GENERAL TERMS AND CONDITIONS OF PORTBASE B.V.

We recommend that you read through these General Terms and Conditions (GTC) carefully.

Thank you for your application to become a Client of Portbase. By becoming a Client, you too will benefit from efficiency, cost savings and ease of use, and you will also be using our Services to promote efficiency in Dutch ports and improve logistical planning throughout the transportation chain.

You can enter into an agreement with Portbase by filling in, electronically signing and submitting the Application Form (including its annexes) online on our Website, which is also where you will find this Form. The Application Form must be signed by an authorised representative of your company. The agreement between you and Portbase comes into being as soon as Portbase has received your Application Form and confirmed [its acceptance of] your application.

You can only enter into an Agreement with us if you are acting in the conducting of a profession or business. Portbase does not provide any Services to consumers.

These General Terms and Conditions apply to the Agreement to be entered into between you and Portbase. By signing and submitting your Application Form, you declare that you have read and understood our General Terms and Conditions (GTC) and are in agreement with their content.

You can download both the Application Form you have signed and these GTC - and if desired save them and/or print them out - from our Website. Upon request we can send them to you too.
During the term of the Agreement, you can use our Website to expand and/or restrict the use you make of our Services.

These GTC now apply to both the Community Solutions and the Partner Solutions, as well as to the Data Services that are part of the latter.

These GTC also apply to any new Services that you purchase during the term of the Agreement.

1.   Terms and definitions
1.1   The terms indicated below with a capital letter have the following meaning in both these GTC and in the above preamble. It is also true in this regard that the singular form includes the plural form and vice versa.

- '**Application Form**': the digital or paper form to be signed by a legally valid representative of the Client that the Client uses to request Services.
- '**Account**': the account to be created by the Client that he/she can use to request Services and - once an Agreement has been formed - to access the agreed Services.
- '**Account Conditions**': the terms and conditions as amended that apply to the use of the Account, which terms etc. may be viewed on our Website.
- '**General Terms and Conditions**' (GTC): these general terms and conditions, which have been filed with the Rotterdam Chamber of Commerce.
- '**API**': the application programming interface provided by Portbase that can be used to provide Data and/or functionalities to the Client.
- '**Community Solutions**': the services that the Client agrees on with Portbase via the Application Form; under these services, the Client can use the Port Community Services to exchange information with the authorities and other businesses.
- '**Data**': Client Data and Portbase Data.
- '**Data Customer**': the Client who purchases Data (via Partner Solutions) from the Data Owner or Data Services Provider.
- '**Data Owner**': the Client and/or Portbase who offers Data via the Data Services and/or (possibly via a Data Services Provider) provides Data to a Data Customer.
- '**Data Services**': providing services via Partner Solutions under which Data can be provided.
- '**Data Services Provider**': either the natural person acting in the conducting of his (or her) profession or business or the legal entity

that offers Data Services, this being either Portbase, the Data Owner or a third party.
- '**User**': any natural person authorised by the Principal Administrator to use the Services via the Account.
- '**Principal Administrator**': the natural person appointed by the Client to administer his (or her) Account as laid down in the Account Conditions.
- '**Login Data**': the unique name or user name, the unique password and any token by which the Principal Administrator grants a User access to the account.
- '**Intellectual Property Rights**' (IPR): all rights of intellectual property and related rights, including copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and other related rights, as well as rights to knowhow and to performances on a par with a patentable invention.
- '**Client'**: the natural person acting in the conducting of his (or her) profession or business or the legal entity who/that has entered into an Agreement with Portbase. Portbase does not provide any Services to consumers.
- '**Client Data**': data originating from the Client that is processed as part of the Services.
- '**Agreement**': the agreement entered into between Portbase and the Client regarding the Portbase Services to be provided to the Client, which these General Terms and Conditions and the Application Form are always part of.
- **'Party'**: Portbase or the Client.
- '**Parties**': Portbase and the Client.
- **'Partner Solutions'**: Portbase's online platform, including the online catalogue of Data Services - also known as the 'marketplace' - and any and all other applications designated by Portbase to this end, on which Portbase, Clients and/or third parties can offer and/or purchase Data to/from Data Services.
- '**Personal Data**': personal data as defined in the GDPR (the General Data Protection Regulation).
- '**Portbase**': Portbase B.V. with registered office in Rotterdam at Blaak 16, 3011 TA Rotterdam in the Netherlands, registered in

