Standard Terms and Conditions
of Firmhouse per 23-12-2019

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PARTIES

As specified on the Accepted Quotation.

CONSIDERATIONS

- Firmhouse offers several (web)applications for the purpose of designing and conducting online market experiments, as well as products and services related thereto, such as trainings, experimentation support and consultancy services.
- The Client wishes to make use of the (web)applications and/or related services offered by Firmhouse, which Firmhouse is willing to provide.
- Under these Standard Terms and Conditions, the client may at any time request for additional products and services offered by Firmhouse. For providing these products and services the parties may conclude one or multiple quotations.
- The parties wish to set forth a legal framework regarding their cooperation and to lay down their rights and obligations with regards to the quotations concluded under these Standard Terms and Conditions.

A. GENERAL PART

Article 1.   Definitions
All capitalized terms used in these Standard Terms and Conditions, both in the singular and plural, are understood to have the meaning as described in this article.

1.1.   **Accepted Quotation:** a Quotation that has been accepted by the Client.

1.2.   **Account:** the online environment made available by Firmhouse for the purpose of enabling the Client and/or End Users to access and use the Software.

1.3.   **Appendix**: any appendix attached to these Standard Terms and Conditions.

1.4.   **Agreement:** the Standard Terms and Conditions and all Accepted Quotations concluded between the Parties.

1.5.   **Availability**: the percentage of time in any given month during which the Software has been available and operational, calculated in accordance with Module C.

1.6.   **Client**: any legal person or natural person acting in the course of its profession or business that enters into, or has entered into, an Agreement with Firmhouse.

1.7.   **Client Data**: all data and materials provided by the Client and/or End Users to Firmhouse or uploaded, processed or stored using the Software, as well as all data and materials Firmhouse obtains access to in the performance of the Agreement.

1.8.   **Confidential Information**: any information marked as confidential, or which should reasonably be regarded as confidential by the receiving Party. The contents of the Agreement should in any case be regarded to be of a confidential nature.

1.9.   **Core Applications**: the standard (web)applications developed and offered by Firmhouse (Airstrip, Dispatch and GoMonthly) which may be made available to the Client and/or End Users under the Agreement.

1.10.   **Documentation**: any documentation for the Software and Services developed and/or made available to the Client and/or End Users under the Agreement.

1.11.   **Effective Date:** the date on which the Client accepted the Quotation.

1.12.   **Emergency Maintenance**: unforeseeable and time-sensitive Maintenance that requires immediate measures, for example in case of critical security vulnerabilities.

1.13.   **Employees**: any natural person who is or was employed or contracted by Firmhouse during the term of the Agreement or 6 months before the Effective Date.

1.14.   **End Users**: any natural person that makes use of the Services.

1.15.   **Standard Terms and Conditions**: these Standard Terms and Conditions, including any Modules and Appendices.

1.16.   **Incident**: a substantial failure to meet the functional and/or technical specifications for the Software as indicated in a Quotation and/or the relevant Documentation.

1.17.   **Intellectual Property Rights**: all intellectual property rights and related rights, including in any case but not limited to copyrights, database rights, rights do domain names, business names, tradename rights, trademark rights,

know-how, trade secrets, patents, model rights and neighbouring rights.

1.18. **Maintenance:** performing repairs, taking precautionary measures, doing routine check-ups, applying updates or upgrades and performing other general maintenance to the Software.

1.19. **Materials**: all materials developed on behalf of, or provided to, the Client or third parties under the Agreement, such as Software, Documentation, training materials, reports, concepts, images, texts and all other intellectual creations, as well as data carriers and media on which the materials are stored.

1.20. **Modules:** the modules that form an inseparable part of the Standard Terms and Conditions, including module B (Software), module C (Service level), module D (Development), module E (Service level), Module F (GoMonthly Service and Platform) and Module G (Personal data).

1.21. **Office Hours**: the time between 9:00 to 17:00 CE(S)T on Monday to Friday, excluding official Dutch holidays and days prior to which Firmhouse has announced that it is closed.

1.22. **Parties**: Firmhouse and the Client.

1.23. **Quotation:** a detailed description of the Software and/or Services which are provided to the Client, including pricing and payment terms.

1.24. **Repair time**: the period of time between (i) the moment Firmhouse confirms receipt and prioritization of the reported Incident to the Client in accordance with Module E and (ii) the moment the Incident is resolved or Firmhouse provides a Workaround in order to circumvent the Incident to the Client.

1.25. **Response time:** the period of time between (i) the moment the Client reports an Incident in accordance with Module E, and (ii) the moment Firmhouse confirms receipt and prioritization of the reported Incident to the Client in accordance with Module E.

1.26. **Scheduled Maintenance**: foreseeable Maintenance activities which will be announced to the Client in advance per email.

1.27. **Services**: the services provided to the Client under an Accepted Quotation, which may include, inter alia, the provision, maintenance or development of Software, consultancy services and trainings.

1.28. **Software**: any software developed by order of or provided to the Client under the Agreement, including the Core Applications as well as any modifications made to the Core Applications upon request and software of third parties provided by Firmhouse under the Agreement.

1.29. **Sprint**: a pre-determined amount of time wherein Firmhouse will develop a part of the Software as decided or agreed upon at the start of the sprint.

1.30. **Workaround**: temporary measures regarding an Incident which enable the Client to keep using the Software until a permanent solution becomes available.

Article 2.   Conclusion of the Standard Terms and Conditions and Quotations

2.1. The Standard Terms and Conditions between the Parties will enter into effect on the Effective Date. During the term of the Standard Terms and Conditions, the Client may request Firmhouse to provide certain Services. Firmhouse will subsequently send the Client a Quotation based on the template reflected in Appendix A and submit the Quotation to the Client for its approval.

2.2. Quotations submitted to the Client are without obligation and must be approved within 30 days or before the due date recorded on the Quotation. If the Client does not formally accept a Quotation, but creates the impression to accept the Quotation in any other way (for example by requesting Firmhouse to perform activities that are part of the offered Services, paying fee for a part of the Software and Services or by sending a purchase order), the Quotation shall be deemed to be accepted, and becomes an Accepted Quotation.

2.3. Any Accepted Quotations concluded between the Parties are governed by the conditions stipulated in these Standard Terms and Conditions. The Parties may

deviate from provisions in these Standard Terms and Conditions, but only if the deviation is explicitly and clearly stated in the Accepted Quotation. In other instances the provisions in these Standard Terms and Conditions shall prevail. Deviations apply solely for the Accepted Quotation in which the deviations are made and only for the term of the particular Accepted Quotation.

Article 3.   Execution of Accepted Quotations

3.1.   After the acceptance of a Quotation, Firmhouse shall use commercially reasonable endeavours to provide the Services as soon as possible within the agreed upon timeframe. However, dates and schedules mentioned by Firmhouse or indicated in the Accepted Quotation are estimates and shall not be regarded as final deadlines, unless explicitly indicated otherwise.

3.2.   The Client is obliged to do everything reasonably required and desired to ensure that the Services can be performed by Firmhouse or third parties engaged by it correctly and in a timely manner. The Client shall, inter alia:

    a. provide all information and materials of which Firmhouse indicates that it is required, or of which the Client should reasonably understand that it is necessary for the performance of the Accepted Quotation; and

    b. grant Firmhouse access to all locations insofar this is necessary for the performance of the Accepted Quotation and shall provide all on-site support reasonably requested by Firmhouse.

3.3.   If the required and desired information and materials are not at the disposal of Firmhouse or are not provided to Firmhouse in time, Firmhouse shall, without prejudice to its other rights and remedies, be entitled to suspend the performance of the Accepted Quotation.

