

General Terms and Conditions Chainbalance B.V. (Version V10-2023)

Good cooperation and a sustainable relationship with our customers is an important value for Chainbalance. In these terms we have made every effort to describe the agreements and expectations back and forth as clearly as possible.

However, if you have any questions regarding these conditions, do not hesitate to contact us.

General provisions

1. Definitions

- 1.1. Additional Services: includes the services as described in Clause 20.
- 1.2. Agreement: the agreement between Chainbalance and Customer regarding the provision of Services by Chainbalance
- 1.3. Baseline Workload: the agreed hours per month available for Customer to use Chainbalance's support desk
- 1.4. Chainbalance: Chainbalance B.V. registered with the Chamber of Commerce under number 30205205, whose registered office is at Graaf Engelbertlaan 75, 4837 DS Breda, The Netherlands
- 1.5. Customer: Chainbalance's contracting party as stated in the Agreement
- 1.6. GT&C: these General Terms and Conditions
- 1.7. Software as a Service: usage of Smart Supply and support as described in the Agreement, SLA, and GT&C
- 1.8. Pilot or Pilot Services: implementation of Smart Supply and a subsequent trial period
- 1.9. Service Level Agreement or SLA: description of the level of support, including response and resolution times
- 1.10. Services: Additional Services, Software as a Service or Pilot Services
- 1.11. Smart Supply: the Software as a Service solution (base model) supporting the automation and optimization of Customer's merchandise management
- 1.12. Smart Supply Additional Modules: extra functionality to Smart Supply base model
- 1.13. Working days: Dutch working days, meaning monday to friday during business hours 08:30 – 16:30 (CET) excluding official Dutch holidays

2. Applicability terms

- 2.1. These GT&C apply to all offers from and Agreements with Chainbalance regarding service provision by Chainbalance. Unless explicitly agreed, applicability of any other (purchase) condition(s) is rejected.
- 2.2. Deviations from and additions to these GT&C are only valid when they have been agreed upon in writing between Customer and Chainbalance.
- 2.3. In the event of any conflict between the terms of the Agreement and the terms of these GT&C, the terms of the Agreement shall prevail, but only to the extent necessary to resolve such conflict.
- 2.4. If one of the provisions in these GT&C proves to be invalid or void, Chainbalance and Customer will work together to find an acceptable solution for both parties. Other provisions of these GT&C will remain in full force and effect.

3. Term and cancellation of the Agreement

- 3.1. The Agreement starts with a Pilot, as described in Clause 15. The term of the Pilot will be determined in the Agreement and cannot be terminated prematurely except as provided in this GT&C. If the Pilot term is extended due to Customer's delay, the Pilot fee will remain due until the Pilot is completed.

- 3.2. The (initial term of the) Software as a Service starts immediately following the Pilot, unless Customer informs Chainbalance in writing no later than the final day of the Pilot term, of its wish not to continue the use of Smart Supply. If Customer does not inform Chainbalance as mentioned above, the Software as a Service is considered to be contracted and the applicable payments are due in full.
- 3.3. The initial term of the Software as a Service runs until December 31st of the year following the year the Pilot was completed. After that initial term, the Software as a Service will be tacitly renewed annually as of January 1st, unless one of the parties terminates the Agreement in writing with due observance of a notice period of six (6) months.

4. Termination of the Agreement

- 4.1. Either party is entitled to terminate the Agreement due to an attributable failure in the performance of an essential obligation of the Agreement after a written notice of default that is as detailed as possible and stating a reasonable period to remedy the failure.
- 4.2. If, at the time of termination, Customer has already received Services in the performance of the Agreement, these Services and the associated payment obligations shall not be undone. Amounts invoiced by Chainbalance prior to such termination regarding Services already properly performed or delivered shall remain payable in full and become immediately due upon termination.
- 4.3. Without prejudice to their statutory rights, the parties may suspend the performance of their obligations or terminate the Agreement, in whole or in part, without notice of default being required, with immediate effect and without being liable for any reimbursement or compensation, if (i) a suspension of payments, provisional or otherwise, is applied for or granted in respect of the other party; (ii) the other party petitions for insolvency or is declared insolvent; or (iii) the other party is liquidated or dissolved other than for restructuring or a merger of companies. Chainbalance is never obliged to repay any amount already received or pay any amount in compensation due to termination as referred to in this paragraph.

5. Termination follow-up

On termination of the Agreement for any reason:

- ✓ all use of and access to the Services granted under the Agreement shall immediately terminate;
- ✓ Chainbalance may destroy or otherwise dispose of any of the Customer data in its possession unless Customer submits within 30 calendar days after the effective date of the termination a written request for the return of the Customer data.

