



IIVO Connect TERMS AND CONDITIONS OF SERVICES

Hoogendoorn Automatisering B.V.

The 'Hoogendoorn General Conditions Sales and Delivery' apply to the services to be provided by Hoogendoorn Growth Management (hereinafter referred to as 'Hoogendoorn') for the 'IIVO climate computer'. The following conditions apply in addition to the provisions in the 'Hoogendoorn General Conditions of Sale and Delivery'. Insofar as these terms and conditions conflict with the provisions of the Hoogendoorn General Conditions of Sale and Delivery, these terms and conditions will prevail.

Article I: IIVO Connect commencement date and contract period

1. The first contract for Hoogendoorn's provision of IIVO services to the Customer will commence on the date of commissioning and will be valid for one year after commissioning. 'Commissioning' refers to the date on which the first user registers with Hoogendoorn on the Customer's behalf and activates/verifies its account by e-mail.
2. Hoogendoorn will send the Customer an invoice for the next contract year prior to the expiry of the first contract year. The contract will be renewed after the Customer has settled the invoice for the new contract year in good time.
3. If the Customer fails to renew the contract on time, Hoogendoorn will no longer provide the services listed below after the expiry of the current contract year. Hoogendoorn cannot be held liable for any damages arising from the discontinuation of the IIVO Connect services.

Article II: Support and events

1. Hoogendoorn will make every effort to provide the services to the best of its ability.
2. The support that Hoogendoorn offers is given remotely. Your Hoogendoorn support site provides this service on working days and during office hours. Support is available 24 hours a day, 7 days a week for urgent malfunctions only.
3. The Customer can submit requests for support to the Hoogendoorn Helpdesk based on tickets submitted or e-mails sent. The Hoogendoorn help desk can be reached for this purpose using the contact details stated on <https://customer.hoogendoorn.nl>.
4. To be able to provide the best possible support, a properly functioning internet connection is required, so that Hoogendoorn's employees and/or the Customer's installer can log in to obtain more information about the support request or to show the Customer how to perform a particular task.

Article III: Software updates

1. Provided the Customer has a current contract at the time that a software update becomes available and will be installed by Hoogendoorn, one or more software updates will be installed every year.
2. Software updates are used to fix bugs in software, to improve functional operability or to enhance user friendliness. Hoogendoorn only has a best-efforts obligation to repair errors in software during the term of the contract. However, it cannot guarantee that the software will work or continue to work without interruption or errors.
3. Hoogendoorn only installs software updates remotely. Hoogendoorn is not responsible for the incorrect implementation of a software update that is due to malfunctions or interruptions in internet and other communication connections.
4. Hoogendoorn or its partners cannot be held responsible for damages due to incorrect customer and/or engineer settings.
5. Hoogendoorn or its partners cannot be held responsible for consequential damages or loss or corruption of data or settings as a result of performing a software update, unless gross negligence or deliberate intent on the part of Hoogendoorn employees can be demonstrated. Hoogendoorn will never be obliged to restore corrupted or lost data.

Article IV: Online backup

1. As part of IIVO Connect, online backups of the Customer's data or settings can be made automatically. The Customer has to

activate this function manually. Hoogendoorn will keep these backups in a cloud environment for the duration that Hoogendoorn usually applies. If the Customer does not wish to use this part of IIVO Connect, the Customer will be able to deactivate the function itself in the IIVO user environment. If the Customer requires assistance in this respect, the wish to deactivate the online backup function must be communicated in writing to the Hoogendoorn support department in the manner stipulated in Article III for a request for support.

2. The Customer is responsible for monitoring the success of a backup, handling any alerts that may occur and checking the availability of successful backups in IIVO's online user environment. The Customer also remains responsible at all times for complying with all legal administration and retention obligations.
3. Hoogendoorn has taken all reasonable measures to maximise the robustness of the online backup service, using settings, alerts and monitoring. However, because third-party services are used, Hoogendoorn cannot guarantee that the service will be error-free or uninterrupted. Except in the event of gross negligence or deliberate intent on the part of Hoogendoorn's managers or equivalent subordinates, Hoogendoorn cannot be held liable for damages suffered by the Customer due to backups carried out or not carried out, successful or unsuccessful backups or the inability to restore the data or settings from the backup or obstacles to this.
4. By activating the automatic backup function, the Customer agrees to store the data from the climate computer in the cloud. Hoogendoorn purchases cloud services from third parties. Under no circumstance can Hoogendoorn be held accountable for possible data leaks or damage or loss of data caused by these third parties.

