

# APPRX B.V. General Terms and Conditions

Version June 11 2025

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# General Provisions

## 1. Offer and Agreement

1.1 These general terms and conditions apply to all offers and agreements under which APPRX B.V. (hereinafter referred to as: APPRX BV ) delivers goods and/or services of any kind to Client, even if these goods or services are not (further) described in these conditions. Deviations from these general terms and conditions are only valid if expressly agreed in writing. These general terms and conditions may be supplemented by APPRX BV with specific conditions for goods or services not described herein.

1.2 All offers are non-binding, unless expressly stated otherwise in writing in the offer.

1.3 The applicability of any purchase or other terms and conditions of Client is explicitly rejected.

1.4 If any provision of these general terms and conditions is null and void or annulled, the remaining provisions shall remain in full force and effect and APPRX BV and Client shall consult in order to agree on new provisions to replace the null and void or annulled provisions, taking into account the purpose and scope of the original provision as much as possible.

1.5 Client is not entitled to transfer the agreement with APPRX BV or any rights or claims arising therefrom to a third party.

## 2. Price and Payment

2.1 All prices are exclusive of VAT and other government-imposed levies.

2.2 Prices for, among other things, training, onsite support, and installations are based on the wage and price level existing at the time of the agreement. If, after the agreement, substantial changes in wages or prices occur, APPRX BV may request Client to negotiate adjustments to the agreed prices.

2.3 In the case of an agreement with periodic payments by Client, APPRX BV is entitled to adjust the current prices and rates by written notice at least one month in advance, in accordance with the CBS index for collective labor agreement wages (personnel services), CBS-SBI code 62.

2.4 APPRX BV is entitled to adjust agreed prices and rates for performances scheduled to be voetdelivered three months or more after notice, by written notification to Client.

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2.5 If Client does not agree with a price or rate adjustment as described in article 2.4, Client may terminate the agreement in writing within seven working days after such notice, effective on the date the adjustment would take effect.

2.6 All invoices shall be paid by Client within fourteen days of the invoice date, without any deduction, discount, or setoff.

2.7 If Client fails to pay the amounts due within the agreed period, statutory interest shall be payable without any notice of default being required. If Client continues to default after a notice of default, the claim may be handed over for collection, and Client shall owe full compensation of both judicial and extrajudicial costs, including all costs charged by external experts, with a minimum of 15% of the total amount due.

### 3. Confidential Information and Non-Solicitation

3.1 Each party warrants that all confidential information received from the other party before and after the agreement shall remain confidential. Information is deemed confidential if designated as such.

3.2 Each party for themselves and for any of its related parties, hereby undertakes and covenants, and shall procure that its related parties shall undertake, that it shall not, directly or indirectly, for its own account or on behalf of any other person or in any other way for the account of any third party, without the prior written consent of the other party during the term of this Agreement, and for a period of 18 months after the date of termination of this Agreement (persuade to) solicit or entice away any employee or independent APPRX BV of the party to terminate his or its relationship with the other party, or employ or otherwise contractually engage any such person within 1 year of the effective termination of his/her or its relationship with that party, or take any action that may result in the impairment of the relationship between such employee or independent APPRX BV, and that party; and/or

persuade, cause or attempt to persuade any customer, supplier of or person otherwise doing business with that party to terminate or negatively affect its relationship with that party, engage in any business with such party or take any action that may result in the impairment of such relationship or assist or cause or attempt to assist any competitor of that Party.

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## 4 Retention of Title and Rights

4.1 All items delivered to Client remain the property of APPRX BV until all amounts owed for goods and/or services delivered or to be delivered under the agreement, including interest and collection costs as referred to in article 2.7, have been paid in full.

4.2 Rights are granted or transferred to Client under the condition that Client pays the agreed compensation fully and timely.

## 5 Risk

5.1 The risk of loss or damage of items (zaken) under the agreement passes to Client when the items are under Client's or its auxiliary person's actual control.

## 6 Intellectual or Industrial Property Rights

6.1 All intellectual and industrial property rights to all software, equipment, or other materials made available under the agreement, such as analyses, designs, documentation, reports, quotations, as well as any preparatory material thereof, are exclusively vested in APPRX B.V. or its licensors. The Client is granted solely the usage rights and authorities that are expressly granted by these terms and conditions or otherwise, and shall not reproduce the software or other materials, nor make copies thereof, beyond what is expressly permitted.

6.2 In deviation from the provisions of Article 6.1, APPRX B.V. transfers all intellectual property rights to software or other materials that are developed specifically and exclusively for the Client in execution of the agreement, to the Client, in which agreement such exclusivity needs to be written expressively.

6.3 The Client acknowledges that the software, equipment, and other materials referred to in Article 6.1 contain confidential information and trade secrets of APPRX B.V. or its licensors. Without prejudice to the provisions of Article 3, the Client undertakes to keep this software, equipment, and materials confidential, not to disclose or make them available to third parties, and to use them solely for the purpose for which they were made available. "Third parties" shall also be deemed to include all persons working in the Client's organization who do not necessarily need to use the software, equipment, and/or other materials.

6.4 The Client is not permitted to remove or alter any indication concerning copyrights, trademarks, trade names, or other intellectual or industrial property rights from the

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software, equipment, or materials, including any indication regarding the confidential nature and secrecy of the software.