6. Prices and payment

- 6.1. All prices quoted by Chainbalance are in euros (EUR) and exclusive of turnover tax (VAT) or other levies imposed by any authority. If under any applicable law of non-Dutch jurisdiction Customer is required to withhold any tax on payments to Chainbalance, then the amount of the payment due will be automatically increased to include such tax.
- 6.2. Unless otherwise agreed in writing, an estimate or budget provided by Chainbalance is to be considered an indication of costs and not a fixed price.
- 6.3. Invoices are due for payment within thirty (30) calendar days of the date of the invoice.
- 6.4. Chainbalance is entitled to change the agreed rates once (1) a year, as of January 1st, in accordance with the CBS Price Index "Dienstenprijsindex (DPI) - 2015=100". Other price changes will be communicated with Customer no later than two months prior to the renewal term.
- 6.5. If Customer fails to pay the amount due after a notice of default has been issued, Chainbalance shall be entitled to refer the debt for collection. In such case Customer must pay all judicial and extrajudicial costs, including all costs charged by external experts, without prejudice to other legal and contractual rights Chainbalance may have.

- 6.6. If Chainbalance has not received payment within sixty (60) calendar days after the due date, and without prejudice to any other rights and remedies Chainbalance may, without liability to Customer, disable Customer's password, account and access to all or part of the Services and Chainbalance shall be under no obligation to provide or continue any or all of the Services while the invoice(s) concerned remain unpaid.

7. Cooperation and provision of information

- 7.1. Customer and Chainbalance make every effort to support each other in order to enable a proper performance of the Agreement. This includes parties to provide all information and resources reasonably required by the other party in a timely manner and for Customer to make timely decisions if so requested by Chainbalance.
- 7.2. Chainbalance:
- will perform the Agreement in a professional manner;
 - shall make reasonable efforts to comply to the greatest extent possible with the delivery periods and/or dates;
 - shall comply with all applicable laws and regulations with respect to its activities under this Agreement.
- 7.3. Customer:
- will solely use the Services for its own internal organization and only for the purpose determined by Chainbalance;
 - may not allow third parties to make use of the Services;
 - shall comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - guarantees that if Customer makes software, equipment or other resources available or accessible to Chainbalance, all relevant and necessary licenses or approvals shall be obtained and Customer indemnifies Chainbalance against any claim in that regard;
 - will ensure that its network connections and systems comply with the relevant specifications provided by Chainbalance from time to time;
 - will ensure that the Services and the documentation are used in accordance with the terms and conditions of the Agreement and/or these GT&C;
 - is responsible for appropriately instructing users, creating new accounts and the authorization protocol.

8. Confidentiality

- 8.1. Both Customer as Chainbalance may be given access to confidential information from the other party in order to perform its obligations under the Agreement. Information is considered confidential if this has been stated as such by the providing party or if this is inherent in the nature of the confidential information. Confidential Information includes, but is not limited to, the details of the Services, results of any performance tests and personal data.
- 8.2. Confidential Information shall not be deemed to include information that:
- is or becomes publicly known other than through any act or omission of the receiving party;
 - was in the other party's lawful possession before the disclosure;
 - is lawfully disclosed to the receiving party by a third party without violating any confidentiality provision;
 - is independently developed by the receiving party, evidenced by written documents; or
 - is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 8.3. Unless required by law, both Customer and Chainbalance shall hold the other party's confidential information in confidence and not make the confidential information received from the other party available to any third party or use it for any purpose other than the performance of the Agreement. Both parties may share confidential information with their own employees and subcontractors with a need to know in the context of the Agreement, provided that they are bound by similar confidentiality provisions.

8.4. Each party shall take all reasonable steps to ensure that the confidential information received from or given access to by the other party is not disclosed or distributed by its employees or agents in violation of the terms of these GT&C or any separate non-disclosure agreement concluded between the parties.

8.5. This clause (Confidentiality) shall survive termination of the Agreement, however arising, for a period of one (1) year.

9. Security

9.1. Chainbalance does not guarantee that the security measures regarding the Services are effective under all circumstances. The security provided shall meet a standard that is not unreasonable in terms of the current state of the relevant technical standards, the sensitivity of the information and the costs associated with the security measures taken.

9.2. The access or identification codes and certificates provided by Chainbalance to Customer are confidential and may only be revealed to authorized personnel in Customer's own organization. Chainbalance is entitled to change the access or identification codes and certificates if it deems it necessary.

9.3. Customer is responsible for adequately securing its systems and infrastructure relating to the Services.

10. Privacy and data processing

10.1. Customer shall own all rights, title, and interest in and to all of Customer data and shall have sole responsibility for the lawfulness, reliability, integrity, accuracy, and quality of the Customer data. Customer guarantees that the use or processing of Customer data by Chainbalance is not unlawful and does not infringe any third-party rights and indemnifies Chainbalance against any claim in this regard.

