

General Terms and Conditions Zenvoices

Version: 1.2

These general terms and conditions apply to all offers and the resulting agreements between Zenvoices B.V., having its registered office at Stationsweg 19, 6711 PJ, Ede, and registered with the Dutch Chamber of Commerce under registration number **66862892** (hereinafter referred to as "**Zenvoices**"), and counterparties ("**Customer**").

Provisions or conditions stipulated by the Customer that deviate from, or are not included in, these general terms and conditions shall only be binding if and insofar as they have been expressly accepted in Writing.

These general terms and conditions consist of the following modules:

- Module A – General
- Module B – Service Levels
- Module C – Processing of Personal Data

Module A: General

The general provisions of module A apply to all agreements that Zenvoices concludes with the Customer.

Article 1. Definitions

In these General Terms and Conditions, some terms are capitalized. These terms, both in singular and in plural, each have the meaning given to them in the overview below. Terms capitalised in these General Terms and Conditions but not defined herein shall have the meaning ascribed to such term in Regulation (EU) 2023/2854 (the "**Data Act**").

- 1.1. **Account:** the personal account of the End User that is necessary to access (and use) the Software.
- 1.2. **Agreement:** the arrangements between the Parties for the provision of the Services, of which the quotation or a digital service description, these General Terms and Conditions including applicable modules, and any additional Written agreements between the Parties form an integral part.
- 1.3. **Availability:** the time period during which the Software can be accessed and used by the End Users within a given time unit, expressed as a percentage.
- 1.4. **Business Hours:** from 9:00 AM to 5:00 PM (Dutch time) on business days, excluding Dutch public holidays.
- 1.5. **Confidential Information:** all information that is marked as confidential or that the receiving Party should reasonably understand to be of a confidential nature. The content of the Agreement is, in any case, considered confidential.
- 1.6. **Customer Data:** all information and data that is stored via the Software by the Customer or End Users, or otherwise provided to Zenvoices under the Agreement.
- 1.7. **Emergency Maintenance:** unforeseen maintenance activities required as a result of Incidents that, due to their nature, require immediate intervention by Zenvoices.

- 1.8. **End User:** any natural person who has an Account and who is allowed to use the Software under the Agreement.
- 1.9. **Excluded Data:** categories of data as referred to in article 25(2)(f) of the Data Act.
- 1.10. **General Terms and Conditions:** these terms and conditions consisting of multiple modules, including any appendices.
- 1.11. **Incident:** the substantial failure of the Services to meet the agreed specifications, as well as any situation of unavailability not resulting from maintenance.
- 1.12. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trade name rights, rights to know-how, trademark rights, design rights, neighbouring rights, and patent rights.
- 1.13. **Maintenance Window:** from Monday to Friday between 7:00 PM and 6:00 AM (Dutch time).
- 1.14. **Priority:** the level of priority assigned to an Incident based on its urgency and impact, as specified in the Service Level Agreement.
- 1.15. **Response Time:** the time elapsed between the moment the Customer has reported an Incident in accordance with Module B and the moment Zenvoices provides an initial substantive response regarding the reported Incident.
- 1.16. **Resolution Time:** the time elapsed between the moment the Customer submits an Incident report in accordance with the provisions of Module B, and the moment Zenvoices has provided or proposed a (temporary or permanent) Solution for the Incident.
- 1.17. **Retrieval Period:** the period referred to in article 25(2)(g) of the Data Act.
- 1.18. **Scheduled Maintenance:** regular maintenance activities that, as much as possible, are announced in advance by Zenvoices to the Customer.
- 1.19. **Services:** the services provided by Zenvoices as agreed between the Parties, which may include the granting of licenses and the provision of access to the Software, as well as any additional services such as maintenance, support, and hosting.
- 1.20. **Software:** the Zenvoices software provided to the Customer in the form of "software-as-a-service".
- 1.21. **Solution:** any measure that definitively or temporarily resolves an Incident. If Zenvoices provides a temporary solution, it will make efforts to deliver a definitive solution as soon as possible.
- 1.22. **Transition Period:** a transition period as referred to in article 25(2)(a) of the Data Act.
- 1.23. **Trial Period:** the period during which the Customer may use a demo version of the Software free of charge.
- 1.24. **Written / In Writing:** for the purposes of these General Terms and Conditions, "In Writing" also includes communication by e-mail, via the Software, or other forms of digital communication, provided the sender's identity and the integrity of the content are sufficiently established.

Article 2. Applicability

- 2.1. These General Terms and Conditions apply to every offer, quotation and resulting agreements to which Zenvoices is a party.
- 2.2. These General Terms and Conditions are divided into different modules, each of which contains a specific set of rules regarding a sub-topic.
- 2.3. The applicability of any (purchase) conditions of the Customer is expressly excluded.

- 2.4. Zenvoices' obligations under these General Terms and Conditions in connection with the Data Act shall apply only if and to the extent that such obligations are required under the Data Act.
- 2.5. In the event of a conflict, if a specific module applies, this specific module takes precedence over the general module. The Agreement may, among other documents, include the following documents. In the event of a conflict, the following order of precedence shall apply:
- a. a quotation, other offer or service description on the website or in a portal of Zenvoices;
 - b. any additional Written agreements;
 - c. the General Terms and Conditions.
- For the avoidance of doubt, if Zenvoices has provided a quotation or made another offer to the Customer, the description on the website or portal of Zenvoices will take precedence over the description in the quotation or the offer unless it relates to agreements in the quotation or the offer about applicable prices for corresponding Services (descriptions).

Article 3. Conclusion of the Agreement

- 3.1. The Agreement may be concluded, among other ways, following the Customer's online registration on the Zenvoices website and after acceptance of an offer for the purchase of the Services. In the case of oral acceptance (of a quotation), Zenvoices may require Written confirmation before commencing performance.
- 3.2. If the Agreement has been concluded via a quotation or another (digitally) signed document, the Customer is required, after the Agreement has been concluded, to register independently via the Zenvoices website or portal and to activate the agreed Services.
- 3.3. If the Agreement has been concluded in the manner described in the previous paragraph, the content of the Agreement (regarding the chosen subscription, term, etc.) will depend on the selections made by the Customer when activating the Services via the Zenvoices website or portal.
- 3.4. Only a service description on the Zenvoices website or in a Zenvoices portal, or a description of the Services agreed upon by the Parties in the quotation or additionally in Writing, is binding.
- 3.5. All offers and quotations issued by Zenvoices are non-binding and valid for a period of thirty (30) days, unless otherwise indicated in the quotation or offer. Zenvoices is not obliged to accept an acceptance submitted after this period has expired, but if Zenvoices nevertheless proceeds to do so, the quotation or offer shall still be deemed accepted. Zenvoices is only bound by an acceptance by the Customer that deviates (whether on minor points or not) from the offer if Zenvoices expressly accepts the deviating acceptance in Writing.
- 3.6. If the Customer does not explicitly indicate agreement with Zenvoices' offer or quotation, but nevertheless gives the impression of acceptance (for example, by having Zenvoices perform certain activities that fall within the scope of the offer or quotation), the offer or quotation shall be deemed accepted.
- 3.7. If the Customer requests Zenvoices to perform certain activities without waiting for a formal offer, Zenvoices is entitled to charge for these activities on a time and material basis at Zenvoices' standard rates.

- 3.8. The application of articles 6:227b paragraph 1 and 6:227c of the Dutch Civil Code is excluded.

Article 4. Trial Period

- 4.1. The Agreement relating to the Trial Period is concluded at the moment the Customer registers for the Trial Period on the Zenvoices website, thereby initiating the Trial Period.
- 4.2. The Agreement relating to the Trial Period is valid for a duration of thirty (30) days. After the Trial Period ends, the Customer has forty-five (45) days to either purchase the paid version of the Services or to download any Customer Data. After this period, the Customer will lose access to the environment, and any Customer Data processed through the Services will be deleted. If the Customer decides to continue using the Services after the Trial Period, it may purchase the paid version of the Services. If, during the Trial Period, the Customer decides to purchase the paid version of the Services, it can activate the paid version itself via the Zenvoices website or portal. In such a case, the Agreement relating to the Trial Period will automatically end on the date the Agreement for the paid version of the Services enters into effect.
- 4.3. In deviation from the provisions elsewhere in these General Terms and Conditions regarding usage rights, the Customer and its End Users are only entitled to use the Software for testing purposes. Operational use of the Software is not permitted, and the use of Customer Data during the Trial Period is at the Customer's own risk
- 4.4. During the Trial Period, the Customer accepts that the Software only contains the functionality and other characteristics as encountered in the Services ("as is"), meaning with all visible and invisible errors and defects. For the avoidance of doubt, Module B concerning service levels does not apply.

