

TERMS OF USE FOR THE DE JONG DUKE WEB PORTAL/ WEB API

INTRODUCTORY PROVISIONS

1. J.M. de Jong DUKE Automatenfabriek BV, operating under the trade name of De Jong DUKE, or companies associated with De Jong DUKE (hereinafter: Supplier), develops, produces and sells professional coffee machines for office environments (hereinafter: Product).
2. The Supplier sells and delivers the Product to coffee suppliers (hereinafter: Buyer) that resell, rent out, lease out or otherwise supply the Product to End Users and/or provide service and maintenance of the Product.
3. The Supplier makes it possible for the Buyer to monitor and manage the Product using a ConnectMe Server that can be accessed via a web portal and web APIs (application programming interfaces for web services). This setup allows the Buyer to remotely obtain real-time information about the Product's operational and technical performance, and about consumption levels and recipes. The Buyer can also upload Content to the Product's display, including commercial information about the Buyer or information about the End User's company.
4. The present Terms of Use set out the rights and obligations between the Buyer, (End-) Users and Supplier relating to the use of the 'ConnectMe Server', the web portal, the web APIs, any electronic services that the Supplier provides through them, a connectivity service and the hardware and other facilities made available for the purpose of this connectivity service.
5. These Terms of Use apply to the Contract.

DEFINITIONS

6. In these Terms of Use, the terms listed below shall have the definitions set out hereafter:
 - **"Analyses"**: the results of analysis, processing or enhancement carried out by or on behalf of the Supplier of the Product Data generated through a variety of means, including sensors in the Product;
 - **"Connectivity Module"** means the connectivity service provided by the Supplier in conjunction with the Product as an additional module;
 - **"Content"**: all information (including recipes), visual and audio recordings, files, scripts, interactive functions, functionalities and other digital content of a website or application;
 - **"End Users"**: the Product's commercial end users;
 - **"Terms of Use"**: the present terms of use for the De Jong DUKE web portal/web APIs;
 - **"Data"**: the combined End-User Data and Product Data;

- **“End-User Data”**: non-personal company information about End Users of Products;
- **“Contract”**: the contract between the parties, which covers – among other arrangements – the use of the ConnectMe API, including all appendices, for example the present Terms of Use;
- **“Personal Data”**: any information relating to an identified or identifiable person;
- **“ConnectMe API”**: access to the ConnectMe Server via web APIs (application programming interfaces for web services) or via a web portal;
- **“ConnectMe Service”**: online services provided by the Supplier via the ConnectMe API and the ConnectMe web portal, enabling the Buyer to monitor and manage the Product;
- **“ConnectMe Server”**: the Supplier’s software for generating, receiving, collecting, storing, transmitting, analysing, selecting, processing and enhancing Data;
- **“Product Data”**: information about the Product’s technology, including but not limited to serial number, configuration, status, REST client version, startup time, processor type, version and serial number, kernel version, memory size, version of MOVEC software + build date/time, file name, flash file, flash file type, disk size, firmware file version, uptime, menu standby and distribute count, GPRS status, GPRS IMEI and IMSI, permissions (licences for images, EVA DTS), IOB type and version. Product Data also include product-related information such as counter readouts, consumptions, EVA- DTS (European Vending Associations Data Transfer Standard), events.

ACCOUNT

7. The ConnectMe Server can be accessed via a web portal and via one or more web APIs. This gives the Buyer access to automatically updated information about the Product.
8. For this access to the ConnectMe Server, the Supplier will create an account at the Buyer’s request (hereinafter: main account). This main account includes a user ID and a password for identifying the Buyer. Once the Buyer has requested this main account and the Supplier has assigned it, it can immediately be used for logging on. The Buyer agrees to keep the password strictly secret. The Buyer agrees not to transfer this main account to any third parties. The Buyer shall keep data on and from the ConnectMe Server confidential and not share it with third parties.
9. By logging on to the main account, the Buyer can use the ConnectMe web portal and/or API to access and/or use the ConnectMe Service.
10. Once the main account has been assigned, the Buyer is responsible and liable for unauthorised use of that account, and for any and all activity on or from that account. If unauthorised use takes place, the Supplier is entitled to suspend or delete the account. The Supplier is not responsible or liable for any loss or damage that results from unauthorised use of the Buyer’s account.

