General Terms and Conditions Seed2Lead B.V.

General Terms and Conditions Seed2Lead B.V. - version September 2025

1. Definitions

1.1 In these Terms, the following definitions shall apply:

1.2 **Customer**: the legal entity that has entered into an Agreement with S2L for the Services;

1.3 **Additional Services**: the services as described in Clause 4.1;

1.4 **Services**: the Main Service and any Additional Services;

1.5 **Main Service**: the service as described in Clause 4.1;

1.6 **Agreement**: the agreement as described in Clause 3.1;

1.7 **Saas**: Software as a Service

1.8 **S2L**: Seed2Lead B.V., also trading under the name Sollit, with its registered office and place of business at Westerlaan 105, 8011 CA Zwolle, Chamber of Commerce no. 53991389;

1.9 **Software**: the set of SaaS applications offered by S2L as 'Sollit';

1.10 **Data Processing Agreement**: the agreement relating to the rights and obligations in respect of the personal data processed by S2L in connection with the Services, set out in Appendix 1;

1.11 **Terms**: the most recent version of these general terms and conditions of S2L, as in force from time to time.

2. The Terms

2.1 These Terms apply to all offers made by S2L, and to all agreements and understandings (oral and written) between S2L and the Customer.

2.2 If these Terms have been provided to the Customer in a language other than Dutch, in the event of any conflicting meaning, the Dutch version shall prevail.

2.3 In case of conflict between these Terms and the quotation or any other part of the Agreement, the quotation or other part of the Agreement takes precedence over these Terms.

2.4 Any general conditions/stipulations of the Customer, including industry conditions, do not apply to the Agreement and are expressly rejected by S2L.

3. Offers and the Agreement

3.1 These Terms, whether or not together with an offer made or order placed, and any further written agreements and addenda, constitute the entire agreement between the parties (the **"Agreement"**).

3.2 All offers and quotations by S2L are without obligation. If the Customer has accepted an offer/quotation, it notifies S2L thereof in writing. S2L can refuse or revoke the accepted offer/quotation for 5 (five) working days after receipt of the written acceptance by the Customer without any obligation towards the Customer. The Agreement is concluded when:

a) the above period has lapsed without S2L revoking/rejecting,

b) S2L has notified the Customer in writing before the expiry of that period that it accepts the Customer's acceptance, or

c) S2L has executed the Agreement.

3.3 Offers and quotations by S2L are based on the information provided by the Customer. The Customer guarantees that it has provided all essential information for the set-up and execution of the Agreement on time and in full, and that the information provided is correct and up-to-date. The Customer further warrants that it has provided all essential information in the manner requested by S2L and will, at S2L's first request, provide any further information/materials that S2L deems necessary for the performance of the Agreement.

4. Services and related facilities

4.1 S2L provides the Services to the Customer. The Services consist of (i) providing access via the Cloud to the Software as set up for the Customer (the "**Main Service**"); possibly, at the request of the Customer, supplemented by additional services, such as, for example: implementing any standard modules of the Software chosen by the Customer, providing training for use of the Software, performing consultancy work, making customized adjustments to the Software, or any other work as described in the offer (the "**Additional Services**").

4.2 The Customer may only use the Services to support its business processes on the conditions set out in the Agreement.

4.3 S2L makes the Main Service available to the Customer by providing login code(s). S2L provides 1 (one) login code per specific user, the Customer may not circulate this login code among different users.

4.4 The Customer is solely responsible for arranging equipment, access to the Internet and appropriate data connections to enable access to the Software with the provided login code(s).

4.5 S2L makes every reasonable effort to ensure that the Software is available and functions as intended by it. S2L gives no guarantees with regard to the Software, including, inter alia, guarantees with regard to the availability, functionality and operation of the Software, and suitability of the Software for the purpose intended by the Customer.

4.6 S2L is not responsible for links/integration of the Software with other software used by the Customer and does not guarantee that the Software functions in cooperation with other software used by the Customer.

4.7 S2L is not responsible for the results arising from the calculations performed by the Software, nor for conclusions and/or actions taken by the Customer on the basis of the aforementioned results.