Article 5. Duration and termination

- 5.1. The Agreement is entered into for the agreed duration, commencing on the day the Agreement is concluded. In deviation from the foregoing, if the Agreement has been concluded via a quotation or another (digitally) signed document, the term of the Agreement shall commence at the moment the Customer has registered via the Zenvoices website or portal and activated the agreed Services. If no specific duration has been agreed, the term of the Agreement shall depend on the type of subscription:
- a. Agreements not falling under sub b. or c. are entered into for an indefinite period and may be terminated ("*opgezegd*") at any time by the Customer with immediate effect by submitting a Written request or by cancellation via the Zenvoices web portal. The costs for the month in which termination ("*opzegging*") occurs will be charged by Zenvoices on a pro rata basis afterward. Zenvoices may terminate ("*opzeggen*") such an Agreement subject to a notice period of six (6) months. The foregoing in this sub a. does not apply if Zenvoices' offer specifies that the Agreement is for a fixed term (such as an annual subscription). In that case, the term included in the offer applies, and the Agreement cannot be terminated prematurely. Such Agreements are tacitly renewed for the duration of the initial term unless either Party terminates the Agreement with a Written request or via the Zenvoices web portal effective at the end of the

- current term of the Agreement, observing a notice period of one (1) month.
- b. Pay-per-use subscription (offered until 23-01-2021):
 - i. The Parties enter into this Agreement for an indefinite period;
 - ii. The Parties may terminate this Agreement in Writing with immediate effect.
- c. Per-administration subscription (offered until 04-03-2019) and "Vast & Zeker 2019" (offered until 01-11-2020):
 - i. The Parties enter into this Agreement for a period of one (1) year;
 - ii. This Agreement shall be tacitly renewed, unless either Party terminates the Agreement effective on the renewal date by means of a Written request, subject to a notice period of three (3) months.
- 5.2. Agreements that do not pertain to Zenvoices' standard Services and that have been concluded via a quotation or signable document shall be valid for a duration of one (1) year, if no term has been agreed upon. Such Agreements cannot be terminated prematurely and shall be tacitly renewed for the duration of the initial term, unless either Party terminates the Agreement with a Written request effective at the end of the current term of the Agreement, observing a notice period of one (1) month.
- 5.3. An Agreement with a fixed-term may only be terminated prematurely if such a termination possibility is provided for in the Agreement, or with the mutual consent of both Parties.
- 5.4. The Customer may, within forty-five (45) days after termination of the Agreement, download and store under its own control the Customer Data that was collected, processed, and stored using the Software. After this period, the Customer will no longer have access to the Customer Data.
- 5.5. Either Party may suspend or terminate the Agreement at any time with immediate effect, without requiring a notice of default, if:
 - a. the other Party has been declared bankrupt;
 - b. the other Party has been granted a suspension of payments;
 - c. the business of the other Party is dissolved or liquidated; or
 - d. a seizure has been made on (part of) the assets of the other Party.
- 5.6. The rights and obligations of the Parties that have arisen prior to the termination of the Agreement shall remain in effect after termination if, by their nature, they are intended to survive. Among others, the following provisions shall remain in force after termination or expiration of the Agreement: confidentiality, liability, applicable law, and jurisdiction clause.
- 5.7. Unless agreed otherwise, Zenvoices will only retain Customer Data for the duration of the Agreement. This means that, for example, to qualify for a retention period of ten (10) years, the Customer must maintain an active Agreement for that entire period.

Article 6. Performance of the Agreement

- 6.1. Any (delivery) deadlines and dates mentioned by Zenvoices are indicative and do not constitute strict deadlines.
- 6.2. Unless otherwise agreed in Writing, Zenvoices will not perform any configuration activities.
- 6.3. The Customer shall provide Zenvoices with all support necessary and desirable to enable proper performance of the Agreement. In any case, the Customer shall:

- a. provide all data and other information that Zenvoices indicates is necessary, or that the Customer should reasonably understand to be necessary for the performance of the Agreement;
- b. grant Zenvoices access to all locations, services, and accounts under its management (such as web hosting accounts), if and insofar as this is necessary for the performance of the Agreement.
- 6.4. The Customer represents and warrants that the data referred to in the previous paragraph under a. is accurate. Any failures to perform the Agreement arising from incorrectly submitted data shall be at the Customer's expense.
- 6.5. Zenvoices shall take reasonable requests from the Customer into account as much as possible during the performance of the Agreement. However, since the Software is a standard product offered "as-a-service," Zenvoices cannot guarantee that the Customer requests can always be fulfilled.
- 6.6. Zenvoices has the right to engage third parties in the provision of the Services, for example in the context of hosting. Zenvoices shall remain the point of contact and responsible party toward the Customer for the performance of the Agreement, unless otherwise agreed. Different arrangements apply to the engagement of third parties who process personal data on behalf of Zenvoices; these are set out in Module C.
- 6.7. The Customer represents that it is familiar with the Software's possible uses and applications, as well as its limitations. The Customer accordingly acknowledges that the output of the Software may be based on statistical models (AI) and may not always be correct, up to date or complete.
- 6.8. The Software may be integrated with third-party software or systems. Zenvoices will make reasonable efforts to keep existing integrations, and any new integrations made available by Zenvoices, available and functioning properly. However, the availability and correct operation of an integration also depend on the provider of the system or software with which the integration is or will be established, and therefore Zenvoices cannot offer any guarantees in this respect. Zenvoices is not responsible for any content made available to the Customer via such integrations.
- 6.9. The Customer shall ensure that a valid and current email address is linked to its Account at all times for the purpose of receiving notices from Zenvoices, including service messages, updates, incident notifications and contractual communications. The Customer shall promptly update the Account to reflect any changes to this email address. Messages sent by Zenvoices to the email address most recently provided by the Customer shall be deemed to have been validly received.

Article 7. Additional work

- 7.1. If the Customer requests additional work that falls outside the Agreement, i.e., requests additional services, the Parties shall consult on the matter, and Zenvoices may submit a supplementary offer. Zenvoices shall only perform the additional work after the Customer has accepted the offer. Additional services may include, among other things, consultancy, installations, and archive imports.
- 7.2. For additional services that Zenvoices can demonstrate are reasonably necessary for the delivery of the Services, or that reasonably follow from the Customer's instructions, no prior approval is required. Such

additional services shall be carried out on a post-calculation basis at Zenvoices' standard hourly rate.

Article 8. Cost

- 8.1. All prices stated by Zenvoices are exclusive of value-added tax (VAT) and any other government-imposed levies.
- 8.2. No fees are due for the use of the Software during the Trial Period. For use of the Software outside the Trial Period, the Customer owes the applicable rates, as published on the Zenvoices website, in a Zenvoices portal, or in a quotation provided by Zenvoices.
- 8.3. The Customer shall pay for the use of the Services according to the costs displayed in the Zenvoices web portal under: 'Manage / Organisation / Subscription'.
- 8.4. If Zenvoices and the Customer agree that the Services consist of a one-off project, including, for example, a consultancy assignment, data migration and/or the installation of an integration, the Customer shall owe the agreed fees for the performance of those Services. If the fees have not been agreed in Writing, Zenvoices shall be entitled to invoice the actual hours worked retrospectively on a monthly basis at Zenvoices' standard hourly rates in effect at that time.
- 8.5. Zenvoices reserves the right to adjust its prices once per year. Any price change will be announced at least thirty (30) days in advance through the channels known to the Customer. If the Customer does not agree to the price change, it has the right to terminate the Agreement within fourteen (14) days after announcement of the price change, effective on the date the change comes into force.
- 8.6. Zenvoices also reserves the right to amend its prices at any time or to charge additional fees if changes imposed by suppliers, partners or other third parties result in increased costs for Zenvoices. Such changes shall be announced through the channels known to the Customer at least thirty (30) days prior to their effective date, unless earlier implementation is reasonably necessary in view of the nature of the cost increase. If the Customer does not agree to the price change, the Customer shall be entitled to terminate the Agreement within fourteen (14) days after the announcement of the price change, in which case such termination shall take effect on the date on which the price change comes into effect.
- 8.7. The following costs shall be charged unless agreed otherwise: the subscription, administrations, End Users, processed invoices, any additional modules, SMS messages sent, and any other costs specified on Zenvoices' portal.
- 8.8. One (1) processed invoice will be charged per imported e-invoice or manual entry. For documents processed through scan & recognize, one processed invoice per five pages is charged per document, with a maximum of twenty (20) processed invoices per document. This also applies to documents processed through the 'Document management' module. If invoices have already been charged for a document that is being processed (for example upon receipt via PEPPOL or automation rules), that amount is deducted from the total to be charged during processing. This does not apply to documents reprocessed due to a move back to 'Uploaden & inlezen'; in such cases, processed invoices will be charged again in accordance with this provision. This also does

