



SmartTrackers

General Terms and conditions

Version 1 januari 2026

1. DEFINITIONS

1.1. Definitions used in these general terms and conditions have the meaning assigned to them in the Agreement or as described below:

- A. **General Terms and Conditions:** these general terms and conditions for the use and supply of the Services.
- B. **Data Act:** Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and fair use of data (and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828). The Data Act shall be interpreted and supplemented by the technical regulatory and implementing standards formally established by the European Commission.
- C. **Services:** the services provided by SmartTrackers to Customer as described in the Agreement.
- D. **End User:** a natural person who uses, under the responsibility of the Customer, and can log in as a user to the Customer's Software environment.
- E. **Customer:** the party that purchases the Services based on the Agreement.
- F. **Agreement:** the order confirmation, confirmation email, agreement, addendum or a similar legally binding document on the basis of which Customer and SmartTrackers agree on the supply of the Services.
- G. **Party/Parties:** SmartTrackers and Customer individually as a Party or collectively as Parties.
- H. **Software:** the Service consisting of software functionality made available and maintained 'remotely' via the internet or another data network to the Customer on a Software as a Service basis.
- I. **SmartTrackers:** the legal entity that is part of Norvato and provides the Services as further specified in the Agreement.
- J. **Norvato:** Norvato B.V. and all its direct and indirect subsidiaries.

2. APPLICABILITY

2.1. These General Terms and Conditions apply to all offers and agreements, including the Agreement, where Services are supplied by SmartTrackers to Customer.

2.2. SmartTrackers is entitled to amend these General Terms and Conditions during the term of the Agreement

following prior written notice to Customer, observing a period of at least 30 days before commencement. The Customer has the right to object to the amendments with SmartTrackers during that period. If no use is made of the possibility to object, the amended General Terms and Conditions shall automatically enter into force after this objection period.

2.3. If any provision of the General Terms and Conditions is null and void or is annulled, the remaining provisions of the General Terms and Conditions shall remain in full force and effect. In that case, SmartTrackers will inform the Customer of a new provision to replace the void or annulled provisions, taking into account as much as possible the purpose and intent of the void or annulled provisions.

2.4. Oral communications, promises, offers or agreements explicitly have no legal force unless confirmed in writing by SmartTrackers.

3. FORMATION AND EXECUTION OF THE AGREEMENT

3.1. An Agreement between Supplier and Customer is formed at the moment the Customer has (digitally) accepted a quotation or order confirmation issued by SmartTrackers, or by fully completing an online ordering process and confirmation of the order by SmartTrackers. The application of Article 227b paragraph 1 and 227c of Book 6 of the Dutch Civil Code is excluded.

3.2. SmartTrackers will endeavour to perform the Services as a good contractor and with care in accordance with the provisions of the Agreement and the General Terms and Conditions. The Services are performed based on a best-efforts obligation unless explicitly agreed otherwise.

3.3. Customer will provide the information and cooperation deemed reasonably necessary for SmartTrackers for the execution of the Agreement in a timely manner. Customer warrants that the information provided by it is accurate and complete. If the information and/or cooperation deemed necessary for the execution is not provided in a timely, accurate or complete manner, SmartTrackers is entitled to suspend the execution of its obligations or charge the resulting additional work to Customer at the then-current rate.

3.4. Customer is responsible for the management and proper use of the supplied Services, including checking settings, the use of the Services supplied by SmartTrackers and the way results of the Services are deployed. Customer is also responsible for instructions to and use by End Users. Management also includes:

- A. Customer can assign accounts to employees and assistants ("Users") via the Web Application. Customer is responsible for the usernames, passwords, tokens and other codes intended solely for access to the Web Application ("Login Credentials") and must handle these data carefully.
- B. Customer shall use additional security measures offered by SmartTrackers for its account of the Web Application, such as two-factor authentication, and shall ensure its Users apply this as well.
- C. The Login Credentials are personal to the individual user and may not be shared with or transferred to another party or person, whether or not part of the Customer's organisation. Customer and its Users are obliged to keep the Login Credentials strictly confidential.

3.5. In the event that SmartTrackers employees perform work at Customer's location, Customer shall provide, free of charge, the facilities reasonably desired by those employees, such as a workspace with computer, data and telecommunication facilities. The workspace and facilities will meet all statutory and otherwise applicable requirements regarding working conditions. Customer will disclose house and security rules applicable within its organisation to the employees deployed by SmartTrackers prior to the commencement of the work.

4. USE OF DATA

4.1. When using the Software, the Customer adds data to the Software ("**Customer Data**") and usage data is generated by the End Users (hereinafter "**Usage Data**"), collectively referred to as "**Data**". Customer Data and

Usage Data may contain both Personal Data and non-personal data.

4.2. Data consists of:

- A. **Technical information and traffic data**, such as operating system type, browser type, device, keyboard language and IP address;
- B. **Aggregated data generated by Customers or End Users**, such as session duration, number of users, number of generated reports, password resets, and the like, number and type of processed documents and files;
- C. **Non-aggregated data generated by Customers or End Users**, such as the context and content of support tickets, chatboxes, security logs and the like, and;
- D. **Production data**, such as images, files or databases of Customer Data, subject to strict safeguards.

