



Ortes – GENERAL CONDITIONS

1. Definitions

For the purpose of the **Agreement**, the terms defined in this article shall have the meanings set forth below. Where the context requires, the singular shall include the plural and vice versa.

Organization Owner	A natural person appointed by the Customer within the Platform under the License, who is authorized to manage and administer the Customer's use of the Service, the Platform, and the Service Results on behalf of the Customer.
Additional Consumption Fee	The consumption fee for Extensions as set out in the Extensions Store .
Additional License Fee	The yearly license fee for Extensions as set out in the Extensions Store .
Additional Service	The additional services, not included in the License , offered by Ortes , such as without being limited thereto training, set-up services, project management, document template building, set-up and maintenance of integrations with other systems, applications or software, or any custom software development.
Affiliate	With respect to a Party , any person, partnership, corporation, organization or entity that directly or indirectly Controls or is directly or indirectly Controlled by or is under common Control with such Party .



Agreement

The agreement between **Ortes** and **Customer** in relation to the **Service** and any **Additional Service**, constituted by the terms and conditions set out in the **extensions store** and this **General Conditions**.

Annex

An annex to the **General Conditions** which is entirely part thereof.

Back-up

Has the meaning as set out in **article 5.4**.

Base License Fee

The yearly license fee in consideration of the **License** granted by **Ortes** to **Customer** in accordance with **article 3** and **article 4** as related to a specific **Service Package**.

Business Day

Any day of the week, except for Saturdays, Sundays and public holidays in the Netherlands.

Business Hours

Between 09.00-17:00 on **Business Days**.

Confidential Information

Shall have the meaning as set out in **article 20**.

Control

The ownership of more than half the share capital, business or assets of a **Party** or the power to exercise more than half the voting rights of a **Party** or the power to appoint more than half the members of the board of directors of a **Party** or sufficient authority to direct, directly or indirectly, the adoption and/or execution of the policies, management or operations of a **Party** by any means whatsoever.



Customer Data	<p>The Data provided to Ortes by Customer, its Representatives and/or its Users through the Platform or submitted, uploaded or stored in the Platform by Customer, its Representatives and/or its Users under the Agreement.</p>
Customer Operations	<p>Customer's usual activities related to the corporate and legal management of (i) Customer, its subsidiaries, parent companies and other group companies and/or, as the case may be, (ii) his clients.</p>
Data	<p>Any data, information or material regardless of its form or the medium in which it is composed, submitted, uploaded or stored in the Platform.</p>
Documentation	<p>Ortes's then-current manuals and technical materials, in such medium as Ortes elects that are delivered by Ortes to Customer under the Agreement for the purpose of the setup and/or use of the Service.</p>
Effective Date	<p>The date indicated in the Extensions Store.</p>
EU Data Protection Laws	<p>Means EU General Data Protection Regulation 2016/679 and laws implementing or supplementing this regulation.</p>
Extensions	<p>Any extension to the Service Package as set out in the Extensions Store.</p>
Extensions Store	<p>The designated online marketplace or repository, maintained by Ortes, through which additional features, modules, or add-ons ("Extensions") may be made available for</p>



purchase, license, or activation to supplement the Service Package.

GDPR

Means EU General Data Protection Regulation 2016/679.

General Conditions

These general conditions, entirely part of the **Agreement**, including its **Annexes** hereto.

Individuals

Shall have the meaning as set out in **article 11.3**.

Individuals' Personal Data

Shall have the meaning as set out in **article 11.3**.

Initial Term

The initial period for which the **Agreement** is entered into as defined in **article 15.1**.

Intellectual Property Rights

Without limitation, and in particular with regard to the **Platform**, the **Service** and **Ortes's** products and services, all rights throughout the world in the nature of intellectual property rights including copyright, trademark, service marks, trade and business names, domain names, goodwill, registered designs, patents, database rights, topography rights and rights in know-how and trade secrets, whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing.

Know-How

In particular with regard to the **Platform** and **Ortes's** products and services all technical and processing data, information, specifications, and knowledge of an intellectual or industrial nature, concerning products and/or services, including but not limited to specifications,



manufacturing instructions, quality control procedures and other like data.

License

The licenses granted by **Ortes** to **Customer** in accordance with **article 3** and **article 4** for use of the **Platform**, the **Service** and of the **Service Results**.

License Fee

The aggregate license fee as set out in the Billing page in consideration of the **License** granted by **Ortes** to **Customer** in accordance with **article 3** and **article 4**. The **License Fee** comprises the **Base License Fee** and all **Additional License Fees**.

Extensions store

The extensions store, evidencing the purchase of the **Service** specifying, among other things, the subject of the **Service** (the **Service Package** chosen), the **Extensions**, the **License Fee** and/or of **Additional Services** and any specific terms and conditions thereof.

Ortes Data

Any **Data**, other than **Customer Data**.

Parties

Ortes and **Customer**.

Platform

The Ortes proprietary cloud-based platform, including the User-facing Portal feature, to which **Customer**, **organization owners** and **Users** obtain access under the **Agreement** and via which **Ortes** performs the **Service**.

Renewal Term

Has the meaning as set out in **article 15.1**.

Representative

With respect to a **Party** or a **Party's Affiliate**, its directors, officers, employees, contractors, agents, advisors, counsellors, auditors, accountants or lawyers. In relation to



Customer, Representative also includes its **organization owners** and its **Users**.

Service

The services, including the **Documentation**, to which **Customer** is being granted access under the **License** as related to a specific **Service Package** and, as the case may be, its **Extensions**.

Service Package

One of the Service packages offered by **Ortes** to **Customer** as set out in the **extensions store**, defining the scope of the **License** and the set of rights awarded to **Customer** under the **License** and the **Service Results** that may be obtained through the **Service**.

Service Result

Any file, document, data, e-signature or information generated through and/or stored on the **Platform** as a result of the **Service**.

Signer

A physical person designated as signer by a **User** via the e-signing module of the **Platform**.

User

A physical person designated as a user of the **Platform** by **Customer**, or by the **organization owner** on **Customer's** behalf, under the **License** via the **Platform**.

2. Scope of the Agreement

2.1. The **Agreement** sets out the terms and conditions that apply to all services, products, documents, **Data** and any other element provided by **Ortes** or exchanged with **Ortes** in relation to the **Service**.



2.2. In order to comply with regulatory or governmental provisions and/or to safeguard continuity of the **Service**, **Ortes** reserves the right to modify the terms and conditions of access to the **Service** in its reasonable discretion from time to time.

- Such modifications shall be deemed to be accepted by **Customer** provided that **Ortes** notifies them to **Customer** reasonably in advance of their entry into force in accordance with **article 22.1** of the **Agreement**.
- If the amendments materially and adversely affect **Customer**, rendering performance of the agreement unreasonably onerous for **Customer**, **Parties** undertake to renegotiate in good faith the terms of the contract.
- If renegotiation is not possible, **Customer** has the right to terminate the **Agreement** by written notice in accordance with **article 22.1** of the **Agreement**.
- Continued use of the **Service** for ten working days without objection by **Customer** after such notification shall constitute **Customer's** acceptance of the modification.

