

SmartLockr API General Terms and Conditions

These API General Terms and Conditions (“API GTC”) describe the rights and responsibilities of SmartLockr development partners when accessing and using the SmartLockr API Service. “We”, “us” or “our” as used in these API GTC refers to SmartLockr B.V. H.J.E Wenckebachweg 123, 1096 AM Amsterdam Chamber of Commerce number 61781614. These API GTC apply to our offers and are a part of each agreement that we may enter into with you concerning your access our API. “You” is the SmartLockr development partner that has been presented with an offer for accessing our API or with whom we have entered into an agreement.

1. Definitions

The terms used in these API GTC or elsewhere in the Agreement shall have the meaning assigned to them below.

- 1.1 “Agreement”: the Order Form combined with these API GTC.
- 1.2 “Admin Portal”: the SmartLockr Administrator Portal provided by us at: <https://admin.smartlockr.eu>.
- 1.3 “API Service”: our remote delivery to you of the Functionality by means of an API, including related Support and Documentation.
- 1.4 “API”: Application Programming Interface.
- 1.5 “Applicable Data Protection Law” means all laws and regulations and sectoral recommendations containing rules for data protection and privacy which are applicable to the processing of Personal Data (e.g. the General Data Protection Regulation 2016/679/EC), including without limitation security requirements.
- 1.6 “Application”: your proprietary online software application or mobile app in which you intend to incorporate the Functionality, including the hard- and software platform that you use to host it.
- 1.7 “Business Days”: Monday to Friday, except national holidays in the Netherlands, provided that the fifth of May is a national holiday once in five years.
- 1.8 “Business Hours”: hours on Business Days between 08.30 and 17.30 (Dutch time).
- 1.9 “Deficiency”: each specific situation whereby the Functionality is not provided in accordance with the Documentation.
- 1.10 “Documentation”: the technical and user documentation concerning the API Service provided to you via the SmartLockr admin portal.
- 1.11 “Effective Date”: the start date of the Term as indicated on the Order Form.
- 1.12 “End-User”: an end-user of your Application.
- 1.13 “Functionality”: the capability to safely send encrypted e-mail with associated (large) data files. The administrator portal will enable you to monitor the use of the API Service. Monitoring is conducted by means of logging, filters on file type and email addresses and the availability of transmitted data for the recipient. A full overview of the Functionality that is provided by the API Service is described in the Documentation.
- 1.14 “Incident”: this is the situation whereby the API Service does not work in accordance with the Documentation.
- 1.15 “Intellectual Property Rights”: means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents and rights in designs).
- 1.16 “Order Form”: the order form that you have signed or have accepted electronically (click to accept) to convey your order for the provision of the API Service by us to you.
- 1.17 “Permitted Purpose”: sending digital files in a secure manner.
- 1.18 “Platform”: the SmartLockr Data Protection Platform; the software platform that is used by us to provide you with the API Service.
- 1.19 “Response Time”: our initial response time to your Incident report. This time starts running from the date of our receipt of your report presuming that you have correctly issued it to us.

- 1.20 *"SmartLockr API"*: the API that we utilize to provide you with our API Service.
- 1.21 *"Support"*: this is where we provide you during Business Hours with information and advice on the use of API Service, including the provision of help with the investigation into causes, including Defects, that prohibit the undisturbed use of the API Service.
- 1.22 *"Term"*: the term of the Agreement. This is the term for which you have acquired a license from us to use the API Service and is indicated in the Order Form.
- 1.23 Website: <http://www.smartlockr.eu> and related sub domains, if any.

2. Applicability and interpretation

- 2.1 These API GTC apply to and form part of every act relating to the preparation, formation or performance of the Agreement. The Agreement is formed by your acceptance of the Order Form and our subsequent confirmation to you of our receipt of your accepted Order Form. You accept the Order Form online when you click to accept it or offline by signing it and returning it to us.
- 2.2 Deviations of and Schedules to the Agreement are only valid if these have been agreed upon in writing.
- 2.3 If there are any contradictions between the various documents, the following order of preference applies:
 - a. the Order Form (signed or accepted electronically);
 - b. these API GTC.
- 2.4 We may unilaterally change these API GTC. If we do so we will inform you by email of our intention to do so at least three (3) months prior to the renewal date of the Agreement. If you continue your use of the API Service after you have received our notification, you will be deemed to have accepted the changed API GTC. Otherwise your only recourse is to terminate the Agreement on the renewal date free of charge.

