

General Terms and Conditions of EarthScan.io B.V.

Article 1: Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise.

<i>User:</i>	EarthScan.io B.V.
<i>Client:</i>	Counterparty of the User
<i>Agreement:</i>	The contract for the provision of services.

Article 2: Applicability

- 2.1. These conditions apply to every offer, quotation and Agreement between the User and a Client upon which the User has declared these conditions applicable, insofar that the parties have not expressly deviated from these conditions in writing.
- 2.2. The present conditions also apply to all Agreements with User where the execution may require the assistance of third parties.
- 2.3. Any deviations from these general terms and conditions are only valid if expressly agreed in writing.
- 2.4. The applicability of eventual procurement or other conditions of the Client are explicitly rejected.
- 2.5. If one or more of the provisions in these general terms and conditions or in the corresponding Agreement are null and void or become void, the other provisions of these general terms and conditions and of the Agreement remain fully applicable. User and Client will then enter into consultation in order to agree new provisions to replace the null and void or nullified provisions, whereby if and as far as possible the purpose and intent of the original provision will be taken into account.

Article 3: Offer, quotation and formation Agreement

- 3.1. Any offer or quotation made by the User is without obligation, unless explicitly a term for acceptance is mentioned.
- 3.2. The prices in these offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred within the framework of the Agreement, including shipping and administration costs, unless agreed otherwise.
- 3.3. The offer is exclusively based on the information provided by the Client for this purpose, whereby the User can rely on the correctness and completeness thereof. The Client guarantees the correctness and completeness of the information.
- 3.4. If the acceptance deviates (on minor points) from the offer included in the quotation, the User is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise.
- 3.5. A composite quotation does not oblige the User to perform part of the assignment against a corresponding part of the stated price.
- 3.6. Offers and quotations do not automatically apply to future assignments.
- 3.7. The Agreement between the User and the Client is established in one of the following forms and moments:
- whether, in case no order confirmation is sent, at the time when an offer made by the User is explicitly accepted by the Client orally or in writing and unchanged;
 - or, in case an order confirmation is sent, at the moment when the User has received the order confirmation sent to the Client and has confirmed this by Agreement;
 - or at the moment at which the User commenced execution of the assignment at the request of the Client.
- Nevertheless, each of the parties is free to prove that the Agreement has been established in a different manner and / or at another time.

Article 4: Execution of the Agreement

- 4.1. User shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, on the basis of the expertise that the Client may reasonably expect from the User. However, the User is not responsible for achieving a specific result, which means that there is an effort obligation.
- 4.2. User determines the manner in which and by which person(s) the assignment is executed. In doing so, he will observe the wishes expressed by the Client as much as possible. If and insofar as required for the proper execution of the Agreement, the User has the right to have certain work carried out by third parties.
- 4.3. The Client shall ensure that all data, as well as changes thereto, in the form and in the manner, of which the User indicates that these are necessary or of which the Client should reasonably understand that these are necessary both at the start and during (before) the execution of the Agreement, timely and properly provided to User. If the data required for the execution of the Agreement are not provided to the User on time or properly, the User has the right to suspend the performance of the Agreement and / or to charge the Client for the extra costs arising from the delay according to the usual rates.
- 4.4. The Client ensures that all resources and facilities, of which the User indicates that these are necessary or of which the Client should reasonably understand that these are necessary for the execution of the Agreement, are available to the User in time and at all times in order to function properly. If the resources required for the execution of the Agreement are not sufficiently available to the User, the User has the right to suspend the performance of the Agreement and / or to charge the Client for the extra costs arising from the delay according to the usual rates.
- 4.5. The Client guarantees the correctness, completeness and reliability of the data, resources and facilities provided to the User by or on their behalf. The User is not liable for damage, of any kind, because the User has assumed incorrect and / or incomplete information provided by the Client and the like, unless this incorrectness or incompleteness should have been known to the User.
- 4.6. The Client is obliged to immediately inform the User about changes in the information provided, etc., or other facts and circumstances that may be important in relation with the execution of the Agreement.
- 4.7. If it has been agreed that the Agreement will be executed in phases, the User can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
- 4.8. If the User or the third parties engaged by the User, perform work on the Client's location or on a location designated by the Client, the Client will provide the facilities reasonably needed by those employees free of charge.

