



These General Terms and Conditions (the “Terms”) govern all business-to-business supplies by Cobra.

1. Application, B2B status and formation

These Terms apply to every offer, quotation, Order and agreement under which Cobra supplies Goods, Software, Digital Services, Professional Services or Deliverables to the Customer.

The Customer represents that it acts exclusively in the course of a business or profession and not as a consumer. If a consumer nevertheless enters into an agreement, mandatory consumer law prevails and Cobra may refuse or cancel the transaction to the extent permitted by law.

Cobra shall provide or make these Terms available to the Customer before or when the relevant agreement is concluded, in a form the Customer can store and reproduce. The Customer shall retain a copy. The Terms are accepted when the Customer signs or electronically accepts them, accepts an Order referring to them, issues a purchase order after receiving them, or begins receiving or using the relevant supply after receiving them.

Each Order is a separate agreement between Cobra and the Customer unless the Order expressly states otherwise. No framework or volume commitment exists merely because the parties have entered into earlier Orders.

2. Definitions and interpretation

In these Terms, the following definitions apply:

Affiliate: an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

Business Day: a day other than a Saturday, Sunday or public holiday in the Netherlands on which banks in Amsterdam are generally open for business.

Confidential Information: non-public commercial, financial, technical, security or other information disclosed by or on behalf of a party that is identified as confidential or that reasonably should be understood to be confidential.

Contract: the agreement formed by an accepted Order together with the documents incorporated into it.

Customer: the business or professional customer identified in the Order.

Customer Data: data, content and materials submitted to, stored in, or otherwise processed through the Software or Digital Services by or for the Customer, excluding Cobra's usage statistics and independently developed data.

Deliverables: work product expressly identified as a deliverable in an Order for Professional Services.

Digital Services: hosted, subscription, cloud, support, maintenance or other digital services supplied by Cobra.

Documentation: Cobra's then-current user instructions and technical documentation made available for the relevant supply.

Fees: the prices, charges and reimbursable expenses payable by the Customer under a Contract.

Goods: physical products, equipment, components and associated physical materials supplied by Cobra.

Order: a quotation, order form, statement of work, online checkout, purchase order accepted by Cobra, or other ordering document that identifies the relevant supply and commercial terms.

Professional Services: consulting, implementation, configuration, design, training, advisory or other professional services supplied by Cobra.

Software: Cobra software, applications, firmware, interfaces, tools or code, whether installed, embedded, downloaded or hosted.

Cobra: COBRA-HPC B.V., trading as Cobra, or the Cobra Affiliate expressly identified as supplier in the Order.

References to “including” mean “including without limitation”. Headings are for convenience only. A written notice includes email where these Terms permit email notice. If a time period ends on a non-Business Day, it ends on the next Business Day.

3. Contract documents and priority

The Contract consists of the following documents, in descending order of priority in the event of conflict:

a document signed by authorised representatives of both parties that expressly states it amends the Contract;

the Order, including any statement of work or specifications attached to it;

a data processing agreement or service level agreement expressly incorporated into the Order;

these Terms; and

the Documentation.

A lower-ranking document prevails only where it expressly identifies the provision it overrides. Commercial or operational details in an Order prevail for that Order, but a Customer purchase order does not amend the Contract merely by containing inconsistent or additional wording.

Any general or purchasing terms of the Customer are expressly rejected and do not apply, even if referenced in a purchase order, supplier portal, acceptance, payment or other communication. Performance by Cobra does not constitute acceptance of the Customer's terms.

4. Offers, Orders and change control

Unless an offer states otherwise, it is non-binding and expires 30 days after its date. Cobra may correct obvious clerical, pricing, technical or calculation errors. Catalogues, demonstrations, samples, website descriptions and estimates are illustrative unless expressly incorporated into an Order.

An Order becomes binding only when Cobra confirms it in writing, begins performance, or otherwise expressly accepts it. Cobra may carry out reasonable credit, compliance and availability checks before acceptance.

The Customer may not cancel an accepted Order except with Cobra's written consent. If Cobra consents, the Customer shall pay for work performed, Goods acquired or committed, non-cancellable third-party charges, demobilisation and other reasonable costs caused by the cancellation.

Either party may propose a change. No change to scope, assumptions, quantities, specifications, Fees or schedule is binding unless documented in a written change order accepted by both parties. Pending agreement, Cobra shall continue the unchanged work where reasonably practicable.

