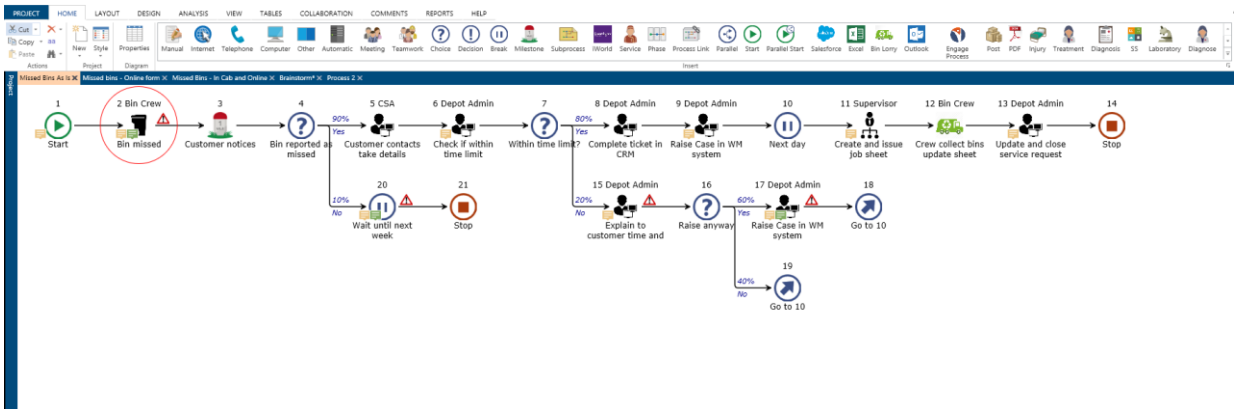
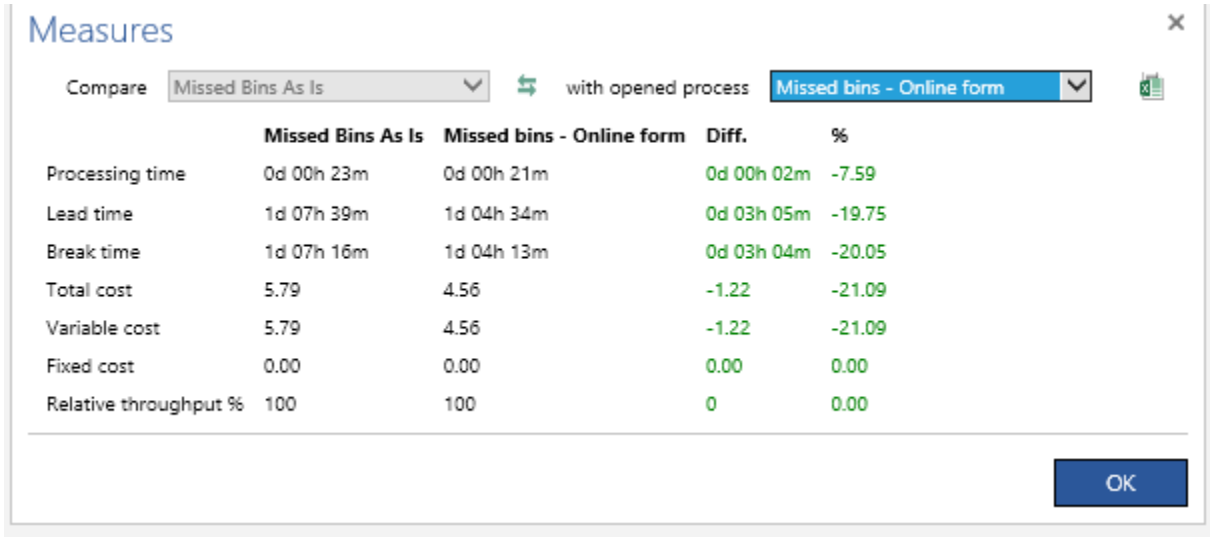




We are Lean and Agile

Terms and conditions – Engage process modeller and suite

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TERMS AND CONDITIONS ENGAGE PROCESS B.V. AND ENGAGE PROCESS UK LTD.

