

Terms and conditions for SYNDA

The service "SYNDA" is offered over the internet in the form of Software-as-a-Service by the company Lucrasoft Solutions B.V.

The use of SYNDA is subject to the below terms and conditions. Using SYNDA constitutes acceptance of these terms and conditions.

Article 1. Use of the service

- 1.1. SYNDA is a Value-Added Network (VAN), a private, hosted service that provides companies with a secure way to send and share data with its counterparties.
- 1.2. To use SYNDA, you must sign the contract and return this on paper or digitally to Lucrasoft Solutions B.V.
- 1.3. You must secure access to your account using the username and password against third parties. You must keep the password strictly confidential. Lucrasoft Solutions B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified Lucrasoft Solutions B.V. that someone else knows your password.
- 1.4. SYNDA grants access to the non-paying Partner as long as the paying Partner fulfils payment obligations. SYNDA always reserves the right to terminate non-paying licensee access if payment obligations are not met by paying Partner. Non-paying Partner's access is contingent upon payment by the paying Partner. If payment is not met access will be terminated until payment is fulfilled. If the agreement ends, access will be terminated indefinitely.

Article 2. Terms of use

- 2.1. It is not permitted to use SYNDA for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2. Should Lucrasoft Solutions B.V. discover that you violate any of the above, or receive a complaint alleging the same, then Lucrasoft Solutions B.V. may intervene to end the violation.
- 2.3. If in the opinion of Lucrasoft Solutions B.V. the continued functioning of the computer systems or network of Lucrasoft Solutions B.V. or third parties is

actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, Lucrasoft Solutions B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

- 2.4. Lucrasoft Solutions B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.5. Lucrasoft Solutions B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Lucrasoft Solutions B.V. from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability, updates and maintenance

- 3.1. Lucrasoft Solutions B.V. actively maintains SYNDA. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
- 3.2. Lucrasoft Solutions B.V. may from time to time adapt SYNDA. Your feedback and suggestions are welcome but ultimately Lucrasoft Solutions B.V. decides which adaptations to carry out (or not).
- 3.3. The Partner agrees to accept regular software updates provided by the Supplier, including enhancements, bug fixes, and security patches. We will make reasonable efforts to notify the Partner of planned updates. Partner commits to using the latest software releases, acknowledging automatic acceptance upon availability.

Article 4. Intellectual property

- 4.1. The service SYNDA, the accompanying software as well as all information and images on the website are the intellectual property of Lucrasoft Solutions B.V. None of these items may be copied or used without prior written permission of Lucrasoft Solutions B.V., except and to the extent permitted by mandatory law.
- 4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). Lucrasoft Solutions B.V. receives a limited license to use this information for the service. You can cancel this license by removing the information in question and/or terminating the agreement.
- 4.3. The limited right of use as referred to in article 4.2. assumes a retention period of seven (7) days after completion of a message and / or saga. If a message and / or saga is not transferred successfully, a retention period of

thirty (30) days applies for analysis and improvement of the service, after which the information is deleted.

- 4.4. Lucrasoft Solutions B.V. shall refrain from accessing data you store or transfer using SYNDA, unless this is necessary for a good provision of the service or Lucrasoft Solutions B.V. is forced to do so by law or order of competent authority. In these cases, Lucrasoft Solutions B.V. shall use its best efforts to limit access to the information as much as possible.
- 4.5. Lucrasoft Solutions B.V. has the right to analyze SYNDA META data if it has been anonymized first, including, but not limited to, dates, quantities of messages, with the aim of further developing the service and optimizing the (user) experience. Lucrasoft Solutions B.V. will not share this data with other parties.

Article 5. Compensation for the service

- 5.1. There is a monthly fee associated with the use of SYNDA. This fee is always invoiced in advance per month and has a payment term of 21 days.

Article 6. Limitation of liability

- 6.1. Except in case of intentional misconduct or gross negligence the liability of Lucrasoft Solutions B.V. shall be limited to the amount paid by you in the one month prior to the moment the cause of the damage occurred.
- 6.2. Lucrasoft Solutions B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3. Damages may only be claimed if reported in writing to Lucrasoft Solutions B.V. at most two months after discovery.
- 6.4. In case of force majeure Lucrasoft Solutions B.V. is never required to compensate damages suffered by you. Force majeure includes among other disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

- 7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.
- 7.2. A notice period of six (6) month applies to the service.