4.3. The use of Data, as set out above, is limited to the following purposes:

- A. **Supply of the Services**, as defined under Article 1.1;
- B. **Improvement of Software and user experience**, for example by analysing aggregated usage patterns, enabling individual user preferences, or as set out above for limited production data.
- C. **Marketing and showing relevant information**, for example for additional or value-adding Software and providing relevant market updates or information.
- D. **Security and related purposes**, for example by analysing session and login data (including in real-time), incident registrations and the like to prevent, investigate and document security issues and incidents (such as breaches, fraud and various forms of hacking), and to improve the security of the Software.
- E. **Statistics and research**, for example regarding the volume of measures calculated via our systems or the number of standards audited, including the use of aggregated and anonymous statistics in general marketing, and as Software or value-added services, such as in-app market statistics relevant to the Customer.
- F. **Compliance**, SmartTrackers may use and analyse Usage Data for compliance purposes regarding the General Terms and Conditions, for example by logging when a Customer accepts the General Terms and Conditions.
- G. **Development and testing**, for example by analysing aggregated usage patterns, providing Data for developing new technologies and products, improving user experience, testing the load of new or updated Software, or the feasibility of technology.

4.4. SmartTrackers may also use relevant information from public or commercially available sources and combine such information with Data as described above, for example to offer search functions in company registers.

4.5. A condition for the use of Data for the aforementioned purposes is that this use is in accordance with applicable law, including necessary security measures to safeguard the confidentiality, integrity and availability of the Data. Insofar as Personal Data forms part of such Data processing, it must be anonymised. If anonymisation is not possible for technical or practical reasons, SmartTrackers will take alternative measures to ensure the same level of protection.

4.6. SmartTrackers may share Data with other companies, vendors and partners, observing the same conditions and limitations as set out herein. SmartTrackers will only share Data with third parties in the following situations:

- A. to comply with laws or regulations, or to respond to a legally binding request from authorities, such as a court order or warrant;
- B. to investigate or prevent serious security threats or fraud;
- C. a reorganisation, merger, sale or purchase of SmartTrackers, in whole or in part, whereby confidential information may be disclosed to other companies of the Norvato group, or to potential buyers who

observe the obligations contained herein by means of a confidentiality agreement.

4.7. Unless Parties have agreed otherwise, SmartTrackers will not sell, rent or lease Data to third parties.

4.8. SmartTrackers will notify the Customer without delay of any request for disclosure of Data received directly from government authorities, unless such notification is legally prohibited. SmartTrackers will not comply with such requests unless the Customer has given permission to do so. SmartTrackers will only disclose Data to government authorities to comply with legally binding requests, such as a court order or warrant.

4.9. Customer remains the owner of the Data. Customer determines and is responsible for which Data is stored, edited, processed or otherwise entered using the Software. SmartTrackers is not obliged to check the accuracy and completeness of the Data and is therefore not liable for the consequences of the use of incorrect and/or incomplete Data supplied by Customer. Customer indemnifies SmartTrackers against claims from third parties for compensation of damage that these third parties could recover from SmartTrackers in any way, insofar as this claim is based on the use made by Customer of the Software.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All intellectual property rights regarding the Software or other materials developed or made available to Customer under the Agreement rest exclusively with SmartTrackers, its licensors or suppliers. Customer obtains the rights of use expressly granted by these General Terms and Conditions, the Agreement and the law. A right of use accruing to Customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

5.2. SmartTrackers indemnifies Customer against any claim from a third party based on the allegation that Software or other materials developed by SmartTrackers itself infringe an intellectual property right of that third party, on the condition that Customer informs SmartTrackers immediately in writing about the existence and content of the claim and leaves the handling of the case, including the making of any settlements, entirely to SmartTrackers. To this end, Customer will provide the necessary powers of attorney, information and cooperation to SmartTrackers to defend itself against these claims. This obligation to indemnify lapses if the alleged infringement relates to (i) materials made available by Customer to SmartTrackers for use, editing, processing or maintenance, or (ii) changes that Customer has made or has had made to the Software or other materials without the written permission of SmartTrackers.

6. RATES AND PAYMENT

6.1. The rates to be paid by Customer to SmartTrackers are stated in (an annex to) the Agreement.

6.2. All rates are exclusive of VAT and in Euros.

6.3. No rights or expectations can ever be derived by Customer from a pre-calculation or estimate issued by SmartTrackers. An available budget made known by Customer to SmartTrackers shall never apply as an agreed (fixed) price between Parties for the performance to be carried out by SmartTrackers. Only if explicitly agreed between Parties in writing is SmartTrackers obliged to inform Customer of an imminent exceeding of a pre-calculation or estimate issued by SmartTrackers.

6.4. SmartTrackers has the right to increase the rates periodically, generally annually, based on indexation or as a result of general price and cost increases.

6.5. Parties will record in the Agreement the date or dates on which SmartTrackers charges Customer the fee for the agreed performance. Amounts due are paid by Customer in accordance with the payment conditions

agreed or stated on the invoice. In the absence of a specific arrangement, Customer will pay within a period of 30 days after the invoice date. Payment must be made to a bank account to be designated by SmartTrackers. If Customer does not agree with the amount stated on the invoice, Customer must report this to SmartTrackers in writing with substantiation no later than 30 days after the date of the invoice. After the expiry of the aforementioned period, Customer is deemed to have agreed to the invoice. Customer is not entitled to suspension of any payment nor to set-off of amounts due.

6.6. Unless agreed otherwise in writing, all fees are due in advance and non-refundable, including unused credits, user accounts, Software or remaining days in a subscription period. This unless the availability of the Software is significantly reduced for reasons solely attributable to SmartTrackers. SmartTrackers may, at its sole discretion and as a sole remedy, offer a reasonable refund for fees accrued during such period of reduced availability.

6.7. If Customer does not pay the amounts due within the agreed term, Customer shall owe statutory interest for commercial transactions on the outstanding amount immediately and without any further notice of default being required. If the claim is handed over for collection, Customer is also obliged to pay reasonable compensation for extrajudicial costs and the actual costs involved in legal proceedings related to the collection of this claim or other legal enforcement.

