

Algemene Voorwaarden

PLEASE READ THESE TERMS CAREFULLY AS THEY, TOGETHER WITH THE FACILITEE TERMS OF USE AND THE PRIVACY POLICY REFERRED TO HEREIN, FORM A LEGALLY BINDING AGREEMENT (“AGREEMENT”). BY ACCESSING OR USING THIS SERVICE, YOU ARE AGREEING TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE.

Facilitee

General Terms and Conditions ServiceApp B.V.

This Agreement is entered into by and between ServiceApp B.V. (“Facilitee”) and the Customer subscribing to the Services (“Customer”).

Facilitee and Client are jointly referred to as the Parties and individually as the Party.

1. Definitions

Subscription means the package of Units, as included in the quotation, that the Customer purchases in order to use the Service. Subscription Period means the duration of the Agreement, starting on the Effective Date, between Facilitee and the Client.

Administrator(s) means persons authorized by the Customer to access and use the Service on behalf of the Customer, and who can provide other Users with access to the Service on behalf of the Customer (in principle, the Subscription includes one administrator account) .

Service (s) means the online, cloud-based software application(s), modules and content services that Facilitee provides to the Client via the internet. The specific applications, modules and content offered are described on the ‘Features’ page on the Facilitee website (www.facilitee.com).

Units means the number of movable and immovable property registered by the Customer in the Service.

Additional Units means the number of additional Units that the Customer adds to the Service during the Subscription Period, in addition to the Units already included in the Subscription.

Users are persons authorized by the Customer to access and use the Service, and to whom user identifications and login details have been provided by the Customer.

Terms of Use are the terms and conditions that Users agree to when using the Service (“*User Terms and Conditions Web Application Facilitee*”). These also apply to the Client and the Administrators.

Effective Date means the start date of the Subscription Period, as set out in the quote.

Customer data means all personal data or information of natural persons, such as, but not limited to, tenants and employees, which the Customer provides to Facilitee or enters into the Service.

Malicious Code means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Agreement means the relationship between the Client and Facilitee, consisting of the offer, these general terms and conditions, the User Terms and Conditions and the processing agreement. In the event that these documents conflict with each other, the following ranking applies, unless it explicitly follows from these documents that a different ranking applies: 1) the quotation, 2) these general terms and conditions, 3) the User Terms and Conditions and 4) the processing agreement.

2. The Service

2.1 Services. Subject to the terms of this Agreement, Facilitee will endeavor to make the Service available 24/7 during the Subscription Period to the Client and its Administrators and (other) Users via the internet, except for scheduled maintenance after written notice of at least 6 hours from in advance (and unscheduled maintenance performed outside normal business hours). The Customer must provide working equipment, working software and internet connection for access to the Service.

If Facilitee supplies part of the Service free of charge, Facilitee will make every effort to perform that part as well as possible and to make it available as often as possible. If Facilitee develops specific software for the Client without compensation, Facilitee will make reasonable efforts to do so, but Facilitee does not guarantee that it will be available quickly and/or at all times and/or that it will work without imperfections.

2.2 Customer Responsibilities. The Client is (i) responsible for compliance with this Agreement by its Administrators and Users, (ii) responsible for making commercially reasonable efforts to prevent unauthorized access to or use of the Service and to immediately notify Facilitee of such unauthorized access or use, (iii) responsible for the use and processing of Client Data in accordance with applicable laws and regulations and Facilitee’s Privacy Policy and (iv) bound to use the Service only in accordance with the terms of this Agreement and applicable laws and government regulations.

If individual consent is required for the collection, use, transfer or otherwise processing of Customer Data, including without limitation Customer Data subject to privacy laws and regulations, Customer is solely responsible for obtaining such consent. If a User withdraws his consent or does not agree with the Terms of Use, the Client will report this to Facilitee within 48 hours, so that this User will be removed from the system.

Customer shall not (a) make the Service available to anyone other than those authorized by the applicable Usage Limit, (b) not sell, resell, rent or lease, license or otherwise make the Service available to any third party, (c) disrupt the integrity or performance of the Service or any content therein, or (d) attempt to gain unauthorized access to the Service or its underlying systems or networks.