TERMS AND CONDITIONS ENGAGE PROCESS B.V. AND ENGAGE PROCESS UK LTD.

Article 1 Subject

1.1 Engage Process UK Ltd, a 100% subsidiary of Engage Process BV in The Netherlands, hereinafter referred to as 'Engage', makes the Engage Process Platform (hereinafter referred to as 'the platform'), as described in the quotation, available to customer as a SaaS solution. These general terms and conditions define the conditions under which online access to the platform will be provided to customer.

1.2 These general terms and conditions also describe the conditions under which Engage offers maintenance, support and consulting services, as well as training courses relating to the platform.

1.3 Engage has the right to amend these General Terms and Conditions to comply with changes in legislation and regulations and/or to improve services from Engage.

Article 2 Access to the platform

2.1 Engage grants customer a non-exclusive and non-transferable right of access to the platform as included in the quotation from Engage.

2.2 In order to gain access to the platform, Engage will provide customer with an initial username and password. Hereafter, customer can create or change usernames and passwords.

2.3 Access to the platform is limited to the organisation as specified in the quotation. Customer may share access to the platform with users from another organisation for a maximum of two months if this is in support of a project of customer.

2.4 Customer shall treat the usernames and passwords as confidential and shall only disclose them to authorised persons. Engage shall never be liable for damage and costs resulting from misuse of the usernames and/or passwords, unless the misuse was made possible as a direct result of an act or omission on the part of Engage.

2.5 If customer fails to fulfil its obligations under these general terms and conditions and the quotation, including, but not limited to, the payment of the fees due for the services described in this agreement, Engage is entitled to deny or temporarily suspend customer's access to the platform.

2.6 Customer is responsible for managing and monitoring the settings, the use of the platform and the way in which the results obtained via the platform are used. Engage is not responsible for data conversion, unless this is explicitly stated in the quotation.

2.7 Customer shall not use the platform for unlawful purposes, nor for distributing harmful software, overloading or disrupting the service, or for attempting to reverse engineer the platform. If customer acts in breach of this provision, Engage shall be entitled to suspend access to the platform in whole or in part with immediate effect.

2.8 Engage may modify the content of the platform directly and/or by using new or modified versions of any supporting software used by the platform.

2.9 Engage is not obliged to provide customer with a copy of the underlying software and/or source code in any way whatsoever.

2.10 The Service Level Agreement of Engage forms part of these general terms and conditions.

2.11 Engage does not guarantee that the Platform will be available without interruption, is free of errors and meets customer's requirements.

Article 3 Services

3.1 Engage shall maintain the platform. This maintenance includes, among other things, maintaining the knowledge of the platform and underlying software, fixing any bugs found insofar as Engage deems this relevant, developing new or modified versions of the underlying software if Engage deems this relevant, and providing a support helpdesk as described below.

3.2 Engage is entitled to temporarily suspend access to the platform for maintenance of any kind. Engage will not do this for longer than is necessary for the maintenance and will do so outside regular office hours in the Netherlands where possible. If such an interruption occurs within the regular office hours, Engage will notify customer accordingly.

3.3 Engage will make every effort to perform any services with care, in accordance with the agreements and procedures laid down in writing with customer, where applicable. All services are performed based on a best-efforts obligation.

3.4 Engage offers support services to assist with the use of the platform.

- Engage service centre can be reached during office hours by email via support@engageprocess.com or by telephone via +31 20 530 7280. Support requests are handled within 24 hours during office hours.
- Users with support questions should report these via customer's Functional Administrator(s) known to Engage. Engage offers unlimited support for technical issues, such as bugs or system errors. For user support, focused on questions and support regarding the use of the application, a maximum of 4 hours per year per Customer

applies. If users frequently require user support due to insufficient knowledge of the system, Engage may provide training in consultation with customer. The costs of this training are borne by customer.