10.2. Although Chainbalance's Services are not primarily aimed at processing personal data, performing the Agreement may involve the processing of personal data on Customer's behalf. If so, this processing shall be in accordance with the General Data Protection Regulation (GDPR) and any other applicable data protection regulations.

10.3. If, in the context of the Services, it is required to conclude a data processing agreement, Chainbalance will provide its standard data processing agreement (DPA) describing the rights and obligations of Chainbalance as data processor and Customer as controller and aligned with the Chainbalance way of working.

11. Intellectual property

11.1. Customer acknowledges and agrees that Chainbalance owns all intellectual property rights in the Services (including related documentation and preparatory or resulting materials developed or made available to Customer). Except as expressly stated in the Agreement, Chainbalance does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the (results of the) Services. Any right accorded to Customer under the Agreement is non-exclusive and may not be transferred, pledged, or sublicensed.

11.2. All title to and rights in Service deliverables are vested exclusively in Chainbalance, whether or not such Service deliverables were made upon direction or in cooperation with Customer, including developments exclusively made on behalf of Customer.

11.3. Chainbalance confirms that it is entitled to grant the rights to the Customer as agreed in the Agreement. When it has established in court that the (results of the) Services or related documents or materials infringe a European intellectual property right of a third-party, Chainbalance shall - at its sole discretion - either (i) change the Service or related materials to the extent that it does no longer infringe such third-party rights or (ii) provide a different Service with similar functionality that does not infringe such third-party rights or (iii) refund any pre-paid amounts relating to the infringing Services. Any further liability of Chainbalance with respect to infringement of third-party rights is excluded.

12. Liability

- 12.1. Chainbalance's total liability due to an attributable failure by Chainbalance (including a third party for whom Chainbalance is liable by law) in the performance of the Agreement or on any legal basis whatsoever (including warranty and indemnification obligations) is limited to compensation for direct loss up to a maximum of 50% of the total amount of the payments (excluding VAT) received by Chainbalance under the relevant Agreement over the last twelve (12) months preceding the occurrence of the damage. Chainbalance's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than € 100,000 (hundred thousand euros).
- 12.2. Chainbalance's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of Customer's customers, loss arising from the use of items, materials or software of third parties prescribed by Customer and damage due to corruption or loss of data is excluded.
- 12.3. The limitations of liability in this clause do not apply if Customer's damage is caused by intent or gross negligence by Chainbalance.
- 12.4. For there to be any right to compensation, Customer must always report the damage to Chainbalance in writing as soon as possible after it has occurred, but no later than two (2) months after the damage occurred.

13. Force Majeure

- 13.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure, meaning any acts, events, omissions, or accidents beyond its reasonable control. In this context force majeure includes, but is not limited to: power outages, failure of internet or other telecommunication connections and networks, power supply failures, government measures, computer viruses or hacks as well as any other circumstances beyond the parties control.
- 13.2. If the period of force majeure continues for more than two (2) months or it may be assumed with reasonable certainty that it will continue for more than two (2) months, either party may terminate the Agreement without being liable to the other party for any resulting damage.

14. Applicable law and competent court

- 14.1. If a dispute arises from an Agreement governed by these GT&C, parties shall try to resolve it in a reasonable and amical manner. If mutual consultation does not lead to an acceptable solution the dispute will be resolved by means of arbitration in accordance with the Arbitration Regulations of SGOA (Stichting Geschillenoplossing Automatisering, or 'foundation for the resolution of ICT disputes'), with its registered office in The Hague. This provision does not affect the right of each party to request summary arbitral proceedings, without prejudice to the right of each party to take precautionary legal measures. Arbitration will take place in Breda, the Netherlands.
- 14.2. Any Agreement concluded between Chainbalance and Customer is exclusively governed by Dutch law, excluding any conflict of law provisions.

Pilot Services

15. Pilot Services

- 15.1. The purpose of the Pilot is to enable Customer to assess whether Smart Supply is able to support Customer's merchandise management in an adequate manner.
- 15.2. The Pilot starts with the implementation, where Chainbalance strives for optimal usage and adaptation to the Customer's business requirements for a selection of stores and articles, provided that Customer makes sufficient resources and business information available to include these business requirements in the Pilot.

- 15.3. After the implementation, Customer will be able to experience a customer configured Smart Supply solution during the trial period as defined in the Agreement.
- 15.4. Unless a fixed fee is agreed, during the implementation and trial period, Customer is obliged to pay Chainbalance the monthly Pilot fee.
- 15.5. After Customer has decided to continue using Smart Supply, as referred to in Clause 3.2, the Software as a Service automatically follows the Pilot.

