

## AGREEMENT TAGGRS

### Introduction:

- A. Taggrs offers a software solution for Server Side Tagging (**Service(s)**). Through this software, data can be retrieved from a website on the server side. Customers can easily create a "container" through Taggrs' dashboard, linking to its tag manager. Taggrs keeps track of every request that goes through its server, for which Client will be charged a fee;
- B. Client operates a business and wishes to use the work of Taggrs;
- C. The parties have agreed upon the nature and scope of the assignment provided by Client to Taggrs and wish to record such agreement in this Agreement (**Agreement**).

### 1. **Assignment**

- 1.1. Client hereby instructs Taggrs to make such Service(s) available, all as further detailed in **Exhibit 1**, and to license the Service(s) accompanying such Service(s).
- 1.2. The order issued by the Client to Taggrs consists of the provision of the Service(s) (**Order**) by Taggrs and whereby the Client pays a price to Taggrs for the payment of the Service.
- 1.3. This Agreement is subject to Taggrs' general terms and conditions (**Attachment 1**). Client, by signing the Agreement, declares that it has received, read and agrees to the terms and conditions.
- 1.4. This Agreement is also subject to the Processor Agreement (**Exhibit 2**), where Taggrs qualifies as a "processor" and Client qualifies as a "data controller" within the meaning of the General Data Protection Regulation.

### 2. **Users**

- 2.1. Client is entitled to allow itself and its affiliated natural persons to create an account through the Service(s) (**Users**). Client shall be solely responsible and liable for the preparation and enforcement of Terms of Use for the use of the Service(s) by Users. To the extent Client has obtained Taggrs' prior written consent, Client is permitted to provide the Service(s) to others.
- 2.2. Client shall indemnify Taggrs against all claims, demands, damages, costs, fines and/or penalties of third parties if Client fails to comply with the Agreement, the Terms and Conditions or the Processor Agreement or if Client has not acted in accordance with other laws. Client shall reimburse Taggrs for all related and consequential costs (including, but not limited to, legal fees) and damages. Such claims and demands of Taggrs shall be immediately due and payable and shall not be subject to set-off.

### 3. **Price and payment**

- 3.1. The Client shall pay Taggrs a fee for the Order (**Fee**) based on the minimum term as stated in this Agreement. The Fee is due as of the effective date of this Agreement and is based on the usage that containers occupy on Taggrs' servers. Requests are purchased by the Client, for which the following fees are applied:

- 0-10,000 requests: free;
- 10,000-750,000 requests: €25 per month or €262 per year;
- 750,000-3,000,000 requests: €65 per month or €682 per year;
- 3,000,000-10,000,000 requests: €145 per month or €1,522 per year.

All amounts should be plus VAT.

- 3.2. Taggrs invoices the Fee at the end of the month. Taggrs invoices on a direct debit basis.
- 3.3. Client shall never be entitled to suspend its payment obligations.

3.4. Taggrs is entitled to unilaterally change the Fee at any time due to fluctuations in server costs.

#### 4. **Duration, renewal and termination**

4.1. This Agreement shall commence when the Parties have reached agreement and shall be renewed each month or each year. This is in view of article 3.1 depends on the subscription that Client has with Taggrs. The Agreement can be terminated by either Party at any time, with the Agreement expiring at the end of the month or at the end of the year.

4.2. If the Client does not terminate the Agreement, it will be automatically renewed for periods of one month or one year at a time, and this Agreement may be terminated each time by the end of such period.

4.3. Notwithstanding the foregoing, this Agreement shall be terminable by Taggrs with immediate effect if:

- i. Client is granted suspension of payments, or in the case of Client is declared bankrupt;
- ii. Customer has failed to perform its obligations under this Agreement and, despite being requested to do so, has failed to remedy such failure within 14 (fourteen) days after such request;
- iii. Client ceases all or part of its business activities.

#### 5. **Commitments Taggrs**

5.1. Taggrs shall make such Service(s) available on or about the effective date of this Agreement.

5.2. Taggrs will periodically perform service work related to the Service(s).

5.3. If there is a malfunction or defect related to the Service(s), Client shall notify Taggrs as soon as possible. Taggrs will ensure that the malfunction or defect in question is accessible again as soon as possible. Taggrs has an obligation of best effort.

5.4. Taggrs will use its best efforts to provide the Service(s) with the highest possible uptime, but makes no warranty(s) to Client in this regard. Taggrs shall not be liable if Service(s) do not function and/or are not accessible for any reason.

#### 6. **Client Obligations**

6.1. Client warrants that it will purchase the Service(s) in accordance with the provisions of this Agreement, the General Terms and Conditions, the Processor Agreement and the provisions of law.

6.2. The Client shall provide sound hardware on which the Service(s) can be used.

6.3. Client shall provide Taggrs with access to the Service(s) at all times it desires.

6.4. Client will not make any changes to the Service(s), transfer them to third parties (whether or not under (sub)license), or provide any other party with access to Service(s).

6.5. On the end date of this Agreement, the Service(s) will be discontinued. The Customer is aware that the Service(s) will no longer function or can no longer be used in the usual manner.

