

## Exact Online Connectivity Terms and Conditions (Netherlands)

Version March 2025

This document sets forth Your legal agreement between Exact Group B.V. and, where applicable, its subsidiaries, divisions, and affiliates ("**Exact**"). As used herein, "You" or "Your" refers to (i) you as customer of Exact Online ("**Customer**") who wishes to register and connect an app developed by you or on your behalf, to Your Exact Online environment or to (ii) you as developer of an app that can be connected to Exact Online in general ("**Developer**"). Apps developed to be connected to Exact Online are hereinafter referred to as the "**App**" or "**Apps**". Developers have the option to apply for publication of their Apps in the Exact Online App Store ("**App Store**").

The process to have an App connected with Exact Online and, where applicable, to have it published in the App Store, is governed by the following Exact Online Connectivity Terms and Conditions (the "**EOL Connectivity Terms**").

These EOL Connectivity Terms are in addition to the applicable terms and conditions for the Exact Online Agreement (**Exact Online Conditions**).

The definitions of the Exact Online Conditions also apply to these EOL Connectivity Terms.

In the event of a conflict between these EOL Connectivity Terms and the Exact Online Conditions, the EOL Connectivity Terms shall prevail solely with respect to the process of connecting Your App with Exact Online and, where applicable, the publication of the App in the App Store.

This document contains the following:

- Part A: EOL Connectivity Terms for Customers
- Part B: EOL Connectivity Terms for Developers
- Part C: General Conditions

Part A specifically refers to the situation where a Customer wishes to register and connect an App developed by the Customer or on its behalf, to its own Exact Online license.

Part B specifically refers to the situation where a Developer of an App would like to connect such App to Exact Online in general, so for use by one or several Exact Online users. Part B also contains terms and conditions for the situation where the Developer would like to have its App(s) published in the App Store.

Part C contains the general conditions that apply in addition to both Part A and Part B.

### **Part A. EOL Connectivity Terms for Customers**

*The provisions in this Part A apply to Customers who wish to register and connect an App developed by the Customer or on its behalf to its own Exact Online license.*

#### **1. Registration, acceptance of EOL Connectivity Terms**

- 1.1. For the Customer being able to connect the App(s) to its own Exact Online license, the Customer should register the App(s) through its Exact Online license.
- 1.2. The Customer must have accepted the EOL Connectivity Terms before Customer can register its App(s). If these EOL Connectivity Terms are not accepted, the Customer is not able to register its App(s).

#### **2. Connecting the App**

- 2.1. For the connection of the App(s) to the Exact Online license of the Customer, the Customer

will receive a Client ID, a Client Secret and a Webhook Secret, provided by Exact. If the Client ID, Client Secret and/or Webhook Secret are lost or stolen or if You believe these have been used without Your permission, You will need to inform Exact immediately via a support ticket.

- 2.2. When the App(s) is/are connected, the Customer can use the App(s) in connection with its own Exact Online License.

### **3. Maintenance and support of the App**

The Customer is solely responsible for the maintenance (including updates that are necessary or appropriate for the functioning of the App(s) and functioning of the App(s) with Exact Online) and support of the App(s).

### **4. Fees**

The registration and the connection of the App(s) with Your Exact Online environment is free of charge, but Exact reserves the right to ask for a fee for this in the future.

## **PART B. EOL CONNECTIVITY TERMS FOR DEVELOPERS**

*The provisions of this Part B apply to Developers who wish to connect an App to Exact Online in general, so for use by one or several Exact Online users. Part B also applies when the Developer would like to have the App(s) published in the App Store.*

### **1. Exact Online Developer's License**

- 1.1. In order for Developers being able to connect Apps to Exact Online, they need to have an Exact Online Developer's License. Such license can be acquired via the Website.
- 1.2. The Exact Online Conditions apply to the Exact Online Developer's License and are to be accepted upon purchase of said license.
- 1.3. The Exact Online Developer's License is only to be used for registration of Apps, for testing of Apps for the integration and for demonstrating the connection to (potential) customers. Using the Exact Online Developer's License for bookkeeping and other commercial activities is not allowed.
- 1.4. Upon termination of the Exact Online Developer's License (for whatever reason), the Developer will disconnect all its Apps from Exact Online ultimately the last day of the existence of the Exact Online Developer's License. In case the Developer does not disconnect (all of) the App(s), Exact is entitled to do so. After termination of the Exact Online Developer's License, the Developer is no longer able to register any Apps with Exact and also may not connect any customers to the Apps. Any App that has been published in the App Store, will be removed by Exact.

