

1. Article 1 – Definitions and interpretation

1.1 In these General Terms and Conditions, the following terms shall have the following meanings:

- i) **Agreement:** every model agreement, quotation, offer or any other contract entered into, including any pricing arrangement, renewal, amendment, annex and any related document thereto, to which these General Terms and Conditions apply.
- ii) **AI Service:** any artificial intelligence functionality, machine learning functionality, analytics functionality or other AI-enabled capability made available by Custodea as part of the Services.
- iii) **AI Model:** any machine learning model, large language model, algorithm, neural network, recommendation engine or other artificial intelligence technology used by or on behalf of Custodea as part of the Services.
- iv) **API:** a so-called application programming interface, an interface which enables Custodea to communicate, exchange data and interact with Client Systems and/or third-party systems, applications, platforms, databases, software or services.
- v) **Client:** a party that enters into an Agreement with Custodea.
- vi) **Client Systems:** the Client's information technology systems, software applications, databases, networks, cloud services, websites and other digital environments that are used in connection with, or integrated with, the Services.
- vii) **Customer Data:** any information which the Client supplies to Custodea, whether directly or through integrations with third-party systems, including without limitation financial, accounting, sales, marketing, personnel and operational data. Prompts and Output shall also constitute Customer Data.
- viii) **Custodea:** Custodea B.V. having its registered office at Schönberglaan 26 in (3533JD) Utrecht, the Netherlands, and registered in the commercial register maintained by the Chamber of Commerce under number 42087975.
- ix) **General Terms and Conditions:** these general terms and conditions irrespective of the manner in which they are disclosed. These general terms and conditions shall comprise part of an Agreement.
- x) **Intellectual Property Rights:** all intellectual property and proprietary rights, including copyrights, database rights, trademarks, trade names, domain names, patents, designs, trade secrets, know-how and all other similar rights, whether registered or unregistered, anywhere in the world.
- xi) **Output:** any content, information, recommendation, analysis, report, prediction, insight, response or other output generated by an AI Service based on one or more Prompts.
- xii) **Party:** Custodea or the Client, jointly, the **Parties**.
- xiii) **Password:** a password selected by a User (through integration with Microsoft Sign-in, for example), which may be used together with the relevant User Name to obtain access to Custodea's website.
- xiv) **Prompt:** any information, data, question, instruction, request or other input submitted to an AI Service by or on behalf of the Client.

xv) **Services:** the provision of a digital data warehousing and data management platform that enables customers to securely connect, store, structure, monitor and manage organisational data, documentation and related information through a centralized online environment, or such other services as set out in the applicable model agreement.

xvi) **Trial Period:** the period during which Custodea makes the Services available to the Client on a trial basis, prior to entering into a paid subscription. The duration of the Trial Period shall be as specified on Custodea's website or as otherwise communicated to the Client when creating an account.

xvii) **User:** any individual who is authorised by the Client to access or use the Services.

xviii) **User Name:** the User's user name (such as their email address through integration with Microsoft Sign-in, for example), which may be used in combination with a Password to obtain access to Custodea's website.

1.2 Any reference to 'written' or 'in writing' in these General Terms and Conditions shall also be deemed to include email.

2. Scope of application

2.1 These General Terms and Conditions shall apply to every Agreement, the conclusion of an Agreement, the so-called pre-contractual stage and also any quotations and/or offers issued by Custodea, as well as any other contract which Custodea enters into with the Client and all amendments of or addenda to same arising pursuant to or in conjunction with them.

2.2 Any deviations from these General Terms and Conditions shall only apply provided that the Parties explicitly agree to them in writing.

2.3 An Agreement shall be concluded upon the Client's acceptance of the applicable Custodea agreement documentation, being either the (i) the model agreement, through which these General Terms and Conditions are declared applicable, or (ii) these General Terms and Conditions, which are declared applicable and accepted during the creation of the account required to access the Services.

3. Services

3.1 Custodea shall provide Services on the basis of a reasonable efforts obligation (*inspanningsverplichting*) and not a performance obligation (*resultaatsverplichting*). Where a deadline is agreed to or stipulated for the provision of Services, it shall not constitute a fatal term under any circumstances, but as an indication only.

3.2 Notwithstanding any other provision of these General Terms and Conditions, during any Trial Period the Services are provided on a trial basis only and on an "as is" and "as available" basis. The Client acknowledges that, during such Trial Period, the Services may contain errors, inaccuracies, limitations or interruptions, and Custodea does not give any representations, warranties or guarantees of any kind in respect of the availability, performance, functionality, accuracy or fitness for purpose of the Services.

