GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the Service provided by BaseCRM, as defined below. These General Terms and Conditions constitute a binding agreement between you and BaseCRM. Read these General Terms and Conditions carefully so that you know your rights and obligations when using the Service. These General Terms and Conditions may be downloaded and printed via https://www.basecrm.com/documents/en/general-terms-and-conditions.pdf.

Article 1. Definitions

1.1. In these General Terms and Conditions, the following capitalised terms always have the meanings set out below:

- Subscriber: the legal entity that takes out a Subscription to the Service;
- Subscription: a subscription to BaseCRM's Service under which, in return for payment, the Subscriber's Users obtain access to the Environment pursuant to the Agreement concluded between the Parties;
- Accounts: a set of accounts that the Subscriber can maintain in the Environment using the Service's accounting Module;
- Administrator: the Subscriber and/or one or more Users appointed by the Subscriber who are responsible for managing the Environment through the administration interface;
- AI Application: any (additional) functionality included in the Service (whether or not in a specific Module) based on (generative) artificial intelligence and offered by BaseCRM to the Subscriber under the Agreement and Subscription, with or without the assistance of third parties;
- General Terms and Conditions: these general terms and conditions of BaseCRM;
- BaseCRM: the private limited company BaseCRM B.V., registered in the Trade Register under file number 33194565;
- BaseCRM Online CRM: BaseCRM's customer relationship management solution, offered to the Subscriber on a Subscription basis;
- Service: BaseCRM's service, consisting of BaseCRM Online CRM made accessible online to the Subscriber and/or Users through (future) Modules and, where applicable, AI Application(s). The Service is not offered to the legal profession, notaries, accountancy and/or real estate agencies;
- User: a natural person who has access to the Environment and thereby uses the Service, to the extent subscribed to by the Subscriber;
- Data: all information and/or data (including Personal Data) entered into the Environment by the Subscriber and/or a User;

- IP Rights: all intellectual property and related rights, such as copyright, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and equivalent achievements;
- Input: information and/or data (including Data) that the Subscriber (including Users) supplies to or processes using the AI Application(s);
- Login: the Subscriber's or User's username and corresponding password for accessing the Environment and using the Service;
- Report: a User's notification to BaseCRM, during Service Hours, of a problem concerning the Service;
- Module: an application or addition to the Service. The Modules subscribed to are specified in the Agreement;
- Environment: an environment that the Subscriber has the right to use under the Subscription and to which it can grant Users access to use the Service, including any Accounts subscribed to;
- Output: output generated by the AI Application(s) on the basis of the Input;
- Agreement: the agreement between the Parties under which the Subscriber and its Users are entitled to use the Service;
- Parties: the Subscriber and BaseCRM;
- Price List: BaseCRM's current price list for using the Service, available on the Website;
- Service Hours: the opening hours of BaseCRM's service desk, namely Monday to Friday from 09:00 to 17:00 Dutch time;
- Outage: unavailability of the Service;
- Website: BaseCRM's website, accessible at www.basecrm.com, and all underlying pages.

1.2. For the application of these General Terms and Conditions, it makes no difference whether the terms defined above are used in the singular or plural or as part of a compound expression.

Article 2: Applicability

2.1. These General Terms and Conditions apply to the Agreement, all use of the Service and Website, Subscriptions and all other services provided by BaseCRM to the Subscriber. Any terms and conditions of the Subscriber are expressly rejected.

2.2. These General Terms and Conditions and the Subscription may be amended and/or supplemented only by BaseCRM.

2.3. BaseCRM is entitled to amend and/or supplement these General Terms and Conditions. The most recent General Terms and Conditions will be available on the

Website or brought to the attention of the Subscriber and/or User during use of the Service. BaseCRM shall make the amended General Terms and Conditions available to the Subscriber through the Service and/or Website at least three (3) months before they take effect.

2.4. If any provision of these General Terms and Conditions proves to be void or voidable, or becomes or is wholly or partly invalid for any other reason, the remaining provisions remain fully effective. BaseCRM shall replace the invalid provision with a valid provision whose legal consequences correspond as closely as possible to those of the invalid provision, having regard to the content and purpose of these General Terms and Conditions.