6.8. If Customer fails to fulfil its obligations towards SmartTrackers and is in default, SmartTrackers has the right, after careful balancing of interests and written notice, to suspend the further execution of the Agreement, in whole or in part.

6.9. Additional work will only be invoiced on the next invoice following the issuance of a written order by Customer or after completion of the additional work. Additional work is understood to mean activities falling outside the content or scope of the activities agreed in writing.

7. CONFIDENTIALITY

7.1. Each Party may obtain Confidential Information from the other Party which must reasonably be deemed to be the property of the disclosing Party, to be confidential or to be competitively sensitive (Confidential Information). The Parties shall keep Confidential Information confidential and take reasonable measures to protect the Confidential Information of the other Party, and not disclose it to third parties unless the other Party is authorised to do so, or if this is required by mandatory legal provisions.

7.2. Customer acknowledges that the Services performed by SmartTrackers always have a confidential character and that they contain trade secrets of SmartTrackers, its suppliers or the producer of the Software.

7.3. Unless agreed otherwise in writing, SmartTrackers is permitted to mention the entering into or the existence of the Agreement in one or more press releases or messages. SmartTrackers is entitled to place the name and logo of Customer on the SmartTrackers website and/or a reference list and make these available to third parties for information.

8. PRIVACY

8.1. Insofar as the Agreement involves the processing of personal data by SmartTrackers on the instruction and for the purposes of Customer, SmartTrackers acts as Processor and Customer as Controller. In that capacity, SmartTrackers will adhere to all legal obligations resting on it as Processor. SmartTrackers will process the personal data under the conditions as set out in the Data Processing Agreement applicable between Parties, attached to these General Terms and Conditions as Annex 1.

9. TERMS

9.1. All terms and deadlines mentioned by SmartTrackers have been established to the best of its knowledge based on the information known to SmartTrackers when entering into the Agreement and will be observed as

much as possible.

9.2. Insofar as delivery dates and/or terms are mentioned in any Agreement, annex, plan of approach or quotation, these are indicative and do not constitute fatal deadlines, unless explicitly stated otherwise. In all cases, therefore also if Parties have agreed on a final deadline in writing and explicitly, SmartTrackers is only in default after it has been given notice of default by Customer in a proper, detailed and written manner and SmartTrackers still fails to perform properly after the expiry of a reasonable term given in that notice of default.

9.3. SmartTrackers is not bound by (delivery) terms that can no longer be met due to circumstances beyond its control that have occurred after the entering into of the Agreement. If there is a risk of exceeding any term, SmartTrackers and Customer will consult as soon as possible.

10. INFORMATION

10.1. If employees of Customer are provided with substantive information or advice regarding tax, laws and regulations and/or other subjects of a legal or administrative nature by SmartTrackers (for example by the service centre, sales personnel, or consultants), this is done on the condition and in the expectation that Customer verifies the information and/or advice or has it verified by experts. SmartTrackers accepts no responsibility or liability for the accuracy and/or completeness of this information/advice.

11. LIABILITY

11.1. The total liability of SmartTrackers due to an attributable failure in the performance of the agreement or on whatever legal ground, expressly including any failure in the performance of a warranty obligation or indemnity agreed with Customer, is limited to compensation of direct damage up to a maximum of the amount of the price stipulated for that agreement (excl. VAT). If the agreement is primarily a continuing performance agreement with a term of more than one year, the price stipulated for that agreement is set at the total of the fees (excl. VAT) stipulated for one year. In no case shall the total liability, cumulative liability of SmartTrackers on whatever ground amount to more than € 100,000 (one hundred thousand euros).

11.2. SmartTrackers can only be held liable for compensation of direct damage. Direct damage is exclusively understood to mean: a) the costs that Customer has incurred for keeping its old system or systems and related facilities operational for longer out of necessity because SmartTrackers did not perform on a date binding for it, minus any savings resulting from the delayed performance; b) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article; c) reasonable costs incurred to prevent, limit or repair damage, insofar as Customer demonstrates that these costs have led to limitation of direct damage within the meaning of this article; d) the costs of emergency facilities, such as resorting to other systems, hiring third parties or using emergency procedures or deviant working methods.

11.3. SmartTrackers is not liable for any indirect damage, including loss of turnover and profits, loss of data, claims for damages from third parties, fines or additional tax assessments, missed revenues or savings, damage to reputation or image, failure by Customer to obtain certificates or obtain them on time, or failure by Customer to comply with laws and regulations or other indirect damage or consequential damage arising from or related to the failure to fulfil any obligation or any unlawful act by SmartTrackers.

11.4. A condition for the existence of any right to compensation is always that Customer reports the damage to SmartTrackers in writing as soon as possible after discovery (but no later than within one (1) month).

11.5. The liability of SmartTrackers due to attributable failure in the performance of the Agreement only arises if Customer gives SmartTrackers notice of default immediately and properly in writing, stating a reasonable term to remedy the failure, and SmartTrackers continues to fail attributable in the fulfilment of its obligations even after that term. The notice of default must contain as detailed a description as possible of the failure, so that SmartTrackers is able to respond adequately.

11.6. The liability of SmartTrackers for damage due to death, physical injury or due to material damage to property amounts in total never to more than € 1,250,000 (one million two hundred and fifty thousand euros). The previous paragraphs of this article do not apply if and insofar as the relevant damage is caused by intent or deliberate recklessness of SmartTrackers.

11.7. The exclusions and limitations of the liability of SmartTrackers, as described in the preceding paragraphs of this Article 11, leave the other exclusions and limitations of liability of SmartTrackers under these General Terms and Conditions and/or the Agreement entirely unaffected.