6.5 APPRX B.V. is entitled to take technical measures to protect the software referred to in Article 6.1. If APPRX B.V. has secured the software through technical protection, the Client is not permitted to remove or circumvent this protection. If these protection measures result in the Client being unable to make a backup copy of the software, APPRX B.V. shall, upon the Client's request, provide a backup copy of the software to the Client.

6.6 Except in cases where APPRX B.V. provides a backup copy of the software to the Client, the Client has the right to retain one backup copy of the software, which shall also include the right to make such a copy. In these general terms and conditions, a backup copy shall be understood to mean: a physical medium on which the software is recorded, used solely to replace the original copy of the software in the event of involuntary loss of possession or damage. The backup copy must be an identical copy and must always bear the same labels and markings as the original copy.

6.7 APPRX B.V. shall indemnify the Client against any legal action based on the allegation that software, equipment, or materials developed by APPRX B.V. itself infringe any intellectual or industrial property right valid in the Netherlands, provided that the Client promptly informs APPRX B.V. in writing of the existence and content of the legal action and leaves the handling of the case, including any settlements, entirely to APPRX B.V. To this end, the Client shall grant the necessary powers of attorney, information, and cooperation to APPRX B.V. to defend itself against such legal actions if necessary in the name of the Client. This indemnification obligation lapses if and to the extent that the alleged infringement is related to changes made by the Client to the software, equipment, or materials, or made by third parties on the Client's behalf.

If it is irrevocably established in court that the software, equipment, or materials developed by APPRX B.V. itself infringe a third party's intellectual or industrial property right, or if in the opinion of APPRX B.V. there is a reasonable chance that such an infringement exists, APPRX B.V. shall, at its own discretion, either take back the delivered items in return for crediting the acquisition costs, less a reasonable usage fee, or ensure that the Client can continue to use the delivered items, or functionally equivalent software, equipment, or materials, without disruption. Any other or further liability or indemnification obligation of APPRX B.V. due to infringement of third-party intellectual or industrial property rights is excluded, including liability and indemnification obligations of APPRX B.V. for infringements caused by the use of the delivered equipment, software, and/or materials in a form not modified by APPRX B.V., in

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combination with goods or software not delivered or provided by APPRX B.V., or in any manner other than that for which the equipment, software, and/or materials were developed or intended.

6.8 The Client warrants that no third-party rights prevent the provision to APPRX B.V. of equipment, software, or materials for the purpose of use or modification, and the Client shall indemnify APPRX B.V. against any action based on the allegation that such provision, use, or modification infringes any third-party right.

## Client Cooperation

7.1 The Client shall at all times provide APPRX B.V. with all data or information that is useful and necessary for the proper execution of the agreement in a timely manner and shall render all required cooperation.

7.2 The Client is responsible for the use and application within its organization of the equipment, software, and of the services to be provided by APPRX B.V., as well as for the control and security procedures and adequate system management.

7.3 If it has been agreed that the Client will make software, materials, or data available on information carriers, these shall comply with the specifications necessary for the performance of the work.

7.4 If the data necessary for the execution of the agreement are not made available to APPRX B.V., are not made available on time, or are not made available in accordance with the agreements, or if the Client otherwise fails to fulfil its obligations, APPRX B.V. shall in any case have the right to suspend the execution of the agreement and shall have the right to charge the costs resulting from this delay according to its usual rates.

7.5 In the event that employees of APPRX B.V. perform work at the Client's location, the Client shall provide, free of charge, the facilities reasonably required by such employees, such as a workspace with telecommunication facilities, etc. The Client shall indemnify APPRX B.V. against any claims from third parties, including employees of APPRX B.V., who suffer damage in connection with the execution of the agreement as a result of acts or omissions of the Client or unsafe conditions within its organization.

## 8. Delivery Terms

8.1 All (delivery) terms stated or agreed upon by APPRX B.V. have been established to the best of its knowledge based on the information available to APPRX B.V. at the time of entering into the agreement. These terms will be observed as much as possible; however, they are not to be considered as strict deadlines.

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8.2 If there is a risk that any term will be exceeded, APPRX B.V. and the Client will consult as soon as possible. Exceeding a term shall not under any circumstances entitle the Client to compensation, dissolution of the agreement, or any other action against APPRX B.V. Unless expressly agreed otherwise in writing, the Client waives the right to dissolve the agreement due to delay.

8.3 In all cases — therefore also in the event that parties have expressly agreed upon a final delivery term in writing — APPRX B.V. shall only be in default after the Client has declared APPRX B.V. to be in default in writing, whereby a reasonable period for compliance is granted and APPRX B.V. still fails to meet its obligations within that period.

8.4 APPRX B.V. is at all times entitled to deliver in parts or to invoice in parts.

## 9. Termination

9.1 Each party shall be entitled to terminate the agreement in whole or in part in writing with immediate effect, without any judicial intervention being required, if the other party, after having been given proper notice of default, attributable fails to fulfill essential obligations under the agreement, provided that the shortcoming justifies termination.

