

General Terms and Conditions SpectralP B.V.

These terms and conditions apply to all offers, quotations and other contracts with SpectralP relating to Services or Products and form an integral part of any agreement between SpectralP and Customer. Terms and conditions set by Customer which differ from, or do not appear in, these Terms and Conditions are binding on SpectralP only if and insofar as SpectralP has expressly accepted them in writing.

Art. 1) Offer, quotation and Agreement

- 1.1 All offers made by SpectralP are without obligation unless specifically stated otherwise.
- 1.2 Quotes from SpectralP are valid for the period specified in the quote. If no period is specified, the quotation is valid for 2 (two) weeks from the date the quotation is issued.
- 1.3 The Agreement is formed upon written mutual acceptance regarding the Services and/or Products provided by SpectralP. Examples include signing a written agreement, making a payment, accepting a quotation or placing an order at the SpectralP Website.
- 1.4 Agreements are always entered into for the period agreed upon during the order or stated in the offer.
- 1.5 SpectralP offers pre-paid services. This means that Customer can renew by making payment on time for the next term. If payment is not made within the specified period, SpectralP will assume that Customer wishes to terminate service.
- 1.6 Articles 1.7 and 1.8 only apply when automatic (tacit) renewal of service is agreed in writing between SpectralP and Customer.
- 1.7 *(Only applicable to automatic renewals)*
Unless otherwise stated in the agreement, a notice to cancel the agreement must be given in writing, observing a notice period of 1 (one) month before the end of the agreed period. Notice of cancellation must be given in writing, with the understanding that the notice period will only commence on the day SpectralP receives the notice of cancellation.
- 1.8 *(Only applicable to automatic renewals)*
If Customer is a natural person not acting on behalf of a profession or business, Customer has the right, without giving any reason, to withdraw from the contract within 14 (fourteen) days of its signing, unless SpectralP has already started (preparations to) proceed with the fulfillment of the Agreement.
- 1.9 If Customer has ordered a custom service, such as in any case a dedicated server, colocation package, domain name or a service that is not ordered directly on the site the right of withdrawal expires immediately.

Art. 2) Fees

- 2.1 All rates quoted by SpectralP are in Euros, are exclusive of sales tax (VAT), if applicable, and are invoiced monthly in advance, unless otherwise agreed in writing.
- 2.2 Unless otherwise agreed, the payment term shall be 14 (fourteen) days from the date of invoice.
- 2.3 If Customer fails to pay any invoice from SpectralP within the terms of payment set out in clause 2.2, or fails to comply with any agreement made in accordance with the Agreement or Terms and Conditions, SpectralP reserves the right to:
 - 2.3.1 charge Statutory interest on the outstanding amount;
 - 2.3.2 send reminders and/or warning letters (by mail);
 - 2.3.3 handing over the claim to a collection agency, whereby all collection costs will be charged to Customer; (only applicable to invoices with a requirement to pay - for example, invoiced services where automatic renewal is agreed explicitly between SpectralP and Customer)
 - 2.3.4 suspend the Customer's Services with immediate effect.
- 2.4 If SpectralP has incurred costs due to the customer's actions, it must notify the customer and provide the corresponding invoice.
- 2.5 If Customer reverses and/or cancels a transaction to SpectralP, SpectralP is entitled to charge an administration fee of 27.50 EUR per reversal/chargeback.
- 2.6 All objections by Customer to any invoice from SpectralP or any amount automatically collected by SpectralP must be made in writing to SpectralP within five (5) business days of the invoice date or

direct debit date, after which the amount invoiced or collected shall be deemed to be acknowledged by Customer.

- 2.7 SpectralP may set a limit on the amount of storage space or data traffic per month that Customer may or can use in relation to the Services. If usage is found to be in excess of the allowed monthly limit, SpectralP is entitled to invoice Customer for the costs as set out in the price list.
- 2.8 SpectralP is entitled to adjust pricing at any time. If Customer does not agree to a change in pricing indicated by SpectralP, Customer has the right to terminate the agreement within 8 (eight) business days of being informed of such change.
- 2.9 SpectralP has the right to adjust pricing annually based on inflation. Changes in pricing due to inflationary adjustments do not give the right to terminate the Agreement.

