

MODULE A. GENERAL TERMS AND CONDITIONS

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. **Additional Charge:** a charge payable by the Client for additional services outside the scope of the Services in accordance with SG11's prevailing rates for such services including without limitation, the supply of spare parts and goods.
- 1.3. **Agreement:** An Accepted Quotation with the applicable Terms and Conditions and Service Level Agreement concluded between the Parties.
- 1.4. **Appendix:** any appendix attached to these Terms and Conditions.
- 1.5. **Article:** the Articles as set in the Terms and Conditions.
- 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 SG11.
- 1.7. **Client Data:** all data and materials provided by the Client and/or End Users to SG11 or uploaded, processed or stored using the Software, as well as all data and materials SG11 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. **Documentation:** any documentation for the Materials developed and/or made available to the Client under the Agreement.
- 1.10. **Effective Date:** the date on which the Client accepted the Quotation.
- 1.11. **Emergency Maintenance:** unforeseeable and time-sensitive Maintenance that requires immediate measures, for example in case of critical security vulnerabilities.
- 1.12. **Employees:** any natural person who is or was employed or contracted by SG11

- 1.13. **End Users:** any natural person that makes use of the Services.
- 1.14. **Hardware:** machinery and other durable equipment provided by SG11 such as the Product unit(s).
- 1.15. **Incident:** a substantial failure to meet the functional and/or technical specifications for the Hardware/Software as indicated in a Quotation and/or the relevant Documentation.
- 1.16. **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.
- 1.17. **Maintenance:** performing repairs, taking precautionary measures, doing routine check-ups, applying updates or upgrades and performing other general maintenance as described in the Service Level Agreement and Module D.
- 1.18. **Materials:** all materials developed on behalf of, or provided to, the Client or third parties under the Agreement, such as Product units, 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.
- 1.19. **Modules:** the modules that form the Terms and Conditions.
- 1.20. **Office Hours:** from 9am to 5pm on weekdays.
- 1.21. **Parties:** SG11 and the Client.
- 1.22. **Product unit:** a device such as the Delta R Shoe/Parcel/Lab scanner and its hardware as developed and delivered by SG11.
- 1.23. **Quotation:** a detailed description of the Services which are provided to the Client, including pricing and payment terms.
- 1.24. **Repair time:** the period of time between (i) the moment SG11 confirms receipt and prioritization of the reported Incident to the Client and (ii) the moment the Incident is resolved or SG11 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, and (ii) the moment SG11 confirms receipt and prioritization of the reported Incident to the Client.
 - 1.26. **Services:** the services provided to the Client under an Accepted Quotation with the corresponding Modules, which may include, the sale and delivery of Product units, delivery of Software, Installation & Maintenance and/or Training.
 - 1.27. **Service Level Agreement:** the agreement between Parties regarding maintenance to the Hardware and Software as part of the Agreement.
 - 1.28. **SG11:** Stage Gate 11 B.V.
 - 1.29. **Site:** the location of the Client where it wishes to receive the Services.
 - 1.30. **Software:** any software developed by SG11 and provided to the Client and software of third parties provided by SG11 under the Agreement.
 - 1.31. **Standard Terms and Conditions:** these Standard Terms and Conditions, including any Modules and Appendices.
 - 1.32. **Terms and Conditions:** these Terms and Conditions of SG11 that are divided in different Modules.
 - 1.33. **Workaround:** temporary measures regarding an Incident which enable the Client to keep using the Software until a permanent solution becomes available.

Article 2. Agreement

- 2.1. The Agreement between the Parties will enter into effect on the Effective Date. During the term of Agreement, the Client may request SG11 to provide certain (additional) Services. SG11 will subsequently draft a Quotation and submit the Quotation to the Client for its approval which after acceptance will be a part of the Agreement.
- 2.2. Quotations submitted to the Client are without obligation and must be approved within the due date recorded on the Quotation.
- 2.3. 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 SG11 to

perform activities that are part of the offered Services, paying fees 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.