3.4.   The Client represents and warrants that information and materials provided to Firmhouse related to the performance of the Accepted Quotation are accurate, complete and up-to-date.

3.5.   Firmhouse is not obliged to take into account requests of the Client related to the performance of the Accepted Quotation if, in the opinion of Firmhouse, the request may hamper the correct and timely provision of the Services and/or the functioning of the Software.

3.6.   If the Client requests services or activities that fall outside the scope of the Accepted Quotation, the Parties may conclude a separate Quotation for the services or activities being carried out.

3.7.   Firmhouse will have the right to engage third parties in the performance of any given Accepted Quotation. Costs related to the engagement of third parties shall be borne by Firmhouse, unless the parties explicitly agreed otherwise.

Article 4.   Payment conditions

4.1.   As compensation for the Software and Services, the Client is obliged to pay the agreed upon price as stated in the Accepted Quotation. Any amounts due may be invoiced in advance. The Client shall pay the invoiced amounts within 30 days after the invoice date without any set-off. Recurring costs will be invoiced on a monthly basis, unless explicitly stated otherwise in the Accepted Quotation.

4.2.   The Client agrees to electronic invoicing. Complaints and disputes about an invoice shall not entitle the Client to suspend payment.

4.3.   When an invoice is not paid within the aforementioned 30-day payment term, Firmhouse will send the Client a reminder and provide Client with an additional term of 14 days to pay all owed amounts in full. When Client does not pay the owed amounts in full within the aforementioned 14-day term, the Client shall be in default without the need for further notice. When in default, in addition to the amounts and the interest due, the Client shall be obliged to reimburse all extrajudicial and judicial costs, including the costs of lawyers, legal advisors, bailiffs and collection agencies.

4.4.   When Client is in default, Firmhouse is entitled to limit or block access to the Software and/or to suspend its Services until all outstanding amounts have been

paid in full. Firmhouse is not liable for any damage resulting therefrom.

4.5. Any amounts due to Firmhouse are payable immediately if Client applies for suspension of payments, the Client files for bankruptcy or is declared bankrupt, or the business of the Client is dissolved or terminated.

4.6. Once a year, Firmhouse is entitled to change the agreed upon prices because of inflation, increase in costs or other market circumstances. Firmhouse will inform the Client of a price increase at least 30 days in advance. In the event of a price increase of more than 5%, the Client is entitled to terminate the concerning Accepted Quotation in writing on the date that the price increase takes effect, taking into account a notice period of 7 days.

4.7. If Firmhouse has reasonable doubts that the Client will be able to comply with its (future) payment obligations towards Firmhouse, Firmhouse has the right to demand additional financial security from the Client. If the Client is not able to provide financial security to the satisfaction of Firmhouse, then Firmhouse is entitled to suspend and/or terminate the Accepted Quotation.

4.8. All amounts communicated by Firmhouse are in euros and exclusive of VAT and other applicable taxes, unless explicitly indicated otherwise.

Article 5.   Intellectual Property Rights

5.1. All Intellectual Property Rights regarding the Software and/or Materials developed or made available by Firmhouse in connection with the Agreement are vested exclusively in Firmhouse or its suppliers. Nothing in these Standard Terms and Conditions is intended to transfer any Intellectual Property Rights.

5.2. The Client solely acquires the non-exclusive and non-transferrable rights of use arising under the Agreement or those assigned in writing. In all other respects the Client will not reproduce of or publish the Software and/or Materials. It is not permitted to:

a. make copies or use the Software and/or Materials in any manner that falls outside the scope of the Agreement;

b. sublicense and distribute or otherwise make available the Software and/or Materials to third parties without prior written consent of Firmhouse;

c. modify the Software and/or Materials in any way, or remove or modify any designations regarding the Intellectual Property Rights of Firmhouse or its licensors; and

d. reverse engineer, decompile or otherwise attempt to derive the source code from the Software, except to the extent permitted by mandatory law.

5.3. Firmhouse shall have the right to implement technical measures in order to protect the Software and Materials against unlawful or unauthorized use. If such measures are implemented by Firmhouse, the Client is not allowed to circumvent or remove such measures.

Article 6.   Confidentiality

6.1. Each Party shall protect Confidential Information provided by the other Party by a reasonable degree of care against unauthorized disclosure for the term of these Standard Terms and Conditions and a period of 3 years thereafter.

6.2. Confidential Information shall only be provided to employees of the Parties on a need-to-know basis. Confidential Information will not be disclosed to third parties without prior written consent of the disclosing Party.

6.3. Confidential Information may be disclosed in response to a valid court or other governmental order, provided that (if permitted by such order) the disclosing Party is notified as soon as possible after receipt of the order and given an opportunity to seek legal redress against such disclosure.

6.4. Information which would otherwise be Confidential Information shall not be deemed confidential if the receiving Party proves by written records that the information:

a. is lawfully obtained by the receiving Party from sources available to the

general public such as newspapers, patent databases or informative websites;

b. is lawfully obtained by the receiving Party from a third party, provided that the third party does not breach any confidentiality obligation towards the disclosing Party;

c. was already in the possession of the receiving Party prior to the date on which it was issued by the disclosing Party; or

d. was developed by the receiving Party independently and without the use of any information of the disclosing Party.

6.5. Upon the first request of the disclosing Party as well as directly after termination of the Standard Terms and Conditions, the receiving Party shall destroy or delete all Confidential Information in its possession and report that this has been carried out.

Article 7.   Non-solicitation

7.1. During the term of the Standard Terms and Conditions and one year thereafter, the Client and Affiliated Companies shall not make an offer to employ or hire Employees, or have Employees perform activities in any other way (for example on the basis of a contract to perform services), directly or indirectly, without prior written consent of Firmhouse.

7.2. If the Client in any way fails to comply with the foregoing provision, the Client will forfeit an immediately due and payable penalty of € 15,000 per violation and € 500 for each day the violation persists, without any further act or formality being required.

7.3. The foregoing shall be without prejudice to any other rights of Firmhouse, including the right to claim performance or compensation for the damage caused by the violation, insofar as such exceeds the penalty forfeited.

Article 8.   Liability

8.1. The liability of Firmhouse for damages incurred by the Client on any ground whatsoever is limited to a sum equal to the payments the Client is obliged to make under the Agreement over a period of 6 months (excluding VAT) prior to the event where the damages occurred, regardless of the number of events or the number of Accepted Quotations concluded. Under no circumstances will the total compensation to be paid by Firmhouse exceed a sum of € 250.000,- per year.

8.2. The liability of Firmhouse for indirect loss and consequential loss, such as: loss of earnings, lost savings and damage due to business stagnation, is explicitly excluded.

8.3. Any liability limitations shall not apply if and insofar the damage is the result of wilful misconduct or deliberate recklessness by the management of Firmhouse.

8.4. For there to be any right to compensation, the Client must report damages to Firmhouse in writing as soon as possible after the damage occurred. Any claim for compensation shall be barred by the mere expiry of a period of 6 months after the damage occurred.

8.5. Liability on the part of Firmhouse for an attributable failure to comply with the Agreement only arises if the Client gives Firmhouse proper notice of default in writing and without delay, while providing Firmhouse a reasonable term to remedy the failure, and Firmhouse remains in default as regards compliance with its obligations after that term as well.

8.6. Firmhouse is not liable for any damage caused by faults in products or services of the Client. The Client shall indemnify and hold Firmhouse harmless from and against all claims by third parties as a result of a fault in a product or service of the Client in which the Software and/or Materials of Firmhouse have been integrated, unless and in so far the Client is able to demonstrate that the damage was caused by the Software and/or Materials of Firmhouse.

