

GENERAL TERMS AND CONDITIONS LAB DIGITAL B.V.

Article 1 Definitions

1.1 The following terms are capitalised in these Terms and Conditions, both in the singular and in the plural. These terms have the following meanings:

<i>Agreement:</i>	<i>The agreement between Parties regarding the provision of the Service;</i>
<i>Client:</i>	<i>A natural person who or legal entity that has concluded, or will conclude, an Agreement with Lab Digital;</i>
<i>IP Rights:</i>	<i>All intellectual property rights and associated rights including but not limited to copyrights, trade mark rights, patent rights, design rights, trade name rights, database rights and related rights, as well as rights to know-how and performances on a par with these rights;</i>
<i>Lab Digital</i>	<i>the private company with limited liability Lab Digital B.V., Kanaalweg 14G (3526 KL) in Utrecht and registered with the Chamber of Commerce under number 63133644;</i>
<i>Parties:</i>	<i>Lab Digital and the Client;</i>
<i>Personal data:</i>	<i>Each piece of information relating to an identified or identifiable natural person within the meaning of Section 1(a) of the Dutch Personal Data Protection Act and Article 4(1) of the General Data Protection Regulation;</i>
<i>Schedule:</i>	<i>An appendix to the Terms and Conditions with specific provisions relating to the Service to be provided; and</i>
<i>Service:</i>	<i>The services to be provided to the Client by Lab Digital pursuant to the Agreement, including, if applicable, results of services.</i>
<i>Terms and Conditions</i>	<i>These Lab Digital Terms including all applicable annexes;</i>

Article 2 General

- 2.1 The Terms and Conditions apply to and form an integral part of all offers and quotations of Lab Digital, Agreements and any other legal acts related thereto between Parties or its legal successor. In addition to these Terms and Conditions, the specific Schedule(s) to the Terms and Conditions that have been agreed between Parties also apply.
- 2.2 If the Terms and Conditions state that an act must be carried out in writing, this is deemed to refer to email as well.

- 2.3 Any departures from the Terms and Conditions are only valid if they have been agreed explicitly in writing by Parties and they only apply to the specific agreement for which they were agreed.
- 2.4 The Terms and Conditions will always prevail over any purchasing or other terms and conditions used by the Client. The applicability of any purchase or other terms and conditions of the Client is expressly rejected.
- 2.5 Once these Terms and Conditions have been applied to a legal relationship between Parties, the Client is deemed to have agreed in advance to the applicability of these Terms and Conditions to any Agreements concluded or to be concluded thereafter.
- 2.6 If and to the extent that any provision in these Terms and Conditions is declared to be null and void or is annulled, the other provisions in the Terms and Conditions will remain in full force. In that case the Parties will consult to determine a new provision to replace the provision that is null and void or that has been annulled, thereby taking the purport of the void or annulled provision into account as far as possible.
- 2.7 In the event of any conflict between the provisions of an Agreement and the Conditions, the provisions of the Agreement will take precedence. In the event of a conflict between the Conditions or the Agreement on the one hand and a specific annex on the other hand, the provisions of the specific annex(es) will take precedence.
- 2.8 Electronic communication between the Parties will be deemed to have been received on the day it was sent, unless proof to the contrary is furnished.

Article 3 Quotations and formation of the Agreement

- 3.1 Quotations and other offers made by Lab Digital are without obligation and should be regarded as an offer to form an Agreement, unless Lab Digital has indicated otherwise in writing.
- 3.2 Offers and quotations lose their validity four weeks after their date, unless otherwise indicated in writing.
- 3.3 The Client warrants that the details disclosed by it to Lab Digital, on which Lab Digital has based its offer, are correct and complete. If those details should prove not to be correct or complete, Lab Digital is entitled to modify the offer or Agreement.
- 3.4 An Agreement is formed by written confirmation (including email) from the Client of an unmodified valid quotation and/or offer made by Lab Digital.

Article 4 Performance of the Agreement and delivery

- 4.1 Lab Digital will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship and on the basis of the state of the art known at that time. The Agreement has the character of a duty to perform to the best of its ability, unless and to the extent that Lab Digital has explicitly promised a result in writing and the result in question is also described in the Agreement with sufficient certainty. Any agreements on a Service Level Agreement are only binding and only concern duties to achieve a result insofar as agreed in writing.
- 4.2 In the Agreement the Parties will determine the delivery term and delivery dates as well as the place and manner in which the Services will be delivered and/or provided. The duration of an assignment depends on various factors and circumstances, such as the quality of the data and information disclosed by the Client and the cooperation of the Client and relevant third parties. The aforementioned delivery terms are therefore not strict deadlines, unless the Parties have

explicitly agreed otherwise in writing. In the event that a delivery term or other term is exceeded, or is likely to be exceeded, the Parties will consult with each other as soon as possible in order to take suitable measures.