Article 3. Execution of Agreement

- 3.1. After the acceptance of a Quotation, SG11 shall use commercially reasonable endeavours to provide the Services as soon as possible within the agreed upon timeframe. However, dates and schedules mentioned by SG11 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 SG11 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 SG11 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 SG11 access to all locations insofar this is necessary for the performance of the Accepted Quotation such as work/access permits and shall provide all on-site support reasonably requested by SG11.
- 3.3. If the required and desired information and materials are not at the disposal of SG11 or are not provided to SG11 in time, SG11 shall, without prejudice to its other rights and remedies, be entitled to suspend the performance under the Agreement of the Services.
- 3.4. The Client represents and warrants that information and materials provided to SG11 related to the Agreement are accurate, complete and up-to-date.
- 3.5. SG11 is not obliged to take into account requests of the Client related to the performance of the Accepted Quotation if, in the opinion of SG11, 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 Agreement, the Parties may conclude a separate Quotation for the services or activities being carried out.
- 3.7. SG11 will have the right to engage third parties in the performance of the Agreement. Costs related to the engagement of third parties shall be borne by SG11, unless the parties explicitly agreed otherwise.
- 3.8. SG11 will perform the Accepted Quotations as an independent contractor. Nothing in the Agreement and these Standard Terms and Conditions is intended or should be construed to create a partnership, joint venture or employer-employee relationship between SG11 and Client.

Article 4. Payment conditions

- 4.1. As compensation for the 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. If an invoice is not paid within the 30-day payment term, SG11 will send the Client a reminder and provide the Client with an additional term of 14 days to pay all owed amounts in full. When the Client does not pay the owed amounts in full within this term, the Client shall be in default without the need for further notice.
- 4.4. 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. SG11 will also be entitled to limit or block access to the

Software and/or to suspend its Services until all outstanding amounts have been paid in full. SG11 is not liable for any damage resulting therefrom.

- 4.5. Any amounts due to SG11 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, SG11 is entitled to change the agreed upon prices because of inflation, increase in costs or other market circumstances. SG11 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 Agreement in writing on the date that the price increase takes effect, considering a notice period of 7 days.
- 4.7. If SG11 has reasonable doubts that the Client will not be able to comply with its (future) payment obligations towards SG11, SG11 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 SG11, then SG11 is entitled to suspend and/or terminate the Agreement.
- 4.8. All amounts communicated by SG11 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 Services developed or made available by SG11 in connection with the Agreement are vested exclusively in SG11 or its suppliers. Nothing in these Terms and Conditions is intended to transfer any Intellectual Property Rights.
- 5.2. The Client solely acquires the limited, non-exclusive and non-transferrable rights of use of the Software arising under the Agreement. In all other respects the Client will not reproduce or publish the Software and/or Materials. It is not permitted to:
 - a. make copies or use the Software, Services and/or Materials in any

- manner that falls outside the scope of the Agreement;
- b. sublicense and distribute or otherwise make available the Software, Services and/or Materials to third parties without prior written consent of SG11;
 - c. modify the Software, Services and/or Materials in any way, or remove or modify any designations regarding the Intellectual Property Rights of SG11 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. SG11 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 SG11, the Client is not allowed to circumvent or remove such measures.

Article 6. Confidentiality

- 6.1. Each Party shall protect Confidential Information and Intellectual Property of the other Party by a reasonable degree of care against unauthorized disclosure for the term of the Agreement and a period of 3 years thereafter. The Client shall protect SG11's Confidential Information and Intellectual Property accordingly, for instance, by signing non-disclosure agreements with third-parties.
- 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. Liability

- 7.1. The Client shall keep SG11, its Employees fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Client, its employees, agents or servants, and shall pay SG11 all reasonable costs, charges and losses sustained or incurred by SG11 as a result of SG11 being prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Client, its employees, agents or servants.
- 7.2. The liability of SG11 (and/or its Employees) for damages incurred by the Client on any ground whatsoever, including but not limited to damages with regards to personal data (Module F), is limited to a sum equal to the payments the Client is obliged to make under the applicable Accepted Quotation 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 SG11 exceed a sum of € 100.000,- per year.

- 7.3. The liability of SG11 for indirect loss and consequential loss, such as: loss of earnings, lost savings and damage due to business stagnation, is explicitly excluded.
- 7.4. For there to be any right to compensation, the Client must report damages to SG11 in writing within 14 days after the damage occurred.
- 7.5. Liability on the part of SG11 for an attributable failure to comply with the Agreement only arises if the Client gives SG11 proper notice of default within 14 days of the failure in writing, while providing SG11 a reasonable term to remedy the failure.
- 7.6. Any claim for compensation shall be barred by the mere expiry of a period of 6 months after the damage or failure occurred and/or the moment when the Client should be aware of the occurred damage or failure to comply.
- 7.7. SG11 is not liable for any damage caused by faults in products or services of the Client. The Client shall indemnify and hold SG11 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 SG11 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 SG11.