3. License

3.1. By the **Agreement** **Ortes** grants to **Customer**, and **Customer** accepts, the **License**, meaning a non-exclusive, restricted, personal, non-transferable and a non-assignable license to use the **Service** for the entire duration of the **Agreement** under the terms and conditions set out in the **Agreement** for the purpose of **Customer Operations** and for such purpose only.

3.2. It is understood that the **Agreement** shall not prevent **Ortes** from entering into similar agreements with third **Parties** or from developing, using, selling or licensing **Documentation**, products and / or services which are similar to those provided under this **Agreement**.

3.3. The **License** may be granted and any (part of the) **Service** may be provided only by **Ortes**, including any technical support, and no rights are being granted to **Customer** in respect of error correction, support or maintenance of the **Service**.

- The **License** is granted to **Customer** only and shall not be considered or construed to be granted to any subsidiary, holding company (including its **Affiliates**) or clients of **Customer**, unless otherwise agreed upon in writing by **Ortes** or except to the extent expressly permitted under the **Agreement**.
- **Customer** is not entitled to (in whole or in part) sublicense the **License**.

3.4. **Customer** shall provide that his **organization owner(s)** and **User(s)** shall understand, acknowledge and agree (i) that their access to the **Service** is dependent on the **License**, (ii) that **Ortes** may refuse, suspend, interrupt or terminate their access to the **Service** at all times in accordance with the **Agreement** and (iii) that under no circumstances they can hold **Ortes**, its **Affiliates** or its **Representatives** liable for any matter resulting from or relating to this **Agreement**.



4. License Restrictions

4.1. The **Agreement** does not grant and shall not be construed to grant to **Customer** any other right than the rights expressly granted by the **Agreement**. Any right that is not expressly granted to **Customer** hereunder is reserved by **Ortes**.

4.2. The **License** is granted subject to **Customer's** continuous compliance with the **Agreement**, including timely payment of the entire **License Fee**, failing which **Ortes** reserves the right to fully or partially end, deny or limit **Customer's** access (including its **organization owners'** and **Users'** access) to the **Service** and/or to refuse, suspend, interrupt or terminate the **License** granted to **Customer** at all times, without detriment to **Ortes's** rights hereunder and its right to claim compensation for losses, damages and costs it suffered.

4.3. By the acceptance of the **Agreement Customer** commits and guarantees that he is not and shall not be a **Ortes** competitor and that, except with **Ortes's** explicit prior written consent, he shall not use (any part of) the **Service** or (of) the **Service Results** for any other purpose than **Customer Operations**, among others not for any activity that is competing with **Ortes's** services or products or is detrimental to **Ortes's** interests.

4.4. With respect to the **Service**, **Customer** shall not and guarantees that his **Affiliates**, his **Representatives** and/or its **Affiliates' Representatives** shall not, (attempt to) do the following and shall not assist any third **Party** in doing the same by any means, unless when explicitly stated otherwise in this **Agreement**:

- i. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, translate, adapt, alter or distribute all or any portion of the **Service** or **Platform** in any form or media; or
- ii. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available the **Service** to any party; or
- iii. access the **Service** or any part thereof for competitive purposes; or
- iv. translate, modify, adapt, alter, reverse compile or reverse engineer, decompile, disassemble or otherwise reduce to human-perceivable form all or any part of the **Service** or **Platform**; or
- v. reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the **Service** or disclose any of the foregoing; or
- vi. create Internet "links" to the **Service** or any part thereof or "frame" or "mirror" the **Service** or any part thereof on any server or wireless or Internet-based device; or



vii. access or use the **Service** or any part thereof and access or use any **Data**, to provide services to third **Parties**, to build a competitive product or service or a product or service using similar ideas, features, functions or graphics as the **Service** or any part thereof or to copy any ideas, features, functions or graphics of the **Service** or of any part thereof; or

viii. take any action that would cause the **Service** or **Platform** to fall into the public domain.

4.5. Customer may use the **Documentation**, or any part of it, for security, test and back-up purposes.

5. Ortes's obligations in relation to the Service

5.1. By the **Agreement**, subject to the terms and conditions under which the **License** is provided, during the term of the **Agreement**, **Ortes** shall provide the **Service** to **Customer** substantially in accordance with the **Documentation** and with reasonable skill and care, and make available the **Documentation** to **Customer**.

5.2. Ortes shall use commercially reasonable efforts to ensure a 99 % uptime of the **Service**.

- However, notwithstanding the foregoing, the **Customer** recognizes that **Ortes** may interrupt the **Service** (in whole or in part) for maintenance work purposes, including both scheduled maintenance work and unscheduled work in the event of an emergency.
- **Ortes** undertakes to have the scheduled maintenance work to be executed outside of the **Business Days** or during **Business Days** but outside **Business Hours**, and to notify such works at least 48 hours in advance and shall use commercially reasonable efforts to notify the **Customer** of any unscheduled works as soon as reasonably practicable.

5.3. Ortes shall not have the obligation to (continue to) perform the **Service** in case of any (suspected) use of the **Service** by the **Customer** (its **Affiliates**, his **Representatives** and/or its **Affiliates' Representatives**) contrary to the **Agreement** or **Ortes's** instructions, of modification or alteration of the **Services** by any party other than **Ortes** (or **Ortes's** duly authorized contractors or agents). **Ortes** shall be relieved of its obligations to perform the **Agreement** for the time that it is prevented from performing the **Agreement** as a result of any failure or delay by **Customer** to perform its obligations under the **Agreement**.

5.4. Unless expressly agreed otherwise in the **Extensions Store**, **Ortes** shall ensure a back-up of all **Data** (hereinafter a "**Back-up**") at least every twentyfour (24) hours which will be kept until the next **Back-up**.



5.5. Ortes shall ensure compatibility of the **Service** with the Chrome browser and with this browser only.

5.6. If the **Service** does not comply with the **Agreement**, **Customer's** sole and exclusive remedy shall be, at **Ortes's** discretion, the correction of the breach by **Ortes** or the provision of the **Customer** by **Ortes** with an alternative means of accomplishing the desired performance.

6. Customer's obligations in relation to the Service

6.1. Customer shall provide **Ortes** with all necessary cooperation and with access to all information as may be required by **Ortes** for the performance of the **Agreement**, shall maintain all necessary consents and permissions necessary for **Ortes** (and its contractors, agents or **Representatives**) to perform their obligations under the **Agreement** and shall perform its obligations under the **Agreement** in a timely and efficient manner, failing which **Ortes** may adjust any agreed timetable or delivery schedule as reasonably necessary.

6.2. Customer shall ensure that its network, file and web transfer protocols and message structures and any other systems, as may be used in relation to the **Service**, comply with the required specifications provided and amended by **Ortes** from time to time.

6.3. Parties shall abide by all applicable local, state, national and foreign laws, treaties and regulations with respect to their activities under the **Agreement**, including those related to **Data** privacy, international communications and the transmission of technical or personal **Data**.

