

Terms and Conditions

These Terms and Conditions (the "**Terms and Conditions**" or "**Terms**") shall be applicable to all legal relationships and create a binding agreement between you (either an individual or an entity) (the "**Customer**") and SafeSize B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its registered address at Landdrostdreef 124, 1314 SK Almere, the Netherlands, registered in the Chamber of Commerce (KvK) under number 61772968 ("**SafeSize**"), unless the applicability of these Terms is excluded or restricted by law, regulations or written agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following terms have the following meaning:

Agreement – the SOF and these Terms constitute the Agreement between the Customer and SafeSize;

Brand Features – all trademarks and other source identifiers that are used in or relate to a party's business;

Content – information, including files, pages, data, works, images, photographs, illustrations, audio clips, email, text, pictures, sound, graphics, video and other data provided by the Customer to SafeSize pursuant to the Agreement;

Customer – the legal entity or individual ("you") that has signed the SOF. The Customer may or may not be the Retail Store who may be the recipient of the Services;

Force Majeure, Force Majeure Event – means an unforeseeable event beyond the control of a party, such as acts of God, acts of war, or casualties which prevents such party from fulfilling its obligations;

Hardware – any device related to foot(wear) analysis provided by SafeSize, including foot scanners, pressure plates, 3D scanners and their components specified in the Agreement;

IPR – all intellectual and industrial property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including copyright and related rights,

databases, trade names, trademarks, patents, confidential information, know-how, trade secrets, designs and utility models;

Implementation Date – the date of Hardware shipment, unless otherwise stated in the SOF. The Implementation Date will be confirmed by SafeSize.

Platform – the platform managed and used by SafeSize to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services, and the computer hardware on which that application, database, system and server software is installed;

Retail Store – the physical and/or online store that may be the recipient of the Services in accordance with the Agreement. The Retail Store may or may not be part of the same legal entity as the Customer;

Services – the services provided by SafeSize, including the Hardware, Software and Platform, shoe scanning services, footwear recommendation, customization services and any other services specified in the SOF, which will be made available by SafeSize to the Customer and/or Retail Store in accordance with these Terms;

Services Order Form, SOF – the services order form submitted by SafeSize and (electronically) signed by the Customer, determining, among others, the Services that will be provided;

Software – any software and its components used by SafeSize as a part of, or in order to provide the Services;

Support Request – has the meaning defined in article 5.2 of the Terms;

Terms and Conditions, Terms – these terms and conditions;

Territory of Use – the territory within which SafeSize grants the Customer and/or Retail Store the right to use the Services, as defined in article 8.1 of the Terms and the "Territory" section of the SOF;



Working Day – any calendar day other than Saturdays and Sundays and any other days on which banks are not open for ordinary business in the Netherlands;

Working Hours – SafeSize normal business hours (9.00 – 17.00 CET).

1.2 Unless stated otherwise or required by context, the following principles apply for the interpretation of these Terms:

- i. the singular includes the plural and vice versa, the words "include", "including" and "includes" are deemed to be followed by the words "without limitation";
- ii. headings are for convenience only and do not affect the interpretation of these Terms;
- iii. references to "writing" include only letters (by registered courier) and e-mail.

2. SERVICES ORDER FORM, RETENTION OF TITLE

2.1 The Customer can order Services (e.g. for Retail Stores) via a SOF. For each order, SafeSize will provide the Customer with a separate SOF, which will be signed by the Customer.

2.2 A SOF is only binding after transmitted by SafeSize and (electronically) signed by the Customer.

2.3 The intended performance of a SOF or other agreement is specified therein. Modifications, amendments or deviations to a SOF or other agreement are only binding when entered into in writing.

2.4 Hardware can be leased (via financial leasing, called "Hardware Subscription" in the SOF) or purchased via a SOF: and will correspondingly become the Customer's property at the end of the lease term subject to full payment of the entire amount of Hardware subscription fees (for financial leasing) or after full payment of the Hardware purchase price agreed in the SOF ("retention of title").

2.5 The Customer may only use a quotation, draft SOF or draft agreement to determine whether it will enter into an agreement with SafeSize. If no agreement is entered into, SafeSize remains the sole right holder in regard to the contents of it, with the exception of any information of the Customer.

3. USE OF SERVICES

3.1 The Customer is only permitted to use the Services at the agreed location (e.g. a Retail Store) for their own customers for footwear recommendation purposes as described in the Agreement.