6.6. If Client fails to comply with any obligation under this clause, then Client shall be liable to Taggrs for a penalty equal to the total Fee payable by Client to Taggrs for the period of 1 (one) year, without any notice of default being required and without prejudice to Taggrs' right to damages.

#### 7. **Liability**

Taggrs' liability and limitation thereof is governed by the Terms and Conditions. In addition, Taggrs shall in no event be liable for damages if the Service(s) is/are not accessible. Furthermore, Taggrs shall never be liable for indirect and consequential damages.

#### 8. **Other provisions**

8.1. Amendments to this Agreement may be made only after written agreement between the Parties.

8.2. Client is not entitled to assign its rights and obligations under this Agreement to third parties.

- 8.3. If there is a contradiction between the Agreement, the General Terms and Conditions and the Processor Agreement, the following order of precedence shall apply with the higher number going before the lower number: (1) Agreement, (2) General Terms and Conditions and (3) Processor Agreement.
- 8.4. All intellectual property rights vested in and/or contained in the Service(s) are vested in Taggrs. Client shall not infringe thereon in any way.
9. **Choice of law and forum**
- 9.1. Dutch law applies to this Agreement.
- 9.2. All disputes arising from this Agreement shall be submitted to the competent court in the District Court of North Netherlands, location Leeuwarden. This also applies to disputes arising in connection with any agreements related to the Agreement in any way, insofar as the agreement in question does not expressly provide otherwise.

**Appendix 1: General terms and conditions Taggrs**

**Appendix 2: Taggrs processor agreement**

**APPENDIX 1**  
**GENERAL TERMS AND CONDITIONS TAGGRS**

**1. Definitions**

In these general terms and conditions, the following definitions shall apply:

<b>Offer/Offers</b>	any offer by Taggrs to enter into an Agreement;
<b>Application(s)</b>	the software(modules) made available by means of the Service as defined in the Agreement;
<b>Taggrs</b>	the general partnership Flowhub, trading as Taggrs, located in (8442 CK) Heerenveen at Burgemeester Kuperusplein 36, registered in the trade register of the Chamber of Commerce under number 81357540 , being the user of these Terms;
<b>Availability</b>	the period during which Customer actually has the Application at its disposal through the Service;
<b>Service(s)</b>	the provision and maintenance by Taggrs, for a fee, of the Application(s) on behalf of Client on a Server, as defined in the Agreement;
<b>User</b>	a natural person authorized by Client to use Application(s) available through the Portal;
<b>Interface</b>	a Resource being a communication link between the Service and systems within the Customer's domain;
<b>Tools</b>	the resources installed by the User and/or Client on their computer to make use of the Application;
<b>Client</b>	The natural person(s) and/or legal person(s) to whom Taggrs makes an Offer and/or with whom Taggrs enters into an Agreement;
<b>Agreement</b>	any agreement between the Parties relating to the provision of Services by Taggrs to Client;
<b>Party</b>	Taggrs and Client or each for himself;
<b>Personal Data</b>	a personal data within the meaning of the General Data Protection Regulation ("AVG") that is processed when using the Service and/or the Application(s);
<b>Portal</b>	The Internet site where the Client and User can use the Service and request changes;

**Server** a computer or associated group of computers and related hardware ("cloud") managed by or on behalf of Taggrs, containing web server equipment, the Application(s), supporting software and/or database software, accessible by means of the Internet;

**Access Resources** The means, such as a token or combination of access code and with a user name, that allows access to the Portal, Server and the Application(s);

**Processor Agreement** The processor agreement entered into between Taggrs and Client, where Taggrs qualifies as a "processor" and Client qualifies as a "controller" within the meaning of the AVG;

**Terms and Conditions** These terms and conditions of service of Taggrs.

## 2. General

- 2.1 These Terms and Conditions apply to all Offers and Agreements.
- 2.2 If the Conditions have been applicable to any Agreement, they shall apply by operation of law - without the need for a separate agreement between the Parties concerned - to any Agreement concluded between the Parties thereafter, unless otherwise expressly agreed in writing between the Parties in respect of the Agreement concerned.
- 2.3 The applicability to any Agreement of general or specific terms used by Client is expressly rejected by Taggrs unless and after such terms are expressly declared in writing by Taggrs to be applicable to an Agreement.
- 2.4 In the event of nullity or annulment by Customer of one or more provisions of the Terms and Conditions, the other provisions of the Terms and Conditions will continue to apply in full to the Agreement. Parties will consult to replace an invalid or annulled provision of the Terms and Conditions by a provision that is valid or not annulable and that corresponds as closely as possible to the purpose and purport of the invalid or annulled provision.
- 2.5 To the extent that an Agreement deviates from one or more provisions of the Conditions, the provisions of the Agreement shall prevail. The other provisions of the Conditions shall in that case continue to apply to the Agreement unimpaired.