Article 8. Warranty

- 8.1. SG11 warrants that:
 - (a) all new Product unit(s) supplied shall, at the date of dispatch to the Client and for a period of three hundred and sixty-five (365) days thereafter, operate materially in accordance with its standard published operation and specification Documentation. SG11 's sole liability for breach of this warranty shall be, at its option, to repair or replace the relevant defective Materials, part or parts (or components thereof), free of charge or, to refund to the Client the price of the

Materials (or a proportionate part of the price), part or parts (or components thereof), which shall, within the warranty period aforesaid be returned to SG11 or its duly authorized representative, provided that, it is clearly established that the Materials, part or parts (or component thereof), were not in accordance with the warranty standard during the warranty period, aforesaid;

- 8.2. (b) new Software licensed shall, at the date of dispatch to the Client and for a period of ninety (90) days thereafter, operate materially in accordance with its standard published operation and specification documentation. SG11 sole liability for breach of this warranty shall be to take reasonable steps to correct any defect in the software notified to SG11 during such warranty period, and to supply, at its option, a new corrected copy or update of the software, as soon as reasonably possible in the circumstances. SG11 does not warrant that use of the Software shall be uninterrupted or error-free; and
- 8.3. (c) SG11 shall perform the Services with reasonable skill and care and in accordance with the generally recognized commercial practices and standard of their industry. SG11 's sole liability for breach of this warranty shall be, at its option, to take all reasonable steps to remedy any failure to supply the Services which are notified to SG11 during such warranty period, or to re-perform or correctly perform the Services in respect of which this warranty has been breached. Any claim for breach of this warranty shall be made within sixty (60) days of the date of completion of the Services for which the claim is made.
- 8.4. The warranty provisions of Article 8 shall be subject to the following:
 - (i) SG11 shall be under no liability in respect of any faults as described in Article 7.7;
 - (ii) unless otherwise expressly agreed in writing, SG11 gives no warranty in respect of second-hand Materials, and/or Software, save as it may be obliged to do so by law;

(iii) no warranty is provided by SG11 in respect of Materials, articles, accessories, peripherals, or parts, manufactured or supplied by persons or firms other than SG11;

(iv) the Client shall be responsible for any expenses of transportation, installation, labour, or other costs, which may be involved in relation to any warranty claim arising under this Article, save to such extent as SG11 may agree in writing in any particular case;

(v) the warranty does not extend to any Materials from which SG11's identification number or plates have been removed, or which have been accidentally damaged, or which have been repaired, altered, neglected or used in any way so as to affect adversely their reliability or quality or used under abnormal conditions, in each case by any party other than SG11;

(vi) in the event of there being any dispute as to whether or not any returned part or parts (or components thereof) was not in conformity with the relevant warranty at the date of dispatch, or as to the cause thereof, SG11 shall be entitled to apply, or have applied, such tests as it may deem necessary, but SG11 shall not be responsible for any loss occurring, or for any damage, to such part or parts (or components thereof) occasioned by or in the course of such tests;

(vii) where a warranty claim arises under Article 8 the Client, its agents or representatives shall furnish without delay, following their becoming aware, within the relevant warranty period, full details of the claim to SG11, in writing, specifying the date and place of purchase, delivery, or performance, of the Materials, the date of dispatch or supply as appropriate, the circumstances in which the alleged warranty breach became apparent, and such further details as may be relevant to the claim; and

(viii) where SG11 remedies a warranty breach under this Article, then the warranty period for Materials repaired or replaced shall be the greater of the relevant warranty period as mentioned in

Article 8.1, 8.2, 8.3 or one hundred and eighty (180) days from the date of SG11 repair or replacement, as appropriate.

Article 9. Force majeure

9.1. SG11 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, SG11 is not obliged to comply with its obligations towards the Client.

9.2. SG11 shall in be entitled to invoke force majeure in the case of, including but not limited to, failures in the internet or telecommunications infrastructure, (distributed) denial of service or other network attacks, breach of contract by the suppliers on which SG11 is depended for the performance of the Agreement, riots, insurrections, domestic unrest, labour disputes, war, accidents, actions of government, fire, national or global pandemic(s) such as the Covid-19 crisis and its (inter)national laws and regulations, 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 Agreement 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 of Agreement

10.1. The Agreement will be entered upon for a initial duration of 12 months. Upon completion of the initial 12 months or completion of an extension of this Agreement, the Agreement will automatically be extended for the duration of an additional 12 months. The Agreement may be terminated through written notice, which should be provided at to the other Party within the minimum of 6 months before the completion of the Agreement or an extension of the Agreement.

