

## Amphora's General Terms and Conditions

The following terms and conditions are legally binding, as far as no other written agreements exist, and are recognized by the licensee when an order is made. Differing terms and conditions of the licensee are generally not recognized. The terms and conditions of Amphora also apply to follow-up transactions without further notice. Any subsidiary agreements, modifications, and amendments to the contract are only valid if they are confirmed in writing by Solico Projects B.V.

### 1. Definitions

In these terms and conditions, the terms listed below have the following meaning:

- 1.1. Supplier: The term "Supplier" refers to Solico Projects B.V., the entity responsible for providing the Product, including the calculation software Amphora, calculation modules, user manuals, and technical support. It includes the entity, its legal representatives, its Employees and the third parties it has engaged for the performance of its obligations.
- 1.2. Licensee: The term "Licensee" refers to the individual or entity who is granted the legal right to use the software, including all its associated components, under the terms and conditions specified in this agreement.
- 1.3. Product: The term "Product" or "Software" collectively refers to the calculation software Amphora, including all its associated calculation modules, user manuals, and technical support provided by Solico Projects B.V.
- 1.4. Privacy Policy: The "Privacy Policy" of Amphora, made separately available on the Website, which applies to Amphora's processing of the licensee's personal data and is in accordance with the applicable laws and regulations.

### 2. General

- 2.1. Solico Projects B.V. is entitled to revise these terms and conditions from time to time. The amended terms and conditions enter into effect on the date mentioned in the message in which Solico Projects B.V. announces the amendments. The amended terms and conditions will apply to Solico Projects B.V. Agreements that are concluded after the aforementioned amendment.
- 2.2. These terms and conditions have been drawn up in different languages. If there is a difference of opinion about the content or purport of these terms and conditions, the English text will be binding.

### 3. Orders

- 3.1. The Software's subscription must be made in writing via the provided documents.
- 3.2. Access to the Software shall be granted and made accessible to the Licensee no later than 10 days following the receipt and successful payment of the subscription fee.

### 4. Validity

- 4.1. This License shall remain in effect for the full term of use of the Product, subject to the Licensee's compliance with the terms and conditions set forth in this agreement.

### 5. License Grant

- 5.1. The Supplier grants the Licensee a non-exclusive, non-transferable license to use the Software solely for the Licensee's personal or internal business purposes, in strict accordance with the terms and conditions set forth in this agreement.
- 5.2. The Licensee expressly agrees not to sublicense, distribute, rent, lease, or sell the Software or any part thereof to any third party. The Licensee shall not grant any rights or access to the Software to any external entity without prior written consent from the Supplier. Any attempt to sublicense, distribute, rent, lease, or sell the Software without proper authorization may result in immediate termination of the license and could lead to legal actions for breach of contract and infringement of the Supplier's rights.

- 5.3. If the Licensee provides a third party with the unauthorised use of the Software as referred to in Article 5.1 and 5.2 of these terms and conditions, the Licensee remains liable for payment of the agreed fee for both its own use and the unauthorised use of that third party, without prejudice to the right of the Supplier to recover these fees directly from that third party, notwithstanding the Supplier's other rights.

## **6. Intellectual Property**

- 6.1. The Software and all related intellectual property rights are and shall remain the exclusive property of the Supplier.
- 6.2. The Licensee acknowledges that the Licensee does not acquire any ownership rights in the Software by using it.

## **7. Restrictions on Use**

- 7.1. The Licensee shall not translate, reverse engineer, decompile, or disassemble the Software. The Licensee understands and agrees that any such unauthorized actions may result in violations of intellectual property rights and other legal rights associated with the Software.
- 7.2. The Licensee shall not modify, adapt, translate, or create derivative works based on the Software.
- 7.3. The Licensee shall not remove, alter, or obscure any copyright, trademark, or other proprietary notices incorporated in or accompanying the Software. The Licensee acknowledges the Supplier's rights in the Software, including its intellectual property, and agrees not to tamper with or remove any indications of the Supplier's ownership and rights. Any unauthorized modification or removal of such notices may result in legal action taken by the Supplier to protect its intellectual property rights.

## **8. Data Protection and Privacy**

- 8.1. The Supplier may collect and process personal data in accordance with the provisions outlined in the Privacy Policy. The Licensee expressly consents to the collection, processing, and handling of their personal data as described in the Privacy Policy.
- 8.2. The Licensee shall adhere to all applicable data protection laws and regulations concerning the use of the Software.
- 8.3. Unless expressly provided in the Software Agreement or insofar as can be reasonably necessary to enable the Supplier to perform its obligations, the Supplier will not examine the data that the Licensee placed with the Supplier and will not make data available to third parties, unless it is obliged to do so pursuant to the law, regulations, a judicial order, or by government decision, except for the parties mentioned in the privacy policy.
- 8.4. The Supplier may access, aggregate and use non-personally identifiable Customer Data; these data will in no way identify the Licensee or any other individual. The Supplier may use these data to:
  - i. Help it better understand how its customers use the Software Services;
  - ii. Provide its customers with more information on the use and benefits of the Amphora Services;
  - iii. Improve business productivity, including by creating useful business insights from aggregated data that allow customers to benchmark their business performance against such aggregated data; and
  - iv. Otherwise improve Amphora Services.