9.2 APPRX B.V. shall also be entitled to terminate the agreement in writing with immediate effect, without notice of default being required, if the Client:

- a. is declared bankrupt or files for bankruptcy;
- b. is granted a (temporary or definitive) suspension of payments;
- c. is subject to attachment of a significant part of its assets or business inventory;
- d. proceeds to liquidate its company or ceases its business operations.

9.3 If the agreement is terminated, any amounts owed by the Client to APPRX B.V. become immediately due and payable. The Client shall not be entitled to any refund of fees already paid.

9.4 In the event of termination of the agreement, the provisions which by their nature are intended to survive the termination shall remain in full force, including but not limited to provisions regarding confidentiality, intellectual property rights, liability, and dispute resolution.

## 10. APPRX BV Limitation of Liability and Indemnification

10.1 The total liability of APPRX B.V. due to an attributable failure in the performance of the agreement or for any other legal reason, including any failure to comply with a warranty obligation, shall be limited to compensation of direct damages up to the amount of the price stipulated for the agreement (excluding VAT). If the agreement is primarily a

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continuing performance agreement with a term of more than one year, the stipulated price shall be deemed to be the total fees (excluding VAT) paid in the twelve months preceding the occurrence of the damage.

10.2 The liability of APPRX B.V. for direct damages shall in all cases be limited to a maximum of €500,000 (five hundred thousand euros), unless the damage is the result of intent or gross negligence on the part of APPRX B.V. APPRX BV cannot be held liable for any damages incurred by processes involving artificial intelligence.

10.3 Direct damages shall be understood to mean exclusively:

- a. the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
- b. the reasonable costs incurred to make the performance of APPRX B.V. conform to the agreement, unless the defect cannot be remedied;
- c. the reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damages as referred to in this article.

10.4 APPRX B.V. shall never be liable for indirect damages, including consequential damages, loss of profit, missed savings, reduced goodwill, damage due to business interruption, damages resulting from claims by the Client's customers, loss of data, or damage related to the use of third-party items, materials, or software prescribed by the Client to APPRX B.V.

10.5 Unless performance by APPRX B.V. is permanently impossible, liability on the part of APPRX B.V. due to an attributable failure in the performance of the agreement shall arise only if the Client promptly provides APPRX B.V. with written notice of default, whereby a reasonable term is set for remedying the failure, and APPRX B.V. still fails to meet its obligations after such term. The notice of default must contain a description of the failure that is as complete and detailed as possible, enabling APPRX B.V. to respond adequately.

10.6 The right to compensation shall at all times be subject to the condition that the Client reports the damage to APPRX B.V. in writing as soon as possible, but no later than 30 (thirty) days after the damage has occurred.

10.7 The limitations of liability referred to in this article shall lapse in the event of damage resulting from intent or deliberate recklessness on the part of APPRX B.V.

10.8 Client indemnifies APPRX BV against product liability claims resulting from use of APPRX BV's components.

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## 11. Force Majeure and its Consequences

11.1 APPRX B.V. shall not be obliged to fulfill any obligation under the agreement if it is prevented from doing so as a result of force majeure. Force majeure shall be understood to mean, in addition to its definition under Dutch law and jurisprudence, all external causes, foreseen or unforeseen, over which APPRX B.V. has no control, and which prevent APPRX B.V. from fulfilling its obligations. This includes, but is not limited to: power outages, failures of internet or telecommunications infrastructure, cyberattacks, network attacks (including denial of service attacks), war, civil unrest, fire, floods, earthquakes, epidemics, pandemics, governmental measures, strikes, and general transportation problems.

11.2 During the period of force majeure, the obligations of APPRX B.V. shall be suspended. If the period during which performance by APPRX B.V. is not possible due to force majeure lasts longer than ninety (90) days, either party shall be entitled to terminate the agreement without any obligation to pay compensation.

11.3 Insofar as APPRX B.V. has already partially fulfilled or will be able to partially fulfill its obligations under the agreement at the time the force majeure occurs, and the part fulfilled or to be fulfilled has independent value, APPRX B.V. shall be entitled to invoice the part already fulfilled or to be fulfilled separately. The Client shall pay this invoice as if it were a separate agreement.

## 12. Export

12.1 In the event of export of equipment, components or software by Client, the relevant export provisions shall apply. Client shall indemnify APPRX BV against any and all claims from third parties related to violations of the applicable export provisions attributable to Client.

## 13. Personal data processing

13.1 If APPRX BV is to process personal data in the performance of the Services, the General Data Protection Regulation ("GDPR") imposes on APPRX BV and the Client the obligation to enter into commitments regarding the processing to be carried out by APPRX BV that provides guarantees in respect of the technical and organizational security measures relating to the processing to be carried out. In the absence of a further, separately agreed 'processing agreement', the provisions of this article shall apply as the obligations referred to in the GDPR.

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13.2 APPRX BV shall only process the personal data under the authority of the Client and solely for the purpose of performing the Services, for as long as the Agreement continues. In this respect, the Client is to be considered the controller, and APPRX BV the processor.

13.3 The personal data of those involved, which may be processed by APPRX BV with respect to the Services, are further specified in the Agreement.

13.4 If these General Terms and Conditions or the Agreement refer to provisions of the Data Protection Act, the corresponding provisions of the General Data Protection Regulation ("GDPR") apply from 25 May 2018.