- 4.3 If it has been agreed that the Agreement will be performed in phases, Lab Digital is authorised to postpone the commencement of the Services that from part of a subsequent phase until the Client has approved the results of the prior phase in writing.
- 4.4 Lab Digital is not obliged to follow instructions that alter or add to the content or scope of the agreed Services; if such instructions are followed, the activities concerned will be paid in accordance with Lab Digital's usual rates and Lab Digital will notify the Client of this.
- 4.5 Lab Digital is entitled to have the Agreement carried out by third parties wholly or in part, or to engage third parties for the performance of the Agreement.
- 4.6 Services are deemed to have been accepted between the parties if the Client has not provided detailed written reasons for not accepting the Services within five (5) working days after delivery of the Services concerned. If these have not been accepted and it appears that the Services do not or not completely meet the agreed specifications, or that clear and recognisable characteristics that the Client could reasonably expect are missing, Lab Digital will replace or adapt the Services within a reasonable period of time, at the discretion of Lab Digital. If the Client again does not accept the Services, the Parties will go through the acceptance procedure again. This procedure will be repeated each time if, during the renewed acceptance test, the Client again demonstrates why the Services are not accepted.
- 4.7 The risk of loss, theft, misappropriation or damage to items of property, products, information/data, documents or programs created or used in the context of the performance of the Agreement passes to the Client when the Client or an auxiliary person, servant or agent of the Client has taken actual possession of the goods.

Article 5 Prices and terms of payment

- 5.1 All prices are exclusive of turnover tax (VAT) and other government levies.
- 5.2 Unless explicitly agreed otherwise, price indications, estimates, budgets and/or cost estimates issued by Lab Digital are merely for information purposes, and no rights or expectations may be derived from them. Only if the Parties have so agreed is Lab Digital obliged to inform the Client when a cost estimate or estimate will be exceeded.
- 5.3 The Parties will set down in the Agreement the date or dates on which Lab Digital will charge the fee for Services to the Client. In the absence of a specific arrangement, Lab Digital will invoice the fee for the Services to the Client on a monthly basis. The Client will pay invoices in accordance with the terms of payment stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days after the invoice date.
- 5.4 Agreed payment terms for the Client are mandatory. If the Client does not pay the amounts due on time, the Client will owe statutory interest on the outstanding amount without any demand or notice of default being required. If after a demand or notice of default the Client still fails to pay the claim, Lab Digital may refer the debt for collection, in which case the Client will be obliged to pay, in addition to the total amount due, all judicial and extrajudicial costs, including costs of external experts.
- 5.5 Lab Digital is entitled to retain and/or suspend Services which are still in the hands of Lab Digital if the Client fails to fulfil its payment obligation (in a timely manner), until the Client has fulfilled its

payment obligation, irrespective of whether the payment arrears relate to the Services which Lab Digital still retains and/or suspends or other Services.

- 5.6 During the term of an Agreement, Lab Digital is authorised to increase the prices for its Services each year with effect from 1 January in conformity with the price index figure for the preceding calendar year as published by Statistics Netherlands (CBS) (consumer price index for 'all households'), plus a maximum of fifteen percent (15%). Lab Digital is entitled to implement the cost increase at a later date if it finds this desirable from an administrative point of view.
- 5.7 Comments or complaints about invoices, bills and fee statements must be made known in writing within fourteen (14) days after receipt of the invoice, bill or fee statement concerned, failing which they will be deemed to have been accepted. Such complaints do not suspend the obligation to make payment.
- 5.8 Lab Digital is entitled to send the Client interim invoices and/or to invoice on the basis of advance payments, to offset or to require security for compliance by the Client.
- 5.9 The Client agrees to digital invoicing by Lab Digital.

