

GENERAL TERMS AND CONDITIONS MARAD (V.01.2026)**Article 1 Applicability conditions**

1. These conditions apply to all requests, orders, offers and agreements whereby Marad delivers goods or services of any nature and under whatever name.
2. Deviations and additions to these general terms and conditions are only valid if expressly agreed between the parties in writing.
3. Should one or more provisions of these general terms and conditions or any related document be declared invalid or non-binding, this will not affect the validity and enforceability of the agreement insofar as it concerns provisions other than the invalid. In such a case, the invalid provision or the invalid provisions will be replaced by valid and binding provision(s), which will deviate as little as possible, in view of the purpose and scope of the agreement, from the invalid provisions.
4. The customer with whom an agreement has been concluded under these general terms and conditions, accepts the applicability of these general terms and conditions to all later offers and agreements of Marad unless agreed otherwise.
5. If Marad does not always demand strict compliance with these conditions, this does not mean that its provisions do not apply or Marad loses the right to demand strict compliance with the conditions in other cases.
6. If the text of the general terms and conditions issued in a language other than English deviates from the original text, the English text will prevail at all times.
7. If the customer uses software provided by Marad that is subject to an end-user licence agreement (EULA), the EULA is incorporated by reference and forms part of the agreement between Marad and the customer. The EULA is accepted by the customer and each end user upon installation, upon first use, or by continued use of the software, whether accessed via cloud, web, mobile, or desktop.
8. In case of conflict, the following order of precedence applies (highest first): (a) any Master Subscription Agreement (MSA) signed between the parties; (b) the order confirmation issued by Marad; (c) these general terms and conditions; (d) any data processing agreement (DPA); (e) any service level agreement (SLA); (f) any applicable EULA; (g) user documentation; (h) any additional product-specific terms, acceptable use policies, or trial terms published by Marad and referenced in an Order Confirmation or made available at www.marad.com. The higher-ranked document prevails solely for the conflicting topic. In case of a dispute concerning the processing of personal data, the DPA shall prevail. No lower-ranked document increases Marad's liability, reduces exclusions, or adds warranties beyond those expressly set out in (a) or (b), except to the extent mandatory law requires otherwise. For clarity, the DPA governs solely data protection compliance to the extent required by law and does not expand Marad's liability caps or exclusions.

Article 2 Offers

1. All offers from Marad are valid for 30 days from the date indicated in the offer, unless otherwise stipulated in writing.
2. Offers do not automatically apply to future assignments.
3. If the acceptance (whether or not on minor points) differs from that stated in the offer, then Marad is not bound by it.
4. Obvious errors or mistakes in the offer are not binding for Marad.

Article 3 Duration and renewal of the agreement

1. Each time the customer places an order with Marad and this order is accepted by Marad, a separate agreement is concluded.
2. The agreement is concluded for the period mentioned in the agreement. In the absence thereof, the agreement is concluded for a fixed period of 12 months.
3. An agreement that is concluded for a fixed period of time will at the end of each term be tacitly renewed with terms equal to the initial term, unless terminated (*opzeggen*) by one of the parties in writing (email sufficient) before renewal taking into account the notice period mentioned in the agreement. In the absence of such agreement, the notice period shall be one calendar month. If the customer terminates the agreement before the end of the agreed fixed term and Marad accepts such early termination, the customer shall remain obliged to pay 100% of the fees due for the remainder of the initial or renewed term.
4. The agreement commences on the date the agreement is concluded, unless indicated otherwise.