- not apply to newly created documents resulting from splitting or merging.
- 8.9. The number of administrations existing on the last day of the month will be charged, regardless of whether they are active or inactive.
- 8.10. The number of active End Users with access to one or more Premium administrations on the last day of the month will be charged by Zenvoices. An active End User is defined as one with active status or one who has logged into the Software during the relevant month.
- 8.11. An End User with only the following permissions is considered a free End User, for whom no costs will be charged:
- a. Pages
 - b. Pages / Dashboard
 - c. Pages / Uploading & importing
 - d. Pages / Uploading & importing / Assign a destination to documents
 - e. Pages / Uploading & importing / Import documents
 - f. Pages / Uploading & importing / Move documents to another company
 - g. Pages / Uploading & importing / Delete documents
 - h. Pages / Uploading & importing / Manage spam documents
 - i. Mobile app / Upload documents
 - j. API / ... (including all underlying rights)
- 8.12. End User costs are calculated per day, rounded up to whole days.
- 8.13. Additional modules will be charged per administration if the module is enabled in an administration at the time of invoicing by Zenvoices or has been enabled during the relevant month.
- 8.14. End Users have the option to activate SMS two-step verification for their environment. For each SMS message sent, corresponding charges will apply.
- 8.15. For receiving and processing invoices via the Zenvoices PEPPOL integration, the following provisions apply:
- a. One processed invoice is charged upon receipt of an invoice via the PEPPOL integration. The moment of receipt is the moment the invoice becomes visible under 'Upload & Read' in an administration.
 - b. The PEPPOL integration for inactive administrations remains in effect. This means e-invoices delivered via the PEPPOL network to these administrations will be received and charged as described above.
 - c. Optionally, sending PEPPOL response messages can be enabled. This functionality is disabled by default, and the type of response messages to be sent can be set per PEPPOL integration. Charges apply per response message sent via PEPPOL.
- 8.16. If automation rules exist in an administration or the additional module 'Automatisch splitsen' is enabled for an administration, processed invoices are charged upon receipt of a document in the administration. One (1) processed invoice per five (5) pages is charged per document, up to a maximum of twenty (20) per document. This does not apply to documents that are automatically deleted based on the blocked sender list; for these documents, no processed invoice will be charged.
- 8.17. The following provisions apply to "Vast & Zeker" subscriptions:
- a. An End User with only the rights listed in article 8.11 and additionally the rights to Pages / Archive / *, Transactions / Send mail messages, Transactions / Financial transaction remarks / Add Remarks, Transactions / Financial transaction remarks / Delete

remarks (own remarks only), Document management / Remarks, Document management / Remarks / Add remarks, Document management / Remarks / Delete remarks (own remarks only) and Mobile app / Document management is considered a free archive user.

- b. A fair use policy applies of an average of 75 invoices per active administration per month, unless Customer and Zenvoices entered into the Agreement before 1 January 2026, in which case 100 invoices per active administration per month shall apply. Within this fair use limit, no charges for processed invoices will be applied. The regular rate per processed invoice applies to any excess.

Article 9. Payment

- 9.1. Zenvoices is entitled to demand payment by direct debit from the Customer. The Customer shall ensure that the necessary authorisations in this context are provided in a timely manner. Zenvoices will debit the costs for the use of the Software for the previous month, as well as any costs relating to one-off projects, on the 5th day of the month via the payment method chosen by the Customer.
- 9.2. Zenvoices will send an invoice to the Customer for the amounts owed by the Customer. Zenvoices has the right to invoice electronically. All invoices sent by Zenvoices are subject to a payment term of thirty (30) days. If the Customer objects to the amount of an invoice, this does not suspend his payment obligation.
- 9.3. If Zenvoices invoices on a monthly basis, an invoice for the previous month's costs will be sent on the first day of the month.
- 9.4. If the Customer has purchased an annual subscription, the subscription costs will be invoiced annually in advance. In this case, the Customer will receive a discount on the subscription fee. This discount explicitly only applies to the fixed monthly subscription costs and does not apply to usage costs of, for example, administrations, users and processed invoices.
- 9.5. The following conditions apply to invoice bundles, insofar as these are offered by Zenvoices or insofar as they have already been purchased by the Customer:
 - a. An invoice bundle consists of a number of processed invoices and has a purchase price, which must be paid at the time of purchase.
 - b. In the Zenvoices web portal, invoice bundles can be purchased, price information can be consulted and an overview of purchased invoice bundles with corresponding balance is available. The balance of an invoice bundle is the remaining number of invoices of the bundle to be processed. If a subscription includes invoices, the balance of a bundle will only be reduced during the (monthly) invoicing by Zenvoices if more invoices have been processed in the invoice period than included in the subscription.
 - c. Active invoice bundles are bundles with a positive balance (balance greater than zero).
 - d. During Zenvoices' (monthly) invoicing, processed invoices are offset against purchased invoice bundles. The processed invoices are deducted from the balance of active invoice bundles. Bundles are offset in order of purchase date, from oldest to newest. If a subscription includes invoices, only excess processed invoices are offset against invoice bundles.

- e. An active invoice bundle remains valid for as long as the Agreement is in effect.
- f. A purchased invoice bundle cannot be returned, exchanged for cash, or transferred to third parties.
- 9.6. If the Customer fails to pay the amounts due within the invoice term, the Customer shall (without the need for a reminder or notice of default) owe statutory interest for commercial transactions ("*wettelijke handelsrente*") on the outstanding amount, with immediate effect.
- 9.7. Claims for payment become immediately due and payable if the Customer is declared bankrupt, applies for suspension of payments, is subject to general attachment on assets, dies, or enters into liquidation or is dissolved.
- 9.8. The Customer shall automatically be in default if the payment obligation is not fulfilled on time. In such a case, the Customer shall owe Zenvoices all extrajudicial collection costs as well as all reasonable advisory and legal fees.
- 9.9. In the event of an unauthorized reversal of (part of) the amount due, Zenvoices reserves the right to charge additional costs. For this, Zenvoices will charge administrative fees up to a maximum of €40 excluding VAT per reversal.
- 9.10. A surcharge of 5% on the invoice amount applies to credit card payments.

Article 10. Intellectual Property Rights

- 10.1. All Intellectual Property Rights vested in the Software or other works or materials (for example, any training materials and documentation) provided as part of the Services are held by Zenvoices (or its licensors or suppliers).
- 10.2. The Customer is not entitled to make any modifications to the Software or to any other materials developed or made available by Zenvoices. Furthermore, the Customer has no right to a copy of the source code of the Software, unless permitted under mandatory law.
- 10.3. If Zenvoices has protected the Software or related documentation through technical safeguards, the Customer is not permitted to remove or circumvent such safeguards.
- 10.4. If third-party licenses are required for the use of the Software or are used by the Customer in connection with the Software, the Customer shall procure such licenses and ensure strict compliance with their terms. The Customer indemnifies Zenvoices against any third-party claims related to the foregoing.

Article 11. Accounts

- 11.1. To be able to use the Software, an End User must have an Account. The Customer may create Accounts for its End Users through the Software itself.
- 11.2. An Account and login credentials are strictly personal and may not be shared with any other person.
- 11.3. The use of Accounts by End Users falls within the responsibility and is at the risk of the Customer. The Customer is responsible for maintaining the confidentiality of passwords.
- 11.4. The Customer is responsible for the technical operation and maintenance of its own IT systems required to use the Software.
- 11.5. If login credentials of an Account are lost or leaked, the Customer shall immediately take all reasonably necessary and desirable measures to

prevent misuse of the Account. The Customer shall also notify Zenvoices immediately so that additional measures can be taken to prevent misuse of the Account. To restore access to an Account, Zenvoices is entitled to require identification of the Customer or End User in order to prevent fraud.

- 11.6. Zenvoices has the right to block an Account in case of (suspected) violation of the Agreement or the law. Zenvoices reserves the right to impose other consequences in connection with such unlawful use.

