

***The English translation follows the original Dutch text. In case any discrepancies or ambiguities arise between the Dutch and the English text, the Dutch text shall prevail over the English text.***

## **General Terms and Conditions - Muute B.V. - July 2026**

These are the general terms and conditions of **Muute B.V.** ("Muute"). Muute's address is Dotterbloemstraat 25, 3053 JV Rotterdam, the Netherlands, and Muute is registered with the Business Register under Chamber of Commerce number 97706647.

Muute provides cloud services for secure and distraction-free classroom and examination environments, including Muute [one], Muute [class] and Muute [exam], with a management portal, integrations and support. Muute uses software and (mobile) apps developed by it. These general terms and conditions apply to all of its Services.

By accessing or using the Services, you confirm that you have read and understood these Terms and Conditions and agree to be bound by them.

### **1. Definitions**

- 1.1. The terms below have the following meanings on Muute's website, in these general terms and conditions and in the Agreement, regardless of whether they are used in the singular or plural.
- a) Agreement: the written agreement (including a (digitally) signed quotation or order confirmation), between Muute or its Reseller and the Customer, which contains arrangements regarding the Customer's use of the Services and to which these general terms and conditions apply.
  - b) Services: the SaaS services provided by Muute for distraction-free classroom and examination environments (including Muute [one], Muute [class] and Muute [exam]), including the management portal, APIs, integrations and support.
  - c) Customer: the purchaser of Muute's services.
  - d) Reseller: the legal entity that, on the basis of a written Partner Agreement, is authorised to promote and sell Muute's Services to the Customer and, solely within the written authority granted, to conclude Services on behalf of and for the account of Muute. The Reseller may not amend Muute's terms and conditions or otherwise bind Muute except where expressly permitted; other capacities (such as distributor or franchise partner) are excluded unless agreed in writing.
  - e) User: any natural person who uses the Services. A User may be the Customer's staff ("User (staff)") and a User may be a pupil/student of the Customer ("User (pupil/student)"). They are collectively referred to as User.
  - f) Licence: the non-exclusive right to use the Services at the Customer's agreed location(s), by all Users of those location(s), in accordance with what is stated on Muute's website, the Agreement and these general terms and conditions.
  - g) Period: the period agreed in the Agreement, expressed in months, on the basis of which invoicing will take place; in a (multi-year) Agreement this will be 12 months, unless expressly recorded otherwise.
  - h) Party: Muute, its Reseller or the Customer individually.
  - i) Parties: Muute, its Reseller and the Customer jointly (where applicable).
  - j) Content: data, configurations, templates and settings that the Customer or Users enter or generate in the Services.

- k) Office Hours: Monday to Friday from 9.00 to 17.00, excluding recognised Dutch public holidays.

## **2. Applicability of general terms and conditions, quotations and agreement**

- 2.1. These general terms and conditions apply to every offer and quotation from Muute, as well as to every Agreement. These general terms and conditions will be sent free of charge on request and are also available on Muute's website (<https://www.muute.com>). The Customer's purchasing conditions do not apply.
- 2.2. Muute has the right to amend these general terms and conditions by giving notice, for example on the platform, on Muute's website or by e-mail, at least one month in advance. The Customer agrees that the latest version of these general terms and conditions will then always apply to the assignment. However, the Customer is permitted to terminate the agreement within four (4) weeks after the amendments to the general terms and conditions have been substantively notified by Muute to the Customer, if the amendments to the general terms and conditions cause material disadvantage to the Customer. Such termination does not entitle the Customer to any refund of any fee received by Muute under the Agreement for the relevant agreed Period. Price increases in accordance with Article 3.6 of these general terms and conditions and/or where caused by a change in law are not deemed to cause material disadvantage.
- 2.3. Arrangements that deviate from these general terms and conditions are valid only if they have been recorded in writing in the Agreement.
- 2.4. All offers and quotations made by Muute are non-binding, unless otherwise agreed. An offer in a quotation applies only to the specific underlying assignment (and not to any future assignments) and all dates and periods mentioned are indicative only and are not to be regarded as final deadlines. The Customer may not terminate the agreement due to Muute exceeding a deadline.