3. Proposal and acceptance

- 3.1 All our offers are non-binding, unless the offer contains an express term for acceptance.
- 3.2 You must timely provide us with all (technical) information, decisions and information that are reasonably necessary for our performance of the Agreement. We are not responsible if you provide us with incorrect or incomplete information. We may suspend our performance of the Agreement when you fail to provide us with correct and complete information in a timely fashion.

4. Cooperation

- 4.1 We will apply reasonable commercial efforts to meet the agreed upon dates and terms. All dates and terms are always indicative, unless it is expressly stated in the relevant document that we have intended to provide you with a fatal date (fatale termijn).

5. The API Service

- 5.1 Your Application needs to meet the technical and functional requirements detailed for your Application in the Documentation. If your Application does not meet these technical and functional requirements you may not access the SmartLockr API and use the API Service. We may change the requirements for your Application in the Documentation during the Term. If we do so, we will notify you of the changed Documentation no later than 3 months in advance of the date on which these changes will take effect. You will confirm to us by e-mail that you have subsequently updated your Application to the new requirements no later than this date. Your failure to do so in a timely manner entitles us to terminate the Agreement without cost to us.
- 5.2 You will integrate the Functionality into your Application in accordance with the access- and integration flow that we have described in the Documentation. This flow includes a requirement for you to run a successful integration test using our separate test environment on the Platform that we shall make available to you for this purpose. When you have performed a successful integration test, you will send us the associated test results to us by e-mail. Upon our validation of your test results we will release the product API access token for the SmartLockr API to you in the Admin Portal. You may then use the token to integrate the Functionality with your Application.

- 5.3 On the condition that you have successfully completed the integration test, we hereby grant you a non-exclusive license for the duration of the Term to access the SmartLockr API and use the API Service for the purpose of incorporating the Functionality into your Application. Your license includes a right to provide a license to use the Functionality to End-Users as part of a commercial license for the Application.
- 5.4 The license that we grant to you is subject to your compliance with the following obligations:
- You shall access the SmartLockr API, use the API Service and maintain your Application strictly in accordance with the Documentation;
 - You shall comply with the use restrictions provided for in article 7; and
 - You shall otherwise comply with these API GTC.
- 5.5 Any use of the API Service by means of your API token or any use of your access credentials to the Admin Portal is for your responsibility and risk. If you know or suspect that your API token or access credentials have been compromised, you are required to inform us immediately.
- 5.6 We shall provide you with an availability for the API Service of 99.95%. The API Service is available if you can submit API calls to the SmartLockr API and the connected API Service component is delivered to you in response to such submission. The actual availability of the API Service is calculated by us per calendar quarter in accordance with the following formula. AST stands for Agreed Service Time, the period during which the API Service is supposed to be available and DT stands for downtime:

$$Availability = \frac{AST - DT}{AST} \times 100\%$$

Our calculated availability percentage over any calendar quarter is made available to you on request. If the actual availability drops beneath 99,95% in two consecutive calendar quarters, you are entitled to terminate the Agreement without cost. This is your sole remedy.

6. Support and Maintenance

- 6.1 As part of our Support we will enable you to contact us via email and telephone for queries related to your use of the API Service or for reporting Incidents to us. Our Support Email and telephone contact details are displayed on the Website. Our standard Response Times are displayed on the Website.
- 6.2 When you report an Incident you will need to provide us with the information that we may reasonably need to be able to replicate the error in the Platform.
- 6.3 We may elect to provide a work-around to solve an Incident if resolving the error that caused the Incident will likely have a negative impact on the Functionality.
- 6.4 If we feel that a reported Incident has been caused by your failure to observe the Documentation or your any other breach of these API GTC, we will communicate this you. Such an Incident is not covered by Support. If you then still want us to resolve the Incident, we may charge you a fee per hour at our then current rates to do so.