the Commercial Register of the Dutch Chamber of Commerce under number 24338021.
- '**Portbase Data**': data originating from Portbase or from third parties engaged by Portbase and/or data enriched by Portbase that Portbase processes when providing its Services.
- **'Port Community System'**: Portbase's online platform on which the Community Solutions are offered.
- '**Privacy Statement**': the applicable Portbase privacy statement that can be viewed at https://www.portbase.com/en/privacy-statement/.
- **'Services'**: Community Solutions, Partner Solutions and/or Data Services.
- **'Information Security Statement'**: Portbase's applicable policy on information security, which can be viewed on the Website.
- **'Website':** the Portbase website that can be accessed at http://www.portbase.com.
- '**Working Days**': each day from 8.00 a.m. to 6.00 p.m. CET, excluding Saturdays, Sundays and nationally recognised public holidays in the Netherlands.

2.   Applicability
2.1   These GTC apply to all quotations and offers made by Portbase, to the Application Form and to all Agreements and legal acts (and other acts) between Portbase and the Client, these expressly including the purchasing of new Services during the term of the Agreement.
2.2   The GTC also apply every time the Client uses the Website.
2.3   The applicability of other general (or other) terms and conditions is expressly excluded, unless Portbase has expressly consented to them or unless these GTC expressly determine otherwise.
2.4   Portbase is entitled to amend or replace these GTC and to declare that the amended and new GTC apply to the current Agreement with the Client. Portbase will inform the Client in writing no later than two (2) months prior to the effective date. If the Client does not wish to consent to the amended or new GTC then the Client is entitled - within 1 (one) calendar month of being informed about the amended or new GTC - to

terminate the Agreement with effect from the date on which the amended or new GTC come into force. Termination must either be made in writing or online via the Account. If the Client does not utilise this right on time or at all then the amended or new GTC will be deemed to have been accepted by the Client.

2.5   These GTC will be provided free of charge by email or post upon an initial request.

3.   Communication

3.1   Any and all communications between Portbase and the Client can take place electronically (incl. digitally and online). If these GTC state that the communication must be made in writing then this includes by e-mail, unless expressly determined otherwise in these GTC and/or the Agreement and/or by law.

3.2   The electronic communication received and/or stored by Portbase is deemed to be proof of this, subject to evidence to the contrary from the Client.

3.3   Electronic communication will be deemed to have been received on the day it was sent, unless the recipient provides evidence to the contrary. If the communication is not received due to a delivery or accessibility problem on the part of either the addressed party or a third party engaged by the addressed party then this is the addressed party's risk.

4.   Formation of the Agreement

4.1   Unless otherwise agreed with the Client, the Agreement with Portbase is formed in the following way: the Client enters into an agreement with Portbase by filling in, electronically signing and submitting the Application Form including its annexes online (on the Website).The Application Form must be signed by an authorised representative of the Client. The Agreement between you and Portbase does not come into being until Portbase has received the Application Form and has accepted it by means of a confirmation.

4.2   Article 6:227b paragraph 1 of the BW (Dutch Civil Code) concerning the duty of disclosure for electronic commerce and Article 6:227c paragraphs 1-5 of the BW concerning further provisions for electronic commerce do not apply to the Agreement.

5.   Services

5.1   During the term of the Agreement, Portbase will endeavour to provide the Services to the Client with care and to the best of its ability and where appropriate will do so in accordance with the Client's written arrangements and procedures.

5.2   Portbase does not warrant that the Services will operate error-free and without interruption but will endeavour to resolve any errors and interruptions as soon as possible.

5.3   At its discretion, Portbase is entitled to modify the Services (or to have this done), provided that Portbase informs the Client about this within a reasonable period of time and the Services are not modified materially. The Client is obliged to comply with all additional instructions regarding the use of the Services that may be prescribed and amended by Portbase, unless this cannot reasonably be required of the Client.

5.4   The Client is himself responsible for assessing whether the Services are suitable for his envisaged purposes and is also responsible for the presence and proper functioning of the hardware, software, Internet and/or telecommunication facilities he needs to use the Services. If changes to the relevant hardware, software, Internet and/or telecommunication facilities are necessary in order to use the Services then Portbase will inform the Client of this via the release schedule sent to all Clients every quarter.