## **3. Services, term, price and payment**

- 3.1. Muute provides the Services remotely, multi-tenant and as-a-service, with continuous updates.
- 3.2. The Agreement contains the arrangements regarding the Customer's use of the Services. The Customer is not permitted to allow third parties to use the Services provided by Muute.
- 3.3. The Services are provided from the agreed start date for the initial term, as further specified in the Agreement. The term is automatically renewed for consecutive periods of twelve (12) months each, unless expressly agreed otherwise in the Agreement. The Agreement must be terminated in writing/by e-mail by an authorised signatory of the Customer, subject to a notice period of 2 months before the end of the term, unless expressly agreed otherwise in the Agreement.
- 3.4. The Customer owes payment for the Services for the agreed Period as stated in the Agreement. If no payment schedule is included in the Agreement, all amounts for each

agreed Period are payable by the Customer in advance. The agreed prices are based on the total number of (potential) Users (pupil/student) of the Customer, as included in the Agreement, unless otherwise agreed in the Agreement. If during the agreed Period it appears that the number of Users (pupil/student) deviates by more than 10% from what is included in the Agreement, Muute may, at the request of a Party, issue an additional invoice (debit or credit) to the Customer for the difference in the number of Users (pupil/student) in accordance with the applicable prices for the relevant Period. The Parties undertake to make payment in accordance with Article 3.7 of these General Terms and Conditions.

- 3.5. All prices and other rates are exclusive of VAT and exclusive of any other government levies that are to be borne by the Customer by law. Muute reserves the right to recover from the Customer any additional assessments payable by the government that are to be borne by the Customer by law.
- 3.6. If and insofar as discounts have been agreed in the Agreement in relation to the then applicable rates, these discounts apply only for the first 12 months of the agreed term, unless expressly agreed otherwise.
- 3.7. Muute is entitled to adjust the fees agreed with the Customer annually in July for the next relevant Period. The adjustment of the fees will be announced in writing in any manner. This may also be in the next Agreement or on the next invoice. Adjustments to the fees payable under the Agreement may be as follows:
  - a) CPI: Based on the Consumer Price Index (CPI, 2015 = 100) for the preceding calendar year, as published by Statistics Netherlands.
  - b) Discretionary: The adjustment referred to under (a) may, at Muute's discretion, be multiplied by a factor, for example for improved navigation or functionality. Example: with a price increase based on CPI of 2.5% and a discretionary factor of 1.2, the price increase would be  $2.5\% \times 1.2 = 3.0\%$ .
  - c) Interim: Muute is entitled to pass on, on an interim and proportionate basis, increases in the costs of its business operations that it could not reasonably have expected when entering into the Agreement, such as an interim increase in energy prices.

The Customer hereby expressly agrees in advance to any adjustment of the fees payable under the Agreement that is directly and fully connected with cost increases as referred to in this article.

- 3.8. Payment by the Customer must be made in accordance with the payment terms stated on the invoice. In the absence of such terms, payment must be made in euros within thirty (30) calendar days after the invoice date. The total amount must be paid without any deduction or set-off.
- 3.9. If the Customer fails to fulfil its payment obligations under the Agreement, whether in whole or in part or on time, it will be in default without any further notice of default being required. The Customer will then owe statutory interest from the date on which the payment became due. All costs incurred by Muute both in and out of court, including reasonably incurred legal costs as a result of the Customer's failure to fulfil its obligations under an Agreement, will be borne by the Customer. The extrajudicial

(collection) costs incurred by Muute are fixed at at least 15% of the principal amount of the claim, with a minimum of €150.00.