Article 4 Payment, price and invoicing

1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices are in Euros.
2. The administration of Marad is leading in executing performance and payments due. Evidence to the contrary is permitted.
3. Periodic payments are invoiced in advance per agreed period.
4. Marad has the right to execute a credit check in advance. If a negative judgement follows from the credit check, Marad is entitled to demand advance payment from the customer.
5. Unless agreed otherwise in a Master Subscription Agreement or Order Confirmation, amounts due must be paid within 14 days after the invoice date on the account number specified by Marad.
6. If the payment term is exceeded, the customer is legally in default without a demand for payment or notice of default being required. Marad is entitled to charge a default interest of 1% per month on the outstanding amount, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the moment the customer is in default until the moment of full payment of the complete amount owed. All costs incurred as a result of judicial or extrajudicial collection of the claim are at the expense of the customer, insofar as these costs exceed the judicial costs. The customer is never entitled to set off the amount due to Marad.
7. Objections to the amount of an invoice do not suspend the payment obligation.
8. The customer has the duty to report inaccuracies in provided or stated payment details to Marad without delay.
9. If, according to Marad, the financial position or payment behaviour of the customer gives rise to doubt, Marad is entitled to require the customer to provide (supplementary) security in a form to be determined by Marad. If the customer fails to provide the required security, Marad is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and all that which the customer owes to Marad for whatever reason is immediately due and payable.
10. Marad has the right to direct the payments made by the customer first of all towards reducing the costs referred to in paragraph 6, then to reduce the interest still due and finally to reduce the due and payable principal amounts that have been outstanding the longest including current interest.
11. Marad is in respect of recurring fees entitled to change such fees at any time with effect from the start of a renewal period. Any such changes shall be notified to the customer in writing (e-mail) at least 14 days before they take effect. In the event of an increase of fees, the customer shall have the right to terminate the respective part of the contract in writing until and against the moment the changes take effect. Furthermore, Marad is entitled to automatically index the prices annually based on the Consumer Price Index (CPI) in order to compensate for inflation. In addition, Marad reserves the right to implement incidental price increases on the basis of functionality.
12. In addition to any other rights, Marad may suspend (in whole or in part) the provision of services or access to software for any undisputed overdue amount after giving the customer at least five (5) days' prior notice, without liability for such suspension.

Article 5 Confidentiality

1. Marad and the customer are bound to secrecy towards third parties who are not involved in the execution of the agreement. The confidentiality applies to all information of which the parties should know that it is confidential in nature. The confidentiality does not apply if the law or government authority imposes an obligation to provide information or consultation is necessary for the proper execution of the agreement.
2. The software, certificates, advice / consultations, support, access, or identification codes provided by Marad are confidential and must be treated as such by the customer. Marad is entitled to change access or identification codes and certificates.
3. Each party shall: (a) keep the other party's confidential information strictly confidential and not disclose it to third parties without prior written consent, except to employees, contractors, or advisors who have a strict need to know and are bound by equivalent confidentiality obligations; (b) use the other party's confidential information only for the purpose of performing under the agreement; and (c) apply no less than reasonable care to protect it. If a party is required by law or court order to disclose confidential information, it shall, to the extent legally permitted, give the other party prompt prior written notice. These confidentiality obligations survive termination or expiry of the agreement for a period of five (5) years, except with respect to trade secrets, which remain protected for as long as they qualify as trade secrets under applicable law.

Article 6 Data and cooperation with the customer

1. The customer shall ensure that all data, information, or cooperation, of which Marad indicates that these are necessary or of which the customer reasonably should understand that these are necessary for the execution of the agreement, are supplied to Marad in a timely manner. If the data required for the execution of the agreement is not provided to Marad in time, Marad has the right to suspend the execution of the agreement.
2. The customer guarantees the accuracy, completeness and reliability of the data and documents made available to Marad by or on its behalf, even if these come from third parties.
3. The supplementary costs and extra fees arising from the delay in the execution of the agreement, caused by the non-delivery, late or improper availability of the requested data or cooperation by the customer, are at the customer's expense.

