

## **TERMS OF DELIVERY OF STICHTING NLinBUSINESS**

These Terms of Delivery apply (i) to every type of use of the Platform and/or (ii) the delivery by Stichting NLinBusiness (hereinafter: "NLinBusiness") to the Counterparty and its use of Services and Products.

If a direct conflict arises between one or more provisions in these Terms of Delivery and the Agreement, the text of the Agreement will prevail.

### **1. Definitions**

- 1.1 "Offer" means Content and/or services offered by the Counterparty via the Platform.
- 1.2 "Annex" means an appendix to a Schedule to which reference is made in the Schedule and which forms part of the Agreement. NLinBusiness is authorised to unilaterally amend an Annex and its contents.
- 1.3 "Application" means any specific hosted application(s) for which Services are provided, identified and described in the Order. This Application may be owned by NLinBusiness or a third party.
- 1.4 "Schedule" means a Schedule to which reference is made in the Agreement and which forms part of the Agreement.
- 1.5 "Branding" means the Counterparty's corporate branding, such as trademarks, names or logos.
- 1.6 "Content" means all data entered, created or used by the Counterparty when using the Platform and/or the Products. Examples include the content of the Platform, texts, images, videos, information/data, augmented/virtual reality environments, etc.
- 1.7 "Services" means all services provided by NLinBusiness, such as application services, access to the NLinBusiness web platform, educational services and support of all Applications as described in the Order and the Specification Sheet.
- 1.8 "Distributor" means a party that purchases the Platform (or part thereof) as a service from NLinBusiness and integrates it with its own platform.
- 1.9 "Instruction Sheet(s)" means practical manuals and instructions from NLinBusiness. NLinBusiness can always amend Instruction Sheets.
- 1.10 "Intellectual Property Rights" means all copyrights, patents, registered and unregistered design rights, trademarks and service marks and applications for any of these rights, together with all database rights, trade secrets, know-how and other intellectual property rights in all parts of the world.
- 1.11 "Terms of Delivery" means these terms of delivery.
- 1.12 "Term" means the term of the Agreement as stated in the Order and/or the Partner Agreement.
- 1.13 "Merchant" means a party that uses the Platform (or part thereof) to promote its Offer.
- 1.14 "Order" means the document containing specific agreements regarding the delivery of Products and/or Services between NLinBusiness and the Counterparty. The Order will be signed by both parties or entered into by the Counterparty by accepting the agreements via NLinBusiness's website, which acceptance will be confirmed by NLinBusiness by email.
- 1.15 "Agreement" means the agreement between NLinBusiness and the Counterparty as laid down in the Order and/or the Partner Agreement, any Schedule or supplementary agreement (such as a separate Data Processing Agreement, if applicable) and these Terms of Delivery, or the agreement as entered into by the parties in any other form.
- 1.16 "Partner Agreement" means the document containing the specific agreements between NLinBusiness and the Counterparty. The Partner Agreement is signed by both parties.