12. FORCE MAJEURE

12.1. In the event of force majeure of one of the Parties, the obligations under this Agreement will be suspended for as long as the force majeure situation continues. Force majeure also includes a failure of suppliers of SmartTrackers. However, the suspension will not apply to obligations to which the force majeure does not relate and/or obligations that had already arisen before the onset of the force majeure situation.

12.2. If the force majeure situation lasts longer than sixty days, Parties have the right to terminate the Agreement by means of a registered letter, unless it is foreseeable that the force majeure situation will be resolved within a reasonable term. What has already been performed as a result of the Agreement will in that case be settled proportionately, without Parties owing each other anything else.

13. SUBCONTRACTING AND TRANSFER

13.1. SmartTrackers is permitted to engage third parties in the execution of its obligations. The operation of Art. 7:404 of the Dutch Civil Code is explicitly excluded. Customer is not permitted to transfer the rights under the Agreement to a third party without prior written permission from SmartTrackers.

14. DURATION AND TERMINATION

14.1. The Agreement commences on the date agreed in the Agreement or, in the absence thereof, the date of signing of the Agreement by both Parties. The Agreement is entered into for the duration specified in the Agreement or, in the absence thereof, for an initial duration of one (1) year. After expiry of the initial period, the Agreement is tacitly renewed for one year at a time. Customer has the option to fix the extended term for multiple years.

14.2. Unless explicitly agreed otherwise, Parties are only entitled to terminate the Agreement in writing towards the end of the agreed duration of the Agreement observing a notice period of two (2) months.

14.3. Unless explicitly determined otherwise in the General Terms and Conditions or agreed in the Agreement, Parties are not permitted to terminate the Agreement prematurely. Article 7:408 of the Dutch Civil Code does not apply.

14.4. In addition to the right to terminate the Agreement in accordance with Article 14.2, a Party is entitled to dissolve the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, without this creating any obligation to compensate any damage of Parties, if one of the following circumstances occurs:

- a. the other Party is declared bankrupt;
- b. the other Party is granted (provisional or otherwise) suspension of payment;
- c. the enterprise of the other Party is liquidated or discontinued.

14.5. In case of dissolution, the dissolution will only have effect for the obligations arising after the moment of dissolution and the dissolution will therefore not have retroactive effect.

14.6. Upon termination of the Agreement, all rights of Customer regarding the Services lapse. Rights and obligations from the Agreement between SmartTrackers and Customer, which by their nature and content are intended to survive, including regarding intellectual property, liability, confidentiality, force majeure and dispute resolution, remain in full force after termination or dissolution of the Agreement.

15. FURTHER PROVISIONS FOR SOFTWARE

15.1. The provisions as described in this Article 15 apply exclusively to the supply of Services by SmartTrackers and the use thereof by Customer if it concerns Software.

Execution of Software

15.2. SmartTrackers will endeavour to have the agreed Software function properly at all times and strives for the highest possible availability, quality and security of the Software. SmartTrackers reserves the right to change the technical and functional properties of the Software in the interim to improve it and to repair any errors or to comply with applicable laws and regulations. If such an adjustment leads to a material deviation in the functionality of the Software, SmartTrackers will inform Customer thereof in writing or electronically.

15.3. SmartTrackers does not warrant that the Software will function without errors, malfunctions or interruptions. SmartTrackers will endeavour to repair errors in the Software, equipment, infrastructure and/or management environment within a reasonable term if and insofar as it concerns Software, equipment, infrastructure or management environment developed or built by SmartTrackers itself and the relevant defects have been reported to SmartTrackers by Customer with a detailed description. In such cases, SmartTrackers may postpone the repair of the defects until a new version of the Software, equipment, infrastructure or management environment is taken into use. SmartTrackers cannot guarantee that all errors will be repaired. SmartTrackers is entitled to introduce temporary solutions or workarounds or problem-avoiding restrictions in the Software.

15.4. SmartTrackers may take the Software out of service temporarily, in whole or in part, for preventive, corrective or adaptive maintenance or other forms of service. SmartTrackers will not let the out-of-service period last longer than necessary and will have this take place outside its usual office hours if possible.

15.5. SmartTrackers may continue the execution of the Software using a new or modified version of the Software. SmartTrackers is not obliged to maintain, change or add specific properties or functionalities of the service or Software specifically for Customer.

15.6. In the event of introducing a replacement application with equivalent and/or more extensive functionality than existing Software, SmartTrackers is permitted to migrate Customer to this replacement application, which will subsequently be Software within the meaning of the Agreement. In such cases, SmartTrackers has the right to charge reasonable costs for the migration separately to Customer. SmartTrackers will announce these costs in advance. If Customer indicates at that time that it does not wish to bear costs, Parties have the right to terminate the Agreement prematurely observing a notice period of one year. Customer can use the original Software during this notice period.

15.7. SmartTrackers is entitled to communicate directly with end users within the Software (i) insofar as this is necessary with a view to safeguarding the security and/or quality of its service provision (ii) to make announcements regarding maintenance or new functionalities and/or products, or (iii) to offer related additional services directly.

Access to the Software

15.8. For the use of the Software, a username and password will be generated per End User by SmartTrackers and/or Customer in accordance with the protocols prescribed by SmartTrackers, with which the Software can be used by an End User. This username and password are non-transferable and strictly personal. Customer and

Every End User are responsible for the confidential use of username, password and for (the consequences of) any misuse thereof.

15.9. SmartTrackers is entitled to block access to the Software in case of unauthorised use or abuse of the Software by Customer and/or End User and/or in case of unlawful use of the Software by third parties. If reasonably possible given the urgency of the case, SmartTrackers will inform End User prior to a blockage. SmartTrackers will never be held to any compensation towards End User due to blocking in the aforementioned cases.

