This document contains the general terms and conditions of FieldBuddy B.V. These terms and conditions apply, among other things, to the FieldBuddy Pro, FieldBuddy Go, RSM and Link2 solutions offered by FieldBuddy. The Module – General and the Module – Processing of Personal Data apply to all products. In addition, the Module – FieldBuddy Go, RSM and Link2 applies to the services relating to FieldBuddy Go, RSM and Link2, supplementing or deviating from the Module – General. If you have any questions about these general terms and conditions, please contact us.

MODULE - GENERAL

Article 1 Definitions

In these general terms and conditions, the following definitions apply:

Agreement	the agreement between the Contractor and the Customer on the basis of which the Software is delivered, which may consist of, among other things, the Offer, these general terms and conditions and any Service Level Agreement.
AI application(s)	AI systems and AI-driven functionalities made available by the Contractor.
Configuration	the setup applied by or on behalf of the Customer within the Software, including settings, workflows, field definitions, rights and role structures, reports and other customer-specific adjustments.
Confidential Information	All non-public information that is marked as confidential, or that a party indicates is confidential, or that, given its nature or the circumstances of its disclosure, should be treated as confidential.
Consultancy	advisory, implementation, Configuration and/or other professional services provided by the Contractor to the Customer under the Agreement.
Contractor	the private limited company FieldBuddy B.V., registered with the Chamber of Commerce under registration number 27359150.
Customer	the counterparty of the Contractor in an Agreement.
Customer Data	all data stored by the Customer and End Users on the systems used by the Contractor for the Software.
End User	a natural person who uses the Software for the benefit of the Customer.
Intellectual Property Rights	All intellectual or industrial property rights or rights equivalent thereto, whether registered or unregistered, anywhere in the world, that exist at the time the Agreement is entered into or that may arise after the Agreement has been concluded. These may include, but are not limited to: copyrights, neighbouring rights, database rights, patent rights, trade name rights, trademark rights, design rights, rights relating to trade secrets, rights in domain names and rights in one-off performances.
Licence	the right of use to use (certain parts of) the Software.
Module(s)	a module of these general terms and conditions.
Offer	a proposal made by the Contractor to the Customer, such as a quotation or an order form, regarding the possible delivery of Services.
Service Level Agreement	a document in which the parties record specific arrangements about the service level, such as availability, support and maintenance of the Software.
Services	the services provided by the Contractor to the Customer under the Agreement, including the provision of Software and/or Consultancy.
Software	the field service solution offered by the Contractor, delivered as software-as-a-

	service (SaaS), with any associated (mobile) applications.

Article 2 Applicability

2.1 These general terms and conditions apply to every Offer made by the Contractor and to all Agreements resulting from such an Offer, including extensions or amendments to existing Agreements, and to any future Agreements to be entered into between the parties, even if the Contractor fails to declare these general terms and conditions applicable again.

2.2 These general terms and conditions consist of several Modules. A specific Module applies if the Services fall within the scope described in that Module.

2.3 Deviations from and additions to the general terms and conditions are only valid if agreed in writing between the parties.

2.4 Any purchasing or other conditions of the Customer do not apply to the Agreement and are expressly rejected (in advance) by the Contractor.

2.5 The Agreement may consist of various parts and documents, in which case they generally apply supplementary to one another. In the event of any conflict, the part mentioned first below shall always take precedence over the part mentioned later:

1. additional written agreements;

2. an Offer approved by the Customer;

3. a Service Level Agreement (if agreed);

4. these general terms and conditions.

In the event of any conflict between provisions contained in these general terms and conditions, the more specific provision shall prevail.

2.6 If any provision of the Agreement is or becomes null, voidable or otherwise invalid, this shall not affect the validity of the Agreement as a whole. In such a case, the Contractor and the Customer shall establish a new provision in replacement, staying as close as possible to the intent of the original provision.

2.7 Third-party products, services and/or software may form part of the Services. If that is the case, the terms and conditions of the relevant third party additionally apply to (the use of) those products, services and/or software, setting aside any conflicting provisions of these general terms and conditions.

Article 3 Conclusion of an Agreement

3.1 Every Offer made by the Contractor is non-binding and valid for a period of thirty (30) days after its date, unless the Offer states otherwise.

3.2 An Agreement is concluded at the moment the Customer accepts an Offer in the manner indicated by the Contractor. If the Customer accepts an Offer after the validity period has expired, an Agreement is nevertheless concluded if the Contractor still accepts and confirms this acceptance.

3.3 Contrary to article 6:225(2) of the Dutch Civil Code, the Contractor is only bound by an acceptance from the Customer that deviates from the Offer, whether on minor points or otherwise, if the Contractor expressly accepts the deviating acceptance in writing.

3.4 If, after the conclusion of the Agreement, it appears that the Contractor's Offer was based on incorrect or incomplete information provided by the Customer, the Contractor has the right to proportionally adjust the Agreement accordingly, without further consent from the Customer being required.

3.5 If the Customer does not formally accept the Contractor's Offer but gives that impression, for example by allowing the Contractor to begin performing certain parts of the Offer, the Offer shall be deemed accepted. This also applies if the Customer requests the Contractor to perform certain work or provide certain services without waiting for a quotation.

3.6 The application of articles 6:227b(1) and 6:227c of Book 6 of the Dutch Civil Code is excluded.

Article 4 Duration of an Agreement

4.1 An Agreement for ongoing services (a "continuing agreement"), such as one relating to Licences, is entered into for the term specified in the Agreement and shall remain in force at least for the term of the longest-running Licence acquired under the Agreement. The Agreement and the Licences take effect on the date specified in the Agreement, regardless of the moment of actual use or production of the Software. The continuing agreement ends by operation of law at the moment the longest-running Licence has ended.

4.2 An Agreement that relates solely to the provision of a one-off service or assignment that, by its nature, ends upon completion — as may be the case with Consultancy — is entered into until the Agreement has been fully performed. Such an Agreement cannot be terminated (early), unless the parties have agreed otherwise in writing.

4.3 Unless these general terms and conditions provide otherwise, the Agreement, purchased modules or functionalities and the Licences cannot be terminated early. The application of article 7:408(1) of the Dutch Civil Code is excluded.

4.4 The Contractor may terminate, suspend or dissolve the Agreement in writing with immediate effect, without a notice of default being required and without being liable for any resulting damages, if (a) the Customer has filed for bankruptcy or has been declared bankrupt, (b) the Customer has applied

for or been granted suspension of payments, (c) the Customer's activities have been terminated or the Customer's business is being liquidated, or (d) an attachment has been levied on part of the Customer's assets.

4.5 If, at the time of dissolution of the Agreement, the parties have already performed or received performance under it, such performance and the associated payment obligations shall not be subject to reversal, contrary to article 6:271 et seq. of the Dutch Civil Code.

Article 5 Licences and modules

5.1 In order to use the Software, each End User requires a Licence. The Licences acquired are stated in the Agreement. Licences are granted subject to timely and full payment. The parties also agree which additional modules or functionalities, if any, are purchased by the Customer.

5.2 During the term of the Agreement, the parties may agree that the Customer will purchase additional Licences, modules or functionalities. Such additional Licences, modules or functionalities shall then automatically fall under the scope of the Agreement.

5.3 A Licence gives the Customer a non-exclusive and non-transferable right to have the Software used by a specific End User, for the benefit of the Customer and for the agreed defined duration of the Licence. The Customer is not permitted to make use of Licences available to third parties, other than for use for the benefit of the Customer's own organisation.

