Any2info - Software and Services

Artikel 1 Definitions

1. In these terms and conditions, in addition to the definitions stated above or below, the definitions set out in Appendix 1 to these terms and conditions shall be used.

Artikel 2 Offer and agreement

1. Any2info is the developer and supplier of the software applications (the "**Software**") contained in the Order signed by the Customer.
2. Any2info provides services in connection with or related to the installation, use and maintenance of the Software.
3. The Customer wishes to obtain a licence for the Software and to purchase services (the "**Services**") from Any2info. Any2info is prepared to license the Software and provide the Services to the Customer under the conditions laid down in these conditions and the Order (confirmation)/Order (the "**Agreement"**) signed by the Customer.
4. These conditions apply to all negotiations, offers, work, orders, additional orders and (other) agreements between Any2info and the Customer concerning the Software and/or Services.
5. These terms and conditions apply to the exclusion of any general terms and conditions applied by the Customer or potential Customer.

Artikel 3 Software licence

1. Any2info grants under the terms of this Agreement to its Customers and its Users a -non-exclusive, non-transferable licence to use the Software (the "Software Licence"). The Licence Agreement is also referred to as End User License Agreement (**EULA**).
2. The Software is made available to the Customer by Any2info on a physical carrier or "remotely" via the Internet or other data network.
3. The Software Licence is granted from the moment the Software is made available to the Customer.
4. From the moment that the Software is made available as referred to in article 3.2 of these conditions, damage, loss and/or complete or partial destruction of the Software, from whatever cause, are at the expense and risk of the Customer.
5. During the term of the Agreement, Any2info will make any Upgrades of the Software available to the Customer, if and when agreement has been reached with the Customer on the Licence Fee for the Upgrade. The provisions of the Agreement apply in full to the Upgrade.

Artikel 4 Warranty Software

1. The Software will meet the specifications included in the Order (confirmation)/Order signed by the Customer.

Artikel 5 Software usage

1. The Customer guarantees proper use and supervision of the Software and is obliged to adequately secure the Software and the associated files and data against unauthorised use and misuse.
2. The Customer is only entitled to use the Software within the Customer's company for the Customer's business activities.
3. The Customer is only entitled to use the Software on the hardware configuration approved by Any2info or, if applicable, on the hardware configuration on which Any2info has installed the Software.
4. Customer will not sell, rent, transfer, pledge, sub-license or otherwise make the Software and/or the Software Licence available to third parties without the prior written consent of Any2info. If the Customer (also) uses the Software to exchange data with its contacts and/or present data to its contacts, the Customer is allowed to let its contacts use (parts of) the Software, provided Any2info facilitates this use, for example by providing the necessary usernames and passwords to (relevant contacts of) the Customer.
5. The Customer shall not copy, in whole or in part, the Software provided by Any2info. The Customer is not allowed to decompile, disassemble or reverse engineer the Software, use it for any other purpose than for its own company or to provide the Software to third parties, for example in the context of outsourcing.

6. The Customer must strictly and appropriately follow Any2info's guidelines, recommendations and/or advice regarding the use of the Software and the execution of the Agreement.
7. Any2info will ensure and/or facilitate that the Users (Administrators and Users) are provided with a username and password at the start of the licence period with which the Users can access the Software, whether or not in the browser environment of the Customer. Any2info will also ensure that the Users can download the required applications.
8. If and insofar as applicable, restrictions for the Customer regarding the amount of data to be exchanged with the Software in size (unit GB) and frequency (unit Time) are included in the Order (confirmation)/Order signed by the Customer.
9. The Customer is entitled to use the Software for the (maximum) numbers of Users (Administrators and Users) stated in the Order signed by the Customer.
10. The Customer is obliged to give Any2info access to the Software and/or computer equipment of the Customer at Any2info's first request, to enable Any2info to perform maintenance work (as agreed), repairs and/or checks.

Artikel 6 Services

1. The Customer orders Any2info to provide the Services listed in the Order signed by the Customer.
2. Any2info only has an obligation to perform to the best of its ability when providing the Services. Any2info will do its best to perform the Services with care.
3. The Services explicitly do not include data conversion, data migration and/or supply of hardware by Any2info, unless agreed otherwise in writing.
4. If Any2info makes the Software available to the Customer by using the hosting services of a hosting partner, then the hosting partner's terms and conditions apply in full to the Agreement between Any2info and the Customer.