5.5   If the Client wishes to modify the number and/or type of Services then the Principal Administrator must request this from Portbase using the Application Form. The request will be accepted (and thus the Agreement amended) by means of a confirmation from Portbase. This confirmation by Portbase can either be made online or by providing the amended and/or new Services.

5.6   Portbase reserves the right to temporarily close down the Services for the

purposes of the maintenance, modification or improvement of the Services and/or to provide the related systems needed for the Services and/or to rectify any faults.

5.7 Wherever possible, Portbase will carry out this closing down outside Working Days, will not let it last longer than necessary and will give the Client reasonable advance notice of it, namely a minimum of 1 (one) weeks' notice, unless the closing down could not have been foreseen by Portbase. Portbase is not liable for any injury (which term throughout these GTC includes loss, harm and damage) arising from a closing down as referred to in this Article, provided that Portbase makes sufficient efforts to ensure that the closing down does not last longer than necessary.

5.8 When providing the Services, Portbase may engage third parties as it sees fit.

5.9 The generic service levels as amended that are stated on the Website apply to the Services. The Client declares that he has read and understood the details of these service levels and consents to them.

5.10 If the Client uses his own application planning interface (API), irrespective of whether it is provided by a software vendor selected by him then he (the Client) is himself responsible for ensuring that this interface links up with the Services and works with them. In that case, Portbase cannot be held responsible for the proper functioning of the Services and cannot accept any liability at all in this respect.

6. Account and Login Data

6.1 Portbase will provide one or more sets of Login Data for the Account via the Principal Administrator that allow the User(s) to access the Services.

6.2 The way in which the Client accesses and can use his Account is laid down in the Account Conditions, which apply in their entirety to the Agreement and the Account.

6.3 The Client's use of the Account and the Services is entirely for his own risk. The Client likewise bears the risk of incorrect or unauthorised use of his user name and/or password.

6.4 The Client is not permitted to transfer his Account to - or make it available to - a third party without the prior written consent of Portbase. Neither the Client's user name nor his access to the Services nor any rights that arise from this are transferable.

6.5 Portbase is permitted to transfer to a Portbase group company the Account and the terms and conditions that apply to it. Portbase will inform the Customer of this in a timely manner and in advance in writing.

6.6 As soon as Portbase knows or reasonably suspects that a Client, Principal Administrator and/or User has acted and/or is acting contrary to the provisions of this Article then Portbase is entitled. provided that it is proportionate and commensurate, to take all appropriate measures that it deems advisable to end the situation and/or limit the resulting injury for Portbase and/or third parties (this including the immediate suspension or blocking of access to and use of the Services by the Client, Principal Administrator and/or User). Portbase is not liable for injury arising from the appropriate measures referred to in the previous sentence as long as Portbase has informed the Client beforehand about the appropriate measures to be taken, unless in the circumstances in question they could not in all reasonableness have been required of Portbase.

7. Data and Intellectual Property Rights (IPR)

7.1 The Data that Portbase provides to the Client via the Account and/or the Services is provided entirely without obligation. The Client cannot derive any rights vis-à-vis Portbase in this regard.

7.2 Portbase is not and will not become the owner of the Client Data. The Client continues to be the owner of his Client Data and Portbase will solely use the Client Data to provide the Services to the Client, this including (if this is part of the Service) the sharing of Client Data with the parties involved in the execution of the Service in question, the in-house analysis and improvement of the existing Services and the in-house development of new Services, unless the Parties expressly agree otherwise in

writing.

7.3 Portbase is not responsible in any way at all for the content of the Client Data. The Client warrants to Portbase that the Client is entitled to process the Client Data and will ensure that the Client Data provided is both lawful and accurate.

7.4 The Client is not and will not become the owner of the Portbase Data. Portbase or the third parties engaged by Portbase remain(s) the owner of the Portbase Data and the Client will solely use the Portbase Data during the term of the Agreement to the extent necessary for the use of the Services provided by Portbase to the Client, unless the Parties expressly agree otherwise in writing.

7.5 The Client bears no responsibility at all for the content of the Portbase Data.

7.6 The Agreement does not affect the rights that the Parties can cause to be asserted in respect of their respective Data.

