



Terms and conditions

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1. Definitions

App: Abbreviation of application. Klippa has applications for Android, iOS and OCR, as well as so-called web applications that can be used in the browser, which together form the Software.

Services: all activities undertaken by Klippa for performance of the Agreement.

Customer: the natural person or legal entity that has concluded and/or wishes to conclude the Agreement with Klippa.

Klippa: Klippa is a trade name of Klippa App B.V., registered with the Chamber of Commerce in the Netherlands under number 74785834, and the provider of the Services.

Agreement: the agreement concluded between Klippa and the Customer regarding the provision of the Software.

Party/Parties: Klippa and/or the Customer.

Software: the Software provided by Klippa to the Customer, usually by way of Software as a Service.

T&C: the Terms and Conditions specified in this document.

Website: "Klippa.com".

2. Scope

1. All Klippa offers, quotations and Agreements are exclusively subject to these T&C. The Customer with whom a contract has been concluded on the basis of these T&C agrees to their applicability to future and/or follow-up agreements with Klippa.

2. Klippa explicitly rejects any general terms and conditions or terms and conditions of purchase used by the Customer as well as any provisions deviating from these T&C, unless these have been explicitly accepted by Klippa in writing.

3. If, for whatever reason, any stipulation or a part thereof in the T&C has no binding effect or only a partially binding effect, this shall not affect the validity of the remaining stipulations in the T&C or the remaining part of the relevant stipulation. In that event, Klippa will be permitted to apply a replacement stipulation that is legally permissible and that is as close as possible to the purport and content of the void or non-binding stipulation.

4. The T&C also serve for the benefit of third parties engaged by Klippa for the Agreement or its performance.



3. Offers and Formation of the Agreement

1. All offers made by Klippa are subject to contract unless explicitly stated otherwise. Offers made by Klippa may not be reproduced or disclosed to third parties without Klippa's consent.
2. Unless explicitly stated otherwise, documentation provided by or on behalf of Klippa with the offer or after conclusion of the Agreement, including information and advice, is subject to contract.
3. Agreements as well as changes thereto are concluded by written or electronic confirmation or order confirmation by Klippa. Furthermore, an Agreement is concluded because Klippa fully or partially performs an assignment given by the Customer without prior confirmation and/or provides Software to the Customer.
4. Arrangements made or Agreements concluded with Klippa employees are not binding upon Klippa unless they have been explicitly confirmed by Klippa. An oral offer and/or promise made by Klippa or one of its subordinates is also not binding unless it has been explicitly confirmed in writing by Klippa.
5. Klippa is at all times entitled to refuse orders and/or assignments or to attach further conditions to the delivery and/or performance.

4. Right of Use and Intellectual Property Rights

1. All intellectual property rights to the Software and/or accessories, including but not limited to advice, designs, documentation, quotations, etc., are vested exclusively in Klippa or its suppliers/licensors.
2. By concluding the Agreement, Klippa grants the Customer the non-exclusive and non-transferable right to use the Software. This right of use is strictly personal, not transferable, not pledgeable and not sub-licensable.
3. The right of use ends upon termination of the Agreement.
4. The Customer has no right to and no access to the source code of the Software.
5. The data that the Customer stores or processes by means of the Software is and remains the property of the Customer or its suppliers. The Customer grants Klippa a right of use with regard to these data for, among others, performance of the Agreement, development of the Software and in the event that Klippa is obliged to take cognisance of the data concerned under a statutory provision or a court order.

5. Obligations on the part of Klippa

1. Klippa has an obligation to perform to the best of its ability to make and keep the Software available via the internet and to have it function properly, but can and will never guarantee that the Software is available at all times, continuously and without malfunctions.



