



Terms and conditions
Qualified Signing

TERMS AND CONDITIONS FOR QUALIFIED SIGNING IN SIGNATURE APPLICATION:

PARTIES

1. **Customer**, a legal entity or natural person incorporated or residing under the laws of the relevant jurisdiction, registered with the chamber of commerce or a similar authority (if applicable), with its registered office or residence at the corresponding address (hereinafter referred to as "Customer").
2. **Service provider**, Cleverbase ID B.V. acting under the name Vidua, a company incorporated under the laws of the Netherlands, registered with the Chamber of Commerce under number 67419925 and whose registered office is at Maanweg 174, 2516 AB, The Hague, The Netherlands (hereinafter referred to as "Service provider").

Customer and Service Provider shall collectively be referred to as **Parties** or as **Party** individually.

WHEREAS

- A. Service Provider is a provider of electronic Trust Services and as such is listed on the [EU Trust List](#) EU as a qualified trust service provider in accordance with the eIDAS Regulation;
- B. The Customer wishes to offer affiliated users (such as employees or customers) the ability to apply qualified electronic signatures in the Signature application, using the trust services of Service provider.
- C. Service provider has agreed to provide, and Customer has agreed to purchase and pay for the Trust Services under the terms and conditions set out in this Agreement.

HAVE AGREED

1. Definitions and interpretation

- 1.1. In the Agreement, capitalised words and expressions have the meaning as set out in [Annex 1](#).
- 1.2. Unless expressly agreed otherwise:
 - 1.2.1. written or in writing shall also include electronic communication by e-mail;
 - 1.2.2. a reference to the Agreement shall include a reference to the Annexes;

- 1.2.3. all dates and terms, except for payment terms, are indicative and shall not be considered strict deadlines (*fatale termijnen*);
 - 1.2.4. any and all obligations of Service provider under the Agreement shall be considered as obligations of effort (*inspanningsverbintenis*), unless otherwise indicated by a Subsequent Agreement;
 - 1.2.5. references to clauses are to the clauses of the main body of the Agreement;
 - 1.2.6. a reference to a person includes a natural person or a legal person (whether or not corporate, unincorporated or having separate legal personality); and
 - 1.2.7. definitions in singular include the plural and, in the plural, include the singular.
- 1.3. The Annexes form an integral part of the Agreement, regardless of the language in which the Annex is drafted. In case of conflict or inconsistency between a provision of the main body of the Agreement and a provision of an Annex, the provision of the main body of the Agreement shall prevail.
- 1.4. The Agreement has been reviewed by each Party's professional advisors (or they have had an opportunity to do so). Each Party acknowledges that the Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in disadvantage of a Party on the basis that such Party put forward or drafted the Agreement or any provision of the Agreement.

2. Qualified Signing

- 2.1. Service provider and Customer hereby enter into a Agreement for delivery of Qualified Electronic Signatures by the Signature Application as made known by the customer to the service provider via the electronic means made available by the Service provider.
- 2.2. With respect to the Qualified Signing Service provider shall:
- 2.2.1. at no additional cost to Customer other than the Fees, provide Customer with the standard customer support and maintenance services.
 - 2.2.2. not introduce any Known Vulnerabilities into the Software or onto the Customer's network and information systems while providing the Qualified Signing.
 - 2.2.3. from time to time introduce New Releases that will mitigate any Known Vulnerabilities affecting the Software.
 - 2.2.4. possess and maintain all necessary licenses and consents required for a qualified trust service provider.
- 2.3. Service provider's obligations under the Agreement shall not apply in the event of any non-performance caused by the use of the Qualified Signing by Customer that is contrary to the instructions of Service provider, or by modification or alteration of the Software and/or



Qualified Signing by Customer or by any person on its behalf other than by Service provider or its duly authorised contractors.

- 2.4. The Agreement shall not prevent Service provider from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services that are similar to those provided under the Agreement.

3. Customer's obligations

3.1. Customer shall:

- 3.1.1. provide all necessary cooperation with respect to the Agreement; and provide Service provider with all necessary access to information that may be required of Customer in order to provide the Qualified Signing;
- 3.1.2. comply with all applicable laws and regulations relating to its activities under the Agreement, including, but not limited to, the General Data Protection Regulation ("GDPR");
- 3.1.3. carry out all other responsibilities of the Customer as stipulated in the Agreement in a timely and efficient manner;
- 3.1.4. be solely responsible, unless expressly provided otherwise in the Agreement, for procuring, maintaining and securing its network connections and telecommunications links from its systems to Service provider's data centres, as well as for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network and telecommunication connections or caused by the internet.

