or in Ledgnd's reasonable opinion is likely to be made, against Customer, Ledgnd may at its sole option and expense:
- 10.2.1 obtain for Customer the right to continue using MyLedgnd and/or the Services in the manner permitted under these GT&C; or
  - 10.2.2 modify or replace the infringing part of MyLedgnd and/or the Services so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the Services; or
  - 10.2.3 terminate the relevant Orders and refund Charges paid in advance by Customer in respect of any period following such termination.
- 13.3. Clauses 10.2.1 and 10.2.2 shall not apply to any IPR Claim which arises from: (i) any changes, modifications, updates, add-ons or enhancements made to or available through MyLedgnd and/or the Services other than those developed by Ledgnd; (ii) combination or use of MyLedgnd and/or the Services with any other software, program, hardware or device not developed by Ledgnd or which is combined in a manner other than that specified by Ledgnd, if such infringement would not have arisen but for such combination or use; or (iii) compliance by Ledgnd with designs, plans, instructions or specifications furnished by Customer.
- 13.4. The provisions of Clause 13.2 shall be Customer's sole and exclusive remedy in connection with an IPR Claim.
- 13.5. Conduct of claim. Losses which fall within the scope of Clauses 13.1 and 13.2 shall be a "Claim". The indemnifying party's obligations under Clauses 13.1 and 13.2 are subject to the provisions of Clause 13.5:
- 10.5.1 the indemnified party shall not admit any liability or agree to any settlement or compromise of a Claim without the prior written consent of the indemnifying party;
  - 10.5.2 the indemnifying party shall be entitled at any time from notification in accordance with Clause 10.5.4 to assume exclusive conduct of the Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the Claim provided that any settlement contain no admission of liability or wrongdoing by the indemnified party and to conduct all discussions and dispute resolution efforts in connection with the Claim);
  - 10.5.3 the indemnified party shall, at the indemnifying party's request, cost and expense, give the indemnifying party all reasonable assistance in connection with the conduct of the Claim;
  - 10.5.4 the indemnified party gives the indemnifying party prompt notice of any Claim or threatened Claim; and
  - 10.5.5 the indemnified party takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 13.

## 14. LIABILITY

- 14.1. Limitation of liability. Subject only to Clause 14.5, in no event shall Ledgnd's total aggregate liability arising out of or in connection with any Order, whether in contract, tort (including negligence), under any warranty or otherwise, exceed the lesser of (i) the total amount paid by Customer under the relevant Order in the six (6) months immediately preceding the event giving rise to the claim, or (ii) ten thousand euros (EUR 10.000,-). Multiple claims shall not enlarge this limit.
- 14.2. No liability. Subject only to Clause 14.5 below, to the maximum extent permitted by applicable law, neither Party shall be liable for any indirect, consequential, incidental, special, punitive or exemplary loss or damages or for any loss or damage to data (including Customer Data), arising out of or in connection with these GT&C, even apprised of the possibility or likelihood of such damages occurring.

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- 14.3. Customer acknowledges that any decisions made based on the use of MyLedgnd, including any analyses, insights, recommendations, or other outputs generated by or through the Services, are made entirely at Customer's own risk. Ledgnd does not warrant the accuracy, completeness, or suitability of any output of MyLedgnd for Customer's specific purposes and shall not be liable for any loss, damage, or claim arising from Customer's interpretation or reliance on such output.
- 14.4. Ledgnd shall not be liable for any failure or defect in the Services to the extent such failure or defect results from Customer's failure to ensure the proper installation, activation, maintenance, or functioning of any required sensors or Products, or from any failure to provide Customer Data as required under these GT&C.
- 14.5. Exceptions. Nothing in these GT&C excludes or limits the liability of either Party for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) damages which cannot be excluded or limited by applicable law.