- 1.17 "Platform" means the physical and digital network of NLinBusiness, including all digital Applications, which include websites, the academy, the digital display, the community, etc., belonging to and/or made available by NLinBusiness.
  - 1.18 "Products" means all goods and/or Applications supplied by NLinBusiness.
  - 1.19 "In Writing": by means of a document signed by both parties or by a letter, fax or email or any other technical method agreed by the parties;
  - 1.20 "Specification Sheet" means the document in which the nature and scope of the Services, Products and/or deliveries, any service levels, service procedures, additional arrangements and security measures are described in more detail and which forms a Schedule to the Agreement. Specification Sheet can also refer to several Specification Sheets, which form part of an Agreement.
  - 1.21 "Counterparty" means a private or public party authorised by NLinBusiness on the basis of an Agreement to use the Platform and/or to purchase Products.
- 2. Non-commercial nature**
    - 2.1 NLinBusiness does not offer the Platform and/or the Products in a commercial capacity, but in order to achieve its statutory objectives. It has the right not to enter into an Agreement, or to amend or terminate an Agreement or parts thereof if the Counterparty does not act in accordance with NLinBusiness's objectives.
- 3. Mission and UN Sustainable Development Goals**
    - 3.1 The Counterparty is aware of and endorses NLinBusiness's mission statement.
    - 3.2 NLinBusiness aims to actively contribute (within its capabilities) to realising the Sustainable Development Goals ('SDG'), as adopted by the United Nations in 2015. In addition, NLinBusiness endorses the International Corporate Social Responsibility ('ICSR') Guidelines. The Counterparty is aware of this and endeavours to also contribute to ICSR and to realising the SDGs.
    - 3.3 Upon request, the parties will inform each other about their activities concerning the realisation of the SDGs and ICSR.
- 4. Period**
    - 4.1 The Agreement will enter into force on the effective date set out in the Order or in the Partner Agreement and will remain in force for the Term of the Agreement as set out in the Order or in the Partner Agreement. Subsequently, the Agreement will be continued for an indefinite period of time, until such time as one party notifies the other party In Writing, with due observance of at least one month's notice, that the Agreement will end.
- 5. Costs**
    - 5.1 If NLinBusiness wishes to charge (additional) prices and/or rates and/or wishes to increase prices and rates by more than the Statistics Netherlands (CBS) Price Index for Services, it will notify the Counterparty accordingly at least three months in advance, with the Counterparty being entitled to terminate the Agreement (prematurely) In Writing within 1 (one) month after such notification. If no notice of termination is given in good time, the Counterparty has accepted the new terms and conditions.
    - 5.2 NLinBusiness will always be permitted to increase prices or rates based on the Statistics Netherlands (CBS) Price Index for Services.
- 6. Rights of use**
    - 6.1 Licence. NLinBusiness will grant the Counterparty a non-exclusive, non-transferable licence to use the Platform, the results of Services and/or Products as set out below for the Counterparty's own regular business purposes.
    - 6.2 Personal licence. The licence granted to the Counterparty in Clause 6.1 is personal and the Counterparty is not permitted to transfer licence rights to a third party, or sublicense or otherwise dispose of or use such rights in full or in part. Nothing in the Agreement transfers any title to the Platform or the results of Services and/or Products to the Counterparty or to third parties.

- 6.3 Suitability. The Counterparty acknowledges that:
- 6.3.1** it is the sole responsibility of the Counterparty to determine whether the Platform, the results of Services and/or Products meet the requirements of its organisation and to satisfy itself that they are suitable for operational use in its business;
  - 6.3.2** it is the Counterparty's sole responsibility to ensure the validation, correction of errors, back-up and reconstruction of its own data and/or software and Content.
7. The Counterparty's obligations
- 7.1 Acknowledgements. The Counterparty acknowledges that:
- 7.1.1** it will only use the Platform, the results of Services and/or Products for legal purposes and in accordance with the Agreement; and
  - 7.1.2** it will follow all instructions of NLinBusiness with regard to the Platform, the results of Services and/or Products, including the requirements set out in the Agreement, and will use and adhere to the user names, passwords and any authentication codes or security procedures that NLinBusiness may notify the Counterparty from time to time; and
  - 7.1.3** NLinBusiness is entitled to modify the functionality of the Platform and/or the Products from time to time. Although it will endeavour to limit the consequences of such changes for the Counterparty, it cannot give any guarantees in this respect; and
  - 7.1.4** NLinBusiness may use the Offer that the Counterparty has made publicly available free of charge to operate the Platform and/or the Products, to improve the quality and functionality of the Platform and/or the Products and to promote the Platform and/or the Products. This consent also implies the right to analyse data flows and to use these findings that arise as a result.
- 7.2 Restrictions. The Counterparty shall refrain from:
- 7.2.1** reproducing, distributing or otherwise disclosing the content of the Platform, the results of Services and/or Products, except as stated in the Agreement;
  - 7.2.2** sending information through the Platform and/or the Products, except if necessary for the Counterparty's agreed use of the Platform and/or the Products;
  - 7.2.3** to use run-time versions of third-party products that can be incorporated into a platform and/or products for any use other than the use of the Platform, the results of Services and/or Products;
  - 7.2.4** modifying, disassembling, decompiling or reverse engineering the Platform and/or the Products, except to the extent permitted by law and notified to NLinBusiness 90 days in advance;
  - 7.2.5** using the Platform and/or the Products in a manner not expressly provided for in the Agreement.
- 7.3 Third-party licences. The Counterparty is responsible for obtaining and maintaining all licences and authorisations required for third-party software used in connection with the Platform and/or the Products.
- 7.4 Breach of obligations. If the Counterparty acts contrary to one of its obligations above, the following applies, without prejudice to the other provisions and conditions in the Agreement:
- 7.4.1** NLinBusiness cannot be held liable for the non-performance of its obligations as a direct or indirect result of such a failure on the part of the Counterparty;
  - 7.4.2** NLinBusiness is entitled to bill the Counterparty for staff costs incurred to solve potential problems.
  - 7.4.3** NLinBusiness has the right to terminate any Agreement (in whole or in part) for any reason whatsoever with immediate effect and without any liability.

