



Terms and Conditions Rainbow Sensing

January 2026

These Terms and Conditions (“**Terms and Conditions**”) are applicable to the products sold and services offered by Rainbow Sensing and (if applicable) its group companies (each referred to as “**Rainbow Sensing**”) and form an integral part of the agreement between Rainbow Sensing and its clients (the “**Agreement**”).

1. DEFINITIONS

If not already defined above, the following capitalized terms have the following meanings in these Terms and Conditions:

- 1.1. **Application** means the software application offered by Rainbow Sensing, this can include software that is stored on the Hardware but can also be an online application.
- 1.2. **Client** means Rainbow Sensing’s non-consumer customer who is granted the right to use the Application.
- 1.3. **Confidential Information** means non-public information relating to a Party, its group companies, or a User and (i) with regard to which the disclosing Party has indicated that it is confidential or (ii) which is of such nature that its confidential nature should reasonably be understood by the receiving Party.
- 1.4. **Data** means the data collected from the Hardware or from the hardware used by the Client.
- 1.5. **Hardware** means the hardware delivered to the Client by Rainbow Sensing, e.g. technical cameras for registration of discharges of rivers.
- 1.6. **Hosted Application** means the Application as a software-as-a-service (hosted) application.
- 1.7. **Incidents** means a technical problem with the Application, e.g. non-availability of the Application or the Data, slow processing of the Data or other processes in the Application, problems with access to the Data.
- 1.8. **Intellectual Property Rights** means the intellectual property and industrial and related rights, anywhere in the world, including but not limited to copyrights, database rights, patents, trademarks, trademark rights, domain names, including all claims to such rights.
- 1.9. **License** means the license granted by Rainbow Sensing to the Client under the Agreement.
- 1.10. **Log In Details** means the log in details that allow Users to remotely access and use the Application.
- 1.11. **On Premise Application** means the copy of the Application as made available to the Client for use on its own or its third party hardware or (hosted) systems.
- 1.12. **Parties** means the Client and Rainbow Sensing.
- 1.13. **Party** means the Client or Rainbow Sensing.
- 1.14. **Services** means the services provided by Rainbow Sensing, consisting of making available the Application under the License, support services with respect to the Application and additional Services agreed with Rainbow Sensing, such as consulting services, as the case may be.
- 1.15. **System Requirements** means the requirements for the Application and, if applicable the Hardware to operate.
- 1.16. **Third-Party Hardware** means the third-party hardware used by the Client in combination with the Application.
- 1.17. **Update** means a new version of the Application.
- 1.18. **Usage Limitation** means the agreed limitations on the use of the Application.

1.19. **User** means a person making use of the Application under the Client's authority, this can be a person employed or hired by the Client or otherwise under its direct authority.

2. GENERAL

- 2.1. Any deviations from offers issued by Rainbow Sensing must be confirmed by Rainbow Sensing for them to be binding.
- 2.2. The Client procures that its own Users comply with these Terms and Conditions and that Rainbow Sensing can invoke the provisions of these Terms and Conditions against all Users. The Client is directly responsible and liable for any act or omission of the Users.
- 2.3. If so offered by and agreed with Rainbow Sensing, it can make available the Application as an On Premise Application, allowing the Client to use a copy thereof and install it on its own or its third party hardware or (hosted) services, or to make it available as a Hosted Application, as a software-as-a-service for remote access by the Client. In case of a Hosted Application, if so offered by and agreed with Rainbow Sensing, the Client can either have its own tenant on the hosting environment (in which case the Client has a contract with the hosting provider) or the Application and Data can be hosted by Rainbow Sensing.
- 2.4. The Client can choose to purchase the License together with the Hardware or to use Third-Party Hardware to operate the Application. The Client is fully responsible for the Third-Party Hardware.
- 2.5. The Services are provided from the Netherlands unless indicated otherwise by Rainbow Sensing or agreed otherwise between the Parties in writing.

