

SAAS TERMS AND CONDITIONS “CLIMAX”

These are the SaaS Terms and Conditions for Climax (the "Terms"), a software as a service solution offered by Sparqing B.V., having its office at Aert van Nesstraat 45 (3012 CA) in Rotterdam, The Netherlands, and registered with the Dutch Chamber of Commerce under number 80769519, and in these Terms hereafter referred to as "Climax".

These Terms can also be viewed and downloaded from the website at <https://www.climax.eco/legal> or may be sent to you ("Customer") upon request.

1. DEFINITIONS

- 1.1 In these Terms, words written with capitals and not defined elsewhere will have the following meaning:
- 1.1.1 Affiliate(s): means an entity that (directly or indirectly) controls, is controlled by, or is under common control with the relevant entity, such as but not limited to executive officers, directors, large stockholders, subsidiaries, parent entities and/or sister companies;
 - 1.1.2 Aggregate Data: means aggregated statistics and/or any data created or derived by Climax from the Confidential Information that is not personally attributable to or identified with Customer;
 - 1.1.3 Anonymous Data: means the intact Confidential Information with the identity of the Customer and its source completely removed therefrom and which data in no way relates to an identified or identifiable data subject;
 - 1.1.4 Business Day: means any weekday (Monday to Friday), other than a bank holiday or public holiday in the Netherlands;
 - 1.1.5 Business Hours: means the hours of 09:00 to 17:00 CET on a Business Day;
 - 1.1.6 Confidential Information: means any and all information, materials or data (in writing, orally or electronically) relating directly or indirectly to the Service, Climax, Customer and/or their respective Affiliates, including without limitation to reports, analyses, financials, forecasts, methods, methodologies, designs, drawings, Intellectual Property, algorithms, software, codes (including source codes), computer programs, offers, presentations, technical or business information, financial statements, invoices, business plans, marketing and sales plans, actual and new business ideas, Customer information, processes, formulas or specifications, and/or any other information that is marked "confidential", "secret" or similar designation which indicates the confidential nature thereof;
 - 1.1.7 Customer: means the legal person, that is interested in the Service and/or has accepted these Terms in order to access and make use of the Service;
 - 1.1.8 Customer Data: means all data, documents and materials uploaded or transmitted to the Service by the Customer or generated as a result of the use of the Service by the Customer, excluding Aggregate Data and Anonymous Data;
 - 1.1.9 Errors: means a substantial failure of the Service to meet the functional or technical specifications of the Service as explicitly stated by Climax in writing;
 - 1.1.10 Force Majeure: means an event, or a series of related events, that is outside the reasonable control of Climax, including but not limited to: a) failures of the Internet or any public telecommunications or data network, failures of cloud providers, electricity failures; b) hacker attacks, denial of service attacks, virus or other malicious software attacks or infections; c) war, disasters, explosions, fires, floods, riots and terrorist attacks; d) governmental measures or boycotts; e) strike actions and f) pandemics; g) force majeure on the part of suppliers of Climax; h) failures to properly fulfil obligations on the part of suppliers that were prescribed by Customer; i) failures or defects in items, equipment, software or materials of third parties that were prescribed by Customer;

- 1.1.11 GDPR: means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.1.12 Intellectual Property: means any and all intellectual property rights, whether registered or unregistered, such as but not limited to patent rights, copyrights (including rights in source code and object code), database rights, rights in designs, utility models, trademarks, trade and business names and all associated goodwill, rights in or in connection with know-how and trade secrets;
- 1.1.13 Service: means the software products and solutions known under the name 'Climax' and provided by Climax to the Customer 'as a service' in accordance with these Terms
- 1.1.14 Support: means support in relation to the use of, and the identification and resolution of Errors in the Service, but not including the provision of development and/or consultancy services in connection with the creation of (additional) modules or functionality in the Service;
- 1.1.15 Terms of Use: the terms that are agreed upon with the natural persons who use the Service, and that form an integral part of these Term