Article 3: Service

3.1. BaseCRM's Service consists of offering BaseCRM Online CRM online under various Subscription types, through optional (additional) Modules, available to the Subscriber and Users in the Environment as indicated on the Website. The Service is supplied on a best-efforts basis.

3.2. The Service is a generic product. The Subscriber accepts that the Service, Environment and the Service's mobile application contain only the functionalities and other characteristics found in the Service and Environment at the time of use (on an "as is" basis). BaseCRM shall endeavour to correct errors in the Service, but cannot guarantee that the Service and/or Environment is free of errors or that all errors will be corrected.

3.3. BaseCRM does not guarantee that the Service is accessible at all times without interruptions or Outages. BaseCRM is in no way liable to the Subscriber or obliged to compensate it for any damage arising from or resulting from the (temporary) unavailability or failure of the Service, Environment or Website.

3.4. BaseCRM is entitled at all times, without prior announcement and without becoming liable to the Subscriber or obliged to pay compensation in any way, (i) to make procedural and technical changes and/or improvements to the Website and/or Service and (ii) to discontinue, restrict or remove the Website, Service or Environment (temporarily or permanently) if necessary for the proper functioning and/or continuity of the Service.

3.5. The Subscriber is responsible for acquiring and/or ensuring the proper operation of the infrastructure and adequate telecommunications facilities (including an Internet connection) necessary to use the Service. The Subscriber guarantees that it will meet all (technical) requirements imposed by BaseCRM for providing the Service, as communicated on the Website. BaseCRM is not responsible or liable for telecommunications usage costs charged by the telecommunications provider.

3.6. BaseCRM offers the Subscriber the possibility of using the Service through a limited mobile application. BaseCRM performs this part of the Service on a best-efforts basis. The Subscriber is fully responsible and liable for use of the Service and the security of such use through mobile equipment.

3.7. The Service may use third-party software. The Subscriber understands and accepts that BaseCRM has no control over this third-party software and/or its operation. BaseCRM provides no warranties concerning this software and is therefore not liable for any damage resulting from or arising out of its use.

3.8. BaseCRM uses an external cloud service. The Subscriber accepts that the supplier's (usage) terms and conditions apply. BaseCRM provides no warranties concerning that supplier and is therefore not liable for any damage resulting from or arising out of use of that service.

3.9. The Subscriber is fully responsible and liable for all actions it and/or a User performs using the Service.

Article 4: Subscription

4.1. A Subscription must be taken out to use the Service. The Subscriber may choose from various Subscription types that can be supplemented with Modules, as shown on the Website.

4.2. BaseCRM has the right to refuse the Service and/or a Subscription to any party for any reason, and to impose conditions on a party before granting it a Subscription to the Service.

4.3. The Subscription takes effect when BaseCRM confirms the Subscription application. BaseCRM shall provide the Subscriber with the Environment's URL and Login at a time agreed between the Parties or, if no time has been agreed, within a reasonable period after the Subscription takes effect.

4.4. BaseCRM has the right to change a Subscription at any time. BaseCRM shall notify the Subscriber of a change at least thirty (30) days in advance. A change takes effect on the date indicated by BaseCRM and is deemed accepted by the Subscriber at that time.

4.5. The Subscriber may request that BaseCRM add Modules to, or remove Modules from, the Subscription, subject to the Module's term as stated on the Website and/or agreed between the Parties. A request may be sent to BaseCRM by email at info@basecrm.com at least 10 days before the end of the month. The Subscription change takes effect on the first day of the month following the month in which the request was made, unless the request specifies a later effective date.

4.6. A request as referred to in Article 4.5 may be submitted only twice per year. A Module added under Article 4.5 may be removed only 6 months after addition, unless a different term has been agreed for that Module.

Article 5: Use

5.1. A Subscription to the Service includes the right for the number of Users specified in the Subscription to use BaseCRM Online CRM and any additional Modules, available in one Environment. Additional usage rights may be obtained by adding Users through the Environment's administration interface.

