

Codenecting

ARTICLE 1 – GENERAL

1.1. These Terms and Conditions shall apply to all offers and Agreements whereby Codenecting V.O.F. supplies goods and/or services of any kind to a Client, even if such goods or services are not (further) described in these Terms and Conditions. Deviations from these Terms and Conditions shall only be valid if expressly agreed upon in writing by the parties.

1.2. These Terms and Conditions shall also apply to all Agreements with the Client, for the execution of which third parties need to be involved by Codenecting V.O.F.

1.3. All offers by Codenecting V.O.F. are without obligation, unless expressly stated otherwise in the offer.

1.4. The applicability of any sales, purchase, delivery, or other conditions of a Client is expressly rejected by Codenecting V.O.F.

1.5. If any provision of these Terms and Conditions is null and void or is declared null and void, the other provisions of these Terms and Conditions shall remain in full force and effect and Codenecting V.O.F. and the Client shall enter into consultation in order to agree on new provisions to replace the null and void provisions, taking into account the objective and scope of the null and void provision as much as possible.

ARTICLE 2 – OFFERS AND QUOTATIONS

2.1. All offers made by Codenecting V.O.F. are without obligation, unless a deadline for acceptance is specified in the offer.

2.2. The quotations made by Codenecting V.O.F. are without obligation; they are valid for a period of fourteen (14) days, unless otherwise indicated. Codenecting V.O.F. is only bound by the quotations if acceptance thereof by the Client is confirmed in writing or electronically within fourteen (14) days, unless otherwise indicated.

2.3. The prices in the aforementioned offers and quotations are in Euros and are exclusive of turnover tax and other government levies, as well as any costs to be incurred in connection with the Agreement, including any shipping and handling costs, unless otherwise indicated.

2.4. A composite quotation does not oblige Codenecting V.O.F. to perform part of the assignment at a corresponding part of the quoted price.

ARTICLE 3 – CONCLUSION OF THE AGREEMENT

3.1. An agreement between Codenecting V.O.F. and the Customer is concluded after registration by the Customer and acceptance/confirmation thereof by Codenecting V.O.F. The confirmation is deemed to accurately reflect the agreement, unless written objection is made within seven (7) days of receipt of the confirmation.

3.2. Registration by the Customer is done by completing the designated application or order form in writing or online, thereby accepting these Terms and Conditions, which have been sent to the Customer together with the application or order form or to which Codenecting V.O.F. refers online on its website (www.codenecting.com).

3.3. However, Codenecting V.O.F. reserves the right to refuse a Customer for its own compelling reasons. Codenecting V.O.F. is not obliged to provide a statement regarding the reason for the refusal.

3.4. After an agreement between Codenecting V.O.F. and the Customer has been concluded, Codenecting V.O.F. provides the Customer, if applicable, with a Password and a Username.

3.5. The Username, in combination with the Password, serves as an electronic signature or electronic identification and electronic legitimization of the Customer for access to the Services and for the purchase of products offered by Codenecting V.O.F.

3.6. The rights arising from an agreement cannot be transferred by the Customer to third parties.

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ARTICLE 4 – EXECUTION OF THE AGREEMENT

4.1. Codenecting V.O.F. shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good professional practice, based on the then-known state of science and the qualifications agreed upon by the parties.

4.2. To the extent necessary for a proper execution of the agreement, Codenecting V.O.F. shall have the right to have certain activities performed by third parties.

4.3. The Client shall ensure that all data, which Codenecting V.O.F. indicates are necessary or which the Client reasonably understands are necessary for the execution of the Agreement, are provided to Codenecting V.O.F. in a timely manner. If the data necessary for the execution of the Agreement are not provided to Codenecting V.O.F. in a timely manner, Codenecting V.O.F. shall have the right to suspend the execution of the Agreement and/or charge the Client the additional costs resulting from the delay according to the usual rates.

4.4. If it has been agreed that the agreement shall be executed in stages, Codenecting V.O.F. may suspend the execution of those parts belonging to a subsequent phase until the Client has approved and/or paid for the results of the preceding phase in writing, with payment being deemed as acceptance in accordance with the instructions of what has been delivered.