Article 6 Changes to the assignment and/or extra work

- 6.1 The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or altered while the Agreement is still being performed. If the interim alteration affects the agreed remuneration, Lab Digital will notify the Client of this as soon as possible.
- 6.2 If on the basis of an alteration to the Agreement as a result of extra requests or wishes on the part of the Client Lab Digital must carry out extra work (additional work), this work will be charged to the Client on the basis of actual costs at the usual rates that apply at that time, unless explicitly agreed otherwise in writing.
- 6.3 Lab Digital is entitled to carry out this additional work without the Client's advance written permission to the extent that the costs entailed by this additional work are not more than ten percent (10%) of the originally agreed total payment.
- 6.4 If Lab Digital reasonably foresees that the costs of extra work are more than ten percent (10%), Lab Digital will inform the Client of this. In that case the Parties will consult to discuss the measures to be taken.

Article 7 Duties of the Client

- 7.1 The Client will ensure that all data and/or information that Lab Digital has indicated are necessary, or which the Client reasonably ought to understand will be necessary for the performance of the Agreement, including information about legislation or regulations to be complied with by Lab Digital that applies specifically to the Client's field of work, are disclosed to Lab Digital in good time and will cooperate with Lab Digital to the extent that the latter requires.
- 7.2 If data needed for the performance of the Agreement is not disclosed to Lab Digital in good time, Lab Digital is entitled to suspend performance of the Agreement and/or to charge to the Client the extra costs arising from the delay at the usual rates that apply at that time.
- 7.3 To the extent that in the context of the Agreement Lab Digital discloses user names and/or passwords, the Client is responsible for these user names and/or passwords and is entirely and independently liable for any misuse made of the user names or passwords, unless such misuse is the result of intent or gross negligence on the part of Lab Digital.

- 7.4 To the extent that Lab Digital discloses user names and/or passwords in the context of the Agreement, the Client is prohibited from disclosing these user names and/or passwords to third parties without Lab Digital's consent.

Article 8 Termination, premature termination and the consequences of these

- 8.1 An Agreement takes effect on the date stated in Article 3 for the period agreed in writing between the Parties and ends by operation of law on the date agreed by the Parties or when the provision of Services has been completed.
- 8.2 Unless explicitly agreed otherwise, Parties may not terminate the Agreement, entered for a definite period of time, prematurely.
- 8.3 Unless expressly agreed otherwise, the parties may terminate the Agreement, which is concluded for an indefinite period of time, in writing with due observance of a period of notice of one calendar month.
- 8.4 Each of the Parties is entitled to dissolve the Agreement wholly or in part if the other Party is declared bankrupt/insolvent or is granted a suspension of payments, as well as if the other Party's business is closed down or liquidated other than for purposes of reconstruction or merger of companies, or if the decisive control of the business of the other Party changes.
- 8.5 The Agreement may only be dissolved on the basis of attributable failure after a written notice of default has been sent that is as detailed as possible, with a reasonable term being set within which the failure can be remedied, unless these Terms and Conditions or the law provide otherwise.
- 8.6 If the Agreement is dissolved, anything that Lab Digital has delivered and/or carried out as well as the related payment obligation will not be undone unless the Client proves that Lab Digital is in default with regard to the material part of those services. Amounts invoiced by Lab Digital before dissolution in connection with anything Lab Digital has already properly performed or delivered in performing the Agreement will continue to be owed in full with due observance of the provision in the preceding sentence and will become immediately due and payable at the time of dissolution.
- 8.7 If the Agreement is dissolved, all rights granted to the Client will cease to have effect. The Client will no longer be authorised to make use of the Services.
- 8.8 Articles that, by their nature, are intended to continue to apply after the end of the Agreement will remain fully effective after the Agreement is terminated.

Article 9 IP Rights

- 9.1 Unless otherwise determined in the Agreement, all IP Rights to all the Services provided in the context of the Agreement, including the results of the Services, as well as to all other materials or information made available by Lab Digital will be vested exclusively in Lab Digital and/or its licensors. Nothing in these Terms and Conditions and/or the Agreement implies a transfer of IP Rights.
- 9.2 Unless otherwise agreed, the Client only acquires the non-exclusive and non-transferable right of use of the IP rights necessary to use the Services for the purposes set out in the Agreement and under the conditions set out in the Agreement.
- 9.3 The Client is not permitted to remove or alter any identifiers concerning IP Rights from the results of Services.
- 9.4 Lab Digital explicitly does not relinquish its personality rights referred to in section 25 of the Dutch Copyright Act (*Auteurswet*).