Article 12. Right of use and limitations

- 12.1. Unless other rights of use have been granted to the Customer in Writing, Zenvoices only grants the Customer a revocable, non-exclusive, non-transferable, and non-sublicensable right to use the Software for invoice processing and archiving of invoice-related documents. This right of use is valid for the duration of the Agreement. The Customer requires prior consent from Zenvoices if they wish to use the Software for any other purpose.
- 12.2. The right of use referred to in the first paragraph also includes the use of the Software by End Users under the responsibility of the Customer, in accordance with the terms of the Agreement.
- 12.3. The Software allows for search queries to be made in the register of the Dutch Chamber of Commerce ("KvK"). The number of queries an End User may perform is limited as follows. An End User may perform a maximum of:
- a. fifty (50) queries per hour, one hundred twenty-five (125) per day, and five hundred (500) per week for a Chamber of Commerce number; and
 - b. fifty (50) queries per hour, one hundred twenty-five (125) per day, and five hundred (500) per week for a name or address.
- 12.4. Zenvoices may impose further limits on the use of (parts of) the Software or Services, for example regarding the volume of data traffic and storage or the number of requests made via the Services and/or Software. If Zenvoices sets such a limit, or modifies an existing one, it shall inform the Customer accordingly. If no such limits are stated by Zenvoices and no agreements have been made on this matter, a limit applies based on fair use.
- 12.5. Fair use is deemed to occur if the Customer or its End Users use no more than twice (2x) as much of the relevant unit(s) as other Zenvoices customers would in a comparable situation.
- 12.6. If the Customer exceeds the usage permitted under the Agreement or the applicable limits, Zenvoices has the right to charge an additional amount retrospectively, in accordance with Zenvoices' applicable rates. Zenvoices also has the right to implement technical measures to enforce the limits as described in this article.
- 12.7. Zenvoices cannot be held liable if the Software becomes inaccessible or malfunctions as a result of exceeding applicable usage limits.
- 12.8. Zenvoices may use generative AI to provide certain functionalities within its Software. Zenvoices may also offer generative AI functionalities to provide additional functionality, such as recognising data that the standard recognition model is unable to process. The use of such functionalities is optional. Customer may disable these functionalities itself or request Zenvoices to disable such functionalities, following which Zenvoices shall proceed to deactivate them in Customer's environment.

Article 13. Terms of use Services

- 13.1. The Customer is responsible for the use of the Services by End Users and shall in particular ensure that End Users comply with the terms of use described in this article.
- 13.2. The Customer represents and warrants that the Services will not be used for activities that violate any applicable laws or regulations. Additionally, it is expressly prohibited (regardless of whether lawful or not) to store, offer, distribute, or otherwise process through the Services any materials that:
- a. contain malicious content (such as malware or other harmful software);
 - b. infringe the rights of third parties (such as Intellectual Property Rights), or are clearly defamatory, libellous, offensive, discriminatory, or incite hatred;
 - c. contain information about or that may assist in the infringement of the rights of third parties, such as hacking tools or instructions on cybercrime intended to incite criminal behaviour rather than defend against it;
 - d. constitute a violation of the privacy of third parties, including, but not limited to, the dissemination of third-party personal data without consent or necessity;
 - e. contain terrorist content as defined in article 2(7) of Regulation (EU) 2021/784;
 - f. contain hyperlinks, torrents, or references to (sources of) materials that infringe copyrights or other Intellectual Property Rights; or
 - g. contain (child) pornography, bestiality pornography or animations thereof, or are clearly intended to assist others in locating such materials.
- 13.3. Zenvoices is entitled to remove or make inaccessible any materials processed via the Services that violate the preceding paragraph. If Zenvoices becomes aware of a potential violation of the preceding provisions, it shall inform the Customer and indicate which measures it intends to take in relation to the infringement. The Customer then has a period of five (5) working days to object to the proposed measure, providing justification. Zenvoices will then inform the Customer within a reasonable period of its decision on how to proceed. In urgent cases, Zenvoices may intervene immediately (e.g., by removing the material or blocking access to the Services in whole or in part), but will make reasonable efforts to inform the Customer as soon as possible afterward.
- 13.4. The Customer must refrain from using the Services in a manner that causes nuisance to other customers, or that results in damage or danger to the functioning of the systems and networks of Zenvoices or third parties. Zenvoices is entitled to take any measures it reasonably deems necessary to avert or prevent such nuisance, damage, or danger.
- 13.5. Zenvoices may recover from the Customer the costs that are reasonably necessary in connection with the measures referred to in the previous paragraph.
- 13.6. Zenvoices is entitled to disclose the name, address, and other identifying information of the Customer or an End User to a third party who complains that the Customer or End User is infringing their rights, provided that the legal and/or case law requirements for such disclosure are met.

- 13.7. The Customer shall indemnify Zenvoices against all claims, demands, fines, or other liabilities on any grounds whatsoever that relate to use of the Services by End Users in violation of the intended purpose of the Services or the terms of these General Terms and Conditions. The Customer shall further indemnify Zenvoices against all claims, demands, or other actions by End Users in connection with the Agreement or the Services.
- 13.8. Customer is solely responsible for the expertise of the persons using the Services and for the results of the use of the Services.
- 13.9. Customer is solely responsible for assessing whether, and to what extent, human intervention is necessary for the use of any AI functionalities of the Services and/or the results generated by those functionalities.

Article 14. Customer Data

- 14.1. All rights relating to Customer Data are vested in the Customer. Control over and responsibility for the Customer Data always rests with the Customer or its End Users. Zenvoices is therefore never responsible for Customer Data that the Customer or its End Users store or process via the Services. Unless agreed otherwise, the Customer grants Zenvoices a limited right to use the Customer Data during the term of the Agreement, insofar as necessary for the performance of the Agreement.
- 14.2. Customer furthermore grants Zenvoices the right to use Customer Data, and in particular processed invoices and receipts, for the training and improvement of AI models. Customer warrants that it is entitled to grant this right of use to Zenvoices and that no third-party rights oppose the provision of the Customer Data to Supplier.
- 14.3. By way of derogation from the previous paragraph, an opt-out arrangement shall apply to Zenvoices' use of Customer Data for the global model (which uses a dataset consisting of data from multiple customers). Customer may at any time request in Writing that its Customer Data be excluded from training of the global model. In that case, Zenvoices shall take appropriate technical measures to keep Customer's data out of the dataset.
- 14.4. The opt-out arrangement referred to in the previous paragraph shall not apply to specific cases in which Zenvoices provides support in relation to incomplete or incorrect recognition of invoice data, or in which Customer voluntarily participates in a test programme or provides sample invoices.
- 14.5. The Customer shall indemnify Zenvoices against all third-party claims based on the assertion that certain Customer Data or the use thereof by Zenvoices in accordance with the General Terms and Conditions, infringes the rights of third parties (such as Intellectual Property Rights) or is otherwise unlawful or used unlawfully.
- 14.6. Zenvoices shall make the information required pursuant to article 28 of the Data Act available on its website (available at: Zenvoices EU Data Act (2023/2854) | Zenvoices).
- 14.7. Zenvoices shall make the following available on its website (available at: Zenvoices EU Data Act (2023/2854) | Zenvoices):
 - a. a complete specification of all data, including Exportable Data and Digital Assets, that may be transferred during the Switching process or may be the subject of a deletion request within the meaning of article 25(3)(c) of the Data Act;

b. an exhaustive specification of categories of Excluded Data that do not form part of the Exportable Data and Digital Assets due to a risk of infringement of Zenvoices' trade secrets.