3.2 The following applies to the use of Hardware:

- i. the Customer is responsible for installing the Hardware upon delivery following the relevant guidelines provided by SafeSize;
- ii. relocation of the Hardware by the Customer within the same Territory of Use requires prior written notice to SafeSize. Without prior written notice, the Hardware might not be able to operate properly which is at the Customer's own risk and responsibility; relocation of the Hardware by the Customer outside the Territory of Use requires prior written consent of SafeSize.
- iii. the Customer will not use any third-party software to operate the Hardware.

3.3 The following applies to the use of Software:

- i. SafeSize provides its Software as a service ("SaaS") for use with the Hardware;
- ii. the Customer needs to register a SafeSize account in order to access and use the Software. The Customer is fully responsible for providing accurate, complete and up-to-date registration information as well as keeping their account information confidential and secure;
- iii. by registering, the Customer assumes full responsibility for all activities and communications sent under its account. Any activities and communication under the account prior to the receipt by SafeSize of a written notification by the Customer of unauthorized access or use (**article 3.3.iv Terms**) will be deemed to have been made by the Customer;
- iv. the Customer shall immediately notify SafeSize in writing for any unauthorized use of or access to its account. SafeSize will not be liable for any losses that the Customer may incur as a result of an unauthorized use or access to of the Customer's account.

3.4 The Customer is responsible for the compliant use of the Services by Retail Stores and will make sure they meet all obligations imposed on Customer in the Agreement. SafeSize reserves the right to block access to the Services, either in part or in whole, if the Customer and/or Retail Store is in default in the performance of any obligation arising from the Agreement.

3.5 The Customer must exercise due care and not use the Services in any way that causes, or may cause, damage to the Services or SafeSize's interests, nor cause impairment of the availability or accessibility of the Services.

3.6 The Customer is not permitted to access all or any part of the Services in order to build a product or service which competes, directly or indirectly with the Services or any part of it, nor license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, without



limitation, all or any part of the Services or otherwise make them available to any third party, nor attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided in the Agreement.

3.7 Except to the extent permitted under these Terms, the Customer will not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Services in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (for clarification purposes: this includes Hardware and Software).

3.8 The Customer will not send, store or spread any (computer) viruses, data or anything else that can disrupt, interrupt or damage (proper functioning of) the Services. The Customer will not abuse the Services or (attempt to) breach the security of the Services.

3.9 The Customer will use all reasonable endeavors to prevent any unauthorized access to, or use of, without limitation, the Services and will promptly notify SafeSize in the event of any unauthorized access or use.

3.10 For the avoidance of doubt, all obligations imposed on Customer related to (the use of) Services in general or Hardware in particular are applicable to all Hardware, whether it is leased or purchased by Customer.

4. ENABLING THE SERVICES

4.1 The Customer will enable SafeSize to provide the Services to Customer and/or the Retail Store and perform its obligations by providing to SafeSize:

- i. all information, documentation and co-operation reasonably necessary;
- ii. access to its computer hardware, software, networks and systems as may be reasonably required;
- iii. all mandatory shoe data of the assortment as required. SafeSize will review the data and request relevant clarifications, corrections or additions if necessary;
- iv. the current stock of shoes for which model recommendation is activated. Such information is provided via automated stock integration (data exchange via FTP server) or can be manually assigned in the customer portal by the Customer.;
- v. up to 20% of the shoes of the assortment for shoe scanning as designated by SafeSize;
- vi. upon request, proof of insurance with a reputedly solvent company to cover any damage caused to a) the Hardware while being in the Customer's or Retail Store's

premises (except for fully paid-up Hardware), and b) any third party as a result of the use of Hardware and Services by Customer or Retail Store.

4.2 The Customer is responsible for their own stable, preferably wired, internet connection to enable the installation and (continued) provision of the Services.

5. MAINTENANCE & SUPPORT

5.1 SafeSize or any other entity designated and approved by it will provide the Customer with maintenance and support for the Software under subscription as specified in the SOF (for Hardware maintenance and support, see **article 5.7 and 5.8 Terms**), with at a minimum:

- i. appropriate corrective action on any issue report it receives in accordance with the table below. An issue's severity level and priority will be determined by SafeSize;
- ii. a customer support tool to provide technical support;
- iii. normal evolutionary enhancements, updates and other improvements, including instructions for implementation.

5.2 Issue severity will be proposed by the Customer using the table below as a guideline, and ultimately decided by SafeSize (each resulting in a "Support Request").