1.2 Unless the context shows otherwise, the defined concepts in the singular include also the plural and vice versa

2. GENERAL

- 2.1 These Terms apply to all offers and quotes of, or agreements with Climax, as well as to the provision, use and availability of the Service to Customer. By submitting an access request for the Service, through the website or via email, or accepting an offer for access to the Service, the Customer agrees with and accepts the applicability of these Terms. These Terms, including the [DPA](#) and the [Terms of Use](#), will constitute the entire agreement between Climax and the Customer with regard to the use of and access to the Service and shall replace all previous oral or written agreements between the Customer and Climax (to the extent applicable).
- 2.2 The applicability of any purchase terms or any other general terms of the Customer are explicitly rejected. Additions to or deviations from these Terms shall only apply if and where agreed in writing between Climax and the Customer.
- 2.3 If any provision of these Terms is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of these Terms will not be impaired thereby. In such an event, Climax will replace the invalid provision with a provision that is valid and enforceable thereby taking into account the intention of the original provision.
- 2.4 Climax is entitled to unilaterally amend non-material provisions in these Terms at any time, by informing the Customer of the amendment, after which the Terms shall apply in the amended form. Climax is also entitled to unilaterally amend material provisions in these Terms at any time, by providing prior notice to the Customer thereby granting the Customer a period of fourteen (14) days in which Customer may inform Climax of its objections in writing. In such an event, Climax and Customer will discuss in good faith the consequences of the objections. Any amended Terms shall at all times apply to any and all subsequent offers, quotes or subscriptions, or any subsequent activities in connection with the Service, and/or any other legal relationships subsequently arising. Any renewal (automatically or expressly) of the Service after termination of the relevant Service subscription term will be subject to the amended version of the Terms.
- 2.5 If and insofar Climax makes products or services of third parties available to Customer or grants access to these products or services, the terms of the third parties in question may additionally apply to these products or services in the relationship between Climax and Customer and replace the provisions in these general terms that conflict with those third party terms, provided that Customer has been informed by Climax about the applicability of such (licensing or sales) terms of those third parties and Customer has been given a reasonable opportunity to take note of those terms. For the avoidance of doubt, Customer cannot invoke a failure on the part of Climax to meet the aforementioned obligation if Customer is a party as referred to in Section 235 paragraph 1 or paragraph 3 in Book 6

of the Dutch Civil Code.

- 2.6 These Terms have also been drawn up for the benefit of: (a) all companies which Climax is affiliated with in a group, has or has had a management or cooperation agreement with including their directors and shareholders; (b) all directors, (former) employees and third parties (as well as their heirs) who work/have worked in any way for or were affiliated with or employed by Climax; and (c) all third parties Climax may engage in connection with the provision of the Service. The Terms apply as a third-party clause as referred to in Book 6, Section 253 of the Dutch Civil Code for the benefit of all persons and legal entities referred to in this clause. As a result they are entitled to invoke the respective provisions in these Terms as the occasion arises.

3. SERVICE PROVISION

- 3.1 After Climax has accepted an access request for the Service from Customer, Climax will provide the Customer with access to the Service.
- 3.2 Any (delivery) dates or timelines specified by Climax shall be established to the best of Climax' knowledge on the basis of the information available to it at the time. Any such (delivery) dates or timelines shall in all cases be target dates and shall not bind Climax in any way.
- 3.3 Any access or identification codes provided by or on behalf of Climax to Customer are confidential and must be treated as such by Customer, and they may only be made known to authorised end-users within Customer's own organisation or company. Customer is responsible for managing authorisations and for providing and duly revoking access and identification codes.
- 3.4 Pursuant to gaining access to the Service, the Customer will upload the Customer Data.
- 3.5 Customer shall not allow third parties (including Affiliates) to make use of the Service unless written consent has been provided by Climax.
- 3.6 The Customer will be independently responsible for complying with or having installed the minimum (auxiliary) software or system requirements in order to achieve the interoperability with the Service. Climax does not warrant or represent that the Service will be compatible with any other software or systems, unless explicitly indicated otherwise. Customer may access the Service through the "Supported Web Browsers". The Supported Web Browsers shall mean the latest two (major) releases of Microsoft Edge, Mozilla Firefox, Google Chrome and Apple Safari at the time a new version of the Service is being released.
- 3.7 Customer is solely responsible for the management, including checking the correct settings and use of the Service - also by end-users - and the way in which the results and insights of the Service will be interpreted and used. Customer is also responsible for appropriately instructing end-users and for the use made by end-users, such in accordance with these Terms, and regardless of whether these end-users are in an authority relationship towards Customer.
- 3.8 Climax reserves the right to modify (including but not limited to adding or removing certain features or functionalities), or to discontinue or terminate the Service (or any part thereof), for any reason without notice and at any time. Climax shall not be obliged to maintain, modify or add certain features or functionalities to the Service specifically for Customer. Climax cannot be held liable for damages or loss of the Customer or any third party as a consequence of any such modification, discontinuance or termination as meant for in this clause.
- 3.9 Climax is never obliged to provide a physical carrier to Customer that contains the Service provided to and held by the Customer in the context of the Service.
- 3.10 Climax may, at its own discretion, provide the option for the Customer to share aggregated CO2 emissions data with a third party, such as an ESG-platform provider. Climax will only share those data after the Customer has provided its consent to Climax. and Climax has the right to suspend or terminate the transfer at any time. The Customer may revoke its consent for the transfer, whereafter Climax will stop the transfer as soon as reasonably possible. Climax is allowed to inform the third party of any (intended) transfer and/or termination of the transfer as far as deemed necessary by Climax. Climax is not responsible nor liable for any damages arising out of or in