Article 7 Implementation of the agreement

1. Marad determines the manner in which and by which person(s) the agreement is executed. Marad will, if possible, take into account timely and accountable instructions from the customer regarding the execution of the agreement.
2. If and insofar as proper execution of the agreement so requires, Marad has the right to have certain work done by third parties.
3. If the agreement is entered into due to the qualifications / skills of a person, Marad has the right to replace the person with a person / multiple persons with the same qualifications / skills.
4. Marad and any persons / third parties involved in the execution of the agreement carry out the agreement to the best of their knowledge and ability. The work to be provided by Marad is carried out on the basis of a best effort commitment, unless it is explicitly stipulated that it concerns an obligation of result and the result to be achieved is explicitly recorded or unless Marad has explicitly given a guarantee.
5. If Marad or third parties engaged by Marad carry out work within the scope of the assignment at the location of the customer or a location designated by the customer, the customer shall provide free of charge the facilities reasonably desired by those employees.
6. Any time period stipulated in the agreement within which the work must be carried out apply only approximately and not as deadlines. Exceeding such a period therefore does not constitute an attributable shortcoming of Marad and therefore does not constitute grounds for terminating (*ontbinden*) the agreement. Periods within which the work must be completed can only be regarded as deadlines if this is expressly agreed upon between the customer and Marad and specified.
7. Customer is responsible for the use and application within its organization of the software, websites, training materials, equipment, data files, designs, reports and other matters made available.
8. If the customer makes resources or facilities available to Marad, they must comply with legal and normal usage requirements. The customer indemnifies Marad against claims from third parties, including Marad employees, arising from acts or omissions of the customer or from unsafe situations.
9. Terms or conditions stated in any customer purchase order, acceptance, or other document are rejected and have no effect, even if Marad does not expressly object to them.
10. The customer may not assign or transfer any rights or obligations without Marad's prior written consent. Marad may assign its rights and obligations (in whole or in part) to an affiliate or in connection with a merger, acquisition, or sale of assets.
11. The agreement, together with the documents listed in Article 1.8, is the entire agreement and supersedes all prior proposals and communications. Amendments must be in writing and signed (email sufficient if clearly agreed by both parties).
12. The customer represents it is not a sanctioned party and will comply with applicable export control and sanctions laws. Marad may suspend performance where required by such laws.
13. Articles 4 (payment), 5 (confidentiality), 8 (intellectual property), 9 (SaaS), 10 (software), 11 (use of the software), 12 (customer data), 15 (liability), 18 (amendments), 19 (applicable law and disputes), and the Data Processing Agreement (DPA) survive termination or expiry.
14. The customer shall not make public statements implying sponsorship or endorsement by Marad without prior written consent.

Article 8 Intellectual property

1. The software, websites, training materials, equipment, data files, design reports and other matters developed or made available by Marad for the customer within the framework of the agreement are the intellectual property rights of Marad, its licensors or service providers. The intellectual property right can only be transferred if it has been explicitly recorded in writing.
2. Marad grants the customer the non-exclusive, non-transferable, non-pledgeable, for internal use and non-sublicensable right to use the software, websites, training materials, equipment, data files, design reports and other matters in accordance with this agreement. The source code of the software and the technical documentation produced during the development of the software shall never be made available to the

customer, unless explicitly agreed otherwise in writing.

3. Software or other materials may not be multiplied or copied by the customer. The customer is not permitted to make changes concerning indications regarding the confidential nature, copyright, trade name or any other intellectual property right.
4. The customer undertakes to use the software, websites, training materials, equipment, data files, design reports and other matters exclusively for personal use and not to make them available to third parties in any way, unless Marad has given written permission.
5. Any violation of the provisions of this article by the customer will result in an immediately due and payable penalty to Marad for the sum of € 25,000, without prejudice to the rights of Marad to demand compensation.

Article 9 Software-as-a-Service ("SaaS")