### **2. Registration, acceptance of EOL Connectivity Terms**

- 2.1. For the Developer being able to manage, register and connect Apps to Exact Online, the Developer should register the Apps through its Exact Online license.
- 2.2. The Developer can opt : (i) to only connect the App with Exact Online or (ii) to connect the App with Exact Online and to have the App published in the App Store.
- 2.3. The Developer must have accepted the EOL Connectivity Terms before Developer can register its App(s). If these EOL Connectivity Terms are not accepted, the Developer is not able to register its App(s).

### **3. Authorization, Purpose & scopes**

- 3.1. For the actual registration of an App and connection of the App with Exact Online, authorization of App(s) is needed for which the Developer will receive a Client ID, Client Secret and Webhook Secret. The Client ID, Client Secret and Webhook Secret are required for all calls

to the Exact API. If the Client ID, Client Secret and/or Webhook Secret are lost or stolen or if the Developer believes the Client ID, Client Secret and/or Webhook Secret has been used without its permission, the Developer will need to inform Exact immediately via a support ticket.

- 3.2. The Developer will define the purpose and scopes of the App(s). The scopes define which data from the Exact Online License will be used by the App and in which way. The Developer ensures that the App only accesses and uses data that is needed to operate the App and only in line with the purposes and business model of the App as announced to Exact. The Developer will include a privacy policy in the App, which complies with applicable laws and regulations, so users of the App are aware which user data the App is going to use and how storage, management and security of the data is arranged.
- 3.3. After these actions, the App is ready to be connected to Exact Online.

#### **4. Publication of the App(s) in the App store**

- 4.1. Developers are given the option to have Apps published in the App Store. Publication of any App is subject to review and approval by Exact, as set out below.

##### **4.2. Marketing**

Information about the App, needed for the publication in the App Store (when You apply for publication) needs to be filled in. What exactly needs to be filled in is described in the marketing guidelines, which can be found via the Web Application.

##### **4.3. Demo-meeting**

The Developer shall apply for a demo-meeting with Exact, where Exact will request information about the Developer and the developed App, and where You give a demonstration of the App, including (but not limited to) showing where the user of the App gives consent to the integration with Exact Online.

The Developer gives Exact the right to use the App for purposes of testing and evaluating the App to determine the compatibility and suitability in relation to Exact Online. Exact – at its sole discretion - will decide on the added value of the App for Exact Online and Exact Online Customers. Only after approval by Exact, the App will be published in the App Store. Exact has the right to, at its sole discretion, revoke any approval of an App at any time or dismiss the App from the App Store.

##### **4.4. Publication**

Upon approval of the App, the Developer may refer to itself as Exact Partner and use the Exact partner logo as provided by Exact. The use of the logo is based on a non-exclusive, royalty-free, revocable and non-transferable license and the use is limited to use in connection with promotion of the App. Exact reserves the right to revoke this right at its sole discretion. Furthermore, the Developer may in its communication about the integration of its App, use the Exact logo as provided.

The Developer is not entitled to use the Exact logo in its App(s).

The Developer grants to Exact a non-exclusive, royalty-free, worldwide license to host and use its trademarks, logo's, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images in the App Store or otherwise, at Exact's sole discretion, including the ability to frame the App of the Developer or generate advertisements and presentations related to the App. If the Developer provides any of the foregoing with its App(s) that includes intellectual property owned by any third party, the Developer represents and warrants to Exact that it has secured the right to provide the third party owner's intellectual property to Exact for publication in the App Store. The Developer agrees to indemnify Exact against any of such party claims for infringement, violation or misappropriation of a third party owner's intellectual property rights so provided.

## **5. Maintenance & Support**

The Developer is solely responsible for the maintenance (including updates that are necessary or appropriate for the functioning of the App(s) and functioning of the App(s) with Exact Online) and support of the App(s).