2.3 Third Party CRM Applications. Customer understands and agrees that the Service does not include a license for any third party CRM application.

2.4 Hosting Services. Facilitee or its hosting service providers will host the Service.

2.5 Additional Services. To the extent Customer requires additional products or services, such as modifications, program changes or additions, new modules (which add new functionality), new releases of new products (which have different names and functionality than the Service), professional services or professional advisory services, the Client can – insofar as Facilitee offers these services – order additional products and/or services that are mutually agreed upon by the Parties. Additional services (including but not limited to professional (advisory) services) can be provided by Facilitee or on behalf of the third parties engaged by Facilitee or by its partner Typeqast B.V., with the mutual consent of the Parties for additional fees.

3. Charges and Payment

3.1 Subscription Fees. The subscription fee to be paid for the Service is per month in arrears, based on the Customer's Subscription including the number of Additional Units added to the Service in the previous month. Unless otherwise stated in this Agreement, (i) fees are shown and payable in Euros and (ii) fees paid are non-refundable. The Customer can always add or remove Extra Units in the meantime, but cannot scale down the total number of Units further than initially included in the Subscription.

3.2 Measurement Additional Units. Facilitee monitors the use of the Service by means of a license usage meter. If the Client adds Extra Units to the Subscription at any time, then (a) the number of Units will automatically be increased by the number of Units added in the past month, (b) Facilitee will inform the Client of the new total number Units; and (c) Facilitee will invoice the Client for the difference between the subscription fees applicable to the Client increased by the price of the new Additional Units for the remainder of the Subscription Period (unless the Client scales down the

number of units). For the avoidance of doubt, all renewals will be billed at the number of Units in effect at the end of the previous Subscription Period. Facilitee will adjust the prices annually with inflation, based on the CBS consumer price index, 2015=100 (open data). Facilitee reserves the right to change its prices in the interim with a maximum price increase of 5%, whereby the Client is offered the option of terminating the Agreement within 30 days after becoming aware of the price increase if this would lead to a price increase of more than 5%. %.

3.3 Expenses. The Client will reimburse Facilitee for all costs incurred by Facilitee with the prior approval of the Client in the performance of the implementation or requested professional services, including but not limited to travel costs including meals, rental cars and accommodation, professional and programming services that may be required, such as secondary workers and other experts, as well as outside services such as programmers. Reimbursable statements, including receipts, will be provided to Customer together with the invoice to which they relate.

3.4 Billing and Payment. Fees are invoiced in advance in accordance with the agreed Subscription. The fees are due when fourteen (14) days have passed from the invoice date. All fees must be transferred in euros to the Facilitee bank account stated on the invoice. With each payment, the Customer will state the invoice number. If invoiced amounts are not received by Facilitee on the due date, Facilitee is entitled to charge 3% interest on the outstanding amounts from the date on which such payment was due until the date of payment. Notwithstanding anything to the contrary in this Agreement, and without limiting the remedies available to Facilitee, the Client shall be liable to Facilitee for all reasonable costs, including but not limited to collection and legal fees, associated with Facilitee's efforts to collect overdue invoice. These costs amount to € 375 or 15% of the last invoice amount, whichever is higher.

3.5 Suspension of Service. If any fee owed by the Client is thirty (30) days or more overdue, Facilitee may, without limiting its other rights and remedies, suspend the Service until such amounts are paid in full.

4. Intellectual Property Rights

4.1 Intellectual Property Rights. All intellectual property rights to and/or related to the Service (including the software application(s), modules and content services) and software and other materials made available to the Client are the exclusive property of Facilitee (and its possible licensors). No rights are granted or transferred to the Customer with respect to the Service, or the intellectual property rights therein, other than the use rights granted to the Customer in this Agreement and by mandatory law. The Customer is granted a right to use the Service, which is non-exclusive, non-transferable, non-pledged and non-sublicensable. The Customer hereby accepts the right of use and will pay the agreed fee for this.

