

## TECHNOLOGY CATALOGUE TECHNOLOGY SUPPLIER TERMS

By subscribing for a Technology Catalogue subscription for one or multiple technologies, you accept these terms, and you acknowledge that you, on behalf of the Subscriber Supplier (definition below), have read and understood and agree to comply with the terms and conditions below, and are entering into a binding legal agreement with **DEPLOYMENT MATTERS NETHERLANDS B.V.**, Chamber of Commerce reference 70862109 (hereafter “Deployment Matters”).

You warrant that you have or you were granted full authority to bind the aforesaid Subscriber Supplier to these Terms. If you do not agree to comply with and be bound by these Terms or do not have authority to bind the Supplier Subscriber, please do not accept these Terms. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto hereby agree as follows:

### **Article 1**      **Definitions**

- 1.1. Supplier: a company that offers technologies for the (Energy) industry in order to help address the business challenges and opportunities.
- 1.2. Subscriber Supplier: the Supplier subscribing for a Technology Catalogue subscription.
- 1.3. User: a registered user of the Technology Catalogue.
- 1.4. Technology Catalogue: the catalogue developed by Deployment Matters containing technologies from Suppliers in different modules and submodules.
- 1.5. Web Application: the software to which Deployment Matters grants the Subscriber Supplier access by means of the Technology Catalogue Online Services for use in accordance with the provisions of the Technology Catalogue User Policy;

### **Article 2**      **Subscription**

- 2.1 Subscriber Supplier may select one of the subscription schemes offered via <https://www.technologycatalogue.com/pricing> (see image below)
- 2.2 The ‘Basic’ subscription is limited to one technology per Subscriber Supplier.

Basic	Standard	Premium
Free	€ 2000/year or € 250/month	€ 3000/year or € 350/month
Create visibility for your technology and explore how this platform can boost your business	All you need to target key customers	Best option to position your technology for success
<a href="#">REQUEST NOW</a>	<a href="#">REQUEST NOW</a>	<a href="#">REQUEST NOW</a>
<small>Max 1 subscription per company</small>	<small>Discounts apply when adding 5+ technologies. Prices are per technology excl. VAT.</small>	<small>Discounts apply when adding 5+ technologies. Prices are per technology excl. expenses and VAT.</small>
<ul style="list-style-type: none"> <li>✓ Unique technology page for your technology</li> <li>✓ Exposure to global network of Technology Catalogue users (end-users, consultants &amp; investors)</li> <li>✓ Reviews from end-users and experts</li> <li>✓ Overview of deployment track record</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unique technology page for your technology</li> <li>✓ Exposure to global network of Technology Catalogue users (end-users, consultants &amp; investors)</li> <li>✓ Reviews from end-users and experts</li> <li>✓ Overview of deployment track record</li> <li>✓ Highlight your technology to potential investors (optional)</li> <li>✓ Quarterly analytics data update for your technology</li> <li>✓ Free attendance at one Deployment Matters workshop per year</li> </ul>	<ul style="list-style-type: none"> <li>✓ Unique technology page for your technology</li> <li>✓ Exposure to global network of Technology Catalogue users (end-users, consultants &amp; investors)</li> <li>✓ Reviews from end-users and experts</li> <li>✓ Overview of deployment track record</li> <li>✓ Highlight your technology to potential investors (optional)</li> <li>✓ Quarterly analytics data update for your technology</li> <li>✓ Free attendance at one Deployment Matters workshop per year</li> <li>✓ Personalized workshop of max 4 hr by Deployment Matters including assessment with the Technology Stress Test</li> </ul>

### **Article 3      Payment**

- 3.1. Subscriber Supplier agrees to pay Deployment Matters an amount, which shall be calculated as follows:
  - a. The subscription price as selected in article 2, per entry;
  - b. If more than 3 entries; 20% discount for every extra entry;
  - c. If more than 5 entries; 50% discount for every extra entry;
- 3.2. The subscription starts on the day the Subscriber Suppliers registers for the Technology Catalogue and approves these terms, unless otherwise agreed. The subscription fee will be payable in advance and will be due 15 days after the invoice date.
- 3.3. Subscriber Supplier will be offered the possibility to pay per month in which case the minimum period of the subscription will be 6 months.

- 3.4. In case of annual payment, the subscription period will be one year. There is no notice period for ending the subscription. When you cancel your subscription with us, you will continue to receive your subscription benefits until the end of the current billing period. You will not receive a refund of any portion of the subscription fees you paid for the current or prior billing periods.
- 3.5. Subscriber Supplier will be offered the possibility to upgrade the subscription to a higher priced scheme. In such case the subscription start date will be updated to the date of the upgrade. Any already paid fees for the running period will be deducted from the newly due subscription fee.