If Customer instructions, dependencies, inaccurate information or delays change the effort or timetable, Cobra may reasonably adjust the Fees and milestones after notifying the Customer and providing supporting detail.

Cobra may rely on specifications, drawings, bills of materials, interface descriptions, samples, software, data and other inputs approved or supplied by the Customer. Once a design or requirements baseline has been approved, a requested change, correction of an inconsistency, or newly disclosed requirement is subject to change control and may affect Fees, component commitments, testing and schedule.

A prototype, engineering sample, demonstration unit, model or pre-production result is intended to validate only the characteristics and criteria stated for that stage. Customer approval establishes the agreed baseline for those characteristics. It does not constitute approval of a latent defect or of a characteristic that could not reasonably be assessed at that stage.

5. Fees, invoicing and payment

Fees are stated in the Order and are exclusive of VAT, sales or use taxes, customs duties, levies, delivery charges and reimbursable expenses unless the Order expressly states otherwise. The Customer shall pay all such amounts, except taxes imposed on Cobra's net income.

Cobra may invoice as stated in the Order. If the Order is silent, Cobra may invoice Goods on dispatch, recurring Software or Digital Services in advance, and Professional Services monthly in arrears. Reasonable pre-approved travel and out-of-pocket expenses are reimbursable at cost.

Invoices are due within 30 days after the invoice date, in the currency stated, without deduction, set-off or suspension except to the extent a counterclaim has been finally determined by a competent court or expressly accepted by Cobra.

The Customer shall notify Cobra of a good-faith invoice dispute within 10 Business Days after receipt, stating the amount and reasons in reasonable detail, and shall timely pay all undisputed amounts. The parties shall work promptly to resolve the dispute.

If an amount is overdue, the Customer is in default without further notice. Cobra may charge statutory commercial interest under article 6:119a of the Dutch Civil Code from the due date, the statutory fixed recovery fee of EUR 40, and all reasonable judicial and extrajudicial recovery costs to the extent permitted by law.

Cobra may require advance payment, a deposit or adequate security where reasonably justified by credit risk, repeated late payment or a material deterioration in the Customer's financial condition.

For recurring supplies, Cobra may adjust Fees once per calendar year by the increase in the Dutch consumer price index (CPI, all households) published by Statistics Netherlands, or a successor index, on at least 30 days' notice. Any other recurring Fee increase applies from the next renewal unless the Order states a different mechanism.

6. Customer responsibilities

The Customer shall timely provide accurate information, decisions, approvals, access, facilities, systems, personnel, connectivity and cooperation reasonably required for Cobra to perform the Contract.

The Customer is responsible for its selection and lawful use of the supplies, its business decisions and results, and for verifying that the supplies meet its technical, operational, regulatory, security and compatibility requirements unless the Order expressly assigns a requirement to Cobra.

The Customer shall maintain appropriate systems, backups, cybersecurity controls, credentials and business continuity measures. It shall ensure that authorised users comply with the Contract and remains responsible for their acts and omissions.

Customer delays do not excuse payment for milestones achieved, capacity reserved, or costs reasonably incurred. Cobra may reschedule affected work and extend deadlines by at least the period of delay plus reasonable remobilisation time.

The Customer shall retain complete backup copies of designs, source files, data, configurations and media supplied to Cobra. Cobra shall use reasonable care while Customer property is in its possession, but any liability for loss of or damage to that property remains subject to article 17.

Before design freeze or Order acceptance, the Customer shall disclose the intended operating environment, interfaces, performance envelope, expected service life, safety or mission criticality, hazard classification, regulatory pathway, export classification information known to it, and intended end use. Cobra is not responsible for requirements or operating conditions that were not disclosed and expressly accepted.

7. Goods

This article applies to Goods. The Order shall specify quantities, specifications, delivery location and any agreed trade term. Unless the Order states otherwise, delivery is FCA Cobra's relevant dispatch facility under the Incoterms 2020 rules published by the International Chamber of Commerce. Risk passes in accordance with that rule. Title remains subject to the retention-of-title provisions below.

Delivery dates are estimates unless expressly stated as fixed and essential. Cobra may make partial deliveries and invoice them separately. A reasonable delay does not entitle the Customer to cancel or claim damages unless Cobra, after written notice, fails to deliver within a reasonable additional period.