3. LICENSE AND USAGE LIMITATIONS

- 3.1. During the term (as applicable) and subject to the conditions of the Agreement including the Usage Limitations and these Terms and Conditions, Rainbow Sensing grants the Client a non-exclusive, non-transferable, non-encumberable, non-sublicensable, limited, conditional, revocable License to use the Application. This clause has property law effect. In so far as the Application or parts thereof are licensed under open source license conditions, those conditions are applicable to the license of such parts and they prevail over contradictory or non-permitted provisions in the Agreement and/or these Terms and Conditions.
- 3.2. The License granted is subject to the following conditions: (i) all fees due to Rainbow Sensing are timely paid, (ii) the Application is used within the Usage Limitations, (iii) the other agreed conditions, and these Terms and Conditions are complied with.
- 3.3. The Usage Limitations are agreed upon in the Agreement and in any event include the use of the Application limited to the fields of application made known by Rainbow Sensing, e.g. use for measuring flowing waters (rivers, canals, wadis, estuaries, coastal waters), water level control, dam management and irrigation systems and the conditions for use of the Application. The Client fully indemnifies Rainbow Sensing from any claims related to use of the Application that are not attributable to Rainbow Sensing.
- 3.4. The following conditions apply to the use of the Application:
 - 3.4.1. Unless agreed otherwise with Rainbow Sensing in writing, the Client may use the Application only for its own organization. Users are entitled to use the Application and therefore the Application cannot be used by other parties than the Client or by any persons other than Users;
 - 3.4.2. Users may not do, or omit to do anything that can cause damage to the Application, including without limitation transmitting or storing detrimental code, software, material, data or files via the Application, spamming, hacking, DDOS attacks, distributing illegal content;

- 3.4.3. The Application must be used without violating applicable laws and/or regulations or third-party rights; amongst others, the Application may not be used to process Data that is illegal, discriminatory, harmful, false, misleading, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or unlawful or violates third-party rights such as Intellectual Property Rights or privacy rights;
- 3.4.4. The Application may not be used to send unsolicited (commercial) messages;
- 3.4.5. The Application may not be used in a manner that would require Rainbow Sensing, the Client, and/or another party to obtain an export license, from an EU, US or other authority, e.g. use for military purposes or nuclear devices; if the Client however does use the Application in such a manner, the Client is fully responsible for complying with any applicable laws and regulations, licenses and the like;
- 3.4.6. The Application may not be used in a country or for a party that falls under a sanctions list.

4. ON PREMISE APPLICATION

- 4.1. For the On Premise Application, the following specific conditions apply:
 - 4.1.1. The Client is allowed to install the On Premise Application on the number of Third-party Hardware instances (in case of a Software-only license) as indicated by Rainbow Sensing and in absence thereof, on one;
 - 4.1.2. The copy of the On Premise Application may only be made available to a third party hosting provider used by the Client to operate the Application and no other third party;
 - 4.1.3. The latest Update of the On Premise Application must be installed without undue delay and ultimately within one month.

5. HOSTED APPLICATION

- 5.1. For the Hosted Application, the following specific conditions apply:
 - 5.1.1. If the Client hosts the Application on its own tenant within the hosting provider's environment, article 4.1 applies with respect to the copy of the Application hosted on the tenant;
 - 5.1.2. Each User has their own account to use the Application and each User must create a unique User name (if applicable) and a unique password for their account. The Log In Details are strictly personal and cannot be shared with or used by any other person including other Users. Users cannot use the Log In Details for third-party applications or systems;
 - 5.1.3. The Log In Details must be kept confidential and properly secured. If any Log In Details are or may possibly be compromised, the User must take all actions to prevent abuse of the Log In Details, in any case by changing the password and by removing the Log In Details from any place where they are not securely stored. If Rainbow Sensing hosts the Hosted Application and the Data, it must also be informed of such a situation and in that case, Rainbow Sensing reserves the right to (i) temporarily block access to the affected user account in the Application, (ii) create new Log In Details and/or (iii) permanently block the account of a User whose Log In Details have been compromised more than twice;
 - 5.1.4. The Client is responsible for ensuring the Users have the correct authorizations for access to the Application and that their access is revoked if needed, e.g. if they no longer work for them or have a different function – Rainbow Sensing explicitly excludes any responsibility for User access/authorization management.

