

RoundThink Terms and Conditions

1. Definitions

1.1. Unless the context clearly indicates otherwise, the terms used in these Terms and Conditions are defined as follows:

RoundThink: RoundThink B.V., with registered office and principle place of business at Gonnestradaat 26, 2011 KA, Haarlem, The Netherlands

Terms and Conditions: these Terms and Conditions

Customer: the legal entity with whom RoundThink concludes an agreement to provide services or to whom RoundThink submits an offer or other communication to that effect

Agreement: any Agreement between the Parties

Parties: RoundThink and the Customer

2. Scope

2.1. RoundThink's Terms and Conditions apply to all quotations and offers by RoundThink, all Agreements and related commitments between the Parties, and all related provision of services.

2.2. Deviations from these Terms and Conditions are only valid if agreed upon by the Parties in writing.

2.3. If any provision of the Agreement conflicts with any provision of these Terms and Conditions, the provision of the Agreement will prevail.

2.4. If a clause in the Agreement or these Terms and Conditions is declared to be void or invalid, the other provisions of the Agreement or the Terms and Conditions will remain in force and the Parties must consult in good faith to replace the clause in question with a clause that approximates the essence of the original clause as closely as possible.

- 2.5. Unless expressly agreed otherwise in writing, the Customer's terms and conditions will not apply. If any of the Customer's terms and conditions apply and conflict with these Terms and Conditions, these Terms and Conditions will prevail.

3. Offers and Agreements

- 3.1. Unless expressly stated otherwise in writing, all offers by RoundThink are without obligation. Offers by RoundThink are based on information provided by the Customer.
- 3.2. Unless otherwise indicated, quotations or offers issued by RoundThink expire after thirty days.
- 3.3. An Agreement is established by the Customer's written acceptance of RoundThink's offer, or by the Customer's signing of an agreement or draft agreement prepared by RoundThink.
- 3.4. An Agreement may only be supplemented or amended in writing.
- 3.5. If multiple Customers have jointly entered into an Agreement with RoundThink, each of them will be jointly and severally liable for all of the Customer's obligations arising from the Agreement.

4. Customer's Data

- 4.1. The Customer must promptly provide RoundThink with all information deemed necessary by RoundThink for the execution of the Agreement in the form and manner desired by RoundThink. RoundThink is entitled to suspend the performance of its obligations until the Customer has fulfilled them. Insofar as the information to be made available concerns personal data, the Customer guarantees that the provision of such personal data is in accordance with the legal rules regarding the processing of personal data and indemnifies RoundThink against any possible claims and/or penalties in this regard.
- 4.2. The Customer must always inform RoundThink promptly of facts and circumstances that may be relevant to the execution of the Agreement.
- 4.3. The Customer guarantees the accuracy, completeness, reliability and suitability of the data provided to RoundThink by them or on their behalf, even if the data originated from third parties.

5. Amendment of laws and regulations

- 5.1. If a change in the laws and regulations relevant to the Agreement entails amended or new obligations for one or both Parties, the Agreement will be adjusted to those amended obligations in consultation between the Parties.

6. Execution of the Agreement

- 6.1. RoundThink will use its best efforts to perform the services to be provided under the Agreement with care. RoundThink's commitments are obligations to use best efforts and not obligations to achieve a specific result.
- 6.2. If the Agreement is amended or supplemented at the request of the Customer and such amendment or supplement has an impact on delivery times, RoundThink will not be bound by the originally agreed performance deadline, even if it was agreed that the deadline was final. In that case, RoundThink will provide a new deadline within which it expects to provide the services.
- 6.3. RoundThink is entitled to suspend the services and/or work if the Customer is in default or if RoundThink has good grounds to expect that they will be in default, upon written notice to Customer with due observance of a notice period of at least 30 days.
- 6.4. RoundThink determines the manner in which and by whom the Agreement is executed, and is entitled to replace those people in the interim. RoundThink is also entitled to involve third parties in the execution of the Agreement.
- 6.5. Sections 7:404 and 7:407 (2) of the Dutch Civil Code do not apply.

