

General Terms and Conditions and Processor Agreement Coding Delta

Coding Delta B.V.
Version July 2023

In this document, you will find:

- (I) The general terms and conditions applicable to the Services, including (a) Development Services (b) Software as a Service (hereinafter: "SaaS"), (c) Hosting, and (d) Data Analysis, provided by Coding Delta B.V., with its registered office at (1016 EA) Amsterdam, Keizersgracht 241, and registered in the trade register under number 77615999 (hereinafter: "Coding Delta"), on behalf of a client (hereinafter: "Client"), (hereinafter: "General Terms and Conditions"), and;
- (II) The processor agreement applicable to the processing of personal data by Coding Delta on behalf of the Client (hereinafter: "Processor Agreement").

Coding Delta and Client are jointly referred to as "Parties".

Part I: General Terms and Conditions

Definitions

In Part I of these conditions (the General Terms and Conditions), the following terms are understood to mean:

Services	All services and/or activities provided/provided by or on behalf of Coding Delta in any way, including but not limited to Development Services, Hosting Services, SaaS Services, and Data Analysis;
Data Analysis	The process carried out by Coding Delta of collecting data from various sources, organizing and structuring it, applying algorithms to analyze the data, and presenting the results;
Development services	The development of (software) solutions by Coding Delta specifically for the Client, whether or not based on a strategy determined specifically for the Client;
Hosting Services	The hosting services and related services to be provided by and/or on behalf of Coding Delta to the Client;
Client	Any natural person or legal entity with whom Coding Delta wishes to enter into, enters into, and/or has entered into a contract of assignment (including an agreement to supply data);

Agreement	Any oral or written agreement and/or other legal relationship between the Parties regarding the delivery of Services (including data) by Coding Delta and related subjects;
SaaS Services	Any oral or written agreement and/or other legal relationship between the Parties regarding the delivery of Services (including data) by Coding Delta and related subjects;
Works	Software, texts, images, drawings, designs, applications, websites, apps, source and object codes, processes, concepts, data, and other works.

Article 1 Applicability

1. These General Terms and Conditions apply to every offer, quotation, agreement, and legal relationship between Coding Delta and the Client, unless expressly and in writing deviated from by the parties. These General Terms and Conditions supersede previous General Terms and Conditions and other agreements where applicable.
2. Differing general terms and conditions, including the general terms and conditions of the Client, are expressly rejected.
3. If one or more provisions in these general terms and conditions are void or voided at any time in whole or in part, the other provisions remain fully applicable. Parties will then consult to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the original provisions.
4. This is a translation of the Dutch terms and conditions. If there is a difference between the two, the Dutch version prevails. The Dutch version can be found at the Dutch Chamber of Commerce, or send an e-mail to info@codingdelta.com to receive the Dutch terms and conditions by email.

Article 2 Execution of the agreement; payment

1. Coding Delta will execute the agreed tasks to the best of its knowledge and ability and as a good contractor.
2. If a term has been agreed or specified for the execution of Services, this term, given the nature of the service and the uncertainties involved, is never a fatal term. If a term is exceeded, the Client must put Coding Delta in default in writing and offer a reasonable term to still execute the agreement.
3. The agreed or specified term changes if there is a change of assignment and/or additional work.
4. The Client owes Coding Delta the fee determined in the quotation and/or agreement. The payment term is fourteen days after the invoice date.
5. The Client is not entitled to suspension and/or offsetting of due payment(s).
6. Additional work that falls outside the quotation or agreement will be invoiced on an hourly basis after consultation with the Client at the usual hourly rate of Coding Delta.
7. Coding Delta is entitled to unilaterally adjust the prices of Services annually in accordance with the consumer price index published by the Central Bureau for Statistics. Coding Delta is

also entitled to unilaterally adjust the prices of Services due to the implementation of a price increase by parties with whom Coding Delta cooperates.

8. The Client is not entitled to cancel or dissolve the assignment in connection with the aforementioned price increases. The provisions regarding termination as mentioned in article 10 apply in full.