7. Customer Obligations

- 7.1 You agree that you shall not use the API Service or try to access the SmartLockr API, or allow End-Users to do so:
- in any manner that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform. More specifically, you may not use the API Service in a manner that has an adverse effect on the use of API Service for other SmartLockr development partners or causes a system- and network load on the Platform that is higher than that of an average user of the API Service;
 - in any way that is unlawful, fraudulent or harmful;
 - to promote or distribute any viruses, Trojans, worms, root kits, spyware, [adware] or any other harmful software, programs, routines, applications or technologies;
 - to promote or distribute any software, programs, routines, applications or technologies that will or may

negatively affect the performance of a computer or introduce significant security risks to a computer; and/or
e) for bulk e-mailing purposes, e.g. spam.

7.2 Your violation of article 7.1 entitles us to suspend your use of the API Service. We may suspend your use if we have reasonable arguments to support a claim that you have violated your obligations pursuant to article 7.1 and that the nature of your violation is of such a nature that it legitimizes our suspension. If we decide to suspend your use of the API Service, we will notify you of our decision and provide you with the opportunity to cure your violation within a reasonable term as provided for in the notification.

8. Intellectual Property Rights

8.1 We guarantee that we have all the necessary rights for providing you with the API Service.

8.2 The Intellectual Property Rights in the Platform shall remain with us or with our suppliers, you shall only receive a right to access the Platform and subsequently use the Functionality, as described in the Agreement or agreed upon otherwise in writing.

8.3 You are not allowed to remove or amend from the Platform any indication regarding an Intellectual Property Right, including notices regarding the confidential nature and secrecy of information contained in the Platform.

8.4 We may take technical measures to secure the API Service. If we have done so you may not remove or evade such security. Technical measures shall not prohibit you to exercise mandatory statutory use rights with respect to the API Service.

8.5 We may freely use insights and other learnings gained by us and by our personnel in the course of our performance of the Agreement, provided that such use does not breach any of your proprietary rights.

8.6 You may identify the incorporation into your Application to End-Users by a designation that references SmartLockr, e.g. "*SmartLockr inside*". Any such designation and the form in which it is displayed to End-Users requires our prior approval.

9. Fees, invoicing and payment

9.1 All applicable license fees are listed in the Order Form and are exclusive of VAT. Fees are based on the volume and type of use of the API Service, e.g. fee per block of e-mail send via the API Service.

9.2 We may increase the agreed prices and tariffs annually, effective January 1st. We will inform you of an intended price increase no later than 31st October of the preceding year. If you do not agree with the intended price increase, the only remedy available to you is a cost-free termination of the Agreement.

9.3 You shall pay any payable amounts to us within 14 (fourteen) days after the invoice date.

9.4 If you dispute the invoice(s), this dispute will not affect your obligation to pay the undisputed part of the invoice(s).

9.5 If you do not pay the invoiced amounts within the payment term, the statutory interest on the outstanding amount shall be owed you without any prior notice of default being required, unless you have disputed the invoice within 10 (ten) days of the invoice date. If you fail to pay the invoice, we may claim compensation for extrajudicial collection costs at a percentage of at least 15% of the total invoice amount, in addition to the statutory interest.

9.6 If have you are overdue with the payment of two subsequent invoices, we may suspend your access to the SmartLockr API, provided that we have informed you of our intention to do so in writing (including email) and you have been granted at least 5 (five) Business Days to fully meet your payment obligations, i.e. including statutory interest, extrajudicial and other costs.

10. Duration, termination, extension and exit

10.1 The Agreement shall enter into force on the Effective Date.

10.2 The Agreement is concluded for an initial Term of one (1) year and will be automatically renewed for successive periods of one (1) year, provided neither you nor we have terminated the Agreement by registered letter no later than three (3) months before the renewal date.

10.3 You and we may:

a) terminate the Agreement with immediate effect in writing (including email) if the other party fails to fulfill its

obligations under the Agreement and continues such failure after notice to the other party granting him a reasonable time limit in order to meet its obligations.

- b) without any further notice being required, terminate the Agreement outside of court by means of a registered letter with immediate effect if the other party applies for a moratorium on payments or a such a moratorium is granted; the other party requests or is declared bankrupt; the company of the other party is liquidated or terminated other than for the purpose of merger of companies; a substantial part of the assets of the other party or the infrastructure and/or the computer software related to the performance of the Agreement is seized, or the other party can no longer be deemed to fulfil the obligations under the Agreement.
- 10.3 If the Agreement is terminated by you pursuant to article 10.2, you are entitled to continue the use of the Functionality, for two (2) consecutive months against a reasonable fee to be determined by us and to be prepaid by you.
- 10.4 All your rights expire upon termination of the Agreement, except as provided for in article 10.3.
- 10.5 Unless provided otherwise, the obligations which by their nature are intended to continue also after termination of the Agreement, remain valid after its termination. The provisions on confidentiality, liability, intellectual property rights, applicable law and jurisdiction extend beyond the termination of the Agreement.