4.8 S2L provides a service desk during business hours to support Customers use of the Software.

4.9 S2L provides updates and/or upgrades to the Software from time to time as it sees fit. S2L does not guarantee that it can always repair defects in the Software or the timeframe within which repair is possible. Notices regarding repair and processing time are always indicative and never an obligation to achieve a result or a strict deadline.

4.10 S2L aims to carry out maintenance and modifications of the Software outside office hours if reasonably possible, but cannot guarantee this.

4.11 The Customer is responsible for all data it enters in the Software and shall ensure that it has a backup of that data at all times. S2L is not liable for the storage, retention, damage and/or destruction of that data.

4.12 The Customer may not give third parties access to the Services, unless the parties have agreed otherwise in writing. The Customer will keep confidential and not share with third

parties any login details the Customer has received from S2L for the use of the Software. If S2L knows or suspects that the Customer violates the Agreement, including in any case (but not limited to) that the Customer does not fulfil its payment obligations and/or allows a third party to use the Services, S2L may immediately discontinue the provision of the Services and block the Customer's access to the Services. Furthermore, S2L may terminate the Agreement as per Clause 10.6.

5. Costs and payment terms

5.1 The fee to be paid by the Customer for the Main Service is determined in the Agreement. Here, there are two possibilities: (i) Customer pays a recurring fee for use of the Software/Main Service (the "**Fee**"), or (ii) Customer purchases a credit ("**Credits**").
The Fee. Customer may pay the Fee per contract year or per month, or with another frequency, as specified in the offer.
The Credits. The Customer can purchase Credits from S2L. To do so, the Customer pays S2L an amount equal to a certain number of Credits. When its Credits are used up, the Customer can purchase new Credits from S2L. Purchased Credits have unlimited validity.
In addition, Customer shall pay fee(s) for any Additional Service(s) it purchases (the "**Additional Fee**").
5.2 S2L is never obliged to refund Fees or Credits once paid, regardless of whether the Customer is still using the Software.
5.3 Updates carried out by S2L are free of charge. If S2L performs upgrades, it will charge the Customer an additional fee for this, to which the Customer hereby agrees in advance.
5.4 S2L provides its service desk free of charge for the time being. However, S2L is free to charge a fee for this in the future. If the Customer wishes to continue using the service desk thereafter, it will have to pay the applicable Additional Fee.
5.5 S2L invoices the applicable Additional Fee after the conclusion of the Agreement. S2L will invoice the Fee for the Main Service as soon as the Main Service has been delivered as described in the offer, but in any event 2 (two) months from the conclusion of the Agreement even if the Main Service has not yet been delivered by then. The Customer shall pay invoices from S2L within 14 (fourteen) days of the invoice date.
5.6 If the Customer has not paid within this period, it will owe statutory commercial interest on the outstanding amount, without notice of default being required. In addition, S2L may suspend performance of the Agreement during the period that payment remains outstanding and terminate the Agreement as per Clause 10.6.
5.7 If the Customer fails to pay within the period referred to in Clause 5.5, it is in default by operation of law and S2L is entitled, after a reminder, to dissolve the Agreement. The Customer will then owe S2L compensation equal to the Fee that the Customer would have owed over the remaining contract term, being the period from dissolution to the end of the term of the Agreement.
5.8 Furthermore, S2L may recover all reasonable costs to obtain payment for the invoice, including judicial and extrajudicial costs, from the Customer. The extrajudicial costs are deemed to be at least 15% of the outstanding claim, with a minimum of EUR 500.
5.9 S2L may increase its prices once per calendar year in accordance with the Consumer Price Index (CPI) of the CBS increased by a mark-up at the discretion of S2L, which mark-up will never be more than 10%.

6. Confidentiality

6.1 The parties shall treat as confidential all information and materials which they make available to each other under the Agreement or to which they otherwise have or gain access, and shall not make them available to third parties without the prior written consent of the other party. This obligation does not apply to information that was already publicly known before the conclusion of this Agreement, or has become publicly known after the conclusion of this Agreement other than by breach of any confidentiality obligation. This provision shall remain in force after the end of this Agreement.