## 3. Offers

- 3.1 Unless expressly stated otherwise, an Offer is without obligation and valid for the period stated in the Offer. If the Offer does not specify a period for acceptance, the Offer will in any event lapse fourteen (14) days after the date specified in the Offer.
- 3.2 An Offer accepted by Client within the validity period may be revoked by Taggrs for five (5) business days from the date of receipt of acceptance by Taggrs, without giving rise to any obligation on the part of Taggrs to compensate Client for any loss suffered as a result thereof.
- 3.3 An order placed by Client shall be confirmed by Taggrs by means of an order confirmation. If Client does not object to such confirmation within fourteen (14) days of receipt of the order confirmation, the order, as described in the order confirmation, is accepted by Client.
- 3.4 If the Client provides information to Taggrs for the purpose of making an offer, Taggrs may rely on its accuracy and shall base its Offer on that information. Client shall indemnify Taggrs against any claim by third parties in relation to the use of data supplied by or on behalf of Client.
- 3.5 If an Offer is made at the request of Client and such Offer is not accepted, Taggrs shall be entitled to charge Client for all costs incurred in making its Offer.

3.6 The prices stated in the Offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the Agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.

#### **4. Assignment**

4.1 Client instructs Taggrs to provide the Services as described in the Agreement and Terms. The Services and the Application(s) are delivered in the condition "as is/are", "as available" and "with all defects present".

4.2 Taggrs is not required to have a disaster recovery center or other disaster recovery facilities for the purposes of performance of the Services.

4.3 Taggrs shall be entitled to make changes to the design or operation of the Services and/or Application(s) at any time.

4.4 The use of the Services and/or Application(s) is at the sole cost and risk of the Client. Client warrants that it will not use the Application(s) for any purposes other than those set forth in or arising from the Agreement and these Terms and Conditions, and indemnifies Taggrs against any breaches and damages that may arise as a result of the application and/or use of the Services and/or Application(s), and shall indemnify Taggrs in full in that respect.

#### **5. Price**

5.1 The price to be paid for the Services is included in the Agreement.

5.2 The prices stated in the Agreement and otherwise discussed by the Parties during the term of the Agreement are in Euros and are exclusive of sales tax due and other government imposed levies.

5.3 Taggrs is entitled to change the agreed prices periodically, including the right to adjust prices and rates once per contract year. Taggrs shall give Customer at least one calendar month's written notice of rate changes, without the right of Customer to terminate this Agreement with Supplier in connection with the price increase.

#### **6. Payment**

6.1 Payment of amounts invoiced by Taggrs shall always be made within the agreed terms, but in no event later than 30 days from the date of invoice, in a manner to be indicated by Taggrs, in the currency in which Taggrs has invoiced, unless otherwise indicated in writing by Taggrs. Taggrs is entitled to invoice periodically.

6.2 If the Client fails to pay an invoice within the period specified in Article 6.1, the Client shall be in default by operation of law (Article 6:83a of the Dutch Civil Code). The Client shall then owe statutory commercial interest (6:119a Dutch Civil Code) on the invoiced amount, as well as judicial and extrajudicial collection costs, the latter to be fixed at 15% of the overdue amounts with a minimum of € 500.

6.3 Client shall not be entitled to set off any amounts owed to Taggrs against any claims against Taggrs. Objections to the amount of an invoice shall not suspend Client's obligation to pay.

#### **7. Availability and adaptation**

7.1 Taggrs shall use its best efforts to ensure that the agreed Service functions properly at all times and strives to ensure the highest possible availability, quality and security of the Service. Taggrs does not, however, guarantee that the Service will function without error, failure or interruption. Taggrs has an obligation of effort only, not an obligation of result. Taggrs endeavors to correct any errors, failures or interruptions as soon as possible. Taggrs' failure to do so shall in no event constitute a breach of the Agreement on the part of Taggrs nor be a basis for Client to terminate or otherwise impair the Agreement. In no event shall Taggrs be liable for any (consequential) damages.

- 7.2 Taggrs reserves the right - without prior notice to Client - to make interim changes to the technical and functional features of the Service to improve functionality and to correct any errors or to comply with applicable laws and regulations.
- 7.3 Client shall promptly notify Taggrs in writing of any errors in the Service. In this context, "errors" shall mean a substantial failure to meet the functional or technical specifications made known in writing by Taggrs. An error shall only exist if Customer can demonstrate it, is reproducible and prevents normal use of the Service. Taggrs shall use its best efforts to detect and correct any errors in the Service. However, Taggrs cannot guarantee that all errors will be corrected and shall in no event be liable for (consequential) damages.
- 7.4 If a modification referred to in Clauses 7.2 and 7.3 results in a material deviation in the functionality of the Service, Taggrs shall notify Client in writing or electronically before the modification becomes available.
- 7.5 Taggrs reserves the right to take the Service out of service temporarily for purposes including maintenance, modification or improvement of Taggrs' computer systems. Taggrs shall, to the extent possible, schedule such outage outside business hours and shall give Customer timely advance notice of such planned outage. Such announced shutdown of the Service shall in no event constitute a breach by Taggrs of its obligations to Client, and Taggrs shall therefore not be liable for (consequential) damages.
- 7.6 Taggrs is not liable for the correct operation of the Service if the hardware and software (including, but not limited to, the operating system and infrastructure and its settings) recommended by Taggrs are not used. Taggrs further does not warrant the proper operation of the Service in the event of Customer's injudicious use of the Service and/or Customer's improper implementation and use of the Service.
- 7.7 Taggrs may, in consultation with Customer, make beta version(s) of (one or more modules of) the Service available to Customer. Use of such version(s) shall in all cases be at the expense and risk of Customer.