#### **4. Performance of the Services**

- 4.1. Muute will use its best efforts to perform the Services with due care in accordance with the arrangements and procedures recorded in writing with the Customer in the Agreement. The Services are performed on the basis of a best-efforts obligation.
- 4.2. Muute is not obliged to follow the Customer's instructions in the performance of the Services, in particular if such instructions change or supplement the content or scope of the Services. If such instructions are nevertheless followed by Muute, the relevant work will be charged in accordance with Muute's usual rates.
- 4.3. Muute may make changes to the content or scope of the Services. If such changes result in a change to the procedures applicable to the Customer, Muute will inform the Customer as promptly as possible and the costs of such change will be borne by the Customer. In that case the Customer may terminate the agreement in writing with effect from the date on which the change enters into force, unless the change relates to changes in relevant legislation or other regulations issued by competent authorities, or Muute bears the costs of the change.
- 4.4. Muute may continue performing the Services using a new or modified version of the underlying software. Muute is not obliged to maintain, modify or add specific properties or functionalities of the Services for the Customer. Muute is never obliged to provide the Customer with physical copies of the software.
- 4.5. Roadmap and feature requests will be assessed reasonably. Muute makes its own choices in roadmap and feature development.
- 4.6. Scheduled training sessions may be cancelled or rescheduled up to 14 days before the planned training. In the event of later cancellation or rescheduling, the training will be deemed to have been provided on the originally scheduled date.
- 4.7. Services for which no separate fee is charged (for example support for Users) are provided on the basis of 'fair use'. In the event of disproportionate use of these Services, Muute will consult with the Customer to determine the cause. In the event of continued disproportionate use of these Services, Muute is entitled to charge the Customer for them in accordance with Muute's usual rates.

#### **5. Customer cooperation**

- 5.1. The Parties acknowledge that the success of the Services depends on proper and timely mutual cooperation. The Customer will always provide in a timely manner all cooperation reasonably required by Muute and will always provide in a timely manner all data or information reasonably requested by Muute.
- 5.2. The Customer warrants the accuracy and completeness of the data and information provided by it to Muute. If the data and information provided by the Customer contain

inaccuracies that are apparent to Muute, Muute will make enquiries with the Customer.

- 5.3. The Customer ensures that, immediately after entering into the Agreement, it has the facilities required for the use of the Services as included in the Agreement or published on Muute's website.
- 5.4. The Customer is responsible, at its own expense and risk, for:
  - a) the correct use and application of the Services provided by Muute;
  - b) ensuring correct use by the Users;
  - c) implementing the required procedures in its organisation;
  - d) a unique, personal and non-reusable/non-transferable e-mail address for the Users;
  - e) securely sending data files (if applicable);
  - f) complying with the system and security requirements as included in the Agreement and/or on Muute's website; and
  - g) securing the interfaces that the software may have with software not originating from Muute because the software is connected to it.
- 5.5. The Customer warrants that the Users deal responsibly with access to the platform and the information obtained from it, while the Customer also remains unconditionally responsible for all information that the Users add to the platform.
- 5.6. The Customer must handle with care and is responsible for each User ID requested/used by or on its behalf. The User ID is unique, personal and non-transferable and may not be used for any purpose other than that for which it was created. The Customer and the Users are obliged to observe strict confidentiality towards everyone in respect of each User ID. As soon as the Customer knows or has reason to suspect that third parties have knowledge of one or more of its User IDs, the Customer will notify Muute thereof without delay, without prejudice to the Customer's obligation to take immediate measures against those third parties itself where possible.

## **6. Maintenance, bug fixing and support access**

- 6.1. Muute may temporarily take the Services wholly or partly out of use for preventive, corrective or adaptive maintenance or other forms of service provision. Muute will not allow the unavailability to last longer than necessary and will, where possible, have it take place outside Office Hours. Muute is not obliged to resolve malfunctions connected with problems in the Customer's ICT infrastructure because the system requirements have not been met. Maintenance will be carried out outside normal school hours.
- 6.2. Muute does not warrant that the software made available in the context of the Services will function without errors and without interruptions. Muute will use its efforts to remedy errors in the software within a reasonable period if and insofar as it concerns Muute's own software and the relevant defects have been reported to Muute in writing by the Customer in a detailed description. Muute may, where appropriate, postpone remedying the defects until a new version of the Muute software is put into use.

