

## GENERAL CONDITIONS GODOCLY

### Article 1 Definitions

- 1.1 Unless the context clearly indicates otherwise, the following terms will have the meaning stated in this article:
- a) **“General conditions”**: these general conditions of Tipidocs;
  - b) **“Services”**: all services to be provided by Tipidocs, including SaaS Services, as well as all related or resulting products, services and results to be delivered by Tipidocs;
  - c) **“Office Hours”**: the office hours of Tipidocs are Monday up to and including Friday between 8 a.m. and 5 p.m. CET;
  - d) **“Client”**: any natural or legal person who enters into an Agreement with Tipidocs;
  - e) **“Agreement/Agreements”**: the user agreement and all other agreements between Tipidocs and the Client for the provision of the Services, together with these General Conditions, as well as the relevant offers, quotations and/or order confirmations provided by Tipidocs, in which the conditions for the provision of the Services by Tipidocs to the Client are stated;
  - f) **“SaaS Services”**: services that enable the Client to connect to and use applications and/or tools in the cloud via the internet;
  - g) **“Tipidocs”**: the private limited company Tipidocs BV, having its registered office in Amsterdam, the Netherlands, and maintaining business premises at Petrus Regoutplein 1 H 04 in (NL-6211 XX) Maastricht, the Netherlands, listed in the Commercial Register under number 83902589.
  - h) **“GoDocly”**: the name of the SaaS Services provided by Tipidocs BV.

### Article 2 Applicability

- 2.1 These General Conditions will apply to all offers made by Tipidocs to the Client and to all Agreements concluded between Tipidocs and the Client, as well as to the performance of such by Tipidocs.
- 2.2 These General Conditions will apply to the exclusion of any general conditions or purchase conditions used by the Client. Conditions and provisions deviating from these General Conditions will apply only if and to the extent that they have been expressly agreed in writing between Tipidocs and the Client for each separate Agreement.
- 2.3 Unless otherwise agreed in writing, a Client who has entered into an Agreement with Tipidocs to which these General Conditions apply, will agree to the application of these General Conditions to all further Agreements.
- 2.4 Tipidocs reserves the right at all times to amend these General Conditions. The new general conditions will take effect immediately from the time that the Client has been notified of such. From that time of notification to the Client, the new general conditions will also apply to Agreements already entered into between Tipidocs and the Client.

### Article 3 Offers, assignments and Agreements

- 3.1 All offers of Tipidocs will be free of obligation. Any assignment granted to Tipidocs or acceptance of an offer by the Client will be irrevocable.
- 3.2 Tipidocs will not be bound by the Agreement until after it has confirmed the Agreement in writing or has started the performance of the Agreement.
- 3.3 Oral promises by or oral agreements made with its staff will bind Tipidocs only if it has confirmed them in writing.
- 3.4 Tipidocs will be entitled to engage one or more third parties for the performance of the Agreement at its own discretion.
- 3.5 These General Conditions will apply in full to any amendments to the Agreement.

### Article 4 Data

- 4.1 The Client guarantees the accuracy, completeness and reliability of data supplied to Tipidocs by or on behalf of the Client. Tipidocs will be under no obligation to examine the correctness, completeness or reliability of the data provided to it.
- 4.2 Tipidocs will be bound to perform or further perform the Agreement only when the Client has provided Tipidocs with all data and information required by Tipidocs for the performance of the Agreement.
- 4.3 If the data necessary for the performance of the Agreement are not made available to Tipidocs, not in a timely manner or not in accordance with the agreements made, or if the Client otherwise fails to meet its obligations, Tipidocs will be entitled to charge the ensuing costs to the Client on the basis of its standard rates.

- 4.4 If and in so far as Tipidocs suffers direct and/or indirect damage because the Client has provided incorrect and/or incomplete data, the Client will be obliged to fully compensate Tipidocs for that damage.

**Article 5 Advice**

- 5.1 Tipidocs will do its utmost to achieve the intended results with its advice and other information, but does not guarantee these results in any way. All advice and other information provided by Tipidocs are therefore entirely without obligation and are provided by Tipidocs as non-binding information.
- 5.2 The advice and information provided by Tipidocs are intended exclusively for the Client. Third parties cannot derive any rights from this advice.
- 5.3 Unless Tipidocs gives its prior written consent, the Client will not be permitted to disclose the content of advice and other information provided by Tipidocs or make it available to third parties in any other way.