Article 9.   Force majeure

9.1. Firmhouse will be entitled to invoke force majeure if the performance of the Standard Terms and Conditions and/or one or more Accepted Quotations is, in whole or in part, temporarily or

indefinitely, prevented or impeded by circumstances reasonably beyond its control. In case of force majeure, Firmhouse is not obliged to comply with its obligations towards the Client.

9.2. Firmhouse shall in any case be entitled to invoke force majeure in the case of failures in the internet or telecommunications infrastructure, (distributed) denial of service or other network attacks, breach of contract by the suppliers on which Firmhouse is depended for the performance of the Agreement, riots, insurrections, domestic unrest, labour disputes, war, accidents, actions of government, fire, floods or import- and export restrictions.

9.3. In the event that a situation of force majeure continues for more than 3 months, both Parties shall be entitled to terminate the Accepted Quotation(s) impacted by force majeure. Neither of the Parties shall be responsible for any damages in the event of force majeure.

Article 10. Duration, amendments and termination

10.1. The Parties enter into the Standard Terms and Conditions for an indefinite period of time. The Standard Terms and Conditions can only be terminated by providing written notice of termination to the other Party, and only if all Accepted Quotations are terminated or completed, taking into account a notice period of 3 months.

10.2. The Standard Terms and Conditions may only be amended with mutual consent of the Parties. Amendments to the Standard Terms and Conditions shall be laid down in a written document signed by authorized representatives of both Parties which will be attached to the Standard Terms and Conditions as soon as possible after signing.

10.3. The Parties will provide full cooperation to each other in amending the present Standard Terms and Conditions and adapting it to any (new) applicable laws and regulations.

10.4. The term of the Accepted Quotation will be determined on a case-by-case basis. If the Accepted Quotation does not indicate a specific term, the Accepted Quotation shall be deemed to be entered into for a minimum period of 1 year. Accepted Quotations may not be terminated prematurely.

10.5. If the Accepted Quotation concerns a continuing performance agreement, the Accepted Quotation shall be tacitly renewed at the end of each term with the same period as the initial term, unless one of the Parties provides a written notice of termination at least 1 month prior to the renewal.

10.6. If an Accepted Quotation is entered into for an indefinite period of time, both Parties have the right to terminate the Accepted Quotation at any moment by providing a written notice of termination at least 3 months in advance.

10.7. Unless otherwise provided for in the Agreement, the Agreement or any part thereof may not be terminated in the interim.

10.8. Firmhouse preserves the right to suspend its Services or terminate the Agreement with immediate effect by providing a written notice to the Client in the event that the Client applies for suspension of payments, the Client files for bankruptcy or is declared bankrupt, or the business of the Client is dissolved or terminated.

10.9. If Firmhouse suspends its Services, it retains its rights and entitlements under applicable law and the Agreement. If the Agreement is terminated, all claims of Firmhouse become immediately due and payable.

10.10. The Client may not invoke Section 6:271 of the Dutch Civil Code.

Article 11. Other provisions

11.1. The Agreement is governed by Dutch law.

11.2. In case of a dispute as a result of the Agreement, the Parties shall use reasonable endeavours to reach an amicable solution in consultation, or otherwise by means of mediation, before the Parties may submit the dispute to the court.

11.3. Insofar as the rules of mandatory law do not dictate otherwise, any disputes that cannot be resolved amicably or by means of mediation shall be submitted to the

competent Dutch court in the principal place of business of Firmhouse.

11.4. If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, for the purpose of replacing any such provisions, the Parties will stipulate a new provision or new provisions reflecting the purpose of the original Agreement or provision as far as legally possible.

11.5. Firmhouse will be authorized to transfer its rights and obligations under the Agreement to a third party that acquires the business operations to which the Agreement is subject.

11.6. Logs and communication received or stored by Firmhouse shall be deemed to be the authentic version, unless the Client is able to prove otherwise.

11.7. Firmhouse is allowed to use Client's name, logo and the general agreement description as a reference, unless agreed otherwise in writing.

11.8. The Parties will at all times inform each other immediately of any relevant changes in name, postal address, email address, telephone number and, if required for the performance of the Agreement, bank account details.

MODULE B. SOFTWARE

Article 1. Configuration and implementation

1.1. Subject to the terms and conditions of this Agreement, the Firmhouse grants to the Client a non-exclusive, non-transferable, limited right to use the Software and Documentation during the term of this Agreement.

1.2. Only if this is explicitly agreed upon in the Accepted Quotation, Firmhouse will be responsible for the implementation and/or configuration of the Software.

1.3. After implementation and/or configuration, Firmhouse will make the Software available to the Client. The Client shall evaluate within 5 days whether or not the implementation and/or configuration has been carried out correctly and either accept or reject the activities carried out by Firmhouse. Rejection of the Software shall be sufficiently substantiated and in writing. If the Client does not reject the implementation and/or configuration in writing within the aforementioned period of 5 days, the implementation and/or configuration shall be deemed to have been accepted.

1.4. The Client is not entitled to use the Software prior to acceptance of the implementation and/or configuration, unless if this is necessary for evaluation purposes. If the Client makes use of the Software for operational purposes, the implementation and/or configuration shall be deemed to have been accepted.

1.5. If the implementation and/or configuration is wholly or partly rejected by the Client, Firmhouse shall endeavour to repair any shortcomings as soon as possible, or explain why there is no ground for rejection. The Client shall subsequently re-evaluate the implementation and/or configuration in accordance with article 1.3.

1.6. If the Client rejects the implementation and/or configuration after re-evaluation, Firmhouse may charge additional costs for any further revisions. Furthermore, both Parties are then entitled to terminate the Quotation regarding the implementation and/or configuration of the Software. In case of termination, the Client is only obliged to reimburse the costs made by Firmhouse for the activities that have already been carried out. However, the Client shall not (or no longer) be entitled to use (or keep using) the Software after termination.

1.7. Any license fees which have been listed on an Accepted Quotation will become due and payable as specified on such an Accepted Quotation as soon as the Client has accepted the Software or in case the Client has not rejected the software as described in article 1.3.

Article 2. Use of Software

2.1. The Client represents and warrants the Software will not be used in violation of applicable law, the Agreement or any third party rights (such as Intellectual Property Rights). The Client shall indemnify and hold Firmhouse harmless from and against all claims and damages related to the aforementioned representations and warranties.

2.2. It is not permitted to use the Software in a manner that causes nuisance or hindrance for third parties and/or other clients of Firmhouse. This includes (among other things) use of personal scripts or programs for up- or downloading large amounts of data or excessively often accessing the Software.

2.3. If Firmhouse observes or is notified by a third party of any (suspected) unlawful or unauthorized use of the Software, Firmhouse shall have the right to take all reasonable measures to stop the (suspected) unlawful or unauthorized use. Firmhouse is not liable for any damage resulting therefrom.

2.4. If, in the professional opinion of Firmhouse, the continued functioning of the computer systems or network of Firmhouse is actually or under threat of being damaged or jeopardized, Firmhouse may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.5. The Client is fully responsible for the acts and omissions of End Users when using the Software. The Client indemnifies Firmhouse against claims by its End Users

in connection with any damage arising from non-compliance with the Agreement by End Users.

2.6. Unless the Agreement contains specific guarantees or explicitly agreed upon otherwise between the Parties, the Software will be made available on an "as-is" basis.

2.7. Firmhouse does not warrant that the Software will operate uninterrupted and error free, that the Software will identify or filter out all known spam, viruses or other programming routines that might cause the Client damage, or that the Software will operate with all combinations of hardware and software selected and used by the Client.

Article 3. Accounts

3.1. To be able to access and use certain Software, an Account may be required. Accounts are for individual use only and may not be shared by multiple End Users.