13.5 APPRX BV will make every effort to take appropriate technical and organizational measures with regard to the processing of personal data to be carried out and will endeavor to ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs involved in taking the security measures.

13.6 APPRX BV guarantees that anyone acting under the authority of APPRX BV, insofar they have access to personal data originating from the Client, will only process these data on the Client's instructions, subject to any deviating legal obligations.

13.7 APPRX BV may process the personal data in countries within the European Union. The Client also gives APPRX BV permission to process personal data outside the European Union. Processing outside the European Union will only take place in compliance with the applicable laws and regulations. On request of the Client, APPRX BV shall inform the Client in which countries, outside the European Union, personal data are processed by APPRX BV.

13.8 The Client hereby gives APPRX BV permission to make use of a third party when processing personal data for the purpose of providing the Services, in compliance with the applicable laws and regulations. APPRX BV will ensure that these third parties will assume the same duties as the Client and APPRX BV have agreed upon in writing, and will ensure the appropriate authorizations. On the Client's request, APPRX BV shall inform the Client as soon as possible about the third parties engaged by him. The Client has the right to object to any third party engaged by APPRX BV. If the Client objects to any third parties engaged by APPRX BV, the Client and APPRX BV shall consult with each other to find a solution.

13.10 If, with respect to a statutory obligation or exercise of the statutory rights of those involved, APPRX BV must provide, change, move, remove or surrender personal data stored in APPRX BV's systems, APPRX BV shall assist the Client as much as possible in this regard. The costs of the work involved may be invoiced separately. In the event that a data

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subject wishes to exercise one of his/her statutory rights and makes a respective request to APPRX BV, APPRX BV will forward the request to the Client. The Client will subsequently deal with the request independently.

13.11 The Client is entitled to have an audit carried out by an independent third party, who is bound to secrecy, for the purpose of verification of this Article 11. This audit will only take place in the event of a specific suspicion of abuse demonstrated by the Client. The audit initiated by the Client shall take place two weeks after prior written notification by the Client. The costs of an audit shall be borne by the Client.

13.12 All personal data which APPRX BV receives from the Client for the performance of the Services and/or collects itself, are subject to an obligation of confidentiality in respect of third parties. This duty of confidentiality does not apply to the extent that the Client has given express permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the Services, or in case of a legal obligation to provide the information to a third party. If APPRX BV is legally obliged to provide information to a third party, APPRX BV shall immediately inform the Client to the extent permitted by law.

13.13 The Client, as the responsible party in the sense of the GDPR, is at all times responsible for reporting a data leak (which means a breach of personal data security resulting in the possibility of serious adverse consequences, or has serious adverse consequences, for the protection of personal data) to the supervisory body/bodies and/or parties involved. In order to enable the Client to comply with this legal obligation, APPRX BV shall notify the Client as soon as possible and no later than forty-eight (48) hours after discovery of a data leak. If required by law and/or regulations, APPRX BV shall cooperate in informing the competent supervisor and/or those involved.

13.14 The duty to report includes in any case reporting the fact that a leak has occurred. In addition, the duty of notification includes, to the extent APPRX BV has such information:- the date on which the leak occurred (if no exact date is known: the period within which the leak occurred);- the (alleged) cause of the leak;- the date and time at which APPRX BV or a third party or subcontractor engaged by it became aware of the leak;- the number of persons whose data have been leaked (if an exact number is not known: the minimum and maximum number of persons whose data have been leaked);- a description of the group of persons whose data have been leaked, including the type or types of personal data leaked;- whether the data have been encrypted, hashed or otherwise made unintelligible or inaccessible to unauthorized persons;- the measures planned and/or already taken to seal the leak and to limit the consequences of the leak;- contact details for the follow-up

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of the report. A.11.15 After the end of the Agreement, APPRX BV will remove or return the personal data referred to in this article 13.3, at the Client's discretion

## 14. Governing Law and Disputes

14.1 The agreements between Supplier and Client shall be governed by Dutch law.

14.2 Any disputes that may arise between Supplier and Client in connection with an agreement concluded between them, or in connection with any further agreements resulting therefrom, shall be resolved by arbitration in accordance with the Arbitration Rules of the Stichting Geschillen Oplossing Automatisering (SGOA) in Heemstede (<https://sgoa.eu/>), but only after the procedure according to the SGOA Minitrial Rules (i.e., a non-binding advisory procedure) has been followed, without prejudice to the right of either party to request interim relief in summary proceedings.

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## SERVICES

The provisions included in this chapter "Services" shall apply, in addition to the General Provisions of these general terms and conditions, in the event that Supplier provides services, such as IT consultancy, feasibility studies, consultancy, education, courses, training, support, the design or development of software or information systems, or assistance with such activities, and services relating to networks. These provisions shall not affect the provisions of these general terms and conditions concerning specific services, such as computer services, software development, and maintenance.

## 15. Performance

15.1 Supplier shall make every effort to perform the services with due care, where applicable in accordance with the written agreements and procedures established with Client. Before starting the service provision, Supplier shall inform Client during which period(s) and at what times its employee(s) will be available. In the event of unforeseen absence of the employee(s) concerned, such as due to illness, Supplier shall consult with Client in order to find a solution.