- 7.3. Lucrasoft Solutions B.V. can temporarily discontinue the service in case of payment arrears of three (3) months. Prior to this, a reminder will be sent to the email address associated with the account. If the payment is not made after this, the service will be switched off for new applications. In case of payment arrears from six (6) months, Lucrasoft Solutions B.V. unilaterally terminate the agreement and accounts will be deleted. Discontinuation or termination of the agreement does not release you from any payment obligation. Lucrasoft Solutions B.V. will never be obliged to pay any compensation due to discontinuation or termination.
- 7.4. Please note, it is not possible to export all your data from SYNDA.

Article 8. Changes to terms

- 8.1. The Lucrasoft Solutions B.V. reserves the right to modify or supplement the services and these terms and conditions. Changes apply to already concluded agreements with a one-month notice after the announcement. If you object to a modification, you may terminate the agreement in writing before the modification takes effect. Minor amendments, changes required by law, and changes benefiting you can be implemented unilaterally and immediately.
- 8.2. Lucrasoft Solutions B.V. may annually increase prices based on the CBS price index for consumer prices according to the relevant [CBS](#) (The Dutch Central Bureau of Statistics) without you having the right to terminate the agreement. Additionally, prices may be adjusted at any time due to increased rates of suppliers. Use of SYNDA after the date of effect shall constitute your acceptance of the changed or added to terms and conditions.

Article 9. Miscellaneous provisions

- 9.1. Dutch law applies to this agreement.
- 9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with SYNDA shall be brought before the competent Dutch court for the principal place of business of Lucrasoft Solutions B.V.
- 9.3. For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail to SYNDA or communication through the SYNDA service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4. The version of any communication of information as recorded by Lucrasoft Solutions B.V. shall be deemed to be authentic unless you supply proof to the contrary.

- 9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6. Lucrasoft Solutions B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of SYNDA or the associated business activities.
- 9.7. On all agreements of Lucrasoft Solutions B.V. the NLdigital terms and Conditions, filed with the Dutch court Midden-Nederland, location Utrecht, and 'Verwerkersovereenkomst Lucrasoft B.V.' apply to all our offers and contracts. These NLdigital terms and conditions automatically apply to the SYNDA functionality already in use. These terms and conditions are attached hereto. The 'NLdigital Voorwaarden - NL 2020' prevail but an English version of the terms and conditions 'NLdigital Terms - EN 2020' has been added for clarification, if applicable. The 'Verwerkersovereenkomst Lucrasoft B.V.' prevail but an English version 'Dataprocessing Agreement Lucrasoft B.V.' has been added for clarification, if applicable.

Article 10. Indemnification

- 10.1. You acknowledge and agree that you understand the working of SYNDA and shall ensure that all data you give access to and that will be exchanged with the use of SYNDA is rightful and that you have obtained any necessary authorization from third parties for such activities.
- 10.2. In the event that you share confidential data from third parties without authorization, you shall, at your own expense, defend Lucrasoft Solutions B.V. and indemnify them against all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or relating to such unauthorized sharing of confidential data from third parties.

Article 11. Hierarchy of provisions

- 11.1. In case of conflict between provisions or from different Attachments of the Agreement, the following hierarchy shall apply, with the earlier mentioned documents prevailing over the later mentioned documents:
 - A) Quote(s) from Lucrasoft
 - B) SYNDA Connection Agreement
 - C) Terms & Conditions – SYNDA
 - D) NDA (if agreed upon between parties)
 - E) Lucrasoft-solutions-bv-verwerkersovereenkomst
 - F) NLdigital voorwaarden 2020 – NL 2020

11.2. In the event of any conflict between the SYNDA Terms of Use and any previously agreed-upon non-disclosure agreement (NDA), the SYNDA Terms of Use shall prevail. By using SYNDA, the Customer grants permission to Lucrasoft to share relevant data with third parties using SYNDA, subject to the terms of the SYNDA Terms Of Use. Lucrasoft shall maintain the confidentiality of sensitive information per the NDA, except where necessary for software functionality or improvement thereof.