

SOFTWARE AS A SERVICE TERMS OF USE ROYAL EIJKELKAMP B.V.

These Terms of Use describe the terms and conditions that apply between the User and Royal Eijkelkamp to access and use the Service.

By accepting these Terms of Use, whether by clicking a box indicating your acceptance, submitting another document, or by using (or making any payment for) the Services, or by otherwise expressing your acceptance of these Terms of use:

You agree to the terms of these Terms of Use and the terms and conditions declared applicable herein.

Account information means information that the User provides to Royal Eijkelkamp for the purpose of creating or managing an account and/or maintaining an account. Account information includes, for example, names, usernames, passwords, phone numbers, email addresses, and usage information associated with your account.

Authorisation/Authorised is the authority granted by or on behalf of Customer to access and use the Service.

Content is all data stored in the Service, with the exception of Account Information.

Service is the online software-as-a-service platform (including all related APIs) provided by Royal Eijkelkamp, together with all related applications where applicable.

Documentation means (user) documentation provided by Royal Eijkelkamp with regard to the Services (e.g. user manuals).

User is any natural person Authorised by Customer to access the Service. A User can have different roles that are named in the Service.

The Customer is the contracting party that purchases one or more Services from Royal Eijkelkamp.

Confidential Information is information that is confidential by nature or is designated as such, including personal data, trade secrets and know-how, source code, commercial plans, financial information, Content and customer and relationship data.

Royal Eijkelkamp is Royal Eijkelkamp B.V. or the Royal Eijkelkamp entity from which the respective Service is purchased.

1. APPLICABILITY

1.1 These Terms of Use apply to the use of the Services and the Content by the User.

2. ACCEPTABLE USE

2.1 An account is personal for each User and may not be shared in any form whatsoever. User may only access and use the Service if, and for the duration for which, User is Authorised to do so and solely as set forth in these Terms of Use.

2.2. User may only use the Service for the specific purpose to which he has been given access. User may only view, download or modify the Content in accordance with these Terms of Use.

2.3 User has access to the Service and may use it for the duration indicated by Customer or, in the absence of such indication, for the duration for which User has an account. Access to the Service may be withdrawn or suspended by Royal Eijkelkamp at any time and without prior notice in the event of a breach or threatened breach of any provision of these Terms of Use, without being liable in any way, subject to the provisions of Article 9.

2.4 The User will at all times exercise due care and will not act unlawfully towards third parties, in particular by respecting the intellectual property rights of Royal Eijkelkamp and any third parties, respecting the privacy of third parties, not distributing any Content or other Confidential Information, or other data that violates applicable laws and regulations or the purpose of the Service, not providing unauthorised access to the Service, not spreading viruses or other malicious programs or data through the

Service and refraining from crimes and breach of any other legal or contractual obligation. Use of the Service must not violate these Terms of Use or any applicable law.

2.6 Royal Eijkelkamp gives no guarantees and has no obligations towards the User. The Services are provided to Customer.

3. CONTENT

3.1 Royal Eijkelkamp bears no responsibility for the Content uploaded to the Service. User is responsible for the use and/or interpretation of the Content in the Service.

3.2 Subject to Article 9, Royal Eijkelkamp is not liable for any loss, destruction or damage to Content and is not responsible for restoring damaged or lost Content.

3.3 Royal Eijkelkamp bears no responsibility for the incorrect and/or negligent use of the Service by the User or a third party.

3.4 Royal Eijkelkamp always has the right to take measures, including but not limited to the removal of Content, in order to avoid or limit liability towards third parties or otherwise.

3.5 If a problem arises with regard to the Content, the User must carry out any reasonable request from Royal Eijkelkamp or the Customer to solve or mitigate the problem.

3.6 The User must immediately report any problems relating to the Service or the Content to Royal Eijkelkamp or the Customer. The problem must be reported directly by email to mydata@royaleijkelkamp.com.

3.7 The User shall immediately notify Royal Eijkelkamp or the Customer, in writing, of any problem relating to the use of the Content, or if it receives a complaint or claim that may limit the use of the Content.