3.2. Customer shall not:

- 3.2.1. attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce all or any part of the Software to a human-perceivable form, except as permitted by applicable law which cannot be excluded by agreement between Parties;
- 3.2.2. access all or any portion of the Qualified Signing and Documentation in order to build a product or service that competes to, or has the ability to compete, to any extent with, the Qualified Signing and/or the Documentation;
- 3.2.3. distribute, commercially exploit or otherwise make available the Qualified Signing and/or Documentation to any third party, other than the End Users;
- 3.2.4. attempt to gain access to or assist third parties in gaining access to the Qualified Signing and/or Documentation, for purposes other than those which relate to the Agreement; or
- 3.2.5. introduce or permit the introduction of a Virus or Vulnerability into Service provider's Software, network and/or information systems.

- 3.3. Customer shall prevent any unauthorized access to or use of the Software, the Qualified Signing and/or the Documentation and, in the event of such unauthorized access or use, notify Service provider thereof immediately in writing.
- 3.4. The rights under the Agreement are granted to Customer only and shall not be deemed to have been granted to any Third Party.

4. Fees and payments

- 4.1. Customer owes Service provider the Fees for the Qualified Signing as set out in the Pricing Scheme in Annex 2.
- 4.2. Unless expressly agreed otherwise all amounts payable by Customer shall be payable in euros, are exclusive of VAT and are non-refundable.
- 4.3. The Fees may be adjusted annually by Service provider as of 1 January based on the annual change in the CPI (Consumer Price Index for all households) of the previous year, as published by Statistics Netherlands.
- 4.4. Service provider will invoice the Fees in accordance with the pricing scheme set out in Annex 2.
- 4.5. Customer shall pay all invoices within thirty days after the invoice date.
- 4.6. If the Customer has not paid within this period, Service provider is entitled, without further notice of default and without prejudice to Service provider's other rights, to charge the Customer the statutory commercial interest (pursuant to Article 6:119a of the Dutch Civil Code) from the due date until the day of full payment to Service provider.
- 4.7. All judicial and extrajudicial (collection) costs incurred by Service provider as a result of the Customer's failure to comply with its payment obligations shall be borne by the Customer.

5. Duration and termination

- 5.1. The Agreement will commence on the date of acceptance and sending in the subscription form (hereinafter: the **Effective Date**) and will continue for a period of 12 months (the **Initial Term**). After the Initial Term, the Agreement shall be automatically renewed for successive periods of 12 months, unless Customer notifies Service provider of the termination at least 3 months before the end of the Initial Term or any extension thereof.

- 5.2. Service provider may unilateral terminate this Agreement with 30 days notice without the obligation of financial reimbursement of Fees or any other form of compensation.
- 5.3. The right of termination of the Parties pursuant to Article 5.1 also applies to the termination of the Subsequent Agreement(s) covered by the Agreement.
- 5.4. Notwithstanding their statutory termination right (*ontbindingsrecht*), either Party has the right to terminate the Agreement for cause (*ontbinden*), in whole or in part, by giving written notice with immediate effect if any action under any bankruptcy or insolvency law are awarded against the other Party, either initiated by that Party itself or by a third party.
- 5.5. On termination of the Agreement for any reason:
 - 5.5.1. all rights granted to Customer under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Qualified Signing, the Software and/or the Documentation; and
 - 5.5.2. any rights, remedies, obligations, or liabilities that have accrued up to the date of termination, including Service provider's right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 5.6. The applicability of articles 6:271 and 6:272 DCC is excluded, meaning that the obligations already received under the Agreement cannot be revoked (*prestaties die reeds zijn ontvangen, zijn geen voorwerp van ongedaanmaking*).
- 5.7. The applicability of articles 7:407 section 2 – 7:408 section 1 DCC is expressly excluded. Customer acknowledges that its non-compliance with the instructions given by Service provider or the applicable Connection Conditions, grants Service provider a right the terminate the Agreement with immediate effect on serious grounds (*opzegging op grond van een gewichtige reden*) within the meaning of article 7:408 section 2 DCC.