8. Branding and Content
- 8.1 Branding and licence. The Counterparty warrants that it is the owner or authorised user of all Intellectual Property Rights and all other rights in its Branding. The Counterparty agrees that NLinBusiness may include (parts of) the Branding for the Platform and/or Products, and the Counterparty hereby grants NLinBusiness a non-exclusive licence to do so for the duration of the Agreement. If it is necessary for this purpose for NLinBusiness to become a registered user, the Counterparty undertakes to make every effort to obtain such a registration without delay.
- 8.2 Lawful use. The Counterparty acknowledges and agrees that it is fully responsible for the Content and the use that it or third parties make of the Content for any purpose, and that NLinBusiness is not responsible or liable for the Content or that use. The Counterparty acknowledges that NLinBusiness is entitled to implement a Notice and Takedown policy. Notwithstanding the provisions of the previous sentence, the Counterparty (and, if applicable, NLinBusiness) hereby undertakes to inform itself of and, in the fulfilment of its obligations under the Agreement, fully comply with all laws and regulations, licences or binding codes or standards of conduct relevant to personal data (including, but not limited to, the General Data Protection Regulation (GDPR), the General Data Protection Implementation Act (UAVG) and the Telecommunications Act).
9. Intellectual Property Rights
- 9.1 Intellectual property. All Intellectual Property Rights in the Platform, the results of Services and/or Products and all related contents (other than the Offer) are and will remain vested exclusively in NLinBusiness and/or its relevant licensors. In that context, the Counterparty acknowledges that all rights of Intellectual Property, titles and interests (including, but not limited to, copyrights, personal or moral rights, patents, database rights, utility models, trade secrets, design rights, trademark rights, and all entitlements or applications for the provision and/or registration of such rights and any entitlement to priority as referred to in Article 4 of the Paris Convention) to all inventions, discoveries, improvements, software, databases, technical documentation, graphic designs and any other work, whether or not these can be protected at law, which the Counterparty creates or develops, alone or jointly, in the performance of, in connection with or as a result of the work assigned to the Counterparty by NLinBusiness, or in any other way arising from NLinBusiness's organisation, are vested in NLinBusiness.
- 9.2 Transfer. If and in so far as the aforementioned rights, titles and interests are nevertheless vested in the Counterparty, the Counterparty hereby transfers such rights, titles and interests in advance to NLinBusiness, which transfer NLinBusiness accepts. If and in so far as the aforementioned rights, titles and interests cannot be transferred to NLinBusiness in advance, the Counterparty undertakes to assign all such rights, titles and interests to NLinBusiness at the time of creation or development, without any limitation in time, space or content. Upon assignment of the rights, titles and interests, permission is expressly granted to NLinBusiness to make changes and to grant licences to third parties.
- 9.3 Waiver of personality rights. The Counterparty waives in advance its personality rights vested in, included in or ensuing from the Intellectual Property Rights. In so far as it is impossible to waive such rights, the Counterparty will not exercise its personality rights.

