

MoreApp products are proprietary software applications and services. Your use of MoreApp products is subject to the terms and conditions as outlined in this License Agreement. MoreApp services are provided by:

**MoreApps BV**, Stationsplein 45, 3013 AK Rotterdam, The Netherlands;

and contracting via:

- **MoreApp NL**, Stationsplein 45, 3013 AK Rotterdam, The Netherlands;
- **MoreApp Formularios SL**, Avinguda Diagonal, 532, 08006 Barcelona, Spain;
- **MoreApp Formulare GmbH**, Invalidenstrasse 65, 10557 Berlin, Germany;

All companies further mentioned as "**MoreApp**"

## **MORE APP'S LICENSE AGREEMENT**

**Last updated:** September 15, 2023

### ***IMPORTANT – PLEASE READ THIS AGREEMENT!***

This License Agreement ("Agreement") is a **binding legal document** between MoreApp and Licensee, which explains the rights and obligations of Licensee when using MoreApp Services and Software.

By checking the "I Agree to the License Agreement & Privacy Policy" box, or by installing or using any MoreApp Services and Software, **Licensee agrees to be bound by this Agreement**. If you do not agree to this Agreement, then leave the "I Agree to the License Agreement & Privacy Policy" box unchecked and do not install or use MoreApp products.

The "Agreement" also includes any MoreApp policies or documents referenced in this document, including MoreApp's privacy policy at <https://moreapp.com/en/privacy> and the data processing addendum, included in this "Agreement".

From time to time, MoreApp may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, please bookmark this Agreement and read it periodically. By using any Service or Software after any modifications Licensee agrees to all of the modifications.

### **1. Definitions**

**1.1. Administrator:** the natural person (or persons) appointed by Licensee who has obtained accreditation to admit End Users to the Service and to issue Means of Authentication.

**1.2. Agreement:** this license agreement, including all Annexes.

**1.3. Annex:** an annex to this Agreement which constitutes an inseparable part thereof.

**1.4. Business Partner:** Any company that's in the business of (re-)selling software and services that desire to enter into an agreement whereby the Partner will advertise, market, and resell MoreApp's software and services to Customers and its End-users.

**1.5. End User:** the natural person who uses the Service and Software. Amongst other things, End Users can be employees, clients, representatives, contractors, consultants or agents of Licensee.

**1.6. End User License Agreement:** the agreement that every End User has to accept, pertaining to the conditions for use of the Service and Software, which is attached to this Agreement as Annex 1.

**1.7. Feedback:** any feedback, comments, suggestions, or materials that Licensee or End User may provide to MoreApp about or in connection with the Service and Software, including any ideas, concepts, know-how or techniques contained therein.

**1.8. Licensee:** the party that has an Agreement with MoreApp for using the Service.

**1.9. IP Rights:** all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, and patent rights.

**1.10. Means of Authentication:** data and/or means (or the combination of these) used by the Licensee and End User to verify his or her identity on the Service, for example, the combination of user name and password.

**1.11. Plan:** a monthly or yearly subscription-based pricing model according to MoreApp's website.

**1.12. MoreApp Partner:** Business Partner of MoreApp.

**1.13.** Service: making and keeping the Software available via the internet to Licensee and its End Users that have accepted the End User License Agreement, or to Partners that have accepted the Partner Agreement.

**1.14.** Software: any software product developed by MoreApp that Licensee orders from MoreApp (or a MoreApp Partner), including Updates and/or Upgrades and user documentation.

**1.15.** Submission: a filled-in form, all data including, submitted by a Licensee on a Plan.

**1.16.** Update: an improved version of the Software / and or Service (for example version 0.1 to 0.2) or in which a possible error has been resolved.

**1.17.** Upgrade: a new version of the Software /and or Service, which contains a change in functionality or new functions (for example version 1.0 to 2.0).

## **2. Description of the Service**

**2.1.** Subject to full compliance by Licensee of the terms and conditions under this Agreement, MoreApp will take all reasonable commercial efforts to render the Service to Licensee. This means MoreApp will provide hosting services and that MoreApp will make the Software as a Service available to Licensee via the internet. The Software and the Services are provided "as is" to Licensee and its End Users.

**2.2.** The Software and all Licensee's data, including data of End Users and customers, will be stored and processed on a server run and maintained by MoreApp or one or more third parties appointed by MoreApp.

**2.3.** MoreApp may temporarily suspend the Services in full or in part for the purpose of carrying out maintenance work. The Service will not be suspended longer than necessary.

**2.4.** MoreApp will provide to Licensee a user manual regarding the functionalities and use of the Software. The user manual can be updated from time to time. The user manual, including new versions thereof, will be provided to Licensee on the website of MoreApp.

**2.5.** The Service shall only include the organization or provision of backup, fallback, and recovery services if parties have explicitly agreed on these services.

## **3. Grant of license and contents thereof**

**3.1.** After a representative of Licensee has registered Licensee on the website of MoreApp, MoreApp grants to Licensee a worldwide, non-exclusive, non-transferable, right to use the Service and the Software including the right to sublicense the Service and Software to End Users of Licensee, subject to the terms and conditions of this Agreement. Software licenses are perpetual unless terminated as described in this Agreement. Only Licensee and End Users may use the Software. MoreApp may assume that a representative of Licensee who registers a Licensee, is authorised by the Licensee to contractually and legally bind the Licensee.

**3.2.** Non-exclusivity means that MoreApp is entitled to grant the same or similar rights to other Licensees. Furthermore, MoreApp remains entitled to use, distribute and promote the Software.

**3.3.** When first using the Software, the Administrator will set up the Means of Authentication to use the Service and Software. The Administrator may solely provide End Users who accepted the End User License Agreement with the Means of Authentication.

**3.4.** The Service and Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses. To the extent required by the license that accompanies the open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such open source software, including any provisions governing access to source code, modification or reverse engineering.

## **4. Conditions regarding the use of the Software**

**4.1.** Licensee is solely responsible for the use of the Service and the Software by itself and by its End Users and for the information and/or data stored and/or processed by itself and its End Users.

**4.2.** Licensee is solely responsible that itself and its End Users do not process any illegal data while using the Service or act unlawfully against any third party in any other way by using the Service.