4.2 Restrictions. Customer shall not at any time, directly or indirectly, and shall not allow any Administrator or User to (i) allow any third party to access or use the Service, except as permitted in these Terms and Conditions, (ii) copy, modify, remove or create derivative works based on the Service or the documentation accompanying the Service or this Agreement, any software or content of the Service, or any material made available, (iii) (any copy, rent, lease, lend, sell, license, sublicense, publish, frame, mirror, or otherwise distribute, reproduce, or disclose any portion of) the content of the Service or documentation, (iv) use reverse engineering, disassembling, decompiling any software component, decoding, modifying, or otherwise attempting to access the Service's programming, in whole or in part, or (v) access the Service in order to (a) buy a competing product or a building a competitive Service, or (b) copying, changing or extracting content, features, functions or images from the Service and/or Facilitee (including also including the name of Facilitee).

4.3 Feedback. Facilitee has the right (but not the obligation) to use or incorporate into the Service any suggestions, improvement requests, recommendations or other feedback from the Client, including Users, regarding the operation of the Service, without the Client having any can derive rights from.

4.4 Customer Data. The Customer remains responsible for the data that the Customer enters into the systems of the Service, including the Customer Data. The Customer also ensures that persons involved from whom the Customer Data originate, such as tenants and employees, are informed in advance about the processing of their personal data through the use of the Service and, if necessary, provides the correct consent for this. Facilitee has the ongoing right to use and disclose all Client Data in an anonymised, de-identified or aggregated form (including but not limited to the number of records in the Service, the number and types of transactions, configurations and reports processed in the Service and the performance results for the Service) ("Anonymized Data") both during and after the Subscription Period, to, among other things, share best practices and other data insights with its customers and otherwise improve the Service, but only as long as the Anonymized Data is not individually identifiable are. Customer is responsible for all (i) Customer Data submitted or contributed to the Service by Customer or Users, and (ii) Customer's use of such content, including but not limited to its legality, reliability, accuracy, and appropriateness of it.

5. Confidentiality

5.1 Confidential Information. "Confidential Information" means any confidential or business sensitive information disclosed orally or in writing by one Party to the other which is designated as confidential or whose confidential nature is reasonably apparent. Confidential Information does not include information that: (a) has been disclosed through no fault of the receiving party; (b) was in the rightful possession of the receiving party prior to disclosure; (c) is lawfully disclosed to the receiving Party

by a third party without restriction of disclosure or any breach of confidence; (d) is independently developed by the receiving party; (e) required by law to be disclosed; or (f) is anonymized, such as the Anonymized Data.

5.2 Protection of Confidential Information. Each Party agrees to (i) keep the Confidential Information of the other confidential for a period of three (3) years from the date of disclosure, (ii) exercise the same degree of care it uses to maintain the confidentiality of its to protect its own Confidential Information of a similar nature (but in no event less than reasonable care), and (iii) not to use or disclose such Confidential Information other than in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other party to its employees or consultants or partners who have a need for such Confidential Information in connection with the performance of this Agreement and who have agreed to be bound by confidentiality obligations similar to those contained in this article.

5.3 Protection of Customer Data. Without limiting the above, Facilitee will take and maintain appropriate administrative, physical and technical security measures to protect the security, confidentiality and integrity of Client Data as described in the data processing agreement and its privacy statement, which can be viewed on Facilitee's website.

5.4 Forced Disclosure. The receiving Party may disclose the other Party's Confidential Information if required to do so by law, provided that the receiving Party notifies the other Party in advance of any such forced disclosure (to the extent permitted by law) and provides reasonable assistance with costs of the Party, if the other Party wishes to contest the disclosure. If the receiving Party is required by law to disclose the other Party's Confidential Information as part of a civil proceeding to which the other Party is a party, the other Party will reimburse the receiving Party for reasonable costs of compiling and providing of secure access to such Confidential Information.