Artikel 7 Responsibilities Customer

1. The Customer shall, at its own expense, take care of a proper infrastructure that enables Any2info to provide the Services, if necessary and/or desired via the Internet.
2. The Customer shall provide Any2info with such information and documents as are reasonably required to support Any2info in fulfilling its obligations under the Agreement.

Artikel 8 Customer data

1. Any2info does not own any data, information or material ("**Customer Data**") sent by the Customer to the Applications when using the Software. The Customer is solely responsible for the correctness, accuracy, quality, integrity, reliability, suitability and use of Customer Data. The Customer shall use Customer Data in accordance with applicable legislation on the processing of personal data, including the General Data Protection Regulation (AVG).
2. Any2info performs the Services as a processor within the meaning of the General Data Protection Regulation (AVG), with the Customer being regarded as the responsible party within the meaning of the aforementioned law. Any2info processes Customer Data exclusively at the request of the Customer, except for different legal obligations.
3. Any2info will implement appropriate technical and organisational measures to secure Customer Data against loss or any form of unlawful processing and to prevent unnecessary collection and further processing of Customer Data.
4. Any2info is not liable for damages suffered by the Customer or third parties as a result of removal, destruction, damage and/or loss of Customer data, unless intent or wilful recklessness is involved. The Customer indemnifies Any2info against any claims from third parties in connection with the aforementioned damage.

Artikel 9 Remuneration and payment

1. Customer shall pay to Any2info for the Software Licence the (periodic) fee included in the Order (confirmation)/Order signed by Customer (the "**Licence Fee**").

2. The Licence Fee is (partly) based on the Customer's right to use the Software for the modules and (maximum) numbers of Users (Administrator and Users) included in the Order (confirmation)/Order signed by the Customer.
3. The Licence Fee will be adjusted if the numbers of Users actually in use have exceeded the maximum agreed numbers. The actual numbers are based on (in)log data of the entire previous month.
4. Payment of the Licence Fee owed by the Customer to Any2info will take place within 30 days after receiving an invoice from Any2info.
5. The Customer owes Any2info the fee for the Services as stated in the Order (confirmation)/Order signed by the Customer (the "**Service Fee**").
6. Payment of the Service Fee due by the Customer to Any2info will take place within 30 days after receiving an invoice from Any2info.
7. If the Services also include maintenance of the Software and support, Annex 2 of these conditions applies to the Agreement and the Customer owes Any2info a (periodic) fee for this maintenance and support which is part of the periodic Licence Fee.
8. Any2info reserves the right to increase the Licence Fee annually on 1 January on the basis of the change in the monthly price index figure of the CPI (Consumer Price Index Figure series), as published by Statistics Netherlands, with the month of October as the comparison month.
9. All amounts and fees stated in the Assignment (Confirmation)/Order signed by the Client, these terms and conditions and the accompanying appendices are exclusive of VAT and exclusive of travel and accommodation expenses.
10. Complaints with regard to the Software and/or the Services do not suspend the Customer's payment obligations.
11. The Customer is not entitled to set-off with regard to the payment of the Licence Fee and/or Service Fee. The Customer cannot suspend payment of the Licence Fee and/or Service Fee by invoking the possible defectiveness of the Software.
12. Upon termination of the Agreement, the Customer is not entitled to a refund of any fees due or already paid at that time.

Artikel 10 Intellectual property rights

1. Customer acknowledges that all intellectual property rights relating to the Software and the source code of the Software, including any Updates, Upgrades, modifications and/or additions, belong to Any2info and that Any2info has the exclusive right through copyright or otherwise to protect and exploit the Software.
2. If the Software or any part of it infringes on the rights of third parties, Any2info has the right to replace the Software or the part of it or to modify it in such a way that the infringement ends.
3. Any2info is not liable, either towards the Customer or towards third parties, for infringements of intellectual or industrial property rights, nor for infringements caused by using the Software in a way other than intended, by using the Software in a modified form (not by Any2info) and/or by using the Software in conjunction with third party products or software.
4. Any2info and the Customer will immediately inform each other of any infringement by third parties of copyrights and/or other intellectual property rights in respect of the Software, as well as of any claim by third parties due to (alleged) infringement by Any2info and/or the Customer of third party rights as a result of using the Software. Any2info and the Customer will discuss whether action will be taken against such an infringement or claim and how the related costs will be divided.