- 5.2. If Rainbow Sensing hosts the Hosted Application, it reserves the right to update the procedure for access to the Application giving due notice, e.g., where this is required for security purposes.
- 5.3. Rainbow Sensing does not engage in active moderation of the Data hosted by it and cannot be obliged to do so. However, Rainbow Sensing may be required, by law or by a third party on justified grounds or in case of violation of these Terms and Conditions, to remove Data or other information in the Hosted Application, to modify it and/or to block access to the Hosted Application. In that case, Rainbow Sensing also has the right to (temporarily) block access to the Hosted Application and to delete or modify Data. Rainbow Sensing may or will, if legally obliged, inform the Client about the actions it will take.
- 5.4. Rainbow Sensing may also become obliged to share Data or other data pertaining to the Client and/or its Users with third parties, in particular in the event of criminal acts or infringement of third-party rights. Rainbow Sensing will assess with a reasonable degree of care whether submission of such data to the third party is necessary and justified in the given case.

6. HARDWARE, DELIVERY, WARRANTIES

- 6.1. Any Hardware that may be supplied under an agreement, will be delivered under the delivery terms agreed or otherwise indicated by Rainbow Sensing. If no delivery terms are agreed, delivery takes place Ex Works INCOTERMS 2020 at Rainbow Sensing's Hardware supplier premises. Risk in the Hardware passes to the Client after it has left the premise of Rainbow Sensing or its supplier, irrespective of whether Rainbow Sensing arranges for transport. The Client must insure the Hardware during transport.
- 6.2. Delivery times are non-binding and depend on Hardware availability and transport lead times, Rainbow Sensing cannot be held liable for delays in shipment of the Hardware. The Hardware may only be returned with Rainbow Sensing's prior written authorization and must be returned to the address provided by Rainbow Sensing.
- 6.3. The packaging of the Hardware must be inspected for visual defects immediately upon receipt, any visual defects to the packaging must be notified to Rainbow Sensing immediately or noted on the bill of loading. Any visual defects of the Hardware must be notified to Rainbow Sensing within ten (10) working days of delivery. Any errors in the delivery itself (e.g. wrong Hardware, wrong amount) must be notified to Rainbow Sensing within ten (10) working days of delivery.
- 6.4. The warranty conditions of the Hardware's supplier apply and in case of conflict between those provisions and this article, the supplier's conditions prevail.
- 6.5. The warranty term for the Hardware is one (1) year from delivery. With respect to any defects in the Hardware, the warranty terms and conditions of the Hardware's supplier apply. Rainbow Sensing reserves the right to refer the Client to the supplier for the further handling of any defects. At Rainbow Sensing's and/or the supplier's discretion, if a defect is found within the warranty term, Rainbow Sensing can choose to (i) not return the Hardware and credit its then current value, (ii) repair the Hardware or (iii) deliver new Hardware. Unless agreed otherwise, the costs for returning the Hardware or delivering new Hardware are borne by the Client. After the warranty term or in case the warranty conditions are not met, Rainbow Sensing and cannot be held to repair or deliver new Hardware, but if it chooses to do so, the costs for reparations or new Hardware are borne by the Client.
- 6.6. In addition to the supplier's warranty conditions, the following conditions apply for the Client to invoke the warranty: (i) defects must be notified without undue delay using the contact details made known to the Client, (ii) notified defects must be accompanied with a clear explanation of the defect, (iii) at Rainbow Sensing's or its supplier's request and on its instructions, the Hardware must be returned or the defect must be demonstrated through online communication means, (iv) the defect is not caused by misuse of the Hardware, e.g. it is not installed in conformance with the

instructions, it is used for other purposes than its intended purposes, it is damaged due to external circumstances, it is modified other than as indicated in the instructions, it is repaired by a third party and (v) the defect is not caused by normal wear and tear.

- 6.7. Title in the Hardware does not pass to the Client until full payment of (i) the price for the Hardware, (ii) the costs for any Services in connection with the (delivery of the) Hardware and (iii) any damages due to the Client's breach of its obligations. Until that moment, the Client must keep the Hardware in good state, insure it and not hand it over to any third party for transfer of title. If the Client does not comply with its obligations, Rainbow Sensing is entitled to retrieve the Hardware and the Client will provide the cooperation and access for Rainbow Sensing to retrieve it.