5.5 Obligations upon Termination. Upon expiration or termination of this Agreement, each Party shall: (a) immediately cease all use of the other Party's Confidential Information; and (b) within ten (10) calendar days of expiration or termination, confirm in writing to the other Party that it has permanently erased, destroyed or returned to the other Party the Confidential Information and all copies thereof on any media or in any shape whatsoever. Notwithstanding the foregoing, Facilitee may (i) retain Client Data for a period of thirty (30) days to fulfill its obligations, (ii) retain and use Anonymized Data in accordance with clause 4.4; and (iii) retain personal data if required to do so by applicable law, regulation, court order or any pending legal process. In addition, Facilitee's failure to return or destroy electronic copies of Client Data automatically generated through data backup and/or archiving systems shall not be deemed to be in violation of the provisions of this section, provided that

Facilitee backups and such backups are subject to all confidentiality obligations set forth herein.

6. Warranties

6.1 Warranties. Facilitee is entitled to license the Service to the Client and, to the best of Facilitee's knowledge, the Service does not infringe (intellectual property or other) rights of third parties. Facilitee does not guarantee that the Service is error-free and functions without interruptions. Facilitee will use its best efforts to correct errors (including programming errors, bugs and other causes that prevent the Service from functioning properly, "Errors") relating to the Service within a reasonable period of time, provided that the relevant Error is detailed and described in writing. In the event that a material Error remains unresolved for sixty (60) days or more, where there is no concrete prospect of a solution within the foreseeable future and of which the Customer is demonstrably experiencing serious adverse consequences, the Customer is entitled to terminate the Agreement.

7. Indemnification

7.1 Facilitee Indemnification. In the event of a third party claim, whether judicial or extrajudicial ("Claim") filed or brought by a third party against the Customer, alleging that the use of the Service by the Customer infringes the intellectual property rights of that third party, claiming damages, Facilitee shall indemnify the Client against any damages finally awarded to the Client by a court of competent jurisdiction or amounts agreed upon in settlement thereof with Facilitee in connection with such Claim. Facilitee's obligations under this paragraph only apply to the extent that: (a) the Client notifies Facilitee in writing of the Claim immediately, but no later than five (5) days after becoming aware of the Claim; (b) Facilitee, if it so desires, has full authority and control over the defense and all related settlement negotiations relating to the Claim; (c) Client provides Facilitee (in full and with the necessary urgency) with the assistance and information reasonably necessary to carry out the above and (d) Client has fulfilled all its obligations under the Agreement in a timely and complete manner. In no event shall Facilitee have any obligation or liability under this paragraph for any Claim if – or to the extent – it is caused by, or results from: (i) the combination, operation or use of the Service by Customer with software or other material not provided by Facilitee, (ii) any modification of the Service by the Client, (iii) the continued (alleged) infringing activity of the Client after being notified or having received instructions or an update that would have prevented the alleged infringement, or (iv) the acts or omissions of any person or entity other than Facilitee. Facilitee's liability is fully limited as described in Article 8 of these General Terms and Conditions.

7.2 Remedy for Breach. In the event that use of the Service under this Agreement infringes any rights of a third party or Facilitee suspects that use of the Service infringes a third party, Facilitee may, at its sole discretion and discretion, modify the

Service so that it does not infringe the rights of this third party, whereby the renewed service is substantially functionally equivalent to the Service, or, if such an adjustment is not commercially viable for Facilitee, terminate this Agreement without being obliged to pay any compensation to the Client.

7.3 Indemnification by the Customer. The Client agrees to indemnify Facilitee against any Claims made or brought against Facilitee by a third party alleging that the Client Data or any other information provided by the Client to Facilitee in connection with the Service infringes or violates with the intellectual property, privacy or other rights of any third party and to indemnify Facilitee against any liability for damages ultimately awarded to Facilitee or amounts agreed to settle in connection with such Claim. The Client's obligations under this section only apply to the extent that: (a) Facilitee notifies the Client in writing of the Claim immediately, but no later than thirty (30) days after becoming aware of it and (b) the settlement of a Claim does not take place without prior consultation of the Client by Facilitee, without prejudice to Facilitee's right to reach a settlement from fourteen (14) days after that consultation (irrespective of the outcome thereof). In this article, Facilitee also includes third parties engaged by it and/or its directors and employees.

7.4 Service Interruption. Facilitee is not responsible for any delay or interruption of the use of the Service by the Client, including any resulting damages, caused by a Claim covered by this section.