1. This article is, in addition to the other general terms and conditions, always applicable when Marad provides customer with Software-as-a-Service ("SaaS"), which is the case when Marad makes its software available to the customer by remote access via the Internet.
2. Only the customer may use the SaaS made available by Marad. Use by third parties is excluded.
3. Marad is allowed to make (functional) changes to the SaaS. If the changes likely and materially affect the business operations of the customer in a negative way, Marad shall endeavour to inform the customer of the changes in advance. The customer shall only then have the right to terminate (*opzeggen*) the agreement in writing up until and against the moment the changes take effect. Termination shall not be possible if the adjustment results from a legal obligation or regulation of another competent authority.
4. Marad is permitted to temporarily or completely suspend (access to) the SaaS in the context of maintenance (preventive, corrective or complementary to the service). Marad shall endeavour to inform and update the customer on this matter.
5. Marad is allowed to use a new version of the software for the implementation of the SaaS service.
6. Marad does not guarantee that the SaaS provided is error free. Marad shall endeavour to repair any defects in the SaaS as soon as reasonably possible. Marad shall be entitled to introduce workarounds and is entitled to push permanent solutions to a new version of the SaaS.
7. If the customer does not have the necessary facilities (including equipment, hardware, etc.) required for proper use of the SaaS, the customer shall ensure that such facilities are procured immediately after concluding the agreement.
8. Marad does not guarantee that the SaaS will be timely adapted to changes in laws and regulations.
9. Where Marad enables the customer to connect the SaaS (or other software provided by Marad) to software not owned, operated or otherwise provided by Marad, i.e. third party software, (i) the customer acknowledges that through such connections, certain data may be exchanged between the connected systems; (ii) Marad shall endeavour to maintain the connection and keep it available, in so far as this is under its control, but cannot give any guarantee to that end;
10. Any beta, preview, early access, or free trial features are provided 'as is' and 'as available' without warranties or liability, to the maximum extent permitted by law.
11. Marad creates and uses drawings (included in the start module, dashboard, etc.) for its Marad licenses. These drawings are the property of Marad and will remain so after the contract period has ended. These drawings may not be used outside of the Marad application, unless agreed otherwise.
12. The customer acknowledges that the SaaS is subject to a fair use policy. Storage is limited to a maximum of 5 GB per customer account. In the event that the customer exceeds this limit, Marad reserves the right to charge additional fees in accordance with its then current price list. Unlimited or excessive use of storage or other resources that materially exceeds normal usage patterns is not permitted and may result in suspension of the SaaS until such use is reduced or additional fees are agreed.

Article 10 Software (other than SaaS)

1. This article is, in addition to the other general terms and conditions, always applicable when Marad makes software available to the customer other than on the basis of SaaS. It includes software provided by Marad to be used by the customer in connection with SaaS, for example software to be installed on customer end user devices to interoperate with the SaaS, but excludes software owned, operated or otherwise provided by third parties, for example third party solutions with which the SaaS or other Marad software can interface.
2. Marad makes the software available to the customer as deemed fit online or on the agreed type and format of information carriers during the term of the agreement. If installation by Marad has been agreed in writing, Marad will install the software for the customer. In other cases, the customer is responsible for installation of the software.
3. The customer accepts the software in the condition in which it is at the moment of delivery ("as is"), unless an acceptance test has been agreed in writing. In case an acceptance test has been agreed to in writing, acceptance may not be withheld by the customer for reasons that are not related to the specifications expressly agreed in writing between the parties and furthermore not due to the existence of minor errors (operational / productive commissioning will not

- be impeded).
4. Marad will do its best to correct errors within a reasonable period if the errors are reported within three months after acceptance. Marad does not guarantee that the software is suitable for the actual and / or intended use and does not guarantee that it will work without errors or interruptions and that all errors can be corrected.
 5. Marad determines the manner and location of the recovery of errors. Lost or corrupted data does not have to be recovered or restored by Marad, unless explicitly agreed otherwise in writing. Any such recovery, if agreed, will be performed on a reasonable efforts basis and may be subject to additional fees.
 6. If there are user errors or improper use, the costs of recovery are for the customer. Marad is not obliged to repair if changes to the software have been made without Marad's permission.
 7. Marad grants the customer a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right to use the software.
 8. Marad is entitled to take measures to protect unauthorised use of the software by the customer.
 9. At Marad's first request, the customer shall cooperate without delay with an investigation to be performed by or on behalf of Marad regarding the compliance with the agreed user restrictions.
 10. Marad has no obligation to maintain the software or provide support, unless agreed otherwise in writing.
 11. Customer may not make any adjustments to the software, other than exceptions provided for by law or after written permission from Marad. Marad is not obliged to give permission and the customer bears the full risk for all changes made.