7. CLIENT RESPONSIBILITIES AND WARRANTIES

- 7.1. The Client shall provide the cooperation, information and access needed for Rainbow Sensing to make the Application available and to provide other Services, and procure the same from relevant third persons or parties. The Client is responsible for installation, surveying the surroundings and the configuration of the Hardware in the field, Rainbow Sensing does not provide support for this. The Client is also responsible for using the Application and Hardware in accordance with applicable laws and regulations.
- 7.2. The Client will cooperate with any recalls of the Hardware and follow Rainbow Sensing's instructions in this respect. This also applies to any amendments Rainbow Sensing must make to the Hardware, Application or hosted environment to comply with applicable laws and regulations.
- 7.3. In order to use the Application and the Hardware in an operational environment, the System Requirements must be met. Rainbow Sensing may update the System Requirements giving a reasonable prior notification, after which the System Requirements must be met to be able to (properly) use the Application and the Hardware.
- 7.4. The Client warrants that the information it provides is correct, complete and up-to-date. The Client warrants that it is not listed on any sanction list anywhere in the world and that it does not engage in any activities that are in violation of applicable legislation, such as anti-bribery laws.
- 7.5. Rainbow Sensing reserves the right to invoice the costs related to non-cooperation under this section or breach of the foregoing warranties.

8. (VERIFICATION OF) COMPLIANCE

- 8.1. Rainbow Sensing has the right, but not the obligation, to monitor the access and the use of the Application as well as to verify compliance with the Agreement, the Usage Limitations and/or these Terms and Conditions. The Client shall provide the cooperation, access and information reasonably requested by Rainbow Sensing or a third party designated by Rainbow Sensing to verify the foregoing.
- 8.2. In case of violation of the Usage Limitations, the Client must pay the fees that would have been payable if the Use Limitations would have been complied with, plus, in case of negligent violation, if Rainbow Sensing so requests, a fee of 20% (twenty percent) on top of those fees, such without limiting Rainbow Sensing's other rights including the right to full compensation of damages and the right to suspend the Services.
- 8.3. Rainbow Sensing reserves the right to (temporarily) suspend access to the Application in case of non-compliance with the Agreement, the Usage Limitations and/or these Terms and Conditions. Rainbow Sensing endeavours to inform the Client of such non-compliance in advance and grant a reasonable term of at least five (5) working days to remedy the non-compliance. Justified suspension does not affect the Client's payment obligations.

9. FEES AND PAYMENT

- 9.1. Unless indicated otherwise by Rainbow Sensing, the fees are expressed in euros and increased with applicable VAT, other taxes, and travel, lodging and other expenses in relation to the Services, as applicable.
- 9.2. Rainbow Sensing reserves the right to increase its fees on the basis of the Dutch official consumer price inflation index annually. If cost-increasing circumstances occur during the year, which cause the Services' cost price to increase, Rainbow Sensing is entitled to increase its fees with the cost increase on a pro rata basis. Rainbow Sensing will inform the Client of such increases in advance.
- 9.3. Payment must be made using the payment methods set out on Rainbow Sensing's website or as otherwise indicated by Rainbow Sensing. If payment is not made in advance and unless agreed otherwise, the payment term is 14 (fourteen) days. Payments must be made without set-off, deduction or discount. Any complaints about an invoice must be made within the payment term and must be substantiated. If the complaint is well-founded, Rainbow Sensing will submit a corrected invoice. The Client bears the costs and risk related to payment, including currency risks, as well as applicable government fees and taxes.
- 9.4. In absence of payment within the payment term (of a corrected invoice) or if the relevant payment method is rejected, provided the Client has not paid within a payment reminder term of at least five (5) working days, the Client is in default ('*verzuim*'). Rainbow Sensing then, in addition to its other rights, has the right to (i) hand over the invoice for collection and to charge Client with the reasonable costs thereof as well as the statutory interest, (ii) suspend the Services and (iii) rescind (rescind reflects the Dutch concept '*ontbinden*') the Agreement.
- 9.5. Rainbow Sensing cannot be obliged to repay any amounts paid for Services already rendered, irrespective of the legal ground of such repayment.

10. SECURITY AND BACK-UPS

- 10.1. In case of a Hosted Application, Rainbow Sensing will ensure an appropriate level of security to safeguard the availability, integrity, confidentiality and security of the Data.
- 10.2. The Client is responsible for the security of: (i) the internet and communication connections that its Users use to access the Application; (ii) the hosting environment and storage of the Data in case of an On Premise Application and in case of a Hosted Application, if it has its own tenant; (iii) the Users' access to the Application; (iv) the devices used to access the Application; (v) any Client or third-party software it uses to communicate with an interface of the Application; (vi) the Log In Details; (vii) making back-ups of the Data (unless agreed otherwise). The Application can have two (or more, as the case may be) factor authentication functionality. The Client is responsible and liable for using and implementing such authentication means and for the authenticator services it uses to generate any access codes.