Unless the agreed Incoterm provides otherwise, the Customer is responsible for carriage, transport insurance, import clearance, duties, taxes and permits. If Cobra arranges carriage at the Customer's request, it does so on the Customer's behalf and at the Customer's cost and risk, without changing the agreed transfer of risk.

Cobra may require advance payment or a binding purchase commitment for customised, scarce, long-lead-time or non-cancellable and non-returnable components. Those amounts and commitments are non-refundable if the Customer cancels, delays or changes the affected Order, except to the extent Cobra reasonably avoids or recovers the cost.

Cobra may substitute a component, material or manufacturing source with an item of materially equivalent or better form, fit and function where needed for availability, security, compliance or lifecycle reasons. Cobra shall obtain the Customer's approval before a substitution that materially affects agreed performance, interfaces, regulatory approval or qualification; such approval shall not be unreasonably withheld or delayed.

Component availability and manufacturer roadmaps are outside Cobra's control. Where reasonably practicable and supplier information permits, Cobra shall notify the Customer of a material end-of-life or discontinuation affecting an agreed supply. Last-time buys, buffer stock, redesign, requalification, recertification and replacement of obsolete components are outside the original scope and require advance funding or a change order unless the Order expressly includes them.

The Customer shall ensure safe and suitable unloading, storage, installation and operating conditions. Unless installation is included in the Order, the Customer is responsible for installation and commissioning in accordance with the Documentation and applicable law.

The Customer shall inspect Goods promptly on delivery. It must notify visible transport damage, shortages or non-conformity in writing within 5 Business Days, and latent defects within 5 Business Days after discovery. Failure to notify a visible issue in time constitutes acceptance of that visible issue, without prejudice to a timely claim for a latent defect.

Subject to the exclusions in clause 15, Cobra warrants for 12 months from delivery that Goods supplied under the Cobra brand will materially conform to the agreed specifications under normal, documented use. Third-party Goods carry only the transferable manufacturer's warranty, if any.

For a valid Goods warranty claim, Cobra may at its option inspect, repair or replace the affected Goods, reperform installation, or credit the price paid for the affected Goods. The Customer shall obtain return material authorisation before returning Goods, follow Cobra's RMA instructions, remove confidential data where practicable, and package the Goods appropriately. Cobra bears reasonable return transport for a verified covered defect; if no covered defect is found, the Customer shall pay reasonable inspection, handling and transport costs.

The Customer shall not remove serial numbers, labels, safety notices or ownership markings. It shall promptly inform Cobra of any safety incident, suspected defect, regulatory notice or recall concerning the Goods and cooperate in reasonable corrective action.

Unless the Order states otherwise, Cobra retains ownership of production methods, generic test software, fixtures and tooling developed or acquired for performance. Customer-specific tooling separately identified and fully paid for by the Customer shall be used only for the Customer's work, but Cobra may retain possession for production, support and record-keeping and may dispose of it after reasonable notice once no active supply or support obligation remains.

Cobra retains title to all Goods until the Customer has paid in full all claims arising from the supply of those Goods and related work, including interest and recovery costs, to the extent permitted by article 3:92 of the Dutch Civil Code. Until title passes, the Customer shall:

- store and identify the Goods with reasonable care as Cobra's property;
- not pledge, charge or otherwise encumber them;
- notify Cobra immediately of seizure, insolvency or third-party claims affecting them; and
- permit Cobra, after default and subject to applicable law, to enter relevant business premises at reasonable times to identify and recover them.

The Customer may resell Goods subject to retention of title in the ordinary course of business before default, but may not otherwise dispose of them. Recovery of Goods does not waive Cobra's right to payment or damages, less any net resale proceeds received by Cobra.

8. Software and Digital Services

Subject to full and timely payment, Cobra grants the Customer for the Contract term a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Software and Digital Services solely for the Customer's internal business purposes, within the user, device, location, capacity and other limits in the Order.

Software embedded in Goods is licensed in object-code form solely for operation of those Goods and may not be separated or used with other hardware unless the Order permits it. The Customer may transfer that embedded licence only together with a permitted transfer of the corresponding Goods and only if the recipient accepts the applicable licence restrictions and third-party terms.