15.10. Customer guarantees that it, and End User, will observe the following rules when using the Software:

- A. Customer and End User will protect their (peripheral) equipment, software, infrastructure and internet connection against viruses, computer crime and (other) unlawful use by user(s) or third parties;
- B. Customer and End User will not disrupt or damage the Software, (computer) networks or infrastructures of SmartTrackers or other users, or cause nuisance, limited use or unforeseen use (for other users) regarding thereto;
- C. Customer and End User will not misuse means of access or breach and/or attempt to breach the security of the Software;
- D. Customer and End User will not do or omit anything of which they know or reasonably should have known that it could lead to a use of the Software that is punishable or unlawful towards SmartTrackers and/or third parties;
- E. Customer and End User will not penetrate a computer system or a part thereof that is connected to the Software without permission (hacking);
- F. Customer and End User will in no way infringe intellectual property rights of SmartTrackers and/or third parties in connection with the Services; and
- G. Customer and End User will not make public, reproduce or otherwise use information and data provided by SmartTrackers in the context of the Software, other than for use in the internal business operations of Customer.
- H. The use of the Software by Customer and End User is at their own discretion and risk and Customer and End User are themselves responsible for any damage to a computer system or loss of data resulting from the use of the Software.
- I. Customer is obliged to immediately report errors it discovers in the Software made available by SmartTrackers to SmartTrackers.

Integrations and data exchanges with third parties

15.11. Customer can conclude an agreement with third parties to enter into integrations / data exchanges and/or purchase services in addition to the Services.

15.12. Customer will enter into agreements mentioned in Article 15.11 directly with relevant third parties, whereby SmartTrackers (in its capacity as supplier of the Services) is not an involved party in any form. Such parties are not sub-processors of SmartTrackers and SmartTrackers is not liable in any form for the actions of these parties.

15.13. If Customer chooses to connect / integrate the environment of the Software (directly) with a third party, whether or not using one or more interfaces of SmartTrackers, Customer hereby grants permission to SmartTrackers to exchange data between SmartTrackers and the relevant party insofar as marked as necessary for the services by this party. This may also include the exchange of personal data and the storage of access or identification codes / tokens for the purpose of effecting this data exchange / integration.

15.14. Customer is responsible for correctly setting up (or having set up) and establishing integrations and/or data exchanges (including authorisations), whether or not using one or more interfaces of SmartTrackers, between the Software and third party/parties chosen by Customer. SmartTrackers is never responsible and/or

liable for the (correct) functioning of software of Customer and/or third parties that communicate / exchange data with the Software via the interfaces of SmartTrackers.

15.15. If Customer uses one or more interfaces made available by SmartTrackers, Customer is granted a non-transferable, non-exclusive and non-sublicensable right of use for the duration of the Agreement to use the interface within its own organisation for internal purposes only. SmartTrackers reserves the right to charge additional costs for the use of the interfaces by Customer and/or third party/parties.

15.16. SmartTrackers is permitted to apply a request limitation ("throttling") at its own discretion at the moment the traffic generated by Customer via the interface burdens the system of SmartTrackers such that the performance for other users deteriorates or is hindered.

Consequences of Software termination

15.17. After termination of the Agreement, Customer can request a one-time delivery of the data entered when using the Software. SmartTrackers will make the data available to Customer in a generally common format so that this data can reasonably be processed by Customer. Other than possibly based on provisions of Dutch mandatory law, SmartTrackers accepts no retention obligation or retention period for the data and information entered by Customer. In the event that Customer has not indicated immediately after termination of the agreement that it wishes the aforementioned transfer of the data, SmartTrackers is entitled to delete and destroy data stored, edited, processed or otherwise entered using the Software immediately, without prior notice, from the system on which it is stored.

15.18. In addition to the provisions of Article 15.17, Customer can exercise its legal rights to switch under the Data Act as further elaborated in the Data Act Addendum attached to these General Terms and Conditions.

Notifications

15.19. Information about new functions, price changes or planned maintenance is provided in the software, on the web pages of the software, on the online community or via e-mail.

15.20. Notifications regarding order confirmations, information of particular importance, security or privacy, are sent to the e-mail address of the primary contact person.

15.21. The Customer is responsible for providing up-to-date contact information at all times, including a primary maintained contact e-mail.

15.22. All notifications are deemed to have been sent and are immediately effective when sent or posted by SmartTrackers.

16. APPLICABLE LAW AND DISPUTES

16.1. Dutch law applies to the Agreement and the General Terms and Conditions. All disputes arising from or related to the Agreement and the General Terms and Conditions will be settled by the competent court in the district where SmartTrackers has its registered office.

ANNEX 1: Data Processing Agreement

1. Introduction

1.1. This Annex 1 applies to Processing (as defined herein) of Personal Data (as defined herein) by Processor on behalf of Controller under the Agreement.

2. Definitions

2.1. The definitions Controller, Data Subject, Personal Data, Personal Data Breach, Processing, Processor and Sensitive Data (Special Categories of Personal Data) in this Annex 1 have the same meaning as used in EU 2016/679 General Data Protection Regulation (the 'GDPR').

3. Applicability

3.1. Annex 1 governs the Processing of Personal Data by the Processor on behalf of the Controller, and outlines how the Processor will contribute to ensuring privacy on behalf of the Controller and its registered Data Subjects, by means of technical and organisational measures in accordance with applicable privacy legislation, including the GDPR.

3.2. The purpose of the Processing of Personal Data by the Processor on behalf of the Controller is the execution of the Agreement.

3.3. Annex 1 takes precedence over conflicting provisions regarding the Processing of Personal Data in the General Terms and Conditions or in other prior agreements or written communication between the Parties.