11. The Buyer is entitled to use the main account assigned by the Supplier to create sub-accounts (with user IDs) and by doing so build up a separate digital organisation of internal departments and/or End Users. The Buyer agrees to ensure that the information entered is accurate and kept up-to-date. The Buyer is responsible and liable for these sub-accounts and for any activity that takes place from these sub-accounts, and for email notifications for which End Users are signed up.
12. The Buyer will notify the Supplier without delay if it learns that third parties have gained access, without the Buyer's permission, to the main account and/or to the ConnectMe Server through the Buyer's main account, and/or of any other breaches.

PERMISSION

Rights and obligations on the part of the Buyer

13. The Supplier grants the Buyer permission – as long as the Buyer acts in accordance with the present Terms of Use – to use the ConnectMe API and the ConnectMe Service for the Buyer's websites, applications and other services for the purpose of monitoring and managing the Product as part of the Buyer's business operations.
14. The Buyer may not use the ConnectMe API and the ConnectMe Service for actions that constitute a breach of privacy under the applicable privacy laws and regulations, nor in any manner that conflicts with applicable national and international laws and regulations.
15. The Buyer will have access to Product Data for the Products that the Buyer has purchased, and to generally accumulated Product Data, where available.
16. Some Product Data, for example EVA DTS details and event details, are updated at particular time intervals. The Supplier may temporarily restrict or discontinue the use of the ConnectMe API and the ConnectMe Service during maintenance, malfunctions or instances of improper use.
17. While the Contract is in effect, the Buyer must display the Supplier's name and/or brand when presenting Product Data. The Buyer may not present or otherwise make available Product Data and/or performance data to companies offering the same or similar products and/or services as the Supplier offers to the Buyer.
18. Although the Buyer may use the Analyses provided by the Supplier for internal purposes, it may not make them publicly known or share them with third parties.
19. The Buyer agrees that it will not, and will not permit others to:
 - (i) use the ConnectMe API, ConnectMe Service, ConnectMe Server or Product Data (collectively, "Supplier Materials") except as expressly authorized in the Contract;
 - (ii) delete or in any manner alter the copyright, trademark and other proprietary rights notices appearing in or on the Supplier Materials;

- (iii) use any device, software, or routine that interferes with and/or damages any application, function or use of the Supplier Materials;
- (iv) resell or sublicense the Supplier Materials with any third party;
- (v) decompile, disassemble or reverse-engineer the underlying software that is part of the Supplier Materials or otherwise attempt to derive its source code;
- (vi) access the Supplier Materials for purposes of monitoring its availability, performance or functionality or for any other benchmarking or competitive purposes.

Rights and obligations on the part of the Supplier

20. The Supplier will:

- remove the ConnectMe Server user accounts of employees of the Buyer, in accordance with the rules mentioned above, if and when they cease to work for the Buyer or the account is no longer active;
- share log files/audit files with third parties only if the Buyer's legal representative so requests or if the Supplier has an obligation to do so under a statutory provision or judicial order;
- not sell or distribute Product Data of the Buyer's Products to third parties, nor share them with third parties, except as otherwise set forth herein;
- not share Product Data of the Buyer's Products with any parties besides the Buyer of the Product or authorised users in the Buyer's main account;
- not make any modifications to the Buyer's Products except where necessary in connection with security measures.

21. The Supplier is not responsible or liable for:

- improper use of Data by the Buyer's employees or anyone else operating under Buyer's main account;
- costs incurred by the Buyer or End Users in connection with data use (including WIFI routers, cables, SIM cards, MBs);
- any loss or damage resulting from hacks or errors at the Buyer's or End Users' end.