Article 15. Recognition Services

- 15.1. Customer may purchase Zenvoices' recognition technology as Services, via an application programming interface (API). Through the API, Customer may establish an integration with other products or services. In order to purchase the Services referred to in this paragraph, Customer must at a minimum purchase a valid "Basic Subscription".
- 15.2. Customer is granted a non-exclusive, non-transferable and revocable right to use the Services referred to in paragraph 1 solely for the integration of Zenvoices' recognition technology into other software applications or services, in accordance with Zenvoices' technical documentation and/or instructions.
- 15.3. Customer shall not use the Services referred to in paragraph 1 for unlawful purposes. Customer shall furthermore not attempt to decompile, copy or otherwise reproduce the Services.
- 15.4. Customer is solely responsible and liable for the proper implementation of, and integration of, the Services referred to in paragraph 1 with Customer's or third parties' products or services. Customer shall at all times comply with the requirements set out by Zenvoices in the technical documentation. Zenvoices shall make this technical documentation available to Customer through Zenvoices' website. Zenvoices reserves the right to make changes to this technical documentation.
- 15.5. If Customer requires support in establishing an integration via the API, Zenvoices may charge reasonable costs for such support. Zenvoices shall inform Customer of these costs in advance and shall not perform the work until Customer's prior approval has been obtained.
- 15.6. The use of the Services referred to in paragraph 1, as well as the use of third-party products or services with which an integration is established via the API, must at all times comply with, and be compatible with, the requirements and procedures arising from these General Terms and Conditions.
- 15.7. Zenvoices reserves the right to review the integrations established by Customer, as well as the third-party products or services with which an integration has been established, for compliance with the provisions of these General Terms and Conditions. Customer shall provide all reasonable cooperation required by Zenvoices for the performance of the review referred to in this paragraph.
- 15.8. Customer is solely responsible for obtaining the appropriate licences for third-party products or services with which an integration is established via the API. Customer shall indemnify Zenvoices against all third-party claims related to an alleged breach of this obligation. Although Zenvoices facilitates the possibility of establishing an integration via the API with third-party products or services, Zenvoices expressly accepts no liability whatsoever for the integrations established by Customer via the API, nor for Customer's or third parties' products or services with which an integration has been established by or on behalf of Customer.

- 15.9. Use of the API requires an API key. This short-lived API key shall be provided by Zenvoices in the Software upon Customer's request. Once the API key has expired, Customer must request a new API key. Each API call must be made using a valid API key.
- 15.10. Customer must treat the API keys as strictly confidential. Customer is expressly prohibited from making the API keys available to third parties without Zenvoices' prior written consent. If Customer establishes or suspects that an API key has been leaked or is being misused by a third party, Customer shall notify Zenvoices thereof without undue delay, so that Zenvoices may take measures to prevent further misuse.
- 15.11. Zenvoices may assume that every connection established using the API keys has been made under Customer's direction and supervision. Customer shall be liable vis-à-vis Zenvoices for all acts performed using the API keys.
- 15.12. Zenvoices shall at all times be entitled to modify the functionality of the API without Customer's prior consent being required. If a modification implemented by Zenvoices results in an amendment to the technical interface of the API, Zenvoices shall use reasonable efforts to announce such modification in advance by means of a notice sent to the Customer's email address known to Zenvoices.

Article 16. Confidentiality

- 16.1. Neither Party shall publish or otherwise disclose any Confidential Information it receives or gains access to in the context of the performance, preparation, or negotiation of the Agreement without the prior Written consent of the other Party.
- 16.2. In addition to paragraph 1 of this article, the Parties agree, with respect to all Confidential Information, to:
 - a. take all reasonable measures to ensure secure storage;
 - b. not use the Confidential Information for any purpose other than the agreed purpose (i.e., performance of the Agreement); and
 - c. cooperate with oversight exercised by or on behalf of the disclosing Party regarding the storage and use of the Confidential Information.
- 16.3. The obligations set out in paragraph 2 of this article do not apply to
 - a. information that the receiving Party has lawfully obtained from other parties, unless it should reasonably have been clear to the receiving Party that the information was Confidential Information that was to remain undisclosed; or
 - b. information that has been made public by the disclosing Party itself; or
 - c. information that must be disclosed pursuant to a court order and/or regulator's request.
- 16.4. The Parties shall ensure that all of their employees and subcontractors who, in connection with the performance of the Agreement, come into contact with Confidential Information, are bound by strict confidentiality obligations.
- 16.5. The confidentiality obligations described in this article shall remain in force indefinitely after termination of the Agreement, for as long as the disclosing Party can reasonably assert that the information remains confidential in nature.

Article 17. Liability

- 17.1. During a Trial Period, Zenvoices is not liable for any damages resulting from a failure to perform the Agreement, a tort, or otherwise, unless such damage is the result of intent or willful recklessness by Zenvoices' executive management.
- 17.2. In cases not relating to the Trial Period, Zenvoices' liability for damages or other claims on the basis of an attributable failure to perform the Agreement (including any warranty obligations therein), a tort, or on any other basis, is limited per event (where a series of related events shall count as a single event) to the amounts (excluding VAT) owed by the Customer to Zenvoices over the twelve (12) months preceding the occurrence of the damage, with a maximum of EUR 50,000 per year, regardless of the number of events.
- 17.3. If the damage occurs within twelve (12) months from the effective date of the Agreement, by way of deviation from the preceding paragraph, Zenvoices' liability shall be limited to the amount (excluding VAT) the Customer is expected to owe during the first twelve (12) months from the effective date, with a maximum of EUR 50,000 per year, regardless of the number of events.
- 17.4. Zenvoices is not liable for indirect damage. Indirect damage in this context includes: loss of profit, loss of data, missed savings, reduced goodwill, and damage due to business interruption.
- 17.5. Zenvoices' liability due to an attributable failure to perform the Agreement arises only if the Customer has properly given Zenvoices notice of default in Writing, allowing a reasonable period to remedy the failure, and Zenvoices still fails to fulfill its obligations after that period. The notice of default must contain as detailed a description of the failure as possible to allow Zenvoices to respond adequately. A condition for any right to compensation is that the Customer notifies Zenvoices of the damage in Writing no later than two (2) months after discovery of the damage.
- 17.6. Any limitation or exclusion of liability does not apply if the damage is the result of intent or willful recklessness by Zenvoices' executive management, death or personal injury, or in other situations in which limitation of liability is not permitted under applicable law.
- 17.7. The application of articles 6:271 et seq. of the Dutch Civil Code is excluded. This means that in the event of rescission ("*ontbinding*"), the Parties are not obliged to reverse any performances already received.

Article 18. Force majeure

- 18.1. The parties cannot be obliged to comply with any obligation under the Agreement if performance is prevented as a result of force majeure. The parties are also not liable for any damage resulting from this.
- 18.2. Force majeure shall, in any case, include power outages, internet disruptions, failures in telecommunications infrastructure, network attacks (including (D)DoS attacks), malware or other malicious software attacks, civil unrest, mobilization, war, terrorism, strikes, import and export restrictions, supply chain disruptions, fire, and flooding.
- 18.3. If a force majeure situation continues for more than two (2) months, either Party has the right to terminate the Agreement immediately by giving Written notice, without any obligation to reverse any performances already rendered and without any right to compensation arising.

Article 19. Cancellation of paid support

- 19.1. If the Customer, for any reason, is unable to attend a scheduled appointment for paid support, the Customer must notify Zenvoices no later than forty-eight (48) hours in advance.
- 19.2. If the scheduled appointment is not cancelled in a timely manner, Zenvoices will charge the reserved time and any costs incurred or to be incurred (based on already assumed obligations).
The cancellation of a scheduled appointment by Zenvoices shall never give rise to liability.

Article 20. Request to Switch and/or erase data

- 20.1. Customer shall have the right at any time to submit a request to Zenvoices specifying one or more of the following options:
a. Switching to another provider of Data Processing Services;
b. Switching to an On-Premises ICT Infrastructure;
c. erasure of its Digital Assets and Exportable Data.
- 20.2. In the request, Customer must at a minimum specify:
a. to which Data Processing Service the request relates;
b. its express choice as referred to in the previous paragraph; and
c. if the option referred to in paragraph 1(a) has also been selected, all necessary identifying details of the relevant provider.
- 20.3. As soon as Zenvoices has received a request in accordance with this article, a notification period shall commence. The notification period shall be two (2) months, unless a shorter period has been expressly agreed.
- 20.4. During the notification period, Customer shall have the right to amend a choice previously communicated to Zenvoices pursuant to paragraph 1. In that case, Customer must submit a new request, as a result of which the earlier request shall automatically lapse. After expiry of the notification period, the choice made may only be amended with Zenvoices' prior consent.
- 20.5. In the case of a deletion request as referred to in paragraph 1(c), Zenvoices shall delete the relevant Digital Assets and Exportable Data as soon as possible after expiry of the notification period, unless otherwise agreed. This obligation shall not apply to the extent that (i) this would conflict with statutory retention obligations applicable to Zenvoices, or (ii) Zenvoices is entitled to retain and use (parts of) the Digital Assets and Exportable Data, for example where Zenvoices has a right of use in respect thereof under the Agreement.