8. Limitation of Liability

8.1 Liability Facilitee. Facilitee's total liability due to attributable shortcomings in the fulfillment of the Agreement or on any legal basis whatsoever, expressly including any shortcoming in the fulfillment of a guarantee or indemnification obligation agreed with the Client, is limited as elaborated in this article.

8.2 Direct Damage. Facilitee is only obliged to compensate direct damage, such as replacement costs, which is directly caused by the non-compliance with its obligations under this Agreement, up to a maximum amount of the fees invoiced to the Client up to that point. If the term of the Agreement is more than 12 months, the amount of the damage to be compensated will not exceed the amounts invoiced to the Customer in the 12 months prior to the event causing the damage. Under no circumstances will Facilitee's liability for direct damage, on whatever legal basis, exceed the amount paid out by the insurer for the claim, or – if the insurer has not paid compensation, an amount of EUR 5,000 .

8.3 Indirect damage excluded. Liability of Facilitee for indirect damage such as, but not limited to, lost profit, loss suffered, missed savings, reduced goodwill, reputational damage, damage due to business interruption, damage as a result of claims from customers of the Client, damage related to the use of items, materials or

software of third parties prescribed to Facilitee and damage related to the use of suppliers prescribed by the Client to Facilitee are excluded.

8.4 Willful intent or willful recklessness. The exclusions and restrictions referred to in Articles 8.2 and 8.3 lapse if and insofar as the damage is the result of intent or willful recklessness on the part of Facilitee's management.

8.5 Notice of default. Unless compliance by Facilitee is permanently impossible, Facilitee's liability due to an attributable shortcoming in the fulfillment of the Agreement only arises if the Client immediately gives Facilitee written notice of default, setting a reasonable term for remedying the shortcoming, and Facilitee also after that term imputably continues to fail in the fulfillment of its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Facilitee can respond adequately.

8.6 Complaint duty. A condition for the existence of any right to compensation is always that the Client reports the damage to Facilitee in writing as soon as possible, but no later than within five (5) days after discovery thereof. Any claim for compensation against Facilitee lapses by the mere lapse of 12 months after the claim arose, unless the Client has already claimed compensation before the expiry of that term.

8.7 Restrictions on Enabled Third Parties. The provisions of this article, as well as all other limitations and exclusions of liability referred to in these general terms and conditions, also apply to the benefit of all (legal) persons (and directors) used by Facilitee in the performance of this Agreement.

8.8 Customer Liability. Any liability of the User towards Facilitee does not detract from the liability of the Client. Facilitee reserves the right to address all parties .

9. Duration and Termination

9.1 Duration of the Agreement. Unless otherwise specified, this Agreement is effective on the Effective Date and is for the agreed duration. If nothing has been agreed about the duration of the Agreement, it will be valid for 12 months ("Initial term"). In all cases, the term of the Agreement is tacitly extended each time by a period of 12 months ("Extended Term"), unless one of the Parties terminates the Agreement in writing with due observance of a notice period of three months. If the Parties have agreed on the possibility of early termination in the quotation, the Customer is obliged to reimburse 90% of the costs until the end of the Initial term or the Extended term (depending on the moment of termination).

9.2 Termination by Facilitee. In the event that the Client fails to fulfill one or more of its obligations under this Agreement or fails to do so on time and/or acts unlawfully towards Facilitee, including repeated violations of the Terms of Use, Facilitee is entitled to suspend its obligations or terminate this Agreement immediately. without

prejudice to its right to compensation and any legal obligations to give notice of default.

9.3 Suspension. Notwithstanding anything to the contrary in this Agreement, Faciltee may temporarily suspend the Customer's and/or an Administrator's access to part or all of the Service if:

(i) Faciltee determines or reasonably suspects that:

(A) the Client's use disrupts the Service or poses a security risk to Faciltee or to any other client or supplier of Faciltee;

(B) Customer, or any Administrator or User, uses the Service in violation of this Agreement; or

(ii) a supplier of Faciltee has suspended or terminated its relationship with Faciltee, as a result of which Faciltee is temporarily unable to give the Client access to the Service. In such a case, Faciltee will endeavor to inform the Client in writing of the suspension and provide updates on the (possible) resumption of access to the Service by the Client.