- 9.4 Trade secrets. If the Counterparty becomes aware of or is informed of any of the parts, processes or methods or any software in the Platform and/or the Products, it will treat such knowledge or information as an NLinBusiness trade secret and not use it for the benefit of any party other than NLinBusiness or in any way transfer to a third party or permit a third party to acquire such knowledge or information.
- 9.5 Notification of a claim. If the Counterparty becomes aware of any claim that the Platform, the results of Services and/or Products or any part thereof infringe any third-party Intellectual Property Rights, the Counterparty shall inform NLinBusiness immediately upon discovery of such a claim and grant NLinBusiness the sole conduct of the defence against such a claim in order to enable NLinBusiness to settle this matter. The Counterparty may not settle or litigate the claim.
- 9.6 Compensation. If a claim referred to in Clause 9.5 does not arise from the Counterparty's breach of the Agreement, NLinBusiness shall indemnify the Counterparty and hold the Counterparty harmless for any damage or costs ensuing from the claim, with due observance of the liability regime of Clause 12.
- 10. Limitations on use**
- 10.1 If, at any time, the Counterparty's access to or use of the Platform and/or the Products is not in accordance with applicable laws or regulations, public decency or fair use (for example, if the Counterparty uses the Platform and/or Products for spamming, hacking, infringement of Intellectual Property Rights of NLinBusiness or third parties, the storage or distribution of material of an inappropriate nature, such as material with adult content or because the Counterparty stores an excessive amount of data or generates excessive traffic), the Counterparty will be acting in violation of the Agreement by operation of law and NLinBusiness shall have the right, at its own discretion, to terminate the Agreement on the basis of Clause 14.13, to remove Content, to charge additional costs and/or to suspend the Counterparty's access to the Platform and/or the Products. The Counterparty acknowledges and agrees that NLinBusiness has the right to report such infringement or non-compliance to a relevant regulatory body or authority, and that NLinBusiness will not be liable in any way towards the Counterparty as a result of the breach, non-compliance, or NLinBusiness's notification thereof.
- 10.2 In addition to any other remedies available to NLinBusiness and without prejudice to its rights under this Agreement, NLinBusiness has the right to immediately suspend access to the Platform and/or Products if NLinBusiness deems this reasonably necessary to protect the proper interests of NLinBusiness or of its other partners. If practicable and depending on the nature of the reason for the suspension, NLinBusiness may, at its discretion, give the Counterparty the opportunity to rectify the situation. In that event, NLinBusiness will immediately allow access to the Platform and/or the Products if the Counterparty rectifies the situation.
- 11. Security and encryption**
- 11.1 Safety measures. In order to protect the Offer against unauthorised access and use, and to minimise the risk of a security breach, NLinBusiness shall at all times take and maintain appropriate security measures during the Term of the Agreement.
- 11.2 Encryption. NLinBusiness uses encryption technology to protect the input and transmission of Content via the Platform.
- 11.3 Notification by the Counterparty. NLinBusiness shall inform the Counterparty immediately of any cyberattack of which it becomes aware or which it suspects, and which appears to be aimed at the Offer, the Content, the Platform and/or the Products.



