

GENERAL TERMS AND CONDITIONS “NUCLEOO”

These are the general SaaS terms and conditions for nucleoo® (the “Terms”), a software service offered by Bi4 Group B.V. also acting under the trade name ‘nucleoo’, having its office at MediArena 9 (1114 BC) Amsterdam-Duivendrecht, The Netherlands, and registered with the Dutch Chamber of Commerce under number 55543510, and in these Terms hereafter referred to as “nucleoo”.

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 **Business Day:** means any weekday (Monday to Friday), other than a bank or public holiday in Spain;
 - 1.1.3 **Business Hours:** means the hours of 09:00 to 17:00 CET on a Business Day;
 - 1.1.4 **Client:** means the legal person or natural person acting in the exercise of a business or profession, that is interested in the Service and/or has entered into a Subscription with nucleoo;
 - 1.1.5 **Client Data:** means all data, works and materials uploaded or transmitted to the Service by the Client or generated as a result of the use of the Service by the Client, excluding analytics data relating to the use of the Service and server log files;
 - 1.1.6 **Confidential Information:** means any and all information, materials or data (in writing, orally or electronically) relating directly or indirectly to nucleoo and/or the Service, including without limitation to reports, analyses, forecasts, methods, methodologies, designs, drawings, Intellectual Property, algorithms, software, codes (including source codes), computer programs, offers, presentations, technical or business information, financial statements, business plans, marketing and sales plans, actual and new business ideas, client 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 **Configuration:** means the client specific set up and configuration of the data architecture and visualisation layer on the selected public cloud service, in accordance with the Client’s wishes and demands including the upload of the Client Data thereto;
 - 1.1.8 **Credentials:** means the usernames, passwords and other credentials enabling access to the Service;
 - 1.1.9 **Force Majeure:** means an event, or a series of related events, that is outside the reasonable control of nucleoo, including but not limited to, failures of the Internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, war, disasters, explosions, fires, floods, riots and terrorist attacks;
 - 1.1.10 **Freemium Subscription:** means the Subscription Type addressed as such on the website of nucleoo;
 - 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 **Pro Subscription:** means the Subscription Type addressed as such on the website of nucleoo;
 - 1.1.14 **Protons:** means ‘credits’ under a Subscription Type which the Client may use for additional service needs;
 - 1.1.15 **Service:** means nucleoo®, a suite of data-driven solutions and services provided by nucleoo to the Client ‘as a service’ in accordance with these Terms;
 - 1.1.16 **Subscription:** means the subscription for Services by a Client after acceptance of a Subscription Request by nucleoo.
 - 1.1.17 **Subscription Request:** means the subscription by a Client for Service through the website of nucleoo.
 - 1.1.18 **Subscription Type:** means the subscription type in connection with the provision of the Service and subject to the payment of a monthly subscription fee, as also further detailed on nucleoo’s website;

1.1.19 **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 consultancy services;

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, nucleoo, as well as to the provision and availability of the Service to the Client. By submitting a Subscription Request, through the website or via email, or accepting an offer, the Client agrees with and accepts the applicability of these Terms. These Terms and any Subscription Request accepted by nucleoo (including any conditions applicable to such acceptance) will constitute the entire agreement between nucleoo and the Client with regard to the use of and access to the Platform and replace all previous oral or written agreements between the Client and nucleoo (to the extent applicable).

2.2 The applicability of any purchase terms or any other general conditions of the Client are explicitly rejected. Additions to or deviations from these Terms shall only apply if and where agreed in writing between nucleoo and the Client.

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 event, nucleoo 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 nucleoo is entitled to unilaterally amend the Terms at any time, after which the Terms shall apply in the amended form 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. In the event the Client does not wish to accept the amended version of the Terms, the Client should immediately inform nucleoo of its objections in writing, whereby the Client may continue its Subscription for the remainder of the Subscription term under the last applicable version of the Terms. Any renewal (automatically or expressly) of the Subscription after termination of the applicable Subscription term will then be subject to the amended version of the Terms.