5.2. The Subscriber appoints one or more Administrators. Only Administrators have access to the Environment's administration interface. Administrators alone are authorised and responsible for managing the Environment, including creating, deleting and changing Users (and their Data), setting Users to inactive, determining Users' permitted use of the Environment, and creating, issuing and resetting Logins as referred to in Article 6.6.

5.3. Administrators may register as Users only the Subscriber's own officers and employees and persons who work for or are otherwise affiliated with the Subscriber. At BaseCRM's request, the Subscriber must demonstrate, and bears the burden of proving, compliance with this condition.

5.4. The Subscriber shall ensure that Users strictly comply with BaseCRM's rules and instructions and use the Service in a manner normal for such a Service. If actions by the Subscriber or a User jeopardise the Service's operation, BaseCRM is entitled to block access to the Service for that User or all Users without prior warning and without becoming liable to compensate the Subscriber and/or User.

5.5. Use of a single-sign-on application is at the Subscriber's risk.

5.6. Use of the Service is at the User's own expense and risk. The Subscriber warrants that use of the Service does not violate laws, regulations and/or third-party rights. The Subscriber indemnifies BaseCRM against all damage and costs resulting from and/or arising out of related third-party claims.

5.7. The Subscriber alone is responsible for management, including but not limited to checking the AI Application(s)' settings, using the AI Application(s) and deciding how their results are deployed. The Subscriber alone is also responsible for instructing Users concerning the AI Application(s) and for their use by Users ("AI Literacy"). For the avoidance of doubt: the Subscriber understands, accepts and agrees that Output may be incorrect, incomplete and/or inaccurate. The Subscriber and Users alone are responsible for using and applying Output, including assessing its correctness, completeness, accuracy and suitability, including human

intervention. The Subscriber understands, accepts and agrees that, partly because of the nature of the AI Application(s) and artificial intelligence in general, Output may not be unique and third parties may obtain similar output.

5.8. The Subscriber must ensure, and warrants to BaseCRM, that the Subscriber and/or Users:

- do not state, suggest or imply that Output was generated by humans;
- do not use the AI Application(s) to generate and/or edit Output that (i) is unlawful or harmful, (ii) violates any laws and/or regulations, (iii) violates the Agreement and/or (iv) infringes any third party's rights;
- are entitled to use Input, or have it used by Users, for the AI Application(s).

Article 6: Login

6.1. To use the Service and access the Environment, a User must have a Login. An Administrator provides this Login to the User. The Subscriber, Administrator and Users are responsible for keeping the Login confidential. The Service is also secured through two-factor authentication (2FA).

6.2. Administrators and Users may change a Login password. Changing a Login is at the Administrators' and/or Users' own risk. BaseCRM recommends that the Subscriber ensure that Users or Administrators change Logins associated with the Subscription at least once every two months, and recommends enabling 2FA.

6.3. The Subscriber, Administrator and/or User alone are responsible for the Login and all actions performed with the Service through that Login. BaseCRM may assume that the User is actually the person logging in with the Login. BaseCRM is not liable for misuse or loss of the Login.

6.4. As soon as the Subscriber, Administrator and/or User knows or has reason to suspect that a Login has come into unauthorised hands, they must notify BaseCRM immediately, without prejudice to their own obligation to take effective measures directly, such as changing the Login. The Subscriber indemnifies BaseCRM against third-party claims resulting from or connected with use of a Login associated with the Subscriber.

6.5. If a Login with which a User is already logged into the Environment is simultaneously used again to access the Environment, the existing connection to the Environment is automatically terminated. The Subscriber and/or User bears the risk and any damage arising from loss of and/or damage to Data caused by reusing a Login already in use.

6.6. After five (5) incorrect login attempts, the User's access through that Login is blocked. An Administrator must reset that User's Login in the Environment's administration interface. BaseCRM also uses reCAPTCHA technology during login.