## **9. Confidentiality**

- 9.1. Neither of the Parties will disclose Confidential Information received from the other Party or use it for any purpose other than:
  - i. The purpose for which the Confidential Information is provided; and/or
  - ii. The performance of obligations or the exercise of rights pursuant to the Software Agreement.
- 9.2. Both Parties shall take all reasonable measures to comply with their confidentiality obligations. They further warrant that their respective employees and any third parties they engage will also comply with these confidentiality obligations.
- 9.3. The term "Confidential Information" does not include information that:
  - i. Becomes publicly known through sources other than the actions or omissions of the receiving party;
  - ii. Was lawfully possessed by the receiving party before its disclosure;
  - iii. Is lawfully disclosed to the receiving party by a third party without any confidentiality restrictions;
  - iv. Is lawfully disclosed to the Supplier by a third party without any confidentiality restrictions.
  - v. Is independently developed by the receiving party, as evidenced by written records; or
  - vi. Is required to be disclosed by law, a court of competent jurisdiction, or a regulatory or administrative body.
- 9.4. The Supplier shall treat the Confidential Information of the other Party with strict confidentiality and shall not make it available to any third party, except for the parties mentioned in the privacy policy, or use it for any

purpose other than providing the subscription services and granting authorized access to the subscription services in accordance with the terms of the subscription and these conditions, except as explicitly permitted under Article 9.3.

## **10. Warranty and Disclaimer**

- 10.1. The Software is provided "as is" without any warranties or representations of any kind, whether express or implied.
- 10.2. The Supplier does not warrant that the Software will be error-free, uninterrupted, or free from viruses or other harmful components. The Licensee acknowledges and agrees that the use of the Software may involve inherent risks, and the Supplier shall not be held responsible for any adverse consequences arising from such risks.
- 10.3. The Licensee accepts all risks associated with the use of the Software.

## **11. Limitation of Liability**

- 11.1. The Supplier, its legal representatives, its Employees and the third parties it has engaged for the performance of its obligations, can only be held liable for direct property damage or physical injury resulting from wilful misconduct or gross negligence on the part of the Supplier, its legal representatives, its Employees and the third parties it has engaged.
- 11.2. The Supplier shall be held liable solely for the detrimental consequences arising from circumstances that would reasonably be attributed to the Supplier's responsibility and/or within the scope of the Supplier's area of risk.
- 11.3. The Supplier shall not be liable for any design realized by or on behalf of the Licensee by third parties, nor for the specifications of materials or calculations and/or dimensions presented with this design, or for materials and/or calculations prescribed by the Licensee.
- 11.4. The Supplier shall not be liable for any loss arising due to the Software failing to comply with statutory or other government requirements set for the use of the Software.
- 11.5. To the maximum extent permitted by law, the Supplier shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the use or inability to use the Software.
- 11.6. The Supplier is not liable for any damage of any nature suffered by the Licensee:
  - i. In connection with the temporary unavailability, incorrect or incomplete availability of the Software;
  - ii. In connection with the failure to function or the improper functioning of software of the Licensees or Third-Party Services, of the equipment of the Licensee, Supplier or third parties, or of internet connections of the Licensee, the Supplier or third parties; and/or
  - iii. That was created due to or in connection with changes, work and such to the products, services and/or Software provided by the Supplier, if these have been installed or performed in conflict with the Software Agreement or these terms and conditions.
- 11.7. If the Supplier's liability is established, under no circumstances shall the Supplier's total liability exceed the current monthly/yearly subscription fee paid by the Licensee for the Software, exclusive of VAT, limited to the specific period during which the issues or problems occurred.
- 11.8. The Supplier shall not be held liable for any loss resulting from goods delivered to the Supplier by third parties and subsequently passed on by the Supplier.
- 11.9. The Licensee explicitly undertakes to indemnify the Supplier against every claim of third parties for compensation relating to the use of the Software and shall be liable for all costs resulting therefrom.
- 11.10. The Supplier shall not be liable for mistakes resulting from calculation errors or user error in the use of the Software. The software is a tool meant for use by experienced engineering professionals.
- 11.11. The Software can never be perfect or 100% free of defects, and not all defects can or will be remedied. The Software is provided to the Licensee in the condition it is in on the date of delivery ("as is").
- 11.12. The Supplier shall not be liable for consequences of force majeure. Force majeure includes, inter alia: fire, work strike or lock-out, war, state of seizure, mobilization, riot, government measures, which entail that the delivery of the products or the execution of the accepted work is prohibited or impeded, flooding, inclement weather, disruption of operations both in our business and in the businesses of our suppliers, including all circumstances which make normal business activities impossible, including late delivery of the Software.

## **12. Invoicing**

- 12.1. Invoicing is conducted digitally, and the Licensee shall receive invoices in the form of PDF files via e-mail. Unless explicitly agreed otherwise in writing, all invoices must be settled within a period of thirty (30) days from the date of the invoice, without any deductions, discounts, or set-offs. Payment shall be made via a transfer to an account designated by the Supplier or in cash at the Supplier's office.