3.3 Upon expiry of the Trial Period, the Client's access to and use of the Services shall be suspended. The Client may reactivate its access by entering into a paid subscription. Custodea shall not charge the Client unless the Client actively enters into a paid subscription. From the moment such subscription takes effect, the Services shall be

provided subject to the applicable paid subscription, these General Terms and Conditions and any other applicable terms of the Agreement, and the trial-specific limitations set out in Article 3.2 shall no longer apply.

- 3.4 To enable Custodea to provide the Services, the Client shall grant Custodea access to the Client Systems as Custodea may request from time to time. The Client shall provide all reasonable cooperation required to establish and maintain such connections. Custodea does not accept any responsibility or liability for such Client Systems, including their availability, performance, security, integrity or operation. The Client warrants that it has sufficient rights (including licensing rights with its third-party providers) to grant Custodea access to the Client Systems and to enable Custodea to provide the Services.
- 3.5 Where the Client uses Services in conjunction with third-party data providers, AI tools, software applications, platforms or other third-party services, the Client shall be solely responsible for obtaining and maintaining all required subscriptions, licenses, permissions and contractual rights for the use of such third-party services. Custodea shall have no responsibility or liability for the availability, functionality, performance, pricing, licensing terms or continued provision of any such third-party services.
- 3.6 Should Custodea wish to use an API, the Client shall consent to Custodea's use of such API and shall provide every assistance for the purposes of implementing and using the API. Custodea shall only use an API for the purposes of performing the Services.
- 3.7 Any recommendations, forecasts, insight, analytics, reports or anticipated results provided by Custodea are for informational purposes only. Custodea does not warrant or guarantee that the Client will achieve any particular business, operational, financial or other outcome as a result of using the Services, and no such warranty shall be implied. The Client acknowledges that the value derived from the Services depends on various factors outside Custodea's control, including the quality, completeness and accuracy of Customer Data, Client Systems and the Client's own use of the Services.
- 3.8 Custodea cannot warrant that the Client will be able to benefit from the Services at all times. The Services may malfunction, due to the malfunction of a server, computer, internet connection or the electricity network, amongst other things. Under no circumstances shall Custodea be liable for any resulting adverse effects.
- 3.9 Custodea shall be entitled to modify and/or improve the Services from time to time. Should Custodea be of the opinion that a modification and/or improvement of the accessibility and performance of the Services or connection with third-party applications or the relevant Client System materially reduces the functionality of the Services, Custodea shall notify the latter of the modification and/or improvement as soon as possible. In such case, the Client may terminate the Agreement in writing in accordance with its terms. Where the Client continues to use the Services after any amended or additional terms and conditions come into effect, the Client shall be deemed to have accepted them.
- 3.10 The Services may support different User roles, permissions and access levels, enabling different Users to access different parts or functionalities of the Services. The Client shall be solely responsible for creating, managing and deleting User accounts and for assigning, modifying and revoking the roles, permissions and access rights of users. Custodea shall not be liable for any unauthorised access to, use of, disclosure of, loss of or modification of Customer Data, Client Systems or other information resulting from the Client's configuration or allocation of User accounts, roles,

permissions or access rights. The Client remains fully responsible and liable for all acts and omissions of its Users in connection with the Services.

3.11 The Client shall ensure that its Users do not:

- i) use the Services in violation of any applicable law;
- ii) use the Services to store or transmit unlawful, infringing or malicious content;
- iii) interfere with the integrity, security or performance of the Services;
- iv) attempt to gain unauthorised access to the Services or related systems; or
- v) use the Services for the benefit of third parties.

4. AI Service

4.1 The Services may contain AI Services. Custodea shall use reasonable efforts to reduce harmful, unlawful or inappropriate Output by implementing appropriate safeguards, controls and monitoring measures within the AI Services.

4.2 Given the nature of artificial intelligence technology, the Client acknowledges and agrees that:

- i) Output may be inaccurate, incomplete, misleading, offensive, biased or otherwise unsuitable for the Client's intended purposes;
- ii) Output may require human review and verification prior to use;
- iii) Output may not be unique and substantially similar or identical output may be generated for other users of the Services; and
- iv) Custodea does not warrant that any Output is accurate, complete, reliable, fit for purpose, non-infringing or compliant with applicable laws.