7. Data protection

7.1 If and to the extent that S2L processes personal data on behalf of the Customer, S2L qualifies as a processor and Customer as a controller within the meaning set out in article 4 of the of the European General Data Protection Regulation ("GDPR"). S2L will use its best effort to ensure that the processing of the personal data will be in accordance with the GDPR, the Dutch Implementation Act of the GDPR and the Data Processing Agreement, included as Appendix 1 to these Terms.

7.2 The Customer acknowledges and agrees that S2L can, through the Software, collect information and data on the Customer's use of the Software and/or the Services, including the Customer's use of components, modules, functionalities within the Software. In this case, such information and data will be aggregated and anonymised. S2L may use the aforementioned information and data for the improvement, optimization of the Software and Services.

8. Liability

8.1 S2L is not liable for any damage incurred by the Customer in connection with the Agreement, unless such damage is the result of the willful intent or deliberate recklessness of S2L or its managerial subordinates.

8.2 If, despite the provisions of paragraph 1, S2L would still be held liable before a court, such liability is in any case limited to the amount S2L received from the Customer under the Agreement in the 6 (six) months preceding the event that caused the damage.

8.3 S2L indemnifies the Customer against any claim by a third party against the Customer that the Software infringes the rights of that third party. In the event of such a claim, S2L will compensate the Customer for the amount that the Customer must pay the third party on account of the infringement, as well as the reasonable costs incurred by the Customer in that respect for legal assistance, up to a maximum of EUR 20,000 ex VAT. For any other damages incurred by the Customer, the provisions of paragraph 1 shall apply.

9. Force majeure

9.1 In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure to perform the Agreement cannot be attributed to a party if it is the result of factors beyond that party's control (force majeure). Force majeure shall in any case include: war; riots; disturbances; government measures and government advisory opinions; strikes and work stoppages; computer failures and viruses; business interruptions due to fire, accident, power failure or other occurrences; natural phenomena; epidemics; pandemics; problems at suppliers as a

result of the foregoing, all this irrespective of whether the force majeure occurs at the contracting party, its suppliers or third parties engaged by it in the performance of the Agreement.

9.2 In the event of force majeure, the party in force majeure shall notify the other party in writing of the force majeure situation as soon as reasonably possible, and the obligations of the party in force majeure shall be suspended for the duration of the force majeure situation.

9.3 If a force majeure situation lasts longer than 30 (thirty) days, each party is entitled to terminate the Agreement in writing by registered mail with immediate effect. The party in force majeure shall not be liable to pay any damages.

10. Duration and termination

10.1 The Agreement starts at the moment described in Clause3.2.

10.2 S2L will start the implementation as soon as the Customer has provided all the information requested by S2L and the Customer has paid S2L the Additional Fee for the implementation.

10.3 If the Customer has opted for a Fee in accordance with Clause 5.1, the Agreement has – with regard to the use of the Software - a term of 12 (twelve) months from the technical delivery after implementation. This means that the first term of the Agreement has a total duration of 12 (twelve) months plus the period from the start of the Agreement in accordance with Clause 3.2 until the end of the implementation process.

10.4 If the Customer has opted for a Fee, each party may terminate the Agreement without cause in writing, subject to a notice period of 1 (one) month prior to the end of the current contract period. Without notice of termination, the Agreement is always tacitly renewed for a period of 12 (twelve) months.

10.5 If the Customer has opted for Credits, the Agreement has an unlimited term. Either party may terminate the Agreement in writing at any time without cause, whereby termination by the Customer is with immediate effect and termination by S2L only occurs when the Customer has used up all Credits.

10.6 Furthermore, either party may terminate this Agreement by registered letter with immediate effect:

a) if the other party fails to fulfil in part or in full one or more obligations under this Agreement, and the default - to the extent still remediable - has not been remedied within 14 (fourteen) days of the date of sending the written notice;

b) if a request for bankruptcy of the other party has been made, the other party is declared bankrupt, suspension of payments regarding the other party is requested or granted, the other party is dissolved or otherwise ceases its activities (voluntarily or otherwise); and/or

c) in case of force majeure in accordance with Clause 9.3.

10.7 In the event of termination of this Agreement (on whatever grounds and by whomever), all claims of S2L on the Customer will become immediately due and payable in full. Furthermore, at each other's first request, the parties will immediately return all documents/files made available or, at the request of the party to whom the documents/files belong, destroy them or (in the case of digital files) permanently remove them from its systems. Contrary to this and in accordance with Clause 4.11, S2L can only return to the Customer the data entered in the Software by the Customer, insofar as this data is still available and/or unaffected.