- 10.2. The Agreement may be amended by SG11. SG11 will inform the Client of an amendment of the Quotation and/or Terms and Conditions, after which the Client is entitled to terminate the Agreement writing, considering a notice period of one month.
- 10.3. SG11 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 i) is in breach of the Agreement and has not remedied the breach within a period of 14 days after receiving a notification of the breach, ii) applies for suspension of payments, iii) the Client files for bankruptcy or iv) is declared bankrupt, or v) the business of the Client is dissolved or terminated or a vi) change in control of the ownership within the Client has occurred.
- 10.4. If SG11 suspends its Services, it retains its rights and entitlements under applicable law and the Agreement. If the Agreement is terminated, all claims and outstanding payments for completed Services up to the date of termination become immediately due and payable to SG11.
- 10.5. The Client may not invoke Section 6:271 of the Dutch Civil Code.

Article 11. Customs regulations

- 11.1. Where the Client proposes to receive the Materials or any part thereof or technical data and relevant export laws require that an export license or other authorization is obtained from any relevant government (including any department or agency thereof), then, the Client shall be solely responsible, at its costs and expense, for obtaining such license or authorization. The Client shall comply with all import and export control regulations of The Netherlands and any other relevant jurisdiction.
- 11.2. The Client agrees that it does not intend to and it will not directly or indirectly knowingly export or transmit any equipment, firmware and/or software to any of the individuals or firms on the denial and probation orders contained in the USA and European Export regulations and [UN Sanction list](#).

- 11.3. All Agreements between Parties are subject to the provision that required export licenses have been granted or that there are no other impediments arising from USA or EU regulations.

Article 12. WEEE (Waste Electrical and Electronic Equipment)

- 12.1. The Client shall finance SG11 costs of collection, treatment, recovery and environmentally sound disposal of WEEE as defined in the Directive 2002/96/EC and applicable to Dutch Law.
- 12.2. The Client shall inform SG11 when he intends to dispose of the Material as waste, or in case of resale, shall ensure that the final buyer shall inform SG11 when the final buyer intends to dispose of the product as waste.
- 12.3. Upon receipt of this information SG11 shall collect the WEEE, on the condition that the Materials have not been dismantled and the take-back can be performed safely.
- 12.4. If the Client does not fulfil these obligations, he will be liable for the damages caused to SG11. The Client shall indemnify and hold harmless SG11 against any penalties, damages and claims due to the failure to perform the obligations set under the Directive mentioned in this Article.

Article 13. Other provisions

- 13.1. The Agreement is governed by Dutch law.
- 13.2. The United Nations Convention on Contracts for the International Sale of Goods ("*Weens Koopverdrag*") is expressly and entirely excluded.
- 13.3. The Client may not assign, transfer, or purport to assign, transfer, any of its rights or obligations under the Agreement, without having obtained SG11 's prior written consent.
- 13.4. In case of a dispute as a result of the Agreement, the Parties shall use reasonable endeavours to reach an amicable solution.
- 13.5. Insofar as the rules of mandatory law do not dictate otherwise, any disputes that cannot be resolved amicably after thirty (30) days of the commencement of the negotiations referred to in the previous

clause, such disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be finally settled to the exclusion of the usual court by arbitration in accordance with the charter of the "*Stichting Raad van Arbitrage voor Metaalnijverheid en -Handel*" (Foundation Board of Arbitration for Mechanical Engineering Industry and Trade), in The Hague. The language to be used in the arbitration proceedings shall be either Dutch or English.

- 13.6. 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.
- 13.7. SG11 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.

