

TERMS AND CONDITIONS DIGITAL TOOLBOX

The private company with limited liability **Serendipity B.V.**, with its registered office and principal place of business in Eindhoven at High Tech Campus 5 P094 (5656 AE) (hereinafter referred to as: "**Serendipity**") hereby grants the user the right to use the **Digital Toolbox** under the following conditions.

Brief explanation of the Digital Toolbox:

- The Digital Toolbox is an agnostic, digital procurement framework for future-proof and adaptive digital infrastructure to make cities/ecosystems more sustainable and resilient: an environment where next generation solutions (Tools) can be displayed within a few clicks and where potential users can express their interest in such solutions. The Digital Toolbox is a powerful instrument which can be used in tendering and purchasing processes to check (among other things) to which extent solutions offered, comply with open standards and EU legislation.
- The Digital Toolbox is aimed to steer potential users (such as municipalities, other government institutions and ecosystems) away from dependence on suppliers (vendor lock-in) and to give smaller suppliers a chance to display their products. An element of the Digital Toolbox is a set of standard documentation (such as standard contract templates, standard texts that can be used in schedules of requirements and other tender documents) that can be used in tender procedures to be carried out by those users (hereinafter separately referred to as the "**Documentation**").
- Suppliers of solutions are given a platform to offer their products that demonstrably comply with linkability and the open standards referred to above. Within the Digital Toolbox, suppliers of software tools can upload their solution (hereinafter referred to as: "**Tools**"), for example for verification by Serendipity. Also, suppliers of software tools can add information related to their Tool in the Digital Toolbox and exchange information with Serendipity. Other parties can log in to the Digital Toolbox under these terms of use to see which Tools are available.

Article 1. Acceptance and Change of Terms of Use

- 1.1 To use the Digital Toolbox, you must first agree to these terms of use. When you login to the Digital Toolbox for the first time you must agree to these terms of use by clicking 'agree'. You can print or save a copy of the terms of use for your own records.
- 1.2 Serendipity is allowed to change these terms of use from time to time.

Serendipity will make a new version of the terms of use available in the Digital Toolbox in advance and will indicate when the new version will take effect. On or after that effective date, you must again agree to the new terms of use, otherwise you will no longer be able to use the Digital Toolbox.

Article 2. Provision of the Digital Toolbox

- 2.1 Serendipity hereby grants you the right to use the Digital Toolbox, subject to full compliance with these terms of use and other instructions provided by Serendipity from time to time.
- 2.2 You understand that for the provision of the Digital Toolbox, Serendipity is dependent on various factors and (services of) suppliers over which it has no decisive influence. Serendipity can therefore not guarantee that the Digital Toolbox will be (fully) available at all times, without interruptions and that it will function without errors. However, Serendipity makes every effort to achieve the highest possible availability of Digital Toolbox. Serendipity will never be obliged to pay any compensation as a result of any unavailability, malfunctions or incorrect processing of the Digital Toolbox.
- 2.3 Serendipity reserves the right to temporarily shut down the Digital Toolbox, the underlying server(s) and/or related software for the purpose of maintenance, adjustment, improvement or repair of any defects. Serendipity will make every effort to resolve any errors. Serendipity will arrange for such a shutdown to take place outside regular office hours (09:00 – 18:00, Amsterdam timezone) as much as possible. Serendipity will never be obliged to pay any compensation as a result of such period of inactivity.
- 2.4 Serendipity can support you in using the Digital Toolbox. This support will be provided by Serendipity through manuals and a general support service (Toolbox buddy) and/or progress management. Serendipity makes every effort to answer questions adequately and within a reasonable time.

Article 3. Conditions for using the Digital Toolbox

- 3.1 You may use the parts of the Digital Toolbox that you have access to (including the Documentation) and print, download or store the information in your account for personal use within your organization. Unless otherwise agreed, you are not allowed to commercially exploit those parts yourself.
- 3.2 You will treat the means of authentication provided to, or created by, you (such as usernames and passwords) with due care and keep them confidential at all times. You confirm that you will never transfer your account and that you will never use anyone else's account, username or password. Serendipity is not liable for misuse of usernames and passwords. As soon as you know, or have reason to suspect, that means of authentication have come into the hands of unauthorized persons, you will inform Serendipity thereof, without prejudice to your own obligation to immediately take effective measures yourself by, for example, changing usernames and passwords or suspending the account concerned.
- 3.3 Serendipity may assume that anyone who logs in into the Digital Toolbox with

the appropriate means of authentication is authorized to use the Digital Toolbox on behalf of the user. Serendipity is not liable for any damages resulting from unauthorized use of your means of authentication, with or without your knowledge.

- 3.4 Information on the Digital Toolbox is stored in a secure environment and is only accessible by you, third parties authorized by you and Serendipity. Serendipity takes appropriate technical and organizational measures to protect the information in the Digital Toolbox and parts thereof against unauthorized access, disclosure, loss of data or other unauthorized processing. Serendipity uses secure connections that shield the connection between your device and the Digital Toolbox or parts thereof.
- 3.5 Company, technical and personal data that you share with Serendipity through the Digital Toolbox or parts thereof will only be used in accordance with Serendipity's Privacy Statement.
- 3.6 Without Serendipity's prior express written consent, you may not :
 - use the Digital Toolbox, parts of the Digital Toolbox and information (or any part thereof) in an unlawful manner, use it for unlawful purposes or use it in any way that does not comply with these terms of use (including fraudulent or malicious actions, for example by hacking the Digital Toolbox or any part thereof or by placing disruptive code in the Digital Toolbox, parts of the Digital Toolbox or any operating system, such as viruses or malicious data);
 - use the Digital Toolbox or any part thereof in any manner that could damage, inactivate, overburden, disrupt or endanger the Digital Toolbox or Serendipity's systems or systems of other users or make them unsafe nor may you use the Digital Toolbox or any part thereof in any manner that could damage the reputation of the Digital Toolbox, Serendipity or other users of the Digital Toolbox;
 - attempt to extract, transfer or otherwise disclose (confidential) information or data from the Digital Toolbox, parts of the Digital Toolbox or from our systems;
 - modify or remove proprietary notices from downloaded or printed materials from the Digital Toolbox or any portion of the Digital Toolbox;
 - circumvent or alter any security technology or software of the Digital Toolbox or any part thereof.