4.3 The Client shall ensure that its Users:

- i) do not submit inaccurate, misleading, unlawful or infringing Customer Data or Prompts to any AI Service;
- ii) do not use any AI Service for unlawful, discriminatory, harmful, fraudulent or misleading purposes;
- iii) do not attempt to reverse engineer, retrain, manipulate, extract or otherwise derive any AI Model, nor perform prompt injection attacks, model extraction attacks or similar activities; and
- iv) do not circumvent or attempt to circumvent any security measures, safeguards or restrictions implemented by Custodea.

4.4 Custodea shall not use Customer Data, Prompts or Output to train AI Models, unless the Client has expressly consented to such use in writing.

5. Customer Data

- 5.1 The Client acknowledges that Custodea shall not be liable for any failure in the delivery of the Services to the extent such failure is attributable to the quality, correctness, completeness or accessibility of Customer Data.
- 5.2 The Client shall ensure that any Customer Data or files or data supplied to Custodea do not contain any viruses, worms, Trojan horses, malicious software or any other defects which may have an adverse effect on the appropriate performance of the Services.
- 5.3 The Client shall warrant that the Customer Data does not breach applicable legislation and regulations or infringe any third-party rights and that it is not unlawful on any other grounds.
- 5.4 Custodea shall at all times be entitled, but not be obligated to verify, reject or delete the Customer Data or to stipulate additional requirements in respect thereof without citing any grounds for doing so.
- 5.5 Custodea shall use reasonable endeavours to ensure that Customer Data is accurately synchronised and made available through the Services. However, Custodea shall not be liable for any Customer Data or any part of it which is missing, inaccurate, incomplete or outdated.
- 5.6 The Client shall itself be responsible for checking the Customer Data which is made available through the Services.
- 5.7 Under no circumstances shall Custodea have an obligation to restore corrupt or missing Customer Data or other data.
- 5.8 Nothing in the Agreement shall prevent Custodea from generating, collecting and using aggregated, anonymised and de-identified data derived from Customer Data for benchmarking, analytics, service improvement, statistical purposes, product development and other legitimate business purposes, provided that such data does not identify, and cannot reasonably be used to identify, the Client, any User or any individual. Such aggregated, anonymised and de-identified data shall not constitute Customer Data.

6. Fees and payment

- 6.1 Subject to Article 6.5, the fees shall be calculated (i) as set out on Custodea's website (as amended from time to time) or (ii) as otherwise agreed in model agreement.
- 6.2 All of the fees which Custodea charges shall be exclusive of value added tax (VAT) and other government levies charged.
- 6.3 Invoices shall be issued monthly in arrears. The term of payment shall be thirty (30) calendar days after the date of the relevant invoice, unless otherwise agreed in writing. Any payment that has been made shall not be refunded, for example, because of the early termination of an Agreement.
- 6.4 The Client shall be required to notify Custodea in writing of any inaccuracy of the fees or the calculation of the invoices within thirty (30) calendar days after the end of the calendar month in which the fees were charged or the invoices calculated. The parties shall enter into consultation with each other in good faith to discuss the accuracy of the

invoices. In the event that the Client fails to dispute the accuracy of an invoice on time, the invoice shall be deemed to be correct. A dispute concerning an invoice shall not suspend the obligation to pay it.

6.5 Custodea may in any event unilaterally adjust fees through indexation and in connection with cost-increasing factors. In such cases, Article 15.11 shall not apply.

6.6 The Client shall be immediately in default in the event that the Client fails to pay an invoice by the due date, without any reminder or notice of default being required. The Client shall be liable for any legally stipulated commercial interest on the outstanding amount as of the date of default until that on which payment occurs in full.

6.7 Should the Client remain in default of payment of an outstanding amount and any interest payable on it, Custodea may outsource its claim for the purposes of collecting the debt. The Client shall be liable for all of the associated costs, both judicial and extrajudicial expenses in so far as is legally permitted.

6.8 The Client shall not be entitled to set off payment against any amount which it owes Custodea or to suspend it.

7. User Name and Password

7.1 The Client shall ensure that each User creates create and uses unique User Name and Password for access to Custodea's website and the Services. The Client shall ensure that each User keeps its User Name and Password strictly confidential and does not allow any other person to use them.

7.2 The Client shall be responsible and liable for any use of the User Names and Passwords, irrespective of who actually uses them. Under no circumstances shall Custodea be liable for any misuse of a User Name or Password. The Client shall indemnify Custodea in full against any claim filed by a third party in relation to a loss or otherwise suffered in any way due to the use or misuse of the User Names and/or Passwords.