Severity Level	Description	Fault
Severity 1 (S1) Critical fault (1 working day response time)	Operating stopped	Critical faults: <ul style="list-style-type: none"> ▪ Customer has been blocked in a core-process; ▪ Basic functionality failed.
Severity 2 (S2) Essential fault (2 working days response time)	Only limited operating possible	Essential faults: <ul style="list-style-type: none"> ▪ The Customer has not been blocked, though the work has been affected and impaired; ▪ Fault influencing the functionalities; ▪ The work with more functionalities was constrained; ▪ Workarounds are possible and reasonable.
Severity 3 (S3) Minor fault (4 working days response time)	Operating not impeded	Minor faults: <ul style="list-style-type: none"> ▪ Problems that do not influence the functionalities of the Service.

5.3 SafeSize will make every reasonable attempt to maintain the response time in the table above after receipt of a Support Request through the customer support tool. If an issue is submitted after 17.00 CET, it is assumed that the issue is submitted on the following Working Day at 9.00 CET.

5.4 A Services error (issue impacting performance of the Services, including speed and latency) is deemed resolved when SafeSize has reviewed the proposed solution, tested the results, and is satisfied that the error has been resolved.



- 5.5** It is the responsibility of the Customer to:
- i. serve as the sole customer contact point for e.g. the Retail Store at all times during the sales and product lifecycles;
 - ii. reproduce and verify software-related issues reported by customers in a controlled environment whenever possible and report verified issues to SafeSize, describing in detail how to reproduce the issue, including all necessary materials, software and files;
 - iii. provide "First-Line Support" through its own technical support to its users, including a direct response with respect to inquiries concerning the performance, functionality and operation of, or issues with the Services, including their diagnosis and resolution.
 - iv. escalate user issues that cannot be resolved at this level to "Second-Line Support" provided by SafeSize, and provide a written summary of the First-Line Support.

- 5.6** It is the responsibility of SafeSize to:
- i. provide the Customer with necessary (technical) information materials needed to provide the Retail Stores with First-Line Support;
 - ii. provide Second-Line Support to Customer including a diagnosis of problems or issues and reasonable commercial efforts to resolve reported and verifiable errors of the Services.

5.7 SafeSize will provide support for Hardware for defective materials and defective workmanship, provided that the Customer notifies SafeSize in writing of any alleged defect within 30 (thirty) days of its discovery. Upon notification of the Customer, SafeSize will identify the damage and decide whether the damage can be repaired on site. If this is not possible, SafeSize will dispatch the replacing component(s) within 3 (three) working days after establishing the need for replacement.

5.8 SafeSize does not provide support or warranty for damages arising out of fair wear and tear or if the Hardware components have been incorrectly fitted, misused, kept in storage or immobilized for 1 (one) year or more, subjected to neglect or abnormal conditions or involved in any accident or if any attempt to repair, replacement or modification has been made without the prior written consent of SafeSize or if they have been in any way dealt with contrary to any instructions issued by SafeSize.

5.9 SafeSize will not impose any additional fees, costs of charges for providing maintenance and support during the initial term of the Agreement, unless the relevant issue and the

subsequent Support Request is attributable to misuse. For clarification, "misuse" includes any circumstance where the Customer has used or accessed the services in a manner not in compliance with any guidelines or instructions that SafeSize may issue from time to time, or with the terms of this Agreement.

5.10 SafeSize may issue guidelines and other instructions from time to time in relation to the performance of its maintenance and support services.

6. FEES AND PAYMENT

6.1 All fees and payment terms are specified per order in the applicable SOF.

6.2 Fees provided in the SOF are fixed for a period of twenty-four (24) months, thereafter SafeSize is entitled to implement an annual increase capped at 5%.

6.3 All amounts are in Euros and exclude any applicable value added taxes or any other taxes and charges, unless stated otherwise.

6.4 The fees will be invoiced as specified in the SOF.

6.5 Invoices are payable within a period of 14 (fourteen) days from the date of the invoice, unless agreed otherwise in the SOF.

7. CONFIDENTIALITY

7.1 Each party will keep confidential any and all information provided by the other party which at the time of disclosure was marked as confidential or should have been reasonably understood to be confidential, except for:

- i. information in the public domain or information which is made public without a breach of confidentiality obligations owed by parties to one another;
- ii. information that parties validly obtained from a third party or through their own research without having used the confidential information of the other party;
- iii. information that is required to be disclosed by any law, regulation or judicial or governmental order or request.