**4.3.** Licensee will provide accurate, current, and complete information when registering with MoreApp and ordering the Service and agrees to update its information if it changes. This is important, because MoreApp may send notices, statements, and other information to Licensee by email or through Licensee's account. Licensee will keep all Means of Authentication confidential and will not share them with third parties. Licensee is responsible for all actions taken through its accounts.

**4.4.** MoreApp does not accept any liability that is related to the information and/or data that is stored and/or changed by using the Service being incorrect, incomplete or unlawful and/or that is related to changes to, additions to and/or any other use of the information made available by the

Service. Licensee shall indemnify MoreApp against any and all claims from third parties regarding the aforementioned situations. Licensee will reimburse every and all reasonable costs and damages that MoreApp should suffer as a result of such claims.

**4.5.** In case it should come to MoreApp's knowledge that any information that Licensee and/or its sub-licensees have stored and/or exchanged using the Service is illegal, MoreApp reserves the right to immediately remove such information or to disable any access thereto. MoreApp cannot be held liable for any damages that may result from such actions.

**4.6.** Licensee is not entitled to make any changes to the Software or parts thereof, without prior written approval of MoreApp. Licensee is not entitled to reverse engineer or decompile the Software or parts thereof, except for those circumstances that are allowed under mandatory copyright law and under the condition that Licensee has obtained prior written approval of MoreApp to do so. MoreApp is entitled to attach conditions to such approval.

**4.7.** MoreApp is entitled to verify whether or not Licensee performs its obligations in accordance with this Agreement. In such an event Licensee will provide all relevant documentation and/or information to MoreApp, including those regarding its sub-licensees.

**4.8.** All use of the Service and Software must be in accordance with the relevant MoreApp documentation and policies, including the End User License Agreement. Licensee will fully impose all obligations of the End User License Agreement on each End User. Licensee is not entitled to make any changes to the End User License Agreement without the permission of MoreApp.

**4.9.** Licensee is responsible for its own internet connection and must use systems and equipment compatible with the Service and Software, as MoreApp can specify in its published policies. Any web browsers and other software of Licensee must support the Secure Socket Layer (SSL) protocol or other protocols accepted or advised by MoreApp. MoreApp is not responsible for any Licensee's data that is lost, altered, intercepted, or stored across networks not owned or operated by MoreApp.

## **5. Maintenance and Support**

**5.1.** MoreApp will provide maintenance, perform Updates and perform Upgrades as it deems fit. In general, MoreApp shall maintain the latest version of the Software to the best of its ability and do its utmost to correct possible errors by providing and installing Updates from time to time and at its sole discretion. MoreApp is entitled but not obligated to develop Upgrades of the Software.

**5.2.** The terms of this Agreement apply to any Update and Upgrade, unless MoreApp provides different terms.

**5.3.** The support services provided by MoreApp will be provided during normal Eurozone office hours of MoreApp by telephone or as web-based support. Although best efforts are made to resolve each issue or to provide an answer to a question, MoreApp will provide the support services "as is" and without any warranties.

**5.4.** Licensee or End User can provide Feedback to MoreApp in connection with maintenance and otherwise. Licensee or End User hereby grants MoreApp a worldwide, royalty-free, exclusive, perpetual, and irrevocable license to use, copy, modify, and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Service or Software. End User agrees that MoreApp may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise.

**5.5.** If Licensee requests special maintenance or support features, a separate maintenance and support agreement can be concluded at the sole discretion of MoreApp.

## **6. Changes and additions to the Software**

**6.1.** If Licensee wishes any improvements (e.g. changes in the "look & feel" or changes in the availability of certain options) or additions (e.g. specific functionality) to be made to the Software, MoreApp is happy to receive this information to investigate future general product development.

**6.2.** The changes to be made will be put in writing and undersigned by both parties (in a subsequent agreement) and annexed to this Agreement.

**6.3.** In case of changes and/or addition that parties have agreed upon, MoreApp will charge an additional fixed price, that will be laid down in the aforementioned subsequent agreement. Article 7 applies to the payment of this fixed price.

## **7. Prices and Payment**

**7.1.** Buying a Plan gives Licensee the right to use the number of submissions provided by that plan without additional costs. Licensee may and can exceed the number of provided submissions but will be charged afterward for the amount of exceeded submissions, according to the purchased Plan.

**7.2.** Licensee must pay all fees by their due date specified at the time of order. Plans are charged in advance. Submissions exceeding the Plan are charged afterward. MoreApp will at its discretion charge Licensee using the credit card on file, direct debit, or if no valid payment method is added: send Licensee an invoice. Late payments may be subject to interest charges of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all collection expenses. In event of any termination, Licensee will pay the unpaid balance due calculated in accordance with this Agreement. MoreApp may charge such unpaid fees and charges to Licensee's credit card or otherwise bill Licensee for such unpaid fees and charges.

**7.3.** Payments made by Licensee under this Agreement exclude any taxes or duties payable in respect of the Services in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by MoreApp, Licensee must pay to MoreApp the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, Licensee may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, Licensee will have the right to provide to MoreApp with any such exemption information and MoreApp will use reasonable efforts to provide such invoicing documents as may enable Licensee to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

**7.4.** Amounts due under this Agreement cannot be withheld or offset by Licensee against amounts owed by MoreApp to Licensee for any reason. All fees payable to MoreApp hereunder are non-refundable unless otherwise agreed to in writing (which can also mean by email).

**7.5.** Any adjustment in prices will be effective thirty (30) days after the notice of such adjustment is sent by MoreApp to Licensee.

**7.6.** In the event of late payment MoreApp will be entitled to suspend its services such as providing support or temporarily discontinuing the Service or making the Software available to Licensee or its customers for the period of time the payment is delayed.

## **8. IP Rights**

**8.1.** All IP Rights with respect to the Service and the Software and all documentation provided by MoreApp to Licensee are solely held by MoreApp or its licensors. Licensee will respect all such IP Rights. Licensee shall only acquire the rights of use granted in this Agreement and subject to the terms and conditions as stated herein.

**8.2.** MoreApp shall be allowed to take (additional) technical measures to protect the Software. Licensee is not allowed to remove or evade such technical measures.