Article 7: Data

7.1. Users determine which Data are stored and exchanged using the Service. BaseCRM does not inspect these Data. The Subscriber is responsible for ensuring that Data stored and exchanged by Users through the Service are lawful and do not infringe third-party rights. Use of the Service and/or Data is at one's own expense and risk. BaseCRM therefore accepts no liability for storing or exchanging Data through the Service. The Subscriber indemnifies BaseCRM against all damage and costs resulting from and/or arising out of third-party claims concerning the Data (or their processing by the Subscriber).

7.2. BaseCRM is not responsible for the accuracy of Data entered by Users or their compliance with (accounting) rules. BaseCRM endeavours to process and validate entries correctly. Incorrect User entries are not recognised as such by the Service and will therefore be processed and stored incorrectly.

7.3. If BaseCRM discovers that Data stored or exchanged using the Service are unlawful, it may delete the Data or block access to them. BaseCRM shall in no event be liable for any resulting damage.

7.4. BaseCRM applies no fixed standard for the amount of Data the Subscriber or Users may process when using the Service. This does not mean that an unlimited amount of Data is permitted. If an Environment's use is higher than average relative to the number of Users, BaseCRM shall notify the Subscriber. If the Subscriber cannot reduce use in that case, BaseCRM is entitled to increase the fee referred to in Article 9.

7.5. BaseCRM is not obliged to assist in transferring the Subscriber's Data from another service to the Environment or from the Environment to another service. BaseCRM is not responsible or liable for any damage suffered by the Subscriber when transferring Data.

7.6. The Subscriber and/or User is responsible for the Data, access to them and their preservation. Except insofar as a request is based on Articles 15 to 18 and Articles 20 to 22 of the General Data Protection Regulation, BaseCRM is not obliged to comply with any request by the Subscriber, a User or a third party to inspect, retrieve and/or provide (deleted) Data. If BaseCRM complies with a request to inspect, retrieve and/or provide Data to the Subscriber, it does so on a best-efforts basis and is entitled to charge additional costs.

7.7. BaseCRM is entitled to require, as a condition for a request to inspect and/or provide Data, that the request originate from (i) the company's directors authorised to sign, based on the information known to the Chamber of Commerce, (ii) a court order or (iii) another competent authority.

Article 8: Support

8.1. BaseCRM provides support to the Subscriber and Users. Support includes first-line support, including general assistance with using the Service, explanation of the documentation and help with ensuring the Service functions correctly. BaseCRM also performs corrective maintenance.

8.2. Support does not include (fully) explaining the Service's possible applications to Users, implementation services, advice on configuring and/or securing workstations and/or infrastructure, or setting up or developing templates. Nor is support provided for software or services other than BaseCRM's Service or for using the Service on mobile devices.

8.3. Support is provided by email (helpdesk@basecrm.com) or telephone. Telephone support is provided to all Users only during Service Hours. BaseCRM shall endeavour to answer questions adequately and advise the User. However, BaseCRM does not guarantee the correctness and completeness of answers and/or advice provided to the User.

8.4. Questions about making accounting entries or accounting rules, and requests for support in independently developing or modifying templates, will not be handled.

8.5. To provide support, BaseCRM may need to control the User's computer remotely ("taking over" the computer). To enable this, the User must grant a BaseCRM employee access to their computer through software designated by BaseCRM, using a session-specific username and password. The User shall provide all cooperation requested by BaseCRM for this takeover.

8.6. BaseCRM is not liable for any damage arising from or resulting from support as referred to in this Article, including but not limited to remote support, answering questions, advising and taking over the User's computer or other device.

8.7. The Subscriber shall ensure that, before seeking support as referred to in this Article, Users first consult the manual behind the question mark on the Service's desktop. If, in BaseCRM's opinion, the Subscriber's Users request excessive support for the same or a similar question and/or request, BaseCRM may charge additional costs.

8.8. Support is provided from a BaseCRM office. The Subscriber shall grant BaseCRM and third parties engaged by it access to the Environment, allow them to make

changes for support purposes and, if necessary, provide access to the Subscriber's physical location.