4.5. If Codenecting V.O.F. or third parties engaged by Codenecting V.O.F. perform activities on the Client's premises or on any other location designated by the Client in the context of the Agreement, the Client shall provide, at no cost, the facilities reasonably required by those employees.

4.6. The Client shall indemnify Codenecting V.O.F. against any claims by third parties that suffer damage in connection with the execution of the Agreement and which are attributable to the Client.

ARTICLE 5- AMENDMENT OF THE AGREEMENT

5.1. If the Client wishes to make additions, additional deliveries or modifications during the execution of the Agreement, Codenecting V.O.F. may, at its sole discretion, consider it as additional work to be charged to the Client at the usual rate. However, Codenecting V.O.F. is not obliged to comply with such a request for additional work by the Client and may require a separate agreement to be entered into for the additions, additional deliveries, or modifications.

5.2. If it appears during the execution of the Agreement that it is necessary to change or supplement the work to be performed for proper execution, the Parties shall adjust the Agreement accordingly in a timely and mutual manner.

5.3. If the Parties agree to amend or supplement the Agreement, the completion time of the work may be affected. Codenecting V.O.F. shall inform the Client of this as soon as possible. In the event referred to in Clause 5.1, the Client accepts, upon making the request for additional work, that the completion time and/or the continuity of the work and/or mutual responsibilities may be affected.

5.4. If the amendment and/or supplement to the Agreement will have financial and/or qualitative consequences, Codenecting V.O.F. shall inform the Client of this in advance.

5.5. If a fixed price has been agreed, Codenecting V.O.F. shall indicate the extent to which the amendment or supplement to the Agreement will result in exceeding this price.

5.6. Notwithstanding Clause 5.4, Codenecting V.O.F. shall not be entitled to charge any additional costs if the amendment or supplement is a result of circumstances that can solely be attributed to Codenecting V.O.F.

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ARTICLE 6 – DURATION OF THE AGREEMENT

- 6.1. The Agreement is entered into for the period agreed upon by the parties, failing which the Agreement is deemed to have been entered into for a duration of one (1) year.
- 6.2. If a deadline has been agreed upon for the completion of certain work during the term of the Agreement, this is never a fatal deadline. In the event of exceeding the execution period, the Customer must therefore notify Codenecting V.O.F. in writing.
- 6.3. The duration of the Agreement is automatically extended for the duration of the originally agreed upon period, unless the Customer or Codenecting V.O.F. terminates the agreement in writing, with due observance of a notice period of two (2) months before the end of the respective period.

ARTICLE 7 – PRICES AND RATES

- 7.1. The Customer is obliged to pay fees to Codenecting V.O.F. for the Services and/or products purchased by the Customer, according to the established rates and/or prices. The rates may consist of one-time amounts and/or periodic amounts. All amounts are stated in Euros and exclude value-added tax and other government levies, as well as any costs that may be incurred in connection with the Agreement, including shipping and administration costs, unless otherwise indicated.
- 7.2. Codenecting V.O.F. is authorized to increase the prices and rates for the products and Services it provides after providing written notice to a Customer and observing a six (6)-week notice period. Price reductions are implemented upon contract renewal. Unless otherwise agreed, the rates and prices may be changed by Codenecting V.O.F. twice per calendar year.
- 7.3. If Codenecting V.O.F. agrees with the Customer on a fixed price or a fixed (hourly) rate, Codenecting V.O.F. is nevertheless entitled to increase this fixed price or fixed (hourly) rate. Codenecting V.O.F. may pass on price increases if it can demonstrate that significant price changes have occurred between the time of the offer and delivery, such as with respect to wages. Furthermore, Codenecting V.O.F. may increase a fixed price if it becomes clear during the performance of the work that the originally agreed or expected amount of work was significantly underestimated at the conclusion of the Agreement, and this cannot be attributed to Codenecting V.O.F. itself, such that it cannot be reasonably expected of Codenecting V.O.F. to perform the agreed work at the originally agreed fixed price.
- 7.4. Codenecting V.O.F. will notify the Customer in writing of its intention to increase the fixed price or fixed (hourly) rate. Codenecting V.O.F. will specify the extent and date on which the increase will take effect. If the price or rate increase is 15% or more, the Customer may terminate the Agreement in writing within seven (7) days after the notification by Codenecting V.O.F. of the date on which the price or rate adjustment will take effect.
- 7.5. The parties may agree that if the data traffic exceeds the agreed limit in the Agreement ("data limit"), the Customer will owe a fee to Codenecting V.O.F. as determined in the Agreement. Codenecting V.O.F. will inform the Customer in a timely manner if the data traffic is likely to exceed the agreed limit in the Agreement.