**8.3.** MoreApp shall indemnify Licensee against any third-party claim stating that the Software infringes intellectual property rights of third parties on the condition that Licensee immediately informs MoreApp in writing (which can also mean by email) about the existence and contents of such claim and will let MoreApp handle the matter completely, including but not limited to negotiating and agreeing to any settlements. In this respect Licensee shall provide - at first request by MoreApp – all necessary powers of attorney, information and cooperation to defend - if necessary, in the Licensee's name - against such third-party claims.

**8.4.** If it has been established in court as an incontrovertible fact that the Software and/or documentation of MoreApp infringes any intellectual property right held by a third party, MoreApp shall – at its sole discretion – (a) change the Software to the extent that it does not infringe such third-party rights, (b) provide different software with similar functionality that does not infringe such third-party rights, (c) at its expense acquire a license from such third party in order for the Licensee and/or its End Users to continue using the Software, (d) or provide any other reasonable solution to Licensee and/or its End Users. Any further liability of MoreApp with respect to infringement of third-party rights is excluded.

## **9. Term, termination, and consequences of termination**

**9.1.** This Agreement will continue so long as Licensee is registered with MoreApp or until termination.

**9.2.** MoreApp may suspend or terminate this Agreement and Licensee's account immediately, with respect to the Service and the Software, if Licensee or End User fails to comply with the terms and conditions of this Agreement or the End User License Agreement, including any failure to pay fees when due.

**9.3.** MoreApp may terminate this Agreement and Licensee's account by giving notice to Licensee one (1) month before it intends to suspend or terminate this Agreement and Licensee's account in the occasion the Software is misused by the Licensee or its End User (i.e. being in breach with the End user agreement).

**9.4.** MoreApp is allowed to terminate this Agreement in writing (which can also mean by e-mail) with immediate effect in the event: (a) Licensee becomes bankrupt or insolvent and/or if the business of Licensee is placed in the hands of a receiver, assignee or trustee, whether by voluntary act of Licensee or otherwise; or (b) Licensee enters into liquidation or shall enter into an arrangement or composition with its creditors; or (c) Licensee fails to perform its obligations under this Agreement.

**9.5.** Licensee may change to another Plan or terminate this Agreement at any time by giving notice to MoreApp.

**9.6.** Upon termination - on whatever grounds and for whatever cause - all rights granted to Licensee under this Agreement will expire automatically and immediately at the end of the subscription period. All fees paid by the Licensee remain due and payable. All outstanding invoices will be immediately due and payable. Licensee must at its own cost: cease using (and require all End Users, and anyone else to cease using) all the Software.

**9.7.** Unless the Agreement or Licensee's account is terminated on the grounds of Article 9.3, Licensee will not be entitled to refunds for any unused portion of this Agreement, including but not limited to unused maintenance and support. If the Agreement or Licensee's account is terminated on the grounds of Article 9.3, MoreApp will refund Licensee for the remaining part of an already charged Plan. The refund will be paid in the same manner as the Plan were paid for.

**9.8.** Within the context of possible termination of the Agreement MoreApp will assess whether it is possible and desirable that MoreApp or a third party will conclude (new) agreements with End Users directly on the basis of which those End Users can continue the use of the Service. If the aforementioned situation arises Licensee states that it will agree with the concluding of new agreements and will fully cooperate if necessary thereto.

**9.9.** Licensee may request its data within a period of three months after termination of the Agreement as described in Article 10.1 of the Data Processing Addendum (DPA). If Licensee fails to do so, all rights to reclaim the content in Licensee account, such as but not limited to forms, folders, users, submissions, or data sources, will expire and will grant the right by MoreApp to remove Licensee's content.

## **10. Processing of (personal) data**

**10.1.** The performance of the Agreement will amount to the processing of personal data in respect of which Licensee and/or its customers are the controller as defined by General Data Protection Regulation (GDPR). MoreApp is in that regard deemed to be a processor or sub-processor in the meaning of the GDPR.

**10.2.** All processing of personal data by MoreApp will be in accordance with the Data Processing Addendum, and therefore in accordance with the GDPR, which is attached as Annex 2 to this Agreement.

## **11. Confidentiality**

**11.1.** Except as otherwise set forth in Section 5.4 above, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

**11.2.** Any MoreApp technology and performance information relating to the Products shall be deemed Confidential Information of MoreApp without any marking or further designation.

**11.3.** Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

**11.4.** The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

**11.5.** For clarity, no Feedback will be deemed confidential information and nothing in this Agreement limits MoreApp's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

**11.6.** Parties undertake to require the members of their staff and their subcontractors to observe these confidentiality provisions as well as to require the staff (including temporarily deployed third parties) that is charged with the performance of this Agreement to observe all reasonable (precautionary) measures.

**11.7.** MoreApp may identify Licensee (by name and or logo) as a customer in promotional material. Licensee may request that MoreApp cease identifying Licensee at any time by submitting an email to [info@moreapp.com](mailto:info@moreapp.com). Requests may take 30 days to process.

## **12. Limitation of liability**

**12.1.** The total liability of MoreApp for failing to perform its obligations under this Agreement shall be limited to compensating direct damages, up to at most the license fees or Credits paid by Licensee during one year (exclusive of VAT). Direct damage shall exclusively mean:

- a.** reasonable expenses which the Licensee would have to incur to make MoreApp's Services perform to the Agreement. These alternative damages shall not be compensated if the Agreement is rescinded by Licensee;
- b.** reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
- c.** reasonable expenses incurred to prevent or mitigate damage, insofar as the Licensee demonstrates that these expenses resulted in mitigation of direct damages within the meaning of this Agreement.

**12.2.** MoreApp's liability for consequential damage is excluded. Consequential damages mean consequential loss, lost profits, lost savings, loss of goodwill, damages as a result of business interruptions, mutilation or loss of data and all other forms of damages or injury not defined as direct damages.

**12.3.** MoreApp shall only be liable as a result of an attributable failure to perform the Agreement if the Licensee gives MoreApp an immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and MoreApp still attributably fails to meet its obligations after this period. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that MoreApp has the opportunity to respond adequately.

**12.4.** Licensee will indemnify, defend and hold harmless MoreApp from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by Licensee (including End Users) of this Agreement, (b) any Licensee data, (c) any modifications of or combinations with a Product, or any service or product offered by Licensee in connection with or related to the Service or Software, (e) any representations or warranties made by Licensee (including End User) regarding the Service or Software to third parties. This indemnification obligation is subject to Licensee receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Licensee to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim, provided that MoreApp may participate in the claim at its own expense and Licensee may not settle any claim without MoreApp's prior written consent; and (iii) all reasonable necessary cooperation of MoreApp at Licensee's expense.

