

# User Terms and Conditions

## for the AND Digital Services

Please read this User Terms and Conditions (the “**User Terms**”) carefully before submitting your registration for downloading or using the relevant AND digital services (the “**Products**”). By submitting your registration, downloading or using the Products, you and your employer or any other entity on whose behalf that you are downloading or using the Products (“**User**”) are agreeing to be bound by these User Terms which become a binding agreement with AND Products B.V. (“**AND**”).

### 1. GRANT OF LICENSE

- 1.1 Subject to the compliance with the terms and conditions set forth in this Terms, the agreed relevant pricing model, the product descriptions of the Products and your representation that you have full legal authority to bind yourself, your company, your organization or any other entity, AND hereby grants User in return for User’s payment of the agreed fee a non-exclusive, personal, non-transferable and non-sublicensable and revocable right to use the Products including their content (the “Data”).
- 1.2 This license is granted for the agreed period being a minimum duration of one year.
- 1.3 Upon written notice AND may audit your activities under this license. Any such audit shall not unreasonably interfere with User’s normal business operations. User agrees to cooperate with AND’s audit and to provide reasonable assistance and access to information, including but not limited to relevant records, servers, and other technical systems. If any breach of license is found, User is liable for the incurred damages and costs.

### 2. RIGHTS AND WARRANTIES FOR USE

- 2.1 User is entitled to use the Products and the Data, excluding Samples and Sample Data, for any purpose, use case or application, subject to compliance with the agreed pricing model. In order to help AND to learn and understand where and how the Products and the Data will be used such (intended) purposes, applications and/or services will be registered by User with AND (the “Registered Use Case”).
- 2.2 User is permitted to store and/or archive the Products and the Data for internal evaluation and analysis purposes as far as permitted in the agreed pricing model and limited to the agreed license term. All archival and backup copies of the Products and Data are subject to the Terms.
- 2.3 Products licensed as Samples including Sample Data are granted and licensed for internal quality evaluation purposes, such as study, exploration and internal demonstration purposes only. User is obliged to delete the Sample and the Sample Data after finalization of such internal quality evaluation and to immediately notify AND in writing that the Sample and the Sample Data have been deleted.
- 2.3 User shall not and warrants, represents and undertakes to AND to not make the Products and/or the Data ‘as is’ available in any way to third parties. A change of control or ownership of User (or its parents or any affiliated companies) or sale of all or substantial part of the assets of User will be deemed as event that is included in this prohibition of providing of Data to third parties.
- 2.4 User shall not and warrants, represents and undertakes to AND to not use the Products and/or the Data to create any equivalent or derived service or geospatial (software) product, unless expressly permitted by AND in written.

2.5 User shall not and warrants, represents and undertakes to AND to not manipulate the Data.

### 3. UPDATES AND CHANGES

3.1 AND may at its sole discretion update, modify, upgrade or supplement any of the Products and/or the Data with inter alia new releases and new versions and has the right to increase the pricing consequently. User is free to decide whether to switch to such a new release or new version.

3.2 AND will keep the Products up and running but can at its sole discretion decide to discontinue a Product or a release or version thereof. In case of such a discontinuation User will be informed taking into account three months' notice.

3.3 AND does not guarantee that any future versions of the Products will be compatible with prior versions and shall not maintain discontinued Products or releases or versions thereof.

### 4. INTELLECTUAL PROPERTY AND COPYRIGHT NOTICES

4.1 User acknowledges, agrees and accepts that AND (and/or its licensors) is the full and exclusive owner of all rights, including intellectual property rights like copyrights, database rights and any other rights relating to the Products and the Data. User acknowledges that the Products and the Data are valuable assets of AND, and User agrees to abide by these Terms and the agreed pricing model and by applicable Copyright and Database law, in any and all uses of the Products and the Data.

4.2 User shall not remove, alter, cover or mask or change any legend, label, or designation of any AND trademark, logo, trade name or copyright notice stated or included in the Products and/or the Data.

### 5. WARRANTIES

5.1 User understands and agrees that the Products and the Data are provided on an "as is" basis and AND makes no warranty that non-infringement, merchantability, satisfactory, quality, accuracy, title and fitness for a particular purpose. Furthermore, AND does not warrant that the operation of the Products will be uninterrupted or error-free.

5.2 Whilst AND makes all reasonable attempts to exclude viruses from the Products, User acknowledges and accepts that AND cannot warrant that the Products are free of viruses and that AND cannot warrant the interoperability of the Products with any other system, software, device or product.

5.3 AND disclaims all other warranties, except those expressly stated in this article, express or implied, regarding the Products, including but not limited to all express or implied warranties to meet all User's requirements and fitness for a particular purpose or to the accuracy of the Data.

### 6. LIMITATION OF LIABILITY

6.1 AND shall not be liable for any damages, losses, and costs arising out or related to any inaccuracies of the Products and the Data or inability to use of or access to the Products and the Data.

6.2 AND shall not be liable for any damages, losses, and costs arising out or related to User's reliance on any content or results provided by the Products, including such reliance on the completeness or accuracy of the Data and shall not be liable for any changes or discontinuation to the Products or Data.

6.3 The entire risk for the use of the Products and the Data is borne by and for the account of User.

6.4 In no event shall AND be liable to User for any exemplary, punitive, indirect, incidental, special or consequential damages, losses and costs whatsoever, including without limitation,

damages for loss of business profits, business interruption, loss of business information and the like, arising from or in any way connected with its performance or failure to perform under this Terms.

- 6.5 To the extent AND is not permitted under applicable law to exclude its entire liability as included in the articles 6.1 and 6.2, AND's total aggregate liability to User shall be limited to the amount of EUR 30,000.

## 7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 The formation, validity, construction and performance of this Terms and the relationship between AND and User and any dispute arising out or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with the laws of the Netherlands. All disputes, controversies or differences which may arise between AND and User hereto, out of or in relation to or in connection with this Terms, or for the breach thereof, and/or otherwise in relation to or in connection with the relationship between AND and User which cannot be settled in an amicable way, shall be submitted exclusively to the District Court of Rotterdam (and/or its President as far as preliminary and conservatory measures and summary proceedings are concerned).