8.9. BaseCRM also offers support through an emergency line, accessible through BaseCRM's central number: +31 (0)88 1232411 (subject to change). The emergency line may be used only by the Subscriber and/or Administrators and solely to Report a complete, total Outage of the Service. If used for other purposes, BaseCRM is entitled to charge the Subscriber for use of the emergency line. BaseCRM is not liable for incorrect, incomplete or delayed transmission or receipt of a Report caused by defective operation of the Subscriber's or a third party's telecommunications services or equipment.

8.10. BaseCRM determines which employee handles a Report. The Subscriber cannot demand to be assisted by, or have a Report handled by, a specific person.

8.11. After informing the Subscriber, BaseCRM is entitled to charge for handling a Report and/or other support provided to the Subscriber or a User.

8.12. BaseCRM is not responsible or liable for any damage the Subscriber suffers or will suffer in connection with support under this Article.

Article 9: Fees

9.1. Subscription fees are payable monthly in advance. BaseCRM shall send the Subscriber a monthly invoice for use of the Service in the coming month. This invoice shall state at least:

(i) the number of Users,

(ii) the Modules to which Users have access, and

(iii) the number of the Subscriber's Accounts under the Subscription.

9.2. Fees for the number of Users in a Subscription for the coming month are calculated on the maximum number of Users registered by BaseCRM under the Subscriber's Subscription during the preceding month, except Users already inactive under Article 9.3. These fees are charged whether or not a User exercised their right to use the Service.

9.3. An Administrator may set a User to inactive. BaseCRM shall not charge for that User from the month following deactivation. Deactivation is solely and entirely the responsibility of the Administrator and/or Subscriber. Users cannot be set to inactive retroactively.

9.4. Fees for the number of Accounts are calculated on the maximum number of Accounts registered by BaseCRM under the Subscriber's Subscription during the

month concerned. Fees are charged whether or not an Account is used. Only a timely request by the Subscriber under Article 4.5 that BaseCRM has not yet processed constitutes grounds for not charging the Subscriber, at BaseCRM's discretion.

9.5. BaseCRM is entitled to read Data in the Environment relating to the administration interface, automatically or otherwise, and use them to calculate fees payable by the Subscriber. BaseCRM is also entitled to check the number of Users and Modules entered by the Subscriber in the Environment.

Article 10: Payment

10.1. Fees payable by the Subscriber for use of the Service are stated in the Price List. These prices are in euros and exclude VAT. BaseCRM sends the Subscriber an invoice by email each month.

10.2. BaseCRM is entitled to increase its Service prices annually. If BaseCRM has not implemented an annual increase, it remains entitled to include it in a later increase.

10.3. The Subscriber must pay BaseCRM's invoices within fourteen (14) days of the invoice date. An electronically sent invoice is deemed received on its sending date.

10.4. If the Subscriber objects to an invoice, it must notify BaseCRM by email (admin@basecrm.com) within two (2) months of the invoice date. An objection to all or part of an invoice does not suspend the Subscriber's payment obligation.

10.5. If no objection is made to all or part of an invoice within the period in Article 10.4, the obligation to pay the invoiced amount is established. Late payment places the Subscriber in default. Late payment constitutes a material breach of the obligations under the Subscription.

10.6. BaseCRM may ask the Subscriber to pay by direct debit. In that case, the invoiced amount is debited from the Subscriber's bank account on the invoice date. If the Subscriber does not agree to direct debit, payment does not occur or the debit is reversed, BaseCRM is entitled to charge an administration fee of up to five (5) euros per invoice.

10.7. Payments by the Subscriber first settle BaseCRM's oldest outstanding invoice, even if the Subscriber wishes to allocate payment otherwise. The Subscriber is not entitled to withhold or offset any amount it owes or suspend payment.

