Appendix 2. General Terms and Conditions Safesight bv.

(Version August 2022)

General Provisions

Article 1 Definitions

- Agreement: the assignment agreement between Safesight and the Client.
- Assignment: the delivery of the Software Application by Safesight in the framework of an Assignment Agreement, as further specified in Article 2 of the Agreement and in any Appendix/Appendices to the Agreement; the activities may relate, *inter alia*, to the (causing of) development, exploitation and/or delivery of the Software Application in the area of safety, software support, providing advice/consultancy, whether or not including the use of the Software Application.
- Client: the individual or legal entity or company otherwise as referred to as Party 2 in the Agreement, which gives the Assignment, as a client, to Safesight to perform certain activities and/or deliver the Software Application and/or Services.
- General Terms and Conditions: the specific terms and conditions of Safesight pursuant to which the Client may be entitled to use the Software Application in the framework of the Assignment and in order to support the activities of Safesight.
- Safesight: the private limited liability company Safesight BV, having office in (3526 KS) Utrecht at Europalaan 100, and/or an affiliate company, referred to as Party 1 mentioned in the Agreement.
- Software Application: the digital system developed and/or deployed by Safesight, including any associated app(s), which, if such constitutes an explicitly part of the Assignment, may be used by the Client to support its organization, within the framework of that Assignment. The exact content of the Software Application made available to the Client in respect whereof the Client may exercise specific rights, is specified in the Agreement.
- User Fee: the monetary compensation that Safesight shall receive from the Client for the use of the Software Application.

Article 2 Applicability of the General Terms and Conditions

2.1 These General Terms and Conditions constitute an inextricable and integral part of the Agreement concluded by the Parties.

2.2 In the event of any conflict in the interpretation of the content of the Agreement concluded by the Parties, the provisions in the Agreement shall prevail over the provisions of these General Terms and Conditions.

2.3 These General Terms and Conditions shall apply to all offers made by Safesight and to all agreements whereby a Client gives to Safesight the assignment to perform (or have performed) the activities (e.g. the right to use the Software Application by the Client) as described in the Assignment.

2.4 The Client expressly accepts the applicability of these General Terms and Conditions, also in relation to Safesight's subsequent Assignments and Offers.

2.5 The applicability of general terms and conditions of the Client, in whatever way they may be referred to, is hereby explicitly rejected.

2.6 Safesight shall be entitled at all times to unilaterally modify all or part of these General Terms and Conditions. Safesight shall notify the Client of the modifications to its General Terms and Conditions. If the Client is of the opinion that the new General Terms and Conditions are unacceptable, it must inform Safesight thereof in writing within 10 (ten) working days after the notification, failing such the Client shall be deemed to have irrevocably accepted the new General Terms and Conditions.

2.7 Provisions in the General Terms and Conditions which by their nature are intended to continue after the expiry of the Agreement or the Assignment, shall stay in effect thereafter. These provisions include in any case guarantees, indemnities, liability, confidentiality, intellectual property and applicable law and choice of forum. Termination of the Agreement or the Assignment, for whatever reason, shall not affect these provisions.

Article 3 Right of Use of the Software Application

3.1 Safesight offers the Client the possibility to use the Software Application within the framework of the Assignment.

3.2 Unless explicitly specified in writing in the Agreement, Safesight shall grant to the Client a non-exclusive right during the term of the Agreement to make available and use the Software Application exclusively in the framework of the performance of the Assignment.

3.3 The right of use of the Client is limited to that use of the Software Application, for which at the time of giving the Assignment, there were firm resolutions.

3.4 The Client shall not be entitled to use (parts of) the Software Application in a broader or different manner than agreed upon without Safesight's prior written consent. In the event of a non-agreed broader or other use, including modification, mutilation or violation of (parts of) the Software Application, Safesight shall be entitled to compensation for infringement of its intellectual property rights of at least € 5.000 (five thousand euro) excluding VAT, and of at least a compensation that reasonably and in fairness is proportionate to the infringement, without prejudice to Safesight's right to claim compensation for the actual damage incurred.

Article 4 Obligations of the Client

4.1 The Client is obliged towards Safesight to fully comply with all obligations and instructions of the authorities, which relate to any activity of the Client. The Client guarantees to Safesight that it has all the necessary permits with regard to (the result of) the Assignment in the framework whereof Safesight performs its activities and/or delivers its Software Application and/or Services, and the Client shall grant to Safesight immediate access, upon request, with regard to obtaining the relevant permits and all (possible additional) permit conditions in respect thereof, and/or a copy thereof.