ARTICLE 8 – PAYMENTS

- 8.1. The Customer is obliged to pay for Codenecting V.O.F.'s Services in advance on a quarterly, yearly, biennial or otherwise agreed upon basis. Payment for Codenecting V.O.F.'s Services is only due from the date on which Codenecting V.O.F. has notified the Customer that the relevant Services are ready for use. If the availability of the Services is prevented by circumstances attributable to the Customer, such as insufficient access to the location where a Network connection point and/or Peripheral Devices must be installed, payments are due

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from the date on which, solely at the discretion of Codenecting V.O.F., availability could have taken place if sufficient access had been granted.

8.2. Payment of invoices sent by Codenecting V.O.F. must be made within thirty (30) days, unless expressly agreed otherwise. Objections to the amount of the invoices do not suspend the Customer's payment obligation. The Customer is not allowed to set off any amount or to offset it against what the Customer owes to Codenecting V.O.F.

8.3. If the Customer does not pay the amounts due within the agreed period or the period of thirty (30) days, the Customer is automatically in default without further notice of default. The Customer is then liable for interest of one percent (1%) per month, unless a higher legal interest rate applies, in which case this legal interest rate will be charged. The interest on the amount due and payable will be calculated from the moment the Customer is in default until the moment of full payment. The applicable legal provisions on default interest will apply.

8.4. In case of liquidation, bankruptcy, attachment, suspension of payment or application of the Natural Persons Debt Restructuring Act to the Customer, the claims of Codenecting V.O.F. on the Customer become immediately due and payable.

8.5. Codenecting V.O.F. has the right to credit the payments made by the Customer in the first place against the costs, then against the interest due and finally against the principal sum and the current interest. Codenecting V.O.F. may refuse an offer of payment without thereby being in default, if the Customer designates a different order for the allocation. Codenecting V.O.F. may refuse full repayment of the principal sum if the Customer does not also pay the interest due and the costs.

8.6. If the Customer is in default or in breach of its payment obligations, Codenecting V.O.F.'s claim can be handed over to third parties for collection, in which case the Customer is also obliged to pay all reasonable costs incurred by Codenecting V.O.F. to obtain payment out of court, including the costs incurred by Codenecting V.O.F. to collect amounts internally. In any case, in the event of a monetary claim, the Customer is obliged to pay collection costs to Codenecting V.O.F., which are determined at fifteen percent (15%) of the total amount due.

8.7. Any reasonable judicial and execution costs incurred by Codenecting V.O.F. will also be fully borne by the Customer.

8.8. If the Customer, after being notified in writing or electronically by Codenecting V.O.F. of a further period of thirty (30) days for performance, still fails to fulfill his payment obligations to Codenecting V.O.F., Codenecting V.O.F. is entitled to suspend the access to the Services of Codenecting V.O.F.

ARTICLE 9 – TERMINATION OF THE AGREEMENT

9.1. The Agreement can only be terminated in writing at the end of the term referred to in ARTICLE 6.1, subject to a notice period of two (2) months. Early termination is not possible.

9.2. The termination is only considered timely if it is received by Codenecting V.O.F. in a timely manner, that is, before two (2) months before the end of the term referred to in ARTICLE 6.1.

ARTICLE 10 – SUSPENSION AND DISSOLUTION OF THE AGREEMENT

10.1. Codenecting V.O.F. is authorized to suspend the performance of its obligations with immediate effect or to dissolve the Agreement, without judicial intervention, with immediate effect if:

(a) the Client fails to fulfill (one of) his obligations under the Agreement(s) or does not fully comply with them;

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(b) circumstances have come to the attention of Codenecting V.O.F. after the conclusion of the Agreement that give good reason to fear that the Client will not fulfill his obligations.