10.8 Any amounts already paid by the Customer shall not be refunded upon termination unless otherwise agreed in writing.

11. Intellectual property

11.1 All intellectual property rights to the Services, the Software and anything else that S2L makes available to the Customer under the Agreement are vested in S2L. The Agreement does not entail a transfer of any rights, the Customer only receives the right to use the Services during the term of the Agreement.

12. Miscellaneous

12.1 Amendments to the Agreement are only valid if agreed in writing between the parties. However, S2L may unilaterally amend these Terms from time to time and the Customer accepts that the latest version of the Terms will always apply to the Agreement. The latest version of the Terms can always be consulted on S2L's website.

12.2 The Agreement including any attachments and written amendments constitutes the entire agreement between the parties and supersedes any previous agreements between the parties on the same subject matter.

12.3 Should any provision of these Terms be invalid and/or be declared null and void, this shall not affect the validity of the remaining provisions. The parties will agree on a replacement provision in consultation, taking into account the purpose and purport of the original provision as much as possible.

12.4 S2L's records shall, subject to proof to the contrary, constitute evidence of any act under the Agreement.

12.5 In these Terms, 'in writing' also includes 'by email', unless expressly stated otherwise.

12.6 The failure of a party to invoke or exercise any provision of the Agreement does not constitute a waiver of rights. Waiver of rights will always have to be made explicitly and in writing.

12.7 The Customer may not transfer the Agreement or its rights and obligations under the Agreement to a third party without S2L's prior written consent. S2L may transfer the Agreement or its rights and obligations under the Agreement to a third party, to which transfer the Customer hereby agrees in advance.

12.8 All rights of action by the Customer against S2L, irrespective of their basis, lapse as soon as 1 (one) year has lapsed after the day on which the Customer became aware or should have become aware of the existence of the claim and it has not instituted legal proceedings during that period.

13. Applicable law and disputes

13.1 These Terms and the Agreement are governed by Dutch law.
13.2 All disputes arising from or related to these Terms and/or the Agreement shall be submitted exclusively to the competent court of the District Court of Overijssel, location Zwolle.
General terms and conditions Seed2Lead B.V.
October 2023

APPENDIX 1 DATA PROCESSING AGREEMENT

PARTIES:
I **Seed2Lead B.V.**, a private limited liability company established and operating under the laws of the Netherlands, having its registered office at Epe and registered in the company register under number 53991389, lawfully represented by Mr E.J.M. van de Worp and Mr R.J.M. van de Worp, hereinafter referred to as "**Processor**", and
II Customer, hereinafter referred to as "**Controller**".
The parties to this agreement are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".
TAKE INTO ACCOUNT:
A. Controller wishes to use Processor's services and has entered into an agreement with Processor to this end (the "**Agreement**");
B. Processor processes personal data in the context of the performance of the Agreement;
C. The Parties wish to lay down the terms of the exchange and processing of personal data in this Agreement (the "**Data Processing Agreement**") in order to comply with their respective obligations under the General Data Protection Regulation ("**GDPR**").
D. This Data Processing Agreement replaces any previous (processing) agreement(s) of similar scope concluded between the Parties.

PARTIES agree as follows:

1. Definitions

This Data Processing Agreement uses some definitions. The meaning of those definitions is clarified in this article. The definitions are based on the GDPR.

GDPR	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, including the Dutch Implementation Act;
Data Subject	an identified or identifiable natural person, to whom the Personal Data relates, as referred to in Article 4 sub 1 GDPR;

Data Processing Agreement	this agreement between the Controller and Processor as referred to in article 28 GDPR;
Data Breach	a personal data breach referred to in Article 33 GDPR, being a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;
European Economic Area	all countries of the European Union, Liechtenstein, Norway and Iceland;
Personal Data Special Personal Data	personal data defined in Article 4 sub 1 GDPR; personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and processing of genetic data, biometric data for the purpose of uniquely identifying a person, or data concerning health, or data relating to a person's sexual behaviour or sexual orientation;
Sub-Processor	a third party engaged by the Processor to carry out specific data processing activities on the Processor's behalf
Controller	the party that qualifies as a controller in the meaning of article 4 sub 7 GDPR
Agreement	the (framework) agreement between Controller and Processor, including the General Terms and Conditions Seed2Lead B.V., which relates to the service(s) to be provided by Processor to Controller;
Processing	any operation or set of operations which is performed on Personal Data or on sets of Personal Data as defined in in Article 4 sub 2 GDPR;

