

GENERAL TERMS AND CONDITIONS OF INTEROPLAB B.V.

Article 1: Definitions

In these Terms and Conditions, several terms are defined and written with a capital letter. These terms have the same meaning in both singular and plural, unless the context dictates otherwise:

- 1.1 **Customer:** (Legal) person who, under an Agreement with Interoplab, including Interoplab-as-a-Service, procures services from Interoplab.
- 1.2 **Appendix:** Attachment to these Terms and/or the Agreement.
- 1.3 **Service:** Activities performed by Interoplab for the Customer under an Agreement, including but not limited to providing Implementation Services, making Interoplab-as-a-Service available, providing maintenance and support, delivering Exit Services, as further specified in the SLA.
- 1.4 **Exit Service:** Service for terminating the Agreement and related activities, including delivering data portability, preparing and transferring a validation report, and the project dossier.
- 1.5 **Implementation Service:** Service consisting of the implementation of Interoplab-as-a-Service, which may include project guidance, drafting the design (including use cases and test scenarios), setting up and configuring Interoplab-as-a-Service, analyzing message exchanges, and/or providing training, as further specified in the Agreement.
- 1.6 **Interoplab-as-a-Service:** Service consisting of providing access to the System, as further specified in the SLA.
- 1.7 **Interoplab:** Interoplab B.V., established at Mercatorlaan 1200, 3528 BL Utrecht, Netherlands, registered in the Kamer van Koophandel under number 32113224.
- 1.8 **Agreement:** Agreement under which Interoplab commits to providing Interoplab-as-a-Service and/or other Services to the Customer, granting the Customer a usage right to Interoplab-as-a-Service.
- 1.9 **Parties:** The Customer and Interoplab.
- 1.10 **Service Level Agreement / SLA:** Document detailing the specifications and quality of the Service(s), attached as an Appendix.
- 1.11 **Standards:** Specifications (e.g., HL-7v3, FHIR) and profiles (e.g., IHE profiles) against which the Customer can validate data and simulate data flows.
- 1.12 **System:** System for validating data against Standards, simulating data exchanges, and providing tools to structure and analyze test data.
- 1.13 **Terms and Conditions:** These general terms and conditions.

Article 2: Applicability of these Terms and Formation of the Agreement

- 2.1 These Terms apply to all offers, quotations, and orders related to Interoplab's Services, including Interoplab-as-a-Service, as well as the resulting Agreements and any subsequent agreements or legal actions.
- 2.2 General terms and/or payment conditions of the Customer or Interoplab, or other general and/or special conditions, are expressly excluded.
- 2.3 Interoplab reserves the right to amend these Terms and will notify the Customer at least one (1) month before the change. In such cases, the Customer may terminate the Agreement by giving notice effective on the date the amended Terms take effect. If the Customer does not terminate the Agreement, the amended Terms will apply from the announced effective date.

2.4 All Appendices are an integral part of the Agreement and fully applicable to the relationship between the Parties. In case of conflicts, the Agreement takes precedence over the Terms, the Terms over the Appendices, and a lower-numbered Appendix over a higher-numbered one.

Article 3: Execution of the Agreement

3.1 The Agreement shall be executed to the best of Interoplab's knowledge and ability.

3.2 Interoplab may have the Services performed in whole or in part by third parties designated by Interoplab.

3.3 The Customer must ensure that all data necessary for the execution of the Agreement is provided to Interoplab in a timely manner. If such data is not provided in time, Interoplab has the right to suspend the execution of the Agreement.

3.4 Interoplab shall not be liable for any damages resulting from the use of incorrect and/or incomplete data provided by the Customer unless Interoplab should reasonably have been aware of the inaccuracy or incompleteness.

Article 4: Interoplab-as-a-Service

4.1 Interoplab provides Interoplab-as-a-Service "as-is," meaning Interoplab is not liable for defects of which it was unaware or could not have been aware at the time the Agreement was concluded.

4.2 Interoplab reserves the right to modify or discontinue Interoplab-as-a-Service and other Services, temporarily or permanently, at any time. If the Services are discontinued, Interoplab will endeavor to notify the Customer in advance.

4.3 The Parties will mutually determine which Standards will be implemented and in what composition. Interoplab will endeavor to implement these Standards within a reasonable time and to the best of its ability.

4.4 If the Customer generates significantly more data traffic through Interoplab-as-a-Service than the average generated by other users, Interoplab reserves the right to reduce the bandwidth of the data traffic after notifying the Customer to reduce its usage.

4.5 Data processed by the Customer using the Services may be used for the development and improvement of the Services.

4.6 Data processed in violation of these Terms, the law, or other applicable regulations may be refused or removed by Interoplab.

Article 5: Obligations of Interoplab

5.1 Interoplab shall endeavor to make the Services available to the Customer in accordance with the specifications set out in the SLA.