Article II Use of the software

1. The customer shall use the software, including SaaS, as provided by Marad under the agreement in accordance with any user documentation provided by Marad.
2. The customer may not use the software in a manner that is in violation of the contract and/or any applicable laws and regulations or may cause hindrance or loss and/or damage to Marad or any third party. The customer is obliged to follow any and all reasonable instructions issued by Marad related to the use of the software.
3. The customer shall not access, store, distribute or transmit any information during the course of its use of the software that: is libellous, defamatory, insulting, racist or discriminatory, or incites hate; infringes third-party rights (including intellectual property rights); violates the privacy of third parties (including distributing personal data without a legal basis); contains hyperlinks, torrents or similar information that refers to material infringing third-party rights; is otherwise illegal or causes damage or injury to any person or property; or violates any reasonable usage instruction given by Marad.
4. If, in Marad's reasonable opinion, the operation of the computer systems or network of Marad or third parties and/or provision of services via the Internet is obstructed, impaired or otherwise at risk, in particular as a result of the transmission of excessive amounts of data via the software, leaked personal data or virus activity, Trojan horses and similar software, Marad is authorized to take any and all measures it deems reasonably necessary to avert or prevent such risk. These measures include, but are not limited to, suspension of access to the software.
5. If Marad determines that the customer or its authorized end-users have violated the contract or applicable laws and regulations or if Marad has received a complaint from a third party of the same, Marad may take proportional measures to end such violation. These measures may, without limitation, include the suspension of access to the SaaS. Marad shall not be liable for consequences or damages caused by any such reasonable measures.

Article 12 Customer data and synchronization

1. All customer data submitted by the customer to the SaaS will remain the customer's property or that of its suppliers. Marad will not make any proprietary claims with regard to any such customer data.
2. Marad makes efforts to ensure that the customer data available within the SaaS is, where relevant, properly synchronized with other software the SaaS interfaces with. The customer acknowledges and agrees that Marad will not be liable for any errors or delays in synchronization, or for any actions taken by the customer in reliance thereon. Marad is not responsible for the customer's (incorrect) use of the software or the SaaS, and neither for the Internet connection between the on-premises software and the SaaS. Unless agreed otherwise, Marad is not required to provide the customer with any form of assistance in resolving customer data synchronization issues. Where any support on this matter is provided by Marad, in or outside the contract, such services are provided on reasonable effort basis unless agreed otherwise in writing.
3. The customer is and remains solely responsible for the verification, completeness, and accuracy of the customer data submitted to the software. The customer acknowledges that any output of the software is relying on the quality of the customer data input. The customer acknowledges and agrees that Marad will not be liable for errors or incorrect output caused by incorrect or improper input, or for any actions taken by the customer in reliance thereon.

4. Backups made by Marad of the customer data, if part of the contract, are limited to backup(s) of customer data available within the SaaS when the backup is created. Backups do not extend to unsynchronized offline customer data.
5. Prior to expiry or termination of the contract, the customer shall be entitled to request a one-off export of customer data submitted by the customer or generated by the customer through use of the SaaS. Marad will provide such export by means of its in-house export tool, which delivers the data in CSV format together with all files from the database. Marad shall not provide an exact copy of its database, nor shall Marad be responsible for converting the data into the format of another system or competitor. It is the customer's sole responsibility to request an export prior to termination or expiry of the contract and to arrange any conversion or migration of the data to third-party systems. Upon termination or expiry of the contract, Marad shall be entitled to delete any customer data remaining in its possession.
6. Marad is entitled to use customer data, provided that such data is anonymised and not traceable to individual customers, for the purpose of analysing, selling, maintaining and improving its services. Such use shall never result in disclosure of identifiable customer data to third parties, unless required by law.

Article 13 Termination

1. Customer is only entitled to terminate (*ontbinden*) the agreement due to an attributable shortcoming in the fulfilment of the agreement by Marad by means of a written notice of default in which a reasonable period of time is offered to Marad to rectify the shortcoming.
2. If the customer has already received services, these performances and the corresponding payment obligations will not be undone. Amounts that Marad has already invoiced before the termination remain payable, at least to the extent that the corresponding services have been delivered properly by Marad (counterevidence must be delivered by the customer) and become immediately due and payable at the time of termination.
3. Marad is entitled to suspend performance of the agreement in whole or in part or to terminate (*ontbinden*) the agreement in whole or in part, with immediate effect without notice of default, in the event of shortcomings by the customer in the fulfilment of obligations as in the context of the agreement; change of control at the customer; liquidation, bankruptcy, seizure of an important part of the assets and / or suspension of payment of the customer. All claims that Marad may have or acquire on the customer will immediately and fully be due and payable.
4. Agreements for an indefinite period of time may be terminated (*opzeggen*) by either party in writing and a period of six (6) months must be observed. A different notice period may be agreed to in joint consultation.
5. Customer is not entitled to terminate (*opzeggen*) a fixed time agreement. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply to the agreement.
6. Termination (*opzeggen*) of the agreement shall not result in any obligation for Marad to refund any (license) fees paid by the customer and any (outstanding) invoice shall become immediately due and payable upon termination.