## **6. Additional terms**

- 6.1. The Developer ensures that he is entitled and has received the consent from its clients to transfer information and data of its clients to and from its App(s). The Developer warrants that he has received all authorizations and the Developer will provide (proof of) that authorization immediately at Exact's request.
- 6.2. The Developer is not allowed to create multiple versions of its App(s) for the same or similar usages.
- 6.3. Exact is entitled to conduct an audit or inspection on the App(s) the Developer registered and connected. In case Exact notices that an App is registered and/or connected to replace one of the Developer's existing App(s), Exact is entitled to not accept the new App and/or to charge the Developer based on the existing fee arrangements between Exact and the Developer that apply to the existing App(s).
- 6.4. The Developer may not transfer, novate, assign, outsource and/or subcontract any rights under these EOL Connectivity Terms and/or its App(s) and/or any content and/or functionality of its App(s) to any third party.

## **7. Mutual referral**

- 7.1. The Developer and Exact are allowed to mutually refer new customers for each other's software applications in accordance with the terms and conditions below.
- 7.2. Both the Developer and Exact shall refrain from making statements or announcements about each other without prior written consent.
- 7.3. The Developer shall not actively market or solicit any order for Exact Online subscriptions without Exact's prior written consent. Neither party shall, in connection with the involvement in selling or promoting software products, pay or grant or agree to pay or grant, anything of value to any customer or to any person acting for or subject to the control of a customer.
- 7.4. Parties have sole and complete control over the charges, terms and conditions for their own software products, applications and related services. Neither party shall have the authority hereunder to recommend any of the software products for any other applications or use unless authorized by the proprietary owner of such software in writing.

## **8. Fees**

- 8.1. The Developer will pay a fee for the Exact Online Developer's License.
- 8.2. Exact reserves the right to ask for a fee for the registration, connection, use and/or publication of App(s) in the future.
- 8.3. When fees are not paid when due, articles 4.8, 4.9 and 4.10 of the Exact Online Conditions apply.
- 8.4. Exact is entitled to adjust its fees. Where possible, Exact will inform about a fee adjustment through the Website.
- 8.5. Any fee arrangements agreed between Exact and the Developer in the past with regard to the App(s) and/or the Exact Online Developer's License, remain in full force, unless Exact informs the Developer otherwise in writing.

## **PART C. GENERAL CONDITIONS**

These general conditions apply in addition to both Part A and Part B.

### **1. EOL Connectivity Terms**

- 1.1. You agree to be bound by these EOL Connectivity Terms, including all terms and conditions contained in or referenced herein, or any additional terms and conditions set forth in the App Store.
- 1.2. Exact reserves the right, at its sole discretion, to revise these EOL Connectivity Terms fully or partially from time to time. Such amended EOL Connectivity Terms shall be effective upon Exact's posting of such amended terms in the App Store. Your continued use, after any amendments, implies You agree to these amended terms.

### **2. Access to the App Store, termination**

- 2.1. Exact may change or discontinue the App Store and related services at its sole discretion. If You do not agree with such changes, You may terminate using the App Store and ask Exact to delete the App(s) (also from the App Store, where applicable). If You continue to use the App Store after Exact has changed the App Store, You are deemed to have accepted the changes.
- 2.2. Exact reserves the right to terminate or restrict access to the App Store at its sole discretion at any time, without any liability towards You or any App user. Exact will terminate the access to the App Store in the following (not limited) cases:
  - i. if You fail to duly fulfil one of Your obligations hereunder and after written notice from Exact, You do not remedy this negligence or failure to perform within a reasonable period after provision of that notice;
  - ii. If You file or have filed a petition in bankruptcy which is not dismissed within 30 days, if a receiver is appointed, if You inform Exact You can no longer fulfil Your payment obligations or if Exact must conclude from the circumstances that You can no longer fulfil Your payment obligations, or if You are dissolved, granted a moratorium on the payment of Your debts, liquidated or cease Your activities as a going concern;
  - iii. In case of any significant change in Your ownership, management or business.
- 2.3. In connection with the App Store, Exact may make content or software available to You that includes software components, applications, interfaces, APIs and other tools that are considered to be Open Source Software ("OSS") governed by applicable OSS licenses. Where provided, any portion of content or software that contains OSS will be governed by the applicable OSS license terms and conditions. Upon first written request by You, Exact will make the relevant OSS license terms available. You agree and acknowledge that You reviewed and agree to such applicable OSS license terms. These applicable OSS license terms may be amended from time to time and it is Your responsibility to regularly familiarize yourself with any changes.