The Customer may permit its personnel and contractors to use the Software and Digital Services on its behalf, provided they are bound by obligations consistent with the Contract. The Customer remains responsible for them and shall promptly deactivate access that is no longer required.

Except to the extent mandatory law expressly permits and cannot be excluded, the Customer shall not:

- copy, modify, translate, adapt, reverse engineer, decompile, disassemble or attempt to derive source code, models, underlying ideas or non-public APIs;
- sell, resell, rent, lease, distribute, sublicense, provide bureau services, or make the Software or Digital Services available to a third party;
- circumvent security, authentication, usage limits or technical restrictions, or probe or test vulnerabilities without Cobra's prior written approval;
- introduce malware, interfere with service integrity, or use the supply to store or transmit unlawful, infringing or harmful material; or
- use the supply to build or benchmark a competing product, or publish non-public benchmark results, without Cobra's prior written approval.

Cobra may provide updates, patches and modifications and may perform planned maintenance. Cobra shall use commercially reasonable efforts to avoid material disruption

and, where practicable, give advance notice of planned maintenance. Availability commitments apply only if stated in an SLA incorporated into the Order.

Support, maintenance, vulnerability remediation, compatibility updates and security patches are provided only for the scope, versions and support period stated in the Order or applicable support policy. Continued support after a component, operating system, toolchain or third-party dependency reaches end of support may require migration, redesign or additional Fees.

The Customer shall promptly report a suspected vulnerability through Cobra's designated security contact, provide information reasonably needed to investigate it, and allow a reasonable remediation period before public disclosure, except where law requires otherwise.

Cobra may modify Digital Services to improve functionality, security or compliance, or to reflect technical or supplier changes. Cobra shall not materially reduce the core paid functionality during a current subscription term without reasonable notice. If a non-mandatory change causes a material reduction that Cobra does not remedy, the Customer may terminate the affected Digital Service and receive a pro-rata refund of prepaid Fees for the unused period as its exclusive remedy.

The Customer shall keep credentials confidential, use reasonable access controls, and notify Cobra promptly of suspected unauthorised access. Cobra may reasonably rely on instructions and activity conducted through the Customer's authorised accounts.

Cobra may use technical and usage information to operate, secure, support and improve its supplies. Cobra may create and use statistics and analytics that do not identify the Customer or any individual and cannot reasonably be re-associated with Customer Data.

Upon expiry or termination, Cobra shall make Customer Data available for export for 30 days if the relevant Digital Service ordinarily supports export and all undisputed amounts are paid. After that period, Cobra may delete Customer Data in accordance with its retention practices, subject to legal obligations and any applicable data processing agreement.

Software or services supplied by third parties may be governed by additional pass-through or open-source licence terms notified to the Customer. Those terms control only for the relevant third-party component. Cobra is not responsible for third-party changes or discontinuation outside its reasonable control, but shall use reasonable efforts to offer a practical alternative where material.

Data migration, file-format conversion, interface adaptation, backward compatibility and conversion of legacy systems are not included unless expressly stated in the Order. The Customer shall validate converted data and system behaviour before production use.

Beta, evaluation, preview or free supplies are optional, may be changed or withdrawn at any time, and are provided "as is" without service levels, support commitments or warranties, to the maximum extent permitted by law.

9. Professional Services and Deliverables

Cobra shall perform Professional Services with reasonable skill and care, using suitably qualified personnel. Unless an Order expressly states a guaranteed result or fixed deadline, Professional Services are an obligation to use reasonable efforts and not an obligation to achieve a particular commercial outcome.

Engineering analyses, benchmarks, thermal or power estimates, simulations and architecture recommendations are based on the agreed assumptions, workloads, samples and test conditions. Unless the Order expressly states a guaranteed metric, results may vary with production tolerances, workloads, third-party components, installation and the Customer's operating environment.

Cobra determines the manner, means, location and personnel used to perform Professional Services, subject to agreed deliverables, milestones, security requirements and on-site rules. Cobra may use subcontractors and remains responsible for their performance as if it were Cobra's own.

Time-and-materials estimates are non-binding estimates based on stated assumptions. Fixed Fees apply only to the specified scope and assumptions. Out-of-scope work requires a change order or is charged at Cobra's then-current rates if requested by the Customer and accepted by Cobra.