2.5 These Terms have also been drawn up for the benefit of: (a) all companies which nucleoo 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 nucleoo; and (c) all third parties nucleoo 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. SUBSCRIPTION

3.1 After nucleoo has accepted a Subscription Request from the Client, nucleoo will:

3.1.1 set up, configure and integrate a subaccount for use of the Service by the Client in accordance with the agreed Subscription Type; and

3.1.2 provide the Credentials necessary to enable the Client to access and use the Service.

3.2 Any (delivery) dates or timelines specified by nucleoo shall be established to the best of nucleoo's 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 nucleoo in any way.

3.3 Pursuant to acceptance of the Subscription Request, the Client will:

3.3.1 upload the Client Data; and

3.3.2 grant nucleoo with a perpetual, non-exclusive, worldwide, sub-licensable license to copy, reproduce, create derivative works, store, distribute, publish, export, adapt and use the Client Data within the clients dedicated cloud environment on nucleoo to the extent reasonably required for the performance of the Service and/or nucleoo's obligations under these Terms, thereby including the right to sub-license these rights to any hosting, connectivity and telecommunications service providers (as applicable).

3.4 The Client 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. nucleoo does not warrant or represent that the Service will be compatible with any other software or systems.

- 3.5 The Client will be independently responsible for selecting a cloud service provider for the Service to run on. By accepting these terms the Client also accepts the applicable conditions and policies of the selected cloud provider. Such conditions and policies will be provided upon request of the Client.
- 3.6 A Subscription Type may entitle the Client to free Protons that the Client may use. Free Protons granted for a certain calendar month will lapse after expiry of the consecutive calendar month. The Client has the option to purchase (additional) Protons. Purchased Protons will never lapse. Protons are never redeemable for money.
- 3.7 The Client - thereby explicitly including its Affiliates - is only entitled to apply for a Freemium Subscription once. Any subsequent Freemium Subscription Requests may be rejected to the sole discretion of nucleoo.

4. FEES AND PAYMENT

- 4.1 The Client will pay the fee applicable to the Subscription Type's subscribed for and any other applicable charges invoiced ("Fees").
- 4.2 All Fees are exclusive of value added tax (VAT) and other levies imposed or to be imposed by the government, unless explicitly indicated otherwise by nucleoo. All Fees are in euros and must be paid in euros, unless explicitly indicated otherwise by nucleoo.
- 4.3 Fees are paid on a monthly basis, in advance, and can be made by direct debit, credit card or invoice. The Client shall never be entitled to suspend any payment or to set off amounts due.
- 4.4 Invoices of nucleoo are due and payable within fourteen (14) days after the invoice date.
- 4.5 With regard to the Fees due by the Client, the relevant documents and data from nucleoo's administration or systems provide full evidence, without prejudice to the Client's right to provide evidence to the contrary.
- 4.6 In the event of a periodic payment obligation, nucleoo is entitled to adjust the applicable Fees and rates on an annual basis with an increase of maximum 15%.
- 4.7 If the Client fails to (timely) pay the Fees due, the Client will incur statutory commercial interest on the outstanding amount, without any demand or notice of default being required. If the Client continues to fail to pay the amount due after receipt of the demand or notice of default, nucleoo may assign the claim, in which case the Client, 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.
- 4.8 If the Client fails to (timely) pay the Fees due, nucleoo also has the right to suspend or limit the Client's access to the Service until the outstanding Fees have been fully made or proper security has been provided.
- 4.9 If the Client consists of more than one natural- or legal persons, or if the Service and/or other products or services provided by nucleoo are for the benefit of several natural- and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the Fees due.

5. USE OF NUCLEOO

- 5.1 The Client 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 The Client furthermore warrants and guarantees:
 - 5.2.1 not to use the Service for other purposes than its internal business use;
 - 5.2.2 not to use the Service (or part thereof) for any illegal, fraudulent or unauthorized purpose;
 - 5.2.3 to comply with applicable laws and regulations (such as but not limited to data protection law) within its jurisdiction;
 - 5.2.4 not to sublicense, lease, (re)sell, rent, transfer, distribute, copy, modify, decompile or reverse engineer the Service (or part thereof);
 - 5.2.5 not to conduct or request that any other person or party conduct any load testing or penetration testing on the Service;
 - 5.2.6 not to infringe upon or violate nucleoo's Intellectual Property or the Intellectual Property of third parties;
 - 5.2.7 not to upload or transmit viruses or any other type of malicious or destructive code;
 - 5.2.8 not to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - 5.2.9 not to upload or transmit Client Data that is in breach of nucleoo's code of conduct (e.g. discriminatory or illegal), in breach of applicable law and regulations, or violates third party (Intellectual Property) rights;

5.2.10 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;

5.2.11 not to interfere with or circumvent the security features of the Service (or part thereof).

