

## General Terms and Conditions Gaudi

### Article 1 Definitions

In these General Terms and Conditions, the terms used in these general Terms and Conditions are defined as follows:

- 1.1 Gaudi: the contractor and user of these general Terms and Conditions. Established at the Westbaan 281 – 282 in Moordrecht and registered at the Chamber of Commerce under number 29049518.
- 1.2 Customer: the counterparty of Gaudi, who closed an agreement with Gaudi, uses the services or the software of Gaudi.
- 1.3 Services: all services that Gaudi offers to her customers such as: creating content, (player) hardware and software support.
- 1.4 Agreement: the agreement for the use of the services or software.
- 1.5 Software: the digital signage cloud-based content management software (CMS) developed by Gaudi.
- 1.6 Customer Equipment: the hardware and software which customer is required to have in use and enable the service and the software to be provided in accordance with this agreement.
- 1.7 Reseller: a person or company who sells the products and license of Gaudi to a customer.
- 1.8 CMS: the content management system where the customer can manage its content, accessible via [cms.gaudi.com](http://cms.gaudi.com)
- 1.9 License conditions: the conditions that apply to all software developed by Gaudi and in which customers get a right to use the software of Gaudi.
- 1.10 Terms and Conditions: these General Terms and Conditions.
- 1.11 Website: the websites of Gaudi, [www.gaudi.com](http://www.gaudi.com), [www.gaudi.nl](http://www.gaudi.nl) and [cms.gaudi.com](http://cms.gaudi.com).

### Article 2 Applicability of the Terms and Conditions

- 2.1 These Terms and Conditions are applicable to all agreements, services and software developed by Gaudi.
- 2.2 These Terms and Conditions also apply to contracts concluded through a reseller.
- 2.3 The applicability of any Terms and Conditions of the customer or other third party is expressly rejected.
- 2.4 These Terms and Conditions also apply to all agreements with the customer and Gaudi that are executed with the assistance of third – parties.
- 2.5 The acceptance by a customer without comment and retain a quotation or agreement to which reference is made to these Terms and Conditions shall constitute approval of the application of these Terms and Conditions.
- 2.6 By clicking the 'I accept' checkbox on the website, the customer agrees to the following Terms and Conditions which constitute a legally enforceable written end user agreement.
- 2.7 If a customer agrees to the terms of conditions on behalf of a legal entity, he represent then Gaudi assumes that the customer has the complete authority to enter into the agreement on behalf of the entity.
- 2.8 If a customer agrees to the Terms and Conditions, he declares that he is over the age of 18 years.
- 2.9 If one or more of the provisions of these general Terms and Conditions or of the accompanying agreement are invalid or set aside, the remaining provisions of these Terms and Conditions and the agreement shall remain applicable in full. Gaudi and the customer will in that case enter into consultation with a view to making an agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the context of the original provisions.
- 2.10 Situations that are not provided in these Terms and Conditions should be assessed 'in the spirit of' these Terms and Conditions.
- 2.11 Ambiguities regarding the interpretation or content of one or more provisions of these conditions should be interpreted 'in the spirit of' these Terms and Conditions.
- 2.12 If Gaudi does not require strict compliance with these Terms and Conditions, this does not mean that these Terms and Conditions do not apply, or that Gaudi loses the right to demand strict compliance with these Terms and Conditions in other cases.
- 2.13 Gaudi is entitled to change these Terms and Conditions. Minor changes may be made at any time.
- 2.14 Changes required in connection with the rules, policies, terms and / or third parties, can be made at any time. Such modifications are necessary in order to deliver the best possible services.
- 2.15 Deviations from these conditions are only binding if and insofar as they are confirmed in writing by Gaudi.

### **Article 3 Quotations**

- 3.1 Sent quotations in any form whatever are entirely free of obligation unless otherwise stated in writing.
- 3.2 The quotation is valid until 30 days after its date, unless Gaudi indicates otherwise.
- 3.3 If a quotation does not constitute acceptance within the period that is prescribed, a customer cannot derive any rights.
- 3.4 If a customer accepts a quote, Gaudi has the right to withdraw the offer within 5 working days after acceptance. If the acceptance differs to the offer set out in the quotation, Gaudi is not bound to those differing points. In the absence of statement to the contrary by Gaudi, the agreement will in that case not be formed without those different points.
- 3.5 All quotations are based on the information provided by the Customer. The customer warrants that he in good faith will provide all relevant information. If the information is incorrect or incomplete Gaudi has the right to change the quotation.
- 3.6 Gaudi cannot be held to its offer if the customer can reasonably understand that the quotation or a part thereof, contains an obvious mistake.
- 3.7 Given terms in a quotation are indicative. If Gaudi exceeds a given term, the customer has no right to terminate the agreement nor has any right for compensation, unless the parties have expressly agreed otherwise in writing.
- 3.8 Quotations are not automatically applicable to future orders.
- 3.9 All quotations, invoices and fees are excluding VAT and additional costs.