The Customer shall review Deliverables promptly and provide consolidated feedback through an authorised contact. Delays, conflicting instructions or repeated revisions outside the agreed scope may require a change order and schedule adjustment.

Nothing in the Contract creates an employment, partnership, fiduciary, agency or joint-venture relationship. Neither party may bind the other without express written authority.

10. Acceptance

Where an Order contains written acceptance criteria, the Customer shall test the relevant Deliverable, implementation or milestone against those criteria within 10 Business Days after delivery or completion, unless the Order states a different period.

An Order may establish design reviews, prototype approval, factory acceptance testing (FAT), site acceptance testing (SAT), qualification or other staged acceptance. The Customer shall attend or supply required facilities, loads, data and personnel. If the Customer does not attend an agreed test after reasonable notice, Cobra may perform it and acceptance occurs if the recorded results meet the agreed criteria.

The Customer shall accept the item or provide a written rejection identifying each material failure against the agreed criteria and enough detail for Cobra to reproduce it. The item is deemed accepted when the Customer uses it in production, commercially exploits it, expressly accepts it, or fails to reject it within the acceptance period.

For a valid rejection, Cobra shall use reasonable efforts to correct the material non-conformity and resubmit the item. If Cobra cannot correct it after reasonable attempts, either party may terminate the affected part of the Order and Cobra shall refund prepaid Fees attributable to that unaccepted part. This does not limit any non-excludable remedy.

Minor defects that do not materially impair intended use do not justify rejection and shall be corrected through normal support or within a reasonable time.

11. Intellectual property rights

Each party retains all intellectual property rights it owned or developed independently of the Contract. Cobra and its licensors retain all rights in the Software, Digital Services, Documentation, methods, templates, tools, know-how, generic components, improvements and other background materials.



Unless an Order expressly provides for assignment, and subject to full payment, Cobra grants the Customer a perpetual, worldwide, non-exclusive, non-transferable licence to use Deliverables created specifically for the Customer for its internal business purposes. This licence excludes Software, Digital Services, third-party materials and Cobra background materials, which remain governed by their applicable licence terms.

If an Order expressly requires assignment of specified bespoke Deliverables, Cobra assigns the relevant transferable rights upon full payment, excluding Cobra background materials and third-party materials. Cobra grants a licence to embedded Cobra background materials only to the extent necessary for the Customer to use the assigned Deliverables for the agreed purpose.

The Customer grants Cobra a non-exclusive, worldwide, royalty-free right during the Contract term to use Customer materials and Customer Data as necessary to perform, secure and support the Contract. The Customer warrants that it has all rights and permissions needed to grant that right.

Cobra may freely use ideas, suggestions and feedback supplied by the Customer, provided Cobra does not disclose Customer Confidential Information or identify the Customer without permission.

No rights are granted by implication. All rights not expressly granted are reserved.

12. Customer Data, privacy and security

As between the parties, the Customer retains its rights in Customer Data. The Customer is responsible for the lawfulness, accuracy, quality and integrity of Customer Data and for providing all notices and obtaining all rights, consents and legal bases required for Cobra to process it as contemplated by the Contract.

Each party shall comply with applicable data-protection law, including the General Data Protection Regulation (EU) 2016/679. Each party acts as an independent controller for personal data it processes for its own account administration, billing, compliance, security and business operations.

Where Cobra processes personal data on the Customer's documented instructions as a processor, the parties shall enter into Cobra's then-current data processing agreement meeting article 28 GDPR before that processing begins. The factual allocation of roles and mandatory law prevail over any inconsistent label.

Cobra shall maintain technical and organisational measures appropriate to the risk for the Software and Digital Services. Security measures reduce but do not eliminate risk. Any specific certification, data-location, recovery or incident-notification commitment applies only if stated in the Order, security schedule or data processing agreement.

The Customer shall not submit special categories of personal data, criminal-offence data, regulated health data, payment-card data or other highly sensitive data unless the Order and data processing agreement expressly authorise that data and specify appropriate safeguards.

13. Confidentiality

The receiving party shall use the disclosing party's Confidential Information only to perform or exercise rights under the Contract, protect it with at least reasonable care, and disclose it only to personnel, Affiliates, professional advisers and subcontractors who need to know it and are bound by confidentiality obligations.

Confidential Information does not include information the receiving party can demonstrate: was lawfully known without restriction; becomes public without breach; is received lawfully from a third party without a duty of confidentiality; or is independently developed without use of the Confidential Information.

