

General terms and Conditions

Jewel B.V.

Thank you for your interest in our services. We are Jewel B.V. (**Jewel**). We are located at Agro Business Park 82, 6708 PW, in Wageningen, with Chamber of Commerce number: 17145525.

In the field of Waste Collection, Grounds Maintenance and Winter Management, we offer the following services and products:

- various Jewel software solutions (the **Software**);
- advisory work;
- sale and delivery of hardware products to order.

These are our general terms and conditions. The general provisions hereof apply to all our services. The provisions for a specific service or product only apply if you purchase/wish to purchase this service or product from us.

If you have any questions about these general terms and conditions or our services, please do not hesitate to contact us via info@jewelsoftware.com, or via telephone number: + 31 (0) 317 415899. You can also visit our website www.jewelsoftware.com (the **Website**) for more information.

Article 1 - General

1. These general terms and conditions apply to every quotation, offer, and agreement that we conclude with you.
2. We have the right to change these general terms and conditions. You agree that the latest version of these terms and conditions will always apply. Deviating agreements only apply if they have been accepted by us in writing.

3. If any part of these terms and conditions is void or voidable, this will not affect the validity of the rest of these terms and conditions or the agreement to which they apply. The void or voided part is replaced by a provision that follows the content of the void provision as much as possible.

Article 2 - Quotations and offers

1. All our offers and quotations are without obligation, unless agreed otherwise.
2. The agreement for our service and/or product is concluded when you inform us in writing (e.g. by e-mail) that you accept the offer or quotation.
3. We may assume that the data you provide us is correct. We will base our offer or quotation on this information.

SOFTWARE-AS- A-SERVICE

Article 3 - Software

1. Our website describes the various Jewel software solutions that we offer (the **Software**).
2. We offer the Software via Software-as-a-Service. This means that we provide you with access to the Software developed by us via the Internet.

Article 4 - Permission and use of Software

1. We authorize you to use the elements of the Software as agreed by agreement. This permission for use is non-exclusive and non-transferable.
2. You may use the Software only for the purpose described in the agreement. You will need our prior permission if you wish to use the Software for any other purpose.
3. We will provide you with a user account with a password that will give you access to the Software. You can then activate the app for employees on the number of tablets as agreed upon by agreement. You are responsible for the use of the Software by your employees.

4. You and the employees for whom the app is activated must keep the account details and password strictly confidential. You are responsible for all actions taken after logging in with the account details and password.
5. You are solely responsible for the technical operation and maintenance of your internet connection, internal network and all other IT systems that are necessary for the use of the Software according to our system requirements.
6. You must use the Software in accordance with applicable laws and regulations (such as the GDPR - General Data Protection Regulation).
7. We have the right to block a user account. We do this if we have reasonable grounds to suspect that one or more accounts are in breach of the law or our agreements with you. In addition, we reserve the right to attach other consequences to this use. We are not obliged to compensate for any damage resulting from the blocking.

Article 5 - Data

1. You are the exclusive owner of all data processed under your user account of the Software (the **Data**). You are responsible for the data collection and ensure that it is done in accordance with applicable laws and regulations (such as the General Data Protection Regulation).
2. The Data is stored on the servers of our hosting providers. We have included in the agreements with our suppliers that they must comply with the General Data Protection Regulation.
3. We will ensure that at least weekly a backup is made of the Data processed with the Software.
4. If we need to restore Data from the backup for you, charges will apply.

Article 6 - Availability and maintenance of Software

1. We will ensure that you can use the Software for the time an agreement is in place. We will make every effort to make the Software available 24

hours a day, 7 days a week. We are responsible for the operation and maintenance of the Software.

2. You must ensure that you always use the most recent version of the Software.
3. We may (partially) disable the Software for maintenance. In principle, maintenance is carried out outside working days and office hours (07:30 - 17:30). You will receive a timely notification from us for the planned maintenance. Only in case of emergencies will we carry out maintenance during office hours and we can omit the notification.
4. We reserve the right to modify the Software and to change, remove or add certain features or functionalities of the Software.
5. We do not warrant that the Software will be error-free. Please notify us immediately if the Software has a malfunction, such as an error message or failure of any functionality of the Software. You can do this by emailing support@jewelsoftware.com. We do our best to resolve the malfunction as quickly as possible.