Artikel 11 Duration and termination

1. The Agreement comes into force as soon as the Software is made available to the Customer.
2. The Agreement shall be entered into for the term stated in the signed Order (confirmation)/Order.
3. If the Agreement is entered into for an indefinite period of time, both Any2info and the Customer are entitled to terminate the Agreement in writing at the end of a calendar year, observing a notice period of at least three (3) months.
4. If the Agreement is entered into for a definite period, it shall be tacitly renewed each time for a period of one (1) year, unless one of the Parties cancels the Agreement in writing with due observance of a notice period of at least three (3)

months before the end of the current period (including the initial period).

5. Without prejudice to Any2info's or Customer's (individually a "**Party**" and collectively "**Parties**") rights under the law, either Party has the right to dissolve the Agreement in writing immediately and without notice:

a) if the other Party applies for or obtains (temporary) suspension of payments;

b) if the other Party files for its own bankruptcy, a third party files for its bankruptcy or the other Party is declared bankrupt;

c) if the other Party is dissolved or its business/organization is discontinued;

d) if the other Party ceases its activities;

e) if the other Party is in a state of liquidation or has been wound up;

f) if the control of the other Party changes, directly or indirectly, in whole or in part;

g) if the other Party fails to fulfil one or more obligations under the Agreement and this situation persists after written notice of default by the other Party in which a period of 14 days is set for fulfilment.

6. Without prejudice to Any2info's rights under the law, Any2info also has the right to terminate the Agreement in writing immediately and without notice if the Customer breaches the provisions of Article 5 of these conditions.

7. In all cases of dissolution or termination of the Agreement, the Customer is obliged to return the Software and all data carriers on which the Software is recorded, as well as all copies thereof, to Any2info immediately, but in any case within two (2) working days after the date of termination or dissolution, and to remove them from all (computer) equipment present at the Customer.

8. After termination or dissolution of the Agreement, the Customer will refrain with immediate effect from any direct or indirect use of the Software, Updates and/or Upgrades.

9. In all cases of dissolution or termination of the Agreement, all amounts owed by the Customer to Any2info are immediately due and payable in full.

10. In case of premature termination of the Agreement, Any2info is not liable to pay any damages to the Customer.

11. Obligations which, by their nature, are intended to continue even after termination of the Agreement, including the obligations under Articles 10, 13 and 14 of these terms and conditions, shall continue in full force and effect after termination of the Agreement.

Artikel 12 Claim

1. In case of defects in or with regard to the Software and/or Services, the Customer needs to make a written claim to Any2info, clearly describing the complaints and/or defects. The Customer needs to inform Any2info in writing of any complaints and/or defects within fourteen (14) days after the Customer has discovered or reasonably should have discovered the defect. If the Customer fails to do this in time, any claim against Any2info expires.

2. If the Customer complains, he/she is obliged to give Any2info the opportunity to inspect the Software (or have it inspected) to establish the possible defect.

3. If the Customer's objections regarding the Software are found to be valid by Any2info, Any2info will either repair or replace the Software free of charge, or repair the defect in a subsequent Update or Upgrade, or take back the Software in return for reimbursement to the Customer of the fees paid for the defective Software, at Any2info's discretion.

Artikel 13 Liability

1. Except for what is stated in article 4 and article 6.2 of these conditions, the Customer has no claim against Any2info because of defects in or related to the Software and/or the Services.

2. Any2info is not liable for any damage whatsoever, direct and/or indirect, including consequential damage, loss of profit, loss of business or stagnation, missed savings, loss of data and any other damage, caused by whatever reason, unless intent or wilful recklessness is involved on the part of Any2info. The Customer indemnifies Any2info against any claims from third parties in connection with the aforementioned damages.

3. Any2info is not liable for damage caused by improper use of the Software or by not adhering to the instructions or regulations given by Any2info, nor for damage caused by (the defective functioning of) equipment, software or other products of the Customer and/or Users and/or third parties, by defective functioning of mains, internet, telecommunication or network facilities or other causes not attributable to Any2info. Activities related to investigating and/or repairing defects caused in this way do not fall under the guarantee referred to in article 4 of these conditions and will be charged to Any2info by the Customer on the basis of the rates applicable at the time by Any2info or the third party hired by Any2info.

