General Terms and Conditions RealConnections

Dutch law applies to the agreement between parties.

The General Conditions RealConnections apply to this agreement. The General Conditions RealConnections are filed at the Chamber of Commerce under number 30238980 and can be downloaded at https://realconnections.nl/en/terms-and-conditions/. The General Conditions RealConnections will furthermore be sent on request. The applicability of purchase conditions or any other conditions from customer or from third parties is, therefore, expressly rejected by RealConnections. Customer explicitly declares to have received the General Conditions RealConnections and to accept the applicability General Conditions RealConnections.

I. Definitions in these General Terms and Conditions

1. "**RealConnections**": RealConnections B.V. (Chambers of Commerce no. 30238980).
2. "**General Terms and Conditions**": these general sales and delivery conditions.
3. "**Customer**": every (legal) entity/person that purchases a Product or Service of RealConnections; obtains a quotation and/or submits a price request.
4. "**Products**": Software (licences) that RealConnections offers as reseller of Software companies, including applications such as Zendesk, Microsoft 365, Okta, Aircall and various apps.
5. "**Services**": the (additional) services offered by RealConnections, such as integration and implementation of Products, providing support through service level agreements (SLA) and training.
6. **"Subscription**: an agreement between RealConnections and Customer with which a particular Product and/or Service is provided periodically, per month, per year or a multi-year period, depending on the terms of the Software Company, in exchange for payment by the Customer.
7. **"Software Company"**: company, such as Microsoft, Zendesk, Okta and/or Aircall that produces, distributes and sells various forms of software Products through among others, resellers, such as RealConnections.

II. Scope of these General Terms and Conditions

1. Unless otherwise agreed upon in writing, these General Terms and Conditions apply to all offers, quotations, agreements and/or other legal relationships between Customer and RealConnections.
2. RealConnections' quotations are valid for a period of 30 days.
3. If there are differences between the Customer's order and RealConnections' quotation, the quotation shall prevail.
4. Should any provision in these General Terms and Conditions be wholly or partially void, this shall not affect the validity and enforceability of the remaining provisions.
5. If these General Terms and Conditions have also been drawn up in a language other than Dutch, the Dutch version shall always prevail in case of any discrepancy.

III. Subscription - Delivery – Acceptance

1. Unless otherwise agreed upon in writing, Products and periodical Services are purchased via a Subscription.
2. Unless otherwise agreed upon in writing, Services are not included in the prices paid to purchase Products, and are charged separately as part of a Subscription.
3. The Services implementation, onboarding and migration are purchased on a monthly basis. Based on a realistic estimate, a number of months will be allocated to the implementation, onboarding or migration. If this estimate turns out to be different than estimated beforehand, a settlement will take place.
4. Unless agreed otherwise in writing, the Remote Expertise Service is purchased per month and invoiced in advance on the basis of current users.
5. Completion/delivery of Products will take place as soon as the quotation has been accepted by the Customer. RealConnections is entitled to request a down payment before authorising the use of the Products.
6. Products are provided by RealConnections (in)directly as a reseller of Software Companies. By signing the quotation, Customer agrees to the terms and conditions of the Software Company applicable to Products and Services of the Software Company. These terms and conditions declared applicable to these Products and Services in these General Terms and Conditions will, if available and at the request of Customer, be sent in the same format and language as received by RealConnections.
7. The execution periods stated by RealConnections for Services are purely indicative and will be observed by RealConnections to the best of its ability. Any delays in performance are not excluded and are accepted by Customer.
8. Customer shall give RealConnections access to all data necessary to enable RealConnections to perform or deliver Products and Services in the most ideal circumstances.
9. Any complaints about Products and/or Services delivered must be submitted to RealConnections in writing, with a detailed and motivated description, within 10 working days after delivery/performance, by default of which this right will be forfeited.
10. The start date for the Subscription will be determined in consultation between RealConnections and Customer. The contract period starting on the start date is tacitly renewed with the same period as agreed for the first period, unless the Customer or RealConnections terminates the Subscription in writing before the end date with due observance of a notice period of at least 30 days.