15.2 Client is responsible for selecting the services, for the effective integration of these services into its organization, and for selecting the employees of Supplier involved in the performance of the services, unless explicitly agreed otherwise in writing. Client is not

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permitted to assign Supplier's employees to tasks other than those agreed between the parties.

15.3 If the parties have agreed that the service provision shall be carried out in stages, Supplier is entitled to postpone the commencement of services for a subsequent stage until Client has approved the results of the preceding stage in writing.

15.4 Only if explicitly agreed in writing is Supplier required to follow timely and responsibly provided instructions from Client in the course of the service provision. Supplier is not obliged to follow instructions that alter or supplement the scope or content of the agreed services. If, however, such instructions are followed, the relevant activities shall be compensated in accordance with Article 15.

15.5 If the service agreement has been concluded with a view to performance by a specific individual, Supplier is always entitled to replace this person with one or more individuals of equal qualifications.

## **16. Modifications and Additional Work**

16.1 If Supplier, at the request or with the prior consent of Client, performs work or delivers other services outside the scope of the agreed services, Client shall compensate Supplier for such work or services according to Supplier's usual rates. However, Supplier is not obliged to comply with such a request and may require a separate written agreement for that purpose.

16.2 Client acknowledges that such additional work or services as referred to in Article 15.1 may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of Client and Supplier.

16.3 Insofar as a fixed price has been agreed for the services and the parties intend to enter into a separate agreement concerning additional work or services, Supplier shall inform Client in writing in advance about the financial consequences of such additional work or services.

## **17. Education, Courses, and Training**

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17.1 Insofar as Supplier's services consist of providing education, courses, or training, Supplier may require full payment of the applicable fees before commencement. The consequences of cancellation of participation shall be governed by the rules customarily applied by Supplier.

17.2 If, in Supplier's opinion, the number of registrations so warrants, Supplier shall be entitled to combine the education, course or training with one or more other sessions, or to reschedule the session to a later date or time.

## SOFTWARE DEVELOPMENT

The provisions in this chapter "Software Development" shall apply, in addition to the General Provisions of these general terms and conditions and the special provisions of the chapter "Services", if Supplier develops software at Client's request. The chapter "Use and Maintenance of Software" also applies to such software, unless otherwise specified herein. The rights and obligations referred to in this chapter pertain solely to computer software in machine-readable form recorded on a data carrier readable by such machine, as well as to the associated documentation.

### 18. Software Development

18.1 The parties shall specify in writing which software is to be developed and how this will be carried out. Supplier shall develop the software with due care, based on the data provided by Client, for which accuracy, completeness, and consistency Client is responsible.

18.2 Supplier is entitled, but not obliged, to examine the accuracy, completeness, or consistency of the data or specifications made available to it and, if any deficiencies are found, to suspend the agreed work until Client has remedied the deficiencies.

18.3 Client shall acquire all intellectual property rights to the software created specifically and exclusively for Client under the agreement. In such cases, the source code of the

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software concerned and the technical documentation produced during its development shall also be made available to Client.

## 19. Delivery, Installation, and Acceptance

19.1 Supplier shall activate and install the software to be developed in accordance with the specifications agreed in writing, the latter only if installation by Supplier has been explicitly agreed in writing.

19.2 If an acceptance test has been agreed in writing, the testing period shall be fourteen days from delivery or, if installation by Supplier has been agreed, from completion of the installation. During the testing period, Client is not permitted to use the software for productive or operational purposes.

19.3 The software shall be deemed accepted:

- a. if no acceptance test has been agreed: upon delivery, or if installation by Supplier has been agreed in writing, upon completion of the installation, or
  - b. if an acceptance test has been agreed in writing: on the first day after the test period, or
  - c. if Supplier receives a test report before the end of the test period: at the moment when the errors mentioned in that test report have been remedied, notwithstanding the presence of defects that, under Article 19.6, do not justify withholding acceptance.
- Notwithstanding the foregoing, the software shall be deemed fully accepted from the moment Client makes any use of it for productive or operational purposes prior to formal acceptance.

19.4 If, during the agreed acceptance test, errors in the software obstruct progress of the test, Client shall notify Supplier of this in writing and in detail, in which case the testing period shall be suspended until such time as the obstruction has been removed.

19.5 If the agreed acceptance test reveals errors in the software, Client shall inform Supplier in writing and in detail through a test report no later than the last day of the testing period. Supplier shall make every reasonable effort to correct the reported errors within a reasonable time and may, at its discretion, implement temporary solutions, program bypasses or problem-avoiding restrictions in the software.

19.6 Acceptance of the software may not be withheld on grounds other than those related to the explicitly agreed specifications, and not on the grounds of minor errors, being

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errors that do not reasonably prevent the software's productive or operational use, without prejudice to Supplier's obligation to remedy such minor errors under the warranty arrangement of Article 22.

19.7 If the software is delivered and tested in phases and/or parts, the non-acceptance of a specific phase or part shall not affect any acceptance of an earlier phase or another part.

## USE AND MAINTENANCE OF SOFTWARE

The provisions in this chapter "Use and Maintenance of Software" shall apply, in addition to the General Provisions of these general terms and conditions, to all software made available by Supplier. The rights and obligations described herein pertain solely to computer software in machine-readable form recorded on a data carrier readable by such machine, as well as to the associated documentation, including any new versions supplied by Supplier.