CONNECTME SERVICE

22. The Buyer is granted a non-exclusive and non-transferrable right to use the ConnectMe API to procure the ConnectMe Service. The Product concerned, and the further terms and conditions for the ConnectMe Service, will be specified in the Contract.

23. Unless agreed otherwise, the Supplier's fee for the ConnectMe Service will be charged per coffee machine per month; this amount will be charged monthly in arrears. Payment will be made by direct debit (except where an alternative method of payment has been agreed). If the direct debit is declined, the Buyer will be in default of payment by operation of law.

24. The Supplier reserves the right to amend or expand the present Terms of Use and to modify the prices once per calendar year. The Supplier will notify the Buyer of these changes at least three months in advance. In such cases, the Buyer may choose to continue using the ConnectMe Service for a higher fee or to cancel the Contract. Use of the ConnectMe Service after the date on which the change takes effect will constitute acceptance of the amended or expanded terms or of the price change.
25. The Supplier grants the Buyer permission to enter and store Product Data in ConnectMe that is generated through the monitoring and managing of the Product.
26. The Supplier grants the Buyer permission to upload Content, including slideshows, videos and images. The Buyer will retain all rights relating to that Content, except insofar as intellectual property or other rights of the Supplier or third parties are already attached to that Content. Responsibility for backing up this Content rests with the Buyer. The Buyer is responsible and liable for this Content and its substance, and will indemnify, defend and hold harmless the Supplier against any claims from third parties, including claims for infringements of intellectual property rights.

INTELLECTUAL PROPERTY

27. The ConnectMe Server, the ConnectMe API, the ConnectMe Service and the Analyses are the intellectual property of the Supplier. Except where agreed otherwise, they may be used by Buyer only for internal purposes and in accordance with the purpose for which the Supplier has made them available.
28. Any ownership rights to the Product Data that are entered and/or stored by or on behalf of the Buyer using the ConnectMe web portal and/or the ConnectMe API rest with the Buyer. The Supplier is granted an unrestricted, royalty-free, worldwide, perpetual, irrevocable, non-exclusive, sublicensable and transferrable licence to use and reproduce the Product Data internally at its own discretion, including for the performance and use of Analyses for providing electronic services to the Buyer. This licence similarly extends to accumulated Product Data that the Supplier wishes to use for online analytical performance purposes, where appropriate contrasted with individual Product Data.
29. The Supplier is granted a license to use End-User Data and does not claim ownership thereof. The rights to End-User Data will remain with the appropriate End User or End Users.
30. Any Personal Data that the End-User Data or accounts contain is subject to the Supplier's Privacy Policy, which is attached to the present Terms of Use as an appendix.

SECURITY AND BACKUPS

31. Unless the Buyer purchases the Connectivity Module from the Supplier, as further set out in clause 32, the Buyer shall itself ensure connectivity for use in conjunction with the

Supplier's ConnectMe API, ConnectMe Service and ConnectMe Server. The Buyer shall then ensure that:

- (i) there is a direct and secure link to the Internet;
- (ii) access of the Supplier to the Product is guaranteed;
- (iii) technical security measures are not removed or circumvented;
- (iv) appropriate technical and organisational security measures are taken against unauthorised use, access or dissemination, as well as unauthorised and/or unauthorised modification of (parts of) the ConnectMe Server, ConnectMe web portal and/or ConnectMe API or ConnectMe Service, as well as if the foregoing should nevertheless occur, immediately notify the Supplier;
- (v) all instructions relating to the use of the ConnectMe Service are followed.