4.2 The Client shall take care of all that Safesight has received in connection with the use of the Software Application in the framework of the Assignment, as a good family man.

4.3 If the Client shall fail to comply with any obligation described above, or after at least three (3) written reminders shall fail to properly comply with it, the Client shall be in default, and no further notice of default shall be necessary, and Safesight shall be entitled to terminate the Agreement or the Assignment with immediate effect and immediately cease or suspend its activities, without prejudice to the Client's obligation to pay the agreed Fee and Expenses to Safesight in full.

Article 5 Fees, expenses and payment

5.1 All fees and Expenses are exclusive of VAT and other levies that are or will be imposed by the authorities.

5.2 If the Client fails to pay the amount due within the applicable period, the Client will be in default by operation of law and will owe to Safesight the contractual interest of 1.5% (one and a half percent) per month or part of a month.

5.3 If the Client fails to pay the amount due, Safesight will hand over its claim for collection, and serve all costs involved therein, which amount will be determined on the basis of the law, with a minimum of € 500.00 (five hundred euro) (excluding VAT) to be paid by the Client to Safesight.

5.4 Safesight has the right to increase its fees annually, on January 1, but not earlier than after 12 months from the start of the first contract, in conformity with the Consumer Price Index (CPI), as published by Statistics Netherlands, without this entitling the Client to terminate the Agreement or otherwise. Safesight shall be entitled to implement the cost increase at a later date if it considers this desirable from an administrative point of view.

Article 6 Availability and Maintenance of the Software Application

6.1 The Software Application is managed and maintained by and on behalf of Safesight and, if necessary, fixed in accordance with the requirements of good workmanship. In this regard, Safesight will take adequate measures to prevent or control viruses, trojan horses and malware that may affect the use of the Software Application. Client is responsible for arranging adequate security to prevent the uploading and downloading of viruses, trojan horses and/or maleware on the devices used by Client on which the software of Safesight is used.

6.2 Safesight shall, where appropriate, allow the Client, on its own initiative and if reasonably possible, to do so without the Client being able to derive rights thereof, under the same conditions within the framework of the new versions Assignment (maintenance updates) of the Software Application.

6.3 Safesight shall have the right to put the Software Application or parts thereof temporarily out of use for purposes of maintenance, adjustment or improvement thereof, and or for purposes of maintenance, modification or improvement of the associated software or other facilities. Safesight shall arrange such shutdown as much as possible outside office hours and, if applicable, on predetermined event days and, if possible, timely inform the Client of the planned shutdown. Safesight shall never be liable for compensation of damages of any kind, in connection with such shutdown.

6.4 Safesight shall have the right to put the Software Application or parts thereof temporarily out of use if it is confronted with claims from third parties, of whatever nature, e.g. in the form of notice and take down requests due to (alleged) infringement or the unlawful acting in connection with the use of the Software Application in the framework of the Assignment.

6.5 Notwithstanding the right of advertising as provided in Article 12 of these Terms and Conditions, the Client is obliged to immediately report any malfunctions or disfunctions of the Software Application to Safesight. Safesight will then investigate the report and, if possible and necessary for the proper functioning of the Software Application, try to remedy the malfunction.

Article 7 Execution

7.1 In the execution of the Assignment, Safesight applies the following 'service levels':

Service item	Service definition	Measuring unit	Norm
Software application	Availability.	Hours per week.	7x24
	Availability guarantee	In % of availability.	98
	Service window: 8:00 am. – 10:00 pm.	Hours per week.	7x14
	Data loss (Return Point Objective)	In minutes	30
Support	Availability by e-mail and phone.	Hours per week.	7x24
Maintenance & releases	Is done during work days and when there are no important events planned.	-	-

7.2 In the execution of the Assignment, Safesight uses the following process for reporting "incidents":

1. Client detects bug/ malfunction in Software application Safesight.	2. Client reports bug/ malfunction by phone to Safesight.	3. Safesight confirms report of bug/ malfunction by client by e-mail.	4. Safesight informs client by e-mail about expected time to fix bug/ malfunction.	5. Safesight informs client by e-mail when bug/ malfunction is fixed.
1. Safesight detects critical bug/ malfunction in Software application Safesight.	2. Safesight informs client about critical bug/ malfunction by e-mail.	3. Safesight informs client by e-mail about expected time to fix the critical bug/ malfunction.	4. Safesight informs clients via website on the progress of the fix the critical bug/ malfunction.	5. Safesight informs client by e-mail when bug/ malfunction is fixed.