### **3. Cooperation**

You agree to cooperate with Exact upon any submission to Exact of Your App(s) and to answer any of Exact's questions and provide information and materials requested by Exact regarding Your App(s) and/or Your compliance with the applicable terms. Exact may, at its sole discretion, reject Your App(s).

### **4. Rules of conduct**

- 4.1. You will create an App that will be efficient in its use, meaning that the App will not unnecessarily make API calls, or otherwise excessively burdens the infrastructure and/or normal use of Exact Online. Excessive burden also includes excessively high use of processing, memory, network and disk and storage capacity. In such cases Exact reserves the right to take

measures and ask You to make changes to the App. Exact may suspend the App in case You are not willing to cooperate with Exact's request.

- 4.2. You will not register an App that:
  - a. will intentionally or unintentionally post, transmit, link to or distribute any materials or information that would constitute a criminal offense or give rise to civil liability or that would otherwise be contrary to any national or international law or regulation;
  - b. will defame, abuse, stalk, harass, threaten or otherwise cause distress or discomfort to users of the App or others;
  - c. will post, transmit, link to or otherwise distribute any material or information that is inappropriate, vulgar, abusive, threatening, hateful, obscene or otherwise objectionable;
  - d. will post, transmit, link to or otherwise distribute any information or software which contains a virus, timebomb, cancelbot, trojan horse, worm or other harmful or disruptive component, or that will otherwise interfere or attempt to interfere with the operation of the App Store in any way through any means or device, including spamming and hacking.
- 4.3. You confirm that You will comply with all applicable laws and regulation with regard to Your App.
- 4.4. Regarding Your use of the App Store, You will not:
  - a. probe, scan or test (or attempt to do so) the vulnerability of the App Store;
  - b. use the App Store to invade the privacy of or obtain personal information about any App Store user or to obtain a list of App Store users;
  - c. modify, move, add to, delete or otherwise tamper with the information contained in the App Store;
  - d. decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the App Store.
- 4.5. Your access to and use of the App Store is subject to all applicable local and international laws and regulations. You agree not to use the App Store in any way that violates such laws or regulations. Without limiting the generality of the foregoing, You acknowledge that the App Store contains content that is subject to the U.S. Export Administration Regulations (EARs), and other export laws, regulations and restrictions for the countries in which Exact hosts the App Store or where You may access the App Store, which may include prohibitions on the export of content to individuals or entities or countries listed on any Restricted Party Lists. You agree that You shall at all times comply with all relevant export laws, restrictions and regulations.
- 4.6. Exact prohibits unauthorized links to the App Store and the framing of any information contained on the site or any portion of the App Store, except as expressly permitted by Exact herein. Exact reserves the right to disable any unauthorized links or frames that You or any other user makes available via a link to Your App or any external third-party site. Exact has no responsibility or liability for any material on other websites that may contain links to the App Store.
- 4.7. Exact is entitled to conduct or have an audit and/or inspection carried out in order to investigate if You are complying with these EOL Connectivity Terms. The costs of such audit/inspection are at Exact's expense, unless the audit/inspection proves that You are not complying with these EOL Connectivity Terms, in which case the costs will be at Your expense.

## **5. API & Connectivity Support**

- 5.1. API and connectivity support is provided via the portal in Exact Online and as described in the Exact Online Conditions.
- 5.2. In case You need help with the setup of the App(s) and/or with making the connection to Exact Online, You can request a paid API consult with Exact.