Article 14 API

1. Data retrieved through the API may only be accessed and used for purposes permitted under these terms, and may not be cached, stored or resold except as expressly allowed by Marad. The customer is responsible for all data submitted to the API and warrants that such data is lawful and free from harmful or malicious content. The customer must implement appropriate safeguards to protect any API keys or credentials and is responsible for all activities carried out under its account.
2. The customer is granted a limited, non-exclusive, non-transferable and revocable right to access and use the Marad REST API solely in accordance with these terms. The customer may not sublicense, sell or otherwise provide access to the API to third parties without Marad's prior written consent. Use of the API is subject to rate limits, quotas and usage restrictions as communicated by Marad. The customer shall not use the API to develop or offer a competing product or service, nor attempt to reverse engineer, modify or extract source code from it, and shall refrain from any use that violates applicable law or infringes third-party rights.
3. Marad does not guarantee uninterrupted availability of the API. In case the customer's usage places an undue burden on Marad's systems or negatively impacts other users, Marad may restrict, suspend or terminate access, making reasonable efforts to notify the customer in advance and to cooperate in resolving the issue. Marad further reserves the right to modify, limit or discontinue the API or related features at any time, and will, where practicable, provide prior notice of such changes.
4. In the event of termination of access due to a breach of these conditions or applicable law, the customer must immediately cease all use of the API and delete all related data unless retention is legally required. The API is provided "as is" without warranties of any kind. The customer shall indemnify and hold Marad harmless from any claims arising from the use of the API.

Article 15 Liability

1. Marad is only liable vis-à-vis the customer for damage that is the direct result of a (related series of) attributable shortcoming(s) in the execution of the agreement (warranty obligations are included). This liability is limited to

compensation of direct damages only, up to the fees paid or payable by the customer to Marad under the agreement in the twelve (12) months immediately preceding the event giving rise to liability, or €12,500, whichever is lower. These limitations and exclusions apply to all liability regardless of the legal ground, including contract, tort, or statute, and are aggregate for all claims arising out of or in connection with the agreement. Multiple claims do not enlarge this limit. To the extent permitted by mandatory law, any stricter limitation in an applicable EULA shall also apply to the software covered by that EULA.

2. Marad is not liable, except for intent or deliberate recklessness by Marad's management, for:
 - Damage suffered by the customer or third parties as a result of the provision of incorrect or incomplete data or information by the customer to Marad, or otherwise due to an act or omission of the customer;
 - Damage or costs resulting from the use or misuse of access or identification codes or certificates;
 - Damage suffered by the customer or third parties as a result of an act or omission by outside personnel engaged by Marad (not including employees of Marad), even if they are employed by an organization affiliated with Marad;
 - Customer, third party or consequential loss arising from customer or third parties, including but not limited to stagnation in the regular course of affairs at the customer's company.
 - Indirect or consequential damages, including but not limited to lost profits, lost savings, loss of goodwill, loss of data, or business interruption, even if Marad has been advised of the possibility of such damages.
- Nothing in this Article 15 limits liability that cannot be limited under mandatory law.
3. It is a condition for any right to compensation to arise, that the customer notifies Marad of the damage as soon as possible after it has occurred in writing. Any claim for compensation against Marad lapses by the mere passage of 12 months after the claim has arisen, unless the customer has initiated legal proceedings for compensation of the damage before the expiry of that period of time.
 4. Marad is not liable for damage or loss of documents during transport or during shipment by mail, regardless of whether the transport or dispatch is done by or on behalf of the customer, Marad or third parties. During the execution of the order, the customer and Marad may communicate with each other at the request of the customer by electronic means. The customer and Marad are not liable towards each other for any damage that may arise for each one or collectively as a result of the use of electronic means of communication, including but not limited to damage as a result of non-delivery, delay, resending of previously issued communications, outdated or incorrect content, or any other error in the delivery of electronic data communication by third parties or by software/equipment used for transmission, receipt or processing of electronic communication, transfer of viruses and failure or malfunction of the telecommunication network or other means required for electronic communication, except insofar as damage is the result of intent or conscious recklessness. For the avoidance of doubt, any emails or electronic communications generated by Marad's systems, including but not limited to purchase orders, confirmations, invoices, or notifications, are provided for convenience only. Marad makes no guarantee as to the accuracy, timeliness, or completeness of such communications, which may contain errors including outdated or incorrect order information, or previously issued messages being resent. Marad disclaims all liability arising from reliance on such communications. The only binding and authoritative record of any order or transaction is the information stored in Marad's internal systems at the time the order or transaction is placed. The customer and Marad will do everything that can reasonably be expected of each other to execute or omit in order to prevent the occurrence of the aforementioned risks. The data extracts from the computer systems of the sender provide compelling evidence of (the content of) the electronic communication by the sender until the counterevidence has been delivered by the recipient.
 5. The customer indemnifies Marad against all claims from third parties, including shareholders, directors, supervisory directors and personnel of the customer, as well as affiliated legal entities and companies and others who are involved in the organisation of the customer, which are directly or indirectly related to the execution of the agreement, unless there is intent or deliberate recklessness on the part of Marad's management.
 6. Marad shall not be liable for the availability, proper functioning or continued compatibility of customer integrations or third-party software used in connection with the services. The use of such integrations or software is at the sole risk and responsibility of the customer.