32. If the Buyer purchases the Connectivity Module from the Supplier:

- (i) The Buyer shall only use such Connectivity Module, and the hardware and other facilities provided for the purposes of such module, in conjunction with the Supplier's ConnectMe API, ConnectMe Service and ConnectMe Server.
- (ii) The Buyer shall not remove or circumvent the technical security measures of the hardware and other facilities provided.
- (iii) The Supplier does not guarantee the accuracy, completeness, suitability, fitness for a particular purpose, reliability or availability of the Connectivity Module as the Supplier procures the signal transmission of the Connectivity Module from a third party and therefore the Supplier is partly dependent on circumstances beyond the Supplier's reasonable control for this purpose.
- (iv) The Buyer shall purchase the Connectivity Module for an initial term of at least five (5) years. After such initial term, the term will be extended by three (3) years each time, unless the Buyer indicates at least three (3) months before the start of a new term that it no longer wishes to purchase the Connectivity Module.
- (v) The Supplier shall make the facilities belonging to the Connectivity Module available to the Buyer during the period that the Buyer purchases the Connectivity Module from the Supplier. The facilities shall remain the property of the Supplier.

SECURITY AND BACKUPS

33. The Supplier will use commercially reasonable efforts to protect against computer viruses and other malicious and/or harmful software and against unauthorised use, unauthorised alteration, access or sharing of the ConnectMe Server, the ConnectMe API or the ConnectMe Service or any parts thereof. To this end, the Supplier is permitted to temporarily suspend or discontinue access to the ConnectMe Server, without being under any duty of compensation.

34. With due observance of pre-arranged periods, or (in the absence of such periods) once per week, the Supplier will perform a full backup of the Data held by the Supplier. The Supplier will keep the backup on file for the Supplier's customary amount of time of 7 years after the relevant product was taken out of production. The Buyer remains responsible for fulfilling any and all statutory recordkeeping and retention obligations to which it is subject, and for creating its own backup of the Buyer's Content.

AVAILABILITY AND MAINTENANCE

35. The Supplier will, from time to time and at its sole discretion, provide maintenance for the ConnectMe API and the ConnectMe Service. Maintenance may take place at any moment, even where this limits or prevents availability. The Supplier will use commercially reasonable efforts to announce maintenance work in advance.
36. The Supplier will use its commercially reasonable efforts to make the ConnectMe API and the ConnectMe Service available 99% of the year, not including the time required for maintenance or to address emergencies. However, the Supplier does not guarantee uninterrupted availability.
37. The Supplier is permitted to modify the functionality of the ConnectMe API and the ConnectMe Service. The Buyer may provide feedback and suggestions regarding the ConnectMe API and the ConnectMe Service. Supplier will own all rights in any such feedback and suggestions provided by the Buyer. Although the Buyer's feedback and suggestions are appreciated, ultimately the Supplier decides what modifications to implement or not. The exclusive right to make decisions about the ConnectMe API and the ConnectMe Service lies with the Supplier. The Supplier will use commercially reasonable efforts to announce in advance what modifications it plans to implement.

GUARANTEE

38. As the ConnectMe API operates on the basis of the Product, among other things, and the Supplier must rely in part on circumstances that are outside the Supplier's reasonable sphere of control, including the measures for which the Buyer is responsible under Articles 31 and 32, the Supplier offers no guarantees regarding the accuracy, completeness, suitability, usability for a particular purpose, reliability or availability of the ConnectMe web portal and/or the ConnectMe API. Nor does the Supplier have a duty of repair of the Data in the event of contamination or loss of such Data, except where this concerns Personal Data for which applicable law dictates otherwise.
39. The Supplier Disclaims All Representations, Warranties, Conditions And Guaranties Of Any Kind, Either Express Or Implied, Oral Or Written, With Respect To The Product Data, Including Without Limitation Any Implied Warranty Of Merchantability, Fitness For A Particular Purpose, Noninfringement Or Arising From Course Of Performance, Course Of Dealing Or Usage Of Trade.