- 12. Liability**
- 12.1 NLinBusiness accepts no responsibility or liability whatsoever for enabling the Counterparty to link to any site on the World Wide Web or to the content of any other site or to a site from which the Counterparty may be linked or to which the Counterparty can link other than the website of NLinBusiness itself.
- 12.2 If the Counterparty suffers damage as a result of negligence or non-compliance with the provisions of the Agreement by NLinBusiness, any claim of the Counterparty against NLinBusiness as a result of negligence or non-compliance with the provisions of the Agreement relating to one incident or a series of related incidents will be limited to the compensation payments to be made by the Counterparty in the 12-month period prior to the month in which the damage occurred (to be calculated pro rata if the period is less than 12 months from the date of the Agreement). As long as the use of the Platform and/or Products is free of charge, NLinBusiness's liability is entirely excluded.
- 12.3 NLinBusiness is not liable towards the Counterparty for any indirect, special, incidental or consequential damage that may arise with regard to the use of the Platform, the results of Services and/or Products or any part thereof by the Counterparty or for loss of profit, penalties imposed or loss of data. This applies both in the event of breach of contract and in the event of unlawful act.
- 12.4 The Counterparty undertakes to fully indemnify NLinBusiness against such loss, damage, penalty or costs if NLinBusiness suffers loss or damage as a result of its failure or unlawful conduct, incurs penalties or incurs costs.
- 12.5 Upon termination of the Agreement for any reason whatsoever, the Counterparty must immediately cease using of the Platform and/or the Products and inform NLinBusiness thereof immediately In Writing.
- 13. Data protection and privacy**
- 13.1 Compliance with the law. In connection with the use of the Platform, the results of Services and/or Products, and the personal data processed in connection therewith, the Counterparty shall comply in all respects with the applicable data protection laws and regulations, in particular (but not limited to) the GDPR.
- 13.2 Data Subjects. The Counterparty warrants that, with regard to the personal data it has loaded onto or entered into the Platform and/or Products, it has informed all data subjects in such a way that both NLinBusiness and the Counterparty itself fully comply with Articles 13 and 14 of the GDPR and, in so far as legally required, has obtained valid consent from the data subjects.
- 13.3 Confidentiality. The Counterparty shall treat the personal data on the Platform and/or Products and/or on NLinBusiness's website confidentially, will not provide any data to third parties and will only use the data for its own business purposes in accordance with the purpose set out in the Data Processing Agreement Schedule.
- 14. Data Processing Agreement by NLinBusiness**
- 14.1 The provisions of this Clause 14 ("the Data Processing Agreement") and the Data Processing Agreement Schedule apply to any processing of personal data ("the Personal Data") of any natural person ("the Data Subject") by NLinBusiness as a data processor (or "the Processor") in connection with the provision of Platform and/or Products to the Counterparty (or "the Controller").
- 14.2 NLinBusiness will process the Personal Data solely for the Counterparty in its capacity of data processor as referred to in Article 4(8) of the GDPR. NLinBusiness shall only process the Personal Data to the extent necessary for the provision of the Platform, Services and/or Products, or on the basis of additional documented instructions from the Counterparty. If a law of the European Union or a law of a Member State applicable to NLinBusiness requires that the Personal Data be processed, NLinBusiness will inform the Counterparty of that legal obligation prior to the processing, unless such legislation prohibits such notification for serious reasons of public interest.
- 14.3 The Counterparty warrants that it complies with all responsibilities incumbent on the

controller for the processing of the personal data, in particular, but not limited to, the obligation to inform the data subject of the processing of their personal data in accordance with Articles 13 and 14 of the GDPR.

- 14.4 The Counterparty agrees to the use of sub-Processors by NLinBusiness and the transfer of personal data outside the European Union by these sub-Processors (in so far as applicable) for the purpose of the performance of this Data Processing Agreement. At the Counterparty's request, NLinBusiness will provide a list of sub-Processors appointed by NLinBusiness for the purpose of performing this Data Processing Agreement with the Counterparty.
  - 14.5 NLinBusiness warrants that the sub-Processor engaged by it is bound by an agreement In Writing that serves to ensure the sub-Processor's compliance with all obligations under this Data Processing Agreement. The engagement of third parties will not affect NLinBusiness's full liability for all obligations under this Data Processing Agreement.
  - 14.6 NLinBusiness warrants that employees and other persons authorised by it to process the Personal Data have committed themselves to observe confidentiality or are subject to an appropriate statutory duty of confidentiality.
  - 14.7 NLinBusiness secures the Personal Data in accordance with the requirements of Article 32 GDPR.
  - 14.8 Taking into account the nature of the processing, NLinBusiness will assist the Counterparty, in so far as possible, by taking appropriate technical and organisational measures for the fulfilment of the Counterparty's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.
  - 14.9 Upon the termination of access to the Platform and/or the delivery of Products, NLinBusiness will delete all Personal Data, unless Union or Member States law requires that the Personal Data must be retained.
  - 14.10 NLinBusiness will make available to the Counterparty all information necessary to demonstrate its fulfilment of the obligations under the Data Processing Agreement and allows audits, including inspections, performed by the Counterparty or another auditor authorised by the Counterparty. The costs involved will be borne by the Counterparty.
  - 14.11 NLinBusiness shall inform the Counterparty immediately if, in its opinion, an instruction violates the GDPR or other data protection provisions of the EU or the Member States.
  - 14.12 NLinBusiness shall inform the Counterparty immediately upon NLinBusiness becoming aware of a personal data breach referred to in Article 4(12) GDPR.
  - 14.13 NLinBusiness shall provide the Counterparty with all information and cooperation requested by the Counterparty to enable the Counterparty to assess the incident and to take the necessary measures, including notifying the competent authorities and informing the natural persons involved.
- 15. Termination**
- 15.1 Without prejudice to what has been stated elsewhere in these Terms of Delivery, either party has the right to terminate an Agreement for an attributable failure in the performance of the Agreement only if the other party, after having received a notice of default, In Writing and as detailed as possible, stating a reasonable term to remedy the failure, still fails imputably in the performance of essential obligations under the Agreement. A notice of default is not required if performance is permanently impossible or if it can be concluded from the other party's conduct that it will not comply. The Counterparty's payment obligations and all obligations to cooperate and/or provide information by the Counterparty or a third party to be engaged by the Counterparty will always be considered essential obligations under the Agreement.