2. Target times specified by Klippa for the provision of Services, delivery and/or provision of the Software are always approximate and are never final target times for Klippa, unless explicitly agreed otherwise in writing.
3. If Klippa exceeds any target time, Klippa will only be in default after written notice of default.
4. Klippa has the right to temporarily decommission the Software or parts of it for maintenance, modification or improvement. Klippa will endeavour to have such decommissioning take place outside office hours as much as possible and will undertake to inform the Customer, if necessary, in a timely manner of the planned decommissioning and the expected duration, but cannot guarantee this and is never liable for damage in connection with such decommissioning.
5. Klippa undertakes to keep the Software up to date. However, Klippa may be dependent on its supplier or suppliers for this. Klippa is entitled to refrain from installing certain updates or patches if, in its opinion, this does not benefit the correct operation of the Software or is not in the interest of the Customer.
6. Klippa will respond as quickly as possible to any request for support. A response is defined as a confirmation of receipt of the request with substantive feedback and an announcement of the action that Klippa will take and the resolution time (if applicable). After the request has been received and the response has been given, Klippa will work on a solution to the request. The solution will be made available within a reasonable term.
7. A solution as referred to in the previous paragraph may concern a workaround. A workaround is a solution that does not solve the problem permanently, but limits its impact or provides a route around the problem. Klippa will always endeavour to deliver a workaround as soon as possible, followed by a real solution as soon as it is ready.
8. The times stated by Klippa for responding or providing a solution are target times and indicative only. Although Klippa endeavours to meet these at all times, no guarantees are given that a response or solution will actually be delivered within these target times. There is no liability for damage resulting from failure to meet a target time.
9. Klippa will make temporary backups of data stored by means of the Software for the purpose of contingency management. Upon request and against payment of a reasonable fee, Klippa will make a copy of these data available for use in other systems, to the extent that this is technically possible.

6. Project Leader

1. The customer is obliged to appoint a Project Leader during the term of the Agreement. The Project Leader must have the necessary experience, knowledge and expertise. In addition, the Project Leader must be authorised to represent the Customer and make important configuration and other choices.
2. The Project Leader is the contact person for Klippa. The Project Leader is also the person maintaining contact with Klippa in the event of incidents, defects and/or contingencies related to the Software and its operation.
3. The Customer is obliged to train and inform its employees about the correct operation of the Software. The Project Leader is the first point of contact for the Customer's employees. The Customer is also obliged to instruct its employees in such a way that questions from users and other questions,



incidents, defects, etc. are first presented to the Project Leader. The Customer is obliged to first consult the Klippa knowledge base for a solution. If no solution is found there, the Project Leader will contact Klippa.

4. If the conditions set out in Articles 6.1, 6.2 and 6.3 are not met, and no specific other written agreements have been agreed on service levels that exclude this clause, Klippa may charge the Customer for support costs. The costs will be charged on a case-by-case basis, based on the applicable hourly rate, and will amount to at least €25 per case.

7. Other Obligations and Responsibilities on the part of the Customer

1. The Customer recognises that they are jointly responsible for successful performance of the Agreement.

2. At Klippa's request, the Customer will provide the cooperation and/or provide information desired by Klippa in a timely manner and in all reasonableness.

3. The Customer is responsible for the hardware and connections required for access to the Software. Klippa at all times reserves the explicit right to refrain from supporting or to only partially support obsolete and unsafe hardware.

4. The Customer is responsible for the use of recent web browsers and operating systems supported by Klippa. Klippa at all times reserves the explicit right to refrain from supporting or to only partially support obsolete and unsafe web browsers.

5. The Customer is responsible for the content, supply, control and migration of all data to be implemented and processed in the Software.

6. The Customer is not permitted to:

- a. allow third parties to use the Software.
- b. use the Software for acts that violate Dutch or other applicable laws and regulations. This includes storing or distributing information that is libellous, defamatory or racist.
- c. use the Software in such a manner as to cause nuisance or inconvenience for other users.
- d. cause malfunctions and/or damage in the Software.
- e. use the Software in a punishable or unlawful manner.
- f. infringe the intellectual property of Klippa and/or third parties.
- g. disclose, reproduce and/or otherwise share data, information and/or know-how of Klippa with third parties.