- 9.5 Lab Digital is permitted to use the Services and the materials used for the implementation of the Agreement, such as designs, drawings, films, software, files whether electronic or otherwise, reports, formats and interviews, for purposes of its own promotion and/or publicity, unless otherwise stipulated in the Agreement.
- 9.6 Lab Digital reserves the right to introduce technical protective measures into the Services. The Client is not permitted to circumvent these technical protective measures or to offer means to do so.
- 9.7 Lab Digital indemnifies the Client against legal action by third parties based on the allegation that the Services or parts thereof developed by Lab Digital infringe any IP Right currently in force in the Netherlands on the condition that the Client informs Lab Digital immediately in writing of the existence and the substance of the legal action and leaves the handling of the case, including effecting a settlement, entirely to Lab Digital. The Client will give Lab Digital any powers of attorney, information and cooperation necessary to defend itself against such legal action, if necessary in the name of the Client.
- 9.8 The above in Article 9.7 mentioned obligation to indemnify will not apply if the claimed infringement is connected with:
- (i) *materials made available to Lab Digital by the Client; and/or*
 - (ii) *changes the Client has made, or has had third parties make, to the Service.*
- 9.9 If it has been irrevocably established in court that the Services developed by Lab Digital itself infringe IP rights of third parties or if in the opinion of Lab Digital there is a reasonable chance that such infringement may occur, Lab Digital has the right, at its own discretion and at its own expense, (i) to obtain the right for the Client to continue to use the Services as agreed, (ii) to replace or change the Services in such a way that they no longer infringe, provided that their functionality remains substantially unchanged, or (iii), if the above options under (i) and (ii) are reasonably unenforceable, to terminate the Agreement and compensate the Client for the infringing Services, provided that the amount to be refunded does not exceed the total fee paid by the Client for the infringing Services less a reasonable user fee. Any other or further liability or indemnification duty of Lab Digital as a result of an infringement of the intellectual property rights of a third party is completely excluded.

Article 10 Privacy

- 10.1 If the Services involve the processing of Personal Data and Lab Digital qualifies as a processor within the meaning of the General Data Protection Ordinance (GTC), the Client and Lab Digital will conclude a processing agreement in accordance with Article 28 paragraph 3 AVG in which the processing of Personal Data by Lab Digital is arranged in accordance with the relevant regulations.
- 10.2 The Client indemnifies Lab Digital against all claims and demands of third parties, including but not limited to the Authority for Personal Data (and other supervisory bodies) and the data subjects, in connection with attributable failure of the Client to comply with this Article, the Processing Agreement as referred to in the Article. 10.1 and/or infringement by the Supplier of the AVG and related legislation (including the AVG Implementation Act).

Article 11 Confidentiality

- 11.1 The Parties will treat all information they obtain from one another in any form whatsoever - written, verbal, electronic or physical - including but not limited to software, code, source code, programs, applications, client details, know-how, technical specifications, documentation (“Confidential Information”) as strictly confidential and will keep it secret.
- 11.2 The Parties will only use the Confidential Information for the purposes for which it was disclosed and in doing so, they will observe at least the same duties of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees to the extent necessary in the context of the Agreement and its implementation.
- 11.3 The duties to maintain secrecy with regard to the Confidential Information will not apply to the extent that the Party that received the information can demonstrate that the information concerned:
- i) *was already known to it when it was received;*
 - ii) *was already publicly known when it was received or became publicly known after receipt and this is not attributable to the receiving Party;*
 - iii) *was received in a lawful manner from a third party along with the right to communicate it to the public, free of any duty to maintain secrecy;*
 - iv) *must be disclosed pursuant to legislation or regulations or pursuant to a court order and the disclosing Party has informed the other Party of such a duty to communicate it to the public (as far as permitted); or*
 - v) *was made public with the approval of the Party disclosing it.*

Article 12 Personnel

- 12.1 During the term of the Agreement as well as 1 (one) year after the end of the Agreement, the Client will only employ or otherwise use, directly or indirectly, employees of Lab Digital or other persons who are or have been involved in the performance of the Agreement on behalf of Lab Digital, with the prior consent of Lab Digital.
- 12.2 In the event of infringement of the provisions of Article 12.1 of one of the parties, this party will owe an immediately payable fine of EUR 25,000 (twenty-five thousand) per infringement, without prior notice of default being required and this without prejudice to the right of the other party to claim full compensation for the damage it has suffered as a result of the infringement.