- Comprehensive digital manuals and instruction videos are available via the knowledge centre of the platform.

3.5 Engage offers the training courses and consulting services as specified in the relevant quotation. The rates specified therein apply.

3.6 If Engage employees perform work at customer's location, customer shall provide, free of charge, the facilities reasonably required by those employees, such as a workspace with telecommunications facilities, etc. Customer shall indemnify Engage against any claims from third parties, including Engage employees, who suffer damage in connection with the performance of the agreement because of customer's actions or omissions or unsafe situations within customer's organisation.

Article 4 Fees payable

4.1 All prices are exclusive of value added tax (VAT) and other government-imposed levies.

4.2 Customer shall pay the amounts stated in the quotation in advance. For amounts that are due periodically, Engage shall be entitled to adjust the applicable prices and rates by giving at least two months' written notice.

4.3 Engage is in all cases entitled to adjust the agreed prices and rates by means of a written/email notification to customer for services that, according to the relevant schedule or agreement, will be delivered at a time that is at least three months after the date of this notification.

4.4 All invoices shall be paid by customer in accordance with the payment terms stated on the invoice. In the absence of specific terms, customer shall pay within thirty days of the invoice date.

4.5 If customer fails to pay the amounts due within the agreed term, customer shall owe statutory commercial interest on the outstanding amount without any notice of default being required. If customer remains in default after notice of default has been given, the claim may be referred to a collection agency, in which case customer will be liable for the total amount due at that time as well as full compensation for extrajudicial and judicial costs, including all costs calculated by external experts in addition to the costs determined by law, relating to the collection of this claim or the exercise of legal rights in any other way, the amount of which is set at a minimum of 15% of the total amount.

4.6 If no price has been agreed between Engage and customer for certain services when the agreement is concluded, Engage will calculate the remuneration for its services on a post-

calculation basis based on the number of hours of service specified by Engage, unless customer demonstrates that the statement from Engage is incorrect.

4.7 Rights are always granted to customer or, where applicable, transferred on condition that customer pays the agreed fees in full and on time.

Article 5 Term of the agreement

5.1 This agreement shall enter into force on the date of signing the quotation and shall be entered into for the term agreed in the quotation. If no term is included in the quotation, the agreement shall be entered into for a term of one year.

5.2 The agreement shall be tacitly renewed each year for the same period as it was entered, unless one of the Parties terminates it in writing before the end of the term, subject to a notice period of two months.

5.3 Each of the parties shall only be entitled to terminate the agreement on the grounds of an attributable failure to perform the agreement if the other party, in all cases after a written notice of default that is as detailed as possible and sets a reasonable period for remedying the failure, fails to perform essential obligations under the agreement. Customer's payment obligations and all other obligations to cooperate on the part of customer or a third party engaged by customer shall always be considered essential obligations under the agreement.

5.4 If, at the time of termination as referred to in Article 5.3, customer has already received services in performance of the agreement, these services and the associated payment obligation will not be subject to reversal, unless customer proves that Engage is in default with regard to the essential part of those services. Amounts invoiced by Engage prior to the termination in connection with what Engage has already duly performed or delivered in execution of the agreement shall remain due and payable in full, with due observance of the provisions of the previous sentence, and shall become immediately due and payable at the time of termination.

5.5 Customer shall never be entitled to prematurely terminate a fixed term service agreement or contract for work.

5.6 Either party may terminate the agreement in whole or in part with immediate effect and without notice of default if the other party is granted a moratorium, whether provisional or otherwise, is granted a moratorium on payments, if bankruptcy proceedings are initiated against the other party, if the other party's business is liquidated or terminated other than for the purpose of reconstruction or merger of businesses, or if the decisive control over customer's business changes. Engage shall never be obliged to refund any money already

received or to pay compensation because of this termination. In the event of customer's bankruptcy, the right to use the services provided to customer shall lapse by operation of law.