6.4. Customer shall not and guarantees that its **organization owners** and its **Users** shall not:

- (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or facilitate any illegal activity;
- (ii) send or store unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially, discriminatory or ethnically offensive, infringing, threatening, libelous, sexually explicit or otherwise unlawful or tortious material, including material that is harmful to children or that violates third party privacy rights;
- (iii) access, store, distribute or transmit material containing software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, agents or programs;
- (iv) interfere with or disrupt the integrity or performance of the **Service** or any part thereof or the **Data** contained therein; and
- (v) attempt to gain unauthorized access to the **Service** or its related systems or networks.
- In such events **Ortes** reserves the right, without detriment to its right to claim compensation for losses, damages and costs effectively suffered, to disable without prior notification all **Customer's** access to the **Service**.



6.5. Customer shall be responsible and liable for all activity occurring under its **Customer** account, including, among others, for all actions of his **Representatives**, including for **Service Results** and the use thereof.

- **Customer** shall ensure at all times that the **License** is not used and the **Service** is not accessed by incompetent persons, in particular persons other than his **organization owners** or **Users**, and that his account, his **organization owners'** account and/or his **Users'** account is not shared or used by more than one person designated in the **Platform** as **organization owner**, respectively, **User**.
- **Customer** shall not, and warrants that his **Representatives** shall not, provide false identity information to gain access to the **Service** or impersonate another person.

6.6. Customer represents that his **Representatives**, and in particular his **organization owners** and **Users**, shall at all times fully comply with the **Agreement**.

6.7. Customer shall prevent any unauthorized access to, or use of, the **Service** or the **Service Results** and, in the event of any such unauthorized access or use, promptly notify **Ortes**.

7. The Service Packages, Extensions, and Additional Service

7.1. Ortes may offer various types of **Service Packages** as well as **Extensions** to the **Service Packages**.

- The modalities of the **Service** provided and the rights awarded to **Customer** under the **License**, such as duration, the scope of access to the **Service**, entitled volumes and (the type of) information provided to **Customer** as **Service Results**, are dependent on the **Service Package** chosen by **Customer** and its permitted **Extensions**.
- **Customer** can extend its **Service Package** with **Extensions** at all times in accordance with the conditions and modalities as set out in the **extensions store** and **article 13.2**.

7.2. Upon **Customer's** request, **Ortes** may provide **Additional Service** as described on its website or as agreed with **Customer** in the **extensions store** or an addendum thereto. **Ortes's** commitments with regard to **Additional Service**, among others with regard to the subject of and the consideration for the **Additional Service**, other than set out in this **article 7**, are subject to the terms set out in the **extensions store** or an addendum thereto.

7.3. Every **Additional Service** shall be construed as an *obligation of means*, provided on an "as is" basis. In any case, **Ortes** nor its **Affiliates** or **Representatives**, can be held liable for any result of or event following the **Additional Service**, its results and the use thereof.

8. Access to Ortes Platform and the Service Set-up



8.1. After the signing of the **Agreement**, a **customer** shall be able to set-up and configure a personal **Organization and Owner** account in the **Platform** and can assign one or multiple **organization owner(s)** and, if the **Customer** so wishes, one or multiple **User(s)**. The number and the rights of the **organization owners** and the **Users** are limited in accordance with the **License** and, as the case may be, the **Service Package** chosen by **Customer** and its permitted **Extensions**.

8.2. Only the **Account Owners and Administrators** shall have access to **Customer** account management and may create **Users** and award rights to them.

- The **Account Owner** shall be **Ortes's** single point of contact with **Customer** and all communications done by **Ortes** to the **organization ownerOwners** shall be deemed to have been done to **Customer**.
- A **User** shall have access to the **Service** in accordance with the rights awarded to him by the **Account Owners and Administrators** on **Customer's** behalf.

9. Maintenance and Troubleshooting

9.1. In consideration of the timely payment of the entire **License Fee** in accordance with **article 13**, the **Service** includes **Ortes's** maintenance activities required to ensure the availability of the **Service** in accordance with the **Agreement** and technical troubleshooting support services to **Customer**. **Maintenance and Troubleshooting** are generally performed on Dutch **Business Days** during **Business Hours**.

9.2. Without prejudice to **article 9.1**, in relation to troubleshooting, **Ortes** shall examine any incident in relation to the performance of the **Service** as notified to **Ortes** by the **organization owner**.

- **Ortes** shall have no obligation to correct the incident if it is not able to replicate the incident and/or the incident is (a) not caused by malfunctioning of the **Service** and (b) is caused by (i) the use of the **Service** contrary to the **Agreement**, (ii) modification of the **Service** without **Ortes's** prior consent, (iii) the use of incorrect **Data** or **Data** format, (iv) disruption or unavailability of external services (including but not limited to third party validation services or network disruptions), (v) disruption or unavailability of networks, internet, file transfer mechanisms, etc. or (v) **Customer's** use of the **Service** with any incompatible or unauthorized products or services ("**Unconfirmed Incident**").
- In case of **Unconfirmed Incident**, if the **Customer** so requests, **Ortes** may advise the **Customer** on and assist the **Customer** with resolving such incident.
- Any work performed by **Ortes** for investigation of **Unconfirmed Incidents** and the advice and assistance in relation thereto shall be invoiced to the **Customer** on a time and materials basis at **Ortes's** then standard fee rates.



9.3. Without prejudice to **article 9.1**, other than **Unconfirmed Incidents** shall be handled by **Ortes** in accordance with the following priority schedule:

- **Priority 1:** Downtime of the entire **Service**, security violation, loss of critical functionality having major impact on the **Service**: support requests shall be responded to within one (1) **Business Days**.
 - **Priority 2:** Loss of certain functionalities with no critical impact: support requests shall be responded to within two (2) **Business Days**.
 - **Priority 3:** Minor impact on **Customer**: support requests shall be responded to within five (5) **Business Days**.
 - The **Customer** shall provide **Ortes** with all information required for **Ortes** to understand and assess the issue, including date and timing of the occurrence of the issue and all **Data** required to reproduce it.
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10. Data, Use of Data and Data protection in general

10.1. It is understood that the (performance of the) **Agreement** does not result and shall not be construed to result in any change in the ownership of **Data**. **Customer** shall retain the ownership of **Customer Data** and **Ortes** shall retain the ownership of all **Ortes Data**.

10.2. Customer shall be responsible and liable for the accuracy, quality, integrity, legality, reliability, appropriateness and compliance with any third party **Intellectual Property Rights** or other proprietary rights of all **Customer Data** and warrants and represents that it shall obtain prior to the communication of **Customer Data** to **Ortes**, or the storage of **Customer Data** on or the use of **Customer Data** via the **Platform**, any and all required third party authorizations and fulfil any and all required legal conditions and obligations (including without being limited to **EU Data Protection Laws**) and industry standards that must be obtained or fulfilled for the **processing**, storage, transfer and in general, any use, of **Customer Data** under the **Agreement**.