5.4 Unless otherwise agreed in writing, a Licence takes effect at the moment the Agreement is concluded and applies for the term specified in the Agreement. A Licence, module or functionality purchased additionally during the term applies from the date of order, forms part of the term of the existing Agreement and ends at the same time as the latest-running Licences. A Licence is automatically renewed at the end date for periods of twelve (12) months, unless a party has terminated the Licence in writing with a notice period of three (3) months to the end date of the Licence. The notice period referred to in this paragraph applies solely to full termination of (parts of) the Agreement or a Licence to the end date. Partial reduction of the number of Licences during the term (downsell) is not possible, unless a Module of these general terms and conditions expressly provides otherwise.

5.5 The number of Licences cannot be reduced during the term of the Agreement, unless these general terms and conditions expressly provide otherwise. In particular, for FieldBuddy Pro, reduction of the number of Licences is only possible upon (partial) termination of the Agreement to the end date, observing the notice period referred to in article 5.4. Any amounts already invoiced or paid shall in no case be refunded or credited during the term, unless otherwise agreed in writing.

Article 6 Performance of the Agreement

6.1 Unless otherwise specified elsewhere in the General Terms and Conditions or in the Agreement, the Software is delivered as available (as-is), without any warranty or commitment regarding

performance, availability or fitness for specific purposes. Other Services are delivered by the Contractor on the basis of a best-efforts obligation, unless the Contractor has expressly agreed in writing to a specific result or warranty.

6.2 Any interim (delivery) dates mentioned by the Contractor or agreed between the parties shall always constitute target dates and are therefore indicative. They shall only have the character of a strict deadline if that has been expressly agreed as such in writing.

6.3 The Contractor has the right to engage third parties in the performance of the Agreement.

6.4 The provisions of this paragraph do not apply if and to the extent that a Module of these general terms and conditions provides otherwise in respect of specific Services. The delivery of Services does not include the implementation or Configuration of the Software. The Customer is responsible for the implementation and Configuration and may carry these out itself or have them carried out by a third party. The Contractor does not guarantee the success or timely completion of the implementation or Configuration and is not liable for them.

Article 7 Third-party providers and integrations

7.1 Third-party providers, whether or not known to the Contractor and whether or not listed on (pages of) the Contractor's website, may offer products and services related to the Software, including implementation, customisation and other consultancy services, as well as applications that work together with the Software (for example, through data exchange or additional functionality in the user interface via the API). Third-party providers also include implementation partners, freelancers and other parties engaged by or via the Customer.

7.2 The Contractor makes no representations and gives no warranties regarding third-party providers or their products and/or services, regardless of whether the Contractor has designated them as "certified", "validated" or otherwise.

7.3 Any data exchange or other interaction between the Customer and a third-party provider, as well as any purchase by the Customer of products or services from that third-party provider, takes place solely between the Customer and the relevant third-party provider. The terms and conditions of the relevant third party apply to such third-party products, services and/or software. The Contractor is not responsible or liable for the acts or omissions of such third-party providers.

7.4 From time to time the Contractor may offer additional functionality that does not form part of the agreed Services, against an additional fee, on a resale or OEM basis. The terms of the relevant licensor apply to that use. Those terms are accepted by the Customer in the context of a separate purchase and prevail in the event of conflict with the Agreement and/or these general terms and conditions.

7.5 Any third-party costs, including but not limited to licence fees, API costs or other charges arising from the use of integrations, shall be borne by the Customer and may be invoiced separately.

7.6 Disruptions, shortcomings or failure of third-party providers' products or services to function (properly) do not entitle the Customer to suspend or reduce its payment obligations to the Contractor, unless and to the extent that the shortcoming is directly attributable to the Contractor.

7.7 The Salesforce Pass-Through Terms, as published at https://www.salesforce.com/en-us/wp-content/uploads/sites/4/documents/legal/Agreements/alliance-agreements-and-terms/OEM-Pass-Through-Terms.pdf, additionally apply to the use of the Services. The Customer accepts these terms and shall comply with them. Salesforce.com EMEA Limited ("Salesforce") is a third-party beneficiary of this paragraph and may directly enforce the rights and obligations arising from the Salesforce Pass-Through Terms against the Customer.

Article 8 Accounts

8.1 In order to use the Software, End Users require their own account. The Contractor shall create the agreed number of accounts or enable the Customer to create them. A sufficiently strong password must be used for each account. The Customer must immediately change any default password provided by the Contractor.

8.2 The Customer is itself responsible for end-user management, granting or withdrawing rights, and creating or deleting accounts.

8.3 Accounts are personal and may not be shared with third parties. The Customer is responsible for keeping account login credentials strictly confidential.

8.4 All actions performed from the Customer's accounts are at the Customer's expense and risk. The Customer warrants that the use conditions and restrictions arising from the Agreement are complied with by its End Users.

8.5 The Contractor is not responsible for account misuse and may assume that the person logging in to an account is indeed an End User authorised by the Customer. The Contractor may rely on the assumption that all actions performed from an account are carried out under the Customer's direction, supervision and with its approval.

8.6 If account login credentials are (suspected to have been) lost or leaked, the Customer shall take all measures that are desirable and possible to prevent misuse of the account, such as changing the password. In any event, the Customer shall immediately notify the Contractor of this, so that any additional measures may be taken.

8.7 The Contractor may implement additional functionality to protect Accounts against unauthorised use (for example, via 2FA or passkeys). The Customer is responsible for enabling and configuring this functionality if desired.

Article 9 Integrations

9.1 Where the possibility is offered to establish integrations between the Software and third-party services and/or software, the following applies unless otherwise agreed in writing: (a) the Customer is responsible for the realisation, implementation and integration of the integration and these activities

are not included in the Agreement; (b) the use of an integration may result in certain data being provided to and/or exchanged with such third-party services and/or software; and (c) the Customer is responsible for verifying that the integration does not exchange or provide more data than necessary.

9.2 The Contractor shall use reasonable efforts to continue to support integrations as referred to in the previous paragraph that were possible at the time the Agreement was entered into or introduced during its term, but is dependent on the relevant third parties for the operation of the integration. This also means that the Contractor cannot guarantee continuous operation, though the Contractor will of course strive to keep the integration functioning. If, on the Contractor's initiative, an integration is phased out or materially limited, the Contractor shall endeavour to notify the Customer in a timely manner.

9.3 If the Contractor, at the Customer's request, for example as part of Consultancy, establishes, implements or configures integrations between the Software and third-party services and/or software, the following applies:

a. the Customer is and remains responsible for obtaining and maintaining all necessary permissions, licences, API keys and other requirements of the relevant third parties that are necessary for the establishment and use of the integration;

b. the Customer shall timely provide the Contractor with all information, documentation, login credentials and access rights necessary for the realisation of the integration;

c. any third-party costs, including licence fees, API costs or other charges arising from the use of the integration, shall be borne by the Customer.

9.4 The provisions of article 9.2 apply mutatis mutandis to integrations established by the Contractor as referred to in the previous paragraph.

9.5 If changes in third-party services and/or software result in an integration established by the Contractor no longer functioning or requiring adjustment, the Contractor is entitled to invoice the work for repair or adjustment separately at the rates then applicable.