4. Rights and obligations of the Processor

4.1. The Processor will only Process Personal Data on behalf of and in accordance with the written instructions of the Controller. Through this Annex 1, the Controller instructs the Processor to process Personal Data in the following manner: i) exclusively in accordance with applicable law, ii) to comply with all obligations under the Agreement, iii) as further specified through the Controller's ordinary use of the Processor's Services and iv) as specified in this Agreement.

4.2. The Processor has no reason to believe that legislation applicable to it prevents the Processor from executing the instructions mentioned above. The Processor will, as soon as it becomes aware thereof, notify the Controller of instructions or other Processing activities by the Controller which, in the Processor's opinion, conflict with applicable privacy legislation.

4.3. The categories of Data Subjects and Personal Data subjected to Processing under this Annex 1 are set out in Appendix A.

4.4. The Processor will safeguard the confidentiality, integrity and availability of Personal Data in accordance with privacy legislation applicable to the Processor. The Processor will take systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and the costs of implementation in relation to the risk that the Processing represents, and the nature of the Personal Data to be protected.

4.5. The Processor will assist the Controller with appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to the Processor, in fulfilling the Controller's obligations under applicable privacy legislation regarding the request of Data Subjects, and general compliance with privacy legislation under the GDPR Articles 32 to 36.

4.6. If the Controller needs information or assistance regarding security measures, documentation or other forms of information about the way in which the Processor processes Personal Data, and such requests go beyond the standard information provided by the Processor to comply with applicable privacy legislation as Processor, the Processor may charge the Controller for this request for additional services.

4.7. The Processor and its personnel ensure confidentiality regarding the Personal Data that are subject to Processing in accordance with the Agreement. This provision also applies after termination of the Agreement.

4.8. The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with legal requirements regarding notification to data authorities or Data Subjects about privacy incidents.

Furthermore, the Processor will, insofar as appropriate and lawful, notify the Controller of:

- i) requests received from a Data Subject for the provision of Personal Data,
- ii) requests for disclosure of Personal Data by government authorities, such as but not limited to, the police.

4.9. The Processor will not respond directly to requests from Data Subjects, unless authorised to do so in writing by the Controller. The Processor will not provide information connected to this Annex 1 to government authorities, such as the police, including Personal Data, unless required to do so by law, such as via a court order or a similar order.

4.10. The Processor has no control over whether and how the Controller makes use of integrations of third parties via the API (or similar) of the Processor, and the Processor therefore accepts no liability in connection therewith. The Controller is solely responsible for integrations of third parties.

4.11. The Processor may process Personal Data about users and the use of the Services by the Controller when this is necessary to obtain feedback and improve the Services. The Controller grants the Processor the right to use and analyse aggregated data about system activities in connection with your use of the Services for the purpose of optimisation, improvement or enhancement of the way we provide our Services and to enable us to create new functions and functionality in connection with the Services. SmartTrackers is considered the controller for such processing and the processing is therefore not subject to this Agreement.

4.12. When using the Services, the Controller will add data to the Software ("Customer Data"). The Controller acknowledges and has no objection to the Processor using the Customer Data in an aggregated and anonymised format for improving the services supplied to customers, research, training, educational and/or statistical purposes.

5. Rights and obligations of Controller

5.1. By accepting this Annex 1, the Controller confirms that:

- it is legally authorised to Process and disclose the Personal Data in question to Processor (including sub-processors engaged by Processor).
- it bears responsibility for the accuracy, integrity, content, reliability and lawfulness of the Processed Personal Data as disclosed to Processor.
- it has fulfilled its obligations to provide relevant information to Data Subjects and supervisory authorities concerning the Processing of Personal Data in accordance with mandatory data protection legislation.
- it will not, when receiving the Services from Processor under the Agreement, disclose/provide Sensitive Data to Processor, unless explicitly agreed in Appendix A to this Agreement.

6. Engaging third parties for Processor and data transfer

6.1. As part of supplying Services to Controller in accordance with the General Terms and Conditions and this Agreement, Processor will engage third parties (sub-processors) in the execution of this Annex 1 and Controller gives general permission for the engagement of aforementioned sub-processors by Processor. All sub-processors with access to Personal Data are listed in Appendix B. These sub-processors may be companies or external third parties. Processor ensures that sub-processors work in accordance with GDPR.

6.2. If the sub-processors are established outside the EU or the EEA, Processor is entitled to transfer personal data outside the EU/EEA, provided this transfer complies with the relevant provisions of Chapter V of the GDPR (for example that the transfer is based on an adequacy decision (Article 45 GDPR) or the transfer is subject to appropriate safeguards (Article 46 GDPR)).

6.3. The Controller will be notified in advance of any change of sub-processors processing Personal Data. If the

Controller objects to a new sub-processor within 30 days after the notification, the Processor and the Controller will assess the documentation regarding the compliance efforts of the sub-processor, in order to safeguard compliance with applicable privacy legislation. If the Controller continues to have objections and has reasonable grounds for doing so, the Controller cannot oppose the use of such a sub-processor (particularly given the nature of online standard software), but the Controller may terminate the Services Agreement.

7. Security

7.1. The Processor undertakes to offer a high level of security in its products and Services. The Processor provides for its security level by means of organisational, technical and physical security measures, in accordance with the requirements regarding information security measures as set out in the GDPR, Article 32.

8. Inspection rights

8.1. The Controller may verify whether the Processor adheres to this Annex 1 at most once a year. If legislation applicable to the Controller requires so, the Controller may request more frequent audits. To request an audit, the Controller must submit a detailed audit plan to the Processor at least four weeks before the proposed audit date, describing the proposed scope, duration and start date of the audit. If a third party is to conduct the audit, this must be mutually agreed between the parties in writing. However, if the processing environment is a "multitenant" environment or a similar environment, the Controller gives the Processor the authority to decide for security reasons that the audits be carried out by a neutral third-party auditor of the Processor's choice.