connection with the transfer to, termination and the use of such data by that third party. Customer is fully responsible to enter into the necessary agreements with such a third party before it provides consent for the transfer to Climax.

4. PRICES AND PAYMENT

- 4.1 Unless agreed otherwise in writing, the Customer will pay the prices applicable to the Service subscribed for and any other applicable charges invoiced by Climax ("Prices").
- 4.2 All Prices are exclusive of value added tax (VAT) and other levies imposed or to be imposed by the government, unless explicitly indicated otherwise by Climax. All Prices are in euros and must be paid in euros, unless explicitly indicated otherwise by Climax.
- 4.3 Prices are paid on an annual basis, in advance. When the use of the Service commences, Climax will provide Customer with an invoice for the Service including the annual price for the following year, and consecutively per renewal, in advance for the next year.
- 4.4 The Customer shall never be entitled to suspend any payment or to set off amounts due.
- 4.5 Invoices of Climax are due and payable within thirty (30) days after the invoice date.
- 4.6 With regard to the Fees due by the Customer, the relevant documents and data from Climax' administration or systems provide full evidence, without prejudice to the Customer's right to provide evidence to the contrary.
- 4.7 Climax is entitled to adjust the applicable Fees and rates on an annual basis, including but expressly not limited to yearly indexation on the basis of the CBS service price index figure, by providing Customer prior notice of at least fourteen (14) days.
- 4.8 Climax is furthermore entitled to sell, transfer or pledge its claims to payment of Prices to a third party.
- 4.9 If the Customer fails to (timely) pay the Fees due, the Customer will incur statutory commercial interest on the outstanding amount, without any demand or notice of default being required. If the Customer continues to fail to pay the amount due after receipt of the demand or notice of default, Climax may assign the claim, in which case the Customer, in addition to the total amount due at that time, will also be obliged to pay all judicial and extrajudicial costs, including all (legal) costs of third parties. The foregoing shall be without prejudice to Climax other legal and contractual rights.
- 4.10 If the Customer fails to (timely) pay the Fees due, Climax also has the right to suspend or limit the Customer's access to the Service until the outstanding Fees have been fully made or proper security has been provided
- 4.11 If the Customer consists of more than one natural- or legal persons, or if the Service provided by Climax are for the benefit of several authorized natural- and/or legal persons, each of these persons/entities shall be jointly and severally liable towards Climax in respect of payment of the Fees due.

5. USE OF THE SERVICE

- 5.1 Customer shall not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service.
- 5.2 Customer is fully responsible for all activities that occur under its account and/or any actions occurring with the use of Customer's access to the Service.
- 5.3 Customer furthermore warrants and guarantees:
 - 5.3.1 not to use the Service (or part thereof) for any illegal, fraudulent or unauthorized purpose;
 - 5.3.2 to comply with applicable laws and regulations (such as but not limited to data protection law) within its jurisdiction;
 - 5.3.3 not to sublicense, lease, (re)sell, rent, transfer, distribute, copy, modify, decompile or reverse engineer the Service (or part thereof);
 - 5.3.4 not to conduct or request that any other person or party conduct any load testing or penetration testing on

the Service;