Article 10 Use limits

10.1 The Contractor is entitled to set a limit on the amount of data traffic, storage, API calls, records, code volume and other technical or contractual restrictions and other forms of use of the Software that the Customer is permitted or actually able to use. If the parties have not made specific arrangements about this, a fair use limit applies. These use limits apply to all aspects of the Software, including any integrations with third-party software and services that may or may not be a standard part of the Software. The applicable use limits are also determined by the restrictions imposed by the Contractor's suppliers (such as cloud platforms, mapping services, optimisation services and underlying platform providers), and may change from time to time. The Contractor shall endeavour to inform the Customer in a timely manner of material changes. Please note: the Contractor is not responsible for the continuous provision and operation of third-party software and services with which the Software is integrated, but may impose conditions on the use of integrations therewith.

10.2 If a fair use restriction applies, this means that the Customer may use the aspects of the Software in a manner that reasonably corresponds to the average use of other customers in a comparable situation. The Contractor is entitled to determine whether, and to what extent, the Customer exceeds the fair use arrangements and shall do so in a reasonable manner, taking into account the restrictions imposed by the Contractor's suppliers. A Module of these general terms and conditions may contain a different fair use standard for specific aspects of use (such as storage capacity).

10.3 If the Customer consumes more than is permitted under the Agreement, the Contractor has the right to (i) restrict the use possibilities of the relevant aspect of the Software, and (ii) subsequently charge a reasonable additional amount at the Contractor's customary rates, taking into account the nature and extent of the excess.

10.4 The Contractor is not liable if the Software (or integrations with third-party software or services) is not accessible or does not function properly if the applicable use limits are exceeded.

Article 11 Rules of use

11.1 The Customer is not permitted to use or deploy the Software in violation of applicable laws or regulations or the Agreement.

11.2 The Customer is not permitted to offer or distribute via the Software materials that are unlawful in nature, infringe third-party rights such as Intellectual Property Rights, contain hyperlinks, torrents or other references to (sources of) materials that infringe third parties' Intellectual Property Rights, or that are defamatory, offensive, discriminatory or hate-inciting, that constitute a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without consent or necessity.

11.3 The Customer shall refrain from hindering other customers of the Contractor, including other users of the Software, or other internet users in general, or from causing damage to the systems or networks of (the suppliers of) the Contractor. If, in the Contractor's opinion, actions of the Customer cause hindrance, damage or other danger to the functioning of the systems or networks of the Contractor or its suppliers, in particular as a result of excessive data transmission, (distributed) denial-of-service attacks, poorly secured systems or the activities of viruses, Trojans or comparable software, the Contractor is entitled to take all measures it reasonably considers necessary to avert or prevent this danger.

11.4 If a third party notifies the Contractor that, via the systems that form part of the Software provided, materials or other information are being stored or distributed by or on behalf of the Customer that in the opinion of that third party infringe that third party's rights or are otherwise unlawful, the Contractor shall inform the Customer of the relevant notice. The Customer shall then, as soon as possible but no later than within forty-eight (48) hours, provide a reasoned written response refuting the notice or complaint, after which the Contractor shall decide independently what measures to take. Measures may include, among other things, permanently removing, or restricting access to, the materials or information to which the complaint relates. In cases which, in the Contractor's opinion, are urgent, the Contractor may intervene immediately without prior notice to

the Customer. However, the Contractor shall then still endeavour to inform the Customer as soon as possible afterwards about the measures taken and the reasons for them.

11.5 The Contractor is entitled to provide the name, address and other identifying details of the Customer and/or End Users to a third party who complains that the Customer and/or an End User is infringing that third party's rights, provided that the applicable statutory and/or case-law requirements have been met.

Article 12 Availability, maintenance and support

12.1 The provisions of this article apply unless and to the extent that the parties have expressly made different arrangements in a Service Level Agreement.

12.2 The Contractor reserves the right to temporarily take the Software out of service for maintenance and to implement adjustments. The Contractor shall use reasonable efforts to have such downtime take place at times when the Software is generally used least. The Contractor cannot be held liable for any compensation on account of downtime for maintenance.

12.3 The Contractor has the right to modify the Software from time to time, including in order to improve functionality and to correct errors, or to discontinue offering aspects of it. As the Software is supplied to multiple customers, it is not possible to refrain from a particular modification for the Customer only. The foregoing may also mean that the Customer must install new versions of any installation software provided.

12.4 The Contractor shall endeavour to provide the Customer with a basic level of support remotely via a general helpdesk, including answering questions about the general operation of the Software and processing incident reports. This support is then provided via communication channels selected by the Contractor, which may change from time to time. Specific commitments on topics such as response times, prioritisation and additional service channels are only provided insofar as agreed in writing in a Service Level Agreement or support subscription.

Article 13 New functionalities

13.1 The Contractor is entitled to add new functionalities to the Software, including but not limited to AI applications, integrations, reporting modules or other additional services. The mere availability of a new functionality does not oblige the Customer to use it and does not in itself result in costs.

13.2 The Contractor may offer functionalities the use of which is charged on a consumption basis. As a unit of measurement, the Contractor may use, among other things: tokens, prompts, processed requests, processed data volumes, stored records or comparable units. The applicable unit of measurement, rates and method of measurement are recorded in the Offer or via an online rate overview designated by the Contractor. Consumption fees are invoiced monthly in arrears in accordance with article 15.1(b). Rate changes take place in accordance with article 14.

13.3 The measurement data recorded by the Contractor (including usage statistics, consumption counters and processing logs) constitute conclusive evidence of the Customer's actual

consumption, subject to counter-evidence by the Customer. The Contractor shall provide the Customer with reasonable inspection or reporting options with which the Customer can monitor its own consumption.

13.4 Insofar as the use of a new functionality is charged on a consumption basis or otherwise results in additional costs for the Customer, the Contractor shall inform the Customer in writing at least thirty (30) days before the effective date, stating the unit of measurement, rates and method of measurement. The Customer may disable or restrict the use of the relevant functionality via the settings available for that purpose within the Software.

Article 14 Fees

14.1 All prices mentioned by the Contractor are in euros and exclusive of turnover tax and other government-imposed levies. All prices mentioned are subject to programming and typing errors.

14.2 With regard to agreed (periodic) fees, the Contractor is entitled to change the applicable fees once per year, subject to written notice to the Customer at least three (3) months before the effective date. If the Customer does not agree with the change, the Customer has the right to terminate the Agreement in writing effective the date on which the price change takes effect, subject to a notice period of one (1) month. A price reduction may be implemented by the Contractor at any time without the Customer having the right to terminate the Agreement.

14.3 By way of derogation from article 14.2, during the initial term of a multi-year Agreement, price changes shall only take place by way of indexation in accordance with article 14.4. Price changes on the basis of article 14.2 can only take place in the case of multi-year Agreements at the end of the initial term or at the end of a renewal period.

14.4 Without prejudice to the foregoing, the Contractor is entitled to:

14.4.1 index the agreed fees once per year by a percentage no higher than the CBS Consumer Price Index (series: All Households), based, at the Contractor's discretion, on the annual average or a specific month of the preceding calendar year, unless otherwise stated in the Offer; and

14.4.2 make reasonable interim changes if the rates of its suppliers of, for example, electricity, data centre, software and (public) cloud solutions give reason to do so.

14.5 In the event of a change on the basis of article 14.4, the Contractor shall send the Customer a written notice at least one (1) month before the change takes effect. A change on the basis of article 14.4 does not give the Customer the right to terminate the Agreement.

14.6 In the event of automatic renewal of the Agreement, the Contractor is entitled to adjust the prices for the renewal period, provided that the Customer has been notified in writing at least three (3) months before the renewal date. If the Customer does not agree with the adjustment, the Customer may terminate the Agreement to the renewal date, observing article 5.4.