7. If Klippa discovers or reasonably suspects that the Customer is not complying with its obligations under the Agreement or these T&C, Klippa is entitled to block the use of the Software by the Customer until further notice and suspend the implementation of the Agreement, or to take any other required measures, without being obliged to pay any compensation. In that case, the Customer is explicitly obliged to continue to meet all contractual and outstanding obligations.

8. The Customer is obliged to protect its account against unauthorised access by third parties by means of a username and password. In particular, the Customer is required to keep the password strictly confidential. Klippa may at all times assume that everything that happens after registration



with the username and password for the Customer's account will take place under the Customer's direction and supervision.

9. The Customer is required to inform Klippa of any suspected unlawful use of the Software.

8. Prohibition of Personnel Acquisition

1. During the Agreement and for a period of one (1) year after termination of this Agreement, it is not permitted to engage employees of Klippa, either directly or indirectly, to hire or negotiate with these employees, other than with the permission of Klippa.

2. For each violation of the prohibition referred to in the previous paragraph, the Customer will owe Klippa an immediately due and payable fine of one gross annual salary of the relevant Klippa employee, for each employee involved.

9. Price, Invoicing and Payment

1. Klippa is entitled to increase prices, pricing models and other fees by up to 5% once a year to compensate for developments such as inflation and other price increases, without explicitly informing the Customer.

2. If and in so far as the price increase remains within the percentage set out in Article 9.1, the Customer does not have the option to terminate the agreement prematurely.

3. Klippa is also entitled to adjust prices, pricing models and other fees at its own discretion for other reasons. If the price increase does not fall within the percentage set out in Article 9.1, or takes place more than once (1) a year, Klippa will inform the Customer of the change at least two (2) calendar months before the change takes effect by means of an email and/or in-app notification.

4. If the Customer does not wish to accept the change as referred to in Article 9.3, they can terminate the agreement with due observance of Article 10. Use of Klippa after the date of entry into force shall be considered acceptance of the amended or supplemented terms and conditions.

5. The periodic fee for the Software and its use is always payable prior to the term of one month or one year agreed in the Agreement. The periodic fee will be invoiced electronically by Klippa and, if desired, collected by Klippa by direct debit, unless otherwise agreed in the Agreement. The periodic fee may fluctuate if the composition of the Software and/or the number of users of the Software changes.

6. Payments other than by direct debit must be made within 30 days from the date of invoice unless agreed otherwise in writing. If payment is not received within the payment term, Klippa is entitled to charge statutory interest.

7. All judicial and extrajudicial costs related to the collection of any claim against the Customer will be at their expense without Klippa having to notify them. The extrajudicial costs amount to at least 15% of the invoice amount or amounts, with a minimum of €500.



8. Without explicit written permission from Klippa, the Customer is not permitted to suspend their payment obligations towards Klippa and/or set these off against a claim by the Customer against Klippa, for whatever reason.

9. Payments by or on behalf of the Customer will successively serve to pay the extrajudicial collection costs owed, the judicial costs, the interest owed and then the outstanding principal amounts in order of age, regardless of the Customer's instructions to the contrary.

10. Term and Termination

1. The Agreement is entered into for a term of one year, two years, three years, four years, five years or an indefinite period as set out in the Agreement.

2. Upon expiry of the term set out in the Agreement, the Agreement will be automatically renewed with the same term.

3. Unless otherwise agreed in the Agreement, the Agreement may always be terminated in writing by the Parties at the end of the then-valid term, with a notice period of ninety (90) days.

4. If the Customer does not use the Software for a continuous period of six months, Klippa has the right to terminate the Agreement.

5. In the event of dissolution or termination as referred to in the previous articles, the following obligations for Customer towards Klippa will continue to apply:

- outstanding claims / payments.
- liability.