**12.5.** Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

### **13. Warranty**

**13.1.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if Licensee is an entity, this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

**13.2.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, MOREAPP AND ITS THIRD PARTY SUPPLIERS/LICENSORS PROVIDE THE PRODUCTS (INCLUDING THE HOSTED SERVICES, SOFTWARE AND ANY MAINTENANCE) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, MOREAPP AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATION, WARRANTY OR GUARANTY (1) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, (2) THAT (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY END USER THROUGH THE PRODUCTS WILL MEET END USER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOREAPP AND ITS THIRD PARTY SUPPLIERS/LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO, AND ASSUME NO LIABILITY FOR, ANY PRODUCTS PROVIDED ON AN EVALUATION BASIS. IN ADDITION, MOREAPP AND ITS THIRD PARTY LICENSOR/SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF MOREAPP.

### **14. Applicable law, disputes, and other provisions**

**14.1.** This Agreement is governed exclusively by the laws of the Netherlands. The Vienna Sales Convention of 1980 does not apply. Any dispute between the parties arising from this Agreement or in connection thereto or that might result there from shall, subject to Section 14.2, irrevocably and unconditionally be submitted to the exclusive jurisdiction of the courts of Rotterdam.

**14.2.** Except in circumstances where a party seeks urgent injunctive relief, before commencing any court proceedings, if any disputes arise under this Agreement the parties will negotiate in good faith to resolve the dispute and if the dispute has not been resolved within sixty (60) calendar days by the relevant parties using their best efforts to resolve the dispute, the dispute will be referred to arbitration and determined under the Rules of Arbitration of Nederlands Arbitrage Instituut, Secretariaat NAI, Aert van Nesstraat 25 J/K, 3012 CA Rotterdam, Postbus 21075, 3001 AB Rotterdam, as mutually agreed by the parties.

**14.3.** Licensee shall not assign or purport to assign or transfer any of its rights or obligations under this Agreement to any third party, without prior written consent of MoreApp. MoreApp is entitled to assign or purport to assign or transfer its rights and obligations under this License Agreement to any third party. Licensee agrees (now for then) to such assignment or transfer by MoreApp and will provide all necessary cooperation to MoreApp with respect thereto.

### **15. DMCA Notices**

**15.1.** If Licensee believes that any content on MoreApp's Services or website violates its copyright, it should notify MoreApp's copyright agent in writing. The contact information for MoreApp's copyright agent is at the bottom of this section. MoreApp cannot take action unless Licensee gives us all the required information.

**15.2.** In order for MoreApp to take action, Licensee must do the following in its notice:

- i. provide Licensee's physical or electronic signature
- ii. identify the copyrighted work that Licensee believes is being infringed;
- iii. identify the item that Licensee thinks is infringing and include sufficient information about where the material is located (including which website) so that MoreApp can find it;
- iv. provide MoreApp with a way to contact Licensee (such as address, telephone number, or email);
- v. provide a statement that Licensee believes in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by MoreApp; and

vi. provide a statement that the information Licensee provides in its notice is accurate, and that (under penalty of perjury), Licensee is authorized to act on behalf of the copyright owner whose work is being infringed.

**15.3.** The contact information for MoreApp's copyright agent is as follows: Copyright Enforcement MORE Apps BV, Stationsplein 45, 3013 AK Rotterdam, The Netherlands, E-Mail: [info@moreapp.com](mailto:info@moreapp.com)

## **16. Government End Users**

**16.1.** The Services and Software are commercial computer software. If the End User or Licensee of the Services and Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

## **17. General**

**17.1.** This Agreement is the entire agreement between Licensee and MoreApp relating to the Service and Software and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service and Software or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended unless there is the written agreement of MoreApp (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Agreement breaches any provision of this Agreement relating to Confidential Information or IP Rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Agreement. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.

**17.2.** If a Product is used by Licensee in the United States, Licensee acknowledges that the Product is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the use of the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

**17.3.** Licensee is solely responsible for determining the existence and application of any local law to any proposed use of the Service or Software. Licensee agrees not to use any Product (or any direct product thereof) in violation of any applicable local laws.

## **Annex 1 – More App End User License Agreement**

MoreApp products are proprietary software applications and services. MoreApp services are provided by: **MoreApps BV**, Stationsplein 45, 3013 AK Rotterdam, The Netherlands. MoreApp or Licensee grants the End User the right to use Service and Software on the following conditions.

### **1. Definitions**

- 1.1. Authorised User:** the natural person (or persons) appointed by Licensee who has obtained accreditation to admit End Users to the Service and to issue Means of Authentication.
- 1.2. Licensee:** the party that has a License Agreement with MoreApp.
- 1.3. End User:** the natural person who uses the Service and Software.
- 1.4. End User License Agreement:** this agreement that every End User has to accept, pertaining to the conditions for use of the Service and Software.
- 1.5. IP Rights:** all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, and patent rights.
- 1.6. License:** the right to use the Service and Software.
- 1.7. License Agreement:** the license agreement concluded between MoreApp and the Licensee for the use of the Service and Software.
- 1.8. Means of Authentication:** data and/or means (or the combination of these) used by the Licensee and End User to verify his or her identity on the Service, such as for example the combination of user name and password.
- 1.9. Service:** making and keeping the Software available via the internet to Licensee and its End Users that have obtained a sublicense from Licensee).
- 1.10. Software:** any product developed by MoreApp that Licensee orders from MoreApp (or a MoreApp Partner), including Updates and/or Upgrades and user documentation.