## **8. Resources**

- 8.1 Client is responsible for the availability and functioning of the Resources required for access to and use of the Services, including the hardware, (peripheral) equipment and software used by Client, auxiliary applications, configuration and internet connection and (other) telecommunications facilities, which comply with the technical and functional specifications set forth by Taggrs and any instructions provided by Taggrs.
- 8.2 Client is responsible for maintaining a connection to the energy network and other connections necessary for access to and use of the Service.
- 8.3 Additional (license) terms (of third parties) may apply to the use of auxiliary applications. Taggrs does not guarantee the full functionality of the auxiliary applications and/or links used by Customer and shall not be liable for (consequential) damages in connection with the failure of or shortcomings and other errors in the auxiliary applications used by Customer.

## **9. Access to the Service**

- 9.1 Client is responsible for any use, with or without its consent, of the Service and of the Access Resources made available to it. Taggrs shall not be liable for (consequential) damages of Client and/or third parties, which are caused by unauthorized and/or improper use of the Access Resources.
- 9.2 The Access Means provided are non-transferable, strictly personal and exclusively for use within the organization of the Client. Client shall exercise due care with respect to the use of the Access Means and keep them secret from third parties.
- 9.3 Taggrs may change the Access Resources at any time at its sole discretion, of which Taggrs shall notify Client in writing, in electronic form or orally.
- 9.4 Client shall take such measures as are necessary to prevent the Access Resources from falling into the hands of unauthorized third parties. The Access Resources are intended solely for the use of the



Client. Client shall immediately notify Taggrs if the Access Resources are used unauthorized or Client reasonably suspects such use.

9.5 Client may request Taggrs to block the Access Means. Taggrs is also entitled at any time to block Access Means on its own motion, if Taggrs is aware of possible unauthorized use of the Access Means. In such event Taggrs shall not be liable for any damage or consequential loss incurred by Customer and/or third parties as a result of the blocking of the Access Medium.

## 10. Use of the Service

10.1 Client and User may only use the Service for the purposes of the said modules as stated in the Agreement, sufficiently known to the Parties, and subject to the provisions below.

10.2 Only Client and User are entitled to use the Service, whereby each unique User is only allowed to use his own non-exclusive license.

10.3 The Client and User are only permitted to use the Service in the normal course of business of the Client and User.

10.4 In any case, when using the Service, the Client guarantees that it and the User(s) will observe the following rules as relevant:

- a. Client shall ensure the protection of its (peripheral) equipment, software, infrastructure and internet connection against viruses, computer crime and (other) unlawful use by User(s) or third parties;
- b. When using the Service, Customer and/or User will not spread any (computer) viruses or other files that (may) damage the (proper functioning of the) Service;
- c. Customer and/or User shall not perform or cause to be performed any acts which may cause disturbances in the Service, (computer) networks or infrastructures (of other users) or in respect thereof may cause nuisance, limited use or unforeseen use (for other users);
- d. Client and/or User shall not send unsolicited large quantities of messages with the same or similar content ("spam");
- e. Client and/or User shall not misuse Access Resources or breach and/or attempt to breach the security of the Service;
- f. Client and/or User shall not perform or omit to perform any act that it knows or reasonably should have known could result in a use of the Service that is actionable or unlawful against Taggrs and/or third parties;
- g. Customer and/or User shall not publish or distribute any racist or discriminatory material and/or (child) pornography. Distribution also includes posting on or distributing through the infrastructure of the Service;
- h. Client and/or User shall not, against the will of the owner or administrator, intentionally and without permission intrude into any computer system or any part thereof ("hacking");
- i. Client and/or User shall not infringe in any way on intellectual property rights of Taggrs and/or third parties; and
- j. Client and/or User shall not, without Taggrs' prior express written consent, disclose, reproduce or otherwise use information and data provided by Taggrs in connection with the Service other than for use in Client's internal business operations;
- k. Client and/or User shall at all times give effect to the (license) conditions of third parties as referred to in Article 11.

10.5 If Client and/or User(s) violate any of the foregoing rules, Client shall be obligated to follow and cause User(s) to follow reasonable instructions given by Taggrs in connection therewith.

10.6 If any data stored, edited, processed or otherwise entered using the Service is unlawful towards third parties, Taggrs shall be entitled to remove and destroy such data from the Server immediately, without prior notice. NOW, THEREFORE, Client grants Taggrs permission (to the extent necessary) to



remove and destroy all infringing data from the Server. In no event shall Taggrs be liable for any (consequential) damages resulting from such action.

- 10.7 Taggrs may prevent Access to the Services by decommissioning Access Resources or suspend the Service if it suspects that it is being used in violation of the provisions of the Agreement. The Customer's obligation to pay shall continue during such decommissioning.
- 10.8 The Client may not reproduce, rent or lend all or part of the Service or any copy thereof. The Customer may not modify or remove any copyright or confidentiality notices from the Service or any reference to Taggrs.
- 10.9 The Customer is only permitted to load and image the Service if and to the extent technically necessary and in accordance with the permitted purposes of use and performance of the Agreement.
- 10.10 All rights relating to the Service not expressly granted to Client in the Agreement are reserved by Taggrs.
- 10.11 If Client and/or User(s) act(s) in breach of the provisions of this clause, Client shall be in default by operation of law and Taggrs shall be entitled to terminate the Agreement - without prior notice of default - and Taggrs shall furthermore have all rights granted to it by law in such case.