If there is good reason to fear that the Client will only partially or improperly fulfill his obligations, suspension is only permitted to the extent that the failure justifies it;

(c) the Client was requested to provide security for the fulfillment of his obligations under the agreement at the time of the conclusion of the Agreement, and this security is not provided or is insufficient. As soon as security has been provided, the authority to suspend lapses unless compliance has been unreasonably delayed as a result.

10.2. In the event of liquidation, bankruptcy, attachment, suspension of payment or the application of the Natural Persons Debt Restructuring Act to the Client or otherwise the loss of his power of disposal and/or legal capacity with regard to his assets or parts thereof, Codenecting V.O.F. is also authorized to suspend the performance of its obligations with immediate effect or to dissolve the Agreement, without judicial intervention, with immediate effect. Codenecting V.O.F. will give a curator a reasonable period of 7 days, after which the curator must have indicated that the estate will fulfill the agreement at the latest. If this fails to happen, Codenecting V.O.F. is authorized to terminate the agreement immediately, without being liable for damages.

10.3. Codenecting V.O.F. is authorized to terminate the Agreement if circumstances arise that are of such a nature that compliance with the Agreement is impossible or can no longer be demanded in accordance with the standards of reasonableness and fairness, or if circumstances arise that are of such a nature that the unmodified maintenance of the Agreement can no longer be expected reasonably or is not permitted.

10.4. A Client has the right to terminate the Agreement with Codenecting V.O.F. prematurely if Codenecting V.O.F. fails to fulfill its obligations under the Agreement with the client or resulting from these Terms and Conditions, but not before the Client has given Codenecting V.O.F. written notice of default, setting a reasonable period for remedying the breach, and Codenecting V.O.F. fails to fulfill its obligations within that period.

10.5. In the event of termination of the Agreement, Codenecting V.O.F.'s claims against the Client become immediately due and payable. If Codenecting V.O.F. suspends the performance of its obligations, it retains its rights under the law, the Agreement, and these Terms and Conditions.

10.6. Codenecting V.O.F. always retains the right to claim compensation from the Client.

10.7. At the termination of the agreement(s), Codenecting V.O.F. will inform the Customer of the date on which the agreement(s) will be terminated. After the termination date, the Customer's space on the internet will be removed, their access code will be blocked, and the domain name will be cancelled. Codenecting V.O.F. will cooperate with the transfer of the domain name until the termination date, provided that the Customer has fulfilled all obligations towards Codenecting V.O.F. After the termination date, all consequences and costs arising from the use of the website and domain name will be the responsibility and risk of the Customer.

ARTICLE 11 - LIABILITY

11.1. Codenecting V.O.F. is only liable insofar as provided for in this Article, in connection with the formation or performance of an Agreement.

11.2. Codenecting V.O.F. is only liable for direct damages suffered by a Customer as a result of attributable failures to perform or unlawful acts on the part of Codenecting V.O.F. This liability is limited to:

(a) the reasonable costs that the Customer would have to incur to make a performance by Codenecting V.O.F. comply with the Agreement. However, this damage will not be compensated if the Customer has dissolved or had the Agreement dissolved;

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- (b) the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;
- (c) the reasonable costs incurred to prevent or limit the damage, insofar as the Customer demonstrates that these costs have led to a reduction in direct damage within the meaning of these Terms and Conditions.

11.3. Codenecting V.O.F.'s liability for attributable failures to perform an Agreement only arises if the Customer immediately notifies Codenecting V.O.F. in writing of such failure, sets a reasonable period for Codenecting V.O.F. to rectify the failure, and Codenecting V.O.F. remains in breach of the performance obligation after that period. The Customer is required to verify the adequacy of Codenecting V.O.F.'s work to rectify the breach and, if any defects still exist, to give Codenecting V.O.F. notice of default and a reasonable period to rectify or remedy any remaining and/or additional defects that have arisen. A condition for any right to compensation for damages is always that the Customer notifies Codenecting V.O.F. of the damages in writing immediately after their occurrence.