### 20. Right of Use

20.1 If and insofar as no transfer of intellectual property rights to Client as referred to in Article 6.2 has taken place, Supplier grants Client the right to use the software, whether on an exclusive basis or not. If a right of use in respect of the software has been granted to Client, Client shall strictly comply with the agreed usage restrictions and the other provisions of this Article 20. Without prejudice to the other provisions of these general terms and conditions, the right of use granted to Client shall include only the right to load and run the software.

20.2 The software may be used by Client exclusively within its own company or organization on the processing unit and for the specific number or type of users or connections for which the right of use has been granted. In the absence of specific agreements in this regard, the processing unit on which the software was first used by Client and the number of connections that were connected to that processing unit at the time of first use shall be deemed to be the designated processing unit and number of connections for which the right of use was granted.

20.3 Except to the extent permitted by mandatory statutory provisions, Client is not entitled to reproduce, translate, adapt, decompile, reverse engineer or disassemble the software, or otherwise attempt to derive the source code thereof. Client shall not remove or circumvent technical provisions intended to protect the software.

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20.4 Client is not permitted to sell, rent out, sublicense, alienate or grant limited rights to the software or make it available to third parties in any manner or for any purpose, including—without limitation—by means of outsourcing, Software-as-a-Service (SaaS), platform-as-a-service (PaaS), or any other hosting service, unless otherwise agreed in writing.

20.5 Immediately upon termination of the right of use of the software, Client shall cease and desist from any further use of the software. At that time, Client shall delete all copies of the software in its possession and return all physical media on which the software is provided to Supplier, or destroy these after obtaining Supplier's prior written consent.

## 21. Delivery and installation

21.1 Supplier shall deliver the software to Client on the agreed type of data carrier or, if no agreements have been made in this regard, by making it available through telecommunication means (online).

21.2 Only if expressly agreed in writing shall Supplier install the software at Client's location. In the absence of such agreement, Client shall be responsible for installation, configuration, and tuning of the software.

21.3 If no acceptance test has been agreed between the parties, Client shall accept the software in the condition it is in at the time of delivery, without prejudice to Supplier's obligations under the warranty set out in Article 22.

## 22. Warranty

22.1 Supplier shall endeavor to the best of its abilities to remedy, within a reasonable period, any defects in the software as described in the documentation, provided such defects are reproducible and reported in detail by Client within three months after delivery or, if an acceptance test was agreed, within three months after acceptance. Defect correction shall be carried out free of charge, unless the software was developed at the request of Client other than for a fixed price, in which case Supplier shall charge for such remedy according to its standard rates.

22.2 Supplier does not guarantee that the software will function without interruption or errors or that all defects will be corrected. Supplier shall not be obliged to correct defects reported after the expiry of the warranty period referred to in Article 22.1, unless a separate maintenance agreement has been entered into.

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22.3 Supplier may charge its standard rates and costs of repair if the defects reported by Client appear to result from user errors, improper use, or from causes not attributable to Supplier. The obligation to repair shall lapse if Client modifies the software without Supplier's prior written consent.

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## 23. Maintenance

23.1 If a maintenance agreement has been concluded or if the provision of maintenance is included in the use of the software, Client shall report any defects in detail to Supplier in accordance with the agreed procedures. Upon receipt of the report, Supplier shall, to the best of its abilities, undertake to repair the defects in accordance with its standard procedures. Depending on the urgency and nature of the defect, the results shall be made available to Client in the manner and timeframe deemed appropriate by Supplier. Supplier may install temporary solutions, program bypasses, or problem-avoiding restrictions in the software.

23.2 Supplier is not obliged to maintain or support older versions of the software or to maintain software which has not been developed by or on behalf of Supplier.

23.3 If maintenance also includes the provision of new versions of the software, such provision shall take place at Supplier's discretion. Three months after a new version has been made available, Supplier shall no longer be obliged to repair any defects in the previous version or to provide support or perform maintenance on it.

23.4 Supplier may require Client to enter into a separate written agreement for new functionality and versions that are made available and which have a materially different character or scope than those previously provided.

23.5 Unless otherwise agreed in writing, Supplier is not obliged to maintain interfaces, links, or interoperability of the software with third-party software or hardware.

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# Appendix A: Cloud Support Policy

## 1. Scope

This Cloud Support Policy applies to all Managed Cloud Services provided by APPRX B.V. It outlines the terms under which cloud-based support services are provided, including service levels, client responsibilities, and escalation paths.

## 2. Definitions

- “Business Day” means Monday through Friday in CET time zone.
- “Business Hours” means 9:00 a.m. to 5:00 p.m. on Business Days.
- “Customer Representative” means the individual employee of Customer that submits a Support Request via phone, email or through the Support Portal.
- “Documentation” means the published documentation describing the functionality of the Managed Cloud Service.
- “Issue” means a failure of the Managed Cloud Service to conform to the specifications set forth in the Documentation.
- “Support Request” means a support request or Issue submitted by Customer as described in this Support Services Policy.
- “Support Services” means the support services purchased by Customer and described in this Support Services Policy.