Article 3 Development Services

1. Specific conditions included in this provision apply to Development Services performed by Coding Delta.
2. All intellectual property rights, existing or arising, related to Works created as part of the Development Services, belong exclusively to Coding Delta.
3. All intellectual property rights on data provided by the Client to Coding Delta for the execution of the assignment belong exclusively to the Client. In this regard, the Client grants Coding Delta a non-exclusive right of use, solely to execute the tasks.
4. Unless otherwise agreed and always under the suspensive condition that the Client has fully met his (payment) obligations from the Agreement, Coding Delta grants a perpetual, worldwide, non-terminable license to the Client to use the delivered Works as defined in the quotation or Agreement, or in the absence thereof: in the context of its regular business operations. Coding Delta remains entitled to reproduce and use the delivered work for promotion and publicity; for example, by including the work as delivered or a modified version thereof in a portfolio, in communications, and mentioning it on its website. Furthermore, Coding Delta remains entitled to use the underlying Works and know-how, including, but not limited to: software, object and source code, data, processes, or concepts, without any limitation, among other things, for future assignments for other clients.
5. Upon the Client's request, and upon termination of the agreement other than by dissolution by Coding Delta, and provided the Client has fully met his (payment) obligations from the agreement, Coding Delta will make a copy of the source code of the software developed for the Client available to the Client. The Client is entitled to use the source code for its own business operations. The Client is expressly not allowed to use the source code for other purposes, to copy it, or to make it available to third parties for other purposes. The Client will oblige any new developer who accesses the source code to use it solely for further development of the work delivered by Coding Delta for use by the Client for its own business operations. After the source code has been made available to the Client for its own use, Coding Delta is no longer responsible and/or liable for the proper functioning of the software, and further use of the source code is entirely at the Client's own risk. The intellectual property rights to the source code remain entirely with Coding Delta.
6. The Client cannot grant sub-licenses or other licenses to third parties without the prior written consent of Coding Delta, to which consent Coding Delta may attach conditions.
7. Coding Delta guarantees that the use by the Client, as intended in paragraph 4 of this article, of the delivered results of its work does not infringe on the intellectual property rights of third parties.
8. Coding Delta can hire third parties for tasks.
9. The Client grants Coding Delta permission to use its company name and logo for promotion and publicity, for example, by including them in a portfolio or mentioning them in communications on its website.

Article 4 Software as a Service

1. The specific conditions included in this provision apply to Coding Delta's SaaS Services.
2. All intellectual property rights, existing or arising, related to the SaaS services provided by Coding Delta, remain exclusively with Coding Delta.
3. The Client only obtains the non-transferable and non-exclusive right of use for the duration of the Agreement to use the SaaS Services for the Client's regular activities, provided the Client has fully met his (payment) obligations from the agreement. The Client does not acquire any other (usage) rights and/or other powers concerning the (intellectual property rights on) the SaaS Services.
4. Coding Delta has the right to change, replace, suspend, or block (access to) SaaS Services, among other things, for planned (maintenance and related) 'down-time' of the SaaS Services. Coding Delta will announce 'down-time' as much in advance as possible. The obligation to pay the agreed fee by the Client remains fully applicable.
5. In case of a malfunction of the SaaS Services, the Client can contact Coding Delta on working days from 09:00 to 18:00.

Article 5 Hosting

1. The conditions included in this provision apply to Hosting Services from Coding Delta.
2. Maintenance by Coding Delta is done in consultation with the Client and at predetermined times. In case of urgency, Coding Delta will perform maintenance within 48 hours.
3. Coding Delta is not responsible or liable for incidents, including down-time, which are attributable to the third party that provides the server for hosting to Coding Delta.
4. Coding Delta has the right to make the Client's website or parts of it inaccessible if Coding Delta determines or suspects (from its research or based on a third-party report) that unlawful content has been published on it.
5. Coding Delta aims for an up-time of more than 99%.

Article 6 Data Analyse

1. The specific conditions included in this provision apply to (the results of) Data Analysis performed by Coding Delta.
2. The results of Data Analysis provided by Coding Delta are based on general formulas and (partially) public data and may therefore contain errors. These results are inherently not intended to base decisions to perform (legal) actions or similar decisions on without further research. The Client should be aware of this and conduct further research before making such decisions.
3. Coding Delta is not liable for damages resulting from legal actions, payments, or similar decisions made by the Client based on the outcomes of (results of) Data Analysis provided by Coding Delta.
4. All intellectual property rights on data provided by the Client to Coding Delta for the execution of the Data Analysis assignment exclusively belong to the Client. The Client grants Coding Delta a non-exclusive right of use in this regard, solely to execute the tasks.
5. Unless otherwise agreed and always under the suspensive condition that the Client has fully met his (payment) obligations from the agreement, Coding Delta grants the Client a perpetual, worldwide, non-terminable, and non-exclusive license to use the (results of) Data Analysis provided by Coding Delta, as defined in the quotation or agreement or, in the absence thereof, in the context of its regular business operations.