2. Ranking

If the Parties have already included provisions on the Processing of Personal Data in the Agreement, in case of inconsistencies between the provisions of the Agreement and this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

3. Subject matter of this Data Processing Agreement

3.1 Processor provides the Services to Controller as described in the Agreement. In doing so, the Processor Processes Personal Data on behalf of the Controller. This Data Processing Agreement relates to any Processing by the Processor on behalf of the Controller.

4. Execution of Processing

4.1 The Parties wish to set out the terms of the exchange and Processing of Personal Data in this agreement (the "**Data Processing Agreement**"), in order to comply with their respective obligations under the **GDPR**.

4.2 Notwithstanding the above, Processor is permitted to Process Personal Data if an applicable law or rule requires such Processing. In that case, Processor shall notify Controller of that law or rule prior to the Processing, unless that law or rule prohibits such notification for important public interest reasons.

4.3 The Personal Data to be processed under this Data Processing Agreement shall be limited to the Personal Data listed in Schedule 1. Processor shall only Process that Personal Data in the context of the nature and purposes of the Processing described in Schedule 1 and the Agreement.

4.4 The Processing shall take place under the responsibility of Controller. Processor shall comply with all reasonable written instructions of Controller in connection with the Processing.

4.5 The parties undertake to act at all times in accordance with the GDPR in respect of the protection of Personal Data.

4.6 The Processor shall document the Processing it performs for the Controller, as well as its technical and organisational security measures aimed at this, in a register and keep this register up to date.

4.7 The Processor shall reasonably assist Controller in complying with its obligations under the GDPR, including but not limited to the obligations of the Controller towards Data Subjects

5. Duration of Data Processing Agreement

In principle, the term of this Data Processing Agreement is equal to the term of the Agreement. If the services provided by Processor to the Controller under the Agreement (still)continue after the end of the Agreement, the Processor is (still) Processing Personal Data, this Data Processing Agreement shall continue throughout the entire period that the Processor continues to Process Personal Data.

After the termination of this Data Processing Agreement, the provisions intended for that purpose (including but not limited to Articles 2, 4 and 5) should continue to apply in full.

6. Security requirements

6.1 Processor shall take such appropriate (as referred to in Article 32 AVG) technical and organisational measures to ensure that Personal Data are secured against destruction, loss,

unauthorised access, modification or against any form of unlawful Processing and to ensure the timely availability of and access to Personal Data.

6.2 The security measures shall provide an appropriate level of security as to minimize the risks posed by the Processing and the nature of Personal Data to be protected.

6.3 The security measures must be adequate and comply with the relevant standards and quality requirements.

6.4 The obligations of Processor set out in Article 6.1 also entail that the access by Controller to the Personal Data Processed by Processor on behalf of Controller, is adequately secured at all times.

6.5 The Controller is entitled to carry out an audit, or have carried out an audit by an independent third party expert bound by confidentiality agreement, to check compliance with the security measures from article 6.1 to 6.4, no more than once a year.

6.6 Processor undertakes to cooperate with the audits by the Controller, an auditor appointed by it or the competent authorities, including, for example, the Personal Data Authority.

6.7 If it is established during an audit that Processor does not comply with the security measures set out in Articles 6.1 to 6.4, Processor shall take all reasonably necessary measures to ensure that it services will comply

6.8 The costs of the audit, at the request of Controller, shall be borne by Controller, unless the results of the audit show that Processor does not comply with the provisions of Articles 6.1 to 6.4.