7. Fees and payment

- 7.1. RoundThink will charge the Customer the fees for the services it provides as outlined in the Agreement or in an attachment thereto.
- 7.2. If RoundThink is unable to provide the agreed services due to circumstances attributable to the Customer, the Customer will still owe the agreed compensation in full.
- 7.3. Unless specifically stated otherwise, rates do not include sales tax and other charges imposed by the government.
- 7.4. Unless otherwise agreed in the Agreement, billing will be performed monthly, and is subject to a payment period of 30 days from the invoice date.
- 7.5. If payment is not made within the payment period, the Customer will be in default by operation of law without prior notice of default being required.

- 7.6. From the moment the Customer is in default, it must pay RoundThink default interest on the amount due, at the legal commercial interest rate.
- 7.7. RoundThink is entitled to suspend its obligations under the Agreement in the event of default by the Customer, upon written notice to Customer with due observance of a notice period of at least 30 days. RoundThink is not liable for any damages resulting from or related to such suspension.
- 7.8. If the Customer disputes the correctness of any part of an invoice, it is still obliged to pay the undisputed part. If and to the extent that the disputed portion is found to be correct and payable, the original invoice date will apply.

8. Personal data

- 8.1. The parties must comply with their obligations under applicable privacy laws (the General Data Protection Regulation as of 25 May 2018) and all other regulations relating to personal data in the context of the performance of the Agreement.
- 8.2. To the extent permitted by law, the Parties must inform each other of any investigation proposed or undertaken by a government body or authority (e.g., the Data Protection Authority) with respect to the processing of personal data, and must fully cooperate without further conditions.
- 8.3. The Customer indemnifies RoundThink against any third party claims resulting from the Customer's failure to fully comply with the provisions of this article.

9. Intellectual property

- 9.1. Unless otherwise expressly agreed in writing, RoundThink does not assign to the Customer any copyright, database and trademark rights and other intellectual and industrial property rights with respect to anything it uses, manufactures or develops under or for the Agreement, makes available to the Customer, or otherwise uses, manufactures or develops.
- 9.2. Unless expressly agreed otherwise in writing, the Customer is not entitled to grant usage rights to third parties on the material made available to it by RoundThink in the context of the Agreement, or to otherwise make it available to third parties.
- 9.3. The Customer may only disclose and/or reproduce intellectual property delivered or made available by RoundThink if and to the extent that this has been expressly agreed between Parties in writing.

10. Confidentiality

- 10.1. Each Party is obliged to keep confidential any confidential information made available by the other Party. Information considered confidential in any case includes all financial information, all personal data, all information marked as such by the disclosing Party, and any other information known to be confidential or which should be expected to be confidential.
- 10.2. Confidential information does not include data or other information that:
- a) was already in the possession of the receiving Party prior to receipt;
 - b) was already known to the public or generally accessible by no fault of the receiving Party; or
 - c) the receiving Party has obtained from a third party and for which confidentiality has not been agreed between the Parties, if the third party was not prohibited from disclosing that information by contractual, legal or fiduciary obligation.
- 10.3. The duty of confidentiality does not apply to the extent that the disclosure of information is necessary for the performance of the Agreement, to comply with a legal obligation, or takes place to advisors bound by confidentiality.

11. Force majeure

- 11.1. If RoundThink is unable to fulfil an obligation under the Agreement properly or in a timely manner as a result of force majeure, that obligation will be suspended until RoundThink is able to fulfil it in the agreed manner, without RoundThink being in default or becoming liable for damages as a result.
- 11.2. If RoundThink is unable to meet its obligations or can reasonably expect to be unable to meet them due to force majeure, it will notify the Customer in writing. In that case, the performance of the Agreement will be suspended as long as the cause of the force majeure makes it impossible, without the Customer being able to claim damages and without prejudice to RoundThink's obligation to make efforts, if reasonably possible, to resolve the cause of the force majeure.

12. Liability

- 12.1. Without providing an exhaustive list, the Parties will in no case be liable for:
- a) Loss of profits, direct or indirect damages—including losses, costs, recourse and claims by third parties, including the Parties employees or former employees—damage due to business stagnation, loss, missed savings and reduced goodwill;

- b) Damages resulting from the conduct of third parties engaged by RoundThink (not being employees of RoundThink), even if they are employed by an organization affiliated with RoundThink;
- c) Damages resulting from the provision of incorrect or incomplete information by the Customer or otherwise resulting from incorrect acts or omissions by the Customer, people appointed by the Customer or people for whom the Customer is otherwise responsible;
- d) Corruption, destruction or loss of data;
- e) Damages caused by force majeure.