Article 8 Retention of Ownership and Intellectual Property

8.1 Safesight shall retain the ownership of the Software Application, Services and other things delivered or to be delivered by it, until the Client has paid everything it owes to Safesight for whatever reason. Safesight shall retain, at all times, ownership of Software Application, Services and other things made available for use by the Client, whether or not within the framework of usage rights granted therein, unless the parties have agreed otherwise in the Agreement.

8.2 The Client may not assign the rights and/or obligations arising from the Agreement or the Assignment, in whole or in part, to third parties, without Safesight's prior written consent. In the event Safesight shall grant such consent, it may attach further conditions thereto, and this shall not discharge the Client from its obligations under the Agreement or the Assignment.

8.3 The Contractor shall only be entitled to use the Software Application as described in the Agreement or the Assignment and any Appendix/Appendices, as well as in the Terms and Conditions. The Client may not (cause to) reproduce, disclose or change - in any manner whatsoever, through any medium and to any extent whatsoever - the Software Application and/or Services, supplied within the framework of the Assignment, without Safesight's prior written consent.

Article 9 Data

9.1 During the term of Client's right of use in relation with the Software Application in the framework of the Assignment, the Client has the opportunity at any time to view the data relating to its own organization or its own event in the Software Application and to archive this data in its own organization.

9.2 At the end of the terms of the Client's right of use in relation with the Software Application in the framework of the Assignment, Safesight will send to the Client, at the Client' request, a written report of the data relating to its own organization or to the Client's own event.

9.3 Client is and shall remain the owner of its own data, collected and processed at all times by using the Software Application in the framework of the Assignment. Safesight is and shall remain at all times entitled to use these (anonymized) date in the framework of the development and exploitation of its Software Application and Services.

9.4 Safesight shall handle the data obtained, collected and processed in a careful and confidential manner by using the Software Application in the framework of the Assignment.

9.5 Safesight shall adequately secure, collect and process confidential data obtained by using the Software Application in the framework of the Assignment.

9.6 In the framework of a proper performance of this Agreement, Safesight shall process the personal data of people working at or on behalf of the Client, as agreed in the Proposal. This concerns, in any case, the storage and further processing of the following personal data: name, (mobile) telephone number, email address, and possibly location data, actions that are logged via a digital logbook and possibly GPS data of persons working at the organization where the Software Application is used and who work as an official in accordance with the Software Application. Safesight is the so-called data controller in accordance with the GDPR (General Data Protection Regulation). This means that Safesight shall decide which personal data will be processed, for what purpose and in what manner. Safesight shall be responsible for processing personal data of the Client in accordance with the GDPR and shall take appropriate technical and organizational measures to this end.

Every Client that shall enter into an agreement with Safesight for the purchase and use of its Software Application and Services and that shall provide personal data to Safesight for the Software Application and Services, shall itself be the data controller responsible for managing, providing and keeping this personal data up to date. This also especially applies to the specific 'content' that an organization shall contribute to the Software Application and that may contain personal data. The Client shall indemnify Safesight for any liability and claims in respect of third parties.

9.7 Safesight shall treat data that have been made confidentially available to Safesight by or on behalf of the Client as confidential information. Safesight shall not make this information available to third parties or make it public, unless a proper execution of the Assignment, a legal obligation or the court requires Safesight to do so.

9.8 Unless agreed otherwise in writing in the Agreement or the Assignment, Safesight will only publicly disclose the name of the Client after prior permission.

Article 10 Confidentiality

10.1 Each party must keep absolutely confidential all the data, information and documents of a confidential nature, which it has received from the other party.

Article 11 Notice of Default and Liability

11.1 The Client is and shall remain, at all times, with due observance of any instructions from the authorities, independently and primarily liable for the overall safety and security of the organization, the project, the event, the consequences of any (threatening) disasters, the consequences of the actions in response to a (threatening) disaster and the choices made in connection thereof, as well as the well-being and health of the people who are on or around the area where the Software Application is used, as well as the items already situated there. With respect thereto, Safesight only supplies its Software Application and/or performs activities commissioned by and in support of the Client. Safesight shall not accept any liability in this respect, and the Client shall fully indemnify Safesight against any liability and ensuing third-party claims.