11. MAINTENANCE AND SUPPORT

- 11.1. The Application is delivered 'as-is', 'where-is'. Unless agreed otherwise with Rainbow Sensing in writing, the Client is responsible for bringing about the connection between the Hardware or the Third-Party Hardware and the Application. Rainbow Sensing can however provide assistance at its then current consulting fees.
- 11.2. Rainbow Sensing does not guarantee the Application is error-free but it endeavors to correct errors and improve the Application's functionalities continuously. Rainbow Sensing may modify the Application and modify, add or delete functionality, solve bugs and issue Updates at its discretion, such with reasonable intervals unless an Update is necessary to address security issues. Rainbow Sensing may agree with the Client to include new functionality or other changes to the Application suggested by the Client but it cannot be obliged to do so. Rainbow Sensing reserves the right to

discontinue or modify functionality, provided such changes do not materially affect the licensed functionality during the active support period.

- 11.3. Rainbow Sensing strives for continuous availability of the Hosted Application and endeavors to minimize the impact of downtime thereof but cannot guarantee 100% availability. The Hosted Application may temporarily be unreachable (down), for example during maintenance windows.
- 11.4. Rainbow Sensing cannot guarantee that the Application meets all legal requirements or that it meets all of the Client's or Users' requirements. Rainbow Sensing cannot guarantee that the Application can bring about a successful connection with the Hardware or Third-Party Hardware and/or a transfer of the Data from these but it can provide support for this within the agreed scope. The Client is responsible for updating its own processes, including making changes to the location of the Hardware or Third-party Hardware, if this is needed to use the Application.
- 11.5. In case of any questions or Incidents with respect to the Application, the Client will try to answer, respectively solve these internally first and if this cannot be achieved, the Client's designated Users can contact Rainbow Sensing's helpdesk on workdays (excluding national holidays in the Netherlands) during its opening hours using the contact details indicated by Rainbow Sensing. Support is provided remotely.
- 11.6. Incidents must be reported as soon as possible in a comprehensible and detailed manner. Rainbow Sensing reserves the right to set additional conditions for a User to be able to submit an Incident, e.g. that Users must have certain expertise. Rainbow Sensing endeavors to resolve Incidents without undue delay pursuant to its own internal procedures, this can also be done through workarounds or new releases. If access to the Application, the Data, Hardware and/or the Third-party Hardware is needed to provide support, the Client must arrange for and allow this access.
- 11.7. It is assumed that the helpdesk will be called upon to a reasonable extent, or if applicable within the limits of the agreed payment. If, in Rainbow Sensing's opinion, the helpdesk is called upon outside of what is reasonable or outside the limits of the agreed payment, it reserves the right to charge an additional fee for the support.
- 11.8. If so agreed between Rainbow Sensing and the Client, service levels with respect to the Services, such as uptime, response times and resolution times can be described in a separate service level agreement. In that case, provisions in the service level agreement that conflict with these Terms and Conditions shall prevail. Any agreed uptime percentage / service level however is always excluding maintenance windows.
- 11.9. Rainbow Sensing reserves the right to refuse to provide support or to invoice additional costs if an Incident is caused by (i) adaptations to the Application and/or the Hardware not made by or on behalf of Rainbow Sensing; (ii) inappropriate use of the Application and/or the Hardware (including use outside the provided instructions and use outside the Usage Limitations); (iii) the conditions for support not being met; (iv) the failure of the Client to timely notify the issue Incident; (v) Data being lost or damaged; (vi) not installing the latest Update of the On Premise Application; (vi) other situations that are not attributable to Rainbow Sensing.

12. (PERSONAL) DATA

- 12.1. Rainbow Sensing does not claim any Intellectual Property Rights or other ownership rights with respect to the Data; these are owned by the Client. Rainbow Sensing only processes the Data, including accessing it for support purposes, if necessary to provide the Services. The Client is responsible for the Data processed in the Application, including the lawfulness thereof.
- 12.2. Rainbow Sensing can Process personal data of Users for its own purposes, including to investigate unauthorized use of the Application, to verify and/or follow-up on non-compliance of the Agreement, the Usage Limitations and/or these Terms and Conditions, for its own internal processes and analyses and for the improvement of the Services (User data outside their accounts),

to comply with legal obligations to which it is subject. Rainbow Sensing will Process such personal data for its own purposes.