- 5.3 The Client acknowledges and accepts that nucleoo retains the right to remove any information or content that is deemed - to nucleoo's sole discretion - in violation of these Terms, and in particular the warranties and prohibited uses as stipulated under clause 5.2. nucleoo also has the right to immediately terminate the Client's access to and use of the Service in the event of such violation.
- 5.4 nucleoo reserves the right to modify (including but not limited to adding or removing features), discontinue or terminate Service or any part thereof, for any reason without notice and at any time. nucleoo cannot be held liable for damages or loss of the Client or any third party as a consequence of any such modification, discontinuance or termination.
- 5.5 Unless agreed otherwise in writing, the Client is responsible for the management, including control of the settings, the 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. The Client is also responsible for the instruction to and use by end-users, regardless of whether these end-users are in an authority relationship towards the Client.
- 5.6 nucleoo has no control over, and shall not be responsible or liable for: (a) the uploading, transmission and/or sharing of the Client Data; (b) verification and validation of the Client Data; (c) verification and validation of the (data) outcomes, insights, results and visualisations resulting from the use of the Service. The Client agrees to indemnify and hold nucleoo 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 Although nucleoo undertakes to provide and maintain the Service with the most reasonable care, the accuracy and completeness of the functionalities and data within the Service cannot be guaranteed. The Service is provided 'AS IS' and 'AS AVAILABLE'. The Client acknowledges that complex software is never wholly free from defects, errors, security vulnerabilities or bugs. nucleoo 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; nucleoo only guarantees the quality, functionality and availability of the Service if and to the extent explicitly guaranteed by nucleoo in writing.
- 6.2 Where appropriate for the proper performance of Support or additional services, nucleoo reserves the right to engage Affiliates or third parties to carry out (part of) the Support or other services, such at the discretion of nucleoo. In this respect, the applicability of articles 7:404, 7:407 paragraph 2, and 7:409 Dutch Civil Code is expressly excluded.
- 6.3 nucleoo will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except during planned or unplanned downtime. nucleoo will use commercially reasonable efforts to inform the Client of the downtime in advance, if and when possible. For the avoidance of doubt, downtime caused directly or indirectly by (i) a force majeure event, (ii) failure of the Client's computer systems or networks, (iii) any breach by the Client of these Terms, (iv) any scheduled maintenance in accordance with these Terms or service level agreement (as applicable) or (v) maintenance, downtime or issues at the selected public cloud provider where the Service runs, shall not be considered a breach of this Agreement.
- 6.4 nucleoo 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. nucleoo undertakes commercially reasonable efforts to inform the Client 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 Client against nucleoo.
- 6.5 nucleoo will handle properly substantiated requests for Support within a reasonable period of time depending on severity and impact. nucleoo 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 Rights in and related to the Service shall exclusively vest in nucleoo or its licensors. The Client 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 Client under the Subscription shall be non-exclusive, non-transferable, non-sublicensable and solely granted for internal business use, such until terminated by the Client or nucleoo in accordance with these Terms.
- 7.3 All rights of use granted to the Client shall be subject to the condition that the Client has fully paid all applicable Fees in respect of the Subscription. If a periodic payment obligation applies use, the Client shall be entitled to the right of use for as long as it continues to meet this periodic payment obligation.
- 7.4 The Client is prohibited from removing or amending any indications or credits of Intellectual Property Rights or confidentiality from the Service, websites, data files, documentation or materials as disclosed by nucleoo.
- 7.5 The Client acknowledges and accepts that nucleoo is permitted to use the Client's, name logo and use-case for marketing purposes.