10.8. If the Subscriber fails to pay the entire invoice on time, BaseCRM shall send two (2) reminders, each granting a further payment period. If the (full) invoice remains unpaid after these reminders, BaseCRM shall issue a demand for payment, charging the administration fee referred to in Article 10.6 and granting a period for

payment. If the invoice is not (fully) paid following that demand, BaseCRM shall provide a final warning with a final period. After that period expires, BaseCRM is entitled to take the measures referred to in Article

10.9. If the Subscriber fails to pay a BaseCRM invoice on time, BaseCRM is entitled:

a. From fourteen (14) days after sending the second reminder referred to in Article 10.8, to notify Users in the Environment and/or otherwise that one or more invoices for the Subscription have not been paid (in full).

b. To charge interest on the amount owed at a rate equal to three-month Euribor plus four percent (4%) per annum from the due date until payment. Instead of this interest, BaseCRM is also entitled to claim statutory interest from the Subscriber under Article 6:119a of the Dutch Civil Code.

c. To suspend the Subscriber's access to the Service until its payment obligations have been met, if the Subscriber has not objected to the invoice under Article 10.4 and the process in Article 10.8 has been completed.

10.10. BaseCRM is entitled to charge activation costs if, after meeting its payment obligation, the Subscriber wishes to resume using the Service following suspension under Article 10.9(c).

10.11. All amounts owed by the Subscriber to BaseCRM become immediately due and payable upon notice of termination of the Subscription.

Article 11: Liability

11.1. Any liability of BaseCRM arising from failure to perform its obligations under the Subscription, tort or any other ground is limited per contract year to:

(i) direct damage, and

(ii) the amount paid by the Subscriber in that contract year in subscription fees for the Service.

Liability for indirect damage, including (pure) financial loss and loss of and/or damage to Data, is excluded.

11.2. A condition for any right to compensation is that the damage be reported to BaseCRM in writing as soon as possible after it occurs. Any claim for compensation lapses upon the mere expiry of twelve (12) months after the claim arises.

11.3. The limitation in Article 11.1 ceases to apply if and insofar as damage results from intent or deliberate recklessness by BaseCRM or its management ("own actions").

Article 12: Indemnity

12.1. The Subscriber shall indemnify BaseCRM for all damage it suffers or will suffer and all costs it incurs or will incur (including legal fees) resulting from:

a. A third-party claim arising from unauthorised use of or changes to the Service by the Subscriber.

b. Failures by the Subscriber and/or a User when using the Service and/or unlawful conduct by the Subscriber and/or a User when using the Service.

c. Third-party claims arising from unlawful storage or exchange of Data through the Service by the Subscriber or a User.

Article 13: Intellectual Property Rights

13.1. All IP Rights in the Website and Service (including Modules), including the functional and technical design, visual design, programming, database structure, usage possibilities and source code of the Service, and all related documents, belong exclusively to BaseCRM or its licensor(s). Supply or use of the Service or any other service or product by BaseCRM does not transfer any IP Rights to the Subscriber or a User.

13.2. All rights of any kind, including IP Rights, concerning Data in an Environment and/or Accounts belong to the Subscriber. By entering Data in the Environment, the Subscriber grants BaseCRM a royalty-free, worldwide licence to use those Data to perform the Service.

Article 14: Confidentiality

14.1. BaseCRM and its employees shall keep confidential all Data in the Environment and all information that can be derived from them. BaseCRM and the Subscriber shall keep confidential all information about each other's business unless disclosure is explicitly authorised or the information explicitly states that it is not confidential.

Article 15: Privacy

15.1. Use of the Service may involve processing personal data, to which the data processing addendum applies.

15.2. BaseCRM is permitted to use a copy of the Environment, insofar as it concerns relationship- and project-related Data, in the test database to check the Environment's operation or test an update to the Service, including to reproduce an Outage and/or other problems.

15.3. The Subscriber shall take appropriate measures to ensure Users use security software commonly installed on a computer, such as antivirus, anti-spam,

anti-spyware, anti-malware, anti-phishing and firewall software, and the security tools provided by BaseCRM.

15.4. The Subscriber indemnifies BaseCRM against third-party claims arising from or related to processing Data and/or (other) personal data.

Article 16: Term and Termination

16.1. A Subscription is entered into for a fixed term with a minimum duration of one (1) year, as specified in the Agreement (initial term).

16.2. After expiry of the initial term, the Subscription is automatically renewed for successive terms of one (1) year unless the Subscriber or BaseCRM terminates it in writing with three (3) months' notice before the end of the relevant period.