Article 21. Switching during the Transition Period

- 21.1. If there is a Switching request as referred to in article 20.1(a) and/or (b), a Transition Period shall commence on the day on which the notification period referred to in paragraph 3 of that article ends.
- 21.2. The Transition Period shall last no longer than thirty (30) calendar days, except in the cases described in paragraphs 6 and 7 of this article.
- 21.3. During the Transition Period, Zenvoices and Customer shall cooperate in good faith to ensure that the Switching process proceeds properly, Zenvoices shall facilitate the transfer of Digital Assets and Exportable Data, and shall safeguard the continuity of the Data Processing Service(s) provided.
- 21.4. Zenvoices shall perform its obligations with respect to the form of Switching requested by Customer without unreasonable delay and

within the Transition Period, and shall in any event:

- a. in accordance with the Data Act, support Customer in implementing its exit strategy, insofar as this relates to the Data Processing Service(s) provided in respect of which a switching request has been submitted;
- b. provide reasonable assistance to Customer and third parties authorised by Customer in the Switching process;
- c. act with due care in order to maintain Customer's business continuity and continue to provide the agreed Data Processing Services in accordance with the Agreement;
- d. provide Customer with information on any risks known to Zenvoices that are associated with the Switching for the continuity of the Data Processing Services provided by Zenvoices;
- e. maintain a high level of security throughout the entire Switching process, in particular with regard to the security of the Digital Assets and Exportable Data during their transfer and the continued security of such data during the Retrieval Period.

21.5. During the Transition Period, Customer shall:

- a. in a timely manner provide all information required by Zenvoices to carry out the switching request;
- b. perform all actions relevant to Customer that are necessary to complete the Switching successfully within the Transition Period, including exporting, where necessary converting, and importing its Digital Assets and Exportable Data, and ensuring that the selected destination environment is adjusted where necessary.

21.6. Customer shall have the right to extend the Transition Period once by a period that Customer itself considers more appropriate for carrying out the chosen form of Switching, subject to Customer's obligation to act in good faith in doing so. Customer may notify Zenvoices of this choice in Writing either before or during the Transition Period. In doing so, Customer shall in any event state the date on which the Transition Period will end.

21.7. If Zenvoices considers that the form of Switching chosen by Customer is technically not feasible within the Transition Period, Zenvoices shall have the right to extend that period up to a maximum of seven (7) months, calculated from the start date of the original Transition Period. Zenvoices shall notify Customer thereof in Writing within fourteen (14) business days, being Zenvoices' business days, after receipt of the Switching request, shall carefully substantiate the technical infeasibility, and shall state the alternative duration of the Transition Period that Zenvoices does consider feasible.

21.8. From the commencement of the Transition Period, the Agreement shall remain in force, including any payment obligations for Customer arising therefrom, and the Agreement shall therefore, insofar as relevant, be automatically extended until the Retrieval Period has expired.

Article 22. Retrieval Period for Digital Assets and Exportable Data

22.1. Upon expiry of the Transition Period, the Retrieval Period shall commence.

22.2. The Retrieval Period shall be thirty (30) calendar days, unless the Parties have expressly agreed a longer period.

22.3. During the Retrieval Period, Zenvoices shall (continue to) enable Customer to export, or have exported, the Digital Assets and Exportable Data in the agreed manner and in the agreed file format.

Zenvoices' other obligations that applied during the Transition Period shall end upon commencement of the Retrieval Period, unless the Parties have expressly agreed otherwise.

- 22.4. Zenvoices warrants that all Digital Assets and Exportable Data shall be fully erased as soon as possible after expiry of the Retrieval Period or, if the Parties have expressly so agreed, after expiry of an alternative period following the Retrieval Period, but not before it has been established that the Switching has been successfully completed as referred to in article 23.
- 22.5. The obligation under the previous paragraph shall not apply to the extent that (i) this would conflict with statutory retention obligations applicable to Zenvoices, or (ii) Zenvoices is entitled to retain and use (parts of) the Digital Assets and Exportable Data, for example where Zenvoices has a right of use in respect thereof under the Agreement.

Article 23. Determination of successful Switching and termination

- 23.1. No later than before the end of the Transition Period, Customer shall notify Zenvoices in Writing whether or not the Switching has been successfully completed.
- 23.2. The Switching shall be deemed to have been successfully completed as soon as one of the following situations occurs:
 - a. Customer has confirmed to Zenvoices in Writing that the Switching has been successfully completed;
 - b. Zenvoices has determined on reasonable grounds that the Switching has been successfully completed and has notified Customer thereof in writing, and Customer has not disputed this, stating reasons, within seven (7) calendar days; or
 - c. Customer and Zenvoices have agreed specific success criteria, those criteria have been met, and this has been confirmed in writing by one of the Parties to the other Party, which then has not disputed this, stating reasons, within seven (7) calendar days.
- 23.3. The Agreement shall terminate automatically and without any further notice being required if:
 - a. the Switching process has been successfully completed as referred to in the previous paragraph; or
 - b. at the end of the applicable notification period, if Customer has requested that the Digital Assets and Exportable Data be erased within the meaning of article 20.1(c).
- 23.4. If it is apparent to Zenvoices that the Agreement has been terminated pursuant to the previous paragraph, Zenvoices shall subsequently send Customer a Written confirmation thereof as soon as possible.
- 23.5. The Agreement shall, if it has remained in force pursuant to article 21.8, terminate automatically and without any further notice being required immediately upon expiry of the Retrieval Period. The foregoing does not affect the Parties' right to make arrangements by mutual agreement for continuation of the Agreement after that period.
- 23.6. Termination of the Agreement pursuant to this article relates exclusively to the relevant Data Processing Service(s) and shall otherwise leave the Agreement entirely unaffected in respect of any other Services.

Article 24. Switching Charges

- 24.1. Customer shall owe Zenvoices Switching Charges for the activities and support provided by Zenvoices in connection with the Switching.

- 24.2. The applicable Switching Charges shall be calculated on the basis of Zenvoices' then-current standard hourly rates.
- 24.3. The Switching Charges shall at all times be limited to the costs incurred by Zenvoices that are directly related to the relevant Switching process.
- 24.4. As from 12 January 2027, Zenvoices shall no longer be entitled to charge Switching Charges to Customer, with the result that this provision shall cease to have effect from that date. Switching Charges incurred before that date may be charged by Zenvoices to Customer.

Article 25. Early termination fee

- 25.1. If the Agreement terminates pursuant to article 23 earlier than it could have terminated through notice of termination by Customer in the absence of that article, Customer shall owe Zenvoices an early termination fee.
- 25.2. The early termination fee shall be calculated over the period during which the Agreement would have continued in the absence of early termination.
- 25.3. Depending on the nature of the fees agreed under the Agreement, the following shall be charged over the period referred to in the previous paragraph and as part of the early termination fee:
 - a. for fixed fees: the full fee for all remaining instalments over the period referred to in paragraph 2; and
 - b. for variable fees: a fee based on a reasonable estimate to be made by Zenvoices of the usage that Customer would be expected to have made during the period referred to in paragraph 2, based on Customer's historical average usage over the preceding twelve (12) months or, if shorter, since the effective date of the Agreement.
- 25.4. Zenvoices shall determine the amount of the early termination fee as soon as possible and shall subsequently send Customer a Written specification thereof. This specification shall be binding unless Customer provides evidence to the contrary showing that the calculation is incorrect. The early termination fee shall become immediately due and payable from the moment the Agreement has been terminated pursuant to article 23 and once Zenvoices has provided Customer with the specification referred to above.

Article 26. Changes to the Agreement

- 26.1. Once concluded, the Agreement may only be amended with the mutual consent of the Parties, except for deviations set out in this article or elsewhere in the Agreement.
- 26.2. By way of deviation from the previous paragraph, Zenvoices reserves the right to amend or supplement the General Terms and Conditions. Zenvoices shall announce such amendment or supplement to the Customer by e-mail at least thirty (30) days prior to its effective date.
- 26.3. If the Customer does not wish to accept the amendment or supplement, it may submit a substantiated objection within fourteen (14) days after the announcement, after which Zenvoices will reconsider the amendment or supplement. If Zenvoices decides to proceed with the amendment or supplement, the Customer may terminate the Agreement in Writing no later than on the date the change takes effect.
- 26.4. The procedure described in paragraphs 2 and 3 of this article does not apply to changes of minor significance or changes that are required due to amendments in laws and regulations. Such changes may be

implemented by Zenvoices without prior notice and without the Customer having the right to terminate the Agreement. The procedure described in paragraphs 2 and 3 also does not apply to amendments governed by different rules or procedures under the module on the processing of personal data.