8. CONFIDENTIAL INFORMATION

- 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 The confidentiality terms in this clause shall not apply to the disclosure of information, that:
 - 8.2.1 is or has become publicly available without breach of the confidentiality provisions;
 - 8.2.2 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;
 - 8.2.3 is required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 8.3 The burden of proof for raising one of the exclusions in clause 8.2, vests with the Client invoking this exclusion.
- 8.4 Upon the termination of the Subscription, regardless of the reason thereof, any Confidential Information will be destroyed without withholding any copies thereof, unless statutory provisions (e.g. financial administration) require a longer retention in which event the Client shall continue to observe applicable security and confidentiality measures.

9. DATA PROTECTION

- 9.1 For the purpose of maintaining the Service and providing Support or additional services, nucleoo may have access to personal data -within the meaning of the GDPR- of the Client, its employees and/or customers of the Client. Where nucleoo processes such personal data on behalf of the Client, nucleoo qualifies as the 'Processor' and the Client as the 'Controller'.
- 9.2 If no separate data processing agreement will be concluded between nucleoo and the Client, the provisions in this clause will constitute the data processing agreement in accordance with Article 28 paragraph 3 of the GDPR:
 - 9.2.1 Processor will process the personal data solely upon instruction and on behalf of Controller. Processor will not use the personal data for own purposes unless it has obtained a legitimate ground for such processing, e.g. consent of the data subject.
 - 9.2.2 Controller warrants that the instructions and related processing activities under this DPA are not unlawful and indemnifies Processor against any claims of third parties (including data subjects and data protection authorities) arising from or in connection with a breach of this warranty.
 - 9.2.3 Processor is entitled to appoint third parties (e.g. sub-processors) for the processing of the personal data hereunder; Processor's obligations under this clause will then vis-à-vis apply to such sub-processors.
 - 9.2.4 As far as legally required and reasonably possible, Processor will provide assistance to Controller in the execution of data protection impact assessments (DPIA) and/or data subject requests. Processor may charge Controller its reasonable costs for providing such assistance.
 - 9.2.5 Processor will process the personal data in countries within the European Economic Area (EEA). Processor may transfer the personal data to a country outside the EEA, provided that the legal requirements for such transfer have been met.

- 9.2.6 Processor will take adequate technical and organisational measures to protect the personal data against loss or any form of unlawful processing (such as the unauthorised access to or alteration or disclosure of the personal data), thereby taking into account the state of the art and the costs of implementation in relation to the risks and the nature of the personal data to be protected; Controller has assured that Processor has taken the necessary security measures taking into account the risks and the nature of the personal data.
- 9.2.7 In the event of a data breach at Processor or any sub-processors, Processor will inform Controller about the data breach without delay after becoming aware of the breach, thereby including all relevant details regarding the breach. Controller shall at all times remain responsible for the notification of a data breach to the relevant data protection authority and/or data subject(s).
- 9.2.8 Controller is entitled, with a maximum of once per calendar year and with prior notification to Processor, to - at its own cost - have an audit carried out by an independent IT auditor who will be bound to confidentiality, in order to verify Processor's compliance with this clause, more specifically the security measures. Controller shall ensure that any such audit will be carried out in a manner that has the least effect as possible on the normal business operations of Processor.