6. The Client is not allowed to provide the (results of) Data Analysis delivered by Coding Delta to third parties without Coding Delta's consent.

Article 7 Aansprakelijkheid

1. Coding Delta is not liable for damages resulting from or due to the temporary unavailability, malfunction, and/or (interim) failure of (parts of) the Services.
2. For other damages, Coding Delta is only liable for attributable direct damages. Direct damages here are exclusively understood as: (a) reasonable costs to determine the cause and extent of the damage, (b) reasonable costs necessary to make Coding Delta's defective performance comply with the agreement, and (c) reasonable costs made to prevent or limit damage.
3. Coding Delta's liability for all other forms of damage than mentioned above, such as, but not limited to, indirect damage, including but not limited to consequential damage, lost revenue or profit, lost clients, reputational damage, immaterial damage, missed savings, missed assignments, missed investments, or damage due to business stagnation, is excluded. The liability of Coding Delta for direct damage, costs, or other disadvantages under the Agreement, including Coding Delta's processor agreement, or damages resulting from a wrongful act committed against the Client, is always limited to the fee invoiced by Coding Delta to the Client for the Services, excluding VAT, over the period of six (6) months directly preceding the damage-causing event, with a maximum of € 5,000.
4. Any right of the Client to compensation only arises if the Client has notified Coding Delta in writing within thirty (30) days after the Client could reasonably have discovered the occurrence of the damage.
5. Nothing in these General Terms and Conditions limits the liability of Coding Delta for damage resulting from intent or deliberate recklessness by Coding Delta or its employees.v

Article 8 Processing personal data

1. If, in the course of performing tasks by Coding Delta on behalf of the Client, personal data are processed wherein the Client determines the purpose and means of data processing, the Processor Agreement of Coding Delta applies, as included in part II of this document.

Article 9 Confidentiality

1. Parties shall not provide information to third parties about the other party's business-sensitive information, and other information they can understand to be confidential, without the consent of the other party. Personal data are always confidential.

Article 10 Duration of the agreement; termination

1. Agreements for Development Services and Data Analysis are entered into for a specific duration. Agreements for Hosting Services and SaaS Services are entered into for an indefinite period.
2. An Agreement for providing Development Services and an Agreement for providing Data Analysis services ends as soon as Coding Delta has delivered the results of the tasks to the Client. The Client is not entitled to terminate the agreement before the delivery of the results.

3. If the Client has instructed Coding Delta to continuously provide services, as is the case with Hosting Services and/or SaaS Services, each party may terminate it with a notice period of 6 months.
4. Each party may terminate the Agreement with immediate effect if:
 - a. the other party becomes bankrupt, is granted a suspension of payments, or when a bankruptcy application or an application for a suspension of payments is filed by her or by others; or
 - b. there is an attributable breach as referred to in article 6:265 of the Dutch Civil Code.
5. After the termination of the agreement, in any way, the provisions that evidently intend to remain in force after termination will continue to apply.

Article 11 Miscellaneous

1. Coding Delta is entitled to amend these General Terms and Conditions from time to time. Changes will be communicated to the Client by e-mail at least one month before the change takes effect.
2. Dutch law applies to the agreement between Coding Delta and the Client, these General Terms and Conditions, and the Processor Agreement below. Disputes arising from the agreement, these General Terms and Conditions, and/or the Processor Agreement below will be submitted exclusively to the competent court in Amsterdam.