Article 4. Your Tools

- 4.1 If you want to offer or display one or more Tools within the Digital Toolbox, you decide yourself the Tools concerned. You declare that the Tools comply with Serendipity's technical requirements. Serendipity verifies whether your Tools indeed meet these requirements.
- 4.2 In addition, by placing your Tool in the Digital Toolbox, you declare that if your Tool is selected by a municipality (on the basis of a tender or otherwise) that:

- A. You accept the possible coordinating role of Serendipity on behalf of a municipality.
 - B. You are prepared and willing to collaborate with other providers of Tools in order to achieve a total solution for a municipality.
 - C. You (possibly together with other providers of Tools) are prepared and willing to draw up an action plan or implementation plan to implement your Tool (together with possible other providers) at a municipality.
 - D. When you further develop your Tool and/or perform any maintenance on your Tool, it will (continue to) meet the requirements set by Serendipity. Serendipity has the right to set further or additional requirements. If Serendipity exercises that right, you will make every effort to comply with these further or additional requirements as soon as reasonably possible.
 - E. Regardless of the reason for adjusting a Tool or Tools, you are obliged to ensure that your Tool continues to function within the (total) solution of the municipality as soon as reasonably possible.
 - F. You inform Serendipity, any other possible providers of Tools as well as any other stakeholders (such as the users), in a timely manner about new developments with regard to your Tool, changes in laws and regulations and other circumstances that may be important to another party.
- 4.3 You are responsible for ensuring that your Tools, and any other possible information you exchange, are lawful and do not infringe any rights of third parties. You indemnify Serendipity against claims from third parties based on the claim that the data or information you have stored and/or exchanged using the Digital Toolbox is unlawful or that the Tools you have placed infringe the rights of third parties. You may never knowingly register, upload or generate incorrect Tools or content. Serendipity accepts no liability whatsoever for the data stored and/or exchanged using the Digital Toolbox.
- 4.4 Should Serendipity have knowledge or become aware that the Tools placed in the Digital Toolbox by you and/or data or information that you have stored and/or exchanged using the Digital Toolbox is unlawful, Serendipity will act promptly and remove that Tools or information or make access to it impossible. In no event shall Serendipity be liable for any damages resulting from such act.

Article 5. Intellectual property rights

- 5.1 All intellectual property rights in respect to the Digital Toolbox and the information contained therein, excluding content generated by you, will be vested in Serendipity and/or its licensors at all times.

Article 6. Liability

- 6.1 You are solely responsible and liable for the accuracy of the content generated by you (or any third party authorized by you), the use of the Documentation and, if applicable, any Tools posted.
- 6.2 While Serendipity uses its best efforts to ensure that all Documentation and information provided under the Digital Toolbox is accurate at the time it is

presented in the Digital Toolbox, Serendipity does not warrant the accuracy of such Documentation and information. Serendipity is not responsible for any actions you carry out based on information provided through the Digital Toolbox or any part thereof.

- 6.3 Except in cases of intent or gross negligence on the part of Serendipity, Serendipity accepts no liability whatsoever for damages arising from or related to the use, or the impossibility thereof, of the Digital Toolbox, the Documentation and/or parts of the Digital Toolbox and the Tools placed therein and/or the information placed thereon.
- 6.4 In the event that it is determined that Serendipity is liable for damages, arising from or related to the use, or the impossibility thereof, of the Digital Toolbox, the Documentation and/or parts of the Digital Toolbox or information on the Digital Toolbox, then this liability is limited to the amount which is paid out under Serendipity's liability insurance in the matter concerned.

Article 7. Suspension and termination

- 7.1 If you fail to comply with these terms of use, Serendipity, in its sole discretion, reserves the right to terminate your account and/or access to the Digital Toolbox or any portion thereof, delete your account, delete any information, and/or your use of (any portion) of the Digital Toolbox at any time, without reason, without notice and without liability to you or anyone else.
- 7.2 In cases other than those mentioned in 7.1, Serendipity has the right to terminate for convenience your account that gives access to the Digital Toolbox. If Serendipity terminates your account for convenience it will give you a notice period of 1 month. You may cancel your account at any time by sending an email to Serendipity stating that you wish to cancel your account. In that case, Serendipity will make your login details unusable within a week.
- 7.3 During the first month that you no longer have access to your account, you can request Serendipity to return to you the Tools and/or other data or information you have placed in the Digital Toolbox. After that period, this data will be destroyed, unless Serendipity has requested if it can keep the data and you have agreed with this request.

Article 8. Applicable law and disputes

- 8.1 These terms of use are governed by and construed in accordance with Dutch law.
- 8.2 Any disputes in relation to these terms of use or disputes arising from the use of the Digital Toolbox or parts thereof, will be submitted to the East Brabant District Court (Rechtbank Oost-Brabant) in The Netherlands.