7.7 All Intellectual Property Rights (IPR) relating to the Services are vested in Portbase or its licensors. Portbase hereby grants the Client (solely for the term of the Agreement) a right of use (or sub-right of use) that is neither exclusive nor transferable.

7.8 The Parties do not transfer any IPR in the context of the Agreement and/or the use of the Services.

7.9 If and in so far as IPR can be exercised in respect of the Client Data sent by the Client via the Services, these rights remain vested with the Client or his licensors. The Client hereby grants Portbase (solely for the term of the Agreement) a right of use (or sub-right of use) that is neither exclusive nor transferable.

7.10 If and in so far as IPR can be exercised in respect of the Portbase Data processed by Portbase for the Services then these rights remain vested with Portbase or its licensors.

7.11 Portbase indemnifies the Client against third-party legal actions that result from the use that the Client makes of the Services provided by Portbase being in breach of the IPR of the third parties in question, apart from in so far as the breach is

caused by the Client failing to fulfil his obligations under the Agreement.

7.12 The Client indemnifies Portbase against third-party legal actions that result from the use that Portbase makes of the Client Data that the Client provides to Portbase being in breach of the IPR of the third party in question, apart from in so far as the breach is caused by Portbase failing to fulfil its obligations under the Agreement.

7.13 A precondition for the indemnifications referred to in this Article is that the indemnified Party informs the indemnifying Party in writing without delay about the third-party claim and its handling, this including about any settlement agreed.

8. Fees and tariffs

8.1 The Client owes Portbase a fee for using the Services, unless the Parties have agreed otherwise in the Agreement.

8.2 The fee(s) that the Client owes Portbase under the Agreement will be billed to the Client monthly at the end of the month in question. The fees and tariffs applied by Portbase are quoted in the quotation provided by Portbase before the Agreement is formed.

8.3 The amount of the fees and tariffs as referred to in this Article may be amended by Portbase in the interim. Portbase will notify the Client in writing of the amended fees and tariffs no later than two (2) months prior to amendment. If the Client does not wish to agree to the new fees and tariffs then the Client is entitled - no later than 1 (one) calendar month after being informed of the new fees and tariffs - to terminate the Agreement with effect from the date that the new fees and tariffs come into force. Termination must either be made in writing or online via the Account. If the Client fails to exercise this right in time or at all then the new fees and tariffs will be deemed to have been accepted by the Client.

8.4 In addition to the provisions in Article 8.3, Portbase is entitled to adjust its fees and tariffs annually as at 1 January on the basis of the increases in the CBS Dutch Consumer Price Index (the indexation basis used by Centraal Bureau voor de Statistiek/Statistics

Netherlands) for the most recent October-September period. The intention to make an adjustment must be communicated by Portbase to the Client as soon as possible but at the latest by 1 December of the preceding year.

8.5   All fees, tariffs and other levies that the authorities impose are exclusive of value added tax (VAT).

9.   Payment and invoicing

9.1   Portbase bills the Client monthly in arrears for the fee(s) described in Article 8. Payment must be made no later than 30 (thirty) days after invoice date, without the Client applying any rebate, suspension or set-off.

9.2   If the Client objects to an invoice then no later than 30 (thirty) calendar days after invoice date he must submit his properly reasoned objections in writing (by e-mail) to Portbase, this without prejudice to the Client's obligation to pay the undisputed part of the invoice. Once the above deadline has elapsed, the Client is no longer entitled to dispute the invoice.

9.3   Portbase will charge the Client by direct debit all amounts he owes Portbase, unless the Parties expressly agree otherwise.

9.4   The Client accepts in this regard that Portbase sends electronic invoices to the Client's e-mail address known to Portbase.

9.5   If Portbase cannot collect the amounts owed by the Client by the payment deadline stated in Article 9.1 then Portbase is entitled: (i) without a notice of default or other notification being needed for this, to charge the statutory commercial interest by virtue of Article 6:119a BW on the full amount owed by the Client from the date that the payment should have been made to the date when the amount owed is received by Portbase and (ii) following a notice of default, to transfer the claim to a third party for collection. The Client will reimburse all costs that Portbase and this third party must incur in order to collect the sum owed, this including the costs of legal assistance, legal costs and extrajudicial costs, this last item with a minimum of 15 (fifteen) percent of the outstanding amount and (iii) to suspend, block or immediately end the access to and the use of the Service(s) by the Client or the provision of its Services, unless this should prove unacceptable by the standards of reasonableness and fairness given the amount outstanding.