11. Suspension and Dissolution

1. In the following cases, Klippa is entitled to immediately suspend the performance of the Agreement and/or the right to use the Software or to dissolve the Agreement in whole or in part without notice of default and without judicial intervention, without it being obliged to pay any compensation and without prejudice to its further rights:

- a) if the Customer does not, not properly or in time, comply with any payment or other obligation arising from the Agreement concluded with Klippa or a related Agreement.
- b) in the event of bankruptcy, suspension of payments, shutdown, liquidation or full or partial transfer – as security or otherwise – of the Customer or its business, including the transfer of a significant part of its claims.

2. In each of the cases referred to in the previous paragraph, all claims of Klippa against the Customer will be immediately due and payable in full.

3. Obligations which by their nature are destined to continue even after termination or dissolution of the Agreement will continue to be valid regardless of termination or dissolution of this Agreement.



12. Exit Procedure, Continuity

1. Klippa provides standard export options within the Software to be able to export data upon termination. If the Customer wishes additional assistance from Klippa, this will, after consultation, be charged on the basis of the applicable hourly rate. Klippa has the right to suspend the Customer's data if the Customer does not meet its payment obligation within a reasonable period.

13. Complaints

1. The Customer is required to inform Klippa immediately, at least within 8 days after discovery, if there is an incident, defect, damage and/or a shortcoming in the performance of the Agreement by Klippa, in default of which any claim against Klippa in respect of that incident, defect, damage and/or shortcoming will lapse.

2. Complaints in connection with an invoice must be submitted within 30 days after the invoice date, in default of which the invoice will be considered to be correct and complete and any claim against Klippa in that respect will lapse.

3. A complaint from the Customer with regard to performance of the Agreement by Klippa does not suspend the payment obligation and other obligations of the Customer towards Klippa, nor does it entitle the Customer to setoff.

14. Force majeure

1. In the event of force majeure, Klippa is entitled – at its own discretion – to immediately suspend the performance of the Agreement for the duration of the force majeure or to dissolve the Agreement in whole or in part without judicial intervention, without Klippa being obliged to pay any compensation.

2. Force majeure is defined as any circumstance beyond Klippa's control – even if this was already foreseeable at the time of concluding the Agreement – that permanently or temporarily prevents or inconveniences the performance of the Agreement, as well as, in so far as not already included therein, disruptions or outages of the internet, the telecommunication infrastructure, a (D)DoS attack, power failures, war or risk of war, strikes, epidemics, lack of personnel and other similar events and/or serious disruptions in the Klippa company or the company of one of its suppliers, transport problems and/or the cancellation or late performance by third parties of purchase or other contracts concluded by Klippa. This applies regardless of whether the circumstances that cause the force majeure occur in the Netherlands or in another country.

15. Liability

1. Klippa cannot be held liable for damages resulting from incorrect and/or incomplete cooperation from and/or information provided by or on behalf of the Customer.

2. The Klippa Software may make suggestions for / be used for the processing of documents and other data. However, the responsibility for the correctness of everything that is processed by the



Customer with the Klippa Software, including documents and data, remains vested in the Customer and its users at all times.

3. Without prejudice to the limitations of Klippa's liability agreed elsewhere in the Agreement and these T&C, Klippa's liability is limited to the re-performance of the Services, or to compensation of only the direct damage in connection with an attributable shortcoming in the performance of the Agreement, up to a maximum of the monthly licence value of three months prior to the moment of the damaging event, but with a maximum of €5,000 annually.

4. Klippa can never be held liable for indirect damages or loss, including consequential damages, lost profits, lost savings, immaterial damage, trading loss or purely financial loss.

5. The Customer indemnifies Klippa against all claims by third parties, by whatever name, that are related to the Agreement or its performance by Klippa for the Customer.

6. Any right of action of the Customer, including due to damage or loss or re-performance of the Services, lapses if the shortcoming and/or damage is reported too late and in any case lapses one year after the Services that caused the damage or loss, unless Parties have agreed a different term.