7.2 Keeping information confidential means that:

- i. all information is and remains the exclusive property of the disclosing party;
- ii. without the disclosing party's prior written consent, the recipient of information will not disclose any information to any person other than to the recipient's, directors, employees and advisors, and then only insofar as necessary to perform its obligations under the Agreement and only under conditions of confidentiality no less onerous than those contained in



these Terms. In any case, the recipient shall be liable for any breach of confidentiality by any third party which receives confidential information in the context of the Agreement;

- iii. the recipient will not use any confidential information for any purpose other than performing its obligations under the Agreement;
- iv. parties will use the same degree of care to protect the confidentiality of the other party's information as they use to protect their own information of similar nature, being at least a reasonable degree of care.

7.3 Without prejudice to article 13.7, these confidentiality provisions (**article 7 Terms**) remain in force for a period of two (2) years following the expiration or termination of the last active Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Subject to payment and compliance with the Agreement, SafeSize grants the Customer a strictly personal, limited, revocable, non-exclusive, non-transferable, territorially limited right to access and use the Services as specified in the Agreement, during the Agreement. The Territory of Use will be specified in the SOF.

8.2 Subject to the terms and conditions of the Agreement, the Customer hereby grants SafeSize during the term of the Agreement (a) under all Content, a fully paid-up, non-exclusive, royalty free license to use, display, perform, generate, modify, prepare derivative works from, print, copy, upload, download, store and otherwise process all Content for the purposes set forth in the Agreement and (b) under Brand Features, a fully paid-up, non-exclusive, royalty free, license to use, modify publish, perform, display and reproduce the Brand Features for the purposes set forth in the Agreement, including in connection with marketing purposes or as otherwise agreed.

8.3 Nothing in these Terms assigns or transfers any IPR from SafeSize to the Customer. SafeSize hereby reserves all rights, title and interest in and to the Services and IPR related thereto, among others the Hardware, Platform and Software, which are not expressly granted under the Agreement. For the avoidance of doubt, the purchase of Hardware does not transfer any IPR during or after the Agreement.

8.4 Any and all IPR, existing, generated or arising out of SafeSize's performance of its Services and/or obligations under the Agreement, including shoe scans, are and will remain the sole and exclusive property of SafeSize.

8.5 The Customer will not remove nor alter any marks relating to SafeSize IPR from any IPR or any part of the Services, such as the Hardware.

8.6 Copyright of all reports, guidelines and other documents issued by SafeSize belongs to SafeSize. The Customer may reproduce such documents only in their entirety and only for the purpose of using the Services and only by stating the name of SafeSize.

8.7 The use of any IPR of SafeSize by the Customer for any other purpose other than that provided for in these Terms constitutes IP infringement and is strictly prohibited.

8.8 For the avoidance of doubt, the Customer has no right to access the Software code (including object code, intermediate code and source code) of the Services.

9. BREACH / FAILURE

9.1 Any breach or failure of Customer's obligations in the Agreement by a Retail Store will be attributed to the Customer.

9.2 The Customer acknowledges that a delay in performing its obligations may result in a delay in the performance of the Services, which will not result in a breach by SafeSize.

9.3 The Customer waives the right of suspension of performance of the obligations under these Terms of Sections 6:52-6:57 and 6:262-6:264 of Dutch Civil Code.

9.4 No breach of any provision of these Terms will be waived except with the express written consent of the party not in breach.

9.5 Without prejudice to any additional rights or remedies SafeSize may be entitled to, SafeSize may suspend the provision of the Services if any amount due to be paid by the Customer is overdue, and SafeSize has given to the Customer at least 7 (seven) days' written notice, following the amount becoming due, of its intention to suspend the Services.

9.6 If any of the obligations imposed in **articles 3.6** and/or **3.7** "Use of Services", and/or **article 8.7** "IPR" of these **Terms** are breached by Customer and/or the Retail Store and the Customer cannot prove otherwise, the Customer shall pay SafeSize a penalty amounting to EUR 50.000 for every violation and a penalty amounting to EUR 500 for every day the violation continues. The penalty will be due and payable within five (5) Working Days from the receipt of written notice by SafeSize. This penalty will be automatically payable by the Customer without the need of a court order and in addition to and without prejudice to SafeSize's right to recover damages in excess of the amount of such penalty.



9.7 If Customer and/or SafeSize solicits for employment any of the other party's personnel involved in the performance of the Services without the other party's prior written consent during the Agreement and for a period of twelve (12) months thereafter, this will result in a breach of this "non-solicitation clause" and the party in breach will become immediately liable for a fine of EUR 25,000 per event without a notice of default or judicial intervention and without affecting the other party's right to claim any damage.