- 5.3.5 not to infringe upon or violate Climax' Intellectual Property or the Intellectual Property of third parties;
 - 5.3.6 not to upload or transmit viruses or any other type of malicious or destructive code;
 - 5.3.7 not to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - 5.3.8 not to upload or transmit Customer Data that is discriminatory, illegal, in breach of applicable law or regulations, or violates third party rights, such as but not limited to third party Intellectual Property or privacy rights;
 - 5.3.9 not to conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Service;
 - 5.3.10 not to interfere with or circumvent the security features of the Service (or part there
- 5.4 Customer acknowledges and accepts that Climax retains the right by comparing the data use of Customers, to ascertain, in Climax' sole judgement, if the usage of data is outside the norm of "fair use" and/or the use of the Service is in violation of these Terms, and in particular the warranties and prohibited uses as stipulated under clause 5.3. Climax also has the right to take (temporary) measures to prevent or limit the effects of unfair use, and/or to (temporarily) terminate the Customer's access to and use of the Service in the event of a material violation of these Terms.
- 5.5 Customer may not sell, transfer or pledge its rights and obligations in connection with the Service to a third party.
- 5.6 Climax has no control over, and shall not be responsible or liable for: (a) the uploading, transmission and/or sharing of the Customer Data; (b) verification and validation of the Customer Data; (c) verification and validation of the (data) outcomes, insights, results and visualisations resulting from the use of the Service. Customer agrees to indemnify and hold Climax harmless from and against any claim, demand, damages or costs, including reasonable attorneys' fees, arising out of (damage)claims or liabilities arising from the actions under (a), (b) or (c) of this clause.

6. WARRANTIES

- 6.1.1 Although Climax undertakes to provide and maintain the Service to the best of its ability, the accuracy and completeness of the functionalities and data within the Service cannot be guaranteed. The Service is provided 'AS IS' and 'AS AVAILABLE', with all visible and invisible Errors and defects.
- 6.1.2 Climax does not guarantee that the Service shall at all times function without error or interruption, nor that it will be wholly free from defects, Errors and bugs. Climax only guarantees the quality, functionality and availability of the Service if and insofar as Climax has expressly promised a result explicitly in writing and the result concerned has also been defined with sufficient determinability.
- 6.1.3 Where appropriate for the proper performance of Support or additional services, Climax reserves the right to engage Affiliates or third parties to carry out (part of) the Support or other services, such at the discretion of Climax. In this respect, the applicability of articles 7:404, 7:407 paragraph 2, and 7:409 Dutch Civil Code is expressly excluded.
- 6.1.4 Climax will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except during planned or unplanned downtime. Climax will use commercially reasonable efforts to inform the Customer of the downtime in advance, if and when possible. For the avoidance of doubt, downtime caused directly or indirectly by (i) Force Majeure, (ii) failure of the Customer's computer systems or networks, (iii) any breach by the Customer of these Terms, (iv) any scheduled maintenance in accordance with these Terms or service level agreement (if applicable) or (v) maintenance, downtime or issues at the public cloud provider where the Service runs, shall not be considered a breach of this Agreement.
- 6.1.5 Climax may at any time (temporarily) suspend or limit the use or availability of the Service or part thereof,

insofar this is necessary to execute maintenance or implement updates, upgrades or new releases of the Service or functionalities. Climax undertakes commercially reasonable efforts to inform the Customer of such suspensions in advance, if and when possible. A (temporary) suspension or limitation of the Service or part thereof shall not create any claim or right to compensation or refund(s) of the Fee(s) for the Customer against Climax.

- 6.1.6 Climax will handle properly substantiated requests for Support within a reasonable period of time depending on severity and impact. Climax cannot guarantee the accuracy, completeness or timeliness of responses in connection with the Support provided. Unless agreed otherwise in writing, Support will only be provided on Business Days during Business Hours.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property in and related to the Service as well as all other materials, developed or made available to the Customer by Climax, shall exclusively vest in Climax or its licensors. The Customer only acquires those rights of use that are explicitly granted in and in accordance with these Terms.
- 7.2 All rights of use granted to the Customer under the subscription for the Service shall be non-exclusive, non-transferable, non-sublicensable and solely granted for internal business use, such until terminated by the Customer or Climax in accordance with these Terms.
- 7.3 All rights of use granted to Customer shall be subject to the condition that Customer has fully paid all applicable Fees in respect of the Service. If a periodic payment obligation applies use, Customer shall be entitled to the right of use for as long as it continues to meet this periodic payment obligation.
- 7.4 Customer is prohibited from removing or amending any indications or credits of Intellectual Property or confidentiality from the Service, websites, data files, documentation or materials as disclosed by Climax.
- 7.5 Customer acknowledges and accepts that Climax is permitted to use the Customer's, name, logo and/or use-case for (online) marketing purposes, provided however that any such use must be pre-approved by Customer, not to be unreasonably withheld.