10.3. Customer acknowledges and agrees that:

- **Ortes's Representatives** may have access to **Customer's Data** in order to provide the **Service** under the **Agreement**;
- **Ortes** may further use and disclose **Customer Data** that **Ortes** collects, obtains, retrieves or otherwise captures under the **Agreement** to the extent required for the execution of the **Agreement** as well as, on the condition that **Ortes** does so in aggregate and non-**Customer** identifiable and non-person identifiable formats, for other purposes;
- **Ortes** represents & warrants, as detailed in art. 11, that all **Customer Data** is **processed** in accordance with **EU Data Protection Laws** and that no **Customer Data** shall be transferred or stored outside the European Economic Area, the exception being



for the treatment, at **Customer's** discretion, of support tickets, the use of Single-Sign-On-solutions and the use of integrated e-signing solutions (see **Annex 3**).

- In case **Ortes** would come to employ new Sub-Processors in the course of this **Agreement** that would store or **process Customer Data** outside the European Economic Area, where compliance with **EU Data Protection Laws** is not reasonably assured, **Customer** will have the right to object to such storage or **processing**.
- In such case, **Parties** will endeavor to find a solution in good faith.
- If no satisfactory solution is found, **Customer** will have the right to terminate the **Agreement** with immediate effect after notification in accordance with art. 22.1 of the **Agreement**;
- **Ortes** shall be entitled to keep records of **Customer Data** as necessary to comply with any applicable laws and regulations and for its business records, subject to its confidentiality obligations pursuant to this **Agreement**.

10.4. In order to prevent **Data** loss, **Ortes** shall maintain the back-up strategy as set out in **article 5.4** which it may amend in its sole discretion from time to time. **Ortes** shall inform **Customer** about any change in the back-up strategy or upon **Customer's** request.

11. Personal Data

11.1. For the purposes of this article the terms, "**Third Country**", "**Member State**", "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the **GDPR** and shall be construed accordingly.

11.2. Processing of Personal Data by Ortes as Processor

- i. By executing the **Agreement**, **Customer** expressly authorizes and instructs **Ortes** to **process** the **Personal Data** that is uploaded on or generated by the **Platform** by **Customer**, the **organization owners** and/or the **Users**, including **Users' Platform** usage log files, whether publicly available or not, to the extent that such **processing** is done and required for the purpose of providing the **Service** under the **Agreement** and in particular for providing **Customer** with requested **Service Results**.
- ii. With regard to any such **Personal Data** that is **processed** through the **Platform**, **Ortes** shall be deemed to act as a **Processor** on behalf of **Customer** who shall be deemed to act as **Controller** and each **Party** shall bear the respective rights, obligations and liabilities. **Customer** shall ensure that **Customer** is entitled to transfer the **personal data** to **Ortes** and to use, store, transfer or otherwise **process** it via the **Platform**, so that **Ortes** may lawfully use, store, transfer and otherwise **process** the **Personal Data** in accordance with the **Agreement** on **Customer's** behalf.



- **iii. Annex 1** to this **Agreement**, as may only be amended by means of written agreement between the **Parties**, sets out certain information regarding **Ortes's Processing of Personal Data** as required by **article 28 GDPR**.

11.3. Processing of Personal Data by Ortes as Controller

- **i.** For the avoidance of any doubt, and as set out above, it is agreed between the **Parties** that **Customer** acts as the **Controller** and **Ortes** as the **Processor** with respect to the **Processing of Personal Data** that takes place through the **Platform**.
- **ii.** However, without prejudice to the above, by accessing, subscribing to and using the **Services**, the **organization owners** and **Users** (the "**Individuals**") accept to provide **Ortes** with certain **Personal Data** relating to them, such as first and last names, email address, professional telephone number, choice of language, copy of her/his identity card or other identification document, login password, access rights, and log files (the "**Individuals' Personal Data**"). The **Individuals** acknowledge, and where necessary, agree that the **Individuals' Personal Data** may be collected and **processed** by **Ortes** as **Controller** for the purposes of creating, identifying, verifying and managing a **Customer** account, setting the preferred language, controlling **Customer's organization owners' and Users' access rights**, contacting and answering **Customer's organization owners' and Users' queries**, correcting assignments of access and functions, identifying use/misuse of the **Service** and, more generally, for the purpose of providing the **Service**.
- **iii.** The **Individuals** are entitled, subject to the conditions and limitations of the **EU Data Protection Laws**, to access the **Personal Data** relating to them, as collected and **processed** by **Ortes** as **Controller**, and request the rectification or deletion of the **Individual's Personal Data** if it is incorrect or unnecessary for **Ortes** to **Process**. Within the limitations set by **GDPR**, **Individuals** also have a right to **Data** portability and to object to certain **Processing** of their **Personal Data**. The **Individual** may exercise these rights by sending an email to **Ortes** at privacy@ortes.nl. A proof of identity may be requested by **Ortes** in order to establish that the **Individual** making the said request is the concerned **Data Subject**. **Individuals** also have the right to reach out to the **supervisory authority** (for the Netherlands: the Dutch **Data** Protection Authority) to obtain further information or to file a complaint.
- **iv.** Further information about the **Processing of Personal Data** by **Ortes** as **Controller** is included in **Ortes's** privacy policy, which is communicated to all **organization owners** and **Users** through the **Platform**, available upon simple request, and also permanently available on **Ortes's** website at <https://www.ortes.nl/eng/privacy-policy>.

12. Third Party Interactions

12.1. Ortes does not endorse any third party websites, services or products even if they are linked through the **Service**. Any such links are provided to **Customer** only for convenience.



Ortes, its **Affiliates** and its **Representatives** shall not be liable for any content, products, **Service Results** or other materials available through such links.

12.2. Customer recognizes that both the provision and the use of the **Service** require the use of the internet and of means of electronic communication and may require the availability and use of certain ancillary software, hardware or services provided by third **Parties**, including without being limited there to future e-singing software.

- **Ortes** shall not be liable for any delays or failures resulting from the use of the internet and of means of electronic communication nor for the (continuous or interrupted) availability of the said software, hardware and services.
- **Ortes** may cease, interrupt or suspend the **Service** (in part or in whole), without **Customer** having any right to refund, credit or other compensation, if the third party software, hardware or services on which the **Service** is dependent are no longer available, suspended, interrupted or do not present, in **Ortes's** discretion, the required level of security.
- **Customer** also recognizes that the provision of the said third party software, hardware or services may be dependent on **Customer's** agreement with third party's licenses and authorizations subject to terms and conditions of that third **Party**. Such third party licenses and authorizations do not fall under **Ortes's** responsibility. **Ortes** does not warrant that third **Parties** shall grant such license to **Customer**.
- If required for the use of the **Service**, **Customer** shall obtain such third party licenses and authorizations and shall fully comply with them at his own cost. **Customer** shall indemnify, defend and hold **Ortes**, its **Affiliates** and its **Representatives** harmless from and against any damage, cost, claim, demand, lawsuit, cause of action or loss of any nature whatsoever, suffered or incurred by any of them, arising out of or in connection with the infringement by **Customer** of any third party license or authorization.