- 6.3. Muute does not warrant that defects or errors in third-party software will be remedied. Such software is maintained and supported in accordance with the terms and conditions of such third parties. These terms and conditions will, if available, be made available to the Customer on request.
- 6.4. Muute is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions in the Services and the software used in connection with them.
- 6.5. On the basis of the information provided by Muute regarding measures to prevent and limit the consequences of malfunctions, defects in the Services, corruption or loss of data or other incidents, the Customer will identify the risks for its organisation and, where necessary, take additional measures. Muute declares that it is prepared, at the Customer's request, to provide reasonable cooperation in further measures to be taken by the Customer, subject to the (financial) conditions to be set by Muute. Muute is never obliged to restore corrupted or lost data.
- 6.6. Muute does not warrant that the software to be made available in the context of the Services will be adapted in time to changes in relevant related laws and regulations. Muute will, as far as technically possible, support the obligations that the Customer must comply with by law. The costs associated with this support are not included in the agreed prices and fees of Muute and will be borne by the Customer in accordance with Muute's usual rates.

## **7. Rights and obligations**

- 7.1. Muute may suspend the assignment if, due to circumstances outside its sphere of influence or of which it was unaware, it is temporarily unable to fulfil its obligations.
- 7.2. Without prejudice to its other rights, Muute may suspend, terminate or dissolve performance of the assignment if the Customer does not fulfil its obligations, or does not fulfil them fully or on time.
- 7.3. In any event, Muute may terminate the assignment immediately (and is not obliged to pay damages or compensation) in any of the following cases:
- a) the Customer exceeds a payment term by more than 60 days;
  - b) the Customer is bankrupt or has been granted a suspension of payments;
  - c) the Customer (legal entity) is dissolved or liquidated;
  - d) there is another circumstance as a result of which the Customer can no longer freely dispose of its assets.

## **8. Intellectual Property**

- 8.1. All intellectual property rights in the software, websites, databases, equipment, training, testing and examination materials or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, developed under the agreement or made available to the Customer, are vested exclusively in Muute, its licensors or its suppliers. The Customer obtains the rights of use expressly granted under these general terms and conditions, the Agreement and the law. Any right of use accruing to the Customer is non-exclusive, non-transferable,

non-pledgeable and non-sublicensable. The agreement does not in any way aim to transfer ownership of intellectual property to the Customer.

- 8.2. The Customer will not remove or alter, or have removed or altered, any indication(s) relating to the confidential nature or to copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
- 8.3. Even if the Agreement does not expressly provide for this, Muute is always permitted to implement technical provisions to protect equipment, databases, websites, software made available, software to which the Customer is granted direct or indirect access, and the like, in connection with an agreed limitation in the content or duration of the right to use these objects. The Customer will not remove or circumvent, or have removed or circumvented, such technical provision(s).
- 8.4. With regard to information made available to Muute by the Customer and/or the User that has either been developed or collected by or on behalf of the Customer and/or the User, or in respect of which the Customer and/or the User has lawfully obtained rights of use from third parties, such as anonymous data collected by it, ownership remains with the Customer and/or the User or its suppliers. The Customer and/or the User hereby grants Muute an unlimited, non-exclusive, free, worldwide, irrevocable and perpetual right of use to this information if and insofar as this information has at any time been lawfully and actually made accessible to Muute in physical or digital form. The Customer and/or the User declares that it is aware of its responsibility to prevent infringement of third-party intellectual property rights and not to provide information that has not been developed by or on behalf of the Customer and/or the User or for which the Customer and/or the User has no right of use. The Customer will ascertain its rights to such information in good time and indemnifies Muute against its damage and costs if the Customer and/or the User nevertheless infringes third-party intellectual property rights.

## **9. Liability**

- 9.1. Muute is not liable for damage of any nature arising because it relied on incorrect and/or incomplete data provided by or on behalf of the Customer.
- 9.2. All rights of claim and other powers, on whatever basis, that the Customer has against Muute must be received by Muute in writing within one (1) month after the moment at which the Customer became aware of them or could reasonably have become aware of them, failing which they will lapse.
- 9.3. If Muute imputably fails to fulfil its obligations under the Agreement, the Customer must give it notice of default, unless performance of the relevant obligation(s) is already permanently impossible, in which case Muute is immediately in default. The notice of default must be in writing and as detailed as possible, granting Muute a reasonable period to fulfil its obligations after all.
- 9.4. The Party that imputably fails to fulfil its obligation(s) is liable towards the other Party for compensation of the damage suffered by the other Party, all in accordance with the provisions of this article.