## 11. Third-party applications

- 11.1 If and to the extent that applications, services or other software of third parties are made available or used in the performance of the Services and/or Application(s), the terms and conditions of those third parties shall apply in full to those applications, services or other software. Customer accepts the said terms and conditions of third parties and guarantees to act in accordance therewith.
- 11.2 In the event Client purchases and/or uses applications, services or other software from third parties for the proper performance of the Services and/or operation of the Application(s), Client warrants that it will at all times act in accordance with the terms and conditions attached to such purchase or use by such third party. Taggrs does not control the applications, services or other software of such third parties and their use is entirely at the risk and expense of Client. Taggrs shall not be responsible or liable in any way for third party applications, services or other software. Client shall indemnify Taggrs against any and all breaches and damages which may arise as a result of the application and/or use of such third party applications, services or other software and shall indemnify Taggrs in full in that respect.
- 11.3 If and to the extent that, for any reason, the said third party terms and conditions are deemed inapplicable or declared inapplicable to the relationship between Client and Taggrs, the provisions of the Agreement and the Terms and Conditions between the Parties shall apply in full.
- 11.4 In respect of the use and maintenance of the Application, Taggrs shall in no event be liable to any greater or different extent than that which applies in the relationship between Taggrs and the relevant supplier of that Application.

## 12. Intellectual property rights and licensing

- 12.1 All intellectual property rights in all Applications developed or made available as part of the Services or other documentation and other materials in which any right of intellectual property is or may be vested are vested exclusively in Taggrs or its licensors.
- 12.2 Client only acquires the revocable, non-exclusive and non-transferable rights and powers of use, as granted expressly and in writing in the Agreement or otherwise, for the duration of the Agreement (**license**). The license is granted subject to Customer's timely and complete payment of the fees set forth in the Agreement and subject to Customer's compliance with the provisions of the Agreement and the Terms and Conditions. Without Taggrs' prior written consent, Client shall not be entitled to sublicense.
- 12.3 Client will not otherwise reproduce or disclose the Applications developed or made available as part of the Services or other documentation and other materials. Client is not allowed to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from

Applications or other documentation and other materials developed or made available as part of the Services. Nor is Customer permitted to reconstruct the source code of by reverse engineering. Customer guarantees that it will not use the intellectual property rights vested in or contained in the Applications or other documentation and other materials developed or made available as part of the Services for purposes other than those included in the Agreement.

- 12.4. Taggrs is permitted to take technical measures to protect the Applications developed or made available as part of the Services or other documentation and other materials, provided such measures do not adversely affect functionality. If the Applications developed or made available as part of the Services or other documentation and other materials are secured by means of technical protection, Client shall not be permitted to remove or circumvent such security.
- 12.5. Customer is not authorized to independently repair errors in the Service and/or Application, make adjustments to it, transfer it to other equipment, link it with other equipment and software, independently expand functionality, change parameters and/or remove protections.
- 12.6 Taggrs shall at all times be entitled to examine whether Customer is acquiring (the intellectual property rights vested in or contained in) the Services and/or Application in a manner consistent with the Agreement. Client agrees to cooperate with such audit upon Taggrs' first request.

### **13. Data of Client and processing of Personal Data.**

- 13.1 To the extent that any data, which is not Personal Data, is used by Customer in the Services and/or entered into the Application by Customer, Customer remains entirely independently responsible and liable for it. Client warrants that all data provided is and will remain true, accurate, complete and current. Taggrs has no obligation to verify the correctness, accuracy and completeness of data and shall not be responsible or liable for it. Data may only be used in accordance with the Agreement and the Terms.
- 13.2 Insofar as Personal Data are processed, the Client, as data controller, shall ensure lawful processing of Personal Data in accordance with the AVG and related laws and regulations. The parties have entered into a Processor Agreement, which forms an inseparable part of the Agreement and the Terms and Conditions which also apply thereto. The Client shall indemnify Taggrs and hold it fully harmless from any and all third party claims and (consequential) damages resulting from the Client's breach of the aforementioned laws and regulations and its failure to comply with the Agreement and the Terms and Conditions governing (the processing of) Personal Data.