### **2. Use of the Service and Software**

- 2.1.** The Licensee hereby grants the End User a non-exclusive, non-sublicensable, and non-transferable Licence on condition that he or she fully complies with this End User License Agreement.
- 2.2.** The End User decides which data is stored and/or exchanged using the Service and Software. The End User is therefore responsible for ensuring that such data is lawful and does not infringe the rights of third parties. The Licensee and MoreApp do not accept any liability for data stored and/or exchanged using the Service and Software.
- 2.3.** If the Licensee or MoreApp are aware or realise that data or information that the End User has stored and/or exchanged using the Service and Software is unlawful, the Licensee and/or MoreApp will take prompt action to delete that data or information or make access to it impossible. In no event will the Licensee or MoreApp be liable for any damage resulting from such action.
- 2.4.** The End User may only use the Service and Software for legitimate purposes and will not abuse it in any way or use it to store or distribute unlawful data, nor will he or she act unlawfully or carelessly in any other way.
- 2.5.** The End User is not allowed to make changes to the Service and Software or parts thereof. The End User is furthermore not permitted to reverse engineer or decompile the Service and Software or parts thereof.
- 2.6.** The Authorized User is responsible for granting End Users access to the Service and Software (for example, when issuing Means of Authentication)

### **3. Code of conduct**

- 3.1.** The End User is responsible for his or her use of the Service and Software.
- 3.2.** The End User will refrain from any use of the Service and Software in violation of this End User License Agreement.
- 3.3.** The End User guarantees that he will act as a careful End User. If at any time MoreApp or Licensee makes it possible for its End Users to use the Software and Service for communication with MoreApp, Licensee or other End Users, the communication of the End User:



- is not based on falsehoods and/or misleading;
- will not be libelous, slanderous, insulting, racist, discriminating, or hateful;
- will not be erotic or pornographic;
- will not contain hyperlinks, torrents, or comparable information of which the End User knows or oughts to know that it refers to material that infringes the rights of third parties;
- will not consist of distributing personal data of third parties without permission or necessity or sending unwanted commercial, charitable or ideal communication;
- will not contain viruses, trojans, worms, bots, or other software that can damage, render unusable or inaccessible, erase or take advantage of or that are intended to circumvent technical protection measures of the Service and Software;
- will not impose an unreasonable or disproportionate burden on the infrastructure of the Service or obstruct the functionality of the Service and Software;
- do not infringe the rights of MoreApp, Licensee, or third parties, including but not limited to IP Rights and rights relating to the protection of privacy;
- are not otherwise unlawful in any way or can damage the interests and good name of MoreApp or Licensee.

#### **4. Use of Means of Authentication**

**4.1.** The End User is responsible for the Means of Authentication issued to or created by him or her. The End User will treat these personal Means of Authentication with care and keep them secret. The End User will take effective measures to prevent misuse of Means of Authentication.

**4.2.** Neither the Licensee nor MoreApp bear liability for the misuse of Means of Authentication, and they may assume that an End User who logs in using these Means of Authentication is authorised by the Licensee to use the Service and Software.

**4.3.** As soon as an End User knows or has reason to suspect that Means of Authentication have fallen into the hands of unauthorised persons, the End User will inform the Authorised User or the Licensee of this, notwithstanding the End User's own obligation to immediately take effective measures by, for example, setting different usernames and passwords or suspending the account concerned. Where appropriate, the Authorised User will take suitable action, independently or together with Licensee or MoreApp.

#### **5. Storage and processing of personal data**

**5.1.** Use of the Service and Software entails the processing of personal data, such as the (temporarily) storage of such data on MoreApp's servers. The Licensee is the controller in this regard, meaning that the Licensee is responsible for ensuring that personal data is processed in accordance with the applicable privacy legislation. MoreApp is the processor in this regard. In this capacity, MoreApp will adhere to the arrangements set out in the data processing agreement concluded with the Licensee, which is attached as an annex to the License Agreement. MoreApp will only carry out other processing on the Licensee's instructions or if it has a statutory obligation to do so.

#### **6. Duration and termination**

**6.1.** The License Agreement and this End User License Agreement apply for the same duration, except when the End User License Agreement is terminated on the basis of Article 6.2.

**6.2.** If the End User does not comply with the conditions imposed by the Licensee (for example, these End User License Agreement or additional conditions imposed by the Authorised User or Licensee), then the use of the Service and Software by the End User may be (temporarily) suspended or terminated by Licensee or by MoreApp. In no event will the Licensee or MoreApp be obliged to pay any refund, compensation, or damages to the End User in such a situation.

**6.3.** Upon termination of the Licence Agreement – on any grounds and for any reason whatsoever – all rights granted to the End User under this End User License Agreement will automatically cease to have an effect and the End User will no longer be authorised to use the Service and Software.

## Annex 2 – Data Processing Addendum (DPA)

It is possible that by using the Products, the Licensee processes personal data and therefore, that MoreApp processes that personal data on behalf of the Licensee. In that case, the following articles apply, complementary to the License Agreement. The applicability of any data processing agreement or addendum preceding this data processing addendum or issued by the Licensee is strictly rejected.

### Definitions of Data Types

The use of MoreApp's Services may involve several types of data that may contain personal data. The following data types are distinguished:

- **Content Data** - Any data that you or your users enter into MoreApp's Services that is not any other data type. Example: a user fills out a MoreApp form and submits the form.
- **Support Data** - Any data that you or your users provide to us directly in the support process that is not any other data type. For example: a user creates a support ticket and enters information in that support request such as the name of a user that cannot log in to the MoreApp Service.
- **Contact Data** - Data that you have provided to us in order to communicate with us. Example: your name and e-mail address that you entered upon signing up to a MoreApp account, disclosed to us by sending us an email or by raising a support ticket.
- **Feedback Data** - Data that you have provided to us in order to provide feedback to us. Example: your participation in a survey or a complaint that you may have filed with us.
- **Usage Data** - Data that is generated upon your use of MoreApp's Services by MoreApp's Services. Example: a log file or record containing information about login attempts by a specific user or time and location of a form submission.

### Scope of this Data Processing Addendum

This Data Processing Addendum solely applies to Content Data and Support Data, since only with these data types, the Licensee is to be considered as the Data Controller and MoreApp as the Data Processor that processes such data on behalf of the End User. For Contact Data, Feedback Data, and Usage Data, MoreApp is to be considered as the Data Controller, and therefore this Data Processing Addendum does not apply to these data types. The way in which these data types are processed is governed by the Privacy Policy.

#### 1. Introduction and definitions

**1.1.** The word "Licensee" as applied in this data processing addendum means your organization, represented by an authorized representative. The word "End User" as applied in this data processing addendum means any individual in or represented by your organization that uses the Service and the Software, either as an administrator or a user.

**1.2.** Definitions that are used in this data processing addendum derive their meaning from their definitions as meant in the EU General Data Protection Regulation (GDPR).