Article 13 Liability

- 13.1 The total liability of Lab Digital on account of an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including a failure in the performance of a warranty duty under the Agreement, as well as the maximum compensation in connection with an indemnification under the Agreement, is limited to the compensation of direct damage suffered by the Client (as defined below) up to a maximum of the amount of the compensation stipulated for the performance of the Agreement, such that in the case of a continuing Agreement the stipulated compensation applies for one year, with a total maximum of EUR 500.000 (five hundred thousand euros).
- 13.2 Direct Damage is exclusively taken to mean:
- i) reasonable costs the Client would have to incur so for Lab Digital's performance to conform with the Agreement; however, this alternative damage will not be reimbursed if the Agreement is dissolved by or on the demand of the Client;
 - ii) reasonable costs incurred by the Client because it was necessary to keep its old system or systems and the associated facilities operational longer because Lab Digital did not deliver on a delivery date which was a binding deadline for it, less any savings that result from the deferred delivery;
 - iii) reasonable costs incurred to determine the cause and the scope of the damage, to the extent that this relates to direct damage in the sense meant in this Agreement;
 - iv) reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs resulted in a limitation of Direct Damage in the sense meant in this Agreement.
- 13.3 Any liability of Lab Digital for anything other than Direct Damage ("Indirect Damage"), including but not limited to consequential damage, loss and/or damage to data, loss of profits and loss of sales, is excluded.
- 13.4 The limitations referred to in the preceding paragraphs of this Article will not apply if and to the extent that the damage is the result of intent or wilful recklessness on the part of Lab Digital or its management ("own acts").
- 13.5 In all cases, Lab Digital is only liable on account of an attributable failure to perform the Agreement if the Client immediately and in the form of a proper written notice informs Lab Digital that it is in default, stating a reasonable term in which the attributable failure can be remedied, and after this term Lab Digital continues to fail attributable to perform its duties, except in the event of permanent attributable failure. The notice of default must comprise a description of the failure that is as complete and detailed as possible, so that Lab Digital is able to respond adequately.
- 13.6 The creation of any right to compensation is always conditional on the Client reporting the damage to Lab Digital in writing as soon as possible after it has come about. Any claim for compensation against Lab Digital will cease to exist simply by the passage of twelve (12) months after the claim arose.
- 13.7 The Client bears the full risk and responsibility for its use of the Services. Lab Digital does not accept any liability for the use made by the Client of the Services. The Client indemnifies Lab Digital against any claims of third parties arising from the Client's use of the Services.

Article 14 Force majeure

- 14.1 In the event of force majeure there is no attributable failure in the performance of the Agreement by the Parties.
- 14.2 Force majeure includes, among other things, disruptions in the supply of electricity, epidemics, pandemics, flu outbreaks, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of the Parties' suppliers, failure on the part of third parties enlisted by the Parties, disruptions in the internet connection, hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.
- 14.3 If the force majeure lasts at least thirty (30) days, the Parties are entitled to dissolve the Agreement without being obliged to reimburse any damage, to undo any work or to pay any compensation for such dissolution.
- 14.4 If Lab Digital can still perform in part at the time of the force majeure, or if it has performed, it is authorised to perform this service and to invoice it separately, as if it concerned a separate Agreement.

Article 15 Transfer of rights and duties

- 15.1 The Client may not transfer its rights and duties under the Agreement to a third party (including but not limited to its affiliated companies with which it forms a group within the meaning of Article 2:24b of the Civil Code and/or participates for more than 50%) without the prior written consent of Lab Digital. This provision has consequences for the right of ownership in the sense of Article 3:83 paragraph 2 of Book 3 of the Civil Code. The Client hereby gives its prior consent for any transfer of the rights and duties from this Agreement by Lab Digital to an affiliated company with which it forms a group within the meaning of Article 2:24b of the Civil Code and/or participates for more than 50%.

Article 16 Settlement and mediation

- 16.1 If a dispute between the Parties may not be resolved to their satisfaction, before submitting the dispute to a court it will be submitted to the Parties' authorised representatives to investigate the possibilities of a settlement, or to an independent mediator for mediation.

Article 17 Applicable law and competent court

- 17.1 These General Terms and Conditions are governed exclusively by Dutch law.
- 17.2 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 17.3 Any disputes that arise between Parties in the context of or in connection with this Agreement will exclusively be submitted to the competent court in the district of Central Netherlands ('Midden-Nederland').