### **14. Liability and compensation**

- 14.1 Taggrs shall be liable to the Client for damages incurred by the Client which are the direct and exclusive result of a breach of the Agreement attributable to Taggrs and which must manifest itself within a maximum period of 24 months after the termination of the Agreement or delivery, subject to the provisions of this Article.
- 14.2 Taggrs' liability shall be limited to a maximum of 3 times the invoice value excluding VAT per period as set out in the Agreement, subject to a maximum of €25,000. If the Agreement is a continuing performance agreement, liability shall be limited to an amount equal to three times the total amount of the invoice value excluding VAT for the order in the 6 months preceding the occurrence of the loss or damage, subject to a maximum of €25,000. This limitation of liability shall apply mutatis mutandis to any indemnification obligations of Taggrs.
- 14.3 If the provisions of Articles 14.1 and 14.2 are not upheld for any reason, Taggrs' liability shall in all cases be limited to the amount paid by Taggrs' insurer in the relevant case.
- 14.4 If and to the extent that the Services and Applications depend on the services of third parties, Taggrs shall not be liable for any damages resulting directly or indirectly from the failure of such third parties.
- 14.5 A series of related damaging events shall be considered one event/claim for the purposes of this article.
- 14.6 The limitations and/or exclusions of liability contained in this Article shall also apply in favor of Taggrs' personnel and auxiliaries engaged by Taggrs in the performance of an Agreement.

## **15. Suspension and dissolution of the Agreement**

- 15.1 Parties are authorized to suspend the performance of the obligations with immediate effect or to dissolve the Agreement - without prior notice of default - if (i) the other Party does not, does not fully or does not timely comply with the obligations under the Agreement and these Terms and Conditions, (ii) the other Party has taken the decision to liquidate or dissolve the company or to file for bankruptcy, (iii) the other Party has filed for its own bankruptcy or suspension of payments or has made a decision to do so, (iv) the other Party ceases its business, (v) the Customer's business is closed down or (v) the other Party has offered one or more of its creditors an arrangement to reach a settlement to pay one or more claims.
- 15.2 Dissolution or termination shall be by written notice.
- 15.3. If one Party terminates or dissolves the Agreement, the other Party shall not be liable for any damages.

## **16. Secrecy**

Both Parties are obliged to keep confidential all confidential information obtained from each other or from other sources within the framework of their Agreement. Information is considered confidential if this has been communicated by a Party or if it arises from the nature of the information. This obligation of confidentiality does not apply if disclosure is required by law or regulations or pursuant to a court order.

## **17. Duration Agreement, terms and consequences of termination**

- 17.1 The Agreement shall commence upon the parties' agreement and shall be renewed on a monthly or annual basis. Depending on the subscription (monthly or annual billing) entered into by Client with Taggrs, the Agreement will be tacitly renewed each time for the duration of one month or one year. Contractor is entitled to terminate the Agreement by the end of the month.
- 17.2 After termination of the Agreement, Client may request a one-time delivery of the data entered during the use of the Services, including Personal Data. Taggrs may make such data available to Client in a customary format. In the event Client does not indicate its desire for the aforementioned transfer of data immediately upon termination of the Agreement, Taggrs shall be entitled to delete and destroy data immediately, without prior notice, unless Taggrs is under a legal obligation to retain such data.

## **18. Applicable law and disputes**

- 18.1 All contracts entered into by Taggrs shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 18.2 All disputes between Parties shall be exclusively settled by the District Court of North Netherlands, location Leeuwarden.

## **APPENDIX 2 PROCESSOR AGREEMENT**

### **Introduction**

- A. Processor wishes to use the services of Processor and has entered into a contract with Processor for that purpose (**Contract**), to which the general terms and conditions of Processor (**General Terms and Conditions**) apply;
- B. Processor processes personal data in the performance of the Agreement;
- C. The Parties wish to set forth in writing the terms of the exchange and processing of personal data in this Processor Agreement so that the Parties can comply with their respective obligations under the General Data Protection Regulation (**GDPR**).
- D. This Processor Agreement supersedes any previous (processor) agreement(s) of similar scope entered into between the Parties.

1. **Definitions**

A number of terms are used in this agreement. The meaning of those terms is clarified below. The terms mentioned are capitalized in this Processor Agreement. Many of the enumerations below refer to a legal description of the term, but where possible the terms are clarified with non-exhaustive examples.

Terms and Conditions	Processor's general terms and conditions (Exhibit 1);
AVG	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, and its implementing law;
Concerned	The person to whom the Personal Data relates, being an identified or identifiable natural person as referred to in Article 4 sub 1 AVG;
Data breach	a Personal Data Breach as referred to in Article 33 AVG, being a breach of security leading accidentally or unlawfully to the destruction, loss, alteration or unauthorized disclosure of, or unauthorized access to, Personal Data transmitted, stored or otherwise processed;
European Economic Area	All countries of the European Union, Liechtenstein, Norway and Iceland;
Personal data	personal data within the meaning of Article 4(1) AVG;
Party/Parties	Processor or Processing Controller or parties jointly;

Subprocessor	Any non-subordinate third party engaged by Processor in the processing of Personal Data under the Agreement;
Agreement	The (framework) agreement between Processor and Processor that relates to the service(s) or products to be provided by Processor to Processor;
Supervisory Authority	the Personal Data Authority or any other supervisory authority referred to in the AVG;
Processor	The partnership firm Flowhub, trading under the name Taggrs, located in (8442 CK) Heerenveen at Burgemeester Kuperusplein 36, registered in the trade register of the Chamber of Commerce under number 81357540, being the user of these Terms and Conditions;
Processor Agreement	this agreement between Controller and Processor;
Controller	The natural person(s) and/or legal person(s) to whom Taggrs makes an Offer and/or with whom Taggrs enters into an Agreement;
Processing/Processing	Any act (or part thereof) relating to Personal Data as mentioned in Article 4 sub 2 AVG;

## 2. **Subject of this Processor Agreement**

- 2.1 Processor provides to Processor the services as described in the Agreement. Personal Data are thereby Processed by the Processor on behalf of the Controller. This Processor Agreement applies to any Processing carried out by Processor on behalf of the Controller.
- 2.2 Processor is 'processing controller' within the meaning of the AVG. Processor acts as 'processor' within the meaning of the AVG.