**Article 6 Performance of the Agreement and defects**

- 6.1 To determine its intended use of the Services, the Client has ascertained the feasibility of its objectives, the suitability of its systems and the restrictions attached to the Services. Tipidocs accepts no liability relating to the selection or suitability of the Services to be provided to the Client.
- 6.2 The performance of the Agreement by Tipidocs involves a best-efforts obligation. Tipidocs will endeavour to perform the Agreement to the best of its knowledge and ability and with due observance of the care of a good contractor, but will be neither responsible nor liable for any failure to achieve a result expected by the Client.
- 6.3 Unless otherwise agreed in writing, to the extent the Services relate to SaaS Services, such Services will be provided "as is".
- 6.4 Tipidocs will be entitled to determine the version policy regarding the Services. The Client agrees in advance to the use of a new version or versions of the Services. Tipidocs will not be obliged to maintain or reverse any change in an earlier or later version of the Services for the benefit of the Client.
- 6.5 Tipidocs will not be responsible for the use and availability of an appropriate and/or properly functioning web browser and/or internet connection for the use of the Services. The absence of an appropriate and/or properly functioning web browser and/or internet connection, as a result of which the Services cannot be used by the Client or cannot be used properly, will be at the expense of the Client.
- 6.6 The Client will be solely responsible for and bears the risk of the use of the Services and the complete and correct entry, modification and/or deletion of data in the Services. The Client indemnifies Tipidocs against third-party claims arising from or related to the entry, modification and/or deletion of data in the Services.
- 6.7 Tipidocs will neither be responsible nor liable for the damage or loss of Client's data, nor is Tipidocs obliged to back up Client's data.
- 6.8 The Client will not be entitled to use the Services provided by Tipidocs in violation of the Agreement, these General Conditions, statutory provisions and/or for the following purposes:
- a) acting in violation of the intellectual property rights of Tipidocs and/or third parties;
  - b) entering data and/or posting content in the Services in violation of the Agreement, these General Conditions, statutory provisions or the rights of Tipidocs and/or third parties;
  - c) unauthorised accessing (hacking) of computers, software and/or internet or other applications of Tipidocs and/or third parties;
  - d) spreading viruses, spyware, malware, time bombs, worms, Trojan horses and/or other programs and/or codes intended to unlawfully access, edit, delete, damage and/or render inaccessible data of Tipidocs or third parties;
  - e) any other purpose that adversely impacts the Services.
- 6.9 If the Client acts in violation of the Agreement, these General Conditions and more specifically the provisions in Article 6.8, Tipidocs will be entitled to deny the Client access to or the use of the Services or to remove any data entered and/or content posted by the Client. In that case, Tipidocs will not be obliged to compensate any damage suffered by the Client.
- 6.10 Tipidocs vouches for the soundness of the Services provided in accordance with what the Client may reasonably expect on the basis of the Agreement, but gives no guarantee in this respect. Should defects occur in the Services provided by Tipidocs, it will repair these defects (or have them repaired) with due observance of the provisions of this article, or redeliver the Service, or apply a reasonable price reduction, at the sole discretion of Tipidocs.
- 6.11 Tipidocs aims for an availability of the SaaS services (up time) of 99%. As an exception to the above, Tipidocs will have the right to deactivate or restrict the use of the SaaS services (temporarily) in so far as necessary – in the opinion of Tipidocs – for maintenance, adjustments and/or improvements to the Services. Tipidocs will endeavour to have such an outage take place as far as possible outside office hours and will inform the Client in a timely manner about such an outage. If – in the opinion of Tipidocs – such an outage is of such urgency that it cannot be postponed due to security risks, Tipidocs will be

entitled to have the outage take place during office hours. In that case, Tipidocs will not be obliged to inform Client prior to the outage.

- 6.12 In the case of a defect in the Services provided, the Client will report this defect to Tipidocs without delay, failing which any claim against Tipidocs will lapse.
- 6.13 In the event of a failure and/or an incident relating to the Services provided, Tipidocs will endeavour to remedy the failure or incident as soon as possible. In this context, Tipidocs will be entitled to implement temporary solutions, workarounds and/or problem-avoiding restrictions in the Services. The Client will provide all cooperation to Tipidocs in order to resolve the failure or incident and will provide Tipidocs with all relevant information regarding the failure or incident upon first request.
- 6.14 Upon discovery of a defect in the Services provided by Tipidocs, the Client will be obliged to do all that will prevent and/or limit damage.
- 6.15 Any complaints will not suspend the Client's payment obligation.
- 6.16 In the event of termination of the Agreement, Tipidocs will provide reasonable cooperation at a fee to be determined by Tipidocs for migration to a successor service provider.