10. FORCE MAJEURE

10.1 Parties will not be held liable for breach or delay of any of their obligations if they are hindered to do so due to a Force Majeure Event.

10.2 In a case of Force Majeure, the party prevented from, or delayed in performing its obligations must immediately notify the other party, giving full disclosure of the circumstances and reasons preventing them from doing so. The party affected by Force Majeure must use its reasonable efforts to mitigate the effect of the Force Majeure on its obligations arising from the Agreement. Parties recommence the performance of their affected obligations as soon as reasonably and practically possible.

10.3 In a case of Force Majeure, the Customer will always remain obliged to execute payments in proportion to the Services provided.

11. LIABILITY, WARRANTY, INDEMNIFICATION

11.1 SafeSize does not provide any warranties, guaranties or indemnification regarding:

- i. the recommendation output as this relates to the consumer's perception or personal preferences;
- ii. any third-party providers or any of their products or services;
- iii. the Services being wholly free from defects, errors, bugs, or any other (security) vulnerabilities;
- iv. timely adaptation to changes in relevant laws and regulations not directly applicable to SafeSize.

11.2 SafeSize will not be liable for:

- i. any damages incurred by unauthorized use of the Services;
- ii. any loss of profits, anticipated savings, revenue or income, loss of business, contracts or opportunities;
- iii. any loss or corruption of any data, database;
- iv. any indirect or consequential damages, losses, costs and expenses (including attorney's fees) related to the provision of the Services;

v. any failure to perform the Services or any other obligation, to the extent that such failure arises out of a delay in the Customer performing its obligations under the Agreement;

vi. any interruption or termination of the Services as a result of changes in applicable laws and regulations, including the imposition of any approval or licensing requirements on the Services.

11.3 SafeSize is only liable for damages which are the direct result of SafeSize's breach of any of its obligations under the Agreement, a specific SOF or any other agreement. The total aggregate liability under any and all legal grounds is (cumulatively) limited to the amount of fees paid by the Customer in connection with the Services provided under these Terms. The Customer acknowledges that SafeSize will not be liable for any interruption of the Services or losses that the Customer may incur as a result of its failure to use the Services in accordance with the Agreement.

11.4 Nothing in these Terms shall exclude or restrict any liability arising from wilful misconduct or gross negligence of SafeSize or any other liabilities which cannot lawfully be limited or excluded, save to the extent permitted by law.

11.5 The Customer warrants that the Content and Brand Features made available to SafeSize under this Agreement do not infringe third parties' intellectual property rights.

11.6 The Customer acknowledges that the Services do not purport to offer any medical advice and shall in turn issue the same disclaimer towards its Retail Stores and its customers.

11.7 The Customer indemnifies, defends and holds SafeSize and its respective officers, directors, employees, members, shareholders or representatives (and all successors and assigns of any of the foregoing) harmless from and against any and all liabilities, damages, losses, costs and expenses, including legal expenses and amounts reasonably paid in settlement of legal claims, made by any third party and suffered or incurred by SafeSize in connection with, or arising directly or indirectly out of the Customer's and/or Retail Stores and/or its customers use of the Services, Customer's Content and Brand Features, violation of these Terms, and/or any applicable law. SafeSize reserves the right, at its own expense, to assume the exclusive defense and control of such disputes, and in any event the Customer will cooperate with SafeSize in asserting any available defenses.

12. PRIVACY AND DATA PROTECTION

12.1 The European General Data Protection Regulation (EU) 2016/679 (GDPR) is applicable to SafeSize. SafeSize fully



complies with all applicable data protection laws and regulations and will enter into data processing agreements when necessary for the provision of the Services.

12.2 Each party shall indemnify the other party for any liability resulting from that party's breach of rules relating to personal data protection.

13. TERM AND TERMINATION

13.1 These Terms and Conditions are applicable to all SOFs and agreements between the Customer and SafeSize and constitute an integral part thereof; upon termination of the Agreements, all provisions of these Terms will cease to have effect with the exception of the provisions that are intended to continue to apply in full, including liability (**article.11 Terms**), confidentiality (**article 7 Terms**), choice of law (**articles 14.1 and 14.2 Terms**) and forum clauses (**article 14.4 Terms**) (see also **article 13.7 Terms**).