- 12.3. If Rainbow Sensing processes personal data as a processor for the client (i.e. in case it hosts the Data), the Parties shall conclude a separate data processing agreement for this purpose.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Rainbow Sensing and/or its licensors retain the Intellectual Property Rights with respect to the Application including its source code, ancillary materials and any amendments thereto. Rainbow Sensing reserves all rights not explicitly granted in the relevant open source software license, this Agreement and/or these Terms and Conditions.
- 13.2. The Client does not have the right to obtain a copy of the Hosted Application or the Application's source code unless this source code is made public subject to the relevant open source license. The Application may not be copied, rented, sub-licensed, reverse engineered, time-shared, modified, published, exploited or otherwise made available to any third party without Rainbow Sensing's prior consent or unless this is agreed in the Agreement or permitted in the relevant open source license. Violation of this sub-section immediately causes a default ('*verzuim*') under these Terms and Conditions.
- 13.3. If a third party sues or threatens to sue for infringement of Intellectual Property Rights, Rainbow Sensing has the right to replace the Application with another application or to modify it, or, if these actions cannot resolve the claim, to terminate the Agreement (the term 'terminate' reflects the Dutch concept of '*opzeggen*') without being liable for damages.

14. CONFIDENTIALITY

- 14.1. Each Party will keep confidential the other Party's Confidential Information. The receiving Party will not, directly or indirectly, disclose the Confidential Information to any third party unless this is required in the context of the performance of that Party's obligations under the Agreement, or to the receiving Party's trusted advisors with a duty of confidentiality. Rainbow Sensing acknowledges the Data are the Client's Confidential Information and the Client acknowledges that information about the Application including non-public source code is Rainbow Sensing's Confidential Information.
- 14.2. The above confidentiality obligations do not apply where:
- a) the information was already lawfully known to the receiving Party;
 - b) the information was independently and lawfully created by the receiving Party without using the disclosing Party's Confidential Information;
 - c) the receiving Party is legally obliged to disclose the Confidential Information pursuant to a binding legal obligation or third-party request, however, provided the receiving Party shall notify the other Party promptly of such obligation, if legally permitted, so that the disclosing Party has reasonable opportunity to take action to protect its confidentiality interests.
- 14.3. After the end of the Agreement, the receiving Party will, at the disclosing Party's request, return and/or destroy the Confidential Information save for any Confidential Information the receiving Party is required to retain pursuant to legal obligations and/or as evidence in relation to the performance of the Agreement and/or these Terms and Conditions, which is to be substantiated by the receiving Party.
- 14.4. The confidentiality obligations of this article continue to apply for as long as the Confidential Information is either directly or indirectly in the receiving Party's possession.

15. LIABILITY

- 15.1. Rainbow Sensing's total liability in relation to the Agreement, the Application or otherwise, is limited to compensation of damages as described in this article. Any penalties payable by Rainbow Sensing on the basis of a service level agreement, if any, are the sole remedy and full compensation to which the Client is entitled for Rainbow Sensing not meeting the service levels.
- 15.2. Rainbow Sensing's liability is limited to the following types of direct damage:
- 15.3. Amongst others, Rainbow Sensing cannot be held liable for any types of damage other than those set out above, including without limitation loss of income, loss of revenue, loss of operations, damage due to flooding, errors in the Data, lack of Data, decisions based on the Data, damage resulting from erroneous installation of the Hardware including installation at wrong locations, reputational damage, third-party claims including fines, consequential, punitive or special damage.
- 15.4. In addition, Rainbow Sensing's liability is limited to three (3) months of the monthly fees excluding VAT payable for the Services, (pro rate if the fees are yearly or agreed for another period) in effect at the time the cause of the damage arose or, if the damage is caused by the Hardware, the price of the Hardware. Rainbow Sensing's maximum liability for all claims is limited to an amount of EUR 3,000 (three thousand euros).
- 15.5. The above liability limitations do not apply in case the damage is caused by the intent or gross negligence of Rainbow Sensing's officers in charge with operations. Rainbow Sensing's staff, including its officers and directors and whether hired or not, cannot be held personally liable for any damage.
- 15.6. If Rainbow Sensing is in breach of its obligations under the Agreement and/or these Terms and Conditions and the breach can still be remedied, it can only be liable if it has been granted a reasonable period of at minimum 10 (ten) working days to remedy the breach, after having been served a notice of default which describes the breach in as much detail as possible so that Rainbow Sensing has the opportunity to respond adequately.
- 15.7. Any damage must be reported to Rainbow Sensing in writing as soon as possible after the damage has occurred and ultimately within one (1) month thereof. The right to compensation of damage lapses by the expiry of a period of six (6) months following the moment the cause of the claim arose, if no claim for compensation of damages is submitted to Rainbow Sensing in writing.
- 15.8. The Client indemnifies and holds harmless Rainbow Sensing from the reasonable costs and damages related to third-party claims that are the result of the Client's non-compliance with these Terms and Conditions and/or an Agreement and/or otherwise caused by the use of the Application.