#### Article 7 **Force majeure**

- 7.1 If Tipidocs is prevented from performing the Agreement because of *force majeure*, it will be entitled to suspend the performance of the Agreement for as long as the *force majeure* situation persists. In that case, the Client may not claim compensation, costs or interest.
- 7.2 *Force majeure* will include: extreme weather conditions, fire, flooding, accidents, illness or strikes of staff, epidemic or pandemic and the government measures taken in this context, business interruption, power failure, non-availability of internet, servers and/or websites, cyber terrorism or other type of cyber attacks, security incidents, corruption or loss of data, whether intentional or not, disruptive statutory provisions, failure or delay in delivery of items or services procured by Tipidocs from third parties and other circumstances beyond the control of Tipidocs.
- 7.3 If a *force majeure* situation occurs, Tipidocs will be entitled to dissolve the part of the Agreement that cannot be performed by giving written notice. If the *force majeure* situation continues for longer than six (6) weeks, the Client will also be entitled to dissolve the part of the Agreement that cannot be performed by giving written notice.
- 7.4 If Tipidocs has fulfilled part of its obligations when the *force majeure* situation occurs, or can only fulfil part of its obligations, it will be entitled to invoice the fulfilled part or the part that can still be fulfilled separately. The Client will be obliged to pay this invoice as if it concerned a separate Agreement.

#### Article 8 **Cancellation and term of the Agreement**

- 8.1 The Client may not cancel an assignment once it has been given. If the Client nevertheless cancels all or part of a given assignment, it will be obliged to compensate Tipidocs for that amount it would have been obliged to pay if Tipidocs had carried out the Agreement in full.
- 8.2 The Agreement will be entered into for the period as mentioned in the Agreement. Unless otherwise agreed in writing, after the expiry of the initial term and in the absence of any notice of termination in accordance with Article 8.3, the Agreement will be tacitly renewed for a term of one (1) year in each case.
- 8.3 Unless otherwise agreed in writing, the Client may only terminate the Agreement by the end of the contract period in question. Apart from the provisions of this article, the Client will not be entitled to terminate the Agreement prematurely. Tipidocs will be authorised at all times to terminate the Agreement with due observance of a notice period of six (6) months.
- 8.4 Tipidocs will be entitled to terminate the Agreement with immediate effect and without further notice of default being required, in any of the following situations:
- a) the Client is declared bankrupt or an application for such is filed;
  - b) the Client is granted a suspension of payment or a petition to that effect is filed;
  - c) the statutory debt restructuring scheme (WSNP) is declared applicable to the Client or when a petition to that effect is filed;
  - d) a pre-judgment or post-judgment attachment is levied against the Client;
  - e) a change takes place in the Client's controlling interest;
  - f) the Client is dissolved and/or liquidated;
  - g) the Client ceases all or part of its business operations;
  - h) the Client acts in breach of Article 6.8 of these General Conditions;
  - i) the Client fails to fulfil one or more obligations under the Agreement and, even after having been served with a written notice of default, fails to fulfil its obligations within fourteen (14) days.
- If one of these situations occurs, the Client must inform Tipidocs of that fact immediately.
- 8.5 In the case of termination of the Agreement by Tipidocs in accordance with this article, Tipidocs will not owe the Client any compensation.

- 8.6 In the event of dissolution of the Agreement by the Client, there will be no reversal of the work undertaken by Tipidocs and the related payment obligations of the Client, unless the Client proves that Tipidocs is in default with respect to this work. The amounts invoiced by Tipidocs in this regard prior to dissolution will remain due and will become immediately payable at the time of dissolution. In so far as Tipidocs has not or not yet invoiced to the Client the work already undertaken, Tipidocs will be entitled to invoice it as yet and require payment thereof. The amounts will become immediately due and payable by the Client.