Article 6 Engage as Data Controller

6.1 If Engage processes personal data in the performance of an agreement as a controller under the General Data Protection Regulation ('GDPR'), Engage will process this personal data exclusively for the performance of the agreement and for as long as the other party is a customer of Engage.

6.2 The personal data processed by Engage and the retention periods are set out in more detail in the privacy statement published on the Engage website.

6.3 Engage endeavours to take appropriate technical and organisational measures in accordance with ISO 27001 regarding the processing of personal data.

6.4 Engage guarantees that anyone acting under its authority, insofar as they have access to personal data, will process this data in accordance with its privacy policy.

6.5 Engage processes personal data in countries within the European Economic Area.

6.6 Where Engage engages third parties as processors for the processing of personal data, it shall ensure that appropriate agreements are made in writing with these third parties.

6.7 Engage shall not make personal data available to third parties unless this is necessary for the performance of an agreement, unless the data subject has given explicit consent, or to comply with a legal obligation.

Article 7 Engage as a Processor

7.1 Engage processes personal data solely under the authority of customer, exclusively for the purpose of performing the agreement and for as long as the service agreement remains in force. In this regard, customer is to be regarded as the controller and Engage as the processor.

7.2 Engage strives to take appropriate technical and organisational measures with regard to the processing of personal data and will strive to ensure that the security complies with a level that is not unreasonable, taking into account the state of the art, the sensitivity of the personal data and the costs associated with implementing the security measures.

7.3 Engage guarantees that anyone acting under its authority, insofar as they have access to personal data, will process it in accordance with its privacy policy.

7.4 Engage processes personal data in countries within the European Economic Area.

7.5 Customer hereby authorises Engage to use one or more third parties in the processing of personal data for the performance of the service agreement, with due observance of the applicable laws and regulations. Where Engage engages third parties as subprocessors, it shall ensure that appropriate agreements are made in writing with these third parties.

7.6 At customer's request, Engage will inform customer as soon as possible about the third parties engaged by Engage. Customer has the right to object to any third party engaged by Engage. If customer objects to a third party engaged by Engage, customer and Engage will consult with each other to find a solution.

7.7 Customer guarantees that customer will only enter personal data in a lawful manner, without infringing on any rights of third parties. Customer indemnifies Engage against all claims and demands related to this.

7.8 If, in the context of a legal obligation or the exercise of legal rights by data subjects, customer is required to provide, change, move, delete or transfer personal data stored in Engage systems, Engage will assist customer in this as much as possible. Costs for the work involved may be invoiced separately by Engage to customer.

7.9 In the event that a data subject wishes to exercise one of their legal rights and addresses this request to Engage, Engage will forward this request to customer. Customer will then handle the request further.

7.10 As the controller within the meaning of the GDPR, customer is at all times responsible for reporting a data breach (a breach of personal data security that leads to a risk of serious adverse consequences or has serious adverse consequences for the protection of personal data) to the supervisory authority or authorities and/or data subjects. To enable the other party to comply with this legal obligation, Engage will notify customer as soon as possible and no later than 48 hours after discovering a data breach. If required by law and/or regulations, Engage will cooperate in informing the competent supervisory authority and/or data subjects.

7.11 Upon termination of the agreement, Engage will delete or return the personal data as referred to in this article, at customer's discretion.

Article 8 Liability

8.1 Total liability of Engage for any attributable failure to perform the agreement or on any other basis, including any failure to perform a warranty obligation agreed with customer, is limited to compensation for direct damage up to a maximum of the price stipulated for that agreement (excluding VAT). This limitation of liability applies mutatis mutandis to Engage's indemnification obligation. If the agreement is primarily a continuing performance agreement, the price stipulated for the agreement shall be set at the total of the fees

(excluding VAT) stipulated for six months. Under no circumstances shall the total liability of the supplier for direct damage, on whatever grounds, exceed £45,000.