- 15.2 If Counterparty has already received performances in execution of the Agreement at the time of termination, these performances and the related payment obligation will not be undone, unless the Counterparty proves that NLinBusiness is in default with regard to the essence of these performances. Subject to the provisions of the previous sentence, any amounts invoiced by NLinBusiness prior to the termination with regard to that which has already been properly performed or supplied under the Agreement shall remain due in full and become immediately payable at the time of termination.
- 15.3 NLinBusiness is authorised to terminate an Agreement prematurely, in whole or in part, In Writing. It will only avail itself of this authority if, in its opinion, there are compelling circumstances, for example in connection with the discontinuation of (certain) activities or in connection with its subsidy. In general, it will observe a notice period of one (1) month.
- 15.4 If an Agreement has been entered into for an indefinite period of time and is, due to its nature and content, not discharged by performance, either party may terminate it In Writing, stating reasons. If the parties have not agreed a notice period, a reasonable notice period must be observed in the termination. If a notice period has been agreed, that period will apply. NLinBusiness will never be liable for any damages because of termination.
- 15.5 Either party may terminate the Agreement In Writing, in full or in part, with immediate effect and without any notice of default being required if the Counterparty is granted a moratorium - whether or not provisionally - or is declared bankrupt, is liquidated or if its business operations are otherwise terminated for purposes other than reconstruction or the merger of businesses. NLinBusiness may also terminate the Agreement in full or in part with immediate effect without any notice of default being required if the decisive control of the Counterparty's business changes directly or indirectly. NLinBusiness shall never be obliged to pay any damages or refund any monies received on account of the termination referred to in this sub-clause. In the event that the Counterparty has gone irrevocably bankrupt, the Counterparty's right to use the Platform and/or the Products will end without any notice of termination being required on the part of NLinBusiness.
- 16. Other provisions**
- 16.1 **Completeness.** An Agreement reflects the full extent of the arrangements between the parties and replaces all previous agreements between the parties relating to the subject matter of the Agreement.
- 16.2 **Amendments.** NLinBusiness is at all times entitled to amend these Terms of Delivery. Amendments will become effective 30 calendar days after notice of such changes In Writing to the Counterparty. Notification will be made using the contact details registered by the Counterparty with NLinBusiness.
- 16.3 **Retention of rights.** No tolerance or delay by either party in enforcing its respective rights shall harm or limit such party's rights, nor shall any waiver of such rights or any breach of any contractual terms be deemed a waiver of any other right or of any subsequent infringement.
- 16.4 **Third party rights.** A person who is not a party to an Agreement shall have no right to invoke the Agreement or to enforce any term of the Agreement.
- 16.5 **Complaints policy.** NLinBusiness has a complaints policy in place. Where appropriate, the Counterparty undertakes to use that policy first.
- 16.6 **Applicable law and jurisdiction.** The Agreement shall be governed by and construed in accordance with Dutch law. Any disputes arising in connection with any Agreement (including these Terms of Delivery) or any further agreement(s) ensuing therefrom will be settled in accordance with the Arbitration Rules of the Stichting Geschillenbeslechting Oplissing Automatisering ('SGOA', Foundation for the Settlement of Automation Disputes) located in The Hague. The proceedings will be conducted in the Dutch language.