Article 15 Invoicing and payment

15.1 The Offer, or another part of the Agreement, specifies when the Contractor will invoice the applicable fees to the Customer. If no specific alternative arrangements have been made, the following applies:

a. the Contractor is entitled to invoice applicable fees in advance each time, as from the date the Agreement is concluded;

b. fees calculated on the basis of consumption or subsequent calculation are invoiced monthly in arrears.

15.2 If the Customer purchases additional Licences, functionalities or modules during the term of the Agreement, the additional costs shall be invoiced in advance as from the moment of the order, pro rata to the remaining term of the current contract year.

15.3 The Contractor shall send the Customer an (electronic) (collective) invoice for the agreed fees to the (e-mail) address of the Customer known to the Contractor.

15.4 The Contractor may require the Customer to provide a SEPA mandate for periodic direct debit of the agreed fees.

15.5 The payment term is thirty (30) days after the invoice date, unless the parties have agreed a different payment term in writing or a longer payment term is stated on the relevant invoice.

15.6 If the Customer objects to the amount of an invoice, this does not suspend its payment obligation but the parties shall enter into consultation to reach an amicable solution.

15.7 If payment is not made, the Customer is automatically in default as from the invoice due date, without a prior notice of default being required. The Contractor is then entitled to invoice the Customer for the full amount due, including the statutory commercial interest calculated on the amount due from the due date, or, if higher, two per cent interest per month on the outstanding amount.

15.8 Without prejudice to the foregoing, all costs associated with collecting outstanding receivables — both judicial and extrajudicial costs (including all reasonable costs of lawyers, bailiffs and collection agencies engaged for this purpose) — shall be borne by the Customer. The extrajudicial costs amount to at least fifteen per cent of the amount due, with a minimum of two hundred euros.

15.9 The Customer is not entitled to set off any payment obligation resting on the Customer against any claim on the Contractor on any basis whatsoever.

15.10 The Contractor has the right to suspend or terminate the Agreement in whole or in part without being liable for any adverse consequences, if the Customer has not paid an invoice in full within the payment term, or if full payment fails to occur after a voluntary reminder by the Contractor. Any periodic fees shall remain due during the suspension.

Article 16 Intellectual Property Rights

16.1 All Intellectual Property Rights relating to the Software and to anything made available to the Customer by the Contractor in connection with the Services shall vest exclusively in the Contractor or its suppliers. The Customer only acquires the rights and powers thereto that are expressly granted to the Customer in the Agreement or otherwise in writing by the Contractor.

16.2 The Customer warrants that it holds all necessary rights and permissions for the use of all information, including Customer Data, and materials that it provides to the Contractor for the performance of the Agreement, or that it stores or distributes using the Software. The Customer indemnifies the Contractor against any third-party claims in connection therewith.

16.3 The Contractor is permitted, during and after the term of the Agreement, to describe the collaboration with the Customer for promotional purposes in materials and channels used by the Contractor (such as its website), whereby the Customer's trade name, image and word marks may be used by way of illustration. If the Customer objects to the manner in which the Contractor has made use of the aforementioned right, the Customer may notify the Contractor of this in writing and the Contractor shall reasonably consider the objection.

Article 17 Confidentiality

17.1 The parties shall treat Confidential Information they receive from the other party before or during the performance of this Agreement confidentially for the term of the Agreement.

17.2 This article does not apply to information that (a) is or becomes generally accessible to the public through causes other than disclosure by the receiving party in violation of this Agreement; (b) was already in the possession of the receiving party before it was disclosed by or on behalf of the disclosing party; (c) is made available to the receiving party on a non-confidential basis by a source other than the disclosing party, which source is not bound to keep that information confidential; or (d) was created by the receiving party itself before it was provided by the disclosing party to the receiving party.

17.3 If a receiving party is legally required to disclose Confidential Information to third parties, it shall inform the other party thereof in writing without delay, so that the other party may request conservatory attachment or another appropriate legal remedy and/or waive reliance on compliance with these confidentiality provisions.

Article 18 Liability

18.1 The liability of the Contractor for attributable failure in the performance of the Agreement, tort or on any other basis is limited to what is provided in this article.

18.2 The Contractor's liability for indirect damage is expressly excluded. Indirect damage is understood by the parties in this context to include: lost turnover or profits, missed savings, and damage due to business interruption.

18.3 The Contractor's total liability towards the Customer per event (with a series of connected events counting as one event) is limited to a maximum of the amount of the fee stipulated for the performance of the Agreement and paid by the Customer (excluding VAT) over a period of twelve (12) months preceding the event that caused the damage. In no event, however, shall the Contractor's total liability, on whatever legal basis, exceed the amount actually paid out under the Contractor's liability insurance in the relevant case, increased by the amount of the deductible for which the Contractor is responsible in the relevant case on the basis of that insurance. This limitation of liability also expressly applies to any warranties or indemnity obligations provided by the Contractor.

18.4 The Contractor's liability for attributable failure in the performance of the Agreement arises only if the Customer promptly, and in any event within fourteen (14) days after discovery, gives the Contractor written notice of default, setting a reasonable term to cure the shortcoming, and the Contractor continues to attributably fail in the performance of its obligations after that term as well. The notice of default shall contain as detailed a description of the shortcoming as possible, so that the Contractor is able to respond adequately.

18.5 Any limitation of liability included in the Agreement shall lapse if and to the extent that the damage is the result of intent or wilful recklessness on the part of the Contractor's management.

Article 19 Force majeure

19.1 Neither party is obliged to perform any obligation if it is prevented from doing so as a result of force majeure. The parties are also not liable for any damage of the other party if and to the extent that such damage is the result of force majeure.

19.2 Force majeure on the Contractor's side includes in any event: power failures, internet outages, disruptions in the telecommunications infrastructure, network attacks (including (d)dos attacks), attributable failures of the Contractor's suppliers, attacks by malware or other malicious software, domestic unrest, mobilisation, war, terrorism, strikes, import and export restrictions, supply stagnation, fire and floods.

19.3 If a situation of force majeure has lasted longer than ninety (90) days, both parties acquire the right to dissolve the Agreement in writing.

Article 20 Customer Data and back-ups

20.1 All Intellectual Property Rights vested in the Customer Data and materials provided by the Customer to the Contractor shall vest in the Customer or its suppliers. The Customer grants the Contractor a free, non-exclusive right of use to use this Customer Data and materials during the term of the Agreement, both for the provision and improvement of the Software.

20.2 The Contractor does not make backup copies (back-ups) of Customer Data or Configuration for the benefit of the Customer, unless back-up services have been purchased by the Customer as a separate service. The additional terms and conditions for such back-up services apply. The Customer is itself responsible for making back-ups of all Customer Data and Configuration that are

important to it, via the functionalities available within the FieldBuddy solution (such as data export, export of reports) or via third-party solutions. Without prejudice to article 21, the Contractor is entitled to delete Customer Data and Configuration immediately upon termination of the Agreement.

Article 21 Data Act

21.1 The provisions of this article apply if and to the extent that the Agreement relates to data processing services as defined in Regulation (EU) 2023/2854 ("Data Act"). The Contractor's obligations under this article apply only insofar as these obligations are required under the Data Act.

21.2 The Customer may at any time request in writing, via the creation of a ticket at help.fieldbuddy.com, to (a) switch to another provider or to its own/on-premises environment, or (b) delete its Customer Data. The request shall specify the Service concerned and, in the case of a switch, the relevant (contact) details of the new provider and the intended service.