7. The limitation of liability under the T&C also extends to third parties engaged by Klippa.

16. Processing of Personal Data

1. If a Customer enters personal data into the Software, both the Customer and Klippa are subject to the General Data Protection Regulation (GDPR), where the Client is the controller and Klippa the processor. The Customer indemnifies Klippa against any and all claims by third parties/data subjects under the GDPR.

2. Pursuant to the GDPR, the controller and processor must conclude a processing agreement with regard to the processing of personal data carried out by the Customer or Klippa. The processing agreement between Klippa and the Customer is agreed in a separate document.

3. Klippa will ensure a level of security appropriate to the risks involved in the processing and the nature of the personal data to be protected, but only if and in so far as they are located in the Klippa Services or infrastructure.

4. Klippa also guarantees that anyone who acts under the authority of Klippa, in so far as they have access to personal data for which the Customer is responsible, only processes them on the instructions of the Customer.

5. The Customer guarantees that they will only enter personal data into the Services of Klippa in a fully lawful manner and bears full responsibility for this.

6. If, in the context of a legal obligation, for example under the GDPR, the Customer is required to change, delete or hand over data stored in Klippa's Software, Klippa will assist with this to the extent possible. The costs of any work can be invoiced separately based on the applicable hourly rate.



17. Confidentiality

1. The Customer will make every effort to prevent confidential information relating to Software and its operation being disclosed to or falling into the hands of third parties. Subject to prior written permission from Klippa, the Customer will not disclose information and/or data provided to them by Klippa to third parties and will only disclose it to their staff in so far as this is necessary for use of the Software in accordance with the Agreement.
2. The confidentiality obligation included in the previous paragraph does not apply to information in respect of which the Customer can demonstrate that:
 - a. the information was already publicly known.
 - b. the information was generally known.
 - c. disclosure is based on a legal obligation or court order.

18. Transfer

1. The Customer is prohibited from assigning, pledging or transferring under any title its claims, rights and/or obligations under the Agreement to a third party.
2. Klippa is entitled to assign, pledge or transfer under any title its claims, rights and/or obligations under the Agreement to a third party.

19. Penalty

1. In the event of a breach of the provisions of Articles 7(6), 17 and/or 18, the Customer forfeits to Klippa, without notice of default or judicial intervention being required, a one-off, immediately due and payable penalty of €5,000, plus €500 for each day or part thereof that the Customer is in violation.
2. A penalty payable by the Customer does not affect Klippa's right to compensation for damage, costs and interest suffered by Klippa.

20. Amendment to the Terms and Conditions

1. Klippa reserves the right to amend or supplement these Terms and Conditions.
2. Amendments also apply to Agreements already concluded with due observance of a period of 30 days after announcement of the amendment by electronic notification. Changes of minor importance may be made at any time.
3. If the Customer does not want to accept an amendment to these Terms and Conditions, they can terminate the Agreement up to the date on which the new terms and conditions take effect by this date or on the date of receipt of the cancellation if it is after the effective date of the change.



21. Final Provisions

1. Dutch law applies to all legal relationships between Klippa and the Customer. Applicability of the Vienna Convention and foreign legislation is explicitly excluded.
2. Changes in management or legal form do not affect the Agreement.
3. Only the court of the Northern Netherlands, location Groningen, has jurisdiction to hear disputes.
4. The version of any communication, measurements and monitoring by Klippa that are received or stored by Klippa are considered authentic, subject to proof to the contrary to be provided by the Customer.
5. Partial nullity: In the event that any of the stipulations in the Agreement and/or these T&C are null and void, this will not affect the validity of the Agreement/Terms and Conditions as a whole. Parties will draw up one or more new stipulations to replace the null and void ones, which reflect the intention of the original Agreement/Terms and Conditions as far as possible by law.

22. Contact Details

If you have any questions, complaints or comments about these Terms and Conditions after reading them, please do not hesitate to contact us in writing or by email.

Klippa App B.V. in Groningen, the Netherlands.