A receiving party may disclose Confidential Information where required by law or a competent authority, provided it gives advance notice where legally permitted and reasonably cooperates to limit the disclosure.

These obligations continue for 5 years after disclosure. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. On request or termination, the receiving party shall return or destroy Confidential Information, except for archival copies required by law or maintained in routine backups subject to continuing protection.

Unauthorised disclosure may cause irreparable harm. A party may seek interim or injunctive relief in addition to other available remedies.

14. Compliance with law

Each party shall comply with laws applicable to its own performance, including anti-bribery, sanctions, export-control, workplace safety and data-protection laws. Neither party is required to perform an act that would violate applicable law.

The Customer is responsible for licences, registrations, import formalities and approvals required for its purchase, import, installation, resale or use of the supplies, unless the Order expressly allocates a requirement to Cobra.

Unless the Order expressly allocates a defined task to Cobra, the Customer is responsible for system-level risk assessment, validation, conformity assessment, certification, market authorisation and continuing compliance of the final product, system or use into which a supply is incorporated. Cobra's technical assistance does not make Cobra the manufacturer, importer, system integrator or operator for regulatory purposes where mandatory law or the Order assigns that role to the Customer.

A supply may be used in a safety-critical, mission-critical, medical, defence, aerospace, industrial-control or similarly regulated application only where that intended use and its applicable assurance level are identified in the Order. The Customer remains responsible for architecture-level redundancy, hazard controls, validation and operational procedures not expressly assigned to Cobra.

The Customer shall not modify, integrate or operate a supply in a manner that invalidates agreed test results, safety measures, security controls, qualification or regulatory approval. Revalidation or recertification resulting from a Customer change, changed law, changed end use or approved component substitution is additional work unless the Order states otherwise.

The Customer shall not export, re-export, transfer or make available any supply in violation of applicable sanctions or export-control laws, or for a prohibited end use or to a prohibited person or territory.

Where mandatory product-safety, cybersecurity, digital, accessibility, environmental or sector-specific rules apply, the parties shall reasonably cooperate. Nothing in the Contract transfers or excludes a statutory responsibility that cannot lawfully be transferred or excluded.

15. Warranties and disclaimers

Cobra warrants that it has authority to enter into the Contract and shall supply Goods, Software, Digital Services and Professional Services substantially as described in the applicable Order, subject to the specific warranties and remedies in these Terms.

A warranty does not cover non-conformity caused by:

- misuse, accident, abnormal conditions, improper storage, installation or maintenance, or use contrary to Documentation;
- Customer or third-party systems, data, materials, instructions, modifications or combinations not supplied or approved by Cobra;
- failure to install an update or corrective action made available by Cobra, where the failure caused the issue;
- normal wear and tear, consumables, or a third-party product outside Cobra's reasonable control; or
- a prototype, engineering sample, pre-production unit or evaluation supply, except to the extent the Order expressly provides a specific warranty for it; or
- free, beta, evaluation or preview supplies.

The Customer shall notify a warranty claim promptly, provide reasonable diagnostic information and access, and mitigate loss. Cobra's warranty obligations are suspended while undisputed Fees for the affected supply are materially overdue.

Except for express warranties in the Contract and to the maximum extent permitted by law, Cobra disclaims implied warranties and conditions, including merchantability, fitness for a particular purpose, uninterrupted or error-free operation, and results from use. Cobra does not warrant that every defect or security threat will be corrected or prevented.

Advice, forecasts, estimates and recommendations depend on assumptions and information available at the time. The Customer remains responsible for independent review and business decisions.

16. Indemnities

Cobra shall defend the Customer against a third-party claim that paid Cobra Software or a bespoke Deliverable, when used as permitted, infringes that third party's intellectual property right in the European Economic Area, and shall pay damages and reasonable costs finally awarded or agreed in settlement, provided the Customer:

- promptly gives Cobra written notice of the claim;
- gives Cobra sole control of the defence and settlement, subject to no admission or non-monetary obligation for the Customer without its consent; and
- provides reasonable cooperation at Cobra's expense.

If such a claim is likely, Cobra may procure continued use, modify or replace the affected item, or terminate the affected supply and refund prepaid recurring Fees for the unused period or, for a perpetual licence, the licence Fee depreciated straight-line over 36 months. This clause states Cobra's exclusive liability for third-party intellectual property infringement claims.