#### **Article 4 Technology Deployment Workshop**

If the Subscriber Supplier selects the 'STANDARD' or 'PREMIUM' scheme the following will apply.

- 4.1. Per annual subscription period the Subscriber Supplier is entitled to register one person free of charge for a one-day Deployment Matters workshop of choice. The workshop calendar as well as the workshop registration pages are available on [www.deploymentmatters.com](http://www.deploymentmatters.com).
- 4.2. Registration and participation are subject to the Deployment Matters Workshop and Training Terms and Conditions, available on [www.deploymentmatters.com](http://www.deploymentmatters.com).

#### **Article 5 Personalized workshop**

If the Subscriber Supplier selects the 'PREMIUM' scheme the following will apply.

- 5.1. Four hours are reserved for carrying out a personalized workshop. The main component of the workshop is a [Technology Stress Test](#). No discount or refund will be applicable in case it is agreed with the Subscriber Supplier to do a workshop shorter than four hours.
- 5.2. The Technology Stress Test is a structured dialogue. This means that the Subscriber Supplier needs to ensure that the key persons (responsible for the delivery of the specific technology) are available.
- 5.3. Unless specifically agreed differently, the workshop takes place at the Deployment Matters office, Paardenmarkt 1, Delft; or virtually via videoconference.
- 5.4. In case the workshop takes place at a different venue, further away than 50 km from the Deployment Matters office (Paardenmarkt 1, 2611 PA Delft), then the time (on top of the four hours allocated) and travel cost will be invoiced to Subscriber Supplier. The amount to be agreed between Deployment Matters and Subscriber Supplier prior to the workshop. In this scenario, Subscriber Supplier is responsible for organizing the venue, and for the cost of the venue.
- 5.4. The Subscriber Supplier should only share information that is in the public domain. The Customer therefore should not share any secrets about the technology and/or processes concerned. Only the result of the Technology Stress Test will be subject to confidentiality.
- 5.5. The outcome of the Technology Stress Test will only be shared by Deployment Matters with the explicit written consent of the Subscriber Supplier.
- 5.6. The Technology Stress Test deliverable will be the outcome of Technology Stress Test using an Excel template. The template captures the key recommended actions. Also, it summarises the outcome of the Stress Test using a spider diagram

- and Impact versus Do-ability matrix;
- 5.7. Deployment Matters' total liability due to an attributable failure in the performance and or the outcome of the Technology Stress Test or on any legal basis whatsoever, expressly including each and every failure to fulfill any representation or warranty obligation agreed with the Customer, shall be limited to compensation for direct damages (as defined in clause 6:66 of the Dutch Civil Code) up to an amount equaling 100% of all amounts invoiced to and paid by the Customer in the twelve months preceding the event causing such damages. Deployment Matters' total liability for direct loss, on any legal basis whatsoever, shall however never amount to more than EUR 10.000 (ten thousand euros). In all cases, a series of related events shall be considered a single incident for the purposes of these limits.
  - 5.8. Customer acknowledges and agrees that Deployments Matters cannot guarantee that Customers' technology will succeed. Customer shall be solely responsible for making all decisions and taking actions related to its business. Customer hereby acknowledges that it is not possible to guarantee that the technology subject to the Stress Test will be successful within a specified time frame or at all. In particular, the Customer further acknowledges that it is not possible for Deployment Matters to guarantee that the outcome of the Stress Test will generate any business. So long as Deployment Matters complies with the obligations of this Agreement, the Customer hereby acknowledges and agrees that Deployment Matters shall not be liable for the failure of the Stress Test to generate any useful business.

#### **Article 6 Use of the Technology Catalogue**

- 6.1. Subscriber Supplier will indicate per technology the module and submodule in which the technology needs to be placed.
- 6.2. Modules and submodules are subject to change. The Subscriber Supplier will be offered the opportunity to request for specific (sub)modules but Deployment Matters reserves the right to add the technology concerned to another (sub)module.
- 6.3. The entry in the Technology Catalogue will make use of a fixed template. Subscriber Supplier will receive a login account. Additional individual user will receive separate personal and non-transferable login details. By using the Technology Catalogue you are agreeing to our user policy which will be available on our website.
- 6.4. Subscriber Supplier is responsible for the content of the entry and shall decide what content will be placed in the Technology Catalogue, with the exception of User reviews.
- 6.5. Deployment Matters has the right to make changes to the template.
- 6.6. Subscriber Supplier agrees that Users can comment on the entered technology, in case this is part of the selected subscription. Deployment Matters will review all reviews before publication, to confirm authenticity and allows Subscriber Supplier a period of 48 hours to review before publication. Deployment Matters has the right to verify the review with other users or experts. At any time, Deployment Matters has the right to remove reviews. Suppliers have the right to respond to user/expert comments.
- 6.7. It is at the sole discretion of Deployment Matters to also place the technology in