8. Liability

8.1 Custodea's liability for compensation on any grounds whatsoever in relation to all Agreements, which is also deemed to include a claim pursuant to a tortious act, shall be limited to the amount actually paid out under Custodea's applicable insurance policy in respect of the relevant claim. Under no circumstances shall Custodea's total aggregate liability exceed the fees paid by the Client to Custodea during the twelve (12) months prior to the time of the relevant damage-causing event or EUR 30,000 (thirty thousand) whichever amount is lower.

8.2 Custodea shall not be liable for any loss comprising an consequential losses, loss of profits, missed savings or impaired goodwill, reputational harm, the costs of replacement services.

8.3 In the event that the limitations stipulated in Article 8.1 and 8.2 do not apply or not in full, Custodea's liability for loss on any grounds whatsoever in relation to all Agreements, which is also deemed to include a claim pursuant to a tortious act, shall be limited to the

amount for which Custodea is insured but only in so far as the insurer has paid out the amount to Custodea.

- 8.4 The limitations of liability for loss set out in these General Terms and Conditions shall not apply where the loss is due to a deliberate act or omission (*opzet*), or deliberate recklessness (*bewuste roekeloosheid*) on the part of Custodea and/or its senior management.
- 8.5 The Client shall indemnify Custodea against all losses, claims, damages and expenses (including all reasonable fees) incurred by Custodea in connection with a third party claiming that the provision of the Services is in breach of applicable legislation and regulations, infringes upon such third party's rights, or is otherwise unlawful.
- 8.6 Each Party shall defend the other Party against any claim brought by a third party alleging that:
- i) in the case of Custodea, the Services, as provided by Custodea and used by the Client in accordance with the Agreement, infringe such third party's Intellectual Property Rights; and
 - ii) in the case of the Client, the Customer Data, Client Systems or any materials, software, data, content or other information provided or made available by or on behalf of the Client to Custodea for the purposes of the Services infringe such third party's Intellectual Property Rights.
- 8.7 The indemnifying Party shall indemnify the indemnified Party against any damages finally awarded by a competent court or agreed in a settlement approved by the indemnifying Party, provided that the indemnified Party: (i) promptly notifies the indemnifying Party of the claim; (ii) grants the indemnifying Party sole control of the defence and settlement of the claim; and (iii) provides all reasonable assistance requested by the indemnifying Party. The total aggregate liability of Custodea under this Article shall not exceed the liability cap set out in Article 8.1.
- 8.8 Custodea shall have no liability under Article 8.6 and 8.7 to the extent that a claim arises from: (i) Customer Data supplied by or on behalf of the Client; (ii) any modification of the Services other than by Custodea; (iii) the combination or use of the Services with products, services, software, systems or data not provided or approved by Custodea; or (iv) the Client's continued use of the Services after Custodea has notified the Client of an actual or alleged infringement issue and provided a non-infringing alternative, update or workaround.

9. Force majeure

- 9.1 A Party shall not have a duty to comply with any obligation in the event that it is prevented or hindered from doing so due to force majeure. Force majeure on the part of Custodea is also deemed to include but is not limited to government measures, legislative amendments, failure by third party providers (including providers of a Client System), cybersecurity incidents, or any other situation which falls beyond Custodea's reasonable control. The Client's inability or unwillingness to effect payment shall not be deemed to constitute force majeure.
- 9.2 The affected Party may suspend its obligations pursuant to an Agreement while force majeure persists.

9.3 In so far as Custodea has already partly fulfilled its obligations pursuant to an Agreement when force majeure occurs, it shall be entitled to issue an invoice to the Client for the part in respect of which it has already fulfilled them.

10. Confidentiality

10.1 The Parties shall ensure that any confidential information which either Party receives from the other Party remains strictly confidential and the Parties shall not disclose such information without the other Party's prior written approval. The Parties shall also impose this duty on their staff and any other parties whom they engage for the purposes of executing an Agreement. In derogation from the foregoing, Custodea may share Customer Data with third parties in so far as it is necessary or useful to do so for the purposes of providing Services, provided that such third party is bound by confidentiality obligations no less stringent than those set out in these General Terms and Conditions.

10.2 Confidential information shall at any rate not be deemed to include:

- i) information of which the other Party was already aware before the Agreement was concluded;
- ii) information that is general knowledge or any which becomes same without the other Party's involvement;
- iii) information that is lawfully obtained from another party without breaching a duty of non-disclosure;
- iv) information which the other Party has created independently.