Artikel 14 Confidentiality

1. Each of the Parties undertakes to observe strict confidentiality with regard to all items, business data, know-how, documentation and other (business) information of the other Party, including Customer Data, of which it becomes aware in the context of this Agreement (hereinafter: "**Confidential Information**"), irrespective of the manner in which the Confidential Information becomes known.
2. Confidential Information does not include information: (a) which the receiving Party can demonstrate was already in its possession before it obtained it; (b) which is of general public knowledge; (c) which was lawfully obtained by a Party from a third party without breach of the Agreement; or (d) which is required to be disclosed by law.
3. Parties shall not disclose Confidential Information to third parties in any way.
4. Parties shall use Confidential Information exclusively for the purpose of the Agreement.
5. Parties shall impose the same duty of confidentiality as laid down in this Article 14 on their employees who (may) gain access to Confidential Information.

Artikel 15 NLdigital Terms and Conditions

1. In addition to these conditions, the NLdigital Conditions, filed with the District Court in Utrecht and attached as Annex 3 to these conditions, apply to the Agreement and its performance.
2. In the event of a conflict between the provisions of the Order (confirmation)/Order signed by the Customer, these Terms and Conditions and the NLdigital Terms and Conditions, the provisions in the following order of mention prevail:
   a) the Order (confirmation)/Order signed by the Customer;
   b) these conditions;
   c) The NLdigital Terms and Conditions.

Artikel 16 Other provisions

1. The Agreement contains the entire agreement between Any2info and the Customer with regard to its subject matter and supersedes any other agreement between the Parties in this regard.
2. The appendices attached to the Order (confirmation)/Order and/or these terms and conditions signed by the Customer shall form an integral part of the Agreement.
3. If one or more provisions of the Agreement are null and void or voided, this will not affect the validity of the remaining provisions. Parties are obliged to replace null and void or annulled provisions with valid provisions with as much the same purport as possible.
4. Deviations from the Agreement can only be agreed in writing.

Artikel 17 Applicable law, competent court

1. The Agreement and the rights and obligations arising from it shall be governed exclusively by Dutch law.
2. Parties are obliged to submit any disputes related to the Agreement to the competent court in the district of Limburg, location Roermond. Contrary to this, Any2info is authorised to apply to the court in the Client's place of business.

Annexes:

1. Definitions
2. Software Maintenance and Support
3. NLdigital Terms and Conditions
4. Data Pro Statement and Standard Clauses for Processing
5. Disclaimer for the Use of Third-Party AI Tools

Annex 1 Definitions

Any2info: Any2info B. V. , having its registered office in Deurne, the Netherlands, and its principal place of business at Pollartstraat 19, 6041 GC Roermond, the Netherlands.

Application(s): a specific version of the (online) software of Any2info which is accessible via (a) designated Server(s), website or other designated IP address and to which access is obtained under the Agreement.

Collection: a group of one or more (linked) Dataclips and/or Pages for which a User Group and/or individual Users have access and usage rights (read and/or write) and which as a whole form a functional (customized) application-app.

Connection: an authorized and validated access to a (web) server and/or data source.

Customer: the customer who enters into an Agreement with Any2info regarding the Software and/or Services.

Dataclip: a set of data contained in a freely definable table of columns (headers) and rows (occurences) in the extension xml.

Data flow: a series of configurable triggers, import and export connectors, functions and conditions with which data is retrieved and/or written from (external) applications and/or data sources and with which data (result set) is generated for use in an application.

Data hub application: application to access and configure data sources, to convert the selected and/or enriched output of data (resultset) into (conditionally and/or time-controlled) standard messages, and to send these to a (web) server and/or to another data source.

Environment: an area within the Software of which the Customer has exclusive use.

Industrial - IoT Services: software services configured with the Data hub application, with which sensor and/or PLC data can be received, enriched and sent to a (web) server and/or data source.

Location: the physical location where the Customer may install the Software.

Order (confirmation)/Order: the written or electronic document containing the commercial offer of Any2info to the Customer on the basis of which an Agreement is made.

Plug-in: customised links between the Any2info Software and Customer and/or third party applications.

Page: each separate screen with which data can be visualized in a freely configurable format (Dashboards) and/or data can be edited in a freely configurable format (Forms).

Platform application: web application for designing and building a functional customised (mobile) application-app with the main functions being the:

- setting up access and rights management
- designing and configuring app Collections
- setting up services and languages
- receiving and processing data messages
- configuring Dataclips
- configuring Pages (Dashboards and/or Forms)
- configuring Connections and Data flows
- visualizing Collections via apps or browser

Report: a report from a User to Any2info of a problem with the Software or a question about using the Software.