Cobra has no obligation for a claim caused by Customer materials or instructions, unauthorised modification or combination, use outside the Contract or Documentation, continued use after notice of an available non-infringing alternative, or a third-party component identified as such.

The Customer shall defend and indemnify Cobra and its Affiliates against third-party claims, regulatory penalties and reasonable costs arising from Customer Data or materials, the Customer's unlawful or prohibited use, unauthorised resale or representations, or breach of clause 14, subject to the same notice, control and cooperation principles in clause 16.1.

17. Liability

Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, deliberate intent or conscious recklessness of a party's executive management, payment obligations, or any liability that cannot lawfully be excluded or limited.

Subject to clause 17.1, each party's aggregate liability arising out of or in connection with a Contract, whether in contract, tort (including negligence), statute or otherwise, shall not exceed the Fees paid or payable under the affected Order during the 12 months immediately preceding the first event giving rise to liability. If the affected Order has been in force for less than 12 months, the cap is the Fees paid or payable for its first 12 months.

For claims under clause 16.1, breach of confidentiality, or breach of data-protection obligations, the applicable aggregate cap is twice the amount calculated under clause 17.2. The Customer's payment obligations and liability for use outside the granted licence or for infringement caused by Customer materials are not subject to clause 17.2.

Subject to clause 17.1, neither party is liable for indirect, consequential, incidental, special, exemplary or punitive loss, or for loss of profit, revenue, anticipated savings, goodwill, opportunity, contracts or business interruption, even if foreseeable. Loss of data is limited to reasonable restoration costs from the most recent usable backup that the responsible party was required to maintain.

Cobra is not liable to the extent loss results from Customer delay, instructions, systems, data, failure to mitigate, unauthorised use or breach of the Contract, or from a third-party service outside Cobra's reasonable control that the Customer selected or required.

The limitations in this article reflect the allocation of risk and apply separately to each Contract. They apply notwithstanding failure of an exclusive remedy, but remain subject to the requirements of reasonableness and fairness and any mandatory law.

18. Force majeure

A party is not liable for delay or failure caused by an event beyond its reasonable control that it could not reasonably prevent or overcome, including natural disaster, epidemic, war, terrorism, civil disorder, government measure, sanctions, labour disruption, fire, flood, utility or



telecommunications failure, cyberattack by a third party despite reasonable safeguards, shortage of transport or materials, or failure of a critical supplier.

The affected party shall notify the other promptly, describe the expected impact, use reasonable efforts to mitigate, and resume performance as soon as reasonably practicable. Deadlines are extended for the duration and reasonable recovery period. Force majeure does not excuse payment already due.

If a material affected obligation remains prevented for more than 60 consecutive days, either party may terminate the affected part of the Contract on written notice without liability for future performance. The Customer shall pay for conforming supplies delivered and reasonable non-cancellable costs incurred before termination.

19. Suspension

Cobra may suspend an affected supply on reasonable notice if undisputed amounts are materially overdue, the Customer exceeds agreed use limits, or suspension is reasonably necessary to address a security risk, unlawful use, sanctions concern, threat to the service or material breach. In an urgent case, notice may follow suspension as soon as reasonably practicable.

Cobra shall limit suspension to what is reasonably necessary and restore the supply promptly after the cause is remedied. The Customer remains liable for Fees during a suspension caused by its breach or risk, and shall reimburse reasonable reactivation costs notified in advance.

20. Term and termination

Each Contract begins on the date stated in the Order or, if none, on acceptance, and continues for its stated term. A subscription renews only where the Order expressly provides for renewal and then for the stated renewal period. Termination for convenience is available only if expressly stated in the Order.

Either party may terminate a Contract or affected part by written notice if the other party materially breaches it and fails to cure the breach within 14 days after receiving written notice describing the breach. A breach incapable of cure permits immediate termination.

To the extent permitted by law, either party may terminate immediately if the other party ceases business, enters liquidation or bankruptcy, is granted a suspension of payments, becomes subject to an administrator or receiver, or is unable to pay debts as they fall due, unless the proceeding is dismissed within 30 days.

Cobra may terminate an affected Contract immediately if continued performance would violate sanctions, export-control or other mandatory law, or expose Cobra or its personnel to a material and unmitigable security or safety risk.