11. Privacy

11.1 Custodea attaches great importance to the protection of personal data and shall process personal data in accordance with applicable data protection laws, including the GDPR.

11.2 To the extent Custodea processes personal data on behalf of the Client in connection with the provision of the Services, Custodea shall act as a processor and the Parties shall enter into a separate data processing agreement where required by applicable law.

11.3 The Client acknowledges that Custodea may also process certain personal data as an independent controller where Custodea determines the purposes and means of the relevant processing, including for account administration, security, billing, compliance with legal obligations and the management of its business operations.

11.4 Information regarding the manner in which Custodea processes personal data as an independent controller is set out in Custodea's privacy statement (as amended from time to time), available at: custodea.eu/privacy

12. Intellectual property rights

12.1 All Intellectual Property Rights to the Services and all materials, software, documentation, content, data models, know-how and other works developed, made available or provided to the Client pursuant to an Agreement shall be vested solely in Custodea, its licensors or its suppliers. No Intellectual Property Rights are transferred to the Client under any Agreement.

12.2 The Client is granted a non-exclusive, non-transferable and non-sublicensable license to allow its Users to access and use the Services strictly for the Client's own internal business purposes during the term of the relevant Agreement.

12.3 Except as expressly permitted in mandatory law or expressly authorised by Custodea in writing, the Client shall not, and shall ensure that its Users shall not, nor permit any third party to:

- i) copy, reproduce, modify, adapt, translate, create derivative works from, distribute, publish, lease, rent, sell, commercialise, disclose or otherwise exploit the Services or materials;
- ii) grant access to, make available, transfer, pledge, encumber or sublicense any licence rights;
- iii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying ideas, algorithms, structure or organisation of any software; or
- iv) remove, obscure, or alter any proprietary notices or markings.

12.4 The Client grants Custodea a non-exclusive, royalty-free license to use any Customer Data and Client Systems for the purposes of providing the Services.

12.5 The Client grants Custodea a non-exclusive, perpetual, irrevocable, royalty-free license to use any feedback, suggestions, enhancement requests or recommendations relating to the Services for the purposes of developing, improving and commercialising the Services.

13. Termination

13.1 A Party may, without prejudice to its other rights or remedies, terminate an Agreement with immediate effect by written notice to the other Party if one or more of the following events occurs:

- i) the other Party commits a material breach of an Agreement which is incapable of remedy or is capable of remedy but has not been remedied within 20 business days of receipt of a written notice specifying both the material breach and the non-defaulting Party's intention to terminate the Agreement if the material breach is not remedied;
- ii) the other Party:
 - (1) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them; or
 - (2) passes a resolution or makes a determination for it to be wound up; or
 - (3) in respect of which a request for bankruptcy or a suspension of payments is made; or
 - (4) has appointed to it an trustee; or
 - (5) it is entitled to do so pursuant to an express right set out elsewhere in this Agreement.

13.2 Following the termination of an Agreement, Custodea may issue an invoice for any amount owed by the Client in respect of the period preceding its termination. The Client

shall continue to have a duty to pay Custodea the final invoice and any outstanding sums. Any amount for which Custodea has issued an invoice before such termination shall remain payable in full and shall fall due immediately at the time of cancellation.

13.3 Termination or expiry of the Agreement shall not affect any rights, obligations or liabilities of either Party which have accrued before the effective date of termination or expiry. Articles 6, 8, 10, 12, 14, 15, and 16 together with any other provisions which by their nature are intended to survive termination or expiry, shall remain in full force and effect after termination or expiry of the Agreement.

14. Data portability and switching rights

14.1 The Client may initiate a switching process under the EU Data Act by written notice at any time. The notice period for initiation of the switching process shall not exceed two (2) months.

14.2 Following a switching request, the Client may request Custodea to:

- i) provide a copy of the Customer Data to the Client;
- ii) transfer the Customer Data to a replacement service provider designated by the Client;
- iii) make the Customer Data available for transfer to the Client's own ICT infrastructure; or
- iv) permanently delete the Customer Data.

14.3 In connection with a switching request, Custodea shall:

- i) provide reasonable assistance to the Client and any third party designated by the Client in connection with the retrieval, transfer or migration of the Customer Data;
- ii) provide the Client with reasonable information concerning the exit process and support the Client's exit strategy insofar as reasonably required for the migration of the Customer Data;
- iii) use reasonable efforts to maintain continuity of the Services during the transition period;
- iv) maintain appropriate technical and organisational measures to ensure the security and integrity of the Customer Data throughout the transfer process; and
- v) inform the Client of any known technical limitations or material risks that may affect the continuity of the Services or the migration process.