## IV. Liability

1. The total liability of RealConnections is, unless there is intent or wilful recklessness, limited to (1) either the total price of the purchased Products and/or Services stated on the invoices for a period of 12 months preceding the event of damage with a maximum of € 150,000 (one hundred and fifty thousand Euros), whereby a series of related events count as one event (2) or repair of the Products or reperformance of the Service(s) provided. RealConnections shall in any case not be obligated to compensate any consequential damage, loss of profit, missed savings, destruction or loss of files and/or data, damage caused by delay, suffered loss, damage due to business stagnation or claims of third parties against Customer.
2. RealConnections is insured. RealConnections is not liable for and will not compensate any damage than is covered and actually paid out by this insurance. RealConnections

contributes to this with RealConnections' deductible. If necessary, the Customer may ask RealConnections to present proof of such insurance.
3. Apart from the event mentioned in this article, RealConnections shall not be liable for any damages whatsoever, irrespective of the ground on which an action for damages would be based.

V. Prices – Price changes – Payment conditions

1. All prices quoted by RealConnections are exclusive of VAT, all kinds of taxes and any import duties applicable in the country of destination/receipt.
2. Unless otherwise agreed in writing, all invoices have a payment term of 14 days after date of invoice. The right to compensation, set-off or suspension is excluded.
3. RealConnections reserves the right to change its prices.
4. As far as current agreements and Subscriptions are concerned, RealConnections is entitled to change the applicable prices in case of change of one or more cost items (e.g. purchase price for Products and Services) and/or change of the exchange rate, and/or change of the Consumer Price Indices (CPI).
5. When Customers fails to pay or makes a late payment, it shall owe RealConnections all collection charges. Extrajudicial collection costs amount to 15% of the amount due with a minimum of € 175.- (one hundred and seventy-five euros) and will be charged to Customer at least in accordance with the Besluit vergoeding buitengerechtelijke incassokosten (BIK) (Extrajudicial Collection Costs Compensation Decree). In any event, interest, at a rate equal to the statutory commercial interest rate increased by 3 (expressed in %), will be charged monthly on the amount owed by Customer from the date on which Customer is in default. In case of late payment of a (partial) invoice for a Subscription, the Customer will immediately owe the total amount for the current Subscription for the full period and this amount will be due and payable to RealConnections.
6. All objections to RealConnections' invoices must be made in writing and in detail within 30 days after the invoice date.

VI. Force majeure

1. If, due to force majeure, performance of the agreement, including any legal and/or agreed guarantee obligation, is not possible, RealConnections shall be entitled to suspend its obligations in whole or in part as long as the force majeure continues.
2. Force majeure on the part of RealConnections means, inter alia: (i) force majeure of suppliers of RealConnections, (ii) failure to properly fulfil obligations of suppliers prescribed by Customer to RealConnections, (iii) defectiveness of goods, equipment, software or materials of third parties the use of which has been prescribed to RealConnections by Customer, (iv) government measures, (v) electricity failure, (vi) failure of internet, data network or telecommunication facilities, (vii) (cyber)crime, (cyber)vandalism, war or terrorism, (viii) general transport problems (ix)

import/export bans, (x) fire, wars, pandemics, lockdowns, epidemics, natural disasters, floods or water-related damages and (x) scarcity of raw materials.

3. Agreed delivery and execution deadlines shall be extended with the duration of the force majeure. If necessary, the parties shall agree on a new deadline in good faith.
4. If a period of force majeure lasts longer than 3 consecutive months, both the Customer and RealConnections shall be entitled to dissolve the agreement without owing any form of compensation.

## VII. Applicable law and Competent court

1. The conclusion, validity and performance of all agreements agreed between RealConnections and the Customer, and disputes arising therefrom, shall be governed by Dutch law.
2. All disputes shall exclusively be submitted to the District Court Midden-Nederland, place of session Utrecht (the Netherlands).
3. In these General Terms and Conditions the English language intends to describe Dutch legal concepts only and the consequences of the use of this language in English law or any other law shall be disregarded. In case of conflicts between Dutch legal concepts and the English translation thereof as used in these General Terms and Conditions the Dutch text, and its meaning thereof under Dutch law, will prevail. These General Terms and Conditions are a translation from the original Dutch version and the intention thereof is valid in any disagreement.