Article 16 Force majeure

1. If Marad cannot, not timely or improperly fulfil its obligations under the agreement as a result of a non-attributable cause (force majeure), including but not limited to illness of employees, government measures, war, disruptions in the computer network, cloud provider outages, distributed denial-of-service (DDoS) attacks, supplier failures and other stagnation in the normal course of business, these obligations shall remain suspended until Marad is able to fulfil its obligations in the agreed manner, without Marad being in default and without Marad being

held liable to pay any compensation.

2. The parties have the right, in case the situation as referred to in the first paragraph lasts longer than 60 days, to terminate (*ontbinden*) the agreement in writing in whole or in part and with immediate effect.

Article 17 Changes and supplementary work

1. In the event that activities are carried out at the customer's request which are not covered by the agreement, these will be reimbursed by the customer to Marad according to the usual rates. Marad is not obliged to perform supplementary work.
2. If a fixed price has been agreed upon, Marad will inform the customer regarding the costs of the supplementary work.

Article 18 Amendments

1. Marad is entitled to make changes to these general terms and conditions. Any changes will take effect 14 days after the day on which these were notified to the customer in accordance with the following paragraph unless the notification mentions a different date of entry into force.
2. The customer will be notified of changes to these general terms and conditions in writing (e-mail sufficient), by notification within the (SaaS) services provided under the contract, or by publication on Marad's website. Changes of minor importance and/or changes to the customer's advantage do not need to be notified.
3. If the customer does not wish to be bound by the proposed changes, the customer may give written notice to terminate the contract until the effective date. Lack of termination shall constitute the customer's acceptance of the amended general terms and conditions.

Article 19 Applicable law and disputes

1. Dutch law applies to all agreements between Marad and the customer to which these conditions apply. The Vienna Sales Convention 1980 is excluded.
2. All disputes arising out of or in connection with such agreements shall be submitted to the exclusive jurisdiction of the District Court of Midden-Nederland, location Lelystad, the Netherlands. No proceedings shall be brought in any other court or jurisdiction, except to the extent mandatory law requires otherwise.
3. By mutual agreement, the parties may opt for an alternative form of dispute resolution.

Article 20 Data Processing

Where Marad processes Personal Data on behalf of the customer in the execution of the agreement, Marad's Data Processing Agreement (DPA) applies automatically. The DPA is available at www.marad.com and upon request. By entering into any agreement with Marad under these General Terms and Conditions, the customer accepts the DPA in full. No separate signature is required. The DPA governs all processing of Personal Data by Marad as processor. In the event of conflict between these general terms and conditions and the DPA, the DPA shall prevail solely with respect to the processing of Personal Data.