5.2 Interoplab will make reasonable efforts to rectify defects in the Services within a reasonable timeframe.

5.3 Interoplab does not guarantee:

- a. That the Services will always meet the SLA;
- b. That the Services will provide uninterrupted, timely, or error-free results;
- c. That the results will be accurate and reliable; or
- d. That the quality of the Services will meet the Customer's expectations.

5.4 Interoplab is not obligated to restore data or settings.

5.5 Interoplab will address a security breach within a reasonable time after confirming unauthorized third-party access to Interoplab-as-a-Service.

Article 6: Obligations of the Customer

6.1 The Customer shall use Interoplab-as-a-Service in accordance with these Terms and Interoplab's reasonable instructions.

6.2 The Customer remains responsible for its use of Interoplab-as-a-Service and shall not use it for unlawful purposes or share access credentials with third parties.

6.3 The Customer shall not misuse the Services or use them to perform fraudulent actions, process third-party data, gain unauthorized access, alter or destroy data of third parties, or attempt to do so.

6.4 The Customer shall not make the Services available to third parties.

6.5 Interoplab is not responsible for the content of the Standards against which the Customer validates data or simulates data flows.

6.6 The Customer is responsible for an internet connection and its quality to use the Services.

6.7 Interoplab provides appropriate technical and organizational security measures under the Algemene Verordening Gegevensbescherming. As long as these measures comply with the Algemene Verordening Gegevensbescherming, Interoplab is not liable for (1) unauthorized third-party access through unlawful means or (2) access due to unexploited vulnerabilities of which Interoplab was unaware.

6.8 The Customer shall provide and maintain all facilities and functionalities that fall outside the scope of this Agreement, including access to and use of relevant software, equipment, and connections required for Interoplab-as-a-Service.

Article 7: Term, Renewal, and Termination

7.1 The term of an Agreement is automatically renewed for one (1) year unless either Party provides written notice of termination at least one month before the end of the term. The renewed Agreement continues under the same conditions unless otherwise agreed in writing.

7.2 Interoplab reserves the right to terminate the Agreement during its term by providing at least one (1) month's written notice.

7.3 Either Party may terminate the Agreement immediately and without justification if:

- a. The other Party is declared bankrupt;
- b. A suspension of payment is granted to the other Party;
- c. The other Party's business is liquidated; or
- d. A substantial portion of the other Party's assets is seized.

7.4 Termination of the Agreement under Articles 7.2 and 7.3 does not oblige the terminating Party to compensate the other Party for any damages.

7.5 Either Party may terminate the Agreement without judicial intervention if the other Party fails to meet its obligations after receiving written notice and fails to comply within fourteen (14) days.

Article 8: Fees, Invoicing, and Payment

8.1 Interoplab will invoice the amounts due under the Agreement at the intervals specified in the Agreement. If no invoicing schedule is specified, Interoplab will invoice monthly.

8.2 Payment of the invoice amount must be made within thirty (30) days of the invoice date without any right to deduction or set-off. If the Customer fails to pay within this period, they will be in default by operation of law and may be required to pay statutory interest plus 2% on the outstanding amount.

8.3 In the event of liquidation, bankruptcy, or suspension of payments by the Customer, all obligations of the Customer will become immediately due and payable.

8.4 Interoplab reserves the right to adjust prices and rates on January 1 of each year. Adjustments exceeding the general price index (DPI base year 2015=100) from CBS will be communicated in writing at least one (1) month before implementation. If the Customer does not agree to adjustments beyond the stated index, they may terminate the Agreement within seven (7) days of the announcement, effective the date the adjustment takes effect.

8.5 Payments made by the Customer will always first be applied to outstanding interest and costs, then to the oldest due invoices, regardless of any contrary indication by the Customer.

8.6 If the Customer is in default or breach of one or more obligations under any Agreement between the Parties, all reasonable costs incurred to obtain satisfaction will be borne by the Customer.

Article 9: Liability

9.1 A Party that fails to fulfill its obligations under the Agreement is liable to the other Party for damages incurred as a result.

9.2 Interoplab's total liability for damages resulting from a breach of the Agreement, regardless of the legal basis or which Party suffered the damage, is limited to the actual financial loss up to the amount invoiced by Interoplab over the last six months under the Agreement and paid by the Customer. In no event shall total liability exceed €50,000 (fifty thousand Euros), except for damages due to death, injury, or property damage, for which liability is capped at €100,000 (one hundred thousand Euros) per event or series of events.

9.3 The liability limitations in Article 9.2 do not apply if the damages result from willful misconduct or gross negligence by Interoplab or its subcontractors.

9.4 Interoplab is not liable for indirect or consequential damages, including loss of profits, missed savings, reduced goodwill, business interruption, damages of third parties, abstract damages, or data and information loss.

Article 10: Force Majeure

10.1 Force majeure refers to circumstances beyond the reasonable control of Interoplab or the Customer, including strikes, illness of Interoplab personnel, or a general shortage of required materials or services.