10.   Data security and privacy

10.1   Each of the Parties will implement appropriate technical and organisational measures to protect the Data against both loss and any form of unlawful access. Taking the prior art and the costs of implementation into account, these measures will provide an appropriate level of protection for the risks associated with the Services and the nature of the Data to be protected.

10.2   If a Service includes Personal Data then the Parties will take measures that comply with the applicable privacy legislation and regulations in order to ensure an appropriate level of technical and organisational protection and processing of this Personal Data.

10.3   The Client declares that he has read and understood both Portbase's Privacy Statement and its Statement on Information Security. Portbase is entitled to amend its Privacy Statement and its Statement on Information Security from time to time.

11.   Illegal content and the notice & takedown procedure

11.1   The Client is not permitted, including via third parties, to offer, store or otherwise disseminate unlawful, illegal or otherwise harmful content via the Services, or to use the Services (or allow them to be used) for unlawful, illegal or otherwise harmful purposes. Content or use can be harmful, unlawful or illegal by virtue of legislation and regulations either because it relates to unlawful or illegal activities or because it otherwise violates Portbase policy. Content or use deemed to be unlawful, illegal or otherwise harmful will in all cases include (NB. This list is not exhaustive):

a) use that is pornographic, offensive and/or violent in nature;

b) use that in any way violates public order and/or common decency;

c) discrimination on the basis of race, gender, religion and/or personal beliefs;

d) the development, facilitating and/or advertising in any way of illegal activities;

e) the sending (or causing the sending of) spam, unrequested marketing information or other information not in line with Portbase's policy;

f) violating in any way personal rights, this including but not limited to intellectual property rights (IPR) or privacy-related and/or personality rights of Portbase, Users (or other Users) and/or third parties;

g) in any way violating and/or acting contrary to the provisions in these GTC, the Account Conditions, the Statement on Information Security and/or the Privacy Statement;

h) in any way modifying, duplicating, distributing or licensing Portbase Data, Services, APIs and/or related applications and/or use that violates in any way the good name and/or reputation of Portbase, Clients (including other Clients) and/or third parties;

i) the uploading, posting or processing of personal information or personal (or other) data, passwords or access codes of Users (or other Users) contrary to the provisions in these GTC, the Account Conditions, the Statement on Information Security and/or the Privacy Statement;

j) the full or partial reverse engineering (or causing this to be done) of, or the disassembling or decompiling etc. (or causing this to be done) of, the source code, syntax and/or structure, sequence and/or organisation of, the API and/or Services and related applications;

k) the circumventing of security measures or technical restrictions of the APIs and/or Services;

l) using the Services, the related applications and/or the APIs in any way that is harmful or unsafe for Portbase, the Users (including other Users) and/or third parties, including through the uploading of excessive quantities of data;

m) disrupting Users' experience of the Services, incl. by modifying the corporate identity, the Portbase website or affiliated websites or apps;

n) transmitting a virus or other harmful computer code;

o) use that is otherwise in breach of applicable legislation and/or regulations;

p) use that makes possible any or all of the outcomes mentioned above under paragraphs a. to o. inclusive;

11.2   If the Client is of the opinion that the Services contain unlawful, illegal or otherwise harmful content then the Client will contact Portbase as soon as possible at the e-mail address security@portbase.com. The Client's notification must in all cases include a brief reason for the notification of and the exact location of the allegedly unlawful or illegal content. If necessary, Portbase can request the identity of the Client making the notification.

11.3   Portbase will then make a decision about the Client's notification and will endeavour to inform the Client of this decision within 10 (ten) Working Days.

11.4   If the Client does not agree with the decision Portbase makes about the notification then he can file an objection with the Legal department at the e-mail address legal@portbase.com. This department will then make a decision about the Client's objection and will endeavour to inform the Client of this decision within 15 (fifteen) Working Days.