- 12.2. The Supplier shall maintain all offers for a maximum period of sixty (60) days from the date of the offer, unless the offer explicitly specifies a longer or shorter term. The Supplier retains the right to revoke any verbal or written offers at any time, without providing a reason.
- 12.3. Each offer and agreement shall be considered in its entirety, and no partial acceptance or modification shall be accepted without the Supplier's express written consent.
- 12.4. In the event of delayed payment of invoices, withdrawal of direct debit mandate without valid reason or if the payment cannot be processed for reasons not attributable to the Supplier, the Licensee shall be liable for all collection costs, both judicial and extrajudicial, incurred due to the delay. Extrajudicial collection costs shall be applicable to the Licensee, even if the Supplier engages a third party to recover the outstanding debt. The extrajudicial collection costs shall amount to 15% of the outstanding amount, increased by applicable interest, with a minimum of 150 euros.
- 12.5. The mere fact that the Supplier has enlisted the assistance of a third party to collect the debt confirms the extent of the obligation to pay the extrajudicial costs as mentioned in the preceding paragraph.

### **13. Returns**

- 13.1. Returns are not accepted. However, in exceptional cases where extenuating circumstances warrant an exception to this policy, the customer may contact the Supplier to initiate a discussion for the possibility of reaching an agreement. Such request for an exception must be communicated to the Supplier within a period of two weeks from the date of the original purchase. The Supplier reserves the right to determine, at its sole discretion, whether to grant any such exceptions or agreements.

### **14. Suspension, dissolution and termination**

Supplier may terminate this Agreement at any time without notice if:

- 14.1. The Licensee fails to comply with any provision of this Agreement.
- 14.2. In the event that the Licensee fails to fulfil any obligation arising from this Agreement or any other contract with the Supplier, fails to fulfil such obligations in a timely manner, or fails to fulfil them properly, and in cases where the Licensee undergoes bankruptcy, moratorium, cessation, or liquidation of its business, such actions shall be deemed to be a legal default. In such circumstances, the Supplier shall have the right, without any notice of default and/or judicial intervention, to either suspend the performance of the contract or to terminate it in whole or in part, solely at the Supplier's discretion. The Supplier shall not be bound to pay any compensation or provide a guarantee, and such actions shall be without prejudice to the Supplier's right to seek full compensation.
- 14.3. In the situations described in the preceding paragraph, all claims against the Licensee shall become immediately due.
- 14.4. Upon termination, the Supplier will cease all Licensee's access to the Software.

### **15. Updates and Changes**

- 15.1. The Supplier reserves the right to periodically release updates or new versions of the Software.
- 15.2. The Supplier retains the sole discretion to modify or alter the features, functionality, or availability of the Software without prior notice to the Licensee.
- 15.3. The Supplier may, at its discretion, choose to discontinue support for older versions of the web-based software.
- 15.4. The Supplier reserves the right to update subscription fees, pricing plans, or billing cycles for the Software.
- 15.5. The Supplier shall use reasonable efforts to notify the Licensee of significant updates or changes to the Software through email notifications, announcements on the web-based software platform, or updates to the software's documentation.

### **16. Continuity**

- 16.1. The Software subscription shall be subject to automatic renewal for subsequent billing periods.
- 16.2. The Supplier shall provide the Licensee with advance notification of the upcoming subscription renewal. For annual subscriptions, the Supplier will send an email with the new invoice one (1) month before the renewal date. For monthly subscriptions, the Supplier will send the Licensee an invoice two (2) weeks before the renewal date.
- 16.3. The Licensee may choose to opt-out of automatic subscription renewal by submitting a written request to the Supplier at least ten (10) days before the subscription renewal date.

16.4. In the event the Licensee requests the cancellation of the automatic subscription renewal within the stipulated timeframe, the Supplier shall promptly process the cancellation and cease the renewal for subsequent billing periods.

**17. Upgrades and Downgrades**

17.1. In the event that the Licensee requests an upgrade to a higher subscription plan, the subscription fees applicable to the new plan shall take effect immediately from the date of the upgrade.

17.2. Should the Licensee request a downgrade to a lower subscription plan, the subscription fees for the new plan shall apply starting from the commencement of the new billing cycle that follows the year/month in which the downgrade takes place.

**18. Support**

18.1. "Amphora Support (Services)" refers to the entitlement to receive support for the use and functioning of the Software. The Licensee or one of its authorized Employees may submit inquiries via the Amphora e-mail platform, and the Supplier may provide additional support through telephone communication.

**19. Applicable Laws**

19.1. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

19.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the court in Breda NL.

19.3. The Licensee shall bear all costs associated with legal proceedings, including, but not limited to, actual expenses incurred by the Supplier for lawyers, bailiffs, and translators. Such costs shall be fully payable by the Licensee in the event that the Licensee is the prevailing party in such proceedings, either wholly or predominantly unsuccessful.

By using the Software, the user acknowledges to have read and understood this Agreement and agree to be bound by its terms and conditions.