6. Limitation of liability

- 6.1. The total liability of Service provider, on whatever grounds, is at all times limited to the amount indemnified to Service provider by its insurer in the specific event. The above-mentioned amount includes the risk that Service provider itself bears under the insurance.
- 6.2. If, for whatever reason, no amount is indemnified under Service provider's insurance, Service provider's total liability for breach of contract with regard to the Agreement, wrongful act or otherwise (including any warranty or indemnification obligation of Service provider (if any)), shall be limited to Direct Damages only and shall not exceed the Fees paid by Customer

(exclusive of VAT) during the twelve months preceding the first event that gave rise to Service provider's liability. A series of connected events shall be considered one single event.

- 6.3. Service provider's liability for other damages than Direct Damages is expressly excluded.
- 6.4. Any and all rights and claims of Customer shall lapse (*vervallen*) within one year after the day the right or claim came into existence.
- 6.5. Any and all exclusions or limitations of liability as set out in the Agreement can also be invoked by any person that Service provider (including its Affiliates) makes use of in its performance of the Agreement. This clause is an irrevocable third-party clause (*derdenbeding*) for the benefit of every person affiliated with Service provider.

7. Confidentiality

- 7.1. Parties shall keep any Confidential Information confidential and not disclose it to any third party, other than permitted under or in accordance with this Agreement.
- 7.2. Each Party may disclose the other Party's Confidential Information:
 - 7.2.1. to its Representatives who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its Representatives to whom it discloses the other Party's Confidential Information comply with this article 7; and
 - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. The obligations contained in this article 7 shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:
 - 7.3.1. is publicly known at the time of disclosure to the receiving Party;
 - 7.3.2. becomes publicly known otherwise than through a breach of this Agreement by the receiving Party or its Representatives;
 - 7.3.3. has demonstrably reached the Receiving Party by any means other than by being notified by the Disclosing Party, including (i) being known to it prior to disclosure, (ii) having been developed by or for it wholly independently of the Disclosing Party or (iii) having been obtained from a third party without any restriction on disclosure on such third party of which the Receiving Party is aware, having made reasonable enquiry; or
 - 7.3.4. is required by law, regulation, or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the Receiving Party, provided that, where legally permissible, the Disclosing Party is given

reasonable advance notice of the intended disclosure.

- 7.4. Customer acknowledges that details of Qualified Signing and the results of any performance tests of the Software or the Qualified Signing, constitute Service provider's Confidential Information.
- 7.5. Customer shall not use Service provider's Confidential Information and/or Know-How for any purpose other than the implementation of, or to perform its obligations under, the Agreement during the Term.
- 7.6. In the event of a breach of confidentiality, the offending Party shall forfeit, without the need for a notice of default or reminder, an immediately payable penalty of € 10,000 per violation with a maximum of € 100,000, without prejudice to the right of the other Party to claim compensation for the damage actually suffered.
- 7.7. The Parties may, with prior consent of the other Party, mention the fact that the Parties have entered into an agreement in advertisements or other marketing activities.

8. Intellectual Property Rights

- 8.1. Customer acknowledges and agrees that Service provider and/or its licensors are and remain the owner of all Intellectual Property Rights in the Software, the Qualified Signing, and the Documentation. Nothing in the Agreement shall be deemed to transfer any Intellectual Property Rights to Customer nor to grant Customer any further licence than provided for in article 8.2.
- 8.2. Service provider:
 - 8.2.1. grants Customer a non-exclusive, non-transferable, non-sublicensable and non-pledgeable license to its Intellectual Property Rights in the Software, the Qualified Signing, and the Documentation to the extent necessary to receive and use the Qualified Signing during the Term; and
 - 8.2.2. confirms that it has all the rights in respect of the Software, the Qualified Signing, and the Documentation necessary to grant the prior license to Customer.
- 8.3. Customer agrees to execute (and, to the extent necessary, ensure its employees execute) all assignments and to transfer (and, to the extent necessary, obtain from its employees) all documents that may be reasonably necessary to perfect Service provider's ownership of the Intellectual Property Rights in the Software, the Qualified Signing and the Documentation.
- 8.4. Customer shall not perform any acts that infringe or are detrimental to the Intellectual Property Rights of Service provider.

8.5. Upon discovery of an infringement of Service provider's Intellectual Property Rights, Customer shall immediately inform Service provider thereof.

9. Miscellaneous

9.1. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, or statement regarding such matters.