3.2. Accounts are protected by means of a username and password and sometimes 2-factor authentication. The Client is responsible for keeping its own username and password secret and also for its End Users to keep their username and password secret. Firmhouse may assume that actions undertaken from the Account of the Client and/or its End Users are authorized and supervised by the Client. The Client shall be fully liable for any actions undertaken from its Account.

3.3. If login credentials are accidentally disclosed or otherwise become known to a third party, the Client shall immediately inform Firmhouse and take all measures to prevent misuse of the Account.

Article 4. Client Data

4.1. Any Client Data remains the property of the Client and/or End Users. Firmhouse only obtains a non-exclusive and non-transferable right to use such Client Data insofar this is reasonably required for the performance of the Agreement.

4.2. After termination or expiration of the Agreement, Firmhouse will have the right to remove or delete all Client Data, without being obliged to provide a copy of the Client Data. The Client is responsible for making back-ups and/or

storing Client Data on another location before termination or expiration of the Agreement.

Article 5. Resource usage

5.1. Use of the Software may be subject to specific usage limitations (for example with regards to the maximum number of End Users, network capacity and/or storage space). If this is the case the case, the usage limitations will be specified in the Accepted Quotation.

5.2. If the Accepted Quotation does not contain specific usage limitations the use of network capacity and storage space shall be subject to a "fair use" regime. Fair use shall mean normal use of the that does not significantly exceed normal usage patterns. The Client will be considered to exceed normal usage patterns if the Client averagely uses more than twice the amount of network capacity or storage space used by other clients of Firmhouse under comparable circumstances.

5.3. If the Client exceeds the applicable usage limitations, Firmhouse is not liable if the Software becomes inaccessible or does not function properly. Furthermore, Firmhouse will be entitled to charge the Client for its additional usage against the customary rates of Firmhouse or to limit or block access to the relevant Services.

Article 6. Usage reports and billing

6.1. As compensation for the Software, the Client shall be due a monthly license fee. The amounts due by the Client are further described in the Accepted Quotation and may depend on the number of End Users and/or projects for which the Software has been used.

6.2. On the first day of each month, the Software may automatically generate a usage report and send the usage report to Firmhouse. This usage report will contain detailed information about the use of the Software during the previous month, including but not limited to the number of End Users and projects. Unless otherwise agreed upon between the Parties, the usage report will be the basis for the calculation of the fees per month and for

the invoice for the month for the previous month.

MODULE C. SERVICE LEVEL

Article 1. General provisions

1.1. This Module C outlines parameters and performance indicators for the Core Applications and shall not apply to other Software developed or made available by Firmhouse under the Agreement, unless explicitly indicated otherwise in the Accepted Quotation under which the Software is developed or made available to the Client.

Article 2. Support

2.1. In case of technical of practical questions related to the Core Applications, the Client may contact the helpdesk of Firmhouse by sending an e-mail to support@firmhouse.com.

2.2. The helpdesk will be available during Office Hours. The Services include a maximum of hours per month (in total for all Core Applications) for helpdesk support as specified in the Accepted Quotation. For additional use Firmhouse may charge additional costs against its customary rates.

Article 3. Maintenance

3.1. Firmhouse will perform Maintenance on a continuous basis to repair bugs or errors, modify or add new functionalities, or improve the functioning of the Core Applications.

3.2. Maintenance may lead to temporary unavailability of the Core Applications. In case that maintenance is expected to have a negative impact on Availability, the Maintenance will be conducted when use of the Core Applications by clients of Firmhouse is averagely low.

3.3. Emergency Maintenance may require immediate intervention and can therefore be carried out at any moment. However, Firmhouse will use its best efforts to minimise downtime and inconvenience for the Client in case of Emergency Maintenance.

Article 4. Incident handling

4.1. The Client shall report any Incidents to Firmhouse using the contact details below. If Incidents are reported to Firmhouse by other means (for example by using another phone number or email address), correct and timely follow-up cannot be guaranteed.

Priority 1 Incidents	Phone number
During Office Hours	+31 85 208 1875
Outside Office Hours	+31 85 208 1875

Priority 2 and 3 Incidents	Email address
During Office Hours	support@firmhouse.com

4.2. When reporting an Incident, the Client shall in any case provide to Firmhouse (i) the name of the Client's organization, (ii) the name and contact details of the person responsible for the follow-up of the Incident, (iii) a detailed and comprehensible description of the Incident, and (iv) a description of the measures already taken by the Client.

4.3. Reported Incidents will be examined by Firmhouse as soon as possible and will be prioritized by the support staff of Firmhouse in accordance with the scheme below.

Priority	Description	Examples
1 (High)	Problems which severely disrupt the business operations of the Client.	The Software is unavailable or cannot be accessed by End Users due to technical errors.
2 (Medium)	Problems which make use of one or more key functionalities of the Software impossible.	Certain functionalities of the Software keep crashing and cannot be used by End Users.
3 (Low)	General problems that do not directly affect the usability of the Software.	The interface of the Software is displayed incorrectly.

4.4. If, for any reason, the Client feels that an Incident is not been given the appropriate attention by the support staff of Firmhouse, the Client may contact the contract manager of Firmhouse. The name of the contract manager will be specified in the Accepted Quotation.

4.5. Depending on the prioritization of the Incident, the Response Time and Repair Time as indicated below shall apply.

Priority	Response Time	Repair Time
1 (High)	1 hour	4 hours
2 (Medium)	2 Office Hours	8 Office Hours
3 (Low)	8 Office Hours	40 Office Hours

4.6. Within the respective Response Time, Firmhouse will to the best of its ability inform the Client of (i) prioritization of the Incident, (ii) the chosen plan of action to resolve the Incident, and (iii) the estimated time required to solve the Incident or to provide a Workaround.

4.7. Firmhouse will use its best efforts to resolve the Incident or to provide a Workaround to the Client within the respective Repair Time. However, the time required to resolve the Incident is partially dependent on the nature of the Incident.

Article 5. Availability

5.1. Firmhouse offers a 99,5 monthly Availability with regards to the Core Applications. The Availability will be calculated by Firmhouse in accordance with the following formula:

$$A = \frac{TM - DT}{TM} x100$$

A = Availability
TM = Total amount of time in a given month (in minutes)
DT = Downtime in a given month (in minutes)

5.2. Downtime shall not include Scheduled Maintenance, Emergency Maintenance and force majeure events as described in Article 9 of Module A of these Standard Terms and Conditions.

Article 6. Compensation

6.1. If the Response Time or the Repair Time indicated in article 4.5 of this Module C have not been met, the Client will be entitled to claim a contractual penalty. For every hour (or Office Hour in case of Incidents with priority 2 or 3) that the actual Response Time or Repair Time exceeds the time period indicated in article 4.5, the Client will be entitled to a refund of 5% of the amount paid for the relevant Service in that specific month. In

no case the compensation shall exceed the amount paid by the Client for the Service in a given month.

6.2. If the Availability in any given month has been below the percentage indicated in in article 5.1 of this Module C, the Client will be entitled to claim a contractual penalty. For every percentage point that the actual Availability in a particular month has been below the percentage indicated in in article 5.1, the Client will be entitled to a refund of 10% of the amount paid for the relevant Service in that specific month. In no case the compensation shall exceed the amount paid by the Client for the Service in a given month.

6.3. In order to claim compensation, the Client must submit a request to Firmhouse within three calendar months from the month to which the request for compensation relates. A request for compensation must be in writing and shall be dully motivated.

6.4. Firmhouse will notify the Client within 30 days after receiving the request whether compensation will be awarded or not. Compensation will be deducted from the next scheduled invoice issued by Firmhouse.