14.4 Custodea shall complete the transfer of the Customer Data without undue delay and, unless technically infeasible, no later than thirty (30) calendar days following expiry of the notice period referred to in Article 14.1.

14.5 Where Custodea demonstrates that completion of the switching process within such period is technically infeasible, Custodea may reasonably extend such period to the extent strictly necessary to complete the switching process.

14.6 Following completion of the transfer, Custodea shall keep the Customer Data available for retrieval by the Client for a period of thirty (30) calendar days, after which Custodea may permanently delete the Customer Data unless retention is required by applicable law.

14.7 Custodea may exclude from any transfer, export or disclosure:

- i) source code;
- ii) software, tools, applications and platforms owned or licensed by Custodea;
- iii) algorithms, artificial intelligence models, system logic and know-how;
- iv) trade secrets and confidential business information of Custodea;
- v) security-related information, security architecture, vulnerability information and security logs;
- vi) internal operational, administrative, financial and billing information; and
- vii) information relating to other customers of Custodea.

14.8 Any migration, export, transfer or transition assistance exceeding Custodea's obligations under applicable law shall be provided at Custodea's then-current professional services rates.

14.9 Where the Client has initiated a switching request in connection with the termination of the Agreement, the Agreement shall be deemed terminated upon:

- i) successful completion of the switching process; or
- ii) completion of the deletion of the Customer Data requested by the Client pursuant to Article 14.2iv).

14.10 Custodea shall not be liable for any damages, losses, costs or expenses arising from or in connection with any switching request, transfer, migration, export or deletion of Customer Data, except to the extent caused by Custodea's wilful misconduct or gross negligence. The Client remains responsible for the successful migration and use of the Customer Data following its transfer by Custodea.

15. Other provisions

15.1 All notices from the Client to Custodea in connection with or in relation to the Agreement must be addressed to Custodea's email address, being hello@custodea.eu.

15.2 Custodea shall give the Client timely notice of any change to its contact details by email but at any rate no less than two (2) weeks before it comes into effect.

15.3 The Client shall have a duty to notify Custodea of any change to its contact or other details immediately. A change which the Client communicates to Custodea shall be processed within seven (7) days after it is received. Until that time Custodea may lawfully address a communication to the Client's address as set out in Custodea's administrative records.

15.4 The Client shall not be entitled to assign the Agreement and their rights and duties pursuant to it to any other party without Custodea's written consent.

15.5 Custodea shall be entitled to assign an Agreement and all or part of its rights and duties pursuant to it to another party. The Client shall hereby be deemed to have given their prior consent to such assignment.

- 15.6 Custodea shall be entitled to suspend the provision of Services if the Client failed to pay any amounts due by the due date. In addition, if (a) Client or any of its Users acts in breach of the Agreement; (b) in Custodea's reasonable opinion, poses a material risk to the security, integrity or performance of the Services, including for other customers, or (c) if Custodea is so required under applicable laws, Custodea may suspend or limit access to the Services.
- 15.7 Should any provision of these General Terms and Conditions be void or nullified, their remaining provisions shall continue to apply in full. In the event that any provision of these General Terms and Conditions or an Agreement is contrary to applicable law, it shall be amended in such a way that it complies with the applicable law in accordance with the meaning of the relevant provision.
- 15.8 These General Terms and Conditions shall replace all prior general terms and conditions which may govern an Agreement.
- 15.9 In the event that and in so far as is required for the proper execution of an Agreement, Custodea shall be entitled to engage any other party for the purposes of executing that Agreement.
- 15.10 Custodea shall be entitled to amend an Agreement, which is deemed to include these General Terms and Conditions, or to introduce additional new terms and conditions. Such amendments or additions shall come into effect after a reasonable term determined by Custodea following written notice to the Client.
- 15.11 Should the Client not wish to consent to any amended or additional terms and conditions, the Client may terminate the Agreement in writing in accordance with its terms. Where the Client continues to use the Services after any amended or additional terms and conditions come into effect, the Client shall be deemed to have accepted them.

16. Dutch law and jurisdiction of a Dutch court of law

- 16.1 This Agreement is governed by and shall be construed in accordance with Dutch law.
- 16.2 Any and all disputes between the Parties arising from or in connection with this Agreement and/or any agreement, arrangement or undertaking arising from this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

[END OF GENERAL TERMS AND CONDITIONS]