## 3. Support Availability

- Support Portal Access: 24/7 for submitting support requests.
- Standard Business Hours: Monday to Friday, 09:00–17:00 CET.
- Support Language: English.

## 4. Support Levels

APPRX offers the following levels of support:

- Standard Support
- Silver Support
- Gold Support (24/7, Enhanced SLA, multi-zone environments only)

Support costs for Standard and Silver levels are included in the subscribed node pricing.

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## 5. Communication Channels Support is provided via:

- Email
- Support Portal where provided
- Video conferencing (by appointment)
- Telephone (Premium only, b appointment)

## 6. Priority Levels and Actions

Priority Definition	APPRX Actions
P1 Production system severely impacted or down	Continuous specialist attention, workaround/fix, real-time updates
P2 System unstable or critical functionality degraded	Specialist assigned, regular updates, workaround/fix in parallel
P3 Issue with workaround, non-critical functions affected	Support during business hours until resolved
P4 Cosmetic, documentation, or enhancement requests	Triaged, potentially included in future release

During the support submission process, Customer may assign a priority level to a Support Request. APPRX B.V. will review Customer's priority designation and respond in accordance with the applicable Target Initial Response Time. However we may re-assign the priority level if it believes Customer's designation to be incorrect based on the definitions specified in this Support Policy. APPRX B.V. will notify Customer of such a change in its response to the Support Request.

A "Response" is an initial reply to the Support Request. The "Target First Response Times" shall be measured by the elapsed time between the receipt of a Support Request and the time when APPRX B.V. begins to address it, by responding and initiating communication with Customer about the Support Request. The actual time required to fully resolve an Issue or Support Request, if such full resolution occurs, may be longer than the Target First Response Time. Customer understands and agrees that resolution of an Issue or Request is not guaranteed and may not occur.

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<b>Priority Standard</b>		<b>Silver</b>	<b>Gold</b>
P1	< 8 business hours	< 60 minutes	< 30 minutes
P2	< 8 business hours	< 4 business hours	< 2 business hours
P3	< 8 business hours	< 8 business hours	< 8 business hours
P4	< 2 business days	< 2 business days	< 2 business days

## 7. Client Responsibilities

- Submit accurate, complete support requests.
- Designate personnel for P1/P2 diagnostics.
- Provide reproducible test cases and relevant logs.
- Implement patches or workarounds as advised.

## 8. Exclusions

Support obligations do not apply where:

- The issue is caused by third-party software not managed by APPRX.
- The Client uses the service outside recommended configurations.
- Hardware, network, or customer-side errors are involved.
- Payments are overdue.

**9. Technical Architect (Gold only)** A named Technical Architect may be assigned to proactively support strategic roadmap planning, incident resolution, and best practices.

**10. Changes to this Policy** APPRX may update this policy with prior notice, provided service levels are not materially diminished during the paid period.

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## Appendix B: Platform Support Policy

**1. Scope** This Platform Support Policy applies to all support services for APPRX's Platform-based software and applications, including stacks.

### 2. Definitions

- Business Day means Monday through Friday in the Customer's CET time zone.
- Business Hours means 9:00 a.m. to 5:00 p.m. on Business Days.
- APPRX Platform refers to the combined software stacks and cloud services of APPRX B.V., including all applications running on the respective Cloud Service .
- Documentation means the official written guidance and technical specifications provided for the Supported Software.
- Issue means a deviation of the Supported Software from the specifications described in the Documentation, which results in the inability to use the software or imposes a significant limitation on its use.
- Maintenance Release means a version of the Supported Software released by APPRX B.V. that addresses one or more Issues or ensures continued operation in accordance with the Documentation.
- Support Request means a request submitted by the Customer concerning an Issue, as further described in this Support Policy.
- Support Services means the support and maintenance services purchased by the Customer and described in this Support Policy.
- Supported Software means the currently supported versions of the APPRX Platform components. g.
- Update means a modification or addition to the Supported Software intended to correct an Issue.
- Workaround means a procedure or method that, when followed during normal operation of the Supported Software, neutralizes the practical impact of the Issue for the Customer.

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### 3. Support Availability

- Support Portal Access: 24/7 for submitting support requests.
- Standard Business Hours: Monday to Friday, 09:00–17:00 CET.
- Support Language: English.

### 4. Support Levels

APPRX offers the following levels of support:

- Standard Support
- Silver Support
- Gold Support (24/7, Enhanced SLA, multi-zone environments only)

### 5. Communication Channels

Support is provided via:

- Email
- Support Portal where provided
- Video conferencing (by appointment)
- Telephone (Premium only, by appointment)

### 6. Priority Levels and Response

Priority	Description	Response & Actions
P1	Production system is severely impacted or unavailable	Specialists assigned immediately, real-time updates, workaround or fix in parallel
P2	Limited capabilities or unstable with periodic interruptions	Assigned specialist, regular communication, workaround/fix in progress
P3	Issues with workaround, minor feature limitations	Handled during business hours, progress until resolution
P4	Clarifications, documentation,	Triaged and considered for future releases

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**Priority Description**

**Response & Actions**

cosmetic, or enhancements

During the support submission process, Customer may assign a priority level to a Support Request. APPRX B.V. will review Customer’s priority designation and respond in accordance with the applicable Target Initial Response Time. However we may re-assign the priority level if it believes Customer’s designation to be incorrect based on the definitions specified in this Support Policy. APPRX B.V. will notify Customer of such a change in its response to the Support Request.

