

General Terms & Conditions

Version: 1.0

Date: September, 2025

These General Terms and Conditions (hereinafter referred to as: “Terms”), are used by GoTallo B.V. hereinafter referred to as: “the Company”.

Article 1: Definitions

1.1 The definitions in these Terms shall have the following meaning:

Agreement: any agreement or legal relationship between the Parties in respect of the provision of Services, any amendment thereof or supplement thereto, as well as all and any acts related to the implementation of the Agreement;

Application: standard software solutions that are created and licensed to the Customer by the Company and referred to and described in the Agreement or Customer Order Form ;

Business Day: a calendar day from 08:30 and 17.00 Central European Time (CET), except for weekends and official national holidays in the Netherlands.

Customer: any person or legal entity with whom the Company wishes to enter into, or has entered into a legal relationship;

Customer Order Form: a written service order concerning Licenses of Applications, as entered into between the Customer and the Company;

Fee: the fee(s) due and owed by the Customer to the Company arising from the License;

Party: the Customer or the Company;

Article 2: Applications

2.1 During the term of the Agreement, the Company shall make the Application available to the Customer. The Company aims at achieving availability of the Application of twenty-four hours a day, seven days a week, but has the right to temporarily suspend the Application when required for maintenance, changes and improvements. These interruptions will be timely announced by the Company.

2.2 The Application is a ready and generic product that has not been developed for the Customer specifically.

2.3 The application will be functional on the platform of the Customer and depend for its functionality on the licences agreed to between the Customer and the provider of the platform. If the contract with the said provider is terminated, the services will no longer be operational. However, this will not be a valid ground to terminate the Agreement between the Company and the Customer prematurely.

Article 3: Customer Obligations

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- 3.1 The Customer is solely responsible for the use of the licenses of the Applications provided by the Company. The Customer has the obligation to only use the Services within the boundaries of the terms of these Terms and the applicable laws.

Article 4: Fee & Payment

- 4.1 All invoices of the Company shall be paid integrally and not later than thirty calendar days after the date of the invoice. Payment shall take place without any set-off, deduction or suspension. Any objections to any invoice or Fee invoiced shall be made known to the Company in a timely manner in writing, which is before the due date of the related invoice. In case of a dispute, the Customer can postpone payment of the corresponding invoice until the dispute is resolved, or until it becomes clear that the dispute lacks credible grounds.
- 4.2 The Company is authorised to adjust the applicable fee(s) per contract year within reasonable limits based upon the *Consumer Price Index (CPI)*, as published by the Central Bureau for Statistics (www.cbs.nl). The Company shall notify the increase to the Customer not later than two (2) months prior to the expiry of the initial duration (or any extension thereof).
- 4.3 If the Customer does not pay undisputed invoices within the payment term as agreed upon, then the Customer shall be in default. In the event of default: (i) the Customer shall pay to the Company the amount due accumulated with statutory interest, as well as debt collection costs of 15% to be calculated over the outstanding principal amount, and; (ii) the Company (in addition to the other rights to which it is entitled under the Agreement) shall be authorized to suspend the Services in whole or in part after prior notification by the Company. In case of a dispute about the invoices, each party must use its best efforts to resolve the dispute within 60 days as described in article 8.4.
- 4.4 If the Application is used by more users than agreed upon on the basis of a fixed number of licenses, the Company is entitled to send an invoice for the additional licenses that is used.

Article 5: Confidentiality

- 5.1 Both the Company and the Customer shall treat all data and information that each obtains from the other Party with respect to the Applications as well as commercial, strategic, technical data, knowledge or other information connected with that other Party as strictly confidential. For the avoidance of doubt, any data or information uploaded by the Customer is considered confidential information of the Customer. Also, each Party shall not make announcements about this to third parties, except for announcements set forth in Article 5.3.
- 5.2 It is only allowed to deviate from the provisions in Article 5.1 if (i) the relevant deviation has been explicitly provided for in the Agreement, (ii) the related information was already generally known without any breach of confidence by a Party or any third party before the Agreement was realized, (iii) the prior written permission of the Party concerned was obtained, or (iv) the related information must be made public to satisfy a mandatory decision to that extent of a legal authority, in which case the Party concerned shall inform the other Party in advance.
- 5.3 After express written consent, each Party may divulge that the Customer has entered into the Agreement and the Company may describe its activities on account of the Agreement in its marketing materials in general, non-confidential terms, and issue a press release.

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Article 6: Intellectual Property Rights

6.1 All rights of intellectual property of the Customer or data of the Customer are and shall remain the property of the Customer. The Company and its Suppliers are the exclusive owner of all rights and titles to and of all segments of the Services, including the intellectual property rights, the functionality thereof. The data therein which is not generic shall be considered property of the Customer. The Customer shall be granted a license to use this IP.