8.2 Liability of Engage for damage resulting from death, physical injury or material damage to property shall never exceed the amount paid out by the liability insurer, less the excess. Compensation shall in any case never exceed £200,000.

8.3 Liability of Engage for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage resulting from claims by customer's customers, damage related to the use of items, materials or third-party software prescribed by customer to Engage, and damage related to the engagement of suppliers prescribed by customer to Engage is excluded. Liability of Engage for mutilation, destruction or loss of data or documents is also excluded.

8.4 The exclusions and limitations of liability of Engage as described in the previous paragraphs of this article do not affect the other exclusions and limitations of Engage's liability.

8.5 The exclusions and limitations referred to in this article shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Engage.

8.6 Unless performance by Engage is permanently impossible, Engage shall only be liable for attributable failure to perform an agreement if customer immediately gives Engage written notice of default, setting a reasonable period for remedying the failure, and Engage continues to fail imputably in the fulfilment of its obligations after that period. The notice of default must contain as complete and detailed a description of the failure as possible, so that Engage is given the opportunity to respond adequately.

8.7 Any right to compensation is always subject to customer reporting the damage to Engage in writing as soon as possible after it has occurred. Any claim for compensation against Engage shall lapse six months after the claim arose.

8.8 Apart from the cases mentioned in this article, Engage shall not be liable for any compensation, regardless of the grounds on which an action for compensation would be based.

Article 9 Confidentiality

9.1 The parties guarantee that all information of a confidential nature received from the other party before and after entering into the agreement will remain confidential. Information will always be considered confidential if it has been designated as such by one of the parties. Customer understands that the content and operation of the platform is considered confidential.

9.2 Customer shall immediately report any (possible) breach of this article to Engage in writing. Customer shall also do everything in its power, either on its own initiative or at the request of Engage request, to limit any damage to Engage.

Article 10 Force majeure

10.1 Neither party shall be obliged to fulfil any obligation if it is prevented from doing so because of force majeure. This shall in any case, but not exclusively, include the failure of suppliers designated by customer to Engage to properly fulfil their obligations, government measures, power failures, internet failures, computer network or telecommunications facility failures, war, labour disputes, strikes, general transport problems and the unavailability of one or more members of staff through no fault of Engage.

10.2 If the force majeure situation has lasted for more than ninety days, the parties have the right to terminate the agreement by written notice of termination. What has already been performed under the agreement will then be settled proportionally, without the parties owing each other anything else.

Article 11 Intellectual property

11.1 All intellectual or industrial property rights to the Platform and all software, equipment or other materials developed or made available under the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, are vested exclusively in Engage or its licensors.

Article 12 Other provisions

12.1 The applicability of any purchasing or other terms and conditions of customer is expressly rejected.

12.2 If any provision of these general terms and conditions is void or voidable, the other provisions of these general terms and conditions will remain in full force and effect, and Engage and customer will enter into consultation in order to agree on new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and scope of the invalid or void provision.

12.3 All (delivery) times stated by Engage are determined to the best of its knowledge on the basis of the information known to Engage at

the time of entering into the agreement and will be observed as far as possible; the mere exceeding of a stated (delivery) time does not constitute a default on the part of Engage. Engage is not bound by (delivery) times that can no longer be met due to circumstances beyond its control that arose after the agreement was entered into. If any time is likely to be exceeded, Engage and customer will consult with each other as soon as possible.

12.4 All provisions that by their nature are intended to continue to apply after the end of the agreement, such as those concerning confidentiality and intellectual property, will continue to apply after the end of the agreement.

12.5 The agreement may be amended if the Parties jointly agree to this in writing.

12.6 The agreement is governed by English law.

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COMPANY INFORMATION

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