- 4.9. Unless (i) User is required under any provision in the applicable national or international legislation and regulations, including professional rules and regulations, to disclose information, or (ii) User or persons affiliated with or working for User act in any disciplinary, civil, administrative or criminal proceedings in which this information may be of importance, User and the person(s) assigned by User shall neither disclose confidential information and personal data nor provide such information to third parties, other than those referred to in this article. When undertaking work User acts in accordance with the General Data Protection Regulation (GDPR).

Article 5: Amendments to the Agreement

- 5.1. In the event that it becomes apparent during the execution of the Agreement that for a proper execution it is required to amend or supplement the work to be performed, the parties shall adjust the Agreement accordingly in due time and in mutual consultation.
- 5.2. If the parties agree that the Agreement will be amended or supplemented, this may affect the completion time with respect to the Agreement's performance. User will inform the Client as soon as possible. This amendment or supplement to the Agreement does not entitle the Client to compensation.
- 5.3. If the amendment or supplement to the Agreement will have financial and / or qualitative consequences, the User will inform the Client in advance. User is entitled to charge additional costs to Client.
- 5.4. If a fixed fee has been agreed, the User will indicate to what extent the change or supplement to the Agreement will result in an exceeding of this fee.

Article 6: Contract duration

- 6.1. The Agreement between the User and the Client is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or the parties agree otherwise explicitly and in writing.
- 6.2. If a term has been agreed within the term of the Agreement for the completion of certain activities, this is never a strict deadline. If the execution period is exceeded, the Client must therefore give the User written notice of default. Exceeding does not oblige the User to pay any compensation and does not give the Client the right to dissolve the Agreement, unless there is intent or similar gross negligence on the part of the User.
- 6.3. The Agreement can - unless it is established that execution is permanently impossible - not be dissolved by the Client on grounds of exceeding deadline unless the User also fails to perform the Agreement or fails to complete it within a reasonable period of time which will be notified to the Client in writing at the end of the period originally agreed for the delivery.

Article 7: Cancellation

- 7.1. Each of the parties is entitled to terminate the Agreement with due observance of a reasonable period by the end of a calendar month by termination, unless the parties have agreed otherwise. Cancellation must be in writing.
- 7.2. If the Agreement is terminated prematurely (in case the Agreement is concluded for a definite period of time) is terminated by the Client, the User is entitled to compensation because of occupancy loss, which can be made plausible, unless the facts and circumstances on which the cancellation is based are imputable. In addition, the Client is then obliged to pay the invoices for work done up to that time.
- 7.3. If the Agreement is terminated prematurely by the User, the User shall, in consultation with the Client, ensure the transfer of work still to be performed to third parties, unless there are facts and circumstances underlying the cancellation that are attributable to the Client.
- 7.4. If the transfer of the work involves extra costs for the User, the Client is obliged to pay this to the User with due observance of the provisions of articles 8 and 9 of these general terms and conditions.

Article 8: Fees

- 8.1. Parties can agree a fixed fee when the Agreement is concluded.
- 8.2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the User's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed upon.
- 8.3. The fee and any cost estimates are exclusive of VAT.
- 8.4. For orders with a duration of more than two months, the costs owed will be charged periodically.
- 8.5. If the User agrees a fixed fee or hourly rate with the Client, the User is nevertheless entitled to increase this fee or rate, for example in the event of a change or supplement to the Agreement.
- 8.6. Furthermore, the User is entitled to pass on price increases if the rates with respect to wages have increased between the time of the offer and the delivery.
- 8.7. In addition, the User may increase the fee if during the execution of the work, it appears that the originally agreed or expected amount of work was insufficiently assessed at the conclusion of the Agreement, and this is not attributable to the User, which in reasonableness may not be expected of User to carry out the agreed work at the originally agreed fee. In that case, the User will notify the Client of the intention to increase the fee or rate. The User will state the extent of and the date on which the increase will take effect.

Article 9: Pay-out

- 9.1. Payment must be made within 14 days of the invoice date, without any deduction, discount or settlement by deposit or transfer to the bank or giro account indicated by the User. Objections against the amount of the invoices do not suspend the payment obligation.
- 9.2. If the Client fails to pay within the period of 14 days then the Client is legally in default. Client then owes an interest equal to the applicable statutory commercial interest. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount, whereby a part of a month is counted as a full month.
- 9.3. In the event of the Client being liquidated, declared bankrupt, repossession or granted suspension of payment, the claims of the User on the Client are

- immediately due and claimable.
- 9.4. The User is entitled to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. User can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation. The User can refuse full payment of the principal sum if the outstanding and accrued interest as well as the costs are not also paid.