MODULE D. DEVELOPMENT

Article 7. Values, principles and methodology

7.1. Development of Software by Firmhouse on behalf of the Client, will be performed in accordance with the so-called agile development method unless otherwise agreed upon. Essentially, Parties will jointly endeavor to realize Software intended by the Client in parts based on certain procedures and changing requirements. This is in contrast to programming based on a predetermined list of specifications.

7.2. Before Firmhouse will perform development work on behalf of the Client, the Parties will agree in writing:

    a. the hourly rate Firmhouse is entitled to charge Client. If applicable, the hourly rates will be specified per member of Firmhouse's development team; and/or

    b. the amount Firmhouse is entitled to charge Client per sprint.

7.3. Based on the information and preferences shared by Client and the agreed upon rates, the Parties will determine a budget. This budget will be pre-paid by the Client. Only after Firmhouse has received the payment, Firmhouse will spend hours on the basis of its professional insight on activities in the context of realizing the software. The aforementioned activities (amongst other activities) may consist of discussions and agreements with the Client, as well as the performance of (preliminary) research and development work. Spent hours will be deducted from Client's budget. When no more hours or costs can be deducted from the budget, Firmhouse will stop its activities and request an additional budget.

7.4. Where reasonably possible, the Parties will adopt the principles of *Continuous Delivery*. This means that (when Parties have agreed that Firmhouse will also provide updates and/or upgrades to the Software) Parties endeavor to build, integrate, test and/or deploy new versions of the Software in accordance with a pre-determined process or schedule. Within this process, Parties prefer more smaller incremental updates and upgrades of the Software over bigger and less frequent updates and upgrades. The goal of working in accordance with the *Continuous Delivery* method is reducing unavailability of the Software and the risk of incidents.

7.5. Parties agree to focus the development of Software on the simplest possible functional version of the intended Software, also called a "Minimum Viable Product" or "MVP". Parties endeavor to further develop the MVP with the wishes of the Client as a guideline. Parties acknowledge that the chance of delay or extra costs is increased if Parties do not focus on a MVP.

7.6. The Client shall enable Firmhouse to develop software on the basis of the aforementioned MVP concept. Therefore, Firmhouse may - at its own discretion - set priorities for the various wishes of the Client. Should, during the development of an application, it appear that certain wishes of the Client are too complicated for the MVP, Firmhouse will inform the Client. In good consultation, it will be decided to delete or simplify certain wishes.

Article 8. Roles and responsibilities

8.1. The Client will appoint a product owner and will make sure Firmhouse always has the latest contact information of the appointed product owner. The product owner is the first point of contact for Firmhouse regarding the development work and the product owner makes sure that Firmhouse has received the latest relevant information of the Client.

8.2. Firmhouse will appoint a project lead and will compose a development team. The development team will consist of at least:

    a. 1-3 Development Engineers who are qualified to perform at least two of the following roles: analyst, software architect, frontend developer, backend developer, automated tester and/or project lead;

    b. 0-2 OPS Engineers who are qualified to perform at least two of the following roles: project lead,

        automated deployment and/or monitoring specialist;

    c. 0-2 Visual/Interaction Designers

8.3. Firmhouse endeavors that each member of the development team is a qualified professional who has the requisite skills, expertise and experience (i) to develop the Software and (ii) to work in accordance with the aforementioned agile development method. The Client is entitled to object to certain members of the development team. Such objection must be made in writing and must be supported by reasonable grounds for objection. Should Client object, then the Parties shall in good faith discuss how to proceed. Furthermore, Firmhouse shall endeavor to replace the concerning member of the development team when other developers with similar skills are available.

8.4. The Client may assess the quality the development team (as a whole and its individual members) at any time. If the product owner reasonably believes that the project lead or a member of the development team is insufficiently productive or is otherwise obstructive to the agile development process, then Parties will in good faith discuss on how to proceed. Furthermore, Firmhouse shall endeavor to replace the concerning member of the development team when other developers with similar skills are available.

8.5. Parties will agree on when the project lead and the development team should be made available by Firmhouse for backlog refinement and sprint planning. Backlog refinement is the process of adding detail, estimates, and order to items in the product backlog. The product backlog is a dynamic list of everything the Client would like to be developed. The product backlog is never complete and constantly changes during the development process.

8.6. Unless otherwise agreed upon, the project lead and the development team will work on a semi full-time basis (32 hours of work per person, per week) during a Sprint.

8.7. After completion of a Sprint, the project lead and the development team should be made available by Firmhouse for sprint review meetings, wherein the attendees will determine what was done during the Sprint and what to develop next.

8.8. In the event that the project lead or a member of the development team is not available for more than 5 consecutive business days, then Firmhouse shall endeavor to replace the concerning person with an equally qualified project lead or developer.

Article 9. Process

9.1. Backlog Refinement and Sprint Planning meetings will be planned in good consultation between the project lead and the product owner. During the sprint planning, the product owner together with the development team endeavor to determine a 'definition of done' insofar reasonably possible. A definition of done must be recorded in writing. The Client is responsible for the product backlog and must make sure that the involved Parties are informed timely of the requirements of the intended Software.

9.2. Sprints will be planned in good consultation between the project lead and the product owner. If Parties have already agreed upon certain specifics regarding Sprints, then Parties will lay down such specifics in writing below:

    a. the development team will conduct a certain number of Sprints in a specified period during a number of weeks each.

9.3. Firmhouse is entitled to delay or suspend a Sprint when the Client has not provided Firmhouse with the required information in a timely manner.

9.4. Sprint review meetings will be planned in good consultation between the project lead and the product owner.

9.5. The product owner will determine in good faith whether the work developed during a sprint (hereinafter: 'increment') meets the definition of done after the increment has been tested by Firmhouse.

Article 10.   Governance

10.1.   The contact persons mentioned in the Accepted Quotation endeavor to meet at least once per two months to evaluate the cooperation between Firmhouse and the Client.

If either Party, any development team member, the product owner or the project lead becomes aware of any impediment that may have a negative impact on the development team and/or its output, the relevant person will report this to the main contact of Client and Firmhouse. Parties will discuss such report as soon as reasonably possible in order to agree on remedial actions if necessary.

10.2.   In the event that Parties are unable to resolve an issue arising in relation to the development of Software, either Party shall have recourse to the following escalation procedure.

Either of the aforementioned contact persons may choose to escalate an issue to the escalation contacts specified in the Accepted Quotation.

Article 11.   Additional costs

11.1.   Sprints and other work by Firmhouse is carried out during Office Hours. If Firmhouse performs Sprints or other work outside of Office Hours on the instructions of the Client, then Firmhouse is entitled to charge such overtime as follows:

   a. if Firmhouse works overtime on a weekday (Mon – Fri) or on Saturday, the Client is obliged to pay Firmhouse 150% of the agreed upon hourly rate for the overtime hours;

   b. if Firmhouse works overtime on a Sunday, Dutch national holiday or a day that Firmhouse has indicated to be closed, then the Client is obliged to pay Firmhouse 200% of the agreed upon hourly rate for the overtime hours.

11.2.   If Firmhouse, on request of the Client, agrees to perform work on a location outside of its main offices, then Client is obliged to reimburse Firmhouse for all related additional costs. These costs may include: travel   expenses,   (travel) insurance costs, costs of accommodation and costs for food and drinks.

Article 12.   Acceptance

12.1.   After a Sprint, Firmhouse will decide if the increment or part thereof is suitable for testing, acceptance and/or use. If so, Firmhouse will make the increment (or part thereof) available to the Client. Where relevant and available, Firmhouse will provide the Client with related documentation,   such   as   version information or release notes.

12.2.   Client may perform an acceptance test against the agreed upon definition of done recorded in writing, unless other acceptance criteria have been agreed upon. On request, Firmhouse shall reasonably assist the Client in performing an acceptance test. Parties will agree beforehand what costs may be charged by Firmhouse for such assistance.