7. Data Breaches

7.1 Without prejudice to the provisions of Article 6.1, Processor shall notify Controller as soon as Processor becomes aware of any Data Breach without unreasonable delay, but at the latest within 24 hours. Where possible and relevant, Processor shall provide the following information to Controller:

(a) the nature of the Data Breach as well as its (alleged) cause;

(b) the categories of Personal Data affected and any personal data records in question;

(c) the authorities and contacts from which more information about the Data Breach can be obtained (such as but not limited to a Data Protection Officer as referred to in the GDPR);

(d) the likely consequences of the Data Breach;

(e) the measures taken by Processor to address the Data Breach, including, where applicable, the measures to mitigate any adverse consequences thereof.

7.2 Reporting Data Breaches to the supervisory authority remains the responsibility of Controller.

7.3 The Processor must properly document each Data Breach, including the facts and findings regarding its consequences and the corrective measures taken. This register shall also include all Data Breaches that are not so serious as to require reporting to the supervisory authority.

7.4 The Processor has adequate written policies regarding the handling of any Data Breach.

8. Confidentiality and Sub-Processors

8.1 Processor is obliged to treat the Personal Data provided by Controller as confidential. The Processor's employees involved in the Processing have signed a confidentiality agreement to this effect.

8.2 With this Data Processing Agreement, the Controller gives the Processor a general (written) authorization to appoint Sub-Processors. The Sub-processors are listed in Schedule 2 of Appendix 1. Processor shall always inform Controller in advance of any intended changes concerning the addition or replacements of a Sub-Processor. Controller shall then have the right to object to such change within four weeks. Processor shall enter into a Sub-Processor Agreement with the relevant Sub-processor that sets out similar responsibilities and obligations that Processor has under this Data Processing Agreement. Processor is responsible for and remains fully liable for the performance of the obligations (including the failure to perform them) of Sub-Processor.

8.3 Without prejudice to the provisions of this Data Processing Agreement, the Processor shall not make the Personal Data Processed for the Controller available to third parties without the prior consent of the Controller, unless the Processor is required to do so under any provision of law, regulation or other regulation.

8.4 If the Processor receives a request or an order from a Dutch or foreign supervisory authority and/or an investigative, criminal investigation or national security agency to provide (access to) Personal Data, the Processor shall inform the Controller as soon as possible, unless legislation prohibits such notification, for example for important reasons of public interest. When dealing with the request or order, Processor shall, if possible, comply with all reasonable instructions of Controller (including the instruction to leave the handling of the request or order entirely or partly to Data Processor) and provide all reasonably necessary cooperation.

8.5 Processor shall not, unless it has obtained the prior consent of the Controller, Process or allow Processing of personal data by itself or by Sub-processors in countries outside the European Economic Area without an adequate level of protection. Processor shall immediately notify the Controller in writing of any (planned) permanent or temporary transfers of personal data to a country outside the European Economic Area.

8.6 The Processor shall immediately notify the Controller if it becomes aware of any Processing of Personal Data in violation of this article.

9. Liability

9.1 Controller guarantees that the Processing of Personal Data under this Data Processing Agreement is not unlawful and does not infringe the rights of the Data Subjects concerned. Controller shall indemnify Processor against any claims by Data Subject or third parties (including the supervisory authority) as a result of Controller's failure to comply with applicable laws and regulations on the protection of Personal Data, including the GDPR.

9.2 Processor guarantees that the Processing of Personal Data to which Processor is obliged under this Data Processing Agreement will take place in accordance with the applicable laws and regulations.

9.3 Processor is only liable for the damage caused by the Processing if and insofar the Processor did not comply with the obligations inserted in the GDPR and explicitly and

specifically addressed to the Processor, or when Processor acted outside or contrary to the specific written instructions of the Controller.

9.4 Damages arising from

(i) non-compliance with provisions of this Data Processing Agreement,

(ii) non-compliance with provisions of the GDPR and related legislation regarding the Processing of personal data, and

(iii) any claims that Data Subjects or other third parties might have, based on provisions of the GDPR and related legislation relating to the Processing of personal data,

shall be limited to the amount paid by Processor's insurer in that relevant case. Processor shall provide a copy of the policy of such insurance to Controller upon request of Controller. If the insurer does not pay out, the aforementioned liability of Processor is limited to a maximum of twice the invoice value of the underlying assignment, excluding VAT, up to a maximum of €10.000.