### **Article 4 Closing of agreements**

- 4.1 By register via the website of Gaudi, entering an agreement with Gaudi and /or using the software or services of Gaudi the customer agrees to the following Terms and Conditions.
- 4.2 An agreement between Gaudi and a customer is established at the time the customer signs the offer, order confirmation or agreement and Gaudi accepted the signed proposal, order confirmation or agreement.
- 4.3 An agreement is also established when the customer fills out the (free trial) form on the website of Gaudi and Gaudi has received full payment.
- 4.4 Also, there is an agreement if Gaudi on request by the customer starts with the execution of the agreement or the customer starts using the software.
- 4.5 Only written agreements or commitments apply. Parties can't give any rights to verbal or telephone appointments and commitments.
- 4.6 If an agreement is established by telephone the agreement is only established after it is confirmed in writing by Gaudi.
- 4.7 Gaudi is entitled, without giving any reasons, to refuse an agreement.
- 4.8 All data, information, materials and documents are part of the agreement, unless the parties have agreed otherwise in writing.
- 4.9 If Gaudi requires a deposit the customer has to pay the agreed deposit. Gaudi has the right to suspend the conclusion of the agreement until the customer has paid the deposit.

### **Article 5 Duration of the agreement**

- 5.1 To use the software, the customer has to close an agreement for a period of 1 month, 1 year or 3 years. The agreement will renew automatically for the same period, unless otherwise agreed.
- 5.2 The period referred in paragraph 1 shall begin on the day that Gaudi has confirmed the registration of the customer and the customer has received the login data.
- 5.3 After the in paragraph 1 noticed agreement period, the customer can end the agreement in writing and / or by e- mail with a notice period of 1 month.
- 5.4 The customer must be aware that, unless he terminates the agreement for the use of the software in accordance with this article, the agreement will automatically renew on the anniversary date of the contract for a successive contract term and he will be responsible for a further month, 1 year or 3 years. Prices whichever is applicable.
- 5.5 If the customer terminates the agreement any time after the anniversary date of the agreement the customer will still be required to pay the fees for the remaining period of the then current term of the agreement.
- 5.6 If the customer prematurely terminates the agreement, there will be no refund from already paid fees.

## **Article 6 Termination**

- 6.1 If the customer does not fulfil his obligations from the agreement, the license terms and / or these Terms and Conditions Gaudi has the right to terminate the agreement in whole or in part, without any liabilities.
- 6.2 If Gaudi terminates the agreement because a customer fails to meet his obligations, then Gaudi has the possibility to cease the services or block the access to the software. Gaudi will charge the remaining agreement period.
- 6.3 Gaudi can terminate the agreement or block the access to the software immediately if:
  - The customer fails to meet his contractual obligations in part or in full;
  - After entering into the agreement, Gaudi becomes aware of circumstances that give Gaudi good grounds for presuming that the customer will only meet his obligations in part or not adequately. The suspension shall only be permitted if justified by the shortcoming;
  - The customer does not in time or has fully paid the agreed deposit;
  - The customer undertaking ceases;
- 6.4 If the agreement dissolved, the claims of Gaudi on the customer shall become immediately due and payable.
- 6.5 If Gaudi suspends compliance with his obligations, he retains his claims by law and under the agreement.
- 6.6 In case of liquidation, suspensions of payments or bankruptcy of the customer, debt or other circumstances that customer does not freely dispose of his assets, Gaudi has the right to cancel the agreement without being liable for damages. Also Gaudi will not repay already paid fees to the customer.