12.3.   The acceptance test must be performed within 5 business days after Firmhouse has notified the Client that the increment is made available to Client. Any and all feedback or error reports in relation to the   increment   must   be   received   by Firmhouse in a detailed written notice on the   sixth   (6th)   business   day   after Firmhouse has notified the Client that the increment is made available. In the event that   Firmhouse   does   not   receive   any detailed written feedback or error reports on the sixth (6th) business day, then the increment will be deemed accepted by Client.

12.4.   Should the Client provide Firmhouse with detailed   written   feedback   or   error reports, then Firmhouse will endeavor to remedy the situation within 20 business days by performing modifications to the increment in accordance with the agreed upon   definition   of   done   or   other acceptance criteria. On first request of Firmhouse, the Parties will discuss Client's written feedback or error reports in good faith as soon as reasonably possible.

12.5.   When, in the opinion of Firmhouse, the modified increment is in accordance with the   definition   of   done   or   other acceptance criteria, then Firmhouse will make the modified increment available to

the Client. The process in paragraph 6.2. and 6.3. will then be repeated.

12.6. Should Client perform a second acceptance test and conclude that the increment still doesn't meet the definition of done or other agreed upon acceptance criteria, then Client's sole remedy is taking one or more of the following measures:

 a. Specifying a new extension period wherein Firmhouse shall use its best efforts to modify and test the increment until the definition of done or other agreed upon acceptance criteria have been met; and/or

 b. Accepting that part/those parts of the increment that the Client deems suitable at such a reduced price as Firmhouse and Client shall agree upon. If no agreement is reached about the price reduction, the Client is entitled to reject the increment in accordance with article 6.7.

12.7. If the 20-day period in article 6.4. or any further agreed upon extension period has lapsed and the increment objectively still doesn't meet the definition of done or other agreed upon acceptance criteria, then the Client may reject the increment and terminate the Agreement. In such case, Firmhouse is obliged to refund upfront payments made by the Client for work not yet performed by Firmhouse.

Article 13. Intellectual Property Rights

13.1. The Agreement does not cause any transfer Intellectual Property Rights. All Intellectual Property Rights in and to any materials provided by the Client to Firmhouse in relation to the development of Software, shall be exclusively vested in the Client and/or its licensors. Client hereby grants Firmhouse a non-exclusive license to use Client's Intellectual Property Rights to fulfil its obligations under the Agreement.

13.2. Intellectual Property Rights in and to Software developed by Firmhouse shall be exclusively vested in Firmhouse and or its licensors. Firmhouse is entitled to include third party software and/or open source software in the Software. Firmhouse represents that to the best of its knowledge the Software adheres to any license requirements of such third party software and/or open source software. Unless otherwise agreed upon, Firmhouse is not obliged to provide the Client with the source code of any Software.

13.3. The Client will indemnify Firmhouse against, and hold Firmhouse harmless from, all claims from third parties for (alleged) infringement of any Intellectual Property Rights or other rights of third parties in use of materials provided by Client to Firmhouse.

MODULE E. CONSULTANCY, COACHING AND TRAININGS

Article 1. Consultancy

1.1. Firmhouse will execute agreed upon consultancy or coaching services to the best of its ability and with due care and skill. Client acknowledges that the quality of any consultancy or coaching depends to a great extent on the information provided by the Client. Firmhouse is in no way responsible or obliged to check the information provided by the Client.

1.2. Parties endeavor to agree upon the scope of the consultancy or coaching services. Should the scope of the consultancy or coaching services change and lead to additional work, then the Client is obliged to pay for such additional work in accordance with agreed upon fees.

1.3. Insofar reasonably possible, Firmhouse will inform the Client in advance of the estimated time and costs related to the consultancy services to be performed. The time required for the consultancy services in question depend on various factors, including the cooperation of the Client. Should Client fail to provide Firmhouse with adequate and timely cooperation, Firmhouse will be entitled to charge Client reasonable additional costs.

1.4. Parties acknowledge that Firmhouse (or a specific employee) may become closely involved in the business and/or innovation process of the Client when the Client uses Firmhouse's coaching services. Firmhouse shall treat any information it may have acquired from the Client when providing the coaching services as 'Confidential Information' as meant in article 6 of the General Part of these Standard Terms and Conditions.

1.5.

Article 2. Training

2.1. Parties may agree upon a certain training to be provided by Firmhouse. Unless otherwise agreed upon, Firmhouse will only provide a trainer. The Client is responsible for providing the facilities required for the training, such as: an adequate space for the training, computers, beamers, an internet connection and refreshments.

2.2. The Client is obliged to reimburse Firmhouse for all related additional costs a trainer reasonably makes when providing a training on a location specified by the Client. These costs may include: travel expenses, (travel) insurance costs, costs of accommodation and costs for food and drinks.

2.3. On request of Firmhouse the Parties will reasonably determine a maximum amount of attendees and/or other conditions with regard to the training, such as: only allowing the people whose names have been provided to Firmhouse to attend the training.

2.4. In general, the Client is entitled to cancel or reschedule a training in writing up to two weeks before the commencement of the relevant training. In such a case, costs not yet made by Firmhouse will be remitted. However, the Client will still be obliged to reimburse Firmhouse for actual costs made, such as non-refundable flight tickets or hotel reservations. If the Client cancels within two weeks before commencement of the relevant training, then the agreed upon fees remain payable in full. The Client is entitled to register a substitute participant up to the day on which the relevant training commences, which shall not be deemed as a cancellation.

MODULE F. GOMONTHLY SERVICE AND PLATFORM

Article 1. Additional definitions

All capitalized terms used in this Module F that have not been introduced in Article A.1, both in the singular and plural, are understood to have the meaning as described in this article.

1.1. **Consumer**: A natural person residing in the Territory that has access to the GoMonthly Frontend.

1.2. **GoMonthly Backend**: An online administration backed in which Client can log in via its account to view (un)subscriptions, actions taken by Consumers (like retry, refund and messaging), and access export functions for bookkeeping and asset management purposes.

1.3. **GoMonthly Frontend**: The website made available by Firmhouse where Consumers can (un)subscribe to a Client rental/lease subscription and use Consumer supportive features.

1.4. **GoMonthly Service**: The web application made available by Firmhouse including related online communication tools, underlying infrastructure to integrate with Payment Providers to capture Consumer payments, export features to support bookkeeping, accounting and tax registration needs of Client, integration with warehousing or transport providers, and limited end customer support duties.

1.5. **Lease and/or Rental Agreements**: The agreement concluded between Client and Consumer to arrange the leasing and/or rental or Products.

1.6. **Payment Provider**: A financial institution that collects Consumer payments for the leasing and/or rental of Products of Client.

1.7. **Product**: The Client product offered by Client to Consumers via the GoMonthly Service, as specified in the Accepted Quotation.

1.8. **Secured Nominee Account**: A secured nominee account for collecting the payments, under management by Stichting Firmhouse Payments which operates a specified and designated bank account for collecting payments of customers on behalf of a third party.

1.9. **Territory**: The countries as specified in the Accepted Quotation.

Article 2. GoMonthly Service Description

2.1. Firmhouse hosts the GoMonthly Service for Client or any of its Affiliates in order to enable Client or its Affiliates to offer its Products on a lease or rental basis to Consumers, which includes a integration with Payment Providers to capture Consumer payments for Client.

2.2. The GoMonthly Service consists of the GoMonthly Frontend and GoMonthly Backend. The GoMonthly Frontend is designed for Consumers to subscribe and unsubscribe to the subscription and conclude a Lease and/or Rental Agreement with Client. The GoMonthly Backend is created for Client to log in via its account and view (un)subscriptions, actions taken by Consumers (like retry, refund and messaging), and insight into the bookkeeping and VAT-payments done so that Client can export these into its own bookkeeping and tax registration systems and processes.