#### Article 9 **Prices**

- 9.1 Unless otherwise agreed in writing, all prices quoted by or agreed with Tipidocs will be exclusive of VAT and other government-imposed levies.
- 9.2 The prices quoted by or agreed with Tipidocs are based on provision of the Services during Office Hours (Monday to Friday between 8 a.m. and 5 p.m. CET). If the Services are performed at a different time at the request of the Client, Tipidocs will be entitled to charge an additional fee for such.
- 9.3 If Tipidocs undertakes additional Services that are not part of the Agreement and the parties have not agreed a fee for these additional Services, Tipidocs will be entitled to charge a reasonable fee for these additional Services based on the rates applicable at that time.
- 9.4 Price indications, estimates, budgets and/or pre-calculations provided by Tipidocs are indicative only. No rights can be derived from such by the Client. Tipidocs will be obliged to inform the Client about an overrun of a price indication, estimate, budget or pre-calculation only if this has been agreed in advance in writing between the parties.
- 9.5 Tipidocs will be entitled to index its prices annually. The indexed prices will automatically apply to Agreements already concluded between Tipidocs and the Client.
- 9.6 If, after the offer of Tipidocs and/or the conclusion of the Agreement with Tipidocs, a change occurs in cost price determining factors, including taxes, excise duties, wages, prices of goods and/or services, whether or not obtained by Tipidocs from third parties, Tipidocs will be entitled to adjust the prices accordingly.

#### Article 10 **Payment**

- 10.1 Unless otherwise agreed in writing, invoices of Tipidocs must be paid within (30) days of the invoice date and exclusively in the manner indicated on the invoice.
- 10.2 Tipidocs may always request full or partial advance payment and/or obtain security for payment in some other way.
- 10.3 If payment is not received on time, the Client will be in default without any notice being required. In that case, the Client will owe statutory commercial interest on the invoice amount calculated from the due date of the invoice until the day of payment and without prejudice to Tipidocs' right to claim compensation for its full damage.
- 10.4 The entire invoice amount will be immediately due and payable in full in the event of failure to pay an agreed instalment on the due date, as well as if one of the following situations occurs:
- the Client is declared bankrupt or an application for such is filed;
  - the Client is granted a suspension of payment or a petition to that effect is filed;
  - the statutory debt restructuring scheme (WSNP) is declared applicable to the Client or when a petition to that effect is filed;
  - a pre-judgment or post-judgment attachment is levied against the Client.
- If one of these situations occurs, the Client must inform Tipidocs of that fact immediately.
- 10.5 The Client's payments will first be used to pay any outstanding costs, and then to pay the interest due, and finally the longest outstanding invoices, even if the Client stipulates the payment is for a more recent invoice.
- 10.6 Comments and/or complaints about invoices, bills and/or declarations should be communicated to Tipidocs in writing within fourteen (14) days of receipt of the relevant invoice, bill or declaration, failing which the invoice, bill or declaration will be considered to have been accepted by the Client. Comments and/or complaints about invoices will not suspend the Client's payment obligations.
- 10.7 The Client waives any right to suspension and/or settlement. Tipidocs will at all times be entitled to settle all debts owed to the Client against debts owed by the Client to Tipidocs, whether or not payable.

#### Article 11 **Liability and indemnity**

- 11.1 Except as provided in Article 6 of these General Conditions, the Client will have no claims against Tipidocs for defects in or in relation to the Services provided by Tipidocs and/or the use of those Services by the Client. Tipidocs will not be liable for direct and/or indirect damage, including property damage, non-material damage, lost income, business interruption loss, reputational damage and any other form of consequential damage, whatever its cause, unless Tipidocs acts with intent or wilful recklessness.

- 11.2 Tipidocs will also not be liable in the above sense for acts of its employees and/or other persons falling within its sphere of risk, including intent or gross negligence, on the part of these persons.
- 11.3 The Client will indemnify Tipidocs, its employees and its auxiliary persons engaged for the performance of this Agreement against any claim by third parties in connection with Tipidocs' performance of the Agreement, regardless of the cause, as well as against the resulting costs incurred by Tipidocs.
- 11.4 In all cases where Tipidocs is obliged to pay compensation, such compensation will never exceed the invoice value of the Services provided by Tipidocs, through which or in connection with which the damage was caused, during six (6) months prior to the damaging event. Moreover, if the damage is covered by Tipidocs' business liability insurance, the compensation will never exceed the amount actually paid out by Tipidocs' insurer in the case in question.
- 11.5 The Client should report any damages incurred to Tipidocs in writing as soon as possible, but in any case within thirty (30) days of their occurrence, failing which any right to compensation will lapse.
- 11.6 Unless Tipidocs has accepted the claim, all claims against Tipidocs will lapse twelve (12) months after the claim arises.
- 11.7 The Client will indemnify Tipidocs, its employees and its auxiliary persons engaged for the performance of this Agreement against any claim from third parties, including employees of Tipidocs and auxiliary persons engaged, who in connection with the performance of the Agreement suffer damage as a result of the actions or omissions of the Client and/or the inaccuracy or incompleteness of data or information provided by or on behalf of the Client.