A “Response” is an initial reply to the Support Request. The “Target First Response Times” shall be measured by the elapsed time between the receipt of a Support Request and the time when APPRX B.V. begins to address it, by responding and initiating communication with Customer about the Support Request. The actual time required to fully resolve an Issue or Support Request, if such full resolution occurs, may be longer than the Target First Response Time. Customer understands and agrees that resolution of an Issue or Request is not guaranteed and may not occur.

	<b>Priority Bronze</b>	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>
	Business days	Business days	Business days	24-7
P1	<4 business hours	< 2 business hours	< 30 minutes	< 30 minutes
P2	< 8 business hours	< 4 business hours	< 2 business hours	< 2 business hours
P3	< 16 business hours	< 16 business hours	< 8 business hours	< 8 business hours
P4	< 4 business days	< 2 business days	< 2 business days	< 2 business days

## 7. Updates and maintenance releases

APPRX B.V. will use commercially reasonable efforts to provide an Update or Workaround designed to solve or bypass a reported Issue, in accordance with the tables in sections above. Customer will use commercially reasonable efforts to install and implement Maintenance Releases for the installed version of the APPRX Platform as such Maintenance Releases become available. An Update or Workaround may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing an applicable Update is available. APPRX B.V. will make Maintenance Releases

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available to Customer if, as and when APPRX B.V. makes any such Maintenance Release generally available to its customers

## 8. Customer Responsibilities

Customer Responsibilities. APPRX B.V.'s provision of Support Services depends upon Customer fulfilling the following responsibilities with respect to each Issue:

(a) Customer making reasonable efforts to resolve the Issue before reporting the Issue to APPRX B.V., including having the Issue reviewed by the representative of Customer that submits the Support Request;

(b) Customer providing APPRX B.V. with sufficient information, including a description of the issue, changes made preceding its occurrence and any reproducible test cases requested by APPRX B.V.;

(c) Customer making commercially reasonable efforts to install any applicable Maintenance Releases for the installed version of the APPRX Platform as such Maintenance Releases become available;

(d) Customer procuring, installing and properly maintaining all equipment, network connections, communication interfaces and other hardware necessary to operate the Supported Software; and (e) (For P1 and P2 Issues only) Customer designating personnel resources to provide necessary diagnostic information and engage with GDI until an Update or Workaround is made available

**9. Escalation Procedure** Requests unresolved within target response times may be escalated by reassigning the ticket as “Escalation” in the portal.

## 11. Exclusions

Notwithstanding anything to the contrary in this Support Services Policy or the Agreement, APPRX B.V. is not obligated to continue work on a Support Request when APPRX B.V. determines that:

(a) the Supported Software has been changed or modified (except if by APPRX B.V. or under the direct supervision of APPRX B.V.);

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(b) the reported issue has been caused by a hardware malfunction, the configuration of the operating environment or data center, network latency or causes in Customer's environment beyond the reasonable control of APPRX B.V.;

(c) the reported issue has been caused by third party software not provided by APPRX B.V.;  
or

(d) Customer has not made reasonable efforts to install and implement in a timely manner all available Maintenance Release(s) for the installed version of Supported Software

**10. Technical Architect (Gold & Platinum Only)** As part of Gold and Platinum-level Support Services, APPRX B.V. shall assign a named customer success technical architect to your account. The Technical Architect has deep product expertise with deep awareness of your business needs to proactively guide your technical roadmap and facilitate other services across APPRX platform, including product, Support Services, and professional services. The Technical Architect responsibilities do not encompass the more detailed implementation guidance provided through APPRX Professional Services. The Technical Architect responsibilities are driving you through the purchased services - e.g. training, development, professional services and support. With the Technical Architect you can discuss topics related to: Project management, Development of Platform-related components, Architecture and configuration choices, Best practices and use cases, Upgrade and migration planning, Speed on product releases, Best solutions for your needs, Production incidents, Roadmap priorities.

**11. Extended Support (Gold & Platinum)** Gold and Platinum Only. As part of Gold and Platinum-level Support Services, APPRX will provide extended Support Services ("Extended Support") for Supported Software (Platform, Connections (Apps)) for 1 year from the date of general availability. Extended Support is subject to the following conditions: APPRX will provide code fixes as a cumulative patch. Each new code fix will be built upon all other code fixes available for the release. Code fixes will be limited in scope, with priority given to fixes without Workarounds that are related to either security, data loss, or stability. Extended Support is limited to use cases and deployments of Supported Software and will not include support for new deployments, or new use cases of existing deployments, that use versions of Supported Software in the extended support window

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**12. Proactive Monitoring** Proactive Support is an additional APPRX B.V. product that provides customers with intelligent alerts and monitoring dashboards. Proactive Support can be enabled on request and customized /configured on each APPRX Platform service to regularly send data to servers for storage and aggregation.

**13. Updates** Client agrees to install maintenance releases as made available. APPRX is not responsible for issues in outdated versions.

**14. Policy Changes** Policy updates may be issued by APPRX with 30 days' notice.

**End of Appendices**

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