## **Article 7 Execution of agreements**

- 7.1 All services and agreements Gaudi will execute to the best of his knowledge and ability and in accordance with high standards and with the expertise the customer can reasonably expect of Gaudi. Gaudi does not guarantee that any intended result will be achieved. Gaudi cannot guarantee that they continually achieve the desired result agreed with its software or services.
- 7.2 All delivery times listed are never deadlines. If the delivery time is exceeded the customer must therefore issue Gaudi with written notice of default.
- 7.3 Given the nature of the services and for the proper performance of its agreements, Gaudi has the right to have third parties perform the services in whole or in part.
- 7.4 Gaudi is subject and bound by rules, guidelines, policies and technology of third parties. All activities are performed in accordance with the rules and guidelines of these third parties. Having regard to the provisions of this clause, Gaudi has the right to change or to adjust her work without this giving the customer the right to dissolve the agreement or without this giving right to any compensation.
- 7.5 If the information required for the execution of the agreement or connection request is not issued to Gaudi on time or in full, Gaudi reserves the right to suspend execution of the agreement / connection request and / or to charge the customer with extra costs incurred as a result of the delay at the current market rates.
- 7.6 Gaudi cannot vouch for the use of the results of the agreement by the customer or third parties.

## **Article 8 Amendments to the agreement**

- 8.1 If during the execution of the agreement it becomes apparent that it is necessary to make amendments or additions to the agreement, the parties shall enter into consultation in good time and amend the contract accordingly.
- 8.2 Amendments or additions in the agreement are only possible with the express and written consent of Gaudi.
- 8.3 Without being in default thus Gaudi may deny a request to amend or supplement to the agreement. Gaudi then is entitled to payment for the services done on the original agreement.
- 8.4 If it is necessary for the agreement Gaudi is entitled to amend the agreement.
- 8.5 If after the conclusion of the agreement, it cannot be fulfilled due to circumstances which were not known at the conclusion of the agreement, Gaudi has the right to demand that the content of the agreement is amended so that implementation of the remains of the agreement is possible.
- 8.6 If the amendment or supplement to the agreement is the result of a circumstance that can be attributed to Gaudi, Gaudi will not charge customer for this.

## **Article 9 Service and software fees**

- 9.1 The service and software fees will be communicated by Gaudi to the customer and the customer undertakes to pay to Gaudi the fees. If such fees are not paid in accordance with the provisions hereof and any additional terms of payment communicated to the customer by Gaudi, all further access to the software will be blocked without any notice.

## **Article 10 Payment**

- 10.1 The payment of invoices must be made through Ideal, automatic collection or by bank / giro transfer.
- 10.2 Invoices and deposits have to be paid within 30 days after the invoice date, respectively after closing the agreement and/or acceptance of quotation.
- 10.3 If the agreement does not cover the purchase of the software but other services or products, such as: hardware, installation and/or training the price shall be payable as follows:
- 50% of the contractual price upon acceptance of quotation;
  - The other 50% within 30 days after delivery resp. Final acceptance
- 10.4 Payment of the use of the software will be due on the basis of the selected agreement period:
- If the customer has purchase the software monthly, he will be required to pay the fee in advance of the use of the software monthly;
  - If the customer has purchase the software annually (1 year) he will be required to pay annually in advance.
  - If the customer has purchase the software for 3 years, he will be required to pay in advance for 3 years.
- 10.5 The fee of the use of the software will be charged automatically on the anniversary date of the agreement term unless the customer have cancelled the agreement in accordance with cancellations procedure set out in article 5. Payment of the fee will be invoiced 14 days prior to the anniversary date of the agreement term.
- 10.6 Gaudi sends her invoices digitally.
- 10.7 For payment through third parties the conditions and terms of third parties apply. Gaudi is no party in the relationship between the customer and the third party.
- 10.8 Any objections to the amount of the invoice amount do not suspend the customer of payment.
- 10.9 If the customer does not pay on time, the customer shall be responsible for the payment of interest of 1% per month. The interest over the payable amount shall be calculated from the time at which the customer was held in default until the time of full and final settlement.
- 10.10 All costs reasonably incurred, arising as a result of extrajudicial collection of the claim shall be borne by the customer.
- 10.11 The extrajudicial costs are 15% of the invoice amount. If Gaudi has incurred higher costs, which were necessary, these will also be borne by the customer, as well as judicial and execution costs.
- 10.12 The customer is also due interest on the collection costs.
- 10.13 Gaudi reserves the right to have payments made by the customer extend first to all interest and costs and in the second place to the longest outstanding invoices at Gaudi.
- 10.14 In the event of the customer being liquidated, declared bankrupt or granted suspension of payment, the claims of Gaudi on the customer shall become immediately due and payable.
- 10.15 In case of a jointly commissioned agreement, the customers are jointly and individually liable for payment of the invoice amount.
- 10.16 If there is a delinquent on due payment, Gaudi will ceases her work till the moment the customer has paid the full outstanding amounts including the interest and extrajudicial costs.