21.3 After receipt of a complete request as referred to in the previous paragraph, a notification period of two (2) months begins, unless a shorter term has been agreed in writing. For Agreements with a fixed term of two (2) months or shorter, the notification period equals that term. If the Agreement ends by operation of law on a fixed end date, the request must be submitted in such a timely manner that the notification period expires no later than that end date. Failing that, the Agreement ends on the agreed end date and this article does not apply to it. The Customer is entitled to change the choice made in the request once in writing during the notification period; the previous request lapses in that case.

21.4 In the case of a request to delete Customer Data as referred to in paragraph 2 of this article, the Contractor shall delete the Customer Data concerned as soon as possible after the end of the notification period, unless otherwise agreed. This obligation does not apply insofar as (i) this is contrary to statutory retention obligations that apply to the Contractor, or (ii) the Contractor is entitled to retain and use (parts of) the Customer Data, for example where the Contractor has a right of use to it on the basis of the Agreement.

21.5 In the case of a switch request, a transition period of thirty (30) calendar days commences after the end of the notification period. The Contractor shall, without undue delay, take steps to enable the transfer of the exportable Customer Data, ensure the continuity of the Services, maintain an appropriate level of security, provide clear information about known risks to the continuity of the Services, support the Customer in its exit strategy in the context of the Services, and provide reasonable assistance to the Customer and third parties authorised by it. The Customer shall timely provide all required information and perform the actions necessary for the Contractor to fulfil its obligations or that are necessary to complete the switch. From the transition period onwards, the Agreement shall remain in force, including any resulting payment obligations for the Customer, and the Agreement shall thus — insofar as relevant — be automatically extended up to and including the moment the retrieval period for the Customer Data ends, as referred to in article 21.9.

21.6 The Customer may unilaterally extend the transition period once by a reasonable period, with prior written notification of the intended end date.

21.7 If the form of switch chosen by the Customer is not technically feasible within thirty (30) calendar days, the Contractor is entitled to extend the transition period for reasons stated to a maximum of seven (7) months, counted from the start of the transition period as referred to in paragraph 4. The Contractor shall inform the Customer of this in writing as soon as possible and in any event within fourteen (14) working days after receipt of the request.

21.8 After the end of the transition period, a retrieval period of thirty (30) calendar days commences during which the Customer may continue to export the Customer Data referred to in this article in the agreed manner and format. Other exit support lapses at the start of this period, unless the parties expressly agree otherwise. The Contractor shall delete the relevant Customer Data as soon as possible after the end of the applicable period, without prejudice to statutory retention obligations or other rights of use, but no earlier than after the switch has been successfully completed.

21.9 The Agreement for the relevant Services ends by operation of law as soon as the switch process has been successfully completed, or, in the case of a deletion request, at the end of the applicable period in which the deletion takes place. Until that moment the Agreement, including payment obligations, remains unimpaired. Rights of suspension and dissolution under the Agreement remain applicable during the periods referred to in this article insofar as legally permitted.

21.10 The Customer Data that can be transferred, the categories of Customer Data that are excluded from transfer, the format to be used, the transfer methods, the terms and the information on the jurisdiction and international access/transfer are specified in the Offer, which forms an integral part of the Agreement. The Contractor also makes this information available on its website and keeps it up to date, including an online register of data structures, data formats and relevant standards or open interoperability specifications, as well as the information referred to in article 28 of the Data Act on jurisdiction and measures regarding international access and transfer.

21.11 If the Agreement ends earlier under this article than it could have ended by termination by the Customer without this article, the Customer shall immediately owe the Contractor an early termination fee. The early termination fee consists of: a) all outstanding fees for all (data processing) services delivered before the effective date of termination, and b) all unpaid fees covering the remainder of the term of the Agreement, as if the Agreement had not been terminated.

Article 22 Artificial Intelligence (AI)

22.1 Concepts in this article that are defined in Regulation (EU) 2024/1689 (the "AI Regulation") shall always be interpreted in accordance with the AI Regulation, unless expressly stated otherwise.

22.2 The Customer may use AI applications only in accordance with the user instructions provided by the Contractor and only for the purpose for which the AI application has been made available by the Contractor.

22.3 If the Customer uses the AI applications in violation of the user instructions, with the result that the AI application can be regarded as a 'high risk' system as referred to in article 6 of the AI Regulation, this shall be at the Customer's expense and risk. The Customer indemnifies the Contractor against any third-party claims (including supervisory authorities) that are directly or indirectly related to non-compliance with the requirements applicable to high-risk AI applications as a result of the Customer's use of the AI application in violation of the user instructions.

22.4 The Customer acknowledges that the functioning of an AI application is subject to continuous change as a result of the self-learning capacity of the AI application. The operation of the AI application also depends on the context and the specific input ('prompts') given by the Customer (and its employees). The Contractor cannot guarantee that the results of an AI application are accurate and consistent. The Customer must verify these results itself and is itself responsible for ensuring adequate human oversight. The Customer is also itself responsible for training its employees in the responsible use of an AI application before making it available to them.

22.5 The Customer shall inform the Contractor without delay if, in its opinion, (i) the AI application supplied qualifies as a 'product presenting a risk' as referred to in article 79 of the AI Regulation, or (ii) in its opinion a 'serious incident' as referred to in article 3(49) of the AI Regulation has occurred.

Article 23 Changes

23.1 If the Customer wishes to change the Agreement, the Customer may submit a request to the Contractor to that effect. Such changes only apply if expressly accepted in writing by the Contractor.

23.2 The Contractor reserves the right to unilaterally change or supplement the Agreement, including the general terms and conditions, also in respect of existing Agreements. In the event of a change, the Contractor shall inform the Customer thereof in writing. Changes shall not take effect earlier than thirty (30) days after notification. If the proposed change demonstrably materially adversely affects the Customer's position, the Customer acquires the right to terminate the Agreement in writing, provided that the notice thereof is received by the Contractor no later than fourteen (14) days before the date on which the change takes effect. Changes of minor importance, changes based on the law and changes to the Customer's advantage may be implemented at any time with immediate effect, without the Customer having the right to terminate the Agreement.

Article 24 Other provisions

24.1 The Agreement is governed by Dutch law.

24.2 Unless otherwise required by mandatory rules of law, all disputes arising from or in connection with this Agreement shall be submitted to the competent court of the district in which the Contractor is established, with the proviso that the Contractor is entitled to also submit a dispute to a court that has jurisdiction on other grounds.

24.3 The parties may only transfer the rights and obligations arising from the Agreement to a third party with the written consent of the other party. By way of derogation from this, the Contractor has the right to transfer the Agreement without the prior consent or cooperation of the Customer to a parent, sister or subsidiary company or to a third party in the case of a merger, acquisition or divestiture of business activities. The Contractor shall inform the Customer if such a transfer has taken place.

24.4 Any change of name, place of residence or registered office, respectively invoicing address or legal form must be notified in writing by the Customer to the Contractor as soon as possible.

24.5 Versions of communications received or stored by the Contractor, as well as any log files kept by the Contractor or measurements performed by it in relation to the Software, constitute conclusive evidence, subject to counter-evidence to be provided by the Customer.

MODULE – FIELDBUDDY GO, RSM AND LINK2

Article 25 Applicability

25.1 This Module applies insofar as the Agreement relates to the FieldBuddy Go, RSM or Link2 service.

25.2 In the event of any conflict between the provisions of this Module and the other provisions of these general terms and conditions, the provisions of this Module shall prevail.