MODULE B. PRODUCT UNIT(S)**Article 1. Delivery**

- 1.1. SG11 shall deliver the Product unit(s) within the agreed delivery time stated on the Quotation but shall not be liable for any delay in achieving or meeting any such date.
- 1.2. The Product unit(s) may be delivered by SG11 in advance of the quoted delivery date, on reasonable prior notice to the Client. Unless expressly agreed otherwise by the parties, SG11 may deliver the Product unit(s) in one or more instalments.
- 1.3. If the Client fails to take delivery of the Product unit(s), or fails to give SG11 adequate delivery instructions at the time stated for delivery, except where such failure is directly due to circumstances of Force Majeure or SG11's default, then, without prejudice to any SG11 right or remedy, SG11 may:
 - a. store the Product unit(s) until actual delivery and charge the Client for the reasonable costs (including insurance) of storage and delivery; and/or
 - b. in the event of any failed redelivery, sell the Product unit(s) at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Client for the excess over the price under the Contract, or charge the Client for any shortfall below the price under the Contract; and
 - c. hold the Client liable for payment of a figure up to fifty percent (50%) of the anticipated cost of the Product unit(s) by way of compensation to SG11, which shall be paid within 30 days of SG11 written demand.
- 1.4. Where Product unit(s) are to be commissioned or installed by SG11 at the Client's premises, the Client shall provide SG11 with all necessary access, (work) permits, facilities, and services.
- 1.5. In respect of Products unit(s), SG11 reserves the right to subcontract, in whole or in part, the delivery of the Product unit(s) without notice to the Client, in line with the required site regulations and security requirements.

Article 2. Terms of Payment

- 2.1. The terms of payment shall be cash net, denominated and payable in euro unless expressly agreed otherwise by SG11, payable by the Client to SG11 within thirty (30) days from the date of the relevant issued invoice, together with VAT and other applicable taxes or duties at the appropriate rate.
- 2.2. Without prejudice to SG11 other rights and remedies, upon contravention of the agreed payment terms, the Client shall be liable to SG11 for interest on overdue balances payable in the manner and at the rate set out in European Communities (Late Payment in Commercial Transactions) Regulation 2002 (SI 388/2002).
- 2.3. SG11 may, at its sole discretion, at any time prior to sale of Product unit(s) require full, or partial, payment of the quoted price prior to delivery, or the provision of security for payment by the Client in a form acceptable to SG11. In addition, any extension of credit allowed to the Client may be changed or withdrawn at any time prior to sale and supply of Products at the discretion of SG11.
- 2.4. Without prejudice to SG11 other rights and remedies, SG11 may withhold the sale and/or supply of Product unit(s), whether in whole or in part, in the event that the Client is overdue with payment of any invoiced sum, or is in material breach of a Contract, until such time as the payment is made or the breach remedied, as appropriate.
- 2.5. All sums shall be paid in full and free from any rights of set-off and counterclaim, to the extent legally permissible.

Article 3. Risk, Property and Reservation of title

- 3.1. Risk in and to the Product unit(s) shall pass on delivery to the Client. Delivery shall take place at the premises set out in the Agreement or otherwise agreed by the parties. If the Client wrongfully fails to take delivery of the Product unit(s), then, delivery shall take place at the time when SG11 has tendered delivery of the Product unit(s).

- 3.2. Risk in and to the Product unit(s) shall pass irrespective of whether or not the cost of transportation of the Materials is payable by the SG11, or the Materials are to be commissioned or installed by SG11, unless expressly agreed otherwise by the parties.
- 3.3. Title and property in and to the Product unit(s) shall remain with SG11 until all relevant payments owed to SG11 in respect of the Services have been paid in full.
- 3.4. The Client allows for any representative or Employee of SG11 to enter the premises of the Client for the purpose of removing any Product unit(s) which are the property of SG11 and which are in the possession of the Client.

MODULE C. SOFTWARE**Article 4. Configuration and implementation**

- 4.1. Only if this is explicitly agreed upon in the Accepted Quotation, will SG11 be responsible for the implementation and/or configuration of the Software.
- 4.2. SG11 will make the Software available to the Client after the Effective Date. 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 SG11. 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.
- 4.3. The Client is not entitled to use the Software prior to the Effective Date, 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.
- 4.4. If the Client rejects the implementation and/or configuration after re-evaluation, SG11 may charge additional costs for any further revisions.
- 4.5. In any case of termination of the Agreement, the Client is obliged to reimburse the costs made by SG11 for the Services 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.
- 4.6. 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.

Article 5. Use of Software

- 5.1. The Client represents and warrants the Software will not be used in violation of applicable law, the Agreement or any third-party rights. The Client shall indemnify and hold SG11 harmless from and against all claims and damages

related to these representations and warranties.