Article 7 - Intellectual property rights

1. We (or our licensors) are the exclusive owner of all existing and future intellectual property rights, such as copyrights, trademark rights, design rights, patent rights, source code and know-how, which are attached to or arise from the Software.
2. You are only granted the right to use the Software. You cannot claim or infringe the intellectual property rights referred to in paragraph 1.
3. Among other things, you must not:
 - lease, encumber some, license, or otherwise misuse the Software;
 - give a third party access to the Software for the purpose of attempting to copy the Software
 - reverse engineer or attempt to reconstruct the source code of the Software.
 - create or attempt to create a derivative or competitive version of the Software.
4. If you suspect that you or one of your users is accessing the Software for the purpose of creating a derivative or competing version, we have the right to block access to this user account immediately.
5. In the event of a violation of the provisions of this article, you will be in default immediately, without further notice of default, and will therefore owe us an immediately payable penalty of £500,000 per violation and £25,000 for each day that the violation continues. The penalty is due without prejudice to the right to full performance or full compensation.

Article 8 - Duration, extension and termination of contract

1. The agreement for the use of the Software is entered into for the period of one year (the **Usage Period**).

2. The parties cannot terminate the agreement prematurely.
3. We may block your user account if you fail to pay the fee for the Software and it has not been paid after an initial reminder. We are not obliged to compensate any damage resulting from this.
4. After the first Usage Period, the agreement will always be tacitly renewed for the same Usage Period, unless one of the parties terminates the agreement in writing no later than two months prior to the end of the Usage Period.
5. If the agreement is terminated, you will still have access to the Data and your account until the end of the Usage Period. After the agreement expires, you will no longer have access to the account and the Data.

Article 9 - Prices

1. We may index our prices for the Software annually. This indexation is based on our internal cost increases.
2. If substantial improvements in functionality have been made to the software, this may also be a reason to adjust our prices for the Software. A price change due to changes in functionality will be announced at least three months before the new Usage Period starts.
3. If you do not agree with the price change as mentioned in article 2, you can cancel the agreement in writing within 30 days after the announcement. The agreement will then end on the date that the Usage Period ends.

ADVISORY WORK

Article 10 - Execution of the assignment

1. We will carry out the assignment for advice to the best of our knowledge and ability and according to the requirements of good craftsmanship.
2. You ensure that all information necessary for the execution of the advisory work is provided to us in a timely manner.
3. If the necessary information is not provided in a timely manner, we may suspend the execution of the order and invoice the additional costs arising from the delay.

Article 11 - Modification of the assignment

1. If during the assignment it appears that it is necessary to change or supplement the content of the assignment for proper execution, the parties will do so in mutual consultation.
2. Due to a change in the order, we may adjust the agreed price accordingly. We will (if possible) provide a quotation in advance. Due to a change in the assignment, the specified period of execution may also change. You accept the possibility of changing the assignment, price and execution time.
3. We may refuse a request to change the assignment if this could have a qualitative or quantitative impact on the work.

Article 12 - Intellectual property

1. We retain all rights to the plans, documents, images, drawings, software, creations and information relating to them made by us, unless otherwise agreed. This also applies if costs have been charged for this or if improvements have been made later.
2. You may not copy (if not for internal use), display or make available to any third party the items referred to in the previous paragraph for any purpose other than that for which they were provided by us.

Article 13 - Early termination

1. We may terminate the assignment for consultancy work prematurely (without being obliged to pay compensation or compensation) in one of the following cases:
 - you exceed a payment term;
 - you have been declared bankrupt or have been granted a moratorium;
 - the legal entity is dissolved or liquidated;
 - the employees of Jewel who are charged with the execution of the assignment are no longer available due to illness, incapacity for work or termination of employment.

Article 14 - Indemnification

1. You indemnify us against any claims from third parties who suffer damage as a result of the execution of the order and the cause of which is not attributable to us.
2. If third parties address us, you will assist us both out of court and in court and do everything that can be expected of you in that case.
3. If you do not take measures, we may do so ourselves. All costs and damage that arise as a result are entirely at your expense and risk.

SALE AND DELIVERY OF HARDWARE PRODUCTS

Article 15 - Products

1. We sell and deliver hardware products to order (the **Products**). You can accept an offer to do so as described in article 2.
2. In consultation with you, we determine the method of transport of the Product and the location of delivery.
3. The date for delivery is indicative and does not count as a deadline.
4. Delivery takes place when the Product is received by you or your employees at the agreed location.
5. Damage that occurs during transport is at our expense and risk.

Article 16 - Retention of title

1. All Products delivered remain our property until you have paid for the Products.
2. You hereby give us unconditional and irrevocable consent, if we so request, to exercise our proprietary rights.

Article 17 - Control and complaints procedure

1. You must examine the Products delivered immediately after the time of delivery. You investigate whether the quality and quantity of the Products are in line with what has been agreed.
2. You must notify us of any visible defects or complaints in writing within seven days of delivery. You must notify us in writing of any non-visible defects within seven days of their discovery.
3. Filing a complaint does not suspend your payment obligation.
4. If there is a defect, we will repair, replace or indemnify you for the Product at our discretion, unless:
 - you have not communicated the complaint in writing in a timely manner;

- the defects are the result of normal wear and tear, incorrect or improper handling;
- you have not stored the Products in the usual way;
- we have not had the opportunity to examine the Products.