12.3. Ortes shall use best endeavors to preserve the stability of the **Service** APIs. **Customer** however acknowledges that external changes (including but not limited to: regulations, standards, technology, third party software ...) may require **Ortes** to bring modifications to the available APIs. **Ortes** reserves the right to adapt the **Service** APIs at its sole discretion without being backwards compatible, and **Customer** accepts this right.

12.4. Ortes shall not be held liable, neither contractually nor extra-contractually, for discontinuing the maintenance of an older API version, three (3) months after communicating any changes on the older version.

13. License Fee



13.1. Customer shall pay the **License Fee** to **Ortes** for the granting of the **License** by **Ortes** to **Customer** in accordance with **article 3** and **article 4**. It is understood that any license fees published by **Ortes** on its website or otherwise are non-binding.

- Notwithstanding art. 13.4., **Ortes** reserves the right to modify the **License Fee** and **Additional Consumption Fees** and to introduce additional license fees at any time provided that it has a valid reason for doing so and notifies this to **Customer** with at least thirty (30) days prior notice.
- For **Licenses** that are then current, the modified fee shall apply from the first renewal of the **License** after the said term of thirty (30) days.
- If the modification of **Fees** is notified to **Customer** within the last three months of the **Initial Term** or a **Renewal Term**, **Customer** will have the right to terminate the **Agreement** at the expiry date of the then current term, by written notice in accordance with **article 22.1** at least before the expiry date.
- The **Parties** recognize that the following non-exhaustive list of reasons are considered to be valid to justify a modification of the **License Fee**:
 - an increase in the prices of **Ortes's** suppliers, of which **Ortes** will deliver proof upon request;
 - a change to a legislative framework;
 - an extension to or improvement of the **Platform** or **Service**, regarding which **Ortes** will provide justification upon request;
 - the subscription to an optional additional set of functionalities (modules).

13.2. Customer shall pay the **Base License Fee** on a yearly basis in advance, being for the first time before the start of the **Initial Term** and upon renewal of the **Initial Term** before the start of each subsequent **Renewal Term**.

- **Additional License Fees** and **Additional Consumption Fees** are automatically incurred (i) upon consumption or usage of **Extensions** by **Customer** or its **Representatives**, or as the case may be (ii) when an **Extension** becomes effective (an incomplete month is deemed as a full month).
- For the **Initial Term** and each current **Renewal Term**, incurred **Additional License Fees** and **Additional Consumption Fees** shall be invoiced on a quarterly basis (invoices due and payable within thirty (30) days as of the date of the invoice) and shall whereas applicable be incorporated on a pro rata basis in the **Base License Fee** upon the start of each (new) **Renewal Term**.
- Any fee for an **Additional Service** shall be charged on an as-quoted basis or based on time & material if no quote is agreed upon beforehand. Invoices for **Additional Service** are due and payable within thirty (30) days as of the date of the invoice.

13.3. The entire **License Fee** is due regardless of whether **Customer**, its **organization owners** or its **Users** effectively use the **Service**. The payment obligation is non-cancellable and irrevocable and the amounts paid are in any case non refundable.



13.4. Without prejudice to **article 13.1**, **Ortes** may increase the **License Fee** and any **Additional Consumption Fees** at any moment, provided that **Ortes** notifies **Customer** thereof in writing at least one (1) month in advance. The increased fees shall take effect upon expiry of this notice period, unless a later effective date is stated in the notice.

14. Billing and Payments

14.1. The fees and charges shall be invoiced to **Customer** by **Ortes** and shall be paid in accordance with **Ortes's** invoice in freely available funds and in Euro, without any deduction for expenses, taxes, levies, fees, duties and the like which shall be borne by **Customer**. **Customer** must make all disputes with regard to **Ortes** invoices at the latest within thirty (30) days of the invoice date, failing which the invoice is deemed to be accepted and due by **Customer**.

14.2. **Ortes** shall have no obligation to start (or to continue) the **Service** under the **License** prior to full payment by **Customer** of the entire corresponding **License fee**.

14.3. If **Customer** fails to make a timely payment of an invoice, **Customer** shall be liable for payment, after prior notice, from the maturity date of the invoice and until payment in full of the invoice, to payment of **default interest** at a rate of twelve (12) months EURIBOR + five (5) % as well as to a compensation for **administrative and debt collection expenses** equal to ten (10) % of the unpaid amount, without detriment to **Ortes's** right to compensation for losses, damages and costs effectively suffered as a result of **Customer's** late payment. If **Customer** fails to make payment in due time or if **Ortes** has reasons to believe that a future payment shall not be made (in full or) in due time, then, without prior written notice being required, all outstanding amounts due by **Customer** (including unmatured invoices) shall immediately become due and **Ortes** shall have the right to suspend, interrupt or terminate the **Service** under any **License** granted to **Customer**, until, to **Ortes's** sole discretion, **Customer** fully complies with its payment obligations and/or new terms of payment are agreed between **Parties**, without detriment to **Ortes's** rights with regard to compensation for losses, damages and costs suffered as a result of **Customer's** failure. Despite the suspension, interruption or termination of the **Service** or of a **License**, all **License Fees** and fees for **Additional Service** according to this **Agreement** and billing modalities chosen by **Customer** remain due. **Ortes** reserves the right to charge a fee for the reinstatement of the **Service**.

15. Duration and Termination

15.1. The **Agreement** enters into force on the **Effective Date** and shall remain in force for the period indicated in the **extensions store** (the "**Initial Term**"). Upon the expiry of the **Initial Term**, the **Agreement** shall automatically renew against the **License Fee**, as the case may be, modified in accordance to **article 13**, for successive terms of one (1) year (hereinafter a "**Renewal Term**") unless a **Party** terminates the **Agreement** by a notice sent to the other **Party**



in accordance with **article 22.1** at the latest three (3) months prior to the expiry date of the then current term.

15.2. Without prejudice to a **Party's** right to compensation for losses, damages and costs suffered and without prejudice to other provisions of the **Agreement**, a **Party** may terminate the **Agreement** and any and all **License(s)** granted hereunder at any time during the term thereof by a notice sent to the other **Party** in accordance with **Article 22.1** when:

- The other **Party** fails to observe or breaches any of its material covenants, agreements or obligations under the **Agreement** in any material respect, provided that such breach continues for a period of fifteen (15) days after receipt by the other Party of notice of default specifying the nature of the breach and requesting to cure it. Without being limited thereto, the following obligations constitute such material breach: unauthorized use of the Service, the Platform, or the Service Results; breach of responsibilities in relation to use of the Service, non-payment of fees; breach of Warranties; breach of Intellectual Property or breach of confidentiality obligations and breach of non-enticelement obligations; or
- The other Party makes any assignment for the benefit of creditors or files a petition in bankruptcy or is adjudged bankrupt or becomes insolvent or generally unable to pay its debts when due or is placed in the hands of a receiver or if the equivalent of any such proceedings occurs; or
- the Force Majeure as determined in article 22.5 of this Agreement has subsisted during at least six (6) consequential months.