- 5.2. It is not permitted to use the Software in a manner that causes nuisance or hindrance for third parties and/or other clients of SG11. 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.
- 5.3. If SG11 observes or is notified by a third party of any (suspected) unlawful or unauthorized use of the Software, SG11 shall have the right to take all reasonable measures to stop the (suspected) unlawful or unauthorized use. SG11 is not liable for any damage resulting therefrom.
- 5.4. If, in the professional opinion of SG11, the continued functioning of the computer systems or network of SG11 is actually or under threat of being damaged or jeopardized, SG11 may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 5.5. The Client is fully responsible for the acts and omissions of End Users when using the Software. The Client indemnifies SG11 against claims by its End Users in connection with any damage arising from non-compliance with the Agreement by End Users.
- 5.6. 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.
- 5.7. SG11 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 6. Client Data

- 6.1. Any Client Data necessary for the Services remains the property of the Client and/or End Users. SG11 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 and further development of its Services.

- 6.2. After termination or expiration of the Agreement, SG11 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 7. Resource usage

- 7.1. Use of the Software is subject to specific usage limitations and shall be subject to a “fair use” regime. Fair use shall mean normal use of the that does not significantly exceed normal usage patterns such as 12-hour usage.
- 7.2. If the Client exceeds the applicable usage limitations, SG11 is not liable if the Software becomes inaccessible or does not function properly. Furthermore, SG11 will be entitled to charge the Client for its additional usage against the customary rates of SG11 or to limit or block access to the relevant Services.

Article 8. Usage reports

- 8.1. The Software may automatically generate a usage report and send the usage report to SG11. 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.

MODULE D. INSTALLATION AND MAINTENANCE

Article 1. Installation

- 1.1. SG11 shall install the Hardware and Software for the Client at the agreed moment and location which will include a Factory Acceptance Test and a Site Acceptance Test.
- 1.2. The Client shall ensure that the agreed location meets all the requirements, such as access and permits as described in the document ‘Preconditions of installation’, provided by SG11.

Article 2. Support

- 2.1. In case of technical or practical questions, the Client may contact the helpdesk of SG11 by sending an e-mail to support@sg11.nl.
- 2.2. The helpdesk will be available during Office Hours – with the exception of [Public Holidays](#).

Article 3. Maintenance

- 3.1. SG11 will perform both Preventive Maintenance and Corrective (service level) maintenance on the Hardware and the Software as specified in the Accepted Quotation and a separate Service Level Agreement with the Client.
- 3.2. Maintenance may lead to temporary unavailability of the Services. In case that maintenance is expected to have a negative impact on Availability, the Maintenance will be conducted when use of the Hardware/Software by clients of SG11 is averagely low.
- 3.3. Emergency Maintenance may require immediate intervention and can therefore be carried out at any moment. However, SG11 will use its best efforts to minimise downtime and inconvenience for the Client in case of Emergency Maintenance.

Article 4. Client’s Responsibilities

- 4.1. The Client shall undertake to release all Materials from all operational demands when so requested to do so by SG11 in order for SG11 to perform the Maintenance. Alternatively, the Client shall ensure that SG11’s Employees have full and safe access to the Hardware/Software at all reasonable

times for the purpose of providing the Maintenance. The Client shall also ensure that such access conforms to any specifications issued by SG11 from time to time.

- 4.2. The Client will ensure that SG11’s Employees or representatives are provided a safe and secure work environment at all times while they are on the Site to enable work to be carried out.
- 4.3. The Client shall provide on request a suitably qualified or informed representative, agent or employee to accompany SG11’s Employees when providing the Maintenance or to render such assistance or to give such advice as will enable SG11’s Employees to exercise unrestricted access to the Site and the Materials and otherwise to perform the Maintenance effectively.
- 4.4. The Client shall supply auxiliary facilities and services when requested by SG11’s as necessary for the provision of the Maintenance. Where the Client does not provide the auxiliary facilities and services, SG11 shall be entitled to procure such auxiliary facilities and services and seek full reimbursement from the Client provided SG11 has given the Client written notice of the non-compliance and the Client has failed to remedy the non-compliance within the time specified in the notice. The auxiliary facilities and services shall include without limitation: -
 - a. Adequate telephone/communications facilities;
 - b. Lighting for all work areas;
 - c. Main and auxiliary electrical power necessary for the operation of all equipment, capable of being isolated either by isolating switches, removal of fuses or other means to the reasonable satisfaction of SG11;
 - d. 240-volt, 50 cycle single phase at 3 pin general purpose outlets at suitable locations;
 - e. Suitable dry lockable storage space for the storage of machinery, equipment, materials and tools;
 - f. Suitable rooms on or adjacent to the Site with adequate air- conditioning, lighting, washing, toilet and drinking