11.2 The Client is and shall remain at all times independently and primarily liable for the correct compliance with all applicable legislation and regulations, the license(s) granted to it and the agreements and/or instructions issued by the authorities with regard to the organization. Safesight shall not accept any liability in this respect, and the Client shall fully indemnify Safesight against any liability and ensuing third-party claims.

11.3 Third parties, as well as any (other) suppliers, which in one way or another contribute to the organization, shall also be, at all times, independently and primarily liable for the execution of their own activities. Safesight shall not accept any liability in this respect, and the Client shall fully indemnify Safesight against any liability and ensuing claims of said third parties.

11.4 Safesight shall only be in default of fulfillment of any obligation towards the Client, if it has not responded to a written and sufficiently substantiated notice of default by the Client with due observance of a reasonable term. Safesight shall not be liable for any damage resulting from any failure of Safesight in the performance of its obligations towards the Client or any damage directly or indirectly resulting from the Software Application made available by or on behalf of Safesight and/or the delivery of other Services, unless such damage is due to intent or gross negligence of Safesight.

11.5 If and insofar as Safesight may be liable to the Client, irrespective of the aforementioned, on any grounds whatsoever, such liability shall at all times be limited to direct damage, and to the amount equal to the invoice value of the service which gave rise to the damage. Insofar as the invoice value of the service may be higher, such liability shall at all times be limited to the amount that will actually be paid out under the civil liability insurance of Safesight. Safesight shall provide to the Client a copy of the insurance policy and of its conditions at the Client's first written request.

11.6 The Client shall indemnify Safesight against all third-party claims in respect of damages of whatever nature, for which it is not liable as a result of the above. This includes, but is not limited to, damages resulting from the use and further exploitation, in any way whatsoever, of the result of the Assignment.

11.7 The Client shall indemnify Safesight for all third-party claims for the recovery of damages arising from or related to the non-compliance, incomplete and/or late compliance with the regulations referred to in Article 4 and for all fines imposed imposed by the authorities in connection therewith. The Client shall also indemnify Safesight for all third-party claims for recovery of damages resulting from shortcomings in the Software Application delivered, including the defective execution and/or safety thereof, as well as for recovery of damage as a result of any acts of the Client or of its employees and/or (other) third parties (including any subcontractors) in the fulfillment of the Agreement or the Assignment.

Article 12 Complaints

12.1 The Client must inform orally Safesight of any complaint regarding the execution by Safesight of the Agreement or the Assignment, immediately after discovery, and then to confirm such in writing to Safesight within 48 (forty-eight) hours. If the Client shall remain in default, Safesight is deemed to have fulfilled its obligations.

Article 13 Force Majeure

13.1 In the event of force majeure, Safesight shall be relieved of its obligation to fulfill the Agreement or to further perform the Assignment, as long as the relevant impediment continues to exist. Force majeure shall mean in any case: any circumstance independent of the will of Safesight, as a result whereof Safesight's obligations to the Client will be impeded in whole or in part, or as a result whereof Safesight cannot be reasonably required to fulfill its obligations.

Article 14 Termination of the Agreement or the Assignment

14.1 Parties are entitled to fully or partially terminate the Agreement with the Client, without further notice of default or judicial intervention, or - at its own discretion - to suspend further performance of the Agreement or the Assignment, if:

a. one of the parties has been declared bankrupt or if an application to that effect has been submitted to it, or if has been declared that it is subject to a statutory debt restructuring, or if an application to that effect has been submitted to it;

b. one of the parties has applied for a suspension of payments;

c. one of the parties has been placed under guardianship;

d. a substantial part of one of the parties capital has been seized;

e. the legal entity of one of the parties has been dissolved, or one of the parties company has been liquidated;

Article 15 Applicable Law and Competent Court

15.1 Dutch law shall exclusively apply to the Agreement, the Assignment and these General Terms and Conditions.

15.2 The Parties explicitly exclude the applicability of the Vienna Sales Convention.

15.3 All disputes between the Parties will be settled by the competent court in Amsterdam (The Netherlands), to the exclusion of any other judge.