Article 10: Retention of title

- 10.1. All items delivered by User, including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the User until the Client has fulfilled all obligations arising from all Agreements concluded with User, this at the discretion of User.
- 10.2. The Client is not authorized to pledge the items falling under the retention of title nor encumber them in any other way.
- 10.3. If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to inform User of this as soon as reasonably may be expected.
- 10.4. The Client undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.
- 10.5. Items delivered by the User, which are covered by the retention of title pursuant to article 10.1, may only be resold within the framework of normal business operations and may never be used as a means of payment.
- 10.6. In the event that User wishes to exercise his property rights as referred to in this article, the Client now gives unconditional and non-revocable consent to User or third parties to be designated to enter all those places where the properties of the User are located and those items to take back.

Article 11: Collection of costs

- 11.1. All judicial and extrajudicial (collection) costs reasonably incurred by the User in connection with the non-fulfillment or late fulfillment by the Client of his payment obligations are at the expense of the Client.
- 11.2. The Client owes interest on the collection costs incurred.

Article 12: Research, complaints

- 12.1. Complaints about the work performed must be reported by the Client to the User in writing within 8 days after discovery, but no later than 14 days after completion of the work concerned. The notice of default must contain as detailed a description as possible of the shortcoming, so that the User is able to respond adequately. A complaint does not suspend the payment obligation of the Client, except insofar as the User has informed the Client in writing that he considers the complaint to be (partially) well-founded.
- 12.2. If a complaint is well-founded, the User will still perform the work as agreed, unless this has become demonstrably pointless for the Client. The latter must be made known by the Client in writing.
- 12.3. If further carrying out of the agreed work is no longer possible or purposeful, the User can repay a part of the fee already paid without giving further execution to the order and the User will only be liable within the limits of article 16 if applicable.

Article 13: Expiry period

- 13.1. Notwithstanding the provisions of article 12, the Client is obliged, if he is or remains of the opinion that the User has not executed the contract in time, in full or properly to make such - unless this has already been done subject to the provisions of article 12.1 - to notify the User as such in writing and without delay and the claims based thereon within one year after the date of the notification referred to above, or within one year, after that notice should have been done, to enforce legal proceedings, failing which all his rights and claims in this respect lapse by the expiration of the aforementioned term.

Article 14: Suspension and dissolution

- 14.1. User is entitled to suspend the fulfillment of the obligations or to dissolve the Agreement if:
- The Client does not or not fully comply with the obligations from the Agreement.
 - After the conclusion of the Agreement User learns of circumstances giving good ground to fear that the Client will not fulfill the obligations. In the event that there is good reason to fear that the Client will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as the shortcoming justifies it.
 - Client is requested to provide security for the compliance of its obligations arising from the Agreement when the contract is concluded and this security is not provided or is unsatisfactory.
- 14.2. Furthermore, the User is authorized to dissolve the Agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if other circumstances arise of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.
- 14.3. If the Agreement is dissolved, the User's claims against the Client are immediately due and payable. If the User suspends fulfillment of his obligations, he retains his rights under the law and Agreement.
- 14.4. User always reserves the right to claim compensation.

Article 15: Return of goods and services

- 15.1. If the User has made goods available to the Client in the execution of the Agreement, the Client is obliged to return the delivered goods to the original state, free of defects and in full, at the first request of the User.
- 15.2. If the Client defaults on the obligation to return under article 15.1., the Client is obliged to compensate the User for the resulting damage and costs, including the costs of replacement.

Article 16: Liability

- 16.1. If User is liable, this liability is limited to what is regulated in this provision.
- 16.2. The liability of the User for damage of the Client, which is caused by late, incomplete or improper execution of the assignment, is limited to a maximum of twice the amount of the fee, which the User has charged to the Client for

performing the work in which the cause of the damage is situated, on the understanding that only the fee that relates to the last three months in which the work was performed will be taken into account. The eventual compensation payable by the User to the Client shall never be higher than the amount for which the liability of the User is covered by insurance if applicable or a maximum of euro 10,000, = insofar as the said insurance would not provide cover, if any. The foregoing is exception in the case of intent or similar gross negligence on the part of the User. In this and the following provisions of this article, the term "User" includes his employees as well as any third parties engaged by him in the performance of the assignment.