Part II: Processor Agreement

Article 12 Processing of personal data

1. In the course of performing tasks, Coding Delta will, in certain cases, process personal data on behalf of the Client. This concerns:
 - For Development Services: personal data of visitors to a website or platform developed by Coding Delta, insofar as Coding Delta has access to it.
 - For SaaS Services: personal data of clients, visitors, or employees of the Client, or other parties that the Client processes within the relevant SaaS Service.
 - For Hosting: personal data of visitors to a website or platform hosted by Coding Delta, including in certain cases the IP address of the visitor, and the personal data that the visitor provides (for example, when filling out an online form or placing an order in a webshop).
 - For Data Analysis: with data from public sources, personal data is generally not processed, and this processor agreement does not apply. If Coding Delta provides Data Analysis services involving data from the Client: personal data of clients, visitors, or employees of the Client, or other parties provided by the Client to Coding Delta.
2. The Client is responsible for the processing of these personal data and is therefore the data controller within the meaning of the General Data Protection Regulation (hereafter: "GDPR"). Coding Delta processes the personal data on behalf of the Client, wherein the Client determines the purpose and means of processing. Coding Delta thus acts as a processor within the meaning of the GDPR. The agreements on the processing of personal data by Coding Delta are laid down in this Processor Agreement.
3. In Part II of these conditions (the Processor Agreement), the following terms are understood as:

Data Subject:	The person to whom the Personal Data relates.
Breach concerning Personal Data:	Any security breach that accidentally or unlawfully leads to the destruction, loss, alteration, or unauthorized disclosure of or unauthorized access to transmitted, stored, or otherwise processed Personal Data as referred to in Article 4 GDPR.
Personal Data:	Any information relating to an identified or identifiable natural person as referred to in Article 4 GDPR.
Controller:	Client.

Processing:

An operation or set of operations concerning Personal Data or a set of Personal Data, whether or not performed by automated means, such as collecting, recording, organizing, structuring, storing, updating or altering, retrieving, consulting, using, providing by means of transmission, dissemination or otherwise making available, aligning or combining, restricting, erasing, or destroying data as referred to in Article 4 GDPR.

Processor:

Coding Delta.

Article 13 Scope of the Processor Agreement

1. The Controller instructs the Processor to process Personal Data on its behalf under the conditions in this Processor Agreement.
2. The Processor processes the Personal Data solely based on this Processor Agreement and the written instructions of the Controller and does not process the Personal Data for other or its own purposes.
3. The Controller is always entitled to give additional written instructions to the Processor.
4. The Processor has no control over the purpose and means for processing Personal Data. The control over the Personal Data never rests with the Processor.

Article 14 Confidentiality

1. The Processor will keep the Personal Data it becomes aware of strictly confidential and under no circumstances share with or provide to third parties unless:
 - a. The Processor has received prior written consent or instruction from the Controller or;
 - b. A legal provision or a court ruling obliges her to provide the data.
2. If, based on a legal provision or court ruling, the Processor is obliged to share or provide Personal Data to third parties, the Processor will inform the Controller in advance, unless this is not allowed based on the mentioned legislation or court ruling.

Article 15 Security Measures

1. Taking into account the state of the art, the implementation costs, and the nature, scope, context, and processing purposes, as well as the varying likelihood and severity of the risks to the rights and freedoms of individuals in accordance with Article 32 of the GDPR, the Processor will take appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The security measures are described in Annex 1 to this Processor Agreement.

Article 16 Provision of Assistance

1. The Processor will:

- a. Taking into account the nature of the processing, assist the Controller, as far as possible, in a data protection impact assessment or prior consultation with the Personal Data Authority.
- b. Provide the Controller with all the information necessary to comply with the legal and contractual obligations incumbent upon it in the context of the processing of Personal Data by the Processor.
- c. Taking into account the nature of the processing through appropriate technical and organizational measures, assist the Controller, as far as possible, in fulfilling its obligation to respond to requests for the exercise of the legal rights of the data subject as set out in Chapter III of the GDPR (including, but not limited to, the right of access, rectification, data erasure or processing restriction, and the right to object).

Article 17 Compliance Monitoring

1. The Processor enables the Controller to check compliance with the Processor Agreement and the security measures mentioned in Article 15 at least once a calendar year, giving reasonable notice of at least 14 days. The costs of this check are borne by the Controller.