## 15. TERMINATION

- 15.1. No termination for convenience. Orders cannot be terminated for convenience.
- 15.2. Termination for cause. Either Party may terminate any Orders with immediate effect by giving written notice to the other Party if:
- 12.2.1 the other Party fails to pay any amount due under these GT&C or any Order on the due date for payment and remains in default after fourteen (14) days from being notified in writing of such a past-due payment;
  - 12.2.2 the other Party commits a material breach of any term of these GT&C or any Order and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so, provided that the notice includes sufficient information regarding the nature of the breach;
  - 12.2.3 the other Party commences bankruptcy, insolvency or similar proceedings or becomes insolvent or is liquidating, dissolving or ceasing business operations.
- 15.3. Termination shall not affect clauses which by their nature are intended to continue to apply after termination.
- 15.4. Upon termination or expiry of an Order: (i) Customer will have no further right to access or use MyLedgnd and/or the Services; (ii) each Party shall within thirty (30) days after written request return or destroy any Confidential Information of the other Party within its possession or control, and shall confirm such return or destruction in writing.; (iii) Ledgnd shall within thirty (30) days after written request from Customer destroy any Customer Data within its possession or control, except to the extent Ledgnd is required by applicable law to retain some or all of the Customer Data. This obligation is without prejudice to Ledgnd's rights under Clause 9.4 and (iv) Ledgnd may destroy or otherwise dispose of any of the Customer Data in its possession, unless Ledgnd receives, no later than ten (10) days after the effective date of the termination of the relevant Order, a written request for the delivery to the Customer of an export of the Customer Data in accordance with Clause 9.5 Ledgnd shall use reasonable commercial endeavors to deliver the back-up to the Customer within thirty (30) days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination).

## 16. GENERAL PROVISIONS

- 16.1. Force majeure. Ledgnd shall not be in breach of these GT&C or any Order nor liable for delay in performing, or failure to perform, any of its obligations thereunder if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, natural disasters (such as fire, flood, earthquake, storm or other acts of God), war, terrorism, civil unrest, acts or omissions of governmental authorities, strikes, lock-outs or other industrial disputes (whether involving the workforce of Ledgnd or any other party), failure or interruption of power supply, internet, hosting services, cloud services, telecommunications, or other utility services, or other unforeseen events beyond Ledgnd's reasonable control, and whether or not these events occur at Ledgnd or Ledgnd's provider. In such circumstances Ledgnd (i) shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances, and; (ii) shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, either Party may terminate any affected Orders with immediate effect.
- 16.2. Without prejudice to Clause 2.2 and Clause 4.6, any amendment or waiver of any provision and any waiver of any default under these GT&C or any Order shall only be effective if made in writing and signed by Parties, or in case of an extended Go-live Date, communicated via email and always subject to the provisions as set out in these GT&C or relevant Order.
- 16.3. For the duration of any Order and for a period of two (2) years thereafter, Parties shall not directly or indirectly approach the other Party's employees, in order to induce them to end their relationship with the other Party and subsequently directly or indirectly carry out work for itself, its affiliates or any other person or legal entity.

- 16.4. No failure or delay by a Party in exercising any right or remedy provided by law or under these GT&C or any Order shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy shall preclude any further exercise of the right or remedy or the exercise of any other right or remedy.
- 16.5. If any provision of these GT&C or any Order, or portion thereof, is held to be void, invalid, illegal or unenforceable, this shall not affect the legality, validity or enforceability of the remaining provisions. The invalid provisions shall, if required, be modified or amended to the fullest extent possible under applicable law so as to reflect the original meaning and intent of the Parties.
- 16.6. All (delivery) deadlines and (completion) dates referred to by Ledgnd or agreed upon between Parties have been determined to the best of Ledgnd's knowledge based on the information available at the time the estimate was provided. Any interim (delivery) dates referred to by Ledgnd or agreed upon between the Parties shall always be target dates, are indicative in nature, and shall not be binding on Ledgnd. Ledgnd shall make reasonable efforts to meet the (delivery) deadlines and final (completion) dates. The mere lapse of a date or agreed time frame for performance of the Service shall not automatically constitute a default under these GT&C or the relevant Order.
- 16.7. No provision of these GT&C or any Order creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose, unless expressly stated otherwise. A Party has no authority to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose.
- 16.8. Ledgnd reserves the right to amend or supplement these GT&C at any time. The amended terms and conditions shall apply thirty (30) days after they have been made available to Customer, including by electronic means or publication on Ledgnd's website.

## 17. GOVERNING LAW AND JURISDICTION

- 17.1. These GT&C and any Order shall be governed by and construed in accordance with the laws of the Netherlands.
- 17.2. The competent court of Rotterdam shall have exclusive jurisdiction over all disputes, controversies or claims between the Parties arising in connection with these GT&C or any Order.
- 17.3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

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