8.2. If the requested scope of the audit is covered in an ISAE, ISO or comparable assurance report conducted by a qualified third-party auditor within the preceding twelve months, and the Processor confirms that there are no known material changes in the audited measures, Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

8.3. In any case, the audits must be carried out during normal office hours at the relevant location, observing the policy of the Processor, and may not unreasonably hinder the business activities of the Processor.

8.4. Controller is responsible for all costs arising from the audits requested by the Controller. Costs may be charged for requests for assistance from the Processor.

9. Duration and termination

9.1. Annex 1 is valid for as long as the Processor processes Personal Data on behalf of the Controller in the Agreement or as otherwise agreed in Appendix A.

9.2. Annex 1 terminates automatically upon termination of the Agreement. Upon termination of Annex 1, the Processor will erase or return Personal Data processed on behalf of the Controller, in accordance with the applicable clauses in the Agreement. This erasure will take place as soon as reasonably possible, unless EU or local law requires further storage. The costs for these actions are borne by the Processor, unless these actions require a disproportionate burden from the Processor. In that case, reasonable costs will be charged to the Controller, based on: i) hourly rates for the time spent by the Processor and ii) the complexity of the requested process.

10. Modifications and amendments

10.1. Modifications to Annex 1 will be included in a new Appendix to this Annex 1 and enter into effect after both Parties have signed it.

10.2. If any provision of Annex 1 is null and void, this does not affect the remaining provisions. The parties will replace the void provision with a lawful provision that reflects the purpose of the void provision.

11. Liability

11.1. For the avoidance of misunderstanding, Parties hereby agree and acknowledge that each Party shall be liable and is responsible for the payment of administrative fines and damages to Data Subjects if this payment obligation has been imposed on this Party by the relevant personal data authority or a competent court in accordance with applicable law. Liability issues between the Parties will be governed by the relevant provisions regarding liability as agreed in the General Terms and Conditions.

12. Applicable law and choice of forum

12.1. Annex 1 is governed by the applicable law of the General Terms and Conditions. The competent court mentioned in the General Terms and Conditions has mutatis mutandis jurisdiction to take cognisance of disputes concerning this Agreement.

Appendix A – Data Subjects, Types of Personal Data, Purpose, Nature, Duration

A.1 Categories of Data Subjects

- ❖ End users of the customer
- ❖ Customer employees
- ❖ Contact persons for the customer

A.2 Categories of Personal Data

- ❖ Contact details, such as name, phone, address, e-mail address, etc.
- ❖ Position information, such as job title, company, location, etc.
- ❖ Work-related information such as travel movements, IP addresses, etc.
- ❖ Other personal data that you actively provide by, for example, creating a profile, in correspondence and by telephone
- ❖ Data about your activities on our websites and applications
- ❖ Internet browser and device type

When the Customer has other categories of personal data processed via the system, the Customer is responsible for proactively supplementing this list at A.2 via the SmartTrackers contact person.

A.3 Special categories of Personal Data (Sensitive Personal Data)

If the Processor is allowed to process such data on behalf of the Controller, the types of Sensitive Personal Data concerned must be specified below by the Controller.

The Controller is also responsible for informing the Processor about, and specifying below, any additional types of Sensitive Personal Data in accordance with applicable privacy legislation.

Processor will, for the benefit of Controller, process information about:

Category	Yes	No
race or ethnic origin, or political, philosophical or religious beliefs,		x
that a person is suspected of a criminal offence, is charged with a criminal offence and/or has been convicted of a criminal offence		x

health information,		x
sexual orientation,		x
trade union membership,		x
genetic or biometric data.		x

A.4 Purpose of the Processing

The purpose of the processing of personal data by the data processor for the benefit of the controller is: supplying Services in accordance with the service agreement. This includes for example:

Support and improvement of our services

- To enable you to create accounts
- To be able to supply services to you
- Improving and developing quality, functionality and user experience of our products
- To be able to contact you if necessary to carry out our service provision
- To be able to process payments

Security

- Detecting, reducing and preventing security risks and abuse, and performing maintenance and debugging

Marketing

- Managing and sending marketing preferences and content, or information updates
- Creating interest profiles to be able to message about other relevant services

A.5 Nature of the Processing

The processing of personal data by the processor for the benefit of the controller relates primarily to (the nature of the processing): the correct operation of the service provision, including storage/hosting, registering, testing, editing/modifying, reporting and sending tasks.

A.6 Duration of the Processing:

The duration of the processing of personal data is as long as the service agreement applies. We maintain a maximum retention period of 1 year thereafter in connection with our backup procedures.

Appendix B – Overview of current third parties ('sub-processors')

Current sub-processors of Processor with access to the Personal Data of Controller at the time of signing this Agreement are included in the privacy statement of SmartTrackers and can be consulted via this website: <https://smartrackers.nl/privacy-statement/>

Annex 2: Data Act Addendum

1. General

- 1.1 This Addendum implements the contractual obligations from the Data Act regarding the rights of Customer to switch data processing services. The Addendum shall not be interpreted as imposing requirements on SmartTrackers that deviate from the reasonable interpretation of the Data Act.
- 1.2 This Addendum is an integral part of the Agreement. Unless explicitly stated otherwise in this Addendum, the provisions of the Agreement remain fully applicable.
- 1.3 The capitalised terms used in this Addendum have the meaning established in the General Terms and Conditions or otherwise in this Addendum. Terms not defined in this Addendum have the meaning assigned to them in the Data Act.
- 1.4 In case of any inconsistencies or conflicts between this Addendum and the Agreement, this Addendum prevails, unless explicitly agreed otherwise.