GENERAL PROVISIONS

Article 18 - Price, payment, collection costs

1. The prices we communicate are exclusive of VAT.
2. We will send you an invoice for our services with a payment term of 30 days after the invoice date, unless otherwise agreed.
3. Upon renewal of the use of the Software, you must pay the annual fee for the Software prior to the new Usage Period. If you have not paid on time, we may suspend our obligation to provide you with access to the Software until you have paid.
4. If we have not received your payment within the payment term, you are automatically in default. In that case, you owe the statutory commercial interest plus a contractual interest of 2% on the outstanding amount. The interest on the amount due and payable is calculated from the moment you are in default until the moment you pay the full amount due.
5. If you are in default, you also owe us all extrajudicial collection costs. These collection costs are as follows:
 - 10% on the first £5,000, with a minimum of £175;
 - 5% on the remaining part, with the total collection costs not exceeding £6,775.
6. The (partial) recovery of a fee already paid in the event of termination or dissolution is excluded.

Article 19 - Third parties

We may have work (partly) carried out by third parties if we believe that this is necessary for the proper execution of the agreement. Articles 7:404 of the Dutch Civil Code (execution by a specific person), Article 7:407 paragraph 2 (joint and several liability) and 7:409 of the Dutch Civil Code (death of a specific person) do not apply.

Article 20 - Overpower

1. In the event of force majeure, we cannot guarantee the operation of the software. In that

case, the customer cannot claim performance of Jewel's services

2. Force majeure means, in addition to what is meant by force majeure according to Article 6:75 of the Dutch Civil Code:
 - (i) government measures;
 - (ii) power failure;
 - (iii) war;
 - (iv) interference of the internet, data network or telecommunications facilities;
 - (v) Outages due to cyber attacks, DDoS attacks and ransomware.
 - (vi) force majeure of our suppliers;
 - (vii) failure to properly comply with obligations of our suppliers;
3. Only in the event that the force majeure situation lasts longer than three months, the parties may dissolve the agreement in writing. In all cases, there is no right to compensation or reimbursement of fees already paid.

Article 21 - Confidentiality

1. Unless there is a legal obligation or professional duty to disclose, we will keep all your information confidential from third parties.
2. We will not use the information provided by you for any purpose other than that for which it was obtained, unless we are acting in proceedings where these documents may be relevant.
3. You are obliged not to disclose the content of our agreements, order confirmations, quotations, reports, advice or other written or non-written statements and to ensure that third parties do not see the content thereof.

Article 22 – Liability

1. Our total liability for attributable shortcomings in the performance of the agreement is limited to compensation for damage as elaborated in this article.

2. Direct damage is limited to a maximum of the amount of the price agreed for that agreement (excluding VAT). If the agreement has a term of more than one year, the price agreed for that agreement is set at the total of the fees (excluding VAT) agreed for one year. Under no circumstances will the compensation exceed £5,000.00.
3. Damage due to death, bodily injury or material damage to property is limited to £1,250,000 (one million two hundred and fifty thousand euros).
4. We are not liable if we cannot perform the agreement with you due to majeure. This also applies if you are unable to fulfil the agreement due to force majeure.
5. Indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from your customers, is excluded.
6. A condition for any right to compensation is always that you report the damage to us in writing as soon as possible after it occurred. Any claim for damages against us will lapse after twelve months after the claim has arisen
7. We are not liable for the content of the Data that you have processed within the Software. You indemnify us against all claims of others because of the Data that you have processed with the help of the Software.
8. You must provide us with all the information we need for the execution of the agreement on time. We are not liable if we are unable to fulfil our obligations because you did not provide the information or provided it too late, or because we relied on incorrect information provided by you.
9. We undertake to ensure that the Data originating from you is stored with care. We are not liable for the damage or loss of the data stored by us or by third parties.
10. We are not liable for the damage caused by improper use of the Software.

11. We are not liable for damages, losses, claims of third parties, loss of data, fines or costs arising from any agreement or from the use of the Product and Software.
12. We are only liable for your direct damage, which is directly and exclusively the result of a breach on our part.

Article 23 - Conflicting clause and general terms and conditions

1. In the event that these general terms and conditions and the agreement contain conflicting conditions, the terms and conditions contained in the agreement will prevail.
2. Only our general terms and conditions apply to the agreement. We exclude the applicability of your general terms and conditions.

Article 24 - Applicable law and competent court

Dutch law. District Court of Gelderland