10. TERM AND TERMINATION

- 10.1 A Subscription (other than the Freemium Subscription) is entered into for the initial term of twelve (12) months, unless explicitly agreed otherwise. After expiry of the initial term, the Subscription (other than the Freemium Subscription) is automatically renewed for subsequent periods of each twelve (12) months, unless that Subscription is adequately and timely terminated in accordance with these Terms.
- 10.2 The initial term of a Freemium Subscription is three (3) months. After expiry of the initial term, the Freemium Subscription is automatically upgraded into a Pro Subscription (as further detailed on the website of nucleoo), unless the Client timely notifies nucleoo of its desire to either terminate the Subscription, or to continue the Subscription under another Subscription Type than the Pro Subscription. Prior to expiration of the Freemium Subscription, the Client receives a notification for upgrade to a payable Subscription Type. If the Client chooses not to upgrade to the Subscription to another Subscription Type, the Service shall be terminated upon expiration of the Freemium Subscription and all Client Data and the Configuration of the Client shall be irrevocably removed and deleted.
- 10.3 Each Subscription Type (other than the Freemium Subscription) may be terminated for convenience by both the Client or nucleoo in writing with due observance of a notice period of at least one (1) month prior to the end of the initial term or the then applicable twelve (12) months renewal term.
- 10.4 The Client may at any time during the Subscription submit a request for an 'upgrade' of its Subscription Type under the Subscription through notification to nucleoo. An upgrade of the Subscription Type may result in more reports, more features or more Protons as further detailed on the website of nucleoo. In the event of an upgrade of the Subscription Type, the relevant Subscription term will not change, only the Fee payable by the Client pursuant and applicable to the upgraded Subscription Type will change per the date of the upgrade.
- 10.5 nucleoo also has the right to terminate a Subscription with the Client with immediate effect and without incurring any liability, by providing notice to the Client, in the event:
- 10.5.1 the Client has been declared bankrupt, or files for bankruptcy;
 - 10.5.2 the Client is granted a (provisional) suspension of payment or requests a suspension of payment;
 - 10.5.3 the Client is or becomes unable to pay its Fees or other debts as they fall due;
 - 10.5.4 the Client ceases all (or substantially all of) its business operations.
- 10.6 Upon the termination of a Subscription, regardless of the reason thereof, the right of the Client to use the Service immediately ceases and the Credentials may be revoked. Unless otherwise provided for in these Terms, the Client will not be entitled to any refunds of any Fees, pro rata or otherwise, and any outstanding Fees on the effective date of such termination will become immediately due and payable in full.

11. LIMITATION OF LIABILITIES

- 11.1 The total aggregate liability of nucleoo due to an attributable failure in providing the Service or due to any other reason whatsoever, explicitly including any indemnification obligations, shall be limited to the compensation of direct damages only and not exceeding the sum of the total Fees (excl. VAT) received by nucleoo from the Client

in the six (6) months prior to occurrence of the damage. nucleoo's 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.

- 11.2 nucleoo's 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 Client's customers, loss or damage in connection with the use of the Service and materials or software of third parties, is excluded. Also nucleoo's liability for the damage, destruction or loss of data, or for the (temporary) unavailability of the Service due to maintenance by nucleoo, is excluded.
- 11.3 The exclusions and restrictions referred to in clause 11.1 to 11.2 will not apply if and in so far as the damage or loss are the result of an intentional act or gross recklessness by the management of nucleoo.
- 11.4 nucleoo is not obliged to meet any obligation pursuant to these Terms if nucleoo is prevented from doing so as a result of an event that is beyond its control ("**force majeure**"). nucleoo shall never be liable for any damages and costs incurred by the Client or any third party which are the result of force majeure. An event of 'force majeure' will at a minimum include: (i) war, fire, floods, riots and natural disasters, (ii) governmental measures or boycotts, (iii) electricity failure, (iv) faults affecting the internet, computer network, selected cloud providers or telecommunication facilities, (v) strike actions and (vi) pandemics (e.g. COVID-19 or similar).
- 11.5 Except where performance by nucleoo is permanently impossible, nucleoo will only be in default for an attributable failure after it has been given written notice of the default thereby granting nucleoo with a reasonable term of at least thirty (30) days to remedy the default. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that the nucleoo has the opportunity to respond adequately.
- 11.6 A condition for the filing of any claim to damages is always that the Client reports the damage to nucleoo in writing as soon as possible and in any event not later than 10 (ten) days after the damage occurred. Claims for damages against nucleoo shall in any event lapse by the mere expiry of six (6) months after the damage occurred, unless Client has filed its statement of claim for such damages with the applicable court before the last day of that six (6) months period.
- 11.7 Client shall indemnify nucleoo from and against all claims, claims, damage, losses and costs (including legal (attorney) costs) of third parties arising from or in any way related to:
 - 11.7.1 a violation by an end-user within the Client's organization of these Terms;
 - 11.7.2 improper use by an end-user within the Client's organization of the Service;
 - 11.7.3 a violation by an end-user within the organization of the Client of any law, regulations or third party rights.

12. APPLICABLE LAW AND DISPUTES

- 12.1 These Terms shall be exclusively governed by the laws of The Netherlands. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is explicitly excluded.
- 12.2 Any disputes that may arise between nucleoo and the Client arising from or in connection with these Terms, and cannot be settled amicably, shall be exclusively brought before the competent court of Amsterdam, The Netherlands.