11.5   As soon as possible, Portbase will proceed to delete the unlawful, illegal or otherwise harmful content, and, if Portbase deems this necessary, to the blocking (which may be temporary or partial), closing or removal of the Account or Services, once Portbase has verified that the content is indeed unlawful, illegal or otherwise harmful. Portbase will communicate a decision made to this end, including its clearly stated reasons, to the Client to whom the decision relates.

11.6   If the situation described in Article 11.1 occurs then Portbase is also entitled to terminate the Agreement in whole or part with immediate effect.

11.7   At least 1 time (i.e. once) a year, Portbase will publish a transparency report in which it will state such information as the

number of orders received from the authorities to delete illegal content, the content moderation carried out on Portbase's initiative, the IT tools (if any) that Portbase used for content moderation, and the number of complaints and notifications received by Portbase.

11.8 Portbase is not liable for any injury that arises from measures taken that are referred to in this Article.

12. Confidentiality

12.1 If and in so far as the execution of the Agreement leads to one Party learning another Party's confidential information, this including but not limited to Data, then this receiving Party will only use this information to execute the Agreement and Services and will limit access to this information to those persons who need to know it for that purpose. The Parties warrant that these persons will be obliged to treat this confidential information confidentially.

12.2 The term 'confidential information' does not include information that was already public when the receiving Party learned it or that became public subsequently, or that the receiving Party received from a third party without an obligation imposed on it to maintain its confidentiality or without this third party being obliged to do so.

13. Liability and indemnification

13.1 Portbase exercises due care when providing the Services and is liable for the injury suffered by the Client that is the result of an attributable shortcoming on the part of Portbase in the performance of the Agreement or of an unlawful act perpetrated against the Client by Portbase, this however solely within the limits of the limitations, terms and conditions set out in these GTC.

13.2 The total liability of each Party for all claims related to a Service that arise on whatever grounds is limited to the direct loss, this up to the amount billed for the Service in question during the 12 (twelve) months preceding the occurrence of the injury. Portbase's liability for Services that it provides free of charge is excluded.

13.3 No Party is liable for indirect loss, consequential loss, lost profits, missed savings, loss of goodwill, loss caused by business interruption, injury as the result of claims made by the other Party's customers, mutilation or loss of Data and/or other information, injury related to the use of third-party items, materials or software stipulated by the other Party, and injury related to the engaging of suppliers that the Client required Portbase to use.

13.4 Without prejudice to Article 13.3, Portbase is not liable either for:
a) injury related to Portbase's procedures for Client participation and identification when Portbase provides the Services;
b) injury related to the use of Portbase's Services or to any impediment to this;
c) injury as the result of faults in the data/telecommunications infrastructure (including software) and/or an error and/or delay in the Services;
d) injury resulting from use of the Services;
e) injury resulting from use of the Data including via an API or the uploading of Data, this including but not limited to injury and costs resulting from the inadequate functioning of the relevant API(s), technical faults, incorrect Data and/or related information;
f) injury resulting from incorrect, outdated and/or incomplete Data and/or information that is offered via the Services and/or from the incorrect, incomplete or delayed provision of Data and/or information to a Client;
g) injury resulting from the failure to realise a Service between Clients for whatever reason and/or for injury resulting from the use of one or more Services or Data and/or any service provision offered by Portbase in this context.

13.5 The Client indemnifies Portbase at all times against third-party claims that are based on the fact that these third parties suffered injury as the result of the provision of the Services by Portbase to the Client or to the Client's use of the Services.

13.6 A precondition for the creation of any right to compensation is in all cases that the Party suffering the injury informs the perpetrating Party of this injury by means of a

written notice of default no later than 30 (thirty) calendar days after the day on which he established the injury or should have reasonably established it, in so far as this is required by law, and that he grants this perpetrating Party a reasonable period of time for fulfilment after all and in doing so takes measures to limit the injury as far as possible.

13.7   The limitations and exclusions to liability set out in these GTC will no longer apply if and in so far as the injury is the result of wilful misconduct or gross negligence on the part of the perpetrating Party, its directors or its managers in practice. In addition, the limitations and exclusions to liability set out in these GTC do not apply to the indemnifications also included in these GTC.

13.8   Portbase is not liable for injury already suffered or to be suffered by the Client as the result of the fact that the Client in the case of an emergency did not follow (or failed to properly follow) the applicable back-up procedure stipulated by either Portbase or another competent authority. Portbase's backup procedures can be found at https://support.portbase.com/en/backup-procedures/.