- 16.3. User is not liable for damage, which is caused by the Client not having complied with his obligation to provide information pursuant to article 4.3 or because the information provided by the Client does not meet the conditions for which he is responsible under article 4.5, unless this damage is also caused by intent or similar to the gross negligence of the User.
- 16.4. Furthermore, the User is not liable for damage, which is caused by acts or omissions of third parties involved by the Client in the performance of the assignment, unless that damage is also caused by intent or similar gross negligence on the part of the User.
- 16.5. The User is, moreover, entitled at all times to limit or undo the damage of the Client as far as possible, to which the Client will render full cooperation.
- 16.6. User shall never be liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation. The foregoing is exception in the case of intent or similar gross negligence on the part of the User.

Article 17: Indemnities

- 17.1. The Client indemnifies the User against claims by third parties with regard to intellectual property rights on materials or data provided by the Client, which are used in the execution of the Agreement.
- 17.2. If the Client provides User with information carriers, electronic files or software etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.
- 17.3. The Client indemnifies the User against claims from third parties in respect of damage, which is related to or ensues from the assignment performed by the User, if and insofar as the User is not liable to the Client pursuant to the provisions of article 16.

Article 18: Transition of risk

- 18.1. The risk of loss or damage to the items that are the object of the Agreement passes to the Client at the time when these are delivered legally and / or factually to the Client and thus in the power of the Client or of third parties to be designated by the Client are being brought.

Article 19: Force majeure

- 19.1. The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to fault and which is not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.
- 19.2. Force majeure means in these general terms and conditions in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which the User cannot exert influence, but as a result of which the User is unable to meet the obligations.
- 19.3. User also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after User should have fulfilled his obligations.
- 19.4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
- 19.5. To the extent that, at a time when force majeure takes effect, if User has meanwhile partially fulfilled his obligations under the Agreement or will be able to fulfill them, the User is entitled to invoice the already fulfilled or to be fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 20: Confidentiality

- 20.1. Both parties are obliged to maintain confidentiality of all confidential information that they have received from each other or from another source in the context of their Agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- 20.2. If a statutory provision or a judicial decision compels User to convey confidential information to third parties designated by law or by the court and User cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, User shall not be held to pay damages or compensation and the counter party shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 21: Intellectual property and copyrights

- 21.1. User reserves all intellectual property rights in relation to products of the intellect that he uses or has used and/or develops or has developed within the framework of the execution of the Engagement in respect of which he holds or can exercise copyrights or other intellectual property rights.
- 21.2. All documents provided by the User, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced, made public or brought to the notice of third parties by the Client without the prior consent of the User unless the nature of the documents provides otherwise.
- 21.3. User reserves the right to use the knowledge gained due to the execution of the work for other purposes, insofar as no confidential information is brought to the knowledge of third parties.
- 21.4. User is at all times entitled to mention or delete the name Real AI on or at work. The Client is not allowed to publish or reproduce the work without mentioning the name Real AI without prior permission.

Article 22: Non-takeover staff

- 22.1. Throughout the duration of this Agreement and for one year following termination thereof, Client shall not in any way hire or employ in any other way, be it directly or indirectly, staff of User or of enterprises whom User has engaged to execute the present Agreement and who are / were involved in the execution of the Agreement without prior, proper business-like consultation on this matter.

Article 23: Disputes

- 23.1. Only the judge in the place of establishment of User is explicit authorized to take cognizance of disputes, unless provisions of imperative law dictate otherwise.
- 23.2. The parties will first appeal to the courts only after turning the utmost to settle a dispute in mutual consultation.

Article 24: Applicable law

- 24.1. All legal relationships between the User and the Client to which these general terms and conditions apply are governed by Dutch law. The applicability of the 1980 Vienna Sales Convention, is explicitly excluded.

Article 25: Location of the conditions

- 25.1. These conditions have been filed at the office of the Chamber of Commerce in Groningen.
- 25.2. Applicable is always the last registered version or the version that applied at the time of the conclusion of the Agreement.
- 25.3. This document is a translation. In the event of any dispute to the interpretation of any of these conditions, the official Dutch language version shall prevail.