2.3. The GoMonthly Service includes payment transfer facilitation using Stripe Connect or integration with a Payment Provider of choice provided by Client.

2.4. Firmhouse offers the GoMonthly Service, infrastructure and other tools and processes as usage licenses to Client (as SaaS solution).

2.5. The GoMonthly Service provided by Firmhouse includes, to the extent not already described in this Agreement, all such activities as are necessary for the performance of the GoMonthly Service, which shall include co-operating with third parties essential to the provision of the GoMonthly Services, such as third party warehousing and distribution partner.

2.6. In case the payment processing services for Client's Products on GoMonthly are provided by Stripe Connect these are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these terms parties agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Firmhouse enabling payment processing services through Stripe, Client agrees to provide Firmhouse accurate and complete information about its business and its legal representatives, and authorizes Firmhouse to share it and transaction information related to the use of the payment processing services provided by Stripe.

2.7. Client enters into these Standard Terms and Conditions for its own benefit and for the benefit of the Client's affiliates. However, only Client shall be entitled to enforce provisions of these Standard Terms and Conditions against Firmhouse (also for the benefit of Client's affiliates).

Article 3.   Position of Firmhouse

3.1. Firmhouse provides the GoMonthly Frontend at the instructions of Client. Firmhouse is not responsible for the leasing/rental construction offered to consumer by Client to Consumers.

3.2. Client decides what Products will be leased and/or rented, and under what specific conditions. Client understands that Firmhouse cannot give any guarantees about the number of products that will be leased and/or rented.

3.3. Client is the party that concludes Lease and/or Rental Agreements with Consumers. Firmhouse will be no party to any of these agreements.

3.4. Consumer payments for the leasing and/or rental of Products will be collected and handled by the Payment Provider. This Payment Provider may in turn use additional services (i.e. credit card processors, PayPal) to offer Consumers payment methods. Firmhouse will only contact Consumers about periodic payments, cancellation options and invoices but will not actually collect any of the payments. Collection of the payments will be solely done by the Payment Provider.

3.5. In order to fully operate the GoMonthly Service, Firmhouse will use subcontractors such as the Payment Provider(s) and other subcontractors. Firmhouse shall at all times remain responsible for all obligations performed by its subcontractors to the same extent, as if such obligations were performed by Firmhouse. These parties act under the responsibility of Firmhouse when processing payments for Client. Client agrees to the applicability of the general terms and conditions of these Third Parties as attached to this Accepted Quotation, while using the GoMonthly Service.

3.6. If and to the extent Firmhouse or any of its personnel requires any licenses, permits, registrations or other authorizations of any governmental or semi-governmental body, agency or organization or other third parties

in connection with the GoMonthly Service, Firmhouse shall obtain such licenses, permits, registrations and other authorizations.

3.7. Client will be responsible to arrange the appropriate registrations, licenses or other authorizations with respect to the leasing/ renting of its Products.

3.8. From the moment the Quotation is accepted, Client hereby authorizes Firmhouse to collect on Client's behalf any and all amounts due under a subscription agreement for the Products entered into between Client and a Consumer, via the Payment Provider approved by Client. Firmhouse shall be authorized to collect such payments until the date of termination of this authorization pursuant to Section 3.9.

3.9. Firmhouse is obliged to collect all amounts due from consumers to Client on a Secured Nominee Account (in Dutch: derdengeldrekening) and transfer the collection of payments on a monthly basis to Client on a date as instructed by Client.

3.10. Firmhouse may offset any due payments from the Client against payments collected from Consumers on behalf of the Client.

3.11. Client has the right to terminate the authorization set forth in Article 3.8 at any time upon providing written notice to Firmhouse.

3.12. Client shall provide written notice of termination of its authorization to Consumer. Until such time that Consumer receives written notice of such termination, payment of its debt to Firmhouse shall be deemed a valid discharge of its debt towards Client under the subscription agreement.

3.13. Firmhouse acknowledges and agrees for the avoidance of doubt that no rights or obligations, including those related to payment, pursuant to any agreement between Client and

Consumer will be transferred to Firmhouse.

MODULE G. PERSONAL DATA

Article 1. General provisions

1.1. As part of the Services, Firmhouse may undertake to process personal data on behalf of the Client. If this is the case, the provisions contained in Module G shall apply.

1.2. Where, in these Standard Terms and Conditions, reference is made to terms defined in Regulation 2016/679/EU on the protection of natural persons with regard to the processing of personal data (hereinafter "**GDPR**"), such terms must be interpreted as heaving the meaning assigned to them in the GDPR.

Article 2. Processing and purposes

2.1. Processing of personal data shall take place exclusively for the performance of the Agreement and for the purposes determined in consultation between the Parties.

2.2. The types of personal data that are or will be processed by Firmhouse and the categories of data subjects to whom the personal data relates, are specified in Appendix B. Appendix B will be supplemented if new Accepted Quotations are concluded or existing Accepted Quotations are amended.

2.3. Firmhouse shall not process the personal data for any purpose other than determined by the Client. The Client shall inform Firmhouse of the purposes of the data processing insofar as these are not already stated in the Accepted Quotation and/or Appendix B.

2.4. Firmhouse has no control over the purpose of and means for the processing of personal data. Firmhouse takes no unilateral decisions about the receipt and use of the personal data, the provision to third parties and the duration of the storage of personal data.

Article 3. Obligations of the Parties

3.1. With regard to the processing operations referred to in these Standard Terms and Conditions, both Parties shall comply, taking into account their statutory role, with the obligations imposed on them by the GDPR.

3.2. The Client guarantees that the contents, use and instructions for the processing of the personal data as referred to in these Standard Terms and Conditions are not unlawful and do not infringe upon any right of third parties. The Client indemnifies and holds Firmhouse harmless from any legal claims (including administrative penalties) of supervisory authorities and third parties in this regard.

3.3. Firmhouse shall provide the Client with all reasonable assistance necessary for Client to comply with its obligations resulting from the applicable privacy legislation. In this regard, Firmhouse shall provide the Client with reasonable assistance in case applicable privacy legislation requires a Data Protection Impact Assessment to be conducted before the intended processing of personal data may be carried out. Firmhouse may charge reasonable costs for the aforementioned assistance.

Article 4. Transfer of personal data

4.1. Firmhouse is permitted to process the personal data in countries within the European Economic Area (hereinafter: "EEA"). Transfer to countries outside the EEA, is permitted only with due observance of the GDPR and other applicable laws and regulations.

4.2. Firmhouse will notify the Client upon first request about the country or countries where personal data is being processed by Firmhouse on behalf of the Client.

Article 5. Responsibilities of the Parties

5.1. The permitted processing operations shall be performed by Firmhouse in a (semi-) automated environment.

5.2. Firmhouse is solely responsible for the processing of personal data under the Agreement in accordance with the instructions of the Client and under the final responsibility of the Client.

5.3. Firmhouse is not responsible for other processing activities, including in any case but not limited to the collection of personal data by the Client, processing by third parties engaged by the Client and processing for purposes falling outside the scope of the Agreement.

Article 6. Sub-processors

6.1. The Client authorizes Firmhouse to engage third parties (hereinafter: "**Sub-processors**") in the processing of personal data, pursuant to the obligations laid down in Module G and taking into account the GDPR and other applicable privacy laws and regulations.

6.2. If Firmhouse intends to engage a new Sub-processor, Firmhouse shall notify the Client in advance. The Client may lodge a duly substantiated objection against the engagement of the Sub-processor in writing within 14 days of notification. If the Client does not lodge an objection within 14 days of notification, the Client shall be deemed to have accepted the engagement of the Sub-processor.