Article 18 Personal Data Breach (Data Leak)

1. As soon as possible, but no later than 48 hours after the Processor becomes aware of a Personal Data Breach, the Processor will notify the Controller and will, in any case, provide information on:
 - a. The nature of the Personal Data Breach, where possible indicating categories of data subjects and, approximately, the number of data subjects;
 - b. The established and expected consequences of the Personal Data Breach; and
 - c. The measures the Processor has taken and will take to address the Personal Data Breach, including, where applicable, measures to limit any potential adverse effects.
2. The Processor will take all necessary measures to limit the (potential) adverse effects of the Personal Data Breach and prevent any recurrence and will support the Controller, where necessary, in notifications to data subjects and/or authorities.*

Article 19 Involvement of Sub-processors

1. The Controller gives permission to the Processor to involve third parties in the processing of Personal Data ("Sub-processors"). The Sub-processors of the Controller are listed in Annex 2. The Processor will impose similar responsibilities and duties on Sub-processors as those imposed on the Processor in this Data Processing Agreement. If the Processor involves new Sub-processors, the Processor will notify the Controller and allow him to object.
2. Upon the Controller's first request, the Processor will provide the Controller with a copy of the Sub-processor Agreement concluded with its Sub-processors.

Article 20 Obligations of the Controller

1. The Controller is responsible for determining a legal basis for processing, informing, and - if deemed necessary by the Controller - obtaining consent from the Data Subject for the processing of his or her Personal Data. The Processor is not liable for processing Personal Data on behalf of the Controller without a legal basis and/or for not properly informing or obtaining consent from the Data Subject.

Article 21 Termination

1. Upon termination of the agreement, the Processor will destroy all Personal Data that the Processor has on behalf of the Controller as soon as possible, or - if the Controller requests in writing upon termination of this agreement - return all Personal Data to the Controller.
2. If the Processor must keep certain Personal Data based on a legal retention obligation for a statutory period, the Processor will ensure the destruction of these Personal Data within four (4) weeks after the end of the legal retention period.
3. As long as the Processor has Personal Data on behalf of the Controller, all restrictions mentioned in this Data Processing Agreement remain in force.

Annex 1 Security Measures

Coding Delta uses the following organizational and technical measures. These are divided per Service. For Development Services and Hosting Services (and, if personal data is processed in that context: Data Analysis), Coding Delta will supplement the security measures based on the organizational and technical measures deemed necessary and appropriate by the Client, at Coding Delta's usual rate.

Development Services

- Only Coding Delta employees involved in the performance of the tasks have access to personal data.
- Passwords used to log in to back-end systems are stored encrypted.
- Coding Delta makes as much use as possible of encrypted connections.
- Promote security awareness among current and new employees.
- Conclusion of confidentiality and processing agreements.
- Assess whether the same objectives can be achieved with fewer personal data.
- Grant fewer people in our organization access to personal data.

Hosting Services

The security measures of Development Services, supplemented with:

- Keeping software, such as browsers, virus scanners, operating systems, and servers, up-to-date;

SaaS Services

The security measures of Development Services and Hosting Services, supplemented with:

- Technical management of (as limited as possible) authorizations and maintaining log files;
- Creating backups to ensure timely restoration of the availability and access to personal data;
- (Automatically) deleting outdated data;
- Assigning responsibilities for information security;
- Establishing procedures to periodically test, assess, and evaluate the security measures;
- Regularly checking the log files;
- Establishing a protocol for handling data breaches and security incidents;

Data Analysis

The security measures of Development Services. Additional security measures (if necessary) to be tailored to the nature of the personal data received from the Client.

Annex 2 List of sub-processors

- DigitalOcean LLC, located in New York
- Slack Technologies, LLC located in San Francisco
- Functional Software (Sentry), Inc located in San Francisco
- Auth0 Inc located in Bellevue
- Leeman & Kuiper B.V. (Factuursturen) located in Schalkwijk
- TransIP B.V. located in Leiden
- Google Cloud EMEA Limited (Google Workspace), located in Dublin
- Userback Pty Ltd, located Rochedale
- TYPEFORM SL located in Barcelona
- Stripe Payments Europe, Limited
- Supabase, Inc, located in Delaware
- CloudFlare, Inc, located in San Francisco
- Microsoft Corporation, located in Redmond
- OpenAI, L.L.C., located in San Francisco
- Weaviate B.V., located in Amsterdam
- Pinecone Systems Inc., located in San Francisco
- Hofman Holdings B.V., located in Amsterdam
- OdO Holding B.V., located in Amsterdam