Article 26 Licences

26.1 By way of derogation from article 5.5, the Customer has the right to reduce the number of Licences for the term of the Agreement to at least seventy per cent (70%) of the highest number of Licences purchased at any moment during the Agreement. The Customer may submit a written request for reduction to the Contractor, which reduction may be implemented no more than once per contract year. A reduction only takes effect from the contract year following the contract year in which the request was made by the Customer. Amounts already invoiced or paid shall not be refunded or credited during the term, unless otherwise agreed in writing.

Article 27 Implementation

27.1 By way of derogation from article 6.4, for FieldBuddy Go, RSM and Link2 the Contractor may take care of the implementation and/or Configuration of the Software, if and insofar as this is expressly recorded in writing in the Offer or the Agreement. If the parties have not agreed on implementation by the Contractor, the Customer shall carry out the implementation and/or Configuration itself or have it carried out by a third party. If the parties agree that the Contractor takes care of the implementation and/or Configuration of the Software, the Module – Consultancy and Training applies to that work.

Article 28 Fair use storage

28.1 By way of derogation from article 10.2, for FieldBuddy Go, RSM and Link2, storage capacity is provided on a fair use basis, with an overshoot occurring if the Customer's use exceeds by more than twenty per cent (20%) the average use within the Contractor's customer portfolio for the relevant solution. In the event of an overshoot, the Contractor is entitled, after prior consultation with the Customer, to charge a reasonable additional fee at the applicable rates of the Contractor. The provisions of articles 10.3 and 10.4 apply accordingly.

Article 29 Duration of the Agreement

29.1 The Agreement for FieldBuddy Go is entered into for a term of thirty-six (36) months, commencing on the date of signing of the Agreement, unless a different term has been agreed in the Offer. The duration of the Agreement for RSM or Link2 is governed by the provisions of the Module – General.

Article 30 Invoicing and payment

30.1 By way of derogation from article 15.1(a), the subscription costs for FieldBuddy Go, RSM and Link2 are invoiced in full in advance for the current contract year as from the date of signing of the Agreement, and for subsequent contract years prior to the relevant contract year, unless otherwise agreed in writing. The obligation to pay the subscription costs is independent of the progress of implementation, Configuration or actual use of the Software.

30.2 The Offer specifies which work qualifies as one-off project and implementation costs and which work qualifies as separate Consultancy. One-off project and implementation costs for FieldBuddy Go, RSM and Link2 are invoiced in full (100%) upon signing of the Agreement or the assignment respectively, unless otherwise agreed in writing. Fees for prepaid hour bundles and training are invoiced in full in advance.

30.3 By way of derogation from article 15.1, other Consultancy fees are invoiced 50% in advance at the start of the work, and the remaining part monthly in arrears on the basis of the hours actually worked (subsequent calculation), unless otherwise agreed in writing.

MODULE – CONSULTANCY AND TRAINING

Article 31 Applicability

31.1 This Module applies solely insofar as the Agreement relates to Consultancy and/or training. In the event of any conflict between the provisions of this Module and the other provisions of these general terms and conditions, the provisions of this Module shall prevail.

31.2 "Deliverable" in this Module means: the (customised) product agreed between the parties, for example software, Configurations, integrations, scripts, documentation, integration and/or reports.

Article 32 Development of Deliverables and implementation

32.1 The parties record the functional and/or technical specifications of the Deliverable to be developed and/or the (parts of the) Software to be implemented in writing (whether or not in the Contractor's Offer) (which description is hereinafter referred to as the "Statement of Work"). In the Statement of Work, the Parties also record how they cooperate during development and/or implementation, including scope, milestones and (if applicable) go-live moments. If the parties consider it desirable, the method to be used (e.g. agile or waterfall) may also be recorded.

32.2 After the conclusion of the Agreement, the Contractor shall, if agreed, carry out the development and/or implementation as soon as reasonably possible on the basis of a best-efforts obligation. The Contractor develops the Deliverable and/or configures and implements the Software with due care on the basis of the agreed specifications and the data and source materials to be provided by the Customer. The Contractor shall endeavour to carry out the Statement of Work, deliver a version of the Deliverable and/or complete the implementation that meets the Statement of Work, within the terms mentioned therein. Unless expressly stated otherwise in the Statement of Work or agreed otherwise in writing, the Contractor does not guarantee that certain specifications or functionalities

are included in the Deliverable or become available via the implementation, nor that the Deliverable or the implementation meets specific (certification) standards.

32.3 The Contractor is independent in the performance of the development and/or implementation work under the Agreement. The Customer may give instructions as referred to in article 7:402 of the Dutch Civil Code, having due regard for the Contractor's professional independence.

32.4 The Contractor keeps the Customer informed of the progress of the development and/or implementation and thereby indicates whether delivery and/or go-live is to be expected within the terms stated in the Statement of Work.

32.5 In the development and/or implementation, the Contractor is entitled to use software and components of third parties (e.g. integrations, plug-ins or APIs), including open-source software, provided that the applicable licences and the manner of development/integration do not entail that the Deliverable or the implementation result must be distributed to the Customer under the same (open-source) licence. The Customer is responsible for compliance with applicable third-party licences when using the Deliverable and/or the (implemented) Software and integrations.

Article 33 Intellectual Property Rights

33.1 The Contractor warrants that it is authorised to enter into the Agreement for the development and delivery of Deliverables and that it holds the necessary rights, including Intellectual Property Rights, for this purpose.

33.2 The Contractor declares that, at the time the Agreement is concluded, it is not aware of any third-party claims regarding infringement of Intellectual Property Rights or other rights of such third parties in relation to the Deliverable(s). The Contractor shall indemnify and hold the Customer harmless against third-party claims in this respect, insofar as such claims are the result of what has been delivered by the Contractor and not of materials, specifications or use provided by or on behalf of the Customer that is in violation of the Agreement.

Article 34 Acceptance

34.1 In this article, "Result" means: the Deliverable and/or the (interim) result of the implementation of the Software as described in the Statement of Work. This article applies solely if an acceptance test has been expressly agreed. If no acceptance test has been agreed, the Customer accepts the Result in the state in which it is delivered ("as is" and "as available"), including visible and invisible errors and imperfections.

34.2 Unless the Statement of Work provides otherwise, the Customer assesses the delivered Result within fourteen (14) days after delivery on the basis of the acceptance criteria recorded in the Statement of Work and accepts or rejects it. If the Customer does not reject the Result within this period, it shall be deemed accepted and in accordance with the Statement of Work.

34.3 Acceptance is deemed to have taken place if the Customer: (a) approves the Result in writing; (b) uses the Result for production or operational purposes, including go-live and/or the transition to a

production environment; or (c) does not reject the Result within the period referred to in the previous paragraph.

34.4 If delivery is made in phases or iterations (for example per module, integration, Configuration or migration step), the Customer shall, after the completion of each phase, give acceptance or rejection of the relevant part in the manner set out in this article. Rejection in a later phase cannot be based on aspects that were approved in an earlier phase.

34.5 If the Customer rejects the Result in whole or in part, the Contractor shall endeavour to remedy the reason for rejection as soon as possible. This may be done by remedying/adjusting the Result free of charge, or by indicating with reasons why the rejection is unfounded. The Customer then has seven (7) days to approve or reject the adjustment or motivation.