**1.3.** This data processing addendum qualifies as a data processing agreement as meant in Article 28 GDPR.

**1.4.** If the Licensee processes personal data by using the Service and the Software, MoreApp processes such personal data on behalf of the Licensee. Consequently, the Licensee and MoreApp agree that the Licensee is regarded as the data controller and MoreApp as the data processor. Alternatively, if the Licensee is processing personal data on behalf of a third party, the Licensee is regarded as the data processor and MoreApp as the data sub-processor.

**1.5.** This Data Processing Agreement may be replaced (in part) by Standard Contractual Clauses, as referred to in Article 28(6) of the GDPR if such clauses are mutually acceptable to both parties.

**1.6** By "Authorized Entity", any entity acting as Licensee and being entitled by this data processing agreement to directly or indirectly access or use services provided under this data processing agreement is meant.

**1.7** By "Country with an Adequacy Decision", any country for which the EU Commission has decided that such country ensures an adequate level of data protection is meant.

**1.8** By "EEA", the European Economic Area is meant.

**1.9** By "Personal Data", any information relating to an identified or identifiable natural person is meant; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**1.10** By "Restricted Transfer", any Processing (including transfers and onward transfers) of Personal Data originating from an Authorized Entity located within the EEA, a Country with an Adequacy Decision (excluding Canada), or a country with similar adequacy requirements as contained in Art. 45 et seq. GDPR by MoreApp or any of its Subprocessors outside the EEA and outside a Country with an Adequacy Decision is meant.

**1.11** By "Standard Contractual Clauses", the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 are meant. Any reference to the Standard Contractual Clauses in this data processing addendum shall refer to the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 and annex 3 in this data processing addendum. In case a Restricted Transfer relates to Personal Data originating from a Data Controller located in the United Kingdom, Standard Contractual Clauses shall mean the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021 as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as published by UK Information Commissioners Office. In addition, the parties agree that the commissioning of Subprocessors shall be governed by Clause 9, Module 3, option 1 of the Standard Contractual Clauses.

**1.12** By "Subprocessor", any further Processor engaged in the performance of the Processing services provided under the terms of this data processing agreement is meant.

**1.13** By "Transfer Safeguards", (i) a decision by the European Commission in the meaning of Art. 45 GDPR. or (ii) appropriate safeguards as required by Article 46 GDPR is meant.

## **2. Description of the data processing**

**2.1.** MoreApp commits to process personal data on behalf of the Licensee, under the conditions of the License Agreement. The description of the data processing is defined as follows.

- a.** Subject: processing of content data and support data entered by the Licensee
- b.** Nature: hosting, transmitting, and backup of personal data
- c.** Personal data categories: content data and support data as defined in the "Definitions of Data Types"
- d.** Purpose: facilitating the use of MoreApp's Services, including building, filling in, submitting, and transmitting digital forms and work instructions and their data, and providing customer support

**2.2.** Personal data are related to the following data subject categories:

- a.** People who use the Software (the End Users)
- b.** People whose personal data is captured using the Software by the Licensee
- c.** People whose data is transmitted via the Service and the Software by the Licensee
- d.** Other possible data subject categories whose personal data is processed using the Service and the Software

**2.3.** MoreApp will solely process personal data in the aforementioned context, including its duration and purpose, or purposes that are to be defined under future consent.

**2.4.** MoreApp will not process personal data for different purposes. The Licensee will inform MoreApp of purposes for the processing of personal data that are not yet mentioned here.

**2.5.** The definitions mentioned in 2.1 and 2.2 reflect the written instructions for the processing of personal data by the Licensee. MoreApp has no saying in the purpose and means of the processing of personal data. Additionally, MoreApp has no saying in the nature of personal data that is processed. All personal data processed in connection with the Service and the Software shall deem to have been processed at the instructions of the Licensee.

**2.6.** MoreApp will not make independent decisions about the receipt and use of personal data, the provision to third parties, the duration and the storage of personal data.

**2.7.** Notwithstanding the previous clauses, MoreApp is allowed to process personal data to the extent that MoreApp is required to do so by Union or Member State Law to which MoreApp is subject. In such a case, MoreApp shall inform the Licensee of that legal requirement before processing, unless that law prohibits providing such information on important grounds of public interest.

## **3. Non-disclosure and confidentiality**

**3.1.** MoreApp is bound to non-disclosure against third parties for all personal data that MoreApp processes on behalf of the Licensee, following from this data processing addendum. MoreApp will not use this data for any other purpose than for which MoreApp received the data from the Licensee, except if the data is altered in such a way that it is no longer traceable to an individual data subject.

**3.2.** The non-disclosure as meant in Article 3.1 is not applicable:

- a.** to the extent that the Licensee has provided MoreApp the permission to provide the data to third parties; or
- b.** when the provision of the data to third parties is logically necessary for the use or proper functioning of the Service and the Software or the execution of this Data Processing Addendum (subject to the restrictions of this Data Processing Addendum); or
- c.** if a legal requirement or court order exists to provide the data to third parties; or
- d.** regarding third parties to which personal data are provided in their role as subprocessor, taking into account the conditions defined in Article 5.

**3.3.** MoreApp agrees and guarantees that employees, and all other natural persons that act under its authority, and have access to personal data, have executed written confidentiality agreements.

## 4. Security and measures

**4.1.** With regard to the processing of personal data, MoreApp will strive to take appropriate technical and organizational measures, in particular to safeguard against the destruction, loss, mutation or unauthorized provision or unauthorized access to transferred, stored, or otherwise processed personal data.

**4.2.** The technical and organizational measures that MoreApp takes, follow from the most recent version of their information security policy as published here: <https://moreapp.com/en/security/>.

**4.3.** If, in MoreApp's opinion, this is necessary to offer a continued adequate level of security, MoreApp is allowed to make changes to the security measures.

**4.4.** MoreApp does not guarantee that its security is effective under all conditions. MoreApp will implement appropriate technical and organizational measures to ensure a level of security, taking into account the state of technology, implementation costs of the security measures, the nature, extent, and context of the processing of personal data, the purposes and the intended use of the Service and the Software, the data processing risks and the risks for the rights and freedoms of data subject, which they may have expected considering the intended use of the Service and the Software and which are divergent for their probability and impact.