## 3. **Implementation Processing**

- 3.1 The Personal Data made available by Processor to Processor shall be processed for the benefit of Processor and processed solely on the basis of written instructions from Processor. Processor guarantees that the Personal Data Processed by Processor on behalf of the Processor are accurate and that the Processing is lawful and is Processed in full compliance with the AVG and/or other (privacy) laws and that this does not infringe on the rights of third parties.
- 3.2 The Personal Data to be Processed under this Processor Agreement are limited to the Personal Data listed in Annex 1. Processor shall Process that Personal Data within the framework of this Processor Agreement, in Annex 1 and in the Agreement described nature and purposes of the Processing.

- 3.3 The Processing shall take place under the responsibility of Processor. Processor shall comply with all reasonable instructions of Processor in connection with the Processing.
- 3.4 The parties undertake to act at all times in accordance with the AVG and all related laws and regulations regarding the Processing of Personal Data.
- 3.5 The Parties will each document in a register the Processing carried out by them, as well as their technical and organizational security measures directed to it, and maintain this register.
- 3.6 Processor shall assist Processed Party in complying with its obligations under the AVG, including obligations of Processed Party towards Data Subjects, any data protection impact assessment and a Data Breach and also - if Processed Party has a duty under the AVG, as referred to in Articles 32 to 36 AVG - Processed Party shall provide assistance.
- 3.7 Processor strives to Process Personal Data within the European Economic Area .

#### 4. **Duration**

- 4.1 This Processor Agreement shall apply until the Processor no longer Processes Personal Data on behalf of the Controller.
- 4.2 After (interim) termination of this Processor Agreement, the provisions intended for that purpose by their nature shall continue to apply in full.

#### 5. **Appropriate technical and organizational measures**

- 5.1 Processor shall ensure appropriate (as referred to in Article 32 AVG) technical and organizational measures so that Personal Data is secured against destruction, loss, unauthorized access, modification or against any form of unlawful processing and to ensure the timely availability of and access to Personal Data.
- 5.2 The technical and organizational measures taken by Processor are listed in Annex 2 .

#### 6. **Audit law**

Processor has the right to test or have tested the obligations of Processor under this Processor Agreement and (other) statutory provisions on the protection of Personal Data once per calendar year. The costs of an audit initiated by Processor as referred to in this article shall be borne by Processor, unless the results of this audit show that Processor is materially in breach of the provisions of this Processor Agreement or that Processor needs to make adjustment(s) in its business operations, in which case Processor shall only reimburse the costs in relation to the audit insofar as these costs relate to the aforementioned material breach or making adjustment(s) in its business operations.

#### 7. **Data breach**

- 7.1 Processor shall notify Processor, as soon as Processor becomes aware of it, of a Data Breach without unreasonable delay. In communicating with Processor about the Data Breach, Processor shall endeavor to include the following information:
  - a. The nature of the Data Breach as well as its (alleged) cause;
  - b. The affected categories of Personal Data and any personal data records in question;
  - c. The agencies and contacts from which more information about the Data Breach can be obtained (such as a data protection officer);
  - d. The likely consequences of the Data Breach;
  - e. the measures that Processor proposes to take or has taken to remedy the Data Breach, including, where applicable, the measures to mitigate any adverse effects thereof.

7.2 The assessment of whether a Data Breach should be reported to the Supervisory Authority, and any reporting of a Data Breach to the Supervisory Authority, is and shall remain the responsibility of Controller.

7.3 The Processor shall properly document each Data Breach, including the facts and findings regarding its consequences and the corrective actions taken. This record shall also include all impending incidents that are not so serious as to require reporting to the Supervisory Authority.

## 8. **Secrecy and confidentiality**

8.1 Processor is obliged to keep the Personal Data provided by Processor confidential and to keep it secret, unless Processor is required by law or regulation to disclose the Personal Data to third parties.

8.2 The employees of Processor involved in the Processing are all bound by a confidentiality clause.

## 9. **Subprocessors**

9.1 Controller hereby grants Processor general permission to engage Subprocessors. Such Subprocessors may have access to the Personal Data to be processed in any manner.

9.2 Processor shall notify Processor of any intended changes regarding the addition or replacement of Subprocessors, giving Processor the opportunity to object to such changes within seven days. A list of current Subprocessors is included in Annex 2.

9.3 If Processor engages a Subprocessor, Processor shall impose the same data protection obligations on such Subprocessor as are contained in this Processor Agreement.

## 10. **Liability**

10.1 If the Processor fails to fulfill its obligations under this Agreement, the law, other obligations imposed by the AP or obligations related to the foregoing, then the Processor shall be liable to the Controller and/or the Data Subjects for this subject to what is provided in this Processor Agreement, the Agreement and the General Terms and Conditions.