- 7.6 Customer shall retain the exclusive ownership, including Intellectual Property, in and to the Customer Data and/or other materials it uploads in the Service.
- 7.7 Customer acknowledges and accepts that Climax may use the Customer Data and materials uploaded to the Service in an anonymized and aggregated form for the purpose of analysis. Accordingly, Customer grants Climax a worldwide, perpetual, royalty free, non-exclusive, non-revocable right and license to: (a) use, reformat, display, transfer, and create derivative works of the Customer Data for the purpose of adding the Customer Data to Climax' database as Anonymous Data and as Aggregate Data; (b) to use, display, modify and create derivative works of the Customer Data as Anonymous Data for Climax' benchmarking and analytics purposes and within its database; and (c) to copy, display, modify and publicly distribute the Aggregate Data.

8. CONFIDENTIAL INFORMATION AND SECURITY

- 8.1 Notwithstanding any applicable non-disclosure agreement, any Confidential Information received shall be held in confidence and not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to perform any of the obligations under these Terms, or as explicitly permitted under these Terms.
- 8.2 Any Confidential Information received in connection with the Service provision or use, may only be used for the purpose for which it has been provided.
- 8.3 The confidentiality terms in this clause shall not apply to the disclosure of information, that:
- 8.3.1 is or has become publicly available without breach of the confidentiality provisions;
 - 8.3.2 has been or later is rightfully developed without use, directly or indirectly of the Confidential Information, or obtained from independent sources free from any duty of confidentiality;
 - 8.3.3 is required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 8.4 The burden of proof for raising one of the exclusions in clause 8.3, vests with the Customer invoking this exclusion.
- 8.5 Climax is at any time permitted to install technical and organisational (security) measures to protect Confidential Information, data files, websites, software or other works made available to Customer, whether directly or indirectly, also in connection with a restriction agreed on in the content or the duration of the right to use these objects. Customer may not remove or circumvent any of such technical (security) measures or have these removed or circumvented.
- 8.6 In the event security features or the testing of security features pertain to software, hardware or infrastructure that has not been delivered by Climax to Customer, Customer guarantees that all licences or approvals have been obtained so that the performance of such activities is actually allowed. Climax is not liable for any damage caused by or in relation to the performance of these activities. Customer indemnifies Climax against any claims, for whatever reason, arising from these activities being performed.
- 8.7 Climax is entitled to adapt the security measures from time to time if this should be required as a result of a change in circumstances. Customer adequately secures its systems and infrastructure and keeps these adequately secured.
- 8.8 Climax may all times give Customer reasonable instructions about security features intended to prevent or to minimise incidents, or the consequences of incidents, that may affect security. If Customer should fail or follow the instructions issued by Climax or by a relevant public authority, or should fail to follow these in time, Climax is not liable and Customer indemnifies Climax against any damage that may arise as a result.