11.4. Codenecting V.O.F.'s total liability for attributable failures to perform an Agreement is limited to compensation for damages up to a maximum of the amount agreed upon for the Agreement for one (1) year or an amount of €2,500, whichever is lower, per incident. Liability for damages resulting from an unlawful act is limited to the financial loss resulting from bodily injury, direct damage to property, or a decrease in value of a property of up to €2,500 per Customer or related series of events for a Customer.

11.5. Codenecting V.O.F.'s liability for indirect damages, including consequential damages, loss of profits, missed savings, and damages resulting from business interruption, is expressly excluded.

11.6. Transmitting data via cables, radio waves, optical means, or other electromagnetic means, as well as digitally and/or electromagnetically storing data, entails risks in terms of preserving and securing this data. Codenecting V.O.F. shall not be liable for any damages arising from or related to the deterioration, disruption, disappearance, distortion, and disclosure of the data that is digitally and/or electromagnetically stored or transmitted via cables, radio waves, optical means, or other electromagnetic means, even though Codenecting V.O.F. makes every effort to prevent such risks within the limits of scientific knowledge.

11.7. Liability of Codenecting V.O.F. for damages to third parties is excluded. The Client indemnifies Codenecting V.O.F. against all claims from third parties regarding damages for which liability of Codenecting V.O.F. towards the Client is excluded, and in particular for damages resulting from: improper use/incorrect installation of - and providing incorrect/unlawful information and/or images on - a website, or committing criminal offenses by placing or sending information by the client, employees of the client and/or third parties; unauthorized intrusion into and/or access to - computer programs/websites by third parties (hacking) without the permission of the client or Codenecting V.O.F.; insulting and otherwise infringing on the rights of third parties.

11.8. Any liability for damages of Codenecting V.O.F. for the failure or incomplete functioning or otherwise disturbed state of its Services or access to its Services in the event of an unforeseen temporary or sudden increase in data traffic, interruption or blocking of access to the system or the Internet at Codenecting V.O.F. or third parties, power failure, destruction, damage and any other cause outside the sphere of influence of Codenecting V.O.F. as well as in the case of (regular) maintenance is expressly excluded and does not constitute an attributable shortcoming in the performance of Codenecting V.O.F.'s obligations towards the Client.

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11.9. Shortcomings of providers of Telecommunication networks and data and/or telecommunication networks with which the Telecommunication networks are connected and providers of Network connection points, Peripheral equipment and Facilities are not attributable to Codenecting V.O.F.; any liability for this is expressly excluded by Codenecting V.O.F.

11.10. The limitations or exclusions of liability mentioned in this ARTICLE shall cease to apply if there is intent or gross negligence on the part of Codenecting V.O.F.

ARTICLE 12 – FORCE MAJEURE

12.1. Parties shall not be held responsible for the non-performance of any obligation if they are hindered from doing so as a result of circumstances not due to fault, and for which they are not responsible under the law, a legal act or prevailing opinions in the industry.

12.2. In these Terms and Conditions, force majeure shall mean, in addition to what is understood by law and jurisprudence, all external causes, foreseen or unforeseen, which are beyond the control of Codenecting V.O.F., but which prevent Codenecting V.O.F. from fulfilling its obligations towards a Customer. Strikes in the business of Codenecting V.O.F. are also included.

12.3. Codenecting V.O.F. also has the right to rely on force majeure if the circumstance that prevents (further) performance occurs after Codenecting V.O.F. was supposed to fulfill its obligation.

12.4. Parties may suspend the obligations under the agreement during the period in which force majeure continues. If this period lasts longer than three (3) months, each of the parties shall be entitled to terminate the Agreement, without any obligation to compensate damages to the other party.

12.5. To the extent that Codenecting V.O.F., at the time of the occurrence of force majeure, has partially fulfilled its obligations under the Agreement or will be able to do so, and the fulfilled or to be fulfilled part has an independent value, Codenecting V.O.F. shall be entitled to separately invoice the part already fulfilled or to be fulfilled. The Customer shall be obliged to pay this invoice as if it were a separate agreement.