11. Our performance

- 11.1 We shall perform the API Service with care and to the best of our ability, in accordance with the Agreement. We will do our best to provide you with the Services unless and insofar as we have expressly promised a specific result in the Agreement and the result has been defined with sufficient determinability.
- 11.2 The API Service and the Platform shall work substantially in accordance with the Documentation.
- 11.3 We may temporarily suspend your access to the SmartLockr API if this suspension is required for scheduled maintenance purposes. Scheduled maintenance will be announced by us in the Admin Portal.

12. Indemnification

- 12.1 You shall indemnify us and hold us harmless for any claim made by or behalf of end-users that relates to the use of the End-User of the Functionality as part of the End-User's use of the Application.

13. Limitation of Liability

- 13.1 Our aggregate liability for our attributable breach of the Agreement is limited to us remunerating you for your resulting direct financial loss up to a maximum of the fees (excluding VAT and other government levies) received by us from you in the 12 months immediately before the month in which the harmful event occurred. Direct financial damages are made up solely of:
- a) Reasonable expenses you would have to incur to ensure that we would not be in breach of the Agreement; these expenses however are not reimbursed if the Agreement is dissolved by you or on behalf of you.
 - b) Reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to direct financial loss within the meaning of these terms.
 - c) Reasonable costs incurred to prevent or mitigate damages, insofar as you can demonstrate that these expenses resulted in mitigation of direct damages within the meaning of these terms.
- 13.2 Liability for damages other than those mentioned in article 13.1, including but not limited to consequential damages, lost profits, lost savings, loss of data and loss due to business interruption, are explicitly excluded.
- 13.3 The aforementioned limitations of liability do not apply:
- a) if there is a claim for damages followed by death or bodily injury;
 - b) if the damages have been the direct result of our gross negligence or willful intent.
- 13.4 Damage as mentioned in article 13.1 shall, as soon as possible but no later than two (2) weeks after the occurrence, be reported to us in writing or by email. Any damage that has not been brought to our attention within such period, shall not be recoverable by you.

14. Force majeure

- 14.1 If we fail to fulfil any obligation under the Agreement by reasons of force majeure, you may, after a period of no less than thirty (30) days has lapsed, terminate the Agreement by means of a registered letter. If you do so you will not be liable to us for any associated compensation. For any Services performed by us up to the date of termination, for which the fee has not yet been invoiced to you, we may send you an invoice which you will pay in accordance with these API GTC.
- 14.2 In any event we may claim force majeure if one of the following circumstances have arisen: non-attributable failures of suppliers, loss of data, power failures, failures in the telecommunications infrastructure, license refusals, (distributed) denial of service attacks and/or loss of network connections.

15. Confidentiality

- 15.1 Without your express prior written consent, we shall not make available to any third parties files that are processed by means of the Platform including the details of the sender and recipient of the file (collectively "Confidential Information"). Confidential Information shall only be made available to our employees on a strict need to know basis and to the extent that such availability is required to be able to perform the agreed Service. We may disclose Confidential Information if we are obliged to do so by law. When legally possible we will inform you of such disclosure in advance to enable you to object to it.

16. Protection of Personal Data

- 16.1 We will process Personal Data in accordance with our privacy statement and Applicable Data Protection Laws.

17. Transfer of rights and obligations

- 17.1 You may not transfer your rights and obligations out of this Agreement to third parties without our written consent.
- 17.2 We may always transfer the rights and obligations arising under the Agreement.
- 17.3 In the performance of the Agreement, we may use the services of third party, either as a subcontractor or through temporary hiring of personnel. Our right does not affect our responsibility for the performance of our obligations pursuant to the Agreement.

18. Applicable law and dispute resolution

- 18.1 The Agreement is governed by Dutch law.
- 18.2 Any disputes that may arise in relation to or from the Agreement will be submitted to competent court in Amsterdam.