16. Consequences of Termination

16.1. Any provision of the **Agreement** expressly or implicitly intended to survive its termination or expiry, whatever the cause, shall survive as provided and the termination or expiry shall not affect any obligation to pay any amount due under the **Agreement** whilst it was in effect.

16.2. Upon termination of the Agreement:

* All licenses granted under the Agreement with regard to the Service shall immediately terminate;

* Customer shall return to Ortes within five (5) Business Days all latter's Confidential Information and all copies and embodiments thereof that is in Customer's possession and Ortes is entitled to conserve all Customer Data for a period of twelve (12) months following the date of termination of the Agreement. Upon termination of this conservation period, Ortes will permanently delete and/or discard all Customer Data, statistical and anonymized behavioral Customer Data excluded, unless Ortes is bound by a legal obligation to conserve Customer Data beyond the said conservation period;



* Ortes shall deliver to Customer the then most recent back-up of Customer Data, provided that Customer has, at that time, paid all Licenses Fees and all other fees outstanding under the Agreement and/or resulting from termination or expiry (whether or not due at the date of termination or expiry) of the Agreement, and against payment by Customer of all expenses incurred by Ortes in returning the Customer Data. Customer Data shall only be returned to Customer in JSON format. Any personal Data contained in Customer Data will be returned irrespective of any amounts due by Customer.

* Each Party shall promptly return and make no further use of any equipment and tokens (and all copies of them) belonging to the other Party;

* Ortes shall be entitled to recover possession from Customer of all copies of the Documentation and related information supplied to or provided by Customer to third Parties and in existence at the time of expiry or termination or require Customer to destroy the same and certify on oath that it has done so.

16.3. Upon termination of the **Agreement** for reason of discontinuity of **Ortes**, **Customer** is entitled to get access to its database and the related passwords and encryption keys.

17. Warranties

17.1. Without detriment to other warranties and representations provided under the **Agreement**, the **Parties** provide the following warranties and representations: **Customer** represents and warrants that:

- it has the legal power and authority to enter into the **Agreement**; and
- its **Representatives** (including the **organization owners** and the **Users**) shall and are duly authorized to act on its behalf and under his sole responsibility and they shall at all time act in accordance to the **Agreement**.

17.2. **Ortes** represents and warrants that:

- it has the legal power and authority to enter into the **Agreement**;
- it shall provide the **Service** in a manner consistent with general industry standards reasonably applicable to the provision thereof;
- that the **Service** shall be performed in accordance with the **Agreement** under normal use and circumstances; and
- to the best of its knowledge it has all the rights in relation to the **Platform** and the **Service** that are necessary to grant all the rights granted hereunder, including the **License**, and in accordance with the terms of the **Agreement**.

17.3. It is understood that **Ortes's** performance of the **Service** is an *obligation of means* and that (any part of) the **Service** is provided on an “as is” basis. Except as expressly provided



herein, **Ortes** hereby disclaims all other conditions, representations and warranties, whether express, implied, statutory or otherwise, to the maximum extent permitted by applicable law. Without limiting the foregoing, as such and among others:

- any **service** or information provided by **Ortes** under the **Agreement** is provided without any warranties or representations, including, without limitation, warranties of fitness for a particular purpose, performance, non-infringement, timeliness, reliability, availability, accuracy, quality or completeness of the **Service**, of the **Platform** or of the **Service Results** of any **Data** provided under the **Agreement**;
- **Ortes** does not warrant that the **Service** shall be uninterrupted, error-free or that it shall meet **Customer's**, its **Affiliates'**, its **Representatives'**, its **Affiliates' Representatives** or any other party's specific needs, nor that a **service** or information provided by **Ortes** under the **Agreement** shall be free from viruses, harmful components, errors or defects (nor that the said shall be corrected), nor that the **Service** or the **Platform** shall operate in combination with any other **service**, software, hardware, system or **Data**.

17.4. Customer acknowledges and agrees that the **Service** and any **Service Results** thereof and any **Additional Service** as the case may be are *not to be considered as legal, tax or other advice*.

- The legal information which might be provided via the **Service**, the **Service Results** and any **Additional Service** is only provided on an "as is" basis, without any representations or warranties, express or implied.
- **Ortes** makes no representations or warranties whatsoever in relation to the legal or other information provided via the **Service**, the **Service Results** and the **Additional Service**.
- **Customer** acknowledges and agrees that (i) he must not rely on the information provided via the **Service**, the **Service Results** and the **Additional Service** as an alternative to legal advice from an attorney or other professional legal services provider, (ii) he should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information provided via the **Service**, the **Service Results** or the **Additional Service** and (iii) he uses the **Service**, the **Service Results** and the **Additional Service** on its own responsibility.

18. Liability

18.1. Each **Party** shall indemnify and hold the other **Party** harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with the former's (its **Affiliates'** or their **Representatives'**) breach of the of the **Agreement**, including its warranties thereunder. The same shall apply to direct infringement attributable to a **Party** of a third **Party Intellectual Property Rights**.



18.2. In the event the **Service** in **Ortes's** opinion is likely to be or to become the subject of a third **Party** claim, **Ortes** shall have the right at its discretion (i) to procure for **Customer** the right to continue using the **Service** as provided in this **Agreement** or (ii) to use reasonable efforts to replace or modify the ((alleged) infringing part of the **Service** or to provide a work around solution and/or **service** that is substantially similar to the **Service** so that it is no longer subject to Third **Party** Claim or (iii) to terminate (part of) the **Service**. The foregoing states the entire liability and obligation of **Ortes** and the sole remedy of **Customer** with respect to any third **Party** claim.

18.3. In the event of founded third **Party** claim against **Ortes** for reason of infringement of that party's right (including the **Intellectual Property Rights** of such party) as a result of infringement by **Customer** of its warranties and/or obligations under the **Agreement**, **Customer** shall defend and hold **Ortes** harmless against the said claim if (i) the same is not solely attributable to the **Service** as such, (ii) **Customer** is given prompt notice of any such claim, (iii) **Ortes** provides reasonable co-operation to **Customer** in the defense and settlement of such claim, at **Customer's** expense and (iv) **Customer** is given sole authority to defend or settle the claim.

18.4. Notwithstanding any other provision of this **Agreement**, the total aggregate liability of **Ortes** shall in any event be limited to the last yearly **License Fee** paid by **Customer** for the **Service** when the claim relates to the **Service**, or, when the claim relates to an **Additional Service**, the paid or payable fee for that **Additional Service**.

18.5. Nothing in the **Agreement** excludes the liability of a **Party** for death or personal injury caused by that **Party's** or for fraud or fraudulent misrepresentation attributable to it.

18.6. Each **Party** shall have a duty to mitigate damages for which the other **Party** is liable.

18.7. Neither **Party** will be able to seek remedy on tort (extra-contractual) basis for a breach of the **Agreement**, neither from the other **Party**, nor from the other **Party's Representatives, Employees, Affiliates** or (sub)contractors.