34.6 Rejection is only possible in the event of a material deviation from the Statement of Work. If the objections concern only minor aspects that do not reasonably prevent the operational deployment of the Result, the Result shall be deemed accepted on the condition that these aspects are remedied within a reasonable term. The Result cannot be rejected on the basis of purely subjective aspects, such as (but not limited to) aesthetic elements of user interfaces. Deviations from the Statement of Work that have been implemented at the Customer's request cannot constitute grounds for rejection.

34.7 If the Customer continues to reject the Result in whole or in part after two (2) rounds of repair or motivation, the Contractor is entitled to charge reasonable additional costs for further repair rounds at the hourly rates for Consultancy then applicable.

34.8 If, after at least two rounds of repair or motivation, one of the parties indicates that further repair rounds are not useful, both parties are entitled to dissolve the Agreement (or the part relating to the Result(s) concerned). In that case, the Customer is only obliged to reimburse the costs incurred by the Contractor and the work already carried out; the Customer is then not entitled to use or continue to use the Result.

Article 35 Training

35.1 This article applies solely if the Contractor provides training.

35.2 The Contractor shall carry out the training to the best of its ability and with the required care and professional skill. The Contractor is free in the composition of the training and the associated materials, and may change the location of the training; the Contractor shall inform the Customer of changes in a timely manner.

35.3 If the training takes place at a location other than at the Customer's premises, the Customer shall comply with the house rules of the training location. Unless otherwise agreed, the Customer shall provide the equipment required for the training itself.

35.4 The fees for the training are stated in the Agreement. Unless otherwise agreed in writing, the fees included in the Agreement are exclusive of travel, accommodation and related expenses (such as parking costs, meals and daily allowances).

35.5 The Contractor is entitled to exclude the Customer (or participants registered by or via the Customer) from participation in the training if outstanding amounts have not been received by the Contractor before the start of the training.

35.6 The Customer acknowledges that the documentation and other course materials used and/or presented during the training embody Intellectual Property Rights of the Contractor and/or its licensors, and shall respect these rights. In particular, the Customer is not permitted to: (i) copy, modify, sublicense, sell, decompile, reverse-engineer or distribute the course materials; (ii) record the training (audio, video or otherwise); or (iii) remove copyright or other proprietary notices of the Contractor and/or its licensors.

Article 36 Cancellation

36.1 This article applies to appointments for Consultancy and training that are scheduled under the Agreement. The Customer has the right to cancel appointments for Consultancy and training. Cancellations must be communicated by the Customer in writing or by e-mail to the Contractor. The time of receipt by the Contractor shall constitute the time of cancellation.

36.2 A cancellation received by the Contractor at least forty-eight (48) hours before the scheduled start of the appointment is free of charge.

36.3 If the Contractor receives the cancellation within forty-eight (48) hours before the scheduled start, the Customer owes fifty per cent (50%) of the agreed rate.

36.4 If the Contractor receives the cancellation within twenty-four (24) hours before the scheduled start, or if the Customer fails to appear without prior cancellation (no-show), the Customer owes one hundred per cent (100%) of the agreed rate.

36.5 Unless the parties agree otherwise in writing, rescheduling an appointment is considered a cancellation to which the preceding paragraphs apply.

MODULE - PROCESSING OF PERSONAL DATA

Article 37 Applicability and definitions

37.1 This Module applies if the Contractor acts as processor (hereinafter: "**Processor**") in the context of the Agreement on behalf of the Customer within the meaning of the General Data Protection Regulation (hereinafter: "**GDPR**") and the Customer thereby acts as controller (hereinafter: "**Controller**") within the meaning of the GDPR.

37.2 Where terms are used in this Module that correspond to definitions in article 4 of the GDPR, those terms shall have the meaning of the definitions in the GDPR. The provisions contained in this Module must be read and interpreted in the light of the GDPR.

Article 38 Nature and scope

38.1 The particulars of the processing activities, and in particular the categories of personal data and the purposes of the processing for which personal data are processed by the Processor on behalf of the Customer, are specified in Annex 1 or elsewhere in the Agreement.

38.2 The Processor processes the personal data made available by or via the Controller solely on the instructions of the Controller for the specific purposes described in the Agreement, unless the Processor has received additional instructions from the Controller.

38.3 The Controller shall inform the Processor without delay of the purposes of the processing activities insofar as these have not already been recorded in the Agreement.

38.4 Without prejudice to the foregoing, the Processor is entitled to use the personal data for quality purposes, such as surveying data subjects or conducting scientific or statistical research into the quality of the services provided by the Processor.

38.5 The processing of personal data is limited in duration to what has been recorded about this in the Agreement. The starting point here is that the duration of the processing activities will in principle be limited to the term of the Agreement.

Article 39 Instructions

39.1 The Processor processes the personal data solely on the basis of written instructions from the Controller, unless a provision of Union or Member State law applicable to the Processor requires it to process. In that case, the Processor shall inform the Controller of that legal requirement prior to processing, unless the law prohibits this on important grounds of public interest. The Controller may also give further instructions during the processing of personal data, which are then recorded in writing.

39.2 The Processor shall immediately inform the Controller if, in its opinion, the Controller's instructions infringe the GDPR or other applicable Union or Member State data protection provisions.

39.3 The Processor shall endeavour, in the context of the aforementioned work, to process the personal data made available by or via the Controller with due care.

Article 40 Information provision and assistance

40.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Module that directly result from the GDPR.

40.2 The Processor shall, if this is reasonably within its sphere of influence, provide assistance to the Controller in fulfilling its statutory obligations under the GDPR, in particular its obligations under

articles 32 to 36 GDPR, such as providing assistance in carrying out a data protection impact assessment (DPIA) and a prior consultation for a high-risk processing operation. The Processor may charge the costs incurred to the Controller, unless otherwise agreed.

40.3 In the event that a data subject addresses a request to the Processor for the exercise of his/her statutory rights under Chapter III of the GDPR, the Processor shall forward the request to the Controller, and the Controller shall further handle the request. The Processor may inform the data subject thereof. The Processor may charge the costs incurred to the Controller, unless otherwise agreed.

Article 41 Security and confidentiality

41.1 The Processor undertakes to implement and maintain appropriate technical and organisational measures in accordance with article 32 GDPR. The Processor does not warrant that the measures taken are effective under all circumstances. The measures taken by the Processor are as recorded in the Agreement, including Annex 2.

41.2 The Processor only grants its personnel access to the personal data being processed insofar as this is strictly necessary for the execution, management and monitoring of the Agreement. The Processor ensures that persons authorised to process the personal data received have committed themselves to observing confidentiality or are bound by an appropriate statutory obligation of confidentiality.

Article 42 Breach

42.1 In the event of a personal data breach involving personal data processed by the Processor, the Processor shall inform the Controller thereof without undue delay after becoming aware of the breach. This notification shall, insofar as available, include:

- a description of the nature of the breach (where possible stating the categories of data subjects and data records concerned and, approximately, the number of data subjects and data records concerned);
- the contact details of the Processor through whom the Controller can obtain more information (if available) about the personal data breach;
- a description of the likely consequences of the breach and the measures taken or proposed to address it, including, where appropriate, measures to mitigate its possible adverse effects.

42.2 If and insofar as the aforementioned information cannot be provided at the same time, the initial notification shall contain the information available at that time and further information shall subsequently be provided as soon as it becomes available.