**4.5.** The Licensee asserts that the security measures as meant or referred to in this article, considering the factors as described in this article, provide an adequate level of security that is in tune with the risks of the processing of personal data processed by or provided by the Licensee.

**4.6.** The Licensee will only provide personal data for processing to MoreApp if the Licensee has ensured themselves that the required security measures are taken. The responsibility for the compliance of the measures as agreed between the Licensee and MoreApp resides with the Licensee.

## 5. Sub-processors

**5.1.** The Licensee provides MoreApp the general permission to work with Sub-processors for the processing of personal data, as set out in Annex 3 of this Agreement.

**5.2.** MoreApp has the right to add or replace Sub-processors (changes). If MoreApp intends to add or replace a Sub-processor, MoreApp will inform the Licensee accordingly, allowing the Licensee to object. If the Licensee wishes to object, the Licensee must submit their objection in written form, within two weeks. If the Licensee does not object within these conditions, the Licensee is regarded to accept the intended change.

**5.3.** If the Licensee objects within the conditions as stated in Article 5.2, MoreApp and the Licensee will consult each other and strive to achieve a reasonable solution. If both parties cannot achieve a satisfactory agreement about the intended change as meant in Article 5.2, MoreApp is entitled to work with the respective added or replaced Sub-processor. Respectively, the Licensee is entitled to terminate their subscription to the Service and the Software without penalty per the date that the new Sub-processor is activated.

**5.4.** At all times, MoreApp ensures that the Sub-processors as meant in this article will take on the same obligations as agreed between the Licensee and MoreApp in writing and ensures compliance by these Sub-processors of these obligations.

## 6. Transfer of personal data

**6.1.** MoreApp processes personal data in countries within the EEA. If MoreApp transfers personal data to countries outside of the EEA, this will always be in accordance with all relevant laws and regulations. If MoreApp transfers personal data to countries outside the EEA for which the European Commission has not decided that those countries ensure an adequate level of protection, MoreApp will ensure that it provides appropriate safeguards, as meant in Article 46 GDPR, for the transfer.

a) Restricted Transfers. In the case of Restricted Transfers, MoreApp shall be obliged to ensure that such Restricted Transfer is covered by adequate Transfer Safeguards.

b) Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) EEA Providers. If MoreApp commissions a Subprocessor located outside the EEA, MoreApp shall enter into the Standard Contractual Clauses (Module 3) with such Subprocessor.

(ii) Onward Transfers. Any further onward transfer must comply with the applicable Module of the Standard Contractual Clauses.

c) Additional Transfer Safeguards. In case a Transfer Safeguard is not based on Standard Contractual Clauses, Clause 14 and 15 of the Standard Contractual Clauses shall apply mutatis-mutandis to Restricted Transfers under such other Transfer Safeguard, unless the respective Transfer Safeguard contains in substance, the same rights and obligations concerning (i) local laws and practices affecting compliance with the Transfer Safeguards, and (ii) obligations in case of access by public authorities as contained in Clauses 14 and 15 of the Standard Contractual Clauses.

## **7. Data subject rights and requests**

**7.1.** If a data subject submits a request about their personal data to MoreApp in order to exercise their data subject rights, MoreApp will forward the request to the Licensee and inform the data subject accordingly. The responsibility for processing the request and performing data subject rights lies with the Licensee, who will process the request and perform the data subject rights independently from MoreApp.

**7.2.** MoreApp will provide assistance to the Licensee for processing a request by a data subject and performing their data subject rights, should this occur to be necessary. MoreApp may charge the Licensee for reasonable expenses that are made or to be made while providing such assistance, which will be reimbursed by the Licensee.

## **8. Obligations and support**

**8.1.** MoreApp will commit to compliance with the conditions that, based on the GDPR, are bound to the processing of personal data by MoreApp in their specific role, regarding the processing of personal data as meant in Article 2 of this data processing addendum.

**8.2.** MoreApp will process personal data and other forms of data that are made available to MoreApp by the Licensee based on written instructions by the Licensee.

**8.3.** Upon request and within a reasonable time frame, MoreApp will inform the Licensee about the (technical and organizational) measures taken by MoreApp to comply with their obligations as meant under this data processing addendum.

**8.4.** The obligations as meant in this data processing addendum are also applicable to parties that process personal data under MoreApp's authority.

**8.5.** If, in MoreApp's opinion, an instruction given by the Licensee is conflicting with relevant laws and regulations, MoreApp will inform the Licensee.

**8.6.** At the request of the Licensee, MoreApp will, within a reasonable time frame, provide the Licensee with the necessary cooperation to meet their compliance with the obligations that follow from the GDPR. This includes, among others, their obligations with regard to data security, reporting personal data breaches and performing data protection impact assessments. MoreApp will charge the Licensee for reasonable expenses that are made or to be made while providing such cooperation, which will be reimbursed by the Licensee.

## **9. Personal data breaches**

**9.1.** A personal data breach is defined as a violation of security that accidentally or unlawfully leads to the destruction, loss, mutation, unauthorized provision, or unauthorized access to transmitted, stored, or otherwise processed personal data.

**9.2.** If a personal data breach occurs, MoreApp will inform the Licensee without undue delay taking into account the nature of the processing and the information available to MoreApp, abiding by applicable laws and regulations. The Licensee will then judge if they need to inform the supervisory authorities and/or data subjects. MoreApp strives to ensure that the information is complete, correct, and accurate taking into account the nature of the processing and the information available to MoreApp.

**9.3.** MoreApp will cooperate with informing the relevant authorities and, if required, the data subjects, should this be required by any law or regulation. The responsibility for informing the relevant authorities and the data subjects resides with the Licensee.

**9.4.** If a personal data breach has occurred, MoreApp will provide the following information to the Licensee:

- a.** The fact that a personal data breach has occurred
- b.** the (supposed) cause of the breach
- c.** the (then known or expected) effects
- d.** the (proposed) resolution
- e.** the taken measures
- f.** the contact details for the follow-up of the issue
- g.** an overview of the informed parties (e.g.: the data subjects)
- h.** a point of contact

## **10. Destruction or return of personal data**

**10.1.** After termination of this data processing addendum, MoreApp will present the Licensee with the choice of either destruction or returning the personal data that it has received from, or processed on behalf of, the Licensee. Pending the choice of the Licensee, MoreApp will retain personal data. If no choice has been made within 30 days after termination, MoreApp will destroy the personal data, except if MoreApp and the Licensee agree that MoreApp retains the personal data for an agreed period. Notwithstanding the foregoing, MoreApp is entitled to retain personal data if required by law.