18.8. **Ortes's** liability for damages shall in any event not exceed the amounts actually paid out under its business liability insurance (bedrijfsaansprakelijkheidsverzekering) in respect of the event giving rise to the claim. To the extent such insurance does not provide coverage, **Ortes's** liability shall be limited in accordance with Article 18.4 above.

19. Intellectual Property

19.1. The **Agreement** does not intend and shall not bring or be construed to bring any change to the propriety of or **licenses** to any **Intellectual Property Rights** of **Ortes** and **Customer** shall not, as a result of the **Agreement**, be entitled to any claim with regard to any **Intellectual Property Rights** to which, prior to the signing of the **Agreement**, it was not entitled.



19.2. Ortes is and remains the exclusive owner of all **Intellectual Property Rights** relating to its products and services including, but not limited to, the **Intellectual Property** that underlies or is incorporated, included or used in the **Platform**, the **Service**, including the **Documentations**. All rights, titles and interests in such **Intellectual Property** shall remain vested in **Ortes**. If the **Agreement** awards to **Customer** certain rights or **licenses** to **Ortes's Intellectual Property** or if the purpose of the **Agreement** requires such use, it is understood that such rights are awarded only for the term of the **License** and that **Customer's** sole right in relation to **Ortes's Intellectual Property** are at all time restricted to the use thereof to the extent that they are incorporated in the **Service** or the **Service Results** under the terms and conditions set out in the **Agreement**.

19.3. Without limiting the scope of other provisions of the **Agreement** and of **License** limitations set forth herein, **Customer** shall not, without prior written authorization of **Ortes**, modify or make derivative works of the **Service**. In the event that, notwithstanding any prohibition thereto, **Customer** modifies or creates derivative works of the **Services**, **Ortes** shall own all right, title and interest, including any **Intellectual Property Rights**, in and to such modifications and derivatives and **Customer** hereby assigns any such rights, title and interest in such modifications and derivatives to **Ortes** at no cost to the latter. **Customer** represents and warrants that it has the authority to assign full title to these modifications and derivative works and the **Intellectual Property Rights** pertaining thereto in accordance with the terms and conditions of the **Agreement**.

19.4. Ortes is entitled to use **Customer's** name or logo (or the name or logo of any other member of **Customer's** Group or **Customer's** commercial name or logo) in any advertising or promotional media in the course of performance of this **Agreement** or thereafter.

20. Confidentiality

20.1. The **Parties** acknowledge that under the **Agreement** they shall disclose to each other information that is of highly sensitive nature and is valuable to the disclosing **Party** ("**Disclosing Party**"), that must and shall remain the **Disclosing Party's** exclusive property and must at all times be kept secret and confidential by the receiving **Party** ("**Receiving Party**").

20.2. Unless the **Receiving Party** obtains explicit prior written authorization from the **Disclosing Party**, the former shall not use the confidential information disclosed by the latter for any other purpose than strictly necessary for the due performance of the **Agreement**.

20.3. Notwithstanding **article 20.2**, the **Receiving Party** shall only be permitted to disclose confidential information if and to the extent that:

- is required by the applicable law or regulation or pursuant to a court or administrative order issued by a court of competent jurisdiction or by a governmental authority that is



lawfully entitled to require such disclosure, provided, however, that the **Receiving Party** shall prior to any disclosure notify and fully inform the **Disclosing Party** of such obligation to disclose and demonstrate the existence and the extent of the requirement to disclose in order to allow the **Disclosing Party** to assess and, as a case may be, to contest it; or

- to its **Affiliates** and **Representatives** however, that the **Receiving Party** shall do this (i) only the on need-to know basis for the performance of the **Agreement** and (ii) if they are bound by confidentiality obligations that are at least as restrictive as those set forth in this **article 20**.

20.4. The provisions of this article shall remain in force during five (5) years after the termination or expiry of the **Agreement**.

21. Non-enticement

For the entire duration of the **Agreement** and for one (1) year following termination or expiry of the **Agreement**, a **Party**, its **Affiliates**, its **Representatives** or its **Affiliates' Representatives** shall not (attempt to) hire, offer to hire or otherwise entice away any **Representative** of the other **Party** or of its **Affiliates** whether directly or indirectly. In case of breach of the said obligation by a **Party**, the other **Party** shall be entitled to a lump-sum compensation of fifty thousand euro (€ 50.000,00) without prejudice to its right to claim compensation for losses, damages and costs effectively suffered.

22. Miscellaneous

22.1. Notices – **Parties** may give any notice to each other by means of email with receipt confirmation or registered letter. If to **Customer**, the (email) address that is on record in **Ortes's** account information shall be used. If to **Ortes**, emails have to be sent to info@ortes.com. Such notice shall be deemed to be received on the date of receipt or, if receipt is not provided, on the day of dispatch or first business day after the day of dispatch.

22.2. Severability – If any provision of the **Agreement** is invalid or unenforceable, this shall not affect the remaining provisions thereof which shall remain in effect. The invalid or unenforceable provision shall be deemed to be replaced by an alternative valid and enforceable provision that is as closely in line with the **Parties'** original intent as allowed under the applicable law.

22.3. Entire Agreement – The **Agreement** constitutes the entire agreement between the **Parties** with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter including, but not limited to, any prior non-disclosure or confidentiality agreement. No



amendment of the **Agreement** is binding unless executed in writing and signed by duly authorized **representatives** of the **Parties**.

22.4. No Waiver – The election of any one or more remedies by either **Party** shall not constitute a waiver by such **Party** of the right to pursue any other available remedies. No failure by either **Party** to exercise and no delay by either **Party** in exercising (in whole or in part), any right in relation to the **Agreement** shall operate as a waiver of any such right.

22.5. Force Majeure – Notwithstanding any other provisions of this **Agreement**, if, for any reason beyond the reasonable control of a **Party**, including, without limitation, acts of God, earthquakes, floods and other natural disasters, wars, insurrections, strikes, riots, fires or orders by any government department, council or other constituted body, such **Party** is unable to perform in whole or in part its obligations under the **Agreement**, such **Party** shall be relieved of those obligations to the extent it is unable to perform and such inability to perform, so caused, shall not make such **Party** liable to the other **Party** on the condition that the **Party** who is unable to perform notified the other **Party** of such inability within seven (7) days of the onset of such inability.

22.6. Assignment – **Customer** shall not assign or otherwise transfer the **Agreement** in whole or in part or any of its rights and obligations under the **Agreement** without prior written consent of **Ortes**. The **Agreement** shall be binding on and inure to the benefit of the **Parties** and their respective successors and permitted assigns.

22.7. Third Party Beneficiaries – Nothing in the **Agreement** is intended to confer any benefits on any person other than the **Parties** or their respective successors or permitted assigns.

22.8. Injunctive Relief – Since a breach of any part of the **Agreement** by a **Party**, in particular the provisions governing **intellectual property rights**, may cause irreparable harm to the other **Party** for which monetary damages are inadequate, the other **Party** may seek immediate injunctive and/or other equitable relief should such a breach occur.