If the Agreement is a continuing performance agreement, the liability of Processor is limited to an amount equal to two (2) times the total amount stipulated in the context of the Agreement in the last six (6) months before the occurrence of the loss or damage of the Controller, excluding VAT, up to a maximum of €10.000.

9.5 Processor is not liable for damage if it is not responsible for the event causing the damage.

9.6 Each Party shall be entitled to dissolve this Data Processing Agreement if the other Party imputably fails to comply with its obligations under this Data Processing Agreement. Dissolution may only take place if the other Party has been given written notice of default with due observance of a term of at least 14 days, and that Party has failed to fulfil its obligations within that term.

9.7 Processor is not liable for damages when there is a force majeure situation. Force majeure means a failure in the performance of this Data Processing Agreement that cannot be attributed to Processor.

9.8 Force majeure as referred to in Art. 9.7 will in any case - therefore not exclusively - include a failure as a result of (a) a hack in which Personal Data are lost or copied or alienated, (b) theft or corruption of data, (c) intent or gross negligence of auxiliary persons, (d) strike, (e) excessive staff absenteeism, (f) fire, (g) special weather conditions (such as floods), (h) government measures (both national and international), including import and export bans and import and export restrictions, (i) war, mobilisation, riots, insurrection, state of siege, (j) sabotage, (k) transport disruptions, (l) breakdown of machinery, and/or (m) transport delay.

9.9 Controller shall limit its liability to Data Subjects from whom Processor Processes Personal Data up and to the maximum amount set out in Article 9.4.

10. Return and destruction of Personal Data

10.1 After the end of the Data Processing Agreement, Processor shall destroy the Personal Data or, at the request of Controller, return the Personal Data to Processor in a format and at a time to be determined by Processor, all in accordance with the Agreement.

11. General

11.1 The laws of the Netherlands govern this Data Processing Agreement.

11.2 In the event of unforeseen circumstances, the Parties will seek a solution in mutual consultation according to standards of reasonableness and fairness.

11.3 All disputes between the Parties that cannot be resolved in mutual consultation shall in the first instance be brought exclusively before the competent court in the District Court of Overijssel, location Zwolle.

SCHEDULE 1

PERSONAL DATA

1. This schedule includes an overview of Personal Data of Controller Processed by Processor.

2. Processor shall Process the following data received from Controller:

(a) Name;

(b) Address;

(c) Place of residence;

(d) Telephone number;

(e) Email addresses;

(f) Energy consumption, preferences around PV systems;

(g) Photos from the following applications: inspection app, delivery app (if any);

(h) Signatures from the tender, delivery app (if any);

(i) IBAN account numbers (if available);

(j) Marital status.

SCHEDULE 2

SUB-PROCESSORS

1. This schedule contains a list of Sub-Processors engaged by Processor.

2. Processor has engaged the following Sub-Processors:

Sub-Processor 1

Oxilion Enterprise B.V. (Hosting)

M.H. Tromplaan 52

7513 AB

Enschede

Sub-Processor 2

Amazon Web Services EMEA SARL

38 Avenue John F. Kennedy, L-1855 Luxemburg

R.C.S. Luxemburg: B186284

Amazon Web Services EMEA SARL, Dutch Branch

Mr. Treublaan 7, 1097 DP Amsterdam, Nederland

KvK nummer: 68579780 • BTW nummer: NL857505373B01

Sub-Processor 3

Snowflake Inc.

106 E Babcock St, Suite 3A

Bozeman, MT 59715

United States

Snowflake Computing Netherlands B.V.

FOZ Building, Gustav Mahlerlaan 300-314

1082 ME Amsterdam, Netherlands

Sub-Processor 4

Fivetran Inc

1221 Broadway

24th floor

Oakland CA 94612

United States

Sub-Processor 5

Dbt Labs

915 Spring Garden St

Suite 500

Philadelphia, Pennsylvania 19123

United States

Description of the personal data that Processor may share with Sub-Processor:

(a) Name;

(b) Address;

(c) Place of residence;

(d) Telephone number;

(e) Email addresses;

(f) Energy consumption, preferences around PV systems;

(g) Photos from the following applications: inspection app, delivery app (if any);

(h) Signatures from the tender, delivery app (if any);

(i) IBAN account numbers (if available);

(j) Marital status.

General Terms and Conditions Sollit Spain, SL