## **Article 11 Warranties and indemnities**

- 11.1 Gaudi warrants to and undertakes with customer that:
- 11.2 Gaudi will use its reasonable efforts to provide the software and to exercise reasonable care and skill and in accordance with the terms of the agreement;
- 11.3 Gaudi has the right and authority to provide the software to the customer in accordance with the terms of this Agreement.
- 11.4 Except for the express warranties set forth in this article, the software is provided on an 'as is' basis. The customer uses the software at its own risk.

## **Article 12 Customer obligations and warranties**

- 12.1 The customer shall provide Gaudi in full and on time with all data, materials and information, in the form and manner that Gaudi indicates necessary for the performance of the agreement or which the customer could reasonably expect to be required both on commencement and during the execution of het agreement.
- 12.2 The customer is responsible for the correctness, completeness and reliability of the information and / or materials the customer provides to Gaudi.
- 12.3 The customer shall ensure that the provided information, materials or information are free of copyright or other proprietary rights. Gaudi is never liable for materials that are not free of copyright.
- 12.4 The customer will use the service and / or software only for lawful purposes and in accordance with the

agreement and/or software.

- 12.5 Gaudi has the right to suspend immediately any related services or software if deemed reasonably necessary by Gaudi to protect the proper interests of Gaudi or its other customers. If practicable and depending on the nature of the breach, Gaudi may (in its absolute discretion) give customer an opportunity to cure. In such case once Customer has cured the breach, Gaudi will promptly restore the service(s) and/or software.
- 12.6 All data or content created or stored by the customer within the software and servers are property of the customer.
- 12.7 The customer is responsible for backing up his data.
- 12.8 It is the account owner's responsibility to keep his password(s) confidential, and to change the password on a regular basis
- 12.9 Customer will receive a unique account by Gaudi. The customer is responsible for its use of the software or services and for all use of its account by each user using the account to access the software.
- 12.10 Gaudi is not responsible for any data losses or security issues due to stolen passwords.

### **Article 13 Support and service terms**

- 13.1 Within the Gaudi software support is included via the so called Foundation Care. Foundation Care includes:
  - Online help, with FAQ library and (video) tutorials
  - Access to Gaudi's first-line support desk by e-mail;
  - E-mail notification about content scheduling or the status of the campaign.
  - E-mail notification with regular updates and bug fixes.
- 13.2 If the customer has made a purchase through a reseller, then the support as set out in this article is different. Then a reseller provides 1st line support and Gaudi provides 2nd line support, during business hours from 8:30 am to 5:30 pm CET.
- 13.3 All activities that are not covered under the Foundation Care, as defined in paragraph 2 of this article, will be charged to the customer as support hours.
- 13.4 The customer has the option to expand support with Priority Care.

### **Article 14 Warranty**

- 14.1 On all hardware Gaudi provides a standard warranty of 3 years, based on a so called carry-in warranty. The warranty can be extending within Europe with 2 years Priority Care hardware.
- 14.2 The customer is obligated to check the delivered hardware immediately upon receipt. If it appears that the delivered hardware is wrong, unsound or incomplete, then the customer (before moving on to return to Gaudi) reports these defects immediately in writing.
- 14.3 Any defect must be reported to Gaudi within one week after delivery. Return of the products must be made in the original packaging and in good condition.
- 14.4 If customer's complaints are well founded by Gaudi, Gaudi, at its option, can replace or repair the hardware delivered free of charge.
- 14.5 Gaudi is never responsible for the suitability of the hardware for each individual application by the customer, nor for any advice regarding the use or application of the hardware.
- 14.6 The guarantee does not apply if:
  - (a). The delivered hardware has been repaired and/or modified by third parties;
  - (b). The delivered hardware is exposed to unusual circumstances or otherwise treated carelessly or contrary to the instructions of Gaudi and/or on the packaging;
  - (c). The inferiority in whole or in part is the result of rules that the Government has asked or will ask about the nature or quality of the materials used.

### **Article 15 Limitation of liability**

- 15.1 Any liability of Gaudi is limited to what is provided in these Terms and Conditions.
- 15.2 Gaudi is not liable for any damage of any kind incurred because it is based on incorrect and/or incomplete data provided by or on behalf of the customer.
- 15.3 The software, use and publication of opinions, reports and materials of Gaudi are at risk for the customer.
- 15.4 Gaudi is not liable for any loss or damage of whatsoever nature suffered by the customer arising of or in connection with any act, omission or error made by or on behalf of the customer or arising from any cause beyond Gaudi's control.