Art. 3) Delivery of the Services and/or Products

- 3.1 The delivery terms specified by SpectralP for the delivery of Services and/or Products are intended as a guide and are indicative. No rights can be derived from these delivery terms.
- 3.2 Customer shall inspect all Services and/or Products delivered for possible defects and shortcomings immediately upon delivery, but no later than within 5 (five) business days of delivery.
- 3.3 All Services and/or Products provided by SpectralP remain the property of SpectralP until Customer has paid in full all amounts owed to SpectralP in connection with the Services and/or Products provided, as well as any interest and/or other costs associated with them.
- 3.4 Delivery will be made as long as stocks last. Customer understands that SpectralP relies heavily on external parties to purchase IP addresses, (server) hardware and data center space to house hardware.
- 3.5 SpectralP's duty to deliver will, subject to proof to the contrary, be fulfilled once the goods supplied by SpectralP are offered to Customer.

Art. 4) Liability of SpectralP

- 4.1 SpectralP's liability for direct losses suffered by Customer as a result of any breach by SpectralP of its obligations under this Agreement, or any wrongful act by SpectralP, its employees or third parties, is limited, on a per event or series of related events basis, to an amount equal to the fees payable by Customer under this Agreement on a monthly basis (excluding VAT). In no event, however, shall the total compensation for direct loss exceed 25% (twenty-five percent) of the total amount excluding VAT per year, subject to a maximum of €2,500 (twenty-five hundred).
- 4.2 SpectralP's liability for indirect damages, including consequential damages, lost profits, lost savings, loss of (business) data, damage due to business interruption and other indirect damages is excluded.
- 4.3 SpectralP's liability for attributable failure in the performance of the Agreement only arises if Customer provides SpectralP with an immediate and proper written notice of default, setting a reasonable period to remedy the failure, and SpectralP continues to fail attributable in the performance of its obligations after this period. The notice of default must give as detailed a description as possible of the failure, so that SpectralP is able to respond adequately.
- 4.4 SpectralP is not liable for damages caused by circumstances beyond its control.
- 4.5 For any right to compensation to exist, Customer must always report the damage in writing to SpectralP within 5 working days of its occurrence.
- 4.6 Customer shall indemnify SpectralP against all third party claims for liability arising from any defect in the Service supplied by Customer to a third party which included items, materials or results supplied by SpectralP.
- 4.7 SpectralP will not provide any compensation if any service is suspended and/or terminated by SpectralP for any reason, or any consequential damages thereof.
- 4.8 In the event of excessive use by third parties (for example, as a result of a DDoS attack), SpectralP reserves the right to temporarily interrupt service. In this case, all warranties expire.

Art. 5) Force Majeure

- 5.1 Neither party shall be obliged to perform any obligation if prevented from doing so as a result of force majeure. Force majeure shall in any case include: war (danger of war), riots, strikes, acts of war, fire, water damage, flooding, atmospheric conditions, prolonged power outages, adjustments

or maintenance to the telecommunications network and/or electricity network of others, cable breaks, attacks on a network/server including DDoS and DoS, failures in the networks important to SpectralP, failures in communicative connections including telecommunications connections or prevention or refusal/long-term absence of performance by suppliers on whom SpectralP depends in the performance of its work.

Art. 6) Maintenance, management and software-level support

- 6.1 Services and/or Products provided by SpectralP are provided without application level support (software basis), unless otherwise agreed in writing.
- 6.2 If SpectralP performs application level (software based) support (on request), an hourly rate of €60 (sixty euros) will be charged unless otherwise agreed.