Servers: a number of computers and other hardware managed by Any2info or third parties, on which web server support and database software is installed.

Service Hours: the hours of operation of the Any2info Helpdesk, i.e. Monday to Friday from 08.30 to 17.00 Dutch time.

Update: version of the Software in which (minor) adjustments or improvements have been incorporated.

Upgrade: new version of the Software in which substantial changes have been incorporated.

Users: the natural persons who are authorised to use the Software and to whom user names and passwords have been provided by Any2info.

User type: each individual User of the Customer who has access and use rights to (parts of) the application(s). The following types of users are distinguished:

- Administrator: access and usage rights for all parts of the Applications.
- Platform user: access and usage rights for (parts of) the Data hub application and/or Platform application
- Viewer user: access and usage rights for a (one or more) Collection via apps or browser

Annex 2 Software maintenance and support

1. The Customer will have the Software maintained by Any2info. Maintenance and/or repairs may only be done by Any2info.
2. During the term of the Agreement Any2info will make available to the Customer any Updates to the Software. In this case, the provisions of the Agreement apply in full to the Updates.
3. Any2info will, in case of a Notification, support the Customer in the use of the Software. Any2info will perform the following activities and offer the following services:
   - **Problem support**; Any2info will provide support in solving problems and/or malfunctions concerning the Software and will track down and repair reproducible defects in the (standard form of the) Software to the best of its ability, all this by means of telephone technical support and/or remote support (by medium). The method of support is chosen by Any2info.
   - **Helpdesk**; Any2info will provide advice regarding (the use of) the Software by telephone and/or remote support if requested by the Customer.
4. Any2info will provide support at its own specified Service Hours, excluding public holidays in the Netherlands, and only to designated and qualified contacts of the Customer, in consultation with Any2info.
5. Support activities do not include:
   - Problems, defects and/or malfunctions caused by configuration and design work in the use of the Platform and/or/Data hub application, which also includes defining layouts, report overviews, import definitions and links with third-party software.
   - Troubleshooting or support in relation to (hardware) configurations and/or networks.
   - Troubleshooting or support at the Customer's location.
   - Work related to the investigation and/or repair of defects and/or malfunctions caused by improper use or by failure to comply with the instructions or regulations given by Any2info, as well as those caused by (the defective) work.
   - Functioning of) equipment, software or other products of the Customer and/or third parties, due to malfunctioning of mains, telecommunication or network facilities or other causes not attributable to Any2info, are not covered by support and will be reimbursed by the Customer to Any2info based on Any2info's current rates.
   - Work on the Software in connection with the transition to or changes in software of third parties, in connection with the transition to a new version (Upgrade) of the Software, and in connection with changes in (hardware) configuration and/or network of the Customer, are not covered by support and will be reimbursed by the Customer to Any2info based on Any2info's current rates.
6. The response time, being the maximum number of hours within which support is to be provided, shall be 2 (two) hours. For the calculation of the response time, the hours located outside the working hours referred to under point 4 above shall not be taken into consideration.
7. The Customer will pay Any2info for the work that does not form part of the support, based on Any2info's rates at the time.
8. The Customer must follow the guidelines, recommendations and/or advice of Any2info concerning the use, maintenance and possible repair of the Software and the execution of the Agreement promptly and adequately. The Customer shall only use expert personnel when using the Software.
9. The Customer shall not make any changes or modifications to the Software unless and insofar as these changes or modifications have been made in consultation with Any2info and Any2info has given written permission to make the change or modification.
10. The Customer shall maintain the Any2info approved (hardware) configuration, on which the Software is installed, continuously and in good condition.
11. The Customer shall ensure that only expert contact persons of the Customer designated in consultation shall make use of the telephone support referred to in point 3.
12. The Customer is obliged to give Any2info or third parties designated by Any2info access to the Software and/or its (computer) equipment at Any2info's request, in order to enable Any2info to perform maintenance, repairs and/or checks.
13. The Customer shall ensure that sufficient computer time and skilled personnel are available to carry out the (repair) work recommended by Any2info.
14. The Customer shall ensure that a properly functioning and sufficiently secure data connection to Any2info is possible at all times.

Annex 3 NLdigital Conditions

Added seperate PDF document

Annex 4 Data Pro Statement and Standard Clauses for Processing

Added seperate PDF document

Annex 5 Disclaimer for the Use of Third-Party AI Tools

Added seperate PDF document