- 15.5 Gaudi is not liable for losses caused by acts or omissions of third parties.
- 15.6 Gaudi is not liable for changes in its operations, software or services if they need to change because of a change in the technology, policies or guidelines of third parties.
- 15.7 Gaudi is only liable for direct losses. Direct damage is defined as:
- Reasonable costs made due to Gaudi's faulty performance to conform to the agreement, in so far as this can be attributed to Gaudi;
  - Reasonable costs incurred to determine the cause and extent of the damage (direct);
  - Reasonable costs incurred to prevent or limit the damage, as far as customer shows that these costs have led to the limitation of direct damage.
- 15.8 Gaudi is not liable for indirect losses, including:
- Lost profits;
  - Missed savings;
  - Consequential losses;
  - Reputational losses;
  - Disappointed expectations or results;
  - Losses caused by business stagnation.
- 15.9 If Gaudi is liable for failure, untimely or improper performance of the agreement his liability is limited to a maximum of one time the amount of the fee charged by Gaudi to the customer for the performance of the work that has caused the loss, with a maximum of € 5000, -
- 15.10 Any liability of Gaudi expires after one year. Failing this will avoid any right to compensation.
- 15.11 Gaudi is not liable in case of force majeure as defined in Article 15 of these Terms and Conditions.
- 15.12 The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Gaudi.

#### **Article 16 Intellectual Property Rights and copyrights**

- 16.1 All copyright and other intellectual property rights remains with Gaudi. Without the prior permission Gaudi it is the customer not allowed to publish or communicate any work or parts of it.
- 16.2 The customer declares that he does not infringe any copyright or intellectual property of Gaudi or third parties. Customer indemnifies Gaudi for all damages and claims arising from the use, duplication or reproduction of such work.
- 16.3 The designation of the intellectual property rights may not be change or remove by the customer.
- 16.4 All copyright and other intellectual, industrial and / or other property rights on the software or any copies that the customer makes of the software are owned by Gaudi and / or her suppliers. Gaudi permits the customer to use the software and the HTML5 templates in accordance with this license. The customer does not copy the product manual(s), HTML5 templates or materials that are associated with the software, except for his own use. The customer only becomes the owner of any existing material data carrier and he does not own the software.

#### **Article 17 Force majeure**

- 17.1 During the force majeure, Gaudi can suspend her obligations. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the agreement without being obligated to pay any compensation for damages to the other party.
- 17.2 In these Terms and Conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the user but which prevent the user from meeting his obligations. That includes strikes at Gaudi, his suppliers and other third parties.
- 17.3 Gaudi shall also be entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after the user should have met her obligations.
- 17.4 If Gaudi at the time the force majeure has already partially fulfilled her obligations, Gaudi has the right to invoice the performed or executable part and the customer is obliged to pay this invoice as if it were a separate agreement, unless the executable part has no independent value.

## Article 18 Complaints

- 18.1 Complaints about the performance of the agreement, services, software or invoice must be lodged in writing by the customer to Gaudi within 5 days of the faults being established or the invoice date.
- 18.2 If the complaint period, referred to in paragraph 1 has expired, respectively the invoice data, all rights thereto expire.
- 18.3 A complaint does not suspend the customer's (payment) obligation other than if and insofar as Gaudi has informed the customer in writing that she regards the claim as being well founded.
- 18.4 If the customer complaint is well-founded, Gaudi has the possibility to repay a proportion of the invoice, improve or re-execute the work, or re-implement all or part of the agreement or work.