- water facilities for the use of SG11's Employees or representatives; and/or
- g. Lifting machinery or devices, timber, planking, strutting, cement, fuels, water, gas etc.
- 4.5. The Client shall upon SG11's request furnish to SG11 sufficient information which, in SG11's reasonable opinion, will enable the Maintenance to be carried out forthwith and without interruption. The Client shall be responsible for and bear the cost of any modification to the scope of the Maintenance arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by the Client.
- 4.6. All such assistance to be provided by the Client under this Article 5 or in general shall be at the Client's sole cost and expense.
- 4.7. Nothing in this Agreement shall relieve the Client from its obligations to perform normal day to day maintenance on the Materials as per the Operator's Manuals supplied by the manufacturer and/or SG11 including but not restricted to normal cleaning procedures, checks and adjustments designed for operational use.
- 4.8. During the continuance of this Agreement, the Client shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Materials other than day to day maintenance and the Client shall not permit any other person except SG11's Employees or representatives to carry out such work unless prior written approval has first been obtained from SG11.
- 4.9. In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. SG11's portfolio only forms one element of such a concept. The Client is responsible for preventing unauthorized access to its plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is

necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. SG11 strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others.

Article 5. Spare parts

- 5.1. Maintenance and/or replacement of (spare) Parts of the Hardware/Software will not take place for 'normal wear and tear' as a result of the use of the Client.
- 5.2. In the case of Maintenance for which an Additional Charge is payable by the Client for replacement of spare parts, ownership in such replacement or spare parts shall pass to the Client only upon full payment of the Additional Charge. Unless otherwise agreed in writing between the Parties, risk of damage to or loss of replacement spare parts shall pass to the Client as soon as they are delivered to the Client's designated premises.
- 5.3. Where parts of the Materials have been replaced by or upon the instruction, recommendation or direction of SG11 or otherwise, title in the replaced parts will pass to SG11 upon removal from the Material.
- 5.4. SG11 may from time to time require the Client to purchase and store at the Site such spare parts as SG11 considers necessary for the provision of effective Services.
- 5.5. SG11 will not be liable for any failure or delay in providing the Services where such failure or delay is the direct or indirect result of the failure of the Client to comply with article 5.

MODULE E. TRAINING

Article 6. Training

- 6.1. Parties may agree upon a certain training to be provided by SG11 as described in the Accepted Quotation. Unless otherwise agreed upon, SG11 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 and for paying the fees as stated in the Quotation.
- 6.2. The Client is obliged to reimburse SG11 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.
- 6.3. On request of SG11 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 SG11 to attend the training.
- 6.4. 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.
- 6.5. In the case of cancellation within two weeks before commencement of the relevant training, the agreed upon fees will payable in full. The Client will also be obliged to reimburse SG11 for any actual costs made, such as non-refundable flight tickets or hotel reservations. Costs not yet made by SG11 will be remitted.
- 6.6. 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. PERSONAL DATA**Article 7. General provisions**

- 7.1. As part of the Services, SG11 may, in the capacity of processor as defined in article 28 GDPR, undertake to process personal data on behalf of the Client. If this is the case, the provisions contained in this Module shall apply.
- 7.2. 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 having the meaning assigned to them in the GDPR.

Article 8. Processing and purposes

- 8.1. Processing of personal data shall take place only on documented instructions of the Client and exclusively for the performance of the Agreement and for the purposes determined in consultation between the Parties.
- 8.2. The types of personal data that are or will be processed by SG11 and the categories of data subjects to whom the personal data relates, are specified in Appendix A. Appendix A will be supplemented if new Accepted Quotations are concluded or existing Accepted Quotations are amended.
- 8.3. SG11 shall not process the personal data for any purpose other than determined by the Client. The Client shall inform SG11 of the purposes of the data processing insofar as these are not already stated in the Agreement.
- 8.4. SG11 has no control over the purpose of and means for the processing of personal data. SG11 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 9. Obligations of the Parties

- 9.1. 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.

- 9.2. 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 SG11 harmless from any legal claims (including administrative penalties) of supervisory authorities and third parties in this regard.