13.9   The provisions in this Article also apply in favour of all natural persons and legal entities that Portbase uses to execute the Agreement and/or in favour of all natural persons and legal entities that provide data to Portbase for the execution of the Services.

14.   Force majeure

14.1   Without prejudice to Portbase's obligation to take the care a good service provider takes when fulfilling the Agreement, neither Party is obliged to fulfil one or more obligations - other than obligations to pay monies - if they are prevented from doing so as the result of force majeure. Force majeure is deemed to include: fire, explosion, power failure, earthquake, flood, very serious storm, strike, embargo, terrorism (including cyberterrorism), natural disasters, epidemics or pandemics, actions or negligence by Internet traffic services, actions or negligence by regulatory government bodies (including the implementation of legislation and regulations or other government actions that affect the provision of the Services). In these cases, the Party affected by force majeure will never be liable.

14.2   If the state of force majeure persists for more than 3 (three) months then Portbase is entitled to terminate the Agreement in whole or part with immediate effect, without it (Portbase) being liable for compensation.

15.   Term and termination

15.1   The agreement is entered into for an indefinite period of time and can solely be terminated as laid down in these GTC.

15.2   Each of the Parties can terminate Services and/or the Agreement as at the end of a calendar month, with due observance of a notice period of 1 (one) calendar month. Termination must be made either in writing or online via the Account.

15.3   Termination of Data Services purchased by a Data Customer from a Data Services Provider other than Portbase will proceed via the Data Services Provider in question.

15.4   Each of the Parties may terminate the agreement in whole or part extrajudicially by means of a registered letter if the other Party is in default or if fulfilment is temporarily or permanently impossible, unless the shortcoming - given its special nature or minor significance - does not justify this termination and/or its consequences.

15.5   Either Party can terminate the agreement with immediate effect in whole or part extrajudicially without prior demand or notice of default by means of a registered letter, if the other Party applies for or is granted a payment moratorium or if the other Party is declared bankrupt or if a prejudgment seizure or executory seizure is imposed on the assets of the one Party that is not lifted by a time 30 (thirty) days after garnishment, this jeopardising the continuity of the one Party's business operations or if the other Party's business is wound up or discontinued other than for the purpose of merging businesses.

15.6   If a Party invokes his right to terminate or cancel as referred to in this Article then all claims that the terminating Party has on the

other Party become immediately due and payable in their entirety. The other Party is obliged to take the necessary measures to make it possible for the terminating Party to exercise its rights.

15.7   In the case of a termination or cancellation as referred to in this Article, those provisions that by their nature are intended to remain applicable after termination of the Agreement will remain in force for as long as the relevant Party can reasonably require them to remain in force.

16. Applicable law and competent court

16.1   Dutch law alone applies to the Agreement and these GTC. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.

16.2   Disputes that arise in connection with this Agreement - including disputes about its existence and validity - that are not resolved amicably will in the first instance be settled by the competent court in Rotterdam, unless Portbase elects to enforce performance of the Agreement in the district where the Client has his head office.

17. Concluding provisions

17.1   The provisions of this Agreement determine - jointly with these GTC - the legal relationship between the Parties and replace all previously made agreements, arrangements and statements made by Portbase in respect of the Services. This is deemed to be an agreement as to burden of proof.

17.2   If any provision of the Agreement or these GTC is declared to be null and void, nullifiable or otherwise unenforceable then Portbase is entitled to replace this provision with a provision that comes closest to the purpose and scope of the original provision. In that case, the other provisions of the Agreement and GTC remain in force in full.

17.3   In the event of inconsistency between the provisions of these GTC and another part of the Agreement, the provisions of the Agreement will prevail.

17.4   The General Terms and Conditions (GTC) are available in Dutch, English and German. The Dutch version will prevail in the event of any inconsistency between the Dutch version and a version in another language.

17.5   The Parties will comply with the applicable legislation and regulations.

18. Contact point

18.1   In the event of any questions or complaints about the Agreement, GTC or the Services, the Client can turn to the Portbase support page (Portbase Support: https://support.portbase.com/en/) or (during Working Days) to the Portbase Customer Service Helpdesk, either by phone at +31(0)88-6252525 or by e-mail at customerservice@portbase.com.