10.2 A Party unable to fulfill its obligations due to force majeure may dissolve the Agreement without judicial intervention and without being liable for damages.

10.3 A Party foreseeing a force majeure event must promptly notify the other Party in writing.

10.4 The Customer remains liable for payment for services already performed by Interoplab, even in cases of force majeure.

10.5 If Interoplab has partially fulfilled its obligations at the onset of the force majeure event, it may invoice the completed portion separately. The Customer must pay this invoice as if it were a separate Agreement.

Article 11: Confidentiality and Non-Competition

11.1 Each Party must maintain confidentiality regarding all confidential information received from the other Party as part of the Agreement. Information is deemed confidential if stated as such or reasonably inferred from its nature.

11.2 Confidential information includes credentials for accessing the Services and their operation.

11.3 Both Parties must exercise the utmost care when handling information obtained under the Agreement.

11.4 Each Party must require subcontractors to maintain confidentiality regarding information as defined in this Article. This obligation continues during and after the Agreement's term.

11.5 Upon termination of the Agreement, each Party must promptly return all documents, data, and other information obtained from the other Party.

11.6 Breaching Articles 11.1 through 11.4 results in an immediately payable penalty of €5,000 per violation, or €500 for each day the violation continues. Paid penalties will offset any additional claims for damages.

11.7 Neither Party may employ personnel of the other Party involved in executing the Agreement during its term and for one year thereafter without prior written consent. Violations are subject to the penalties in Article 11.6.

Article 12: Intellectual Property

12.1 Subject to payment of applicable license fees and as specified in the Agreement, Interoplab grants the Customer a non-exclusive, non-transferable, non-sublicensable license to use Interoplab-as-a-Service for the Agreement's duration.

12.2 All intellectual property rights related to materials developed or used by Interoplab in executing the Agreement belong to Interoplab.

12.3 The Customer shall not copy, reproduce, adapt, modify, decompile, disassemble, reverse-engineer, or create derivative works based on Interoplab-as-a-Service or the System.

12.4 Interoplab guarantees it possesses all necessary rights to deliver the Services to the Customer.

12.5 The Customer indemnifies Interoplab against third-party claims regarding intellectual property infringement.

12.6 All information and documentation provided by Interoplab are for the Customer's internal use only and may not be reproduced or shared without prior written consent.

12.7 Interoplab may use knowledge gained during service execution for other purposes, provided no confidential information is disclosed.

Article 13: Processing of Personal Data

13.1 The Customer is not permitted to process personal data using Interoplab-as-a-Service. The Customer must ensure that all test data processed via Interoplab-as-a-Service does not contain personal data.

13.2 Interoplab processes personal data solely for the execution of the Agreement. Such processing will always comply with the Algemene Verordening Gegevensbescherming.

13.3 If the Customer processes personal data in violation of Article 13.1, they must promptly inform Interoplab. The Customer indemnifies Interoplab against fines from supervisory authorities and claims arising from such data processing.

13.4 If the Customer is authorized by Interoplab to process personal data, the Customer shall be deemed the data controller, and Interoplab shall act as the processor under the Algemene Verordening Gegevensbescherming. In such cases, the Parties must enter into a separate data processing agreement, or the Agreement itself shall be considered such an agreement.

13.5 Interoplab provides appropriate technical and organizational measures to secure data in compliance with Algemene Verordening Gegevensbescherming requirements. As long as these measures comply with Algemene Verordening Gegevensbescherming, Interoplab is not liable for:

1. Unauthorized access to data by third parties using unlawful means or methods.
2. Exploitation of security vulnerabilities unknown to Interoplab.

13.6 Interoplab will address a security breach within a reasonable timeframe after confirming unauthorized access to Interoplab-as-a-Service.

Article 14: Final Provisions

14.1 The Parties may deviate from these Terms only through a written agreement. Interim amendments to Agreements between the Parties are valid only if agreed in writing.

14.2 Notices under the Agreement, including these Terms and Appendices, may be delivered electronically (e.g., via fax or email), unless explicitly required to be in writing. The Party choosing electronic means bears the risk of delivery failure.

14.3 The applicability of the Weens Koopverdrag (het VN verdrag inzake internationale koopovereenkomsten van roerende zaken 1980) is expressly excluded.

14.4 Dutch law governs the Agreement. Disputes arising from the Agreement shall be submitted to the competent court in the district of Midden-Nederland. Before initiating legal proceedings, Parties shall attempt mediation in accordance with the regulations of the Stichting Geschillenoplossing Automatisering (SGOA) in The Hague, where applicable.

14.5 Neither Party may transfer rights or obligations under the Agreement to a third party without prior written consent from the other Party. Such consent may not be unreasonably withheld, and conditions may be attached to the approval. This provision has proprietary effect.