Article V: Data security

1. With respect to the design and maintenance of the software and the provision of the IIVO services, Hoogendoorn will make every effort, insofar as it is within its capacity and area of responsibility, to protect the Customer's data against deliberate or unintentional destruction or corruption, changes to or disclosure of that data. Hoogendoorn will secure the IIVO services using state-of-the-art hardware and software against misuse of and unauthorised access to the Customer's data, and will regularly implement improvements, in any event when generally accepted results of published research so warrants.
2. Hoogendoorn will only use the Customer's data for its own internal purposes, such as troubleshooting and product development, and not for external commercial purposes.
3. Except in the event of gross negligence or deliberate intent on the part of Hoogendoorn's managers or equivalent subordinates, Hoogendoorn cannot be held liable for third-party breaches of security of the Customer's data and the damages suffered by the Customer as a consequence, regardless of the nature and extent.





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Article VI: Remote access and remote control

1. As part of the IIVO services, Hoogendoorn offers the option of using remote control to operate the IIVO, on the condition that the Customer has a current contract. The service applies to three users, but more users may use the service for a fee.
2. The users registered for this service can access the IIVO and read and control data using a SaaS solution.
3. Hoogendoorn will make every effort to minimise the downtime of its SaaS solution. Hoogendoorn cannot guarantee the exact amount of the uptime. Hoogendoorn may change the content, operation or scope of the SaaS solution. Hoogendoorn may also temporarily decommission the SaaS solution entirely or in part so that it can carry out preventive, corrective or adaptive maintenance or other kinds of service. Hoogendoorn will make every effort to keep this decommissioning to a minimum. Hoogendoorn will send the Customer and users messages in good time to notify them of changes, maintenance or decommissioning. Hoogendoorn is not obliged to maintain, change or add certain features or functionalities in the SaaS solution specifically for a Customer.
4. In any event, Hoogendoorn cannot be held liable for the failure or incorrect functioning of this service if this is caused by disruptions in the internet or other communication connections.

VII: Prices, invoicing and payments

1. In accordance with the contract, Hoogendoorn is entitled to index the amount to be paid annually.
2. The amount that Hoogendoorn invoices annually for the following year is based on the Customer's total software configuration (gross price). If changes are made in the software configuration, this will be charged in the invoice for the next contract year.
3. Amounts are excluding VAT. Payment of the invoice that Hoogendoorn sends to the Customer for renewing the contract must be made within 30 days of the invoice date, but always before the current contract year expires, even if the payment term is shorter as a result.
4. Failure to pay the invoice will result in Hoogendoorn terminating the contractually agreed services. Software updates will also no longer be offered, and the other IIVO Connect services will also lapse. If support is nevertheless provided to the Customer after the day that the year of support in accordance with IIVO Connect has ended, Hoogendoorn will send an invoice to the Customer for this in accordance with the rates applicable at the time.
5. The Customer is not entitled to reimbursement of amounts paid in advance. Hoogendoorn will not honour requests for partial or full refunds of paid invoices, even if the Customer no longer uses IIVO Connect, regardless of the reason for this.

VIII. Suspensive conditions

Hoogendoorn is not obliged to provide the agreed IIVO Connect services and may suspend them, without being under an obligation to reimburse funds, if and as long as:

1. The Customer does not install the software updates or refuses to provide Hoogendoorn with the necessary support it requires.
2. Disruptions are the result of external conditions that prevent the system from functioning properly.
3. The Customer does not have user rights for the system.
4. The Customer uses equipment that is not suitable for the installation of the software and storage of the data.
5. The Customer makes changes to the software, or to the SQL database where the software data is stored, without Hoogendoorn's prior written consent.
6. The Customer is no longer entitled to use the software due to failure to comply with the provisions of this contract, including the financial clauses.
7. Hoogendoorn also reserves the right to send the Customer an invoice for service hours based on the rates applicable at the time if it is clear that a disruption was not caused by the products supplied by Hoogendoorn.
8. The software for which the Customer submits a service request was not supplied by Hoogendoorn, unless Hoogendoorn has

expressly stated in writing that the software is 'suitable' for the system in question.

IX: Using the weather and radar forecast services

1. Hoogendoorn purchases the weather and radar forecast services from third parties. Hoogendoorn will take all reasonable measures to ensure the accuracy and timely delivery of the services by these third parties, but cannot guarantee that the services will be error-free or uninterrupted, since the delivery of the services depends on the availability of this information from the third parties in question.
2. The Customer acknowledges the inherent uncertainty in weather and rainfall forecasts and accepts that Hoogendoorn cannot guarantee the accuracy of weather and rainfall forecasts. Hoogendoorn disclaims all liability resulting from inaccuracy in a weather and rainfall forecast.
3. The Customer acknowledges that it has made and always makes its own assessment of the suitability of the services for the use it intends to make of them. Nothing in the services constitutes a recommendation or advice regarding following or not following any particular course of action.
4. Hoogendoorn disclaims all liability for errors or disruptions in network connections and/or end-to-end connectivity via the internet and/or performance problems experienced on the internet or other networks that are beyond Hoogendoorn's direct control.
5. Hoogendoorn is never obliged to provide more than what it is able to claim from the supplier of the service in question.