2. Customer's right to switch and export exportable data and digital assets

- 2.1. Customer has the right, by giving SmartTrackers written notice with a notice period of [two (2) months] (the "Notice Period"):
 - (i) to initiate a switch to another data processing service offered by a supplier other than SmartTrackers, or to an on-premises ICT infrastructure; or
 - (ii) to request deletion of its exportable data and digital assets.
- 2.2. Customer must clearly indicate in the written notice which of the aforementioned rights it wishes to exercise and whether this applies to all or only to specific Services. If Customer wishes to exercise its right exclusively regarding specific Services, the Agreement remains in full force for the other Services.

3. Switching to another service or an on-premises ICT infrastructure

- 3.1. Upon receipt of the notice pursuant to Article 2.1 (i), SmartTrackers will comply with Customer's request within a transition period of thirty (30) calendar days (the "Transition Period") commencing after the Notice Period.
- 3.2. SmartTrackers provides Customer with information about available procedures for transferring and handing over data and digital assets. More information in our trust center.
- 3.3. If it is technically unfeasible for SmartTrackers to meet the Transition Period of thirty (30) calendar days, SmartTrackers will notify Customer within fourteen (14) calendar days after the request. The notification will justify the technical unfeasibility and indicate an alternative Transition Period, which may not exceed seven (7) months.
- 3.4. Customer has the right to extend the mentioned Transition Period once to a period it deems more suitable for its own purposes, provided Customer notifies SmartTrackers in writing within five (5) calendar days after the end of the Notice Period.
- 3.5. During the Transition Period, SmartTrackers will:
 - a) provide Customer and third parties authorised by Customer with reasonable assistance in the switching process;
 - b) act with due care to maintain business continuity and continue to supply the Services;
 - c) provide clear information about known risks to the continuity of the data processing services on the part of SmartTrackers, if any;
 - d) ensure that, in accordance with all applicable laws, a high level of security is maintained throughout the switching process, particularly regarding the security of the data during its transfer and the

continued security of data during the retrieval period as specified in Article 3.6 of this Addendum.

- 3.6. After the Transition Period, Customer has the option to retrieve data during a retrieval period of 30 (thirty) calendar days (the “**Retrieval Period**”) from the end of the Transition Period.
- 3.7. Customer will pay the full fees until the end of the Retrieval Period, unless agreed otherwise between the Parties.
- 3.8. SmartTrackers supports Customer's exit strategy regarding the Services, inter alia by providing relevant information regarding the switch of the Services of SmartTrackers. Customer undertakes to take all reasonable measures to realise an effective switch. Customer is responsible for the import and implementation of data and digital assets in its own systems or in the systems of the new provider of data processing services. In addition, Customer is responsible for providing all necessary information to SmartTrackers to enable SmartTrackers to comply with its aforementioned obligations.
- 3.9. The following table contains a complete list of (A) all categories of exportable data and digital assets that can be transferred during the switching process in accordance with this Addendum and (B) all categories of data specific to the internal operation of the Services of SmartTrackers and which do not form part of the previous list:

Exhaustive list A	Exhaustive list B
All data and content entered by Customer available in an export	All metadata and logs relating to the internal operation of the Services
The reports generated by Customer	Audit trails
	All other data that is specifically part of the internal operation of the Services where there is a risk of infringement of intellectual property rights and/or trade secrets, including but not limited to: <ul style="list-style-type: none">● algorithms for calculations● internal database structures and indexing● security keys, authentication data and encryption information● performance metrics, system logs and diagnostic data● licence information and usage statistics● internal workflow engines and business logic

4. Switching costs

If Customer requests SmartTrackers to switch in accordance with Article 3 of this Addendum, SmartTrackers is exclusively entitled to charge costs for the switching process to Customer if the request is submitted before 12 January 2027. These costs shall not exceed the costs incurred by SmartTrackers and which are directly related to the switching process.

5. Requests for data erasure only

- 5.1. Upon receipt of a notice under Article 2.1 (ii), SmartTrackers will comply with Customer's request within the Notice Period.
- 5.2. Customer will pay full fees until the end of the Notice Period.
- 5.3. If SmartTrackers receives a notice under Article 2.1 (ii) and Customer wishes to export data or digital assets, the request will be treated as a request under Article 2.1 (i).

6. Termination

- 6.1. The Agreement is deemed to be terminated and SmartTrackers will provide a termination confirmation:
 - (i) at the end of the Retrieval Period as mentioned in Article 3.6 of this Addendum, unless Parties agree that the switching process is completed at an earlier time; or
 - (ii) at the end of the Notice Period mentioned in Article 5.1 of this Addendum, if Customer does not wish to switch, but wishes to erase its exportable data and digital assets upon termination of the Agreement.
- 6.2. If the Agreement specifies a minimum contract term, a fixed term or a notice period that is longer than the termination period mentioned in Article 6.1, such premature termination leads to Customer owing SmartTrackers all amounts that would have been payable under the Agreement if the specified minimum contract term, fixed term, or notice period longer than the termination period mentioned in Article 6.1, had been completed.
- 6.3. If Customer does not clearly indicate in the written notice (i) which right in Article 2.1 it wishes to exercise, or (ii) under which termination conditions the right of termination is exercised (this Addendum or the termination clauses of the Agreement, if applicable), the notice will be considered as a request under Article 2.1 (i).
- 6.4. SmartTrackers will delete all exportable data and digital assets generated directly by Customer, or directly relating to Customer, within six (6) months after termination of the Agreement. However, SmartTrackers will not delete the exportable data and digital assets if and insofar as the retention of the exportable data and digital assets is required under applicable laws, regulations and/or a supervisory authority.