16. FORCE MAJEURE

- 16.1. A Party cannot be held to perform an obligation if it suffers a force majeure event.
- 16.2. Force majeure, other than with respect to the Client's payment obligations, shall be (as applicable on the part of Rainbow Sensing), without limitation: failure of electronic communication systems (including without limitation telecommunication systems, computer systems, internet communication, satellite communication), malicious attacks, hacking, DDOS attacks and the like, failure or errors in third-party software or hardware, acts including defaults of third-party suppliers hired by Rainbow Sensing, strikes, labour-disputes, non-availability of staff due to unforeseeable circumstances, government imposed or induced measures, failure of electricity and communication systems, shortage of materials, delay in transport, fire, natural disasters, vandalism, war, riots, terrorist actions.

17. TERM AND TERMINATION

- 17.1. The Agreement has the duration as agreed in the Agreement or, in absence thereof, a term of one (1) year. Unless agreed otherwise with Rainbow Sensing in writing, the Agreement and the License are tacitly renewed for the same period as the initial term unless it is terminated for convenience

in writing by either Party ultimately three (3) months before the renewal term starts. If the Client terminates the Agreement during its term (including any renewal terms), the fees remain due for the remainder of the term; in case the fees were paid in advance, the Client does not have a right to restitution and if the fees were not paid in advance, the Client will pay the remainder of the fees upon Rainbow Sensing's first request. Rainbow Sensing is entitled to terminate an Agreement for consultancy Services for convenience with a two weeks' notice.

- 17.2. Rainbow Sensing is entitled to, at its choice terminate or rescind the Agreement without liability, if the Client is in breach of its obligations under the Agreement, the Usage Limitations and/or these Terms and Conditions. If the breach can be remedied, if the breach is not a warranty breach and if the breach has not already caused damage, Rainbow Sensing will grant the Client a term of (5) five working days in a notice of default to remedy the breach. More specific termination clauses (herein) prevail over this clause.
- 17.3. If Rainbow Sensing is in breach of its obligations under the Agreement and/or these Terms and Conditions, termination or rescission is subject to the notification procedure set out in section 15.6.
- 17.4. Rainbow Sensing is entitled to, at its choice, terminate or rescind the Agreement without notice of default and without liability if (i) the Client requests for or is granted moratorium of payment, provisionally or otherwise, (ii) the Client's bankruptcy is requested or is granted, (iii) the Client becomes insolvent, (iv) a winding-up petition is filed in respect of the Client, (v) the Client's company is wound up or terminated for reasons other than reconstruction or the merger of companies, (vi) a situation occurs in a different jurisdiction with respect to the Client that is similar to any of the aforementioned situations or (vii) it is required to do so by applicable law or regulation or upon a government authority's order.
- 17.5. If Rainbow Sensing decides to stop offering the Application in its entirety and if an Agreement is then still in place, it is entitled to terminate the Agreement by written notice and without liability, thereby taking into account a notice period of three (3) months.
- 17.6. After the Agreement ends, unless agreed otherwise (e.g. in open source license terms):
 - a) In case Rainbow Sensing hosts the Application: the Client (if applicable) nor any of their Users shall be entitled to access or use the Application (save for during the exit procedure set out below);
 - b) Rainbow Sensing is entitled to block Client and the Users from using the Hosted Application;
 - c) Rainbow Sensing is entitled to deactivate the On Premise Application;
 - d) The Application must be removed from any Client or third-party environments it is located on;
 - e) If Rainbow Sensing ends the Agreement due to the Client's breach, all due future amounts for the License become immediately payable and any amounts paid upfront are forfeited and do not have to be repaid;
 - f) The provisions of the Agreement and these Terms and Conditions that by their nature are intended to continue after the end of the Agreement will continue to apply, including in any event the provisions on the Client's payment obligations, the below exit provisions, provisions related to Intellectual Property Rights, confidentiality, liability and miscellaneous provisions.
- 17.7. The following provision applies only to Hosted Applications where Rainbow Sensing hosts the Data. During the termination notice period or if the Agreement has ended other than due to Client's breach of the Agreement and/or these Terms and Conditions, the Client can inform Rainbow Sensing of its decision to switch to another service provider or to an on premise infrastructure or to delete the Data. Rainbow Sensing shall, provided that all outstanding invoices for the fees as well as any collection costs and accrued interest in relation to unpaid invoices have been paid, support the Client in exiting the Services by handing over the Data or allowing the Client to access the Application to download the Data in a secured commonly used format