4. SECURITY

4.1 The User must adequately secure its systems and infrastructure and must have up-to-date anti-virus software, systems and infrastructure at its disposal at all times. The User will take all necessary technical and organisational measures to protect the Content on the Service against loss or unlawful access and processing.

4.2 User shall not remove or circumvent technical measures designed to protect the Service, or have these technical measures removed or circumvented. Upon request, the User will immediately cooperate with any investigation by or on behalf of Royal Eijkelkamp into the User's compliance with these Terms of Use.

5. REGISTRATION AND REPORTING

5.1 All actions by the User, and all use that the User makes of the Service, are (automatically) recorded and registered by Royal Eijkelkamp. Royal Eijkelkamp uses this data to improve the Service.

6. CONFIDENTIALITY

6.1 User is obliged to keep all Confidential Information strictly confidential. This confidentiality obligation does not apply insofar as the User is obliged to disclose Confidential Information on the basis of a court order or a statutory regulation and

insofar as the User cannot invoke a legal professional secrecy.

6.2 As a purchaser of the Service, the Customer is liable for all actions of its Users. In accordance with Article 9.1, Royal Eijkelkamp is under no circumstances liable for damage resulting from a violation by Users of these Terms of Use.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights to the Service rest exclusively with Royal Eijkelkamp, its licensors or its suppliers.

7.3 The User is not permitted to remove or change any indication regarding the confidential nature of, or regarding the copyright, brands, trademarks, trade names or any other intellectual property right relating to the Service or the Content, or to have such an indication removed or changed.

7.4 User shall not reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Service (including any mechanism used to restrict or monitor the Service), of third party use of the Service or any third party data contained therein (unless the aforementioned restrictions are not permitted by applicable mandatory law).

7.5 If the User provides feedback, suggestions, tips and the like to Royal Eijkelkamp, Royal Eijkelkamp is entitled to do with that feedback whatever Royal Eijkelkamp deems desirable without owing any compensation.

8. DURATION AND TERMINATION

8.1 These Terms of Use take effect when the User's account is created and continue as long as the User has an account.

8.2 The account can be cancelled by Royal Eijkelkamp with due observance of a notice period of one (1) calendar month. User can terminate his account at any time.

8.3 Except for the termination options specified in these Terms of Use, Royal Eijkelkamp may terminate the account with immediate effect if the User does not comply with these Terms of Use, does not comply with the rules that apply in society or does not comply with the applicable legislation.

9. LIABILITY

9.1 Any liability of Royal Eijkelkamp towards the User on any legal basis whatsoever, including indemnification and any non-compliance with a guarantee obligation, is excluded. The exclusions and limitations of the liability of Royal Eijkelkamp referred to in these Terms of Use no longer apply if and insofar as such exclusions and/or limitations conflict with any applicable mandatory law.

9.2 Insofar as the exclusion of liability is contrary to any applicable mandatory law, but limitation of liability is permitted under such legislation, Royal Eijkelkamp's liability towards the User as a result of a shortcoming in the implementation of these Terms of Use or on any legal basis whatsoever, expressly including any breach of a warranty obligation, is limited to compensation for attributable damage

and loss to a maximum of € 1,000 or to the maximum amount that can limit liability so as not to conflict with any applicable mandatory law.

10. PRIVACY & COOKIES

10.1 Royal Eijkelkamp processes the User's personal data when using a Service. This mainly concerns account information.

10.2 All information about privacy, what Royal Eijkelkamp does with the User's personal data and what rights Users have, can be found in the [Privacy Policy](#).

10.3 In order to use the Services properly, functional cookies may be placed by Royal Eijkelkamp. All information about cookies and which functional cookies Royal Eijkelkamp uses can be found in the [Cookiestatement](#).

11. APPLICABLE LAW AND DISPUTES

11.1 These Terms of Use are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the "1980 Vienna Sales Convention") is expressly excluded.

11.2 The competent court of the District Court of Gelderland, seat in Arnhem, has exclusive jurisdiction to hear disputes relating to the use of the Service and these Terms of Use, unless the law prescribes otherwise, including procedures for obtaining provisional measures.

Nevertheless, Royal Eijkelkamp is in all cases entitled to turn to a competent court elsewhere.