Article 27. Miscellaneous

- 27.1. The Agreement is governed by Dutch law.
- 27.2. Unless otherwise required by rules of mandatory law, all disputes arising from or related to the Agreement shall be submitted to the competent Dutch court in the district of Gelderland.
- 27.3. If any part of these General Terms and Conditions is found to be null and void or is annulled, this shall not affect the validity and applicability of the remaining provisions. The void or annulled provision shall be replaced by a provision that most closely reflects the content of the original provision.
- 27.4. If two or more sets of general terms and conditions have been declared applicable to the Agreement, these General Terms and Conditions shall prevail in the event of a conflict.
- 27.5. The Customer grants Zenvoices, in advance and without the need for further cooperation from the Customer, the right to transfer the Agreement in whole or in part to parent, sister, and/or subsidiary companies, or to a third party in the event of a merger or acquisition. This prior granting of rights shall constitute the required cooperation within the meaning of article 6:159 of the Dutch Civil Code. Zenvoices will notify the Customer if such a transfer has taken place.

Module B: Service levels

The provisions of this module B apply in addition to module A if the Services consist of the 'hosted' provision of Software.

Article 28. General

- 28.1. Zenvoices shall use reasonable endeavours to:
- maintain the Software as well as possible in accordance with article 29;
 - to keep the Software available as much as possible, in accordance with article 30;
 - provide support for the use of the Software, and provide support for any Incidents in the Software in accordance with article 33 and article 34;
 - create regular backups in compliance with article 35.
- 28.2. The commitments included in this module do not apply to integrations with third-party software or systems. Also see article 6.8 in this regard.

Article 29. Maintenance

- 29.1. The maintenance as referred to in article 28 shall consist of the following components:
- Scheduled Maintenance or Emergency Maintenance of the Software, to ensure that the Customer can continue to use the Software as much as possible as agreed;
 - detecting and resolving Incidents in the Software (following a report by the Customer, as described in article 33);
 - making updates available, as described in article 31.
- 29.2. Zenvoices will perform maintenance, which may affect the Availability of the Software, as much as reasonably possible in the Maintenance Window. Emergency maintenance can always be performed outside the Maintenance Window due to the need for immediate intervention.
- 29.3. Zenvoices will endeavour to notify Scheduled Maintenance to the Customer at least seven (7) days in advance by email or via the Software.

Article 30. Availability

- 30.1. Zenvoices aims for an Availability of the Software of 99.5% per month. The actual Availability is calculated using the formula described below:

$$A = \frac{Tm - \sum Om}{Tm} \times 100 \%$$

Tm = total number of minutes in the relevant month

Om = (the sum of) the number of minutes of non-Availability in the relevant month

A = actual Availability in the relevant month

- 30.2. In calculating Availability, the time spent on Emergency Maintenance, the time during which the Software was unavailable due to force majeure, and the Maintenance Window are excluded from both Tm and Om.

- 30.3. Availability is periodically measured by Zenvoices using Microsoft Application Insights. Zenvoices reserves the right to make changes to the method by which Availability is measured.

Article 31. Updates

- 31.1. Zenvoices will regularly perform Software updates in order to solve problems or make improvements.
- 31.2. Zenvoices is entitled to make changes to the functionalities of the Software. Feedback and suggestions from the Customer are welcome. However, Zenvoices will at all times decide independently which changes it implements.

Article 32. Reporting Incidents

- 32.1. The Customer will notify Zenvoices as soon as it becomes aware of an Incident.
- 32.2. When reporting an Incident, the Customer must in any case provide the following information to Zenvoices:
- the company name;
 - name of contact person for further follow-up of the Incident;
 - the current contact details of the respective contact person;
 - a complete and clear description of the Incident;
 - a description of any steps already taken by the Customer.
- 32.3. The Customer reports an Incident by telephone within Business Hours. Outside Business Hours, the Customer must report an Incident by e-mail.

Article 33. Handling of Incidents

- 33.1. Zenvoices will use reasonable endeavours to process the Incidents reported by the Customer as soon as possible. Zenvoices will classify the Incidents into one of the categories below, taking into account the impact and urgency of the Incident for the Customer.

Priority	Definition	Examples
Priority 1 (High)	The Software is not available at all or cannot be used operationally by End Users for any other reason. The impact and urgency of the Incident is great.	The Software cannot be accessed via the web browser; it is not possible to log in to the Customer's Accounts at all.
Priority 2 (Medium)	Certain functionalities of the Software are not available, but important parts of the Software may still be used operationally by End Users. The impact and urgency of the Incident is medium.	There is a problem with important functionalities, but other functionalities can still be used.
Priority 3 (Low)	End users do not directly experience problems when using the Software, but there are (minor) problems with regard to certain aspects of the Software.	The representation of a particular part of the Software is incorrect, without directly inconveniencing the End Users.

	The impact and urgency of the Incident is low.	
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- 33.2. The Priority will be determined by Zenvoices on the basis of the information provided by the Customer.
- 33.3. Zenvoices will use reasonable endeavours to achieve the Response Time and Resolution Time below. The hours below are hours that fall within Business Hours.

Priority	Response Time	Resolution time
Priority 1 (High)	1 hour	4 hours
Priority 2 (Medium)	4 hours	As soon as possible
Priority 3 (Low)	8 hours	As soon as possible

- 33.4. If an Incident is reported outside of Business Hours, the Response Time and Resolution Time will begin on the next business day at 8:30 a.m.
- 33.5. Zenvoices will notify the Customer as soon as possible when the Incident has been resolved.
- 33.6. The Customer shall provide Zenvoices with all support necessary and desirable to enable proper prioritization and resolution of the Incident. If the Customer fails to provide such support, or fails to do so in a timely manner, the Response Time and Resolution Time shall be suspended until the moment the requested support has been provided by the Customer.

Article 34. End User inquiries and contact

- 34.1. Zenvoices shall provide the Customer with a reasonable level of support in the event of End User inquiries. For this purpose, the Customer may contact the Zenvoices helpdesk during Business Hours.
- 34.2. Zenvoices will make efforts to respond to End User inquiries within a reasonable time frame.
- 34.3. No separate charges will be invoiced by Zenvoices to the Customer for the support described above.
- 34.4. The Customer can contact the Zenvoices helpdesk using the contact details available on the Zenvoices website.

Article 35. Back-ups

- 35.1. Zenvoices will regularly create back-ups with the aim of restoring Customer Data and/or a previous version of the Software in the event of (critical) Incidents or other critical failures on the part of Zenvoices. However, Zenvoices is not a back-up service. The Customer and/or End User(s) are therefore themselves responsible for storing the Customer Data elsewhere or for creating their own back-up.
- 35.2. Zenvoices does not have facilities to restore individual Customer Data for the Customer and/or End Users. If a back-up is restored, any Customer Data stored after the back-up was made will be lost.

Module C: Processing of personal data

The provisions of this module C apply additionally insofar as Zenvoices processes personal data on behalf of the Customer as part of the Services.

Article 36. Definitions

Where terms are used in this module that correspond with definitions in article 4 of the GDPR, those terms shall carry the meanings as defined in the GDPR. The provisions included in this module must be read and interpreted in light of the GDPR. Additionally, the following terms are used in this module with the following meanings:

- 36.1. **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 36.2. **Sub-processor:** a party engaged by Zenvoices to perform specific processing activities on behalf of the Customer and under the instruction of Zenvoices.

Article 37. Nature and extent

- 37.1. Under the terms of this Module C, Zenvoices undertakes to process personal data on behalf of the Customer. In the context of such processing, Zenvoices acts as the processor and the Customer as the controller.
- 37.2. The details of the processing activities, in particular the categories of personal data and the purposes for which the personal data are processed by Zenvoices on behalf of the Customer, are specified in article 48 or elsewhere in the Agreement. These specifications may be amended or supplemented by Zenvoices. Zenvoices shall notify the Customer if such an amendment or supplement takes place.
- 37.3. Zenvoices shall process the personal data made available by or through the Customer solely on behalf of the Customer and for the specific purposes described in article 48 or elsewhere in the Agreement, unless Zenvoices receives additional instructions from the Customer.
- 37.4. The duration of the processing of personal data is limited to what is specified in the Agreement. The default assumption is that the duration of the processing shall be limited to the term of the Agreement for the relevant Services.