**6. Liability, indemnity**

- 6.1. You are solely responsible for Your App(s) and the content thereof. Any approval of Your App(s) by Exact does not relieve You of any of Your obligations with regard to the App(s).
- 6.2. Exact is not responsible or liable for any loss of, damages to, or disclosure of or misappropriation of any information or data that is transferred to/from Your App(s) due to Your App(s).
- 6.3. You agree to defend, indemnify, and hold harmless Exact and each of its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation, reasonable legal and accounting fees, alleged or confirmed, resulting from Your use of the content (including software), Your breach of the EOL Connectivity Terms, Your use of an App, the use by a third party of Your App(s), or for any third party claim of copyright, trademark, or any other intellectual property infringement arising out of or in connection with Your App(s). Exact shall provide promptly notice to You of any such claim, suit, or proceeding it receives.
- 6.4. Under no circumstances shall Exact be liable for any damages suffered by You, including any incidental, special or consequential damages (including but not limited to, any lost profits or damages for business interruption, loss of information, programs or other data) that result from access to, use of or inability to use the App Store or due to any breach of security associated with the transmission of information through the Internet, even if Exact was advised of the possibility of such damages. Any action brought against Exact pertaining to or in connection with the App Store must be commenced and notified to Exact in writing within 1 (one) year after the date the cause for action arose. The App Store is provided on an “as is”, “as available” basis, and Your use of the App Store and any App accessible herein is at Your own risk. Exact does not make, and hereby disclaims, any and all other express and/or implied warranties and conditions, including but not limited to, warranties of quality, fitness for a particular purpose, non-infringement, or trade practice. Exact does not warrant that the App Store will be uninterrupted, error-free, available or completely secure.

**7. Privacy**

Protecting the privacy of our customers and users of our App Store is important to Exact. You acknowledge and agree that by providing Exact, or the third party publishers of any App(s) made available in the App Store, with any personally identifiable information through the App Store, You agree to comply with all applicable laws pertaining to privacy and data security, and You consent to the transmission of such personally identifiable information over international borders (outside of the EEA) as necessary for processing in accordance with Exact's standard business practices and the applicable [Privacy Policy for Exact Services](#) and [Privacy Statement](#).

**8. Third party information**

Information in the App Store includes information supplied by independent third parties. While Exact makes every reasonable effort to ensure the accuracy of all information in the App Store, Exact makes no warranty as to the accuracy of any such information and is not responsible for injuries or harm You may suffer in relying on information supplied by independent third parties.

**9. Links to third party sites**

- 9.1. The App Store may contain links that will let You access other websites (including Apps submitted by other App Store users) that are not under the control of Exact. If You elect to click on a link that redirects You to other websites, whether for the purpose of acquiring and/or for using an App published at the App Store, or for any other reason, You understand that Exact may prompt You to acknowledge notice that You are leaving the App Store.

Whether or not You are prompted to acknowledge notice, by accepting these EOL Connectivity Terms You agree that links to third party sites are only provided as a convenience and Exact does not endorse any of these sites.

- 9.2. Exact accepts no responsibility or liability for any material that may be accessed on other websites reached through the App Store, nor does Exact make any representation regarding the quality of any product, app, or service contained at any such site.

## **10. Security**

The security of information transmitted through the internet can never be guaranteed. Exact does not warrant or make any representations as to the security of the App Store or any app accessible in the App Store. You acknowledge any information sent may be intercepted. Exact does not warrant that the App Store, any app accessible herein, or the servers which make the App Store available are free from viruses or any other harmful elements. Exact is not responsible for any interception or interruption of any communications through the internet or for changes to or loss of data. You are responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of Exact sites, including but not limited to the App Store. In order to protect You and Your data, Exact may suspend Your use of the App Store, without notice, pending an investigation, if any breach of security is suspected.

## **11. Governing law, jurisdiction**

- 11.1. The EOL Connectivity Terms and the legal relationship between You and Exact are governed by Dutch law.
- 11.2. Unless and to the extent provisions of mandatory law preclude this, all disputes that may arise between You and Exact because of or in connection with the App Store and/or the EOL Connectivity Terms will exclusively be submitted to the competent court in Rotterdam, the Netherlands, notwithstanding Exact's right to submit a dispute, as referred above, to any other competent court.

## **12. Miscellaneous**

- 12.1. Parties are independent contractors. Under no circumstances shall either Party be considered as an employee of the other Party. You do not have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, or in the name of, or on behalf of Exact, except with prior written consent of Exact.
- 12.2. You will not have the right to assign or otherwise transfer Your rights and obligations under these EOL Connectivity Terms without the prior written consent of Exact.
- 12.3. If any provision of these EOL Connectivity Terms is fully or partially void, nullified or contrary to the law, these EOL Connectivity Terms will remain in full force and effect and such provision will be interpreted and enforced as closely as to the intention of parties.
- 12.4. Exact's failure to exercise or delay in exercising any right under the EOL Connectivity Terms shall not constitute a waiver of such rights.