Software as a Service

16. Service level obligations

- 16.1. During the Software as a Service and subject to the Agreement, the Service Level Agreement, and these GT&C, Chainbalance will (continue to) make Smart Supply available to Customer and Customer may expand the scope of use of Smart Supply with additional articles and stores through its super users.
- 16.2. Customer must be aware that the Software as a Service is a supporting tool in optimizing merchandise management and acknowledges and agrees that Customer always remains responsible for conclusions and decisions that are made based on using (the output of) the Software as a Service. Chainbalance shall have no liability for any damage caused by errors or omissions in information, instructions or scripts provided or used by Customer connection to the Services.
- 16.3. Chainbalance shall use commercially reasonable efforts to make the Software as a Service available except for maintenance, provided that Chainbalance has used reasonable effort to give the Client at least 2 normal Working days' notice in advance.
- 16.4. The availability of the Software as a Service shall always be measured such that unavailability due to maintenance or other forms of service and circumstances beyond Chainbalance's control are not taken into account.
- 16.5. Chainbalance does not guarantee that Smart Supply is free of errors and functions without interruption but shall fix errors in Smart Supply within a reasonable term during the regular service window, if and insofar as Customer has provided a detailed, written description of the error occurred to Chainbalance and provided that the error is reproducible. Error in the context of these GT&C means a substantial failure of the Hosted Solutions to meet the specifications as described in the solution manual on the portal. Chainbalance is entitled to install temporary solutions, program bypasses or problem-avoiding limitations if it deems it necessary. Support requests from Customer, not being a request to fix an error, will be handled as a change request in accordance with Clause 20.2.
- 16.6. If it appears that an error was caused by misuse or otherwise arose as a result of breach with the Agreement, SLA or these GT&C by or on behalf of the Customer, Chainbalance may charge Customer the hours spend for fixing this error.
- 16.7. Chainbalance will use reasonable efforts (but does not guarantee) that Smart Supply shall be adapted to changes in relevant legislation and regulations on time.

17. Additional Modules

Customer may purchase Additional Modules. If Customer wishes to purchase and use Additional Modules, parties will agree on supplement (financial) conditions.

18. Updates and roadmap

- 18.1. Chainbalance may on its discretion adjust the functionality of Smart Supply or any Additional Module and make this available via an updated version. In case of major changes, Chainbalance will inform Customer in advance.
- 18.2. Customer may recommend adapting or supplementing the functionality of Smart Supply. Chainbalance is not obliged to follow these recommendations. However, if Chainbalance proceeds developing additional or modified functionality, the

rights thereto will always rest with Chainbalance, even if the development was based on or initiated by the recommendation of Customer.

19. Customer restrictions and obligations

- 19.1. Customer shall always inform Chainbalance about any circumstances that affect or that could affect the service level and availability of the Software as a Service without delay.
- 19.2. Customer shall identify and list the risks to its organization and take additional measures if necessary to prevent and limit the effects of malfunctions or defects in Smart Supply, corruption or loss of data or other incidents. Chainbalance will provide Customer on Its written request with the supporting information to enable this risk assessment.
- 19.3. Unless explicitly agreed in writing, Customer will not:
- ✓ (attempt to) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Smart Supply, any Additional Modules, or related materials (as applicable) in any form or media or by any means (together referred to as "Smart Supply Materials"); or
 - ✓ (attempt to) reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Smart Supply Materials; or
 - ✓ access all or any part of the Smart Supply Materials in order to build a product or service which competes with the Smart Supply Materials; or
 - ✓ use the Smart Supply Materials to provide services to third parties; or
 - ✓ license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise (commercially) exploit, or otherwise make the Smart Supply Materials available to any third party.

Additional Services

20. Additional Services

- 20.1. Customer may, from time to time, purchase Additional Services. Additional Services may include:
- ✓ Change requests.
 - ✓ Additional Services due to Customer's failure to comply with its obligations (including any delay resulting from Customer's failure to provide information or resources or take timely decisions).
 - ✓ Extra support hours, including training, exceeding the maximum Baseline Workload per month, as stated in the Agreement. The Baseline Workload is non-transferrable to the next month.
 - ✓ Advice and consultancy.
- These Additional Services shall be performed on Working days, during business hours and will be invoiced at the agreed rates.
- 20.2. If Customer initiates a change request, it must be in writing and contain sufficient information in order to give the Customer Success Manager of Chainbalance the opportunity to assess the change request. Each change request must contain at least the following information:
- (i) a description of the desired change,
 - (ii) the meaning and purpose of the desired change,
 - (iii) the special circumstances and background which are to be considered regarding the desired change, and
 - (iv) the urgency of the desired change.
- If Customer issues a change request, Chainbalance shall reply with a solution proposal (if there is one) including an estimate of the required effort based on the agreed rates;
- 20.3. Additional Services are provided to Customer on a best effort basis, unless explicitly agreed otherwise.