16.3. Without prejudice to any other right of the Party concerned, either Party may dissolve the Subscription without owing compensation if the other Party materially fails to perform its obligations and fails to remedy that breach within thirty (30) days after written notice of default, unless notice of default is not required.

16.4. In addition to the grounds for dissolution in Article 16.3, BaseCRM may dissolve the Subscription with immediate effect, without prior notice of default and without owing compensation, if:

a. The Subscriber has not met its payment obligation, the process in Article 10.8 has been completed and the Subscriber has not objected to the invoice as referred to in Article 10.4;

b. The Subscriber acts contrary to the Subscription and/or these General Terms and Conditions, including but not limited to Articles 5.3, 5.4, 8.8, 14 and 15.6; or

c. The Subscriber is bankrupt or subject to suspension of payments, a similar measure under foreign law applies, or it has ceased business.

16.5. As soon as the Subscription ends for any reason:

a. The Subscriber no longer has access to the Service;

b. Payments already made for the Service will not be reversed;

c. The Subscriber's right to use the Service ends and it shall immediately cease and refrain from all use of the Service;

d. BaseCRM is no longer responsible for preserving the Data but shall retain them in the Environment for at least sixty (60) more days. Only before termination of the Subscription may the Subscriber download Data from the Environment and/or obtain Data from BaseCRM by other means, at BaseCRM's discretion. BaseCRM shall

charge the Subscriber the costs associated with downloading and/or providing the Data; and

e. All provisions agreed or intended to survive termination remain fully effective, including but not limited to Articles 7, 11, 12, 13 and 14.

16.6. In the event of cancellation, discontinuation or dissolution of Accounts, a User or a Module, BaseCRM is no longer responsible for preserving Data in those Accounts or that Module or belonging to that User. A User set to inactive under Article 9.3 is excluded from this Article. It is not possible to obtain individual Data from Accounts, a User or a Module. At the Subscriber's written request and at additional cost, Data from the entire Subscription may be made available to the Subscriber by download and/or otherwise, at BaseCRM's discretion. BaseCRM is not obliged to comply with such a request, regardless of an offer to reimburse costs.

Article 17: Force Majeure

17.1. A failure to perform obligations under the Subscription cannot be attributed to BaseCRM, and BaseCRM shall not owe compensation, if the failure results from force majeure within the meaning of Article 6:75 of the Dutch Civil Code. Force majeure includes in all cases:

- Failures by BaseCRM suppliers who are themselves affected by force majeure.
- Electricity, Internet, telephone or cable failures and other connection problems.
- Outages caused by excavation work other than work commissioned by BaseCRM.
- (Distributed) denial-of-service attacks, cybercrime and/or ransomware attacks.
- Refusal of licences or government measures.
- Statutory provisions and strikes.
- Other events that reasonably prevent BaseCRM from meeting its obligations.

17.2. If a failure due to force majeure continues for more than fourteen (14) days, either Party may terminate the Subscription provided it gives written notice of its intention to terminate at least fourteen (14) days in advance. This right lapses if BaseCRM resumes performance in the meantime.

Article 18: Miscellaneous

18.1. The Subscriber agrees to receive notices, newsletters, advertising and other messages from BaseCRM at the email address it has provided. If the Subscriber does not wish to receive these messages, it may notify BaseCRM at helpdesk@basecrm.com.

18.2. All notices from the Subscriber to BaseCRM must be in writing and may be sent by email to helpdesk@basecrm.com. The Subscriber bears the burden of proving

that BaseCRM received an email or other written communication. All notices to the Subscriber may be sent by email or by a message within the Service.

18.3. The Subscriber may not transfer or pledge its rights and obligations under the Subscription without BaseCRM's written consent.

18.4. BaseCRM is entitled, if it has reasonable grounds (for example, continuity of service provision), to transfer its rights and obligations under the Subscription to third parties or subcontract performance of the Subscription wholly or partly to third parties.

18.5. Dutch law applies to the Subscription and all other agreements and legal relationships between the Parties. The Amsterdam District Court has exclusive jurisdiction over disputes relating to the content and performance of the Subscription and all further agreements and legal relationships between the Parties.