Article 38. Instructions

- 38.1. Zenvoices shall process personal data solely on the basis of Written instructions from the Customer, unless a provision of EU or Member State law applicable to Zenvoices requires it to process such data. In that case, Zenvoices shall inform the Customer of that legal requirement before the processing, unless that law prohibits such notification on important grounds of public interest. The Customer may issue additional instructions during the processing of personal data. Such instructions shall always be recorded in Writing. Any costs incurred or to be incurred by Zenvoices in implementing these instructions shall be borne by the Customer.
- 38.2. Zenvoices shall inform the Customer as soon as reasonably possible if, in its opinion, the Customer's instructions violate the GDPR or other applicable data protection provisions of EU or Member State law.

- 38.3. Zenvoices shall make every effort to process the personal data made available by or through the Customer with due care in the context of the aforementioned activities.

Article 39. Obligations of Zenvoices

- 39.1. Zenvoices shall process personal data in a proper and careful manner, in compliance with its obligations under the GDPR and other applicable regulations regarding the processing of personal data.
- 39.2. Zenvoices shall make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this module that arise directly from the GDPR.
- 39.3. Zenvoices shall, to the extent reasonably within its sphere of influence, assist the Customer upon request in fulfilling its legal obligations under the GDPR, in particular its obligations under articles 32 to 36 GDPR. This includes, for example, assistance in conducting a data protection impact assessment (DPIA) and a prior consultation in the case of high-risk processing.
- 39.4. If a data subject submits a request to Zenvoices to exercise his or her legal rights under Chapter III of the GDPR, Zenvoices shall forward the request to the Customer, who shall handle the request. Zenvoices may inform the data subject of such act.
- 39.5. Zenvoices may charge fees for the work arising from this article, based on its standard rates.

Article 40. Transfer of personal data

- 40.1. Zenvoices aims to only process personal data within the European Union. In addition, Zenvoices may also transfer the personal data to a country outside the EEA, provided that that country guarantees an adequate level of protection and Zenvoices complies with its other obligations under this module and the GDPR.

Article 41. Legality

- 41.1. Zenvoices makes Software available that can be used by the Customer for the processing of personal data. The Customer guarantees there is a valid legal basis for the processing of personal data under the Agreement.
- 41.2. The Customer represents and warrants that the content, use, and instruction for the processing of personal data as referred to in this module are not unlawful and do not infringe the rights of any third party.
- 41.3. The Customer shall indemnify Zenvoices against any claims from third parties in connection with (alleged) violations of the GDPR or other privacy laws and regulations by the Customer.

Article 42. Sub-processors

- 42.1. The Customer grants Zenvoices prior general consent to engage Sub-processors. Zenvoices shall notify the Customer in Writing of any intended changes to the list of Sub-processors. The Customer has the right to object to the proposed changes by submitting a Written objection to Zenvoices within fourteen (14) days of such notification. Zenvoices shall provide the Customer with the information necessary to enable the Customer to exercise its right to object. If Zenvoices honours the objection, the new Sub-processor will not be engaged in the performance of the Agreement. If Zenvoices considers the objection

- to the proposed Sub-processor to be unfounded, Zenvoices shall inform the Customer. The Parties shall then consult to resolve the situation.
- 42.2. Without prejudice to the foregoing, the Customer grants specific authorization for the engagement of the Sub-processors listed in article 48 or elsewhere in the Agreement.
- 42.3. When Zenvoices engages a Sub-processor to perform specific processing activities on behalf of the Customer, Zenvoices shall do so by means of an agreement that imposes data protection obligations on the Sub-processor that are essentially equivalent to those imposed on Zenvoices under the (relevant) provisions agreed between the Parties. Zenvoices shall ensure that the Sub-processor complies with the obligations imposed on Zenvoices under these provisions and the GDPR. Zenvoices shall remain fully responsible to the Customer for the fulfillment of the Sub-processor's obligations in accordance with the provisions agreed between the Parties.

Article 43. Audits

- 43.1. The Customer has the right to have audits conducted by an independent third party who is bound by confidentiality, for the purpose of verifying the processing activities covered by the Agreement.
- 43.2. An audit may take place once per calendar year, as well as in the event of a concrete suspicion of non-compliance with the applicable arrangements between the Parties. Zenvoices shall reasonably cooperate with such audits.
- 43.3. The Customer must announce audits in a timely manner. The costs of the audits shall be borne by the Customer. Any reasonable costs incurred by Zenvoices in providing assistance during an audit shall also be borne by the Customer, unless the audit reveals that Zenvoices has materially failed to comply with the applicable arrangements.
- 43.4. Customer shall treat the audit and its results as confidential. The Parties shall jointly decide how to act upon the audit results.

Article 44. Security

- 44.1. Zenvoices shall use reasonable efforts to implement appropriate technical and organisational measures in relation to the processing of personal data. However, Zenvoices cannot guarantee that the security will be effective under all circumstances.
- 44.2. Zenvoices shall comply with the control requirements of ISO 27001. Upon request, the specific security measures implemented by Zenvoices will be provided to the Customer free of charge or can be found on the Zenvoices website.

Article 45. Personal data breach notification

- 45.1. The Customer is at all times responsible for reporting a security incident and/or data breach (defined as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed) to the supervisory authority and/or data subjects. To enable the Customer to fulfill this legal obligation, Zenvoices shall notify the Customer of the security incident and/or data breach within a reasonable time.
- 45.2. In the event of a data breach notification to the Customer, Zenvoices shall, insofar as this information is available, provide at least the following information:

- a. the nature of the personal data breach, including, where possible, the categories of data subjects and personal data concerned and, approximately, the number of data subjects and records affected;
 - b. the name and contact details of the data protection officer or another contact point where more information can be obtained;
 - c. the likely consequences of the personal data breach;
 - d. the measures Zenvoices proposes or has taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 45.3. Zenvoices shall provide the necessary cooperation in supplying any additional information to supervisory authorities and data subjects, where required.

Article 46. Confidentiality

- 46.1. Zenvoices shall treat all personal data it receives from the Customer as confidential. Access to this data shall be limited to individuals working for Zenvoices who require access in order to properly carry out the processing on behalf of the Customer. Zenvoices shall ensure that these individuals are bound by a duty of confidentiality.
- 46.2. This duty of confidentiality shall not apply where the Customer has given explicit consent to disclose the information to third parties, where disclosure to third parties is logically necessary given the nature of the assignment and the performance of the Agreement, or where there is a legal obligation to disclose the information to a third party.

Article 47. End of the Agreement

- 47.1. Upon termination or rescission of the Agreement, the Parties shall continue to comply with the provisions of this module regarding confidentiality, as well as all other provisions which, by their nature, are intended to survive the termination or rescission of the Agreement.
- 47.2. If the Agreement is terminated or rescinded ("ontbonden"), the Customer must, within forty-five (45) days after the end of the Agreement, download and store under its own control all data, including personal data, that has been stored or otherwise processed via the Software.
- 47.3. After this period, the Customer will no longer have access to the data, including personal data. Upon the Customer's request, Zenvoices shall return the data to the Customer. This request must be submitted to Zenvoices within forty-five (45) days after ending of the Agreement. After this period, Zenvoices shall securely delete or destroy all data in its possession under the Agreement (including any copies), unless it is legally required to retain the data for a longer period.

Article 48. Specification of the processing of personal data and Sub-processors

- 48.1. The table below specifies the nature and extent of the processing of personal data.

Categories of data subjects whose personal data is processed	- The employees of the Customer; - The Customer's customers (if applicable: the customers and/or suppliers of these customers, and so on); - The Customer's suppliers.
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Categories of personal data processed	- Subscription details (username) - Company details (company name, business, postal and billing address, email address, telephone number) - Contact information (first and last name, gender, phone number, email address, job description) - Financial data (bank account and bank account name) - Any other personal data contained in documents processed by the Customer via the Software
Purpose(s) for which the personal data is processed on behalf of the Customer	The Customer uses the online invoice processing program that Zenvoices offers to (automatically) process invoices in an accounting or ERP package. The Customer has - through the use of Zenvoices' online invoice processing program - personal data processed by Zenvoices, for which the Customer decides the purpose and the means.
Duration of processing	Up to a maximum of 45 days after the end of the Agreement.

48.2. The Customer gives Zenvoices specific permission for the Sub-processors listed in the table below.

Name of Subprocessor	Description of the nature of the processing operations	Processing outside EEA (Yes/No)
HubSpot	CRM software for storage of customer data and correspondence	Yes
Intercom	Customer communication	Yes
Canny	User Feedback Collection	Yes
Microsoft (Office365 in Azure)	Hosting, data storage and AI services	No
Mailgun	Sending and receiving emails	Yes