12.2. If and insofar as the aforementioned limitation of liability would conflict with reasonableness and fairness, morality or the law, the Parties' liability will be limited to the direct damages suffered by the Parties up to a maximum of the amount received by RoundThink from the Customer in the year the event occurred.

12.3. RoundThink is at all times entitled to undo or mitigate the Customer's damages by repairing or improving the defective services. In addition, in the event of default, RoundThink is always entitled to compensate the damage for which it is liable, instead of fulfilling its commitments.

12.4. Without prejudice to Article 6:89 of the Dutch Civil Code, the Parties liability will end if the other Party does not claim damages in court within one year after it discovered or reasonably could have discovered them.

12.5. The provisions of this article also apply in favor of everyone engaged by the Parties in the context of the performance of the Agreement.

13. Indemnification

13.1. Subject to the limitations of liability set out in clause 13, the Customer indemnifies RoundThink against all damages, losses, costs, recourse and claims of any nature whatsoever, directly or indirectly related to:

- a) the failure or threat of failure by the Customer to fulfil any obligation, insurance and/or indemnification;
- b) claims by third parties (including the Customer's current or former employees), including claims relating to infringement of third-party rights (including but not limited to intellectual property rights), if such claims arise from the use of specific data at the Customer's request;
- c) Conduct by the Customer in violation of agreements entered into by the Customer with third parties;
- d) Third party claims regarding a violation or suspected violation of laws or regulations by the Customer or people affiliated with it.

14. Proof

14.1. RoundThink's records constitute full proof of RoundThink's assertions, subject to written evidence to the contrary from the Customer.

15. Duration and end of the Agreement, dissolution, termination of suspension

15.1. The Agreement is entered into for the term agreed upon therein.

15.2. In addition to the grounds arising from the Agreement, the law and the Terms and Conditions, the Parties are entitled to terminate or dissolve the Agreement with immediate effect, with prior notice of default but without becoming liable for damages, if:

- a) the Parties fail to fulfil its obligations, unless the failure, given its nature or minor importance, does not justify such dissolution and the consequences thereof;
- b) the Customer applies for or is granted suspension of payments;
- c) the Parties are declared bankrupt or files for bankruptcy;
- d) the Parties business is dissolved;
- e) if applicable, the Parties has not obtained required consent in accordance with Article 27 of the Works Councils Act and Article 12 of the Working Conditions Act.

15.3. If the Agreement is terminated prematurely, the Customer will be obliged to immediately pay the compensation due to RoundThink for the entire contract term, including, but not limited to, compensation of costs incurred by RoundThink for the execution of the Agreement and its preparation.

15.4. The termination of the Agreement does not relieve the Parties from their ongoing obligations, nor from obligations that by their nature should continue after the termination of the Agreement, such as, but not limited to, obligations concerning personal data and confidentiality.

16. Transfer

16.1. The Parties are entitled to transfer its rights and obligations under the Agreement to its related companies. The other Party must cooperate in such transfer unconditionally.

17. Governing law and choice of forum

17.1. All Agreements between the Parties and obligations arising therefrom are governed by Dutch law.

- 17.2. In the event of disputes arising from or related to the Agreements and commitments between the Parties that cannot be resolved through mutual consultation, the Parties must first attempt to resolve them through mediation, in accordance with the Regulations of the Dutch Mediators' Federation as they read on the commencement date of the mediation.
- 17.3. Neither Party may take the dispute to court as long as the mediation is ongoing, unless solely for preservation of rights.
- 17.4. The parties must jointly attend the first mediation meeting. The Parties are free to terminate the mediation at any time thereafter and submit the dispute to court. The mediation commences when the Parties attend the first joint mediation meeting.
- 17.5. Disputes that cannot be resolved through mutual consultation and mediation will be submitted to the competent court in Haarlem for resolution.

18. Version

- 18.1. This version of the Terms and Conditions is effective from 1 July 2023.