Termination rights are in addition to accrued rights and other remedies. A party's delay in exercising a termination right does not waive it.

21. Consequences of termination

On expiry or termination, the Customer shall stop using terminated Software and Digital Services, return or destroy Cobra materials as instructed, and pay all accrued Fees and approved costs. Fees prepaid for a period after termination are refundable only where the Contract expressly provides or termination results from Cobra's uncured material breach.

Each party shall reasonably cooperate in an orderly transition. Unless included in the Order or required by the data-export provisions of article 8, transition assistance is subject to availability and charged at Cobra's then-current rates.

Provisions intended by their nature to survive shall survive, including payment, intellectual property, confidentiality, data return and deletion, indemnities, liability, governing law and disputes.

22. Changes to these Terms

Cobra may amend these Terms for future Orders by publishing or supplying an updated version. The version provided when an Order is concluded applies to that Order unless the parties agree otherwise.

For an ongoing Digital Service or subscription, Cobra may amend these Terms on at least 30 days' written notice. If a change materially disadvantages the Customer, the Customer may terminate the affected recurring supply before the change takes effect and receive a pro-rata refund of prepaid Fees for the unused period. This right does not apply to a change reasonably required by law, security or a third-party right, provided Cobra limits the adverse effect where practicable.

A notice must include or link to the complete updated Terms and identify the effective date. Continued use after that date constitutes acceptance where the Customer did not exercise an applicable termination right.

23. Notices, assignment and subcontracting

Operational notices may be sent to the contacts in the Order. Formal notices of breach, termination, indemnity claim or legal dispute must be in writing and sent by email with confirmation of delivery and by registered post or recognised courier to the legal contact and address stated in the Order, or to an updated address notified in writing.

A formal notice is deemed received on confirmed email delivery if sent before 17:00 local time on a Business Day, otherwise on the next Business Day; or on recorded courier delivery. This does not govern service of court proceedings.

The Customer may not assign, transfer or novate a Contract without Cobra's prior written consent, not to be unreasonably withheld. Cobra may assign or transfer a Contract to an Affiliate or in connection with a merger, reorganisation, financing or sale of all or substantially all relevant business or assets, provided the successor assumes Cobra's material obligations.

Cobra may subcontract performance and remains responsible for its subcontractors as stated in the Contract. Neither party may create third-party rights except as expressly stated.

24. Governing law and disputes

The Contract and any non-contractual obligations arising from it are governed exclusively by the laws of the Netherlands, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Before starting proceedings, authorised commercial representatives shall attempt in good faith for 30 days to resolve a dispute after written notice. This does not prevent a party from seeking urgent interim relief, protecting a limitation period or collecting an undisputed debt.

The courts of the District Court of 's Hertogenbosch, the Netherlands, have exclusive jurisdiction, subject to any mandatory rule of jurisdiction. Cobra may seek interim or protective relief in any competent court where necessary to protect property, confidential information or intellectual property.

25. General

The Contract is the entire agreement concerning its subject and replaces prior proposals, statements and understandings concerning that subject. Each party acknowledges that it has not relied on a statement not set out in the Contract, without limiting liability for fraud.

A waiver is effective only in writing and only for the specific instance. Failure or delay to exercise a right is not a waiver. Rights and remedies are cumulative unless expressly stated otherwise.

If a provision is invalid, illegal or unenforceable, it shall be limited or replaced to the minimum extent necessary to preserve its commercial purpose, and the remaining provisions continue in effect. The parties shall negotiate a valid substitute that most closely reflects the original allocation of risk.

No amendment to an accepted Order is effective unless made in accordance with clause 4.4 or signed by authorised representatives. Email may satisfy a writing requirement, but routine correspondence does not waive a requirement for express agreement.

The Contract may be signed electronically and in counterparts. Electronic records and signatures are admissible to the same extent as originals, subject to mandatory evidentiary law.

These Terms are written in English. If a translation is made available, the English version prevails to the extent permitted by law, unless the Order expressly designates another controlling language.

Company details and how to obtain these Terms

COBRA-HPC B.V.

Lichttoren 32 suite FF, 5611 BJ Eindhoven, the Netherlands
KvK 42058074 · VAT NL869515081B01

The current version of these Terms is always available for download at www.cobra-hpc.com/terms.