determined by Rainbow Sensing during a maximum period of 30 (thirty) days. Rainbow Sensing may, as permitted by law, charge its then current consultancy fees to the Client for these exit Services. Rainbow Sensing will continue to provide the Application and ensure its and the Data's security during the termination notice and download period.

18. MISCELLANEOUS

- 18.1. These Terms and Conditions form an integral part of the Agreement. In case of conflict between the Agreement and these Terms and Conditions, the Agreement prevails. The Client's terms and conditions do not apply unless these are explicitly accepted by Rainbow Sensing in writing. The Client acknowledges that these Terms and Conditions are binding irrespective of how they were made available, e.g. by reference to an online location, and irrespective of whether the Client has read them or not.
- 18.2. The Client warrants that any person signing or agreeing to the Agreement, is authorized to represent and legally bind the Client. The Client waives any rights it may have in relation to such person not being authorized to bind it.
- 18.3. Rainbow Sensing can only be bound to an obligation to deliver a result and/or delivery where time is of the essence if it explicitly accepts to do so in writing.
- 18.4. Notices are to be sent in writing using the contact details and contact person(s) so indicated by each Party. Where these Terms and Conditions use the term 'in writing' this also means emails or another electronic method addressed at the last known (electronic) address made known by the other Party or known to the sending Party, with which, prior to that, there was successful communication, which is to be evidenced by the sending Party.
- 18.5. The Client is not entitled to transfer, assign, delegate, encumber or otherwise give in security its rights and/or obligations ensuing from the Agreement and/or these Terms and Conditions, whether in whole or in part, to any third party without Rainbow Sensing's prior written consent. The Client gives its consent to the transfer of Rainbow Sensing's rights and obligations in relation to the Agreement to an entity that is part of Rainbow Sensing's group of companies.
- 18.6. If any provision of the Agreement and/or these Terms and Conditions is invalid or unenforceable, the validity and enforceability of any such provision in any other respect and of the remaining provisions shall not in any way be impaired. The provision shall be deemed replaced by a valid and enforceable provision which is closest to its original intention.
- 18.7. Rainbow Sensing is entitled to amend these Terms and Conditions at all times and shall give Client reasonable notice of important amendments prior to the start date of the amended Terms and Conditions. If Client objects to the amendments and these objections cannot be addressed by Rainbow Sensing it can choose to continue the agreement under the old terms or terminate the agreement.

19. APPLICABLE LAW

- 19.1. The Agreement and these Terms and Conditions are exclusively governed by the laws of the Netherlands. Conflict laws determining otherwise, and the United Nations Convention on Contracts for the International Sale of Good 1980 are excluded.
- 19.2. Articles 6:227b and 6:227c Dutch Civil Code are not applicable, in as far as it is possible to exclude those provisions and the Client waives any rights it may have to rescission or annulment of the Agreement and/or these Terms and Conditions pursuant to those articles.

20. DISPUTE RESOLUTION

- 20.1. In case of a dispute between the Parties, the dispute shall be brought before the competent court in The Hague, the Netherlands.

20.2. The foregoing is however without prejudice to Rainbow Sensing's right to bring the dispute before the Netherlands Arbitration Institute (NAI), in which case it will be handled in accordance with the NAI arbitration rules. Arbitration will take place in the Netherlands, the Hague, by one arbitrator in English. The arbitrator is appointed pursuant to the list procedure. Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure is excluded.