9. TERM AND TERMINATION

- 9.1 A subscription for the Service shall be entered into for one (3) year, starting from acceptance by Customer of the Service and/or these Terms.
- 9.2 The Service can be terminated for convenience (in whole or in part) by both Customer or Climax in writing with due observance of a notice period of at least three (3) full calendar months prior to the end of the relevant term. If the Service is not – or not timely - terminated for convenience by either Customer or Climax, the Service will be tacitly renewed for subsequent periods of one (1) year.
- 9.3 Climax also has the right to terminate the Service (in whole or in part) for Customer with immediate effect and without incurring any liability towards Customer, by providing notice to Customer, in the event:
- 9.3.1 Customer has been declared bankrupt, or files for bankruptcy;
 - 9.3.2 Customer is granted a (provisional) suspension of payment or requests a suspension of payment;
 - 9.3.3 Customer is or becomes unable to pay its Fees or other debts as they fall due;
 - 9.3.4 Customer ceases all (or substantially all of) its business operations;
 - 9.3.5 Customer is granted a (provisional) suspension of payment or requests a suspension of payment;
 - 9.3.6 Customer is or becomes unable to pay its Fees or other debts as they fall due;
 - 9.3.7 Customer ceases all (or substantially all of) its business operations;
 - 9.3.8 Customer violates one or more material provisions in these Terms, in particular regarding 'fair and authorized use', confidentiality and/or Intellectual Property.
- 9.4 Customer has the right to terminate the Service with immediate effect and without incurring any liability towards Climax, by providing notice to Climax, in the event Climax is in default regarding an attributable failure of a material obligations under these Terms and – where remediation is still possible – Climax has not remedied the failure after being granted with a reasonable term to do so.
- 9.5 Upon the termination of the Service, regardless of the reason thereof, the right of the Customer to use the Service immediately ceases and the access credentials may be revoked. Unless otherwise provided for in these Terms, Customer will not be entitled to any refunds of Fees, pro rata or otherwise, and any outstanding Fees on the effective date of such termination will become immediately due and payable in full. In addition, Customer shall delete – within fourteen (14) days - any and all copies of Climax' Confidential Information from Customer's systems (except for any Confidential Information that was backed up automatically in the ordinary course of business or if retention is required by applicable law or regulations; and, if so requested by Customer, Climax shall delete – within fourteen (14) days - all of Customer's Confidential Information from Climax' systems (except for any Confidential Information that was backed up automatically in the ordinary course of business or if retention is required by applicable law or regulations. Any Confidential Information that is automatically backed up remains subject to the confidentiality obligations set forth in this Agreement.

10. LIMITATION OF LIABILITIES

- 10.1 The total aggregate liability of Climax due to an attributable failure or due to any other legal reason whatsoever, expressly including any failure to fulfil a warranty obligation, shall be limited to the compensation of direct losses or damages only and not exceeding the sum of the total Fees (excl. VAT) received by Climax from the Customer in the year prior to occurrence of the damage. Climax' liability will furthermore under all circumstances be limited to the amount actually paid out by the liability insurance as a result of the claim in question.
- 10.2 Climax' liability for indirect loss or damage, including but not limited to consequential loss or damage, loss of profit, loss of revenues, missed savings, reduced goodwill, loss or damage due to business stagnation or interruption, loss or damage as a result of claims by the Customer's customers or employees, loss or damage in connection with the use of the Service and materials or software of third parties, is expressly excluded. Also Climax' liability for the damage, destruction or loss of data, or for the (temporary) unavailability of the Service due

to maintenance by Climax, is excluded.

- 10.3 The exclusions and restrictions referred to in clause 10.1 to 10.2 will not apply if and in so far as the damage or loss are the result of an intentional act or gross recklessness by Climax.
- 10.4 Climax shall never be liable for any damages and costs incurred by the Customer or any third party which are the result of Force Majeure.
- 10.5 Except where performance by Climax is permanently impossible, Climax will only be in default for an attributable failure after it has been given written notice of the default thereby granting Climax with a reasonable term to remedy the default. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that the Climax has the opportunity to respond adequately.
- 10.6 A condition for the filing of any claim to damages is always that the Customer reports the damage to Climax in writing as soon as possible after the damage occurred. Claims for damages against Climax shall in any event lapse by the mere expiry of twelve (12) months after the damage occurred, unless Customer has filed its statement of claim for such damages with the applicable court before the last day of that twelve (12) months period.
- 10.7 Customer shall indemnify and hold harmless Climax from and against any and all claims, damages, losses or costs (including legal /attorney costs) of the Customer or third parties arising from or in any way related to the use of the Service, including but not limited to:
- 10.7.1 a violation of these Terms by an end-user within the Customer's organization;
 - 10.7.2 improper use of the Service by an end-user within the Customer's organization;
 - 10.7.3 a violation of any law, regulations or third party rights by an end-user within the Customer's organization.

11. APPLICABLE LAW AND DISPUTES

- 11.1 These Terms and/or any other agreements or contractual arrangements between Climax and Customer shall be exclusively governed by the laws of The Netherlands.
- 11.2 To the extent legally permitted, any disputes that may arise between Climax and Customer arising from or in connection with these Terms and/or any (further) agreement(s) deriving from it, and cannot be settled amicably, shall be exclusively brought before the competent court of Rotterdam, The Netherlands.