LIABILITY

40. EXCEPT IN CASES OF WILFUL MISCONDUCT OR DELIBERATE RECKLESSNESS ON THE PART OF EXECUTIVE EMPLOYEES OF THE SUPPLIER, THE SUPPLIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE CONNECTED TO THE USE OF THE CONNECTME SERVER, THE CONNECTME API, THE CONNECTME SERVICE AND, IF BUYER PURCHASES THE CONNECTIVITY MODULE FROM THE SUPPLIER, THE CONNECTIVITY MODULE. MORE SPECIFICALLY, THE SUPPLIER IS

NOT LIABLE FOR INDIRECT LOSS OR DAMAGE, CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF INCOME OR PROFIT, LOSS OF SAVINGS, LOSS OF DATA OR LOSS OR DAMAGE RESULTING FROM BUSINESS INTERRUPTIONS.

41. The Buyer will indemnify and hold harmless the Supplier against all claims from third parties relating to the Buyer's use of the ConnectMe Server, the ConnectMe API or the ConnectMe Service, including claims for infringement of intellectual property rights of the Content that was uploaded through the ConnectMe platform.
42. In cases of force majeure (i.e., events or circumstances beyond the reasonable control of the Supplier), the Supplier will be excused from its obligations to perform and is in no instance obliged to pay compensation for the loss or damage that the Buyer incurs as a result. Force majeure includes outages or unavailability of the internet or the telecommunication infrastructure, power outages, civil unrest, mobilisation, war, transport obstructions, flooding, strikes, lockouts, business interruptions and interruptions in supplies, and fire.

SUSPENSION/TERMINATION

43. If the Supplier establishes that the Buyer is acting in breach of these Terms of Use or receives a complaint to that effect, the Supplier is entitled – without prejudice to its other statutory rights, and without being obliged to pay any compensation for loss or damage – to restrict or deny the Buyer's access to the ConnectMe Service until the breach has ended, or to remove the Data from the ConnectMe Server or to remove users or user accounts, or to terminate the Agreement without requiring judicial intervention.
44. The Supplier is entitled to recover any loss or damage resulting from breaches of these Terms of Use from the Buyer. The Buyer will indemnify and hold harmless the Supplier against all claims relating to loss or damage resulting from a breach of these Terms of Use.

DURATION AND CANCELLATION

45. Except where agreed otherwise, the right to use the ConnectMe API and the ConnectMe Service commences as soon as *the Buyer's first coffee machine connects to the ConnectMe Server*.
46. Either Party may cancel the Contract at any moment, with due observance of a notice period of 1 month.

CONSEQUENCES OF TERMINATION

47. If the Contract is terminated, *the Supplier will render inactive all the Buyer's active coffee machines in the ConnectMe web portal*.
48. Within one month after the Contract is terminated, the Buyer's main account including its sub-accounts will be removed from the ConnectMe Server. End-User Data will be removed on request. Product Data entered by or on behalf of the Buyer and stored using the

ConnectMe API will remain intact, with due observance of the provisions of Article 26 of these Terms of Use (the Supplier's licence).

49. If and when the Contract is terminated, all the Buyer's rights and licences under these Terms of Use will also terminate.

OTHE PROVISIONS

50. This Contract is governed by Dutch law.
51. To the extent permitted by mandatory law, all disputes relating to this Contract will be referred to the competent court in the district of the Netherlands where the Supplier's offices are established.
52. Where any provision in this Contract specifies that a notification must be made 'in writing', this requirement will be satisfied if the notification is made by email, provided that it is established with a sufficient degree of certainty that the message in fact originated from the supposed sender and that the integrity of the message has not been impaired.
53. The version of communicating or sharing information as stored by the Supplier set out in Article 52 is deemed to be correct, unless the Buyer can provide proof to the contrary.
54. If any provision in this Contract is found to be invalid or voidable, this will not prejudice the validity of the overall terms and conditions. If this occurs, the Parties will replace the invalid provision or provisions by one or more new provisions that reflect the original intention as closely as is legally possible.
55. The Supplier is entitled to transfer its rights and obligations under the Contract to a third party that acquires the ConnectMe API or the relevant business operations from the Supplier. The Buyer grants Supplier prior and irrevocable consent in advance for such transfer.



APPENDIX 1 PRIVACY POLICY OF DE JONG DUKE