22.9. Governing Law and Dispute Resolution – This Agreement shall be governed by, and construed in accordance with, the laws of the Netherlands. Any dispute arising out of or relating to the existence, validity, interpretation, performance, non-performance, breach, or termination of this Agreement (or any of its provisions) that cannot be resolved amicably shall be submitted exclusively to the competent court located closest to Deventer, the Netherlands.

Annexes

Annex 1 - Details of processing of Personal Data by **Ortes** on **Customer's** behalf

Annex 2 - Technical and organizational measures undertaken by **Ortes**

Annex 3 - List of the Sub-Processors authorized by **Customer**



ANNEX 1 – Details of processing of Personal Data by Ortes on Customer's behalf

1. Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of Personal Data by Ortes on behalf and upon the instruction of Customer is set out in the main text of the Agreement, as supplemented by this Annex 1.

2. The nature and purpose of the Processing of Personal Data

The Personal Data is processed by Ortes on behalf and upon the instruction of Customer for Customer's or its Affiliates' corporate and legal housekeeping and for compliance with their legal obligations (in particular without being limited thereto in relation to corporate governance and the prevention of fraud and money laundering).

3. The types of Personal Data processed

Under the Agreement, Ortes processes or is allowed to process the following types of Customer Data which qualifies as Personal Data on behalf and upon the instruction of Customer:

Category	Description
Identification and characteristics	- Identification data of Users and/or other data subjects (first name, middle names(s), last name, birth date, nationality, personal identification number, copy of identity card or other identification document, gender, title, e-signatures)



	<ul style="list-style-type: none">- Contact details of Users and/or other data subjects (domicile, principal residence, office address(es), email address, phone/fax number(s))
Behavioral data	<ul style="list-style-type: none">- Account data of Users (personal login credentials, user log files)
	<ul style="list-style-type: none">- Data related to Users' and/or other data subjects' mandates/managerial positions in legal entities (legal entities concerned, management bodies concerned, duration of mandates, roles, voting rights)
	<ul style="list-style-type: none">- Data of Users and/or other data subjects related to corporate meetings, corporate decisions and corporate documents such as minutes of management bodies, notarial deeds, auditor reports, articles of association (presences to meetings, voting behavior, meeting behavior)
Financial data	<ul style="list-style-type: none">- Bank account information
	<ul style="list-style-type: none">- Data related to membership or the holding of securities of Users and/or other data subjects in legal entities (types of securities, obligations and entitlements related to securities, security transactions, documents and contracts related to security transactions, amounts subscribed, paid-up, paid-out, to be paid, other financial benefits)



	and/or implications relative to each type of security)
	- Contractual data of Users and/or other data subjects (contracting parties, legal and/or financial liabilities and entitlements, other contractual provisions relevant to Users)
	- Data of Users and/or other data subjects related to corporate meetings, corporate decisions and corporate documents such as minutes of management bodies, notarial deeds, auditor reports, articles of association (legal and financial implications of corporate decisions and corporate meetings presences to meetings)
Sensitive data	- Political, religious or philosophical data or data related to trade union membership of Users and/or other data subjects, only to the extent this is related to or can be deduced from the membership of, or other relationship with, specific legal entities.

4. The categories of Data Subjects to whom the Personal Data set out above relates

- Users
- Representatives & organization owners
- Signers using the e-signature functionality of the Platform
- Legal entities' security holders or members
- Members of legal entities' management bodies
- Other corporate stakeholders related to legal entities (such as without being limited thereto notaries, auditors, accountants, lawyers, contracting parties)



5. The obligations and rights of the Controller and the Processor

The obligations and rights of the Controller and the Processor are set out in the Agreement and Annex 1 thereto.

ANNEX 2 – Technical and organizational measures undertaken by Ortes

1. Technology and security

- Ortes is implemented as a multi- or single-tenant cloud application that exposes its data via a REST API on the back-end.
 - To gain access to this REST API, a client needs to either log in or be given a permanent API token (for integrators). Such login credentials/permanent tokens can only be created by the administrator of the installation (i.e., an admin user of the customer).
 - All communication with the REST API needs to be encrypted (HTTPS-only).
 - The front-end consists of a single-page web application that is implemented as a client of this REST API.
- Given the legal nature of our application domain, the main focus of our application's architecture is:
 - Providing maximal protection of customers' data.
- Data Protection: We achieve this by extensive security measures, including providing each of our customers with their own, fully compartmentalized silo, if not requested otherwise (security by design).
 - Each customer silo is deployed as an individual virtualized server with its own complete stack of encrypted database, web server and REST API.
 - This compartmentalization ensures that customers' data and run-time information is completely shielded from each other, and assures minimal downtime during maintenance updates, as well as the possibility to assign sufficient computing/storage resources to each customer.
 - All data is hosted via Hetzner (<https://www.hetzner.com/>) and is stored in ISO27001 certified datacenters.
- Authentication: Ortes users are authenticated to the Ortes web application by means of our own login services. This authentication service ensures that only sufficiently secure passwords can be used by end users.
- Two-Factor Authentication (2FA): Ortes offers a two-factor authentication mechanism by means of Time-based One-Time Passwords (TOTP).



- This mechanism requires users to have a compatible application installed on their mobile phone that allows for the generation of such passwords (e.g. Google Authenticator).
 - The first time a user logs into Ortes, a secret password is exchanged by means of a QR code. Based on the shared secret password, a time-limited password is generated by the application on the phone that needs to be entered when logging into Ortes.
 - The use of this two-factor authentication mechanism is not mandatory, but is recommended for all customers.
- Firewall: All access to the Ortes application is guarded by means of a network- and transport-level firewall.
- Technologies used:
 - Back-end: NestJS, Typescript, mariadb relational database
 - Front-end: ReactJS, Typescript
 - Deployment: Ansible, Nginx
- Data Storage: All data is physically stored in Europe (data centers of Hetzner, if not agreed otherwise with the customer) including back-ups.
- Compatibility:
 - Responsive design allows limited usage of the application on tablet and/or mobile device
 - Preferred browser for optimal use: Firefox and Chrome.

2. Access rights and user rights

- Customer owners and administrator(s) will be responsible for the management of users and user permissions.
 - User permissions can be organized for the entire customer silo AND/OR for one or more specific legal entities within customer's silo:
 - Every user will have a specific 'role' which determines its read/write/edit/delete permissions for the entire customer silo;
 - Read permissions can be granted for one or more specific legal entities in customer's silo only;
 - Users can also be added to one or more 'user groups' to carve-out or specify permissions for one or more specific legal entities;
 - For 'write' and 'edit' permissions, a double security check can be applied: a user needs to have the appropriate 'role' AND has to belong to the appropriate 'user group(s)'.
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ANNEX 3 – List of the Sub-Processors authorized by Customer

- **GitHub**
- **Mattermost (EU-hosted)**
- **Google Workspace (EU-hosted)**
- **Azure deployment of ChatGPT (EU-hosted)**