## **11. Audits**

**11.1.** For the verification of compliance of all items from this data processing addendum, the Licensee has the right to issue audits by a competent and independent party.

**11.2.** This competent and independent party is bound to non-disclosure.

**11.3.** MoreApp respects an audit request from the Licensee, but before doing so MoreApp would point out that if a similar audit report can be made available to the Licensee, to demonstrate MoreApp's compliance with this data processing addendum, the Licensee has the opportunity to receive this audit report. If an audit, initiated by the Licensee, is justified, it will only be conducted at least thirty (30) days after the prior announcement by the Licensee, with a maximum of once per year (unless the audit follows a personal data breach).

**11.4.** MoreApp will cooperate with the audit and will provide all information that is reasonably relevant for the audit, including supportive information such as system logs and access time to relevant employees, as timely as possible and within a reasonable time frame (within two weeks or sooner in case of an urgent interest).

**11.5.** In mutual consultation, the Licensee and MoreApp will judge the findings that may result from the audit. As a result of this process, measures may be implemented by either MoreApp, the Licensee or both parties.

**11.6.** Reasonable expenses made or to be made by MoreApp in this process will be reimbursed by the Licensee. The expenses for the hired competent and independent party are always the responsibility of the Licensee and will be met by them.

## **12. Distribution of responsibilities**

**12.1.** Both MoreApp and the Licensee commit to compliance with applicable laws and regulations. MoreApp performs the processing of personal data under the scope of the Licensee Agreement in a (semi)automated environment.

**12.2.** MoreApp is only responsible for the processing of personal data as meant in this data processing addendum, abiding by the instructions of the Licensee and under the explicit (final) responsibility of the Licensee.

**12.3.** MoreApp is not responsible for all other processing of personal data, including but not limited to the collection of personal data by the Licensee, processing of personal data for purposes that the Licensee failed to report to MoreApp, processing by third parties and processing for other purposes. For such processing of personal data, the Licensee has the exclusive responsibility. At all times, the Licensee guarantees the legality of their processing of personal data and the adequacy of the security of their systems and infrastructure.

**12.4.** The responsibility for judging whether MoreApp offers adequate safeguards regarding the implementation of technical and organizational measures in order for the processing of personal data to be compliant with the demands from the GDPR and/or other applicable laws and regulations and whether the protection of the rights of the data subjects is adequately safeguarded lies with the Licensee.

**12.5.** At all times, the Licensee guarantees that the content, use, and instructions for the processing of personal data as meant in this data processing addendum are not unlawful and does not infringe any rights of third parties.

## **13. Liability**

**13.1.** MoreApp is liable to Licensee for only the damages resulting from a shortcoming, attributable to MoreApp, in the compliance of the obligations resting with MoreApp in relation to this data processing addendum and the GDPR. Per calendar year, the total liability of MoreApp towards Licensee is limited to the total of fees paid by the Licensee to MoreApp in the last twelve (12) months.

**13.2.** If as a result of an attributable shortcoming by MoreApp, or an act or omission attributable to MoreApp, a penalty is imposed on the Licensee by a government supervisor, which penalty is (partly) directly related to the aforementioned shortcoming, act, or omission, MoreApp indemnifies the Licensee for (that part of) that fine, limited per calendar year to the total of fees paid by the Licensee to MoreApp in the last twelve (12) months. For means of clarity: the indemnity does not apply to the part of the fine that is related to a shortcoming, act, or omission of the Licensee itself.

**13.3.** The burden of proof that MoreApp is liable for a shortcoming, as meant in 13.1 and/or 13.2, lies with Licensee and should be submitted in writing.

**13.4.** Any limitation of liability will not be applicable in case of intent or gross negligence by MoreApp.

## **14. Duration and termination**

**14.1.** The duration of this data processing addendum is identical to the duration as defined in the Licensee Agreement or contract that is agreed upon between MoreApp and the Licensee. If there is no duration defined in any of these documents, the duration of this data processing addendum is identical to the duration of the collaboration between the Licensee and MoreApp.

**14.2.** This data processing addendum cannot be terminated intermediately.

**14.3.** Article 3 (Non-disclosure and confidentiality) will survive the termination of the data processing addendum.

### Annex 3 – Sub-processors

Name	Purpose	Description	Retention Period	Relevant categories of Personal Data	Location of Personal Data	Transfer safeguards in case of Restricted Transfers
Google (GCP)	Data processing	Processing data of MoreApp users, in order to make this data available in the application.	Until customer deletes data or closes account	<b>Content Data</b>  Everything the customer fills out in MoreApp	EU, Netherlands (GCP)	Standard Contractual Clauses  <b>DPA</b> <a href="https://cloud.google.com/terms/data-processing-terms">https://cloud.google.com/terms/data-processing-terms</a>
MongoDB Atlas	Data storage & Backups	Storing all data of MoreApp users. Allowing data to be restored in case of emergency.	Until customer deletes data or closes account  Backups: 2 weeks	<b>Content Data</b>  Everything the customer fills out in MoreApp	EU, Netherlands (GCP)	Standard Contractual Clauses  <b>DPA</b> <a href="https://www.mongodb.com/legal/dpa">https://www.mongodb.com/legal/dpa</a>
MessageBird Email	Mailing	Sending mails for submitted forms, as configured in the platform, by the customer	30 days	<b>Content Data</b>  Anything the customer filled out in MoreApp	EU	Standard Contractual Clauses  <b>DPA</b> <a href="https://www.messagebird.com/legal/dpa">https://www.messagebird.com/legal/dpa</a>
Freshworks	Delivering support	Handling support via phone, email (tickets) and chat	Indefinitely	<b>Support Data</b>  Anything the customer shares with us via one of the support channels	US (AWS)	-
HubSpot	Delivering support	Handling support via phone, email (tickets) and chat	Indefinitely	<b>Support Data</b>  Anything the customer shares with us via one of the support channels	EU	Standard Contractual Clauses  <b>DPA:</b> <a href="https://legal.hubspot.com/dpa">https://legal.hubspot.com/dpa</a>