- other modules, at no extra cost for the supplier.
- 6.8. Deployment Matters has the right to include without the consent the name of the Subscriber Supplier & company logo on the website, under the title: “These companies are already using the Technology Catalogue”. Such right ends immediately after the end of the subscription by Subscriber Supplier and from that point in time Subscriber Supplier name and company logo shall not be used anymore.
  - 6.9. Subscriber Supplier agrees to be added to the distribution list of the Technology Catalogue and Deployment Matters Newsletter.
  - 6.10. Deployment Matters has the right to use the content of the entry for promotion of the Technology Catalogue, which right however ends at the end of the subscription. After the end of the subscription, Deployment Matters shall not use or apply any information or data of Subscriber Supplier anymore and delete any information or data from the Technology Catalogue.
  - 6.11. Subscriber Supplier agrees that any User of the Technology Catalogue is allowed to make reference to catalogue entries on social media.
  - 6.12. Subscriber Supplier is responsible for timely delivery of content to meet agreed publication date.
  - 6.13. Subscriber Supplier will receive quarterly catalogue analytics data regarding their technologies-in case this is included in the selected subscription scheme.
  - 6.14. Subscriber Supplier hereby grants Deployment Matters a nonexclusive, royalty-free, worldwide license to display the name, logo and content provided by Subscriber Supplier on the Technology Catalogue. Such license immediately ends at termination of the subscription.
  - 6.15. Any data uploaded by the Subscriber supplier will be unpublished within a reasonable period of time after the end of Subscription.
  - 6.16. Unless a legal requirement determines otherwise, all data concerned will be deleted.

#### **Article 7      Availability**

- 7.1. Deployment Matters shall use commercially reasonable efforts to ensure optimal availability of and access to the Web Application. The applicability of any Service Level Agreements must be expressly agreed between parties.
- 7.2. Notwithstanding Article 7.1, Deployment Matters is entitled, without any prior notice, to (temporarily) block or disable access to the Web Application or limit the use thereof insofar as may be reasonably necessary from time to time:
  - a) in order to carry out preventative or regular maintenance and upgrade work;
  - b) in the event of any actual or suspected security breach; and/or
  - c) in the event of any other emergency, all without Subscriber Supplier thereby being entitled to seek compensation from Deployment Matters. Deployment Matters will endeavor to limit these measures to a minimum and, to the extent commercially practicable, inform the Subscriber Supplier in a timely manner.

#### **Article 8      Liability**

Deployment Matters's total liability due to an attributable failure in the performance of the Technology Catalogue or on any legal basis whatsoever, expressly including each and every failure to fulfill any representation or warranty obligation agreed with the Subscriber Supplier, shall be limited to compensation for direct damages (as defined in clause 6:66 of the Dutch Civil Code) up to an amount equaling 100% of all amounts invoiced to and paid by the Subscriber Supplier in the twelve months preceding the event causing such damages. Deployment Matters's total liability for direct loss, on any legal basis whatsoever, shall however never amount to more than EUR 10.000 (ten thousand euros). In all cases, a series of related events shall be considered a single incident for the purposes of these limits.

**Article 9**      **Transfer of rights**

Subscriber Supplier does not have the right to assign its interests in this Agreement to any other party unless the prior written consent of Deployment Matters is obtained.

**Article 10**      **Applicable law**

This Agreement shall be governed by the laws of the Netherlands, and any dispute arising hereunder shall be resolved in the courts of The Hague, the Netherlands.

**Article 11**      **Force majeure**

- 11.1 Neither party is obliged to comply with a contractual obligation, with the exception of a payment obligation, resulting from the Agreement, if compliance is prevented by a force majeure. Force majeure includes but is not limited to: military actions, any acts of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared), the elements, unavailability of or disruptions in telecommunication data network or internet connections, power loss/electrical power outage, delays or failures of Deployment Matters suppliers, transport problems and strikes.
- 11.2 If, at the time the force majeure occurs, Deployment Matters has already partially met its obligations, or if Deployment Matters can only partially meet its obligations as a result of the force majeure, Deployment Matters is entitled to invoice separately for the performance already delivered or the deliverable part of the performance and the Customer is obliged to pay this invoice as if it concerns a separate agreement.
- 11.3 Throughout the duration of the force majeure, Deployment Matters shall be entitled to suspend the fulfilment of its obligations. If this period lasts for more than three months, Deployment Matters shall be entitled to terminate the Agreement with immediate effect by notice and without any obligation to pay the Customer any damages or compensation.