- 9.3. SG11 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, SG11 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. SG11 may charge reasonable costs for the aforementioned assistance.

Article 10. Transfer of personal data

- 10.1. SG11 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.
- 10.2. SG11 will notify the Client upon first request about the country or countries outside the EEA where personal data is being processed by SG11 on behalf of the Client.

Article 11. Responsibilities of the Parties

- 11.1. The permitted processing operations shall be performed by SG11 in a (semi-) automated environment.
- 11.2. SG11 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.
- 11.3. SG11 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 12. Sub-processors

- 12.1. The Client authorizes SG11 to engage third parties (hereinafter: “**Sub-processors**”) in the processing of personal data, pursuant to the obligations laid down in Module F and taking into account the GDPR and other applicable privacy laws and regulations.
- 12.2. If SG11 intends to engage a new Sub-processor, SG11 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.
- 12.3. If the Client lodges a complaint against the engagement of a Sub-processor, SG11 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, SG11 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.
- 12.4. SG11 shall impose obligations at least as stringent as the obligations of SG11 under Module F upon any Sub-processors engaged in the processing of personal data.

Article 13. Security measures

- 13.1. SG11 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, SG11 will take the security measures laid down in Appendix B.
- 13.2. The Client acknowledges that the security measures laid down in Appendix B provide an appropriate level of protection of the personal data being processed by SG11 under the Agreement.

- 13.3. Parties acknowledge that technology is constantly improving, therefore the SG11 is allowed to change the technical and organisational measures from time to time. SG11 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.
- 13.4. The Client will inform SG11 if, in the opinion of the Client, additional security measures must be taken in order to comply with applicable privacy legislation.

Article 14. Notification of a personal data breach

- 14.1. In the event of a personal data breach, SG11 shall inform the Client within 48 hours after it has discovered the personal data breach.
- 14.2. SG11 shall provide information to the Client regarding the nature of the personal data breach including, where possible:
- the categories and approximate number of data subjects concerned;
 - the approximate number of personal data records concerned;
 - the name and contact details of the data protection officer or other contact point where more information can be obtained;
 - the likely consequences of the personal data breach; and
 - the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 14.3. 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, SG11 shall cooperate in informing the competent supervisory authorities and/or data subjects concerned. Costs made by SG11 in this regard shall be borne by the Client.

Article 15. Rights of data subjects

- 15.1. 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 SG11, SG11 shall forward the request to the Client. The Client will subsequently handle the request. SG11 may inform the data subject that the request has been forwarded to the Client.
- 15.2. SG11 shall, if requested by the Client, provide assistance to the Client to comply with requests of data subjects. Reasonable costs made by SG11 in this regard shall be borne by the Client.

Article 16. Obligation of confidentiality

- 16.1. All personal data that the SG11 receives from the Client and/or collects within the context of the Agreement, is subject to an obligation of confidentiality towards third parties. SG11 will refrain from using personal data for any purpose other than that for which it has been acquired.
- 16.2. 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 17. Audit

- 17.1. 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.

- 17.2. 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.
- 17.3. The audit initiated by the Client will take place with a maximum of once per year. Above this maximum audits will only take place in case the Client has reasonable grounds to suspect that SG11 does not comply with the GDPR and/or the provisions in this Module F. Audits must be announced in writing at least two weeks in advance. The Parties shall mutually determine when and by whom audits will be performed.
- 17.4. SG11 shall (i) provide all reasonable cooperation to the auditor, (ii) provide relevant information to the auditor, and (iii) make available its relevant Employees if reasonably requested by the auditor, within a reasonable period of time with a maximum of two weeks.
- 17.5. 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.
- 17.6. All costs related to the audit (including the reasonable costs made by SG11) shall be borne by the Client.

Article 18. Termination

- 18.1. In the event of termination, dissolution or notice of termination of these Terms and Conditions and the Agreement, SG11 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 Terms and Conditions you as the Client declare (i) to be duly authorized to enter into an Agreement with Stage Gate 11, (ii) to agree to the terms and conditions set forth in the Terms and Conditions, (iii) to have received and agreed to all applicable Modules and Appendices attached to and/or mentioned in the Terms and Conditions, and, (iv) that no other terms and conditions apply other than the Terms and Conditions of Stage Gate 11. By entering the Agreement Stage Gate 11 explicitly rejects the Client's Terms and Conditions.