9.2. Customer's general or special (purchasing) terms and conditions do not apply to this Agreement.

9.3. If any provision of the Agreement is or becomes void, annulled, invalid or unenforceable, Parties shall remain bound by all other provisions thereof. In that event, Parties shall upon Service provider's written request replace such provision by a provision that is valid, binding, and enforceable and that has, to the greatest extent possible, a similar effect as the void, annulled, invalid or unenforceable provision.

9.4. Customer hereby waives its right to suspend its obligations and/or to offset any amount on whatever ground.

9.5. Service provider's failure to exercise any right or to exercise any legal remedy does not constitute a waiver of that right or remedy.

9.6. A Party which is prevented, hindered, or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event shall not be in breach or otherwise liable for any such failure or delay in the performance of such obligations.

10. Governing law and disputes

10.1. The Agreement is governed by and construed in accordance with the laws of the Netherlands. To the extent required, the applicability of the Vienna Sales Conventions (CISG) is excluded.

10.2. Any and all disputes arising out of or in connection with the Agreement shall be exclusively submitted to the competent court in The Hague, The Netherlands.

ANNEX 1 - DEFINITIONS

Agreement:	the Framework Agreement including the Annexes.
Application:	Customer's application which is connected to the Software to be able to receive the Qualified Signing.
Business Day:	a day other than a Saturday, Sunday or public holiday in the Netherlands.
Confidential Information:	any confidential or secret information in any form directly or indirectly belonging or relating to a Party, its Affiliates, its or their business or affairs, disclosed by the one and received by the other pursuant to or in the course of the Agreement.
Connection Conditions:	the conditions to which the Application should comply from time to time to be able to receive the Services, as set out in the respective Service Description.
Control:	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled shall be construed accordingly.
DCC:	the Dutch Civil Code (<i>het Burgerlijk Wetboek</i>).
Direct Damages:	means (i) the reasonable costs and expenses which Customer would have to incur to have Service provider's performance fulfil the Agreement, provided that these costs shall not be compensated in case the Agreement is terminated (<i>ontbonden</i>) in whole or in part by Customer, (ii) the reasonable costs and expenses incurred in determining the cause and extent of the damages insofar as such determination relates to any damages as set out above under section (i), and (iii) the reasonable costs and expenses incurred in preventing or reducing the damages as set out above under sections (i) and (ii).



- Documentation:** the documents made available to Customer by Service provider online via email or such other web address notified by Service provider to Customer from time to time which sets out the user instructions for the Qualified Signing.
- End User:** is the person that uses the combination of the Application and the Qualified Signing to receive or use Qualified Signing.
- Fees:** has the meaning as set out in clause 4.1.
- Force Majeure Event:** an event of force majeure (*overmacht*) within the meaning of article 6:75 DCC including, which includes without limitation with regard to Service provider's performance, (a) any law or any action taken by a government or public authority, such as an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, including without limitation any consequences of Brexit (b) fire, epidemics (including Covid-19 or any subsequent Corona virus) explosion or accident, (c) any labour or trade dispute, strikes, industrial action or lockouts and (d) non-performance by Service provider's suppliers or subcontractors of Service provider.
- Initial Term:** has the meaning as set out in clause 5.1.
- IPR:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect Know-How and trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Know-How:** unpatented, technical and other information which is not in the public domain including information comprising or relating to concepts, inventions, ideas, discoveries, data,

	formulae, research models, specifications, materials, methods, research plans, tests and results of testing.
Known Vulnerability:	any Vulnerability that has been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted by Service provider.
New Release:	a new release of all or any part of the Software in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added, but does not constitute a New Version.
New Version:	any new version of the Software which from time to time is publicly marketed and offered for purchase by Service provider in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product with regard to the respective.
Normal Business Hours:	9:00h to 17:00h local time in the Netherlands, each Business Day.
Representative:	an employee or any other auxiliary person (<i>hulppersoon</i>) of a Party.
Signature Application	Third-party application integrated with the Service provider trust driver for qualified signatures, used to apply the qualified signature.
Annex:	An annex to the Agreement.
Service Description:	the service description or service descriptions, as the case may be, of a Trust Service.
Software:	the online software application(s) provided by Service provider under the respective Services, including New Releases.
Term:	the Initial Term and any extension thereof during which the Agreement is effective and not expired or terminated for whatever reason.



Third Party	any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
Trust Services:	the services provided by Service provider to Customer under this Agreement as defined under clause 2.1 and further described in the applicable Service Descriptions.
Vulnerability:	a weakness in the computational logic (for example, code) found in software components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.



ANNEX 2 - Pricing Scheme