9.4 Immediate Termination. This Agreement may be terminated by either Party with immediate effect if the other Party ceases its normal business operations, is granted a suspension of payments, becomes the subject of a bankruptcy or filing for bankruptcy, is liquidated or terminated other than for the purpose of reorganization, reconstruction or merger of companies. Faciltee is also entitled to terminate the Agreement immediately if a supplier of Faciltee has terminated its relationship with Faciltee, as a result of which Faciltee can no longer reasonably give the Client access to the Service.

In these cases, Faciltee is not obliged to refund any monies already received or to pay compensation. In these cases, the right to access and use the Service also ends by operation of law.

9.5 End of use by User. In the event that access to the Web Application is denied to a User, a copy of the contents of the User's account will be provided to the Customer for its own records at the request of the Customer. If the Client does not make such a request to Faciltee within four (4) weeks, Faciltee will delete the account and the associated data.

10. Sending e-mail messages via the Service

10.1 Spam. Under no circumstances may the Customer use the Service to send spam. As used herein, "spam" means (a) unsolicited commercial email sent to a recipient who has not provided his/her email address directly to the sender, or sent to

a recipient who would have no reasonable expectation to receive email from the sender, or who has entered their email address on an authorized list to avoid receiving unsolicited communications, or (b) any email advertising unauthorized or illegal activity, or (c) any electronic message that is sent to email addresses provided by a third party. The Client accepts all liability for, and agrees to indemnify and hold harmless Facilitee from and against all third party claims, damages and other liabilities arising in connection with or as a result of sending spam via the Service. Nothing in Clause 10.2 limits or detracts from Customer's general obligations as set out in Clause 10.1 above.

10.2 Recipient deregistration option. All emails sent by or on behalf of the Customer through the Service must contain a built-in unsubscribe link. Clicking on unsubscribe links in the Service will mark a contact email address in Customer's database as an "Opt-Out" and prevent future emails being sent to that contact email address. sent. Customer will delete all contacts who have elected to unsubscribe via email within forty-eight (48) hours of receipt of the written request, or sooner if required under applicable law.

11. General Provisions

11.1 Force majeure. Neither Party is in default if the non-compliance with any (warranty) obligation under the Agreement is caused by force majeure. Force majeure on the part of Facilitee should be understood to mean, among other things, (i) the failure to properly fulfill obligations of suppliers of Facilitee, (ii) defective goods, equipment, software or materials or services of third parties prescribed by the Client to Facilitee , (iii) government action, (iv) power failure, (v) failure of internet, data network or telecommunication facilities, (vi) cyber crime, cyber vandalism, war and terrorism and (vii) general transportation problems. If the delay or non-performance of a Party continues for a period of sixty (60) days or more, the other Party may terminate this Agreement without obligation to pay (damage) compensation.

11.2 Relationship between the Parties. Parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

11.3 Notices. Unless otherwise specified in this Agreement, all notices, consents and approvals shall be in writing and delivered to the addresses listed on the first page of the Agreement and shall be deemed given upon: (i) personal delivery, (ii) the second working day after overnight delivery, (iii) the first working day after sending by e-mail, always with proof of receipt.

11.4 Voidability or Nullity Provisions. If any provision of this Agreement is void or voided, the remaining provisions shall remain in full force and effect. The voided or

void provision will be replaced by a new provision that reflects the purport of the original provision as closely as possible.

11.5 Transfer. The Client may not assign, sublicense or transfer this Agreement, the Service, any right to maintenance and/or support, or any rights or obligations hereunder, without Facilitee's prior written consent. Facilitee may terminate this Agreement in the event of any such attempted transfer or sublicense upon written notice to Customer.

11.6 Applicable Law. This Agreement, and all disputes arising out of or related to it, shall be governed exclusively by Dutch law (with no conflict of laws applicable). The court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to adjudicate in the first instance any dispute arising out of or related to this Agreement.

Version 03/2023