#### Article 12 **Intellectual Property**

- 12.1 All intellectual property rights, including but not limited to, copyrights, trademark rights, database rights, portrait rights, domain name rights, trade name rights and other intellectual property rights ("**Intellectual Property Rights**") in relation to the Services provided by Tipidocs, the design, source code, preparatory material and designations thereof, and in relation to anything Tipidocs develops, designs, manufactures or provides, will belong to and be held exclusively by Tipidocs or its supplier. This does not include intellectual property rights owned or developed by the Client.
- 12.2 With respect to the Services and the Intellectual Property Rights vested in the Services, the Client will receive only a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use, limited to what is necessary to use the Services and their results during the term of the Agreement for the agreed purpose, and exclusively for itself. Unless otherwise agreed in writing, the Client will not be permitted to reproduce, convert or otherwise process the Services or parts thereof and their content and results, nor to disclose them, make them available for inspection or otherwise make them available to a third party.
- 12.3 To the extent that the Intellectual Property Rights do not already belong to Tipidocs on the basis of the law, the Client hereby transfers and delivers all Intellectual Property Rights to Tipidocs, whether in advance or not, for no consideration, or (if a transfer in advance is not legally possible) the Client will transfer and deliver to Tipidocs all rights immediately after they arise, for no consideration. The Client will provide Tipidocs with all requested cooperation and hereby grants Tipidocs an irrevocable and unconditional power of attorney to fulfil all formalities necessary to have the Intellectual Property Rights registered on Tipidocs' behalf, including but not limited to the signing of all forms, deeds and agreements, without Tipidocs incurring any costs in connection with such.
- 12.4 In so far as Intellectual Property Rights may be obtained by filing or registration, Tipidocs will be exclusively authorised for that purpose.
- 12.5 If a dispute relating to Intellectual Property Rights arises between Tipidocs and the Client, Tipidocs will be considered to be the entitled party unless the Client can produce evidence to the contrary.
- 12.6 The Client will not be permitted to remove or modify any indication regarding the Intellectual Property Rights belonging to Tipidocs from the Services or their results.
- 12.7 Tipidocs will be permitted to use the Services or their results and all that Tipidocs develops, designs, manufactures or provides in connection with such, for the benefit of its own promotional and/or marketing activities.

#### Article 13 **Protection of personal data**

- 13.1 When collecting and processing or further processing personal data from or on behalf of the Client within the framework of the Agreement, Tipidocs will comply with its obligations arising from the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, from its entry into force, the ePrivacy Regulation and all related legislation and take appropriate protective measures.
- 13.2 If Tipidocs believes it must be considered the processor within the meaning of the GDPR, the Client must, immediately at Tipidocs' request and in addition to the provisions of this article, enter into and sign a written processing agreement with Tipidocs, in accordance with the model to be provided by Tipidocs.

- 13.3 The Client will indemnify Tipidocs against all claims by third parties (including in any case data subjects and governmental bodies), financial or other governmental sanctions and costs (including costs for legal assistance), resulting from or related to a violation by the Client of any statutory regulation regarding the processing of personal data.

**Article 14 Applicable law and competent court**

- 14.1 These General Conditions, as well as all Agreements entered into and to be entered into between Tipidocs and the Client, will be governed by Dutch law.
- 14.2 All disputes between Tipidocs and the Client will be submitted exclusively to the competent court of the District Court of Limburg, location Maastricht. In deviation from this provision, Tipidocs will also be entitled at all times to submit a dispute to the competent court in the place where the Client has its registered office or its actual place of business.

**Article 15 Final provisions**

- 15.1 The nullity or voidability of any provision of these General Conditions or of any provision of an Agreement to which these General Conditions apply will not affect the validity of the remaining provisions. Tipidocs and the Client will be obliged to replace any nullified or voided provisions with valid provisions whose meaning is as similar as possible to that of the nullified or voided provisions.
- 15.2 In the event of contradiction between provisions in the Agreement and provisions in these General Conditions, the provisions in the Agreement will prevail.

Tipidocs BV, October 2023 version