- 9.5. Muute's total liability for an imputable failure to perform the agreement or on any other legal ground, expressly including any failure to comply with a warranty obligation agreed with the Customer, is limited to compensation of direct damage up to a maximum of the price stipulated for that agreement (excluding VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for that agreement is set at the total of the fees (excluding VAT) stipulated for 6 months. In no event will Muute's total liability for direct damage, on whatever basis, exceed €20,000.
- 9.6. Muute is not liable for consequential damage or indirect damage, including but not limited to lost profit, missed savings, lost turnover, damage due to business interruption, reduced goodwill, corruption or loss of data and claims from the Customer's customers, even if this was caused by negligence or a failure to perform the Agreement by employees or auxiliary persons of Muute.
- 9.7. The provisions of this article, as well as all other limitations and exclusions of liability set out in these general terms and conditions, also apply for the benefit of all legal and natural persons whose services Muute uses in the performance of the Agreement.

## **10. Confidentiality and privacy**

- 10.1. All information and data that the Parties exchange in the context of the agreement and associated agreements between the Parties, or of which the Parties become aware, will be treated as confidential by the other Party. The Customer acknowledges that the Services originating from or via Muute always have a confidential nature and contain trade secrets of Muute and its suppliers. The Parties undertake not to disclose such information and data to third parties without the written consent of the other Party, unless and insofar as they are obliged to do so pursuant to any statutory provision. The Parties will oblige personnel and other persons involved to comply with this confidentiality obligation.
- 10.2. The Parties must comply with the provisions of applicable privacy legislation as laid down in the General Data Protection Regulation. If, in the context of the Services, the Customer has personal data processed by Muute, Muute is to be regarded as 'processor' and the Customer as 'controller' within the meaning of the General Data Protection Regulation. Muute will process the Customer's personal data only if it has received an express instruction to do so from the Customer. Muute processes personal data in accordance with the terms of the model data processing agreement belonging to the Privacy Covenant for Digital Educational Resources (see: <https://www.privacycovenant.nl>), which has also been made available to the Customer. In the absence of a copy of the data processing agreement signed by the Parties, the provisions of the data processing agreement belonging to the Privacy Covenant for Digital Educational Resources apply in full.
- 10.3. Muute will regularly inform Users (Staff) by e-mail messages about substantive developments of Muute's Services, for example new possibilities/functions, important changes, system updates, information directly related to the use of the Users' (Staff) accounts, etc. Users (Staff) may unsubscribe from these informational messages at any time.

**11. Source code and security**

- 11.1. The Customer will do everything within its power to prevent Users from reading and modifying the source code of the platform. Muute will take the necessary technical measures to prevent Users from reading and modifying the source code of the platform.
- 11.2. The Customer is aware that Muute applies a responsible disclosure policy as published at <https://www.muute.com>.

**12. Miscellaneous**

- 12.1. If any part of these terms and conditions is null and void or voidable, this does not affect the validity of the remainder of the Agreement or these terms and conditions. The null and void or voided part will be replaced by a provision that follows the content of the invalid provision as closely as possible.
- 12.2. After the end of the Agreement, the provisions which by their nature are intended to continue to apply, such as the provisions concerning confidentiality, liability, privacy, intellectual property, applicable law and dispute resolution, will remain in force.
- 12.3. In the event that these general terms and conditions and the agreement contain conflicting provisions, the provisions included in the Agreement apply.
- 12.4. The agreements between Muute and the Customer are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.
- 12.5. Disputes arising from the Agreement, these general terms and conditions or further agreements resulting therefrom shall be submitted to the competent court of the District Court of Rotterdam, unless mandatory law or regulations designate another competent court. This is without prejudice to the right of the Parties to request interim relief, conservatory measures or other urgent legal measures from the competent court.

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