ARTICLE 13 – OBLIGATIONS OF CODENECTING V.O.F.

13.1. Codenecting V.O.F. endeavors to ensure that access to its Services is as uninterrupted as possible. Codenecting V.O.F. is committed to regular checks and thorough maintenance of the equipment and systems it uses and ensures that the capacity of these equipment and systems is sufficiently large so that normal use does not lead to disruptions. However, it is technically impossible to prevent every disruption or limitation of access to its Services - Codenecting V.O.F. is also dependent on third parties, including telecommunications and data transport providers. Disruptions or limitations of access to its Services are remedied by Codenecting V.O.F. as soon as possible. Liability of Codenecting V.O.F. for non-functioning or malfunctioning of access to its Services can only arise within the limits set out in ARTICLE 12 of these Terms and Conditions.

13.2. Access to its Services is provided by Codenecting V.O.F. at a Network Connection Point at the location agreed upon with the Customer. All equipment and cabling necessary for access to the Internet is expressly excluded from the responsibility of Codenecting V.O.F. - to the extent necessary, Codenecting V.O.F. already disclaims all liability in this regard.

13.3. Codenecting V.O.F. does not provide any warranty on the services it provides, but commits to using all means at its disposal to resolve any malfunctions and/or defects promptly at the first request by the Customer.

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ARTICLE 14 – MAINTENANCE AND DECOMMISSIONING OF THE SERVICES

14.1. The technical characteristics of the services of Codenecting V.O.F. and the data and telecommunications network may be changed by Codenecting V.O.F. or the telecommunications and data transport providers.

14.2. Where possible, Codenecting V.O.F. will execute (or cause to execute) the changes referred to in ARTICLE 16.1 in relation to its services without affecting the use of the customers and their peripheral equipment. If this is not possible and, for example, decommissioning of the services or the Codenecting V.O.F. network is necessary, Codenecting V.O.F. has the right to do so seven (7) days after proper prior notification to the customer, unless urgent circumstances require Codenecting V.O.F. to immediately carry out the change. Codenecting V.O.F. expressly excludes liability for damages suffered by a customer as a result of changes made.

14.3. For changes to data and telecommunications network(s) on which Codenecting V.O.F. depends on telecommunications and data transport providers, Codenecting V.O.F. cannot be held responsible towards the customer and therefore excludes it.

14.4. Telecommunications and data transport providers have the right to take all measures to prevent or resolve malfunctions of the data and telecommunications network, to take measures to prevent or prevent damage or inconvenience, or to perform preventive maintenance. The customer will immediately comply with the instructions given by the Telecommunications and data transport providers through Codenecting V.O.F. in this regard at their own expense.

14.5. Subject to the provisions of these Terms and Conditions, Codenecting V.O.F. reserves the right to decommission its services if the customer fails to fulfill its obligations towards Codenecting V.O.F. Furthermore, Codenecting V.O.F. has the possibility at all times to remove the customer's pages from the internet if these hinder or make it impossible for the services of Codenecting V.O.F. to function. The customer's obligation to pay the fees referred to in Article 8.1 of these Terms and Conditions shall remain in force during the period of decommissioning. Codenecting V.O.F. will only carry out reactivation if the customer fulfills its obligations within the period set by Codenecting V.O.F. and pays the reconnection costs in advance.

ARTICLE 15 – CUSTOMER OBLIGATIONS

15.1 Without (written) consent from Codenecting V.O.F., it is prohibited for the customer to transfer the username and password provided by Codenecting V.O.F. to third parties.

15.2 The customer guarantees that all reasonable instructions of Codenecting V.O.F. regarding the use of services are followed to enable continuation of services in a reasonable and uninterrupted manner, and provides Codenecting V.O.F. with all the cooperation that Codenecting V.O.F. reasonably requests in this regard.

15.3. The personal data of the customer provided to Codenecting V.O.F. are managed carefully and in accordance with the law and serve only for use within the framework of its management and administrative tasks. The personal data will never be disclosed to third parties, unless Codenecting V.O.F. is required to do so by law or on the basis of an underlying court order.