10.2 The liability of Processor is limited to what is included in that respect in the Processor Agreement, the Agreement and the General Terms and Conditions, even if that Agreement and the General Terms and Conditions, for whatever reason, are not or no longer in force.

10.3 If Processor fails to fulfill its obligations under this Processor Agreement and/or otherwise fails to do so or acts in violation of the AVG and/or other (privacy) laws, then Processor shall be liable to Processor for this and Processor shall be obligated to compensate Processor for any damages incurred as a result.

10.4 Processor shall indemnify Processor against all claims, demands, damages, costs, fines and/or penalties of third parties, Data Subjects or the Supervisory Authority if Processor fails to comply with the Contract, the Processor Agreement or the General Terms and Conditions or if Processor has not acted in accordance with the AVG and/or other (privacy) laws. Processor shall reimburse all related and resulting costs (including also costs of legal assistance) and damages of Processor. Such claims and claims of Processor shall be immediately due and payable and shall not be subject to set-off.

## 11. **Return or destruction of Personal Data**

After the termination of the Agreement, regardless of the manner in which and/or after termination of the services provided to Processor, Processor shall make the Personal Data available to Processor - at the discretion of Processor - or destroy it within 30 days after termination, unless statutory retention periods or statutory storage periods require otherwise. Any remaining (copies of) Personal Data and/or



backups and/or data shall thereupon be destroyed by Processor at a time to be determined by Processor.

12. **Conversion provision**

If one or more articles of the Processor Agreement should be invalid or otherwise not binding, the validity of the remaining articles of the Processor Agreement shall not be affected thereby. This includes in any case a (successful) appeal to nullification or nullity of the article. In such a case, the Parties shall, in mutual consultation and in the spirit of the Processor Agreement, amend the Processor Agreement to the extent necessary. The non-binding articles will be replaced by provisions that differ as little as possible in terms of the Parties' intentions from the non-binding articles in question. If the Parties have not entered into consultation or have not reached agreement, the provision will be interpreted as much as possible in accordance with the intentions of the Parties to the non-binding provision.

13. **Choice of law and forum**

Dutch law applies to this Processor Agreement. The Agreement specifies which court has exclusive jurisdiction to hear disputes between the Parties.

**ANNEX 1  
PERSONAL DATA**

This annex contains a summary of Processor's personal data processed by Processor.

Brief description of services	Nature of processing	Type of Personal Data	Categories of stakeholders	Purposes of processing	Subprocessors	Retention periods
Retrieving data from websites that the website owner can use in Google Tag manager. This in a special way, Server Side Tagging.	Server-side tagging processing includes the collection and processing of user data, data analysis, personalization of user experience, conversion optimization, integration with other systems, and ensuring data security.	Name Contact details Date of birth Gender IP address Location data Device data. Surfing behavior Preferences	Users and resellers	The primary purpose of server-side tagging hosting is to collect data about user behavior and interactions on a website or app. This allows organizations to gain insight into the usage of their digital properties and perform detailed analytics to understand trends, patterns and user behavior.	TransIP, EDIS GmbH, OVH Cloud	1 year

## ANNEX 2 TECHNICAL AND ORGANIZATIONAL MEASURES

Data encryption: Taggrs implements robust encryption technologies to protect personal data during transmission and storage. Data is encrypted with strong algorithms, allowing only authorized parties to access the decrypted data.

**Access management:** Taggrs employs strict access controls and implements advanced authentication and authorization mechanisms. This includes using unique user accounts with strong passwords and restricting access based on users' roles and responsibilities.

**Data Minimization:** Taggrs follows the principle of data minimization and collects only the personal data necessary for the intended purposes of tagging activities. Superfluous or sensitive information is not collected or stored.

**Data pseudonymization:** Taggrs applies pseudonymization techniques to personal data, replacing directly identifying information with pseudonyms. This makes it difficult to link the data to specific individuals without additional information.

**Security of networks and systems:** Taggrs has implemented extensive security measures to protect networks and systems. This includes the use of firewalls, advanced network configurations, regular system updates and monitoring of system activity to reduce potential vulnerabilities and prevent unauthorized access.

**Monitoring and logging:** Taggrs performs active monitoring and logging of system activities to detect suspicious events or security incidents. By closely monitoring, any anomalies can be identified and addressed in a timely manner.

**Data Protection Agreements:** Taggrs maintains strict agreements with third parties involved in processing personal data. These agreements establish clear data protection requirements and ensure that third parties comply with applicable privacy laws.

**Employee Awareness:** Taggrs provides employees with comprehensive data protection and privacy knowledge and awareness. This includes understanding their responsibilities, recognizing security risks and ensuring the confidential treatment of personal data.

Taggrs is committed to ensuring the confidentiality, integrity and availability of personal data by implementing appropriate technical and organizational measures. These measures help protect personal data during server-side tagging activities.

Sub-processors engaged by Taggrs:

- TransIP (Server deliveries and data center)
- EDIS GmbH (Server deliveries and data center)
- OVH Cloud (Database provider)