Article 43 Engagement of Subprocessors

43.1 The Controller gives the Processor general permission to engage processors (hereinafter: "**Subprocessors**") that are on a list agreed in advance. The current list of Subprocessors can be found at: https://fieldbuddy.com/terms-and-conditions/. The Processor shall inform the Controller in writing at least fourteen (14) days in advance of intended changes to the agreed list of Subprocessors in order to enable the Controller to object in writing to the intended change(s) against the Processor before the actual engagement of the Subprocessor. The Processor shall

provide the Controller with the information necessary to enable the Controller to exercise its right of objection.

43.2 Without prejudice to the foregoing, the Controller gives specific consent to the engagement of the Subprocessors listed on the page behind the link referred to in the previous paragraph.

43.3 When the Processor engages a Subprocessor for the performance of specific processing activities on behalf of the Controller, the Processor shall do so by means of an agreement that imposes on the Subprocessor essentially the same data protection obligations as those that apply to the Processor under the (relevant) arrangements applicable between the parties. The Processor ensures that the Subprocessor complies with the obligations resting on the Processor under those arrangements and the GDPR.

43.4 The Processor remains fully responsible towards the Controller for the performance of the Subprocessor's obligations in accordance with the arrangements applicable between the parties.

Article 44 International transfer

44.1 Transfer of personal data to a third country or an international organisation by the Processor takes place only on the basis of written instructions from the Controller or in order to comply with a specific requirement under Union law or the Member State law to which the Processor is subject, and takes place in accordance with Chapter V of the GDPR.

Article 45 Audits

45.1 The Controller has the right to have audits carried out by itself or by an independent third party bound to confidentiality to inspect the processing activities covered by the Agreement.

45.2 An audit may take place once per calendar year as well as in the event of a specific suspicion of non-compliance with the applicable arrangements between the parties. The Processor shall reasonably contribute to such audits.

45.3 The Controller shall announce audits in a timely manner. The costs of audits shall be borne by the Controller. The reasonable costs incurred by the Processor in the context of providing assistance in an audit shall be borne by the Controller, unless the audit reveals that the Processor has materially failed to comply with the applicable arrangements.

45.4 The inspection and the results of an audit shall be treated confidentially by the Controller. The parties shall decide by mutual consultation what to do with the results of the audit.

Article 46 Termination

46.1 Upon termination of the Agreement, the Processor shall, at the Controller's choice, delete all personal data processed on behalf of the Controller and confirm to the Controller that it has done so, or return all personal data to the Controller and delete existing copies, unless Union law or Member State law prescribes the storage of the personal data. Until the data has been deleted or

returned, the Processor shall continue to ensure compliance with the provisions of this Module. If the Controller has not made a choice known to the Processor within a period of fourteen (14) days after termination of the Agreement, the Processor shall be entitled to permanently delete all personal data and existing copies thereof.

Annex 1: Specification of personal data

FieldBuddy Pro

Specification	
Categories of data subjects whose personal data are processed	Employees and end users of the Controller, such as engineers, planners and administrators; contact persons at customers and business relations of the Controller; and end customers of the Controller at whose location work is carried out.
Categories of personal data processed	First and last name, job title and employer; contact details such as business e-mail address, telephone number and address; username and organisation ID within the application; location, route and distance data; availability and planning data; technical data about the environment and app version through which the connection is made; and other personal data recorded by the Controller itself in work orders, reports and attachments.
Purpose(s) for which the personal data are processed on behalf of the Controller	Providing FieldBuddy Pro as described in the Offer, the Agreement and the General Terms and Conditions, including planning, assigning and recording work orders, route determination and distance calculation, and providing support.
Duration of the processing	Continuous; term of the Agreement

FieldBuddy Go

Specification	
Categories of data subjects whose personal data are processed	Employees and end users of the Controller, such as engineers, planners and administrators; contact persons at customers and business relations of the Controller; and end customers of the Controller at whose location work is carried out.
Categories of personal data processed	First and last name, job title and employer; contact details such as business e-mail address, telephone number and address; registration number, device name, device ID, device model and IP address; location, route and distance data; availability and planning data; and other personal data recorded by the Controller itself in work orders, reports and attachments.
Purpose(s) for which the personal data are processed on behalf of the Controller	Providing FieldBuddy Go as described in the Offer, the Agreement and the General Terms and Conditions, including planning, assigning and recording work orders, route determination and distance calculation, and providing support.
Duration of the processing	Continuous; term of the Agreement

Link2

Specification	
Categories of data subjects whose personal data are processed	Employees and end users of the Controller, such as engineers, planners and administrators; contact persons at customers and business relations of the Controller; and end customers of the Controller at whose location work is carried out.
Categories of personal data processed	First and last name and contact details of employees and contact persons; addresses and geographic coordinates of end customers for route and distance calculation; telephone numbers of recipients and message content for SMS notifications; work order and planning data; and other personal data recorded by the Controller itself in work orders, reports and attachments.
Purpose(s) for which the personal data are processed on behalf of the Controller	Providing the Link2 solution as described in the Offer, the Agreement and the General Terms and Conditions, including processing and forwarding work order and planning data, route determination and distance calculation, sending SMS notifications and providing support.
Duration of the processing	Continuous; term of the Agreement

RSM

Specification	
Categories of data subjects whose personal data are processed	Employees and end users of the Controller, such as engineers, planners and administrators; contact persons at customers and business relations of the Controller; and end customers of the Controller at whose location work is carried out.
Categories of personal data processed	First and last name, job title and employer; contact details such as business e-mail address, telephone number and address; addresses and geographic coordinates of end customers for the purposes of geocoding, route and distance calculation and planning optimisation; availability and planning data; data that is visible during remote support sessions; and other personal data recorded by the Controller itself in work orders, reports and attachments.
Purpose(s) for which the personal data are processed on behalf of the Controller	Providing the RSM solution as described in the Offer, the Agreement and the General Terms and Conditions, including planning, assigning and recording work orders, geocoding, route and distance calculation and planning optimisation, hosting of the environment and providing (remote) support.
Duration of the processing	Continuous; term of the Agreement

Annex 2: Specification of security measures

The table below describes the technical (T) and organisational (O) security measures taken by the Processor pursuant to article 32 GDPR:

Measure	Type (T/O)	Further description
Account access security	T	Logical access control on laptops and systems by means of passwords and multi-factor authentication.
Physical access security	O	Measures for access security of the office premises.
Data encryption	T	Encryption of digital files and connections.
Secure network connections	T	Securing network connections via Transport Layer Security (TLS).

Access policy	O	Organisational measures for access security, with purpose-bound access restrictions: employees only have access to the data they need for their work.
Security standard	O	Security in accordance with the principles of the ISO 27001 standard.
Authorisation management	O	Granting, changing and revoking authorisations in accordance with a documented procedure; accounts of departing employees are deactivated within 24 hours.
Segregation of environments	T	Development, test and production environments are segregated from one another.
Logging and monitoring	T	Recording and monitoring of events in the application and system environment, in order to detect disruptions and unauthorised access.
Patch and vulnerability management	T	Security updates are implemented periodically and known vulnerabilities are addressed within a defined term.
Secure development process	O	Changes to the software go through a documented process with review by a second person before they go to production.
Incident management and data breaches	O	Documented procedure for detecting, assessing and handling security incidents and data breaches, including informing the Controller.
Confidentiality of personnel	O	Employees and engaged third parties are contractually bound to confidentiality.
Awareness	O	Employees receive regular training and awareness campaigns in the field of information security, including phishing.
Security scans	T	Automated security analysis of code changes and periodic security scans of the codebase.
Security by suppliers	O	Data processing agreements have been concluded with engaged Subprocessors in which at least equivalent security obligations have been included.