6.3. If the Client lodges a complaint against the engagement of a Sub-processor, Firmhouse may not be able to (fully) provide its Services to the Client. Parties shall endeavor to find an appropriate solution within 30 days after the Client lodged an objection. If the Parties cannot find a solution, Firmhouse shall have the right to engage the Sub-processor and the Client will have the right to terminate the Accepted Quotations under which the Sub-processor will be engaged.

6.4. Firmhouse shall impose obligations at least as stringent as the obligations of Firmhouse under Module G upon any Sub-processors engaged in the processing of personal data.

Article 7. Security measures

7.1. Firmhouse shall take appropriate technical and organizational measures to protect the personal data against loss or any form of unlawful processing (such as unlawful destruction, loss, alteration, unauthorized disclosure or unauthorized access to the personal data). In this regard, Firmhouse will take the security measures laid down in Appendix C.

7.2. The Client acknowledges that the security measures laid down in Appendix C provide an appropriate level of protection of the personal data being processed by Firmhouse under the Agreement.

7.3. Parties acknowledge that technology is constantly improving, therefore the Firmhouse is allowed to change the technical and organisational measures from time to time. Firmhouse endeavours to only update the technical and organisational measures for the better, taking into account the state of technology, the costs of implementation and the user experience.

7.4. The Client will inform Firmhouse if, in the opinion of the Client, additional security measures must be taken in order to comply with applicable privacy legislation.

Article 8. Notification of a personal data breach

8.1. In the event of a personal data breach, Firmhouse shall inform the Client within 48 hours after it has discovered the personal data breach, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of data subjects.

8.2. Firmhouse shall provide information to the Client regarding the nature of the personal data breach including, where possible:

   a. the categories and approximate number of data subjects concerned;
   b. the approximate number of personal data records concerned;
   c. the name and contact details of the data protection officer or other contact point where more information can be obtained;
   d. the likely consequences of the personal data breach; and
   e. the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

8.3. The Client shall assess whether it will inform the competent supervisory authorities and/or data subjects concerned about the personal data breach. Upon request of the Client, Firmhouse shall cooperate in informing the competent supervisory authorities and/or data subjects concerned. Costs made by Firmhouse in this regard shall be borne by the Client.

Article 9. Rights of data subjects

9.1. In the event that a data subject addresses a request concerning one of his/her statutory rights regarding his/her personal data as referred to in the GDPR to Firmhouse, Firmhouse shall forward the request to the Client. The Client will subsequently handle the request. Firmhouse may inform the data subject that the request has been forwarded to the Client.

9.2. Firmhouse shall, if requested by the Client, provide assistance to the Client to comply with requests of data subjects. Reasonable costs made by Firmhouse in this regard shall be borne by the Client.

Article 10. Obligation of confidentiality

10.1. All personal data that the Firmhouse receives from the Client and/or collects within the context of the Agreement, is subject to an obligation of confidentiality towards third parties. Firmhouse will refrain from using personal data for any purpose other than that for which it has been acquired.

10.2. This obligation of confidentiality shall not apply insofar as the Client has given explicit consent for the personal data to be provided to third parties, if disclosure of personal data to third parties is reasonably necessary for the implementation of the Agreement, or if there is a legal obligation to provide the personal data to a third party.

Article 11. Audit

11.1. The Client is entitled to have audits conducted by an independent professional third party bound to observe confidentiality in order to verify compliance with this Module G.

11.2. This audit will only take place if the Client, after requesting and assessing already available audit reports, provides reasonable arguments that justify a (new) audit initiated by the Client. An audit is justified when already available audit reports do not provide sufficient information about

compliance with these Standard Terms and Conditions.

11.3. The audit initiated by the Client will take place with a maximum of once per year. Audits must be announced in writing at least two weeks in advance. The Parties shall mutually determine when audits will be performed.

11.4. Firmhouse shall (i) provide all reasonable cooperation to the auditor, (ii) provide relevant information to the auditor, and (iii) make available its relevant personnel if reasonably requested by the auditor, within a reasonable period of time with a maximum of two weeks.

11.5. Findings of the auditor shall be assessed by the Parties in mutual consultation and, if necessary, be implemented by one of the Parties or both Parties jointly.

11.6. All costs related to the audit (including the reasonable costs made by Firmhouse) shall be borne by the Client.

Article 12.   Termination

12.1. In the event of termination, dissolution or notice of termination of these Standard Terms and Conditions, Firmhouse shall of its own accord (i) provide to the Client all personal data obtained from or on behalf of the Client in a manner and format agreed upon by both Parties, (ii) cease the processing of personal data on behalf of the Client, and (iii) permanently delete all personal data.

AGREEMENT

By accepting a Quotation including the Standard Terms and Conditions the Client hereby declares (i) to be duly authorized to enter into an Agreement on behalf of the Client, (ii) to agree to the terms and conditions set forth in the Standard Terms and Conditions, and (iii) to have received and agree to all Modules and Appendices attached to and/or mentioned in the Standard Terms and Conditions.

APPENDIX A. QUOTATION TEMPLATE

This Quotation Template describes the structure of a Quotation which specifies the Services and Software Firmhouse provides to the Client and specific arrangements made between the Parties. All terms and conditions stipulated in the Standard Terms and Conditions apply to the Quotation to the extent not explicitly deviated therefrom in such a Quotation. Capitalized terms not otherwise defined in the Quotation shall have the meaning ascribed to them in the Standard Terms and Conditions.

PARTIES

	Firmhouse	Client
Company name		
Company address		
Other details (VAT no)		

Billing address	
Name	
Address	
Phone number	
Email address	
Chamber of Commerce number	
Purchase number	
Email address invoices	

SERVICE DESCRIPTION

Service	Price	Amount	Subtotal

Total €[total amount]

DURATION

Effective Date	
Initial Term	
Automatic renewal	
Notice period	

MAIN CONTACTS *(OPTIONAL)*

Party	Client	Firmhouse
Name		
Function		
Email address		
Telephone number		

ESCALATION CONTACTS *(OPTIONAL)*

Party	Client	Firmhouse
Name		
Function		Manager
Email address		
Telephone number		

SIGNATURE

Firmhouse

Signature _____

Name _____

Function _____

Date _____

Client

Signature _____

Name _____

Function _____

Date _____

APPENDIX B

SPECIFICATION OF PERSONAL DATA AND DATA SUBJECTS

In connection with the Agreement, Firmhouse will process the personal data on the instructions of The Client. A specification of such data and data subjects are available upon request.

APPENDIX C

SECURITY MEASURES

Security policy	Firmhouse has in place an internal security policy which will be updated on a regular basis, taking into account technological advancements and changes to the Services.
Data access protection	Firmhouse has in place security measures to protect physical and logical access to personal data and locations in which this data is stored or processed.
Authorisation	Firmhouse makes use of logical access control systems and will regularly verify the access rights granted to its personnel and/or third parties involved in the processing of the personal data.
Authentication	Access to personal data is protected by authentication measures (e.g. passwords, smart cards, tokens or digital certificates) Firmhouse deems appropriate.
Password policy	Firmhouse makes use of a password policy that outlines the requirements to which passwords are subject.
Malware	Firmhouse makes use of firewalls and anti-virus software to protect systems from malware and other harmful software.
Encryption	Firmhouse makes use of encryption technology for the storage and transmission of personal data, in order to prevent unauthorized persons to be able to access personal data.
Updates and patches	Firmhouse will regularly provide updates and security patches for the software in order to avoid or remedy (potential) security flaws and protect the personal data.
Logging	Firmhouse makes use of mechanisms to log (attempts to) access personal data.