Art. 7) Prohibited Activities

- 7.1 Article 7 applies to all of our Services and Products.
- 7.2 SpectralP has the right at all times to suspend the Customer's Services in the case of (suspected) (in)direct misuse of the Service and to charge additional fees and/or costs for this.
- 7.3 All purposes which in any case fall under prohibited activities are listed in article 7.3 and can be expanded with additional documents on the SpectralP website. If there is any doubt as to whether a particular activity is not included in this article, it is up to SpectralP to assess whether this activity is prohibited or not.
 - 7.3.1 Customer is prohibited from using the Services as a (D)Dos network, sending excessive emails (spam purposes) or activities that have affinity with this
 - 7.3.1.1 To prevent blacklisting by spam complaints, SpectralP may block outgoing mail traffic on its servers. If Customer wants to send legitimate (business) mail Customer can submit a request and SpectralP will allow the mail traffic.
 - 7.3.1.2 SpectralP makes no guarantees at all times as to whether or not mail traffic will be allowed.
 - 7.3.1.3 Marketing via email is not considered legitimate business mail traffic.
 - 7.3.2 Customer is prohibited from using the Services to scam.
 - 7.3.3 Customer is prohibited from using the Services to disclose legally criminal material and/or use it for legally criminal acts/purposes.
 - 7.3.4 Customer is prohibited from using the Services to host material that is/are protected by copyright.
- 7.4 Customer is and will remain responsible for all content, activities and uses on the SpectralP Services and/or Products provided to Customer.
- 7.5 Customer is not permitted to modify BMC and/or IPMI data on servers owned by SpectralP. If this is found to be the case, € 50 per server will be charged to cover repairs. Guarantees regarding uptime (as described in the SLA) during the restore are void.

Art. 8) Confidentiality

- 8.1 Without prejudice to the powers granted to Customer in the Agreement and General Terms and Conditions, both parties shall keep Confidential Information confidential, regardless of whether it has been communicated in writing or verbally.
- 8.2 Except with the prior written permission of the other party, each party will not make information and data carriers available to third parties outside the framework of what is allowed in the Agreement and/or General Terms and Conditions, and will only disclose information and data carriers to its staff to the extent permitted and necessary for the performance of the agreed performance.
- 8.3 The parties will require their staff and any third parties in writing to comply with these confidentiality provisions.
- 8.4 Customer will not disclose any communication with SpectralP and will not give it to a third party. This includes conversations, email exchanges, support/sales/administration tickets, quotes, (chat) conversations etc.
- 8.5 Neither party will mention the details of the Agreement and/or Terms and Conditions in publications or advertising without the written consent of the other party.

Art. 9) Other provisions

- 9.1 Op de Overeenkomst en Algemene Voorwaarden is het Nederlands recht van toepassing.
- 9.2 Unless otherwise stipulated by mandatory law, all disputes arising from the Agreement will be submitted to the competent Dutch court for the district in which SpectralP has its registered office.
- 9.3 If any provision of the Agreement proves to be invalid, this will not affect the validity of the entire Agreement. The parties will in that case adopt (a) new provision(s) by way of replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as is legally possible.
- 9.4 Information and notices, including price indications, on the SpectralP Website are subject to programming and typographical errors. In the event of any inconsistency between the SpectralP Website and the Agreement, the Agreement prevails.
- 9.5 The parties shall always inform each other in writing without delay of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro account number.
- 9.6 Obvious errors in the offer do not bind SpectralP.
- 9.7 If the Client registers a domain name, the Client agrees to the "General Terms and Conditions for .nl Domain Name Holders" found at : <https://www.sidn.nl/overnl/domeinnaam-aanvragen/algemene-voorwaarden/>
- 9.8 For other domain names, the Terms and Conditions of the relevant extension apply to the relevant domain name registered with SpectralP.
- 9.9 If SpectralP needs to carry out additional work, for example as a result of an action by Customer, an hourly rate of €60 (sixty euros) will be charged unless otherwise agreed.

Art. 10) Definitions of terms

SpectralIP: the private company SpectralP B.V., registered with the Chamber of Commerce trade register (in the Netherlands) under file number 70348677.

SpectralIP Website: SpectralP's website, accessed at www.spectraip.net

Services: any work or other activity provided to Customer by SpectralP in accordance with a quotation, offer, agreement or other legal act.

Customer: the natural or legal person to whom SpectralP's offer is addressed, with whom SpectralP has entered into the Contract or for whose benefit the legal act is/will be performed, pursuant to which Services or Products are provided to such party.

Agreement: the mutual acceptance, confirmed in writing by SpectralP and Customer, in respect of SpectralP's Services and/or Products. Orders placed via the SpectralP Website expressly include.

Products: all movable property which is the subject of any offer, quotation, agreement or other legal act in the relationship between SpectralP and Customer.

Writing: correspondence by letter, SpectralP ticket system or email.