ARTICLE 16 – DEVELOPMENT OF SOFTWARE

16.1. Parties shall specify in writing which software will be developed and how this will be done. Codenecting V.O.F. shall carry out the software development with care based on the data provided by the Client, for the accuracy, completeness and consistency for which the Client is responsible towards Codenecting V.O.F.

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16.2. Codenecting V.O.F. is entitled, but not obliged, to examine the accuracy, completeness or consistency of the data or specifications made available to it and, if any deficiencies are found, to suspend the agreed work until the Client has removed the relevant deficiencies.

ARTICLE 17 – INTELLECTUAL PROPERTY

17.1. All intellectual property rights in the goods delivered by Codenecting V.O.F. are owned by Codenecting V.O.F., including but not limited to software, equipment, models, analyses, documentation, manuals, quotes, as well as the preparatory material thereof, unless expressly agreed otherwise in writing.

17.2. Without the express written permission of Codenecting V.O.F., the Customer is not allowed to modify or remove trademarks or identification marks affixed to the goods delivered by Codenecting V.O.F. or their packaging, or to modify, disclose, or reproduce the delivered goods or any part thereof.

17.3. Codenecting V.O.F. grants the Customer a non-exclusive right to use the goods delivered by it. Without the express prior written permission of Codenecting V.O.F., the Customer is not entitled to use the delivered goods in any other way than agreed and/or to make the rights and/or powers granted to him available to third parties, transfer and/or license them in whole or in part.

17.4. The Customer guarantees that he is entitled to allow Codenecting V.O.F. to reproduce, disclose, or otherwise process the goods made available to Codenecting V.O.F. as agreed by the parties, and that he does not infringe the intellectual property rights of third parties. The Customer shall provide Codenecting V.O.F. with all necessary evidence of his rights, such as (but not limited to) a copy of a trademark registration or a license agreement.

17.5. In case of claims by third parties regarding an infringement of intellectual property rights, or when there is a suspicion that the execution of an agreement infringes the rights of third parties, Codenecting V.O.F. is free to take such measures as it deems appropriate to remedy the alleged infringement and to limit the damage as much as possible. If and to the extent that the measures taken by Codenecting V.O.F. involve costs for the Customer, Codenecting V.O.F. shall not be liable for these costs.

17.6. The Customer indemnifies Codenecting V.O.F. against all damages and costs for which Codenecting V.O.F. is held liable as a result of third-party claims regarding infringement of their intellectual property rights, in respect of the goods made available by the Customer to Codenecting V.O.F. The Customer shall, at the first request of Codenecting V.O.F., provide sufficient security for the fulfillment of its resulting financial obligations towards Codenecting V.O.F.

17.7. The Customer shall immediately notify Codenecting V.O.F. of any claim by a third party regarding an actual or alleged infringement of intellectual property rights concerning the goods (to be) delivered by Codenecting V.O.F. or work (to be) performed by Codenecting V.O.F.

ARTICLE 18 – CANCELLATION OF SOFTWARE DEVELOPMENT CONTRACT

18.1. If the Customer cancels a given contract, in whole or in part, they are obliged to compensate Codenecting V.O.F. for all reasonably incurred costs with regard to the execution of the contract, without prejudice to Codenecting V.O.F.'s right to compensation for loss of profit, as well as other damages resulting from the cancellation..

ARTICLE 19 – CHANGES TO TERMS AND CONDITIONS

19.1. Codenecting V.O.F. has the right to unilaterally amend these Terms and Conditions as well as any other terms and conditions. These changes also apply to already concluded

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Agreements; Codenecting V.O.F. will take into account the reasonable interests of the Customer.

19.2. Changes take effect fourteen (14) days after written or electronic notification thereof by Codenecting V.O.F., or on such date as stated in the notification.

19.3. The Customer has the right to terminate the Agreement if they do not wish to accept the changes to the (general) terms and conditions because they lead to a significant increase in their obligations or to a service by Codenecting V.O.F. that differs significantly from the service that was provided before the changes came into effect. The customer must terminate the Agreement in writing or electronically, with effect from the date on which the changes will come into effect. This termination must be made in a timely manner, i.e., before the date on which the changes come into effect.