## Article 19 Licence conditions

- 19.1 All software from Gaudi (including the free trial period) should be used according to these license conditions. The customer obtains a non-exclusive and non-transferable right to use the software of Gaudi. The granted license may be terminated by Gaudi at any time. The customer may only use the software for strictly internal use within his own organization.
- 19.2 These licence conditions also apply during the free trial period.
- 19.3 It's not allowed to provide the software to third parties to adjust the software, decode, copy or abuse the software in any way. You must vouch for the adequate protection of the access to the Gaudi software.
- 19.4 If the customer infringes these license terms, he forfeits to Gaudi an immediately claimable - and not amenable to reduction - penalty of € 5000, - per violation, without prejudice to Gaudi to claim compensation for all damages.
- 19.5 It's forbidden to hiring, lending, public presentation, performance or broadcasting or any other kind of distribution of the software. Except as permitted by applicable law, the customer will not change, analyse it with the using of a reverse engineering, decompile or disassemble the software in whole or in part.
- 19.6 Each license shall be associated with one (1) channel. Licenses cannot be shared or used by more than one channel but may be reassigned from time to time to new channels.
- 19.7 The customer shall not:
  - license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
  - modify or make derivative works based upon the Service or the Content;
  - create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device;
- 19.8 The customer may use the software only for his own internal business purposes and shall not:
  - send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (
  - send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (
  - send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - interfere with or disrupt the integrity or performance of the software or the data contained therein;
  - attempt to gain unauthorized access to the software or its related systems or networks.

## Article 20 Availability software

- 20.1 Gaudi is doing everything to ensure that the services and software are available and accessible. Gaudi does not guarantee:
  - The unrestricted availability and performance of the software;
  - The reliability and uncrackable of the software. Gaudi is not liable for the non-functioning, availability or accessibility of the software.
- 20.2 Gaudi will do everything for the protection of the software without prejudicing the responsibility of the customer is removed. Gaudi has a so called SSL certificate (https connection) which is the maximum protection that can be offered.
- 20.3 The customer can never require Gaudi to recover lost or corrupted data which is the result of the use of the software. Also Gaudi can never be liable to pay compensation to the customer for damages caused by the use of the software.
- 20.4 Gaudi can always and unannounced improve, modify, temporarily or permanently out of operation and restrict the access or prohibit the software or parts of it. Gaudi cannot be held liable for this.

- 20.5 Outages or interruptions may be made by Gaudi when in its reasonable opinion they are necessary to facilitate improvements to or maintenance of the software.

#### **Article 21 Use of the software**

- 21.1 It is not allowed to perform actions that could cause damage to the software and systems of Gaudi and/or third parties.
- 21.2 It's the customer not allowed to use the software in violation of legal provisions, the agreement, license and / or these Terms and Conditions.
- 21.3 Gaudi is not responsible for the content and accuracy of the data, information or other content that the customer enters into the software.
- 21.4 It is Gaudi allowed to take any technical measures and maintain the software of the protection of her intellectual property rights on the software or materials.
- 21.5 If the customer cannot use, and / or has no access to the software for any reason there will be no refund for the days that the customer does not use and / or did not have access to the software.
- 21.6 The customer is responsible for the purchase of the correct hardware for the correct use and operation of the software.

#### **Article 22 Confidentiality and ownership of data**

- 22.1 Both parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources into the context of their agreement. Gaudi will take measures to protect the confidentiality of that information. The customer will not make any statement to third parties about the process and methods. Also the customer is not allowed to publish any reports or other written information.
- 22.2 Information to be confidential does not include information that is already public and information that is brought into court proceedings.
- 22.3 Gaudi can use any acquired knowledge and experience for other purposes, provided that no confidential information about customers or his business is brought to the knowledge of third parties.
- 22.4 Each of Gaudi and customer hereby undertakes to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of the information and the provisions of this article.
- 22.5 For the avoidance of doubt, all customer data shall remain at all times the exclusive property of customer and may only be used by Gaudi in order to fulfil its obligations pursuant hereto.

#### **Article 23 Non-Transferable**

- 23.1 Customer shall not be entitled to assign, transfer, license and/or sublicense the agreement and /or the license nor.

#### **Article 24 Jurisdiction and applicable law**

- 24.1 All agreements, services, disputes, offers and invoices shall be governed by the laws of the Netherlands, even if a customer is established or residing in abroad.
- 24.2 The applicability of the Vienna Sales Convention is expressly excluded.
- 24.3 All disputes between Gaudi and a customer shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.
- 24.4 Any dispute between a customer and Gaudi in which a solution can not be reached by mutual agreement the court in Gaudi's place of establishment has exclusive competent jurisdiction, unless the law requires otherwise.
- 24.5 The parties have the right to submit the dispute to an independent arbitration institute or mediator. The decision of an independent arbitration is binding for the parties. English shall be the language to be used in the arbitration proceeding unless otherwise agreed between the parties.
- 24.6 The English version of these General conditions are a translation of the Dutch General conditions ('Algemene Voorwaarden'). In case of any differences between the Dutch and the English General conditions, the (latest version of the) Dutch General conditions will prevail.