13.2 The term of a SOF will enter into force upon (electronical) signature of the Customer and will expire after the period (in amounts of months counted from the Implementation Date) described therein, subject to successive renewals for additional 1 (one) year periods, unless either party provides a termination notice to the other party at least 3 (three) months prior to the corresponding expiration date.

13.3 All termination rights will be exercised for each SOF independently. Termination of a specific SOF does not terminate other SOFs and/or agreements.

13.4 Either party may terminate the Agreement:

- i. if the other party commits a significant material breach of any of its obligations under the Agreement and fails to remedy that breach within 15 (fifteen) days of that party being notified in writing of the breach; or
- ii. immediately by giving written notice of termination to the other party if that other party is dissolved or goes through a bankruptcy or similar procedure.

13.5 SafeSize may terminate a SOF immediately by giving written notice to the Customer if:

- i. any amount due to be paid by the Customer is unpaid by the due date and remains unpaid by the date given in the notice of default;
- ii. the Customer and/or Retail Store makes unlawful use of the Services or infringes SafeSize's IPR;
- iii. SafeSize establishes any of the obligations imposed in **articles 3.1, 3.6 and 3.7 "Use of Services", article 7 "Confidentiality" and/or article 8 "IPR" of these Terms** are breached by Customer and/or the Retail Store and the Customer cannot prove otherwise.

13.6 In the event of an impending bankruptcy, liquidation, (temporary) suspension of payment, prejudgment or executory attachment on substantial parts of (in)tangible assets or other goods, confiscation or any other similar procedure of the Customer and/or a Retail Store, the Customer must inform SafeSize without undue delay. Without prejudice to any other rights or remedies it may be entitled to, SafeSize may terminate the Agreement without obligation to pay damages with immediate effect and/or request the return of all leased (Hardware subscription) and all non-fully paid purchased Hardware at the possession of Customer and/or Retail Store. The Customer must return this Hardware within five (5) days from this request, bearing all transport costs.

13.7 Except as otherwise provided in **article 13.6**, upon the expiry or termination of the Agreement (effects of termination):

- i. if the Agreement is terminated before full payment of the Services (i.e. the total amount for the initial term as agreed in the SOF):
 - (a) any outstanding payments and any remaining fees in the SOF (i.e. the total amount for the initial term as agreed in the SOF, after deducting all prior completed payments) will immediately become due and payable, unless such termination has been caused by a significant material breach of SafeSize; and
 - (b) prior completed payments are non-refundable, whether paid for Services already provided to Customer or not;
- ii. the Customer is obliged to return all non-fully paid Hardware within 10 (ten) days from the corresponding date of expiry or termination, bearing all transportation costs;
- iii. if the returned Hardware is (partly) damaged and the damage has not been caused by ordinary wear and tear, the Customer is obliged to fully compensate SafeSize for the corresponding damages following SafeSize's notification;
- iv. Within 1 (one) year from termination, SafeSize is entitled to buy-back the Hardware at a depreciated value (right of first offer);
- v. Customer will be indefinitely bound to the obligations in **article 3.7 "Use of Services" (for Hardware), article 7 "Confidentiality", article 8 "IPR" and article 11 "Liability, Warranty, Indemnification" of these Terms.**



14. APPLICABLE LAW, DISPUTES, VALIDITY

14.1 These Terms and all Agreements are governed by the laws of the Netherlands.

14.2 The United Nations Convention on Contracts for International Sale of Goods is not applicable. Deviating conditions from the Customer are rejected, unless SafeSize has expressly accepted such conditions.

14.3 In the event of any dispute arising out of or in connection with the Agreement (including without limitation any question regarding its existence, validity, interpretation, performance or termination) (a "**Dispute**"), the parties shall negotiate in good faith to resolve the Dispute through amicable means.

14.4 If the parties cannot resolve a Dispute in accordance with **article 14.3 Terms** within fifteen (15) Working Days of their initial meeting (it being understood that the 15-day period starts from the day of the parties' physical or online meeting or failure of either party to appear at the meeting set by the other party), the Dispute shall be referred to and resolved as follows:

i. Disputes between SafeSize and a Customer based in the Netherlands will be resolved by the competent court in Amsterdam, the Netherlands;

ii. international Disputes will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's "Court in Summary Proceedings" ("CSP") in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA").

14.5 The Agreement may not be assigned by the Customer without the prior written consent of SafeSize.

14.6 If any provision of these Terms is deemed void or not valid, that will not affect the validity of the entire Terms and the parties shall use their best endeavours to replace the invalid provision with a provision that as closely as possible resembles such provision.