6.2 The Company shall indemnify the Customer against any claims based on a substantiated allegation of a third party that the Services infringe intellectual property rights valid in the Netherlands and other member states of the European Union. In such case, the Customer shall inform the Company thereof immediately in writing, in detail, and further offer its cooperation to the Company in, but not limited to, legal proceedings and/or negotiations. In the case of aforementioned claims by third parties the Company may, at its discretion, replace, or amend the Services in whole or in part or dissolve the Agreement in whole or in part, in which latter case the Company shall return any fees paid by the Customer for Services not yet provided on a pro rata basis. The Company is not responsible for any settlement out of court without a written permission of the Company.

Article 7: Liability

7.1 The Company is not liable for indirect damage;

Furthermore the Company is not liable for any other damage if and insofar as the total amount of such damage exceeds the amount of the Fees - exclusive of VAT - invoiced by the Company to the Customer pursuant to the Agreement concerned (or the relevant part thereof) and paid by the Customer to the Company, payable for the Services and Applications during the twelve-month period before of the obligation to pay damages, with a maximum of EUR 250,000.

Indirect damage includes in any event - but is not limited to: consequential damage, loss of profit, loss of production, lost savings, loss of and damage to data (files), transport costs, travel and hotel expenses, and damage caused by business interruption

Should the competent court regard the exoneration clause concerning indirect damage as unreasonably onerous, the Company shall under no circumstances accept any liability for indirect damage if and insofar as the total amount of such damage exceeds the amount of the Fees - exclusive of VAT - invoiced by the Company to the Customer pursuant to the Agreement concerned - or the relevant part thereof - and paid by the Customer to the Company, payable for the Services and Applications during the twelve-month period before the obligation to pay damages arose with a maximum of EUR 250,000.

So, for example, if the indemnity obligation arises on March 1, 2022, the Company's total indemnity obligation will not exceed the sum of the Fees paid by the Client in the period March 1, 2021 to February 28, 2022, with a maximum of EUR 250,000..

7.2 In addition to article 7.1 - the liability of the Company and all those who, whether employed or otherwise, work or perform work for the Company, shall be limited to the amount covered under the insurance taken out by or on behalf of the Company, increased by the Company's excess under that insurance.

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Article 8: Termination

- 8.1 Neither Party is entitled to terminate the Agreement during the then current Term as described in the Order Form, except if explicitly stated in Articles 8.2 or 8.3.
- 8.2 Each Party shall be entitled to terminate the Agreement in whole or in part with immediate effect, without requiring any further notice of default and without requiring any prior judicial intervention, by registered letter, if the other Party applies for bankruptcy or for administrative receivership or is declared bankrupt.
- 8.3 The Agreement may be terminated in whole or in part by the Company for any breach of contract including, without limitation, the Customer's non-payment of undisputed invoices, infringement of confidentiality or data protection obligations, the Company's intellectual property rights, or (anticipated) breach of mandatory law. Termination will only become active after fourteen days have passed after the date of the letter in which the Customer is notified of default or breach, this without prejudice to other rights the Company may be entitled to.
- 8.4 In case of a dispute about the services, the Customer should notify the Company by e-mail within 30 days after receipt of the corresponding invoice. After receipt of a dispute, the CFO of the Company shall contact the Customer to try to resolve the dispute. If this doesn't lead to a resolution of the dispute the CEO of the Company shall try to resolve the dispute. If this doesn't lead to a resolution within 60 days after the notification, all parties are free to take the matter to court.
- 8.5 Any term or condition of these Terms, which by their nature extend beyond its termination shall survive termination of any kind and remain in effect.

Article 9: Roadmap Priority

- 9.1 The Application is constantly evolving. These improvements are identified in practice and then inventoried. This is called the Roadmap. For an additional fee, the customer can request that certain topics on the Roadmap be developed with priority. This is described as Roadmap Priority. Roadmap Priority gives the customer who requests and pays for it no special rights over other customers. Changes made on the basis of Roadmap Priority remain the property of GoTallo and apply to everyone. The intellectual property of these changes also remains with GoTallo.

Article 10: Miscellaneous

- 10.1 Each Party may only transfer the rights and obligations under the Agreement with prior written consent of the other Party.
- 10.2 These Terms, the Agreement and related matters hereto shall be governed by the laws of the Netherlands. The Vienna Sales Convention 1980 (CISG) shall not apply to this Agreement.
- 10.3 All disputes arising in connection with the Agreement, these Terms and related matters shall be exclusively and finally settled by the competent court in the Netherlands.
- 10.4 In processing personal data when using the Applications, the Customer undertakes to comply with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR).