END USER LICENSE AGREEMENT

Artikel 1. Definitions

All capitalized definitions in this EULA, both plural and singular, are defined as indicated in this article.

1.1.   Annex: each annex to the EULA. All annexes constitute an integral part of the EULA.

1.2.   End User: a natural or legal person acting in the exercise of a profession or business, with whom Staxxer concludes the EULA.

1.3.   EULA: this end user license agreement between Staxxer and End User, including any Annexes thereto.

1.4.   Intellectual Property Rights: all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.

1.5.   Party: End User and Staxxer, jointly (plural) or separately (singular).

1.6.   Software: the program developed by Staxxer to create business applications.

1.7.   Staxxer: Staxxer B.V. a company with limited liability established under Dutch Law, registered at the Chamber of Commerce with number: 81738021, with statutory seat in Nijmegen en principle place of business at Gerard Noodtstraat 34, 6511 SW Nijmegen.

Artikel 2. Conclusion and performance of the EULA

2.1.   The EULA shall be effective upon signature by both parties.

2.2.   Staxxer will provide End User with the necessary instructions to activate the Software as soon as possible after the EULA has been concluded. If End User's cooperation is required for the activation and/or delivery of the licence(s), End User will provide such cooperation

Artikel 3. Grant of license

3.1.   Upon conclusion of the EULA and in consideration of the applicable fees, Staxxer grants to End User a non-exclusive license to use the Software for the duration of the EULA. This license does not include the right to sublicense, sell or otherwise multiply or disclose the Software in any way.

3.2.   The Software may be used on an unlimited number of computers within the organization of End User.

3.3.   All Intellectual Property Rights to the Software as well as all related information remain the property of Staxxer (or its licensors). None of these items may be copied or used, except and to the extent permitted by mandatory law.

3.4.   It is expressly forbidden to:
(a) reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law or applicable open source license;
(b) provide copies of the Software to third parties;
(c) sublicense the Software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
(d) modify the Software, except to the extent permitted by mandatory law;
(e) remove indications of Staxxer as party entitled to the Software or to remove or render illegible any part thereof.

Artikel 4. Use and misuse

4.1.   It is prohibited to use the Software in a manner that is in violation of the EULA or applicable laws and regulations. Additionally, using the Software in a manner that may cause hindrance or loss and/or damage to Staxxer or any third party is expressly not permitted.

4.2.   End User shall not access, store, distribute or transmit any material during the course of its use of the Software that:
(a) is libellous, defamatory, insulting, racist or discriminating, or incites hate;
(b) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
(c) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or

repeatedly harassing third parties by providing them with unsolicited communications;

(d) contains hyperlinks, torrents or similar information of which End User is aware or should be aware that it refers to material that infringes third-party rights;

is otherwise illegal or causes damage or injury to any person or property.

4.3. If Staxxer determines that End User has violated the EULA or applicable laws and regulations, or receives a complaint in this regard, Staxxer may take measures to end the violation. These measures may include the suspension or termination of access to the Software.

4.4. End User will follow all reasonable instructions issued by Staxxer related to the use of the Software.

4.5. Staxxer may recover from End User any loss and/or damage sustained as a result of violations of the EULA. End User indemnifies and holds harmless Staxxer against any and all third-party claims pertaining to loss and/or damage arising from a violation of the EULA.

4.6. End User warrants and represents that any submission or uploading of (personal) data in the Software is lawful and that the processing of such data in accordance with the applicable privacy laws and regulations.

Artikel 5. Availability and maintenance

5.1. Staxxer endeavours to make the Software available at all times but does not issue any guarantees concerning specific percentages of availability or quality. As such, the Software is made available on an "as is" and "as available" basis.

5.2. From time to time Staxxer shall issue updates that can correct errors or improve the functioning of the Software.

Artikel 6. Implementation and support

6.1. Staxxer is responsible for the implementation of the Software. If the End User's cooperation is required for the implementation, the End User will provide such cooperation. Staxxer will (i) assess each End User's needs via telephone or in person, (ii) recommend the appropriate settings to develop own business applications to End User based upon End User's needs, (iii) providing demonstrations and (iv) offering support as set out in article 6.2.

6.2. Staxxer will provide a reasonable level of support via the contact option made available by Staxxer. However, Staxxer does not guarantee that all problems or requests made by the End User will be addressed.

6.3. Staxxer will respond to complaints about the Software as soon as possible, but no later than fourteen (14) days after receipt.

Artikel 7. Confidentiality

7.1. The Parties will treat as confidential the information they provide to each other before, during or after the performance of the EULA if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. The Parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the EULA. These provisions continue to apply after the EULA ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.

7.2. Each Party shall use the same degree of care in protecting the confidential information of the disclosing Party as it uses in protecting its own confidential information, but in no event less than reasonable care.

7.3. This article shall not apply to any information which:

a. is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in breach of the EULA;

b. was within the receiving Party's possession prior to its disclosure to it by or on behalf of the disclosing Party;

c. becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party not under obligation to keep such information confidential; or

d. is developed independently by the receiving Party.

7.4. In the event that a receiving Party becomes legally compelled to disclose any confidential information provided pursuant to the EULA, such receiving Party shall provide the disclosing Party with prompt written notice so that such disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the EULA. Any confidential information provided hereunder shall remain the exclusive property of the disclosing Party.

7.5. Promptly after the expiration or termination of the EULA for any reason, each receiving Party shall deliver to each disclosing Party all originals and copies of any material in any form containing or representing the confidential information in its possession or shall destroy the same at the request of the disclosing Party relative to such confidential information.

7.6. Staxxer reserves the right at all times to use the knowledge increased by the performance of the EULA for other End Users to the extent this does not involve confidential information of End User.

Artikel 8. Liability

8.1. The liability of Staxxer for damage incurred by the End User due to a culpable failure of Staxxer to comply with its obligations under the EULA, or due to an unlawful act committed by Staxxer, its employees or third parties engaged by it, is limited by direct damages per damage-causing incident, whereby a series of connected incidents count as a single incident, to an amount equal the amounts that Staxxer has received from End User under the EULA in the six (6) months prior to the damage-causing incident. The total sum payable for direct damages, however, can never exceed 5.000,- euro per event or 10.000,- euro per year (excluding VAT).

8.2. Direct damages within the meaning of this article shall, insofar as End User proves such damages, shall exclusively mean:

(a) the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this article;

(b) the reasonable costs incurred by the End User to have Staxxer's Software comply with the Agreement concluded;

(c) the reasonable costs incurred to prevent or limit damage, insofar as the End User demonstrates that these costs have led to a limitation of direct damage within the meaning of this article.

8.3. The liability of Staxxer for indirect damage, including without limitation consequential loss, loss of earnings, missed economies, loss or corruption of (business) data and damage due to business stagnation is excluded.

8.4. Except for the cases referred to in paragraph 2 of this Article, Staxxer shall not be liable in any way whatsoever for damage, unless caused by intent or deliberate recklessness on Staxxer's part. In that case the damage

amount is limited to the circumstances mentioned in paragraph 1 of this Article.

8.5. The obligation for Staxxer to pay compensation will only arise if End User sends written notice to Staxxer of this damage within fourteen (14) days of the damage occurring.

8.6. Neither Party will be bound to comply with any obligation if the Party is prevented from doing so through force majeure. Force majeure will be deemed to include, among other things, communications or power failures, (distributed) denial of service or other network attacks, riot, insurrection, labor disputes, accident, action of government, restrictions on import and/or export, pandemics or any inability to perform which is caused by the Party's suppliers.

Artikel 9. Prices and payment

9.1. As compensation for the granted license to use the Software, End User is required to pay the agreed upon price as stated in Annex 1.

9.2. All prices are in euros and exclusive of VAT.

9.3. Staxxer may amend the price list from time to time, by providing End User at least seven (7) days written notice in advance of the price change.

9.4. Staxxer will monthly invoice End User for the license fees. All payments provided for in the EULA shall be made within thirty (30) days of the invoice date. Staxxer may invoice electronically. If Staxxer has not received payment within ten (10) days after the due date, End User shall be in default by operation of law. After the payment term has expired, statutory commercial interest shall be due on the total invoice amount at the statutory rate as referred to in Section 119a Book 6 of the Dutch Civil Code, as well as all (extra)judicial collection costs incurred by Staxxer, including the full costs of any internal or external lawyers engaged.

9.5. Staxxer shall in such case also be entitled to suspend or terminate the performance of the engagement. Staxxer shall not be liable for any damages resulting from such suspension or termination of its activities.

Artikel 10. Term and termination

10.1. The EULA shall enter into force when End User first uses the Software and shall remain in force for as long as the Software is used.

10.2. Either Party may terminate the EULA by giving one (1) month's prior notice.

10.3. Either Party may immediately terminate the EULA by written notice to other Party, without the requirement for notice of default or judicial intervention:

a. if the other Party has been granted suspension of payments, whether provisionally or not;

b. if the other Party is declared bankrupt;

c. if execution is levied on a substantial part of the assets of the other Party; or

d. if the other Party's company is dissolved or terminated.

10.4. Without prejudice to any other rights and remedies hereunder, Staxxer shall be entitled to terminate the EULA if:

a. End User fails to fulfil any obligation, of fails to do so on time or properly; or

b. Staxxer has legitimate reasons to fear that the End Users is or will be unable to fulfil its obligations arising from the Agreement(s) with Staxxer, and at Staxxer's request the End User does not or will not sufficiently provide security for the fulfilment of its obligations.

10.5. The termination of this EULA shall not relieve the End User of the obligation to pay any fees accrued or payable to Staxxer prior to the effective date of termination.

10.6. After termination of this EULA (regardless of reason) End User must cease all use of the Software. In addition, End User must remove the Software and all copies (including backup copies)) of Software from all computer systems under control of End User.

Artikel 11. Changes to the EULA

11.1. Staxxer reserves the right to change or supplement the EULA at any time, if and insofar the amendment is necessary because of (changing) laws and regulations or if it concerns a change of minor importance or in the situation that Staxxer implements a change which must be implemented. In these events, End User is not entitled to terminate the EULA. In all other respects, variations to the EULA shall only be effective if it has been agreed in writing and signed by both Parties.

11.2. If any provision, or part of a provision, of the EULA is found by any court or authority of competent jurisdiction to be illegal, invalid or otherwise unenforceable, that provision or part-provision shall be deemed not to form part of the EULA, and the legality, validity or enforceability of the remainder of the provisions of the EULA shall not be affected, unless otherwise required

by operation of applicable law. The Parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the EULA which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question.

Artikel 12. Miscellaneous

12.1.   This EULA is governed by and construed in accordance with the laws of the Netherlands.

12.2.   All disputes arising from the EULA between the Parties shall be submitted to the competent Dutch court for the district in which Staxxer is established.

12.3.   Where the EULA refers to "written" or "in writing", this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.

12.4.   Staxxer will be authorised, at any time, to assign, novate or otherwise transfer the EULA and all its rights and obligations arising therefrom to a third party that acquires the business operations to which the EULA is subject, without the need for End User prior consent. This includes the acquisition of the EULA by Staxxer.

Signed: