

Terms and conditions Archive-IT

Netherlands

Version: 1.1

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Chapter 1 General

Definitions

Day	Calendar day
Customer	The other party of the Supplier in quotations, offers, accepted orders, assignments, Agreements and negotiations entered into for the delivery of the Supplier's Performance.
Supplier	Archive-IT Group, the limited liability company Archive-IT Group B.V., incorporated under Dutch law, having its registered office at (5953 NM) Reuver at Charles Ruysstraat 12 and its directly and indirectly affiliated companies.
Establishments	Archive-IT B.V., Charles Ruysstraat 12, 5953 NM Reuver Archive-IT Raamsdonksveer B.V., Elftweg 2a, 4941 VP Raamsdonksveer
Agreement	All agreements, including master agreements, individual agreements, partial agreements and assignments, entered into between Supplier and Customer, as well as all legal acts related thereto.
Parties	Supplier and Customer
Achievement	The services provided or to be provided by the Supplier and the products delivered or to be delivered.
Written	Per post or per e-mail
Conditions	The most recent version of these Supplier general terms and conditions.

Art. 1 Applicability of the Terms and Conditions

- 1.1 These Terms and Conditions apply to all offers, negotiations, order confirmations and every Agreement concluded or to be concluded whereby the Supplier provides Performance of any nature and under whatever name to Customer.
- 1.2 Deviations from and additions to these Terms and Conditions are only valid if they have been agreed In Writing between the Parties. Such deviation shall apply only to the relevant Agreement.
- 1.3 The applicability of the Customer's purchase or other terms and conditions is expressly rejected.
- 1.4 If any provision of these Terms is void or voided, the remaining provisions of these Terms

and Conditions shall remain in full force and effect. In that case, the Supplier and Customer will consult with the aim of agreeing on new provisions to replace the null and void or voided provisions.

- 1.5 In the event of a conflict between the Dutch text of the Terms and Conditions and other language versions or discussion about the interpretation of provisions of these Terms and Conditions, the Dutch text will prevail.

Art. 2 Offers and Agreements

- 2.1 All offers and other communications of the Supplier are without obligation and do not bind the Supplier, regardless of whether they contain a period for acceptance, unless they expressly count as a fixed offer in Writing, in which case the Supplier cannot withdraw them during the said period.
- 2.2 If an offer from Supplier is accepted, Supplier has the right to withdraw the offer within three Days after receipt of the acceptance, without any form of liability for damages.
- 2.3 The Agreement between Supplier and Customer is only concluded after Supplier has accepted the Performance given to Supplier. The confirmation from the Supplier is deemed to reflect the Agreement correctly and completely, unless the Customer explicitly notifies the Supplier in Writing within three Days of receipt of the confirmation. In any case, the Agreement is also deemed to have been concluded if the Supplier takes over the execution of the order, in connection with the urgency of the order. In that case, the invoice to be sent by the Supplier to the Client will serve as confirmation. In that case, the customer has no opportunity to protest against that confirmation.
- 2.4 Agreements can also be concluded between Supplier and Customer by signing a Written Agreement between the Parties.
- 2.5 The Client guarantees the correctness and completeness of the information provided to the Supplier by or on behalf of the Client on which the Supplier has based its offer. The Supplier has no obligation to investigate and the Supplier is not obliged to compensate for any damage as a result of the inaccuracy, obsolescence or incompleteness of those data, materials and documents. This includes in any case, but not exclusively, the reference file(s), files and archive carriers provided by the Client.

Art. 3 Prices

- 3.1 All prices are exclusive of sales tax (VAT) and other levies imposed by the government and exclusive of transport costs. All prices announced by the Supplier are always in euros and the Customer must make all payments in euros.
- 3.2 No rights or expectations can be derived by the Customer from a pre-calculation or estimate issued by the Supplier, unless the Parties have agreed otherwise In Writing. An available budget made known by the Customer to the Supplier will only be considered as a (fixed) price agreed between the Parties for the Services to be performed by the Supplier if this has been expressly agreed In Writing. Transport costs are listed separately and are purely indicative.
- 3.3 If, according to the Agreement concluded between the Parties, the Customer consists of several natural persons and/or legal entities, each of those (legal) persons is jointly and severally liable

to the Supplier for the fulfilment of the Agreement.

- 3.4 With regard to the Performances performed by the Supplier and the amounts owed by the Customer for them, the data from the Supplier's records provide complete evidence, without prejudice to the Customer's right to provide evidence to the contrary
- 3.5 If there is a periodic payment obligation on the part of the Customer, the Supplier is entitled to adjust the applicable prices and rates in writing, in accordance with the index or other criterion included in the Agreement, on the term specified in the Agreement. If the Agreement does not expressly provide for the possibility of Supplier adjusting the prices or rates, Supplier is always entitled to adjust the applicable prices and rates in Writing with due observance of a period of at least thirty (30) Days. If the Client does not wish to agree to the adjustment in the latter case, the Client is entitled to terminate the Agreement In Writing within fourteen (14) Days after notification of the adjustment with effect from the date on which the new prices and/or rates would come into effect.
- 3.6 If, after the order confirmation has been sent or after the Agreement has been concluded, but before delivery, one or more of the cost-determining factors increase, the Supplier has the right to adjust its sales prices accordingly. The Supplier will inform the Customer of the price adjustment as soon as possible. If the price increase exceeds 20% of the original price, the Client has the right to dissolve the Agreement fourteen (14) Days after becoming aware of the Agreement by means of a Written notification to the Supplier, unless this is manifestly unreasonable in view of the circumstances of the case. A dissolution on the basis of this paragraph does not entitle the Client to any compensation. In the event of termination as in the previous sentence, Supplier is entitled to compensation if the Agreement has already been partially performed.

Art. 4 Payment

- 4.1 Payment must be made within thirty (30) Days of the invoice date to the bank account of Supplier, unless the Parties expressly agree otherwise In Writing.
- 4.2 The Client is not entitled to suspend any payment or to set off any amounts due. All payments made by the Client are in the first place intended to be deducted from the costs, then to be deducted from the interest accrued and finally to be deducted from the principal amount of unpaid invoices, unless otherwise agreed In Writing.
- 4.3 If the Customer does not pay the amounts due or does not pay them on time, the Customer will be in default without the need for a reminder or notice of default and will owe the Supplier statutory interest for commercial agreements on the outstanding amount. If the Customer continues to fail to pay the claim after a reminder or notice of default, the Supplier can hand over the claim, in which case the Customer is obliged to pay all judicial and extrajudicial costs in addition to the total amount then due.
including all costs calculated by external experts. This does not affect the other statutory and contractual rights of the Supplier.

Art. 5 Duration of the Agreement

- 5.1 If and insofar as the Agreement concluded between the Parties is a continuing performance agreement, the Agreement has been entered into for the duration agreed between the Parties, failing which the term of one year applies.

- 5.2 The duration of the Agreement will be tacitly extended for the duration of the originally agreed period, unless the Customer or Supplier terminates the Agreement In Writing with due observance of a notice period of six months before the end of the period in question.

Art. 6 Confidentiality and non-takeover of personnel

- 6.1 The Customer and the Supplier shall ensure that all information received from the other party of which it knows or should reasonably know that it is of a confidential nature, remains confidential. This prohibition does not apply to the Supplier if and insofar as the provision of the relevant data to a third party is necessary pursuant to a court decision, a statutory provision or for the proper performance of the Agreement by the Supplier. The party that receives confidential information will only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it has been designated as such by one of the Parties. This obligation is perpetual and will continue to apply after the end of the Agreement.
- 6.2 The Client acknowledges that the software originating from the Supplier is always of a confidential nature and that it contains trade secrets of the Supplier, its suppliers or the manufacturer of the software.
- 6.3 During the term of the Agreement and one year after its termination, the Client will only employ employees of the Supplier who are or have been involved in the performance of the Agreement or otherwise have them work for it, directly or indirectly, with the prior Written consent of the Supplier. This permission may be subject to conditions, including the condition that the Customer pays a reasonable fee to the Supplier.
- 6.4 In the event of a breach of any obligation under this article, the Customer shall forfeit to the Supplier an immediately payable penalty of € 50,000 (fifty thousand Euro) for each violation, without prejudice to the right of the Supplier to claim performance and/or compensation even if the damage exceeds the fixed penalty, without being limited to this.

Art. 7 Privacy and data processing

- 7.1 If this is necessary for the execution of the Agreement, the Client will enter into a processing agreement, in which agreements are made about the way in which the Supplier and the Client will carry out their obligations under the legislation in the field of personal data protection and data processing.

Art. 8 Security

- 8.1 If the Supplier is obliged to provide a form of information security on the basis of the Agreement, such security shall comply with the specifications regarding security agreed between the Parties in Writing. The Supplier does not guarantee that the information security is effective and free of malfunctions under all circumstances. If the Agreement does not contain an explicitly described method of security, the security will meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with the security implementation.
- 8.2 The access or identification codes and certificates provided by or on behalf of the Supplier

to the Customer are confidential within the meaning of Article 6 and will be treated as such by the Customer and will only be made known to authorised personnel from the Customer's own organisation. The Supplier is entitled to unilaterally change access or identification codes and certificates.

- 8.3 Customer will adequately secure its systems and infrastructure and have antivirus software in operation at all times. Customer shall regularly update, update and upgrade its systems and infrastructure and inform Supplier of all details that are important, including but not limited to malfunctions, irregularities or risks encountered.

Art. 9 Reservation of ownership and rights and suspension

- 9.1 All products delivered to the Customer remain the property of the Supplier until all amounts owed by the Customer to the Supplier on the basis of the Agreement concluded between the Parties have been paid in full to the Supplier. A Customer acting as a reseller shall be allowed to sell and resupply all products subject to the retention of title of the Supplier to the extent that this is customary in the normal course of its business.
- 9.2 As soon as the Customer fails to comply with any obligation towards the Supplier, the Supplier is authorised and entitled to take back the products without further notice of default. By accepting these Terms and Conditions, the Customer already authorizes the Supplier to enter the place where the products are located for the aforementioned purpose.
- 9.3 The property law consequences of the retention of title of an item intended for export are governed by the law of the State of destination if that law contains provisions that are more favourable to the Supplier.
- 9.4 Rights will be granted or transferred to the Client on the condition that the Client has paid all amounts due under the Agreement.
- 9.5 The Supplier may retain the data, documents, software and/or data files received or realised in the context of the Agreement, despite an existing obligation to hand over or transfer them, until the Customer has paid all amounts owed to the Supplier.

Art. 10 Transfer of risk

- 10.1 The risk of loss, theft, misappropriation or damage to products, other items, data (including usernames, codes and passwords), documents, software or data files that are produced, delivered or used in the context of the execution of the Agreement is transferred to the Client at the moment at which they are brought into the actual disposal of the Client or an auxiliary person of the Client.
- 10.2 For Performances in which the Supplier will continue to retain the power of disposal or part of the power of disposal as the sole owner, the risk referred to in paragraph 1 will remain with the Supplier for that part over which the Supplier retains the right of disposal. The risk referred to in paragraph 1 shall be transferred to the Client for the part of the Performance that the Client has access to or in the event of joint power of disposal.

Art. 11 Intellectual Property

- 11.1 If the Supplier is willing to undertake to transfer an intellectual property right, such an obligation can only be entered into in Writing and explicitly. If the Parties agree In Writing

that a right of intellectual property with regard to software, websites, databases, equipment or other materials developed specifically for the Customer will be transferred to the Customer, this will not affect the right or the ability of the Supplier to change the underlying components, general principles, ideas, designs, algorithms, documentation, works, Programming languages, protocols, standards and the like, to use and/or exploit for other purposes without any restriction, either for themselves or for third parties. Nor does the transfer of an intellectual property right affect the right of Supplier to make developments for itself or a third party that are similar or derived from those that have been or will be made for the benefit of Customer.

- 11.2 All intellectual property rights to the software, websites, databases, equipment, training, test and examination material or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof developed or made available to the Client on the basis of the Agreement, are exclusively vested in the Supplier, its licensors or its suppliers. The Client acquires the rights of use expressly granted by these Terms and Conditions, the Agreement concluded in Writing between the Parties and the law. A right of use vested in Customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 11.3 Customer will not remove or have changed any designation(s) regarding the confidential nature or regarding copyrights, brands, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
- 11.4 Even if the Agreement does not expressly provide for this, the Supplier is always permitted to install technical measures to protect equipment, databases, websites, software made available, software to which the Customer is (directly or indirectly) given access, and the like in connection with an agreed limitation in the content or duration of the right to use these objects. Customer shall not remove or circumvent such technical provision(s).
- 11.5 Supplier indemnifies Customer against any claim by a third party based on the allegation that software, websites, databases, equipment or other materials developed by Supplier itself infringe an intellectual property right of that third party, on the condition that Customer immediately informs Supplier in Writing about the existence and content of the claim and the handling of the case. including making any settlements, entirely to the Supplier. To this end, the Client will provide the Supplier with the necessary powers of attorney, information and cooperation to defend itself against these claims. This obligation to indemnify lapses if the alleged infringement is related (i) to materials made available to the Supplier by the Customer for the use, processing, processing or maintenance, or (ii) to changes that the Customer has made or had made to the software, website, databases, equipment or other materials without the Supplier's Written consent. If it is irrevocably established in law that the software, websites, databases, equipment or other materials developed by the Supplier itself infringe any intellectual property right belonging to a third party or if, in the opinion of the Supplier, there is a reasonable chance that such an infringement will occur, the Supplier will, if possible, ensure that the Customer does not receive the or continue to use functionally equivalent other software, websites, databases, equipment or materials. Any other or more far-reaching indemnification obligation of the Supplier due to infringement of an intellectual property right of a third party is excluded.
- 11.6 Customer guarantees that no rights of third parties oppose making available to the Supplier of equipment, software, material intended for websites, data files and/or other

materials and/or designs, for the purpose of use, maintenance, processing, installation or integration. Customer indemnifies Supplier against any claim by a third party based on the allegation that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.

- 11.7 The Supplier is never obliged to carry out data conversion, unless this has been expressly agreed with the Customer in Writing.

Art. 12 Obligations to cooperate

- 12.1 The parties recognise that the success of work in the field of information and communication technology depends on correct and timely mutual cooperation. The Client will always provide all reasonable cooperation required by the Supplier in a timely manner.
- 12.2 The Client bears the risk of selecting the Performance to be delivered by the Supplier. The Client always takes the utmost care to ensure that the requirements that the Supplier's Performance must meet are correct and complete. Dimensions and data stated in drawings, images, catalogues, websites, quotations, advertising material, standardisation sheets, etc. are not binding on the Supplier, unless the Supplier expressly states otherwise.
- 12.3 If the Client deploys personnel and/or auxiliary persons in the performance of the Agreement, such personnel and auxiliary persons shall have the necessary knowledge and experience. In the event that Supplier's employees perform work at Customer's location, Customer shall provide the necessary facilities, such as a workspace with computer and network facilities, in a timely manner and free of charge. Supplier is not liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless Customer proves that these damage or costs are the result of intent or deliberate recklessness on the part of Supplier's management.
- 12.4 The workspace and facilities will meet all legal requirements. The Customer indemnifies the Supplier against claims from third parties, including employees of the Supplier, who suffer damage in connection with the performance of the Agreement as a result of acts or omissions on the part of the Customer or of unsafe situations in its organisation. The Client will make the house and security rules applicable within its organisation known to the employees deployed by the Supplier before the start of the work.
- 12.5 If the Client makes software, equipment or other resources available to the Supplier in connection with the Performance, the Client is responsible for obtaining all necessary licences or approvals with regard to these resources that the Supplier may require.
- 12.6 The Client is responsible for the management, including control of the settings, the use of the Services provided by the Supplier and the way in which the results of the Services are used. Customer is also responsible for the instruction to, and use by, users.
- 12.7 Customer will install, set up, parameterize, tune the (auxiliary) software required on its own equipment and, if necessary, adjust the equipment used, other (auxiliary) software and user environment and achieve the interoperability desired by Customer.

Art. 13 Information requirements

- 13.1 In order to enable the Supplier to perform the Agreement properly, the Customer will always provide the Supplier with all data or information that the Supplier can reasonably

request.

- 13.2 The Client guarantees the correctness and completeness of the data, information, designs and specifications provided by it to the Supplier. If the data, information, designs or specifications provided by the Customer contain recognizable inaccuracies for the Supplier, the Supplier will inquire about this with the Customer.
- 13.3 In connection with continuity, the Client will appoint a contact person or contact persons who will act as such for the duration of the Supplier's activities. Client's contact persons will have the necessary experience, specific subject matter knowledge and insight into the objectives desired by Client.
- 13.4 The Supplier is only obliged to provide the Customer with periodic information about the execution of the work through the contact person designated by the Customer.

Art. 14 Project and steering committees

- 14.1 If both Parties participate in a project or steering committee with one or more employees deployed by them, the provision of information will take place in the manner agreed for the project or steering committee.
- 14.2 Decisions taken in a project or steering committee in which both Parties participate shall only be binding on the Supplier if the decision-making takes place in accordance with what has been agreed in Writing between the parties or, in the absence of Written agreements in this regard, if the Supplier has accepted the decisions In Writing. The Supplier is never obliged to accept or implement a decision if, in its opinion, this is incompatible with the content and/or proper performance of the Agreement.
- 14.3 Client guarantees that the persons appointed by it to be part of a project or steering committee are entitled to make decisions that are binding on Client.

Art. 15 Deadlines, partial deliveries and collection rounds

- 15.1 The Supplier will make reasonable efforts to observe as much as possible the (delivery) deadlines, (delivery) dates and the number of partial deliveries or collection rounds that it has mentioned or agreed between the Parties. Interim (delivery) periods, (delivery) dates, number of partial deliveries and collection rounds stated by the Supplier or agreed between the Parties are always considered to be the aims, are not fatal, do not bind the Supplier and are always indicative in nature.
- 15.2 If there is a risk that any deadline will be exceeded, the Supplier and Customer will consult to discuss the consequences of the delay for further planning.
- 15.3 In all cases - therefore also if the Parties have agreed on a final (delivery) term or (delivery) date, the Supplier will only be in default due to exceeding the time limit after the Customer has given it Written notice of default, whereby the Customer sets the Supplier a reasonable period of at least fourteen Days to remedy the shortcoming (on the agreed terms) and this reasonable period has expired. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Supplier is given the opportunity to respond adequately.
- 15.4 If it has been agreed that the execution of the Agreement will take place in phases, including partial deliveries and multiple collection rounds, the Supplier is entitled to postpone the start of the next phase until the Customer has approved the results of the

preceding phase In Writing.

- 15.5 If the execution of the Agreement will take place in phases, including partial deliveries and multiple collection rounds, the Supplier's planning will be leading. The Supplier is not bound by a final (delivery) date or (delivery) period and if the Customer requests a change in the content or scope of the Agreement (additional work, change of specifications, change of planning, multiple or other partial deliveries, multiple or different collection rounds, etc.) or a change in the approach to the execution of the Agreement have been agreed, or if the Client does not fulfil its obligations arising from the Agreement, or does not do so in a timely manner or in full. The fact that (the demand for) additional work arises during the performance of the Agreement is never a ground for the Client to terminate or dissolve the Agreement.

Art. 16 Dissolution and termination of the Agreement

- 16.1 Each of the Parties shall only have the authority to dissolve the Agreement on the grounds of an attributable failure in the performance of the Agreement if the other Party, always in all cases after a Written notice of default that is as detailed as possible, setting a reasonable period for remedying the shortcoming, imputably fails to comply with obligations under the Agreement.
- 16.2 The Supplier is entitled to terminate the Agreement without a Written notice of default if the Customer fails to comply with an essential obligation under the Agreement. Only payment obligations of the Client and all obligations to cooperate and/or provide information by the Client or a third party to be engaged by the Client apply as essential obligations under the Agreement.
- 16.3 If the Client has already received Performances for the performance of the Agreement at the time of the dissolution, these Performances and the related payment obligations will not be subject to reversal, unless the Client proves that the Supplier is in default with regard to those Performances. Amounts that Supplier has invoiced before the dissolution in connection with what it has already properly performed or delivered in the execution of the Agreement will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.
- 16.4 If an Agreement which, by its nature and content, does not end by completion, has been entered into for an indefinite period, it may be terminated by either Party in Writing after proper consultation and stating reasons. If no notice period has been agreed between the Parties, a reasonable period of notice must be observed when giving notice. The supplier will never be obliged to pay any compensation due to termination.
- 16.5 The Client is not entitled to terminate a contract for services that has been entered into for a definite period of time.
- 16.6 Each of the Parties may terminate the Agreement in whole or in part in Writing without notice of default with immediate effect if the other party is granted a suspension of payments, whether or not provisionally, if bankruptcy is filed in respect of the other party, if the other party's business is liquidated or terminated other than for the purpose of reconstruction or merger of companies or if in respect of the Client, being a natural person, the regime of the Natural Persons Debt Restructuring Act is declared applicable.

Supplier may also terminate the Agreement in whole or in part with immediate effect without notice of default if the decisive control over the Customer's business changes directly or indirectly. Due to the termination as referred to in this paragraph, the Supplier is never obliged to make any restitution of funds already received or to pay compensation. In the event that the Client is irrevocably declared bankrupt and/or the regime of the Natural Debt Restructuring Act with regard to the Client, the Client's right to use the software, websites and the like made available, as well as the Client's right to access and/or use the Performances, will cease without an act of termination on the part of the Supplier being required.

Art. 17 Liability of the Supplier

- 17.1 In the event of a proven attributable breach on its part - including any failure to comply with a warranty obligation expressly agreed with the Client In Writing - or unlawful act on its part, the Supplier shall be solely obliged to pay compensation that does not exceed the invoice value excluding VAT of the Performance delivered by or in connection with which the damage was caused. If the Agreement is mainly a continuing performance agreement with a term of more than one (1) year, the price stipulated for that Agreement will be set at the total of the fees (excluding VAT) stipulated for one (1) year. Supplier is not liable for compensation of any damage if Customer is in default of any obligation towards Supplier at the time when the aforementioned damage-causing event occurs. The limitation of liability as stipulated in the first sentence does not apply in the event of intent, gross negligence, negligence or serious negligence on the part of the Supplier itself in the performance of the Agreement, including expressly its managerial subordinates.
- 17.2 Supplier can only be held liable for direct damage, with explicit exclusion of indirect damage. Indirect damage is understood to mean: business or damage to the Client's image, loss of profit, unforeseen expenses, missed savings, loss of property, consequential damage (also to third parties), any other form of financial loss, including but not limited to the full extrajudicial collection costs and full legal costs, all possible claims of third parties, including but not limited to the Client and employees of the Client, personal injury, property damage, loss of added value, damage related to the use of third-party goods, materials or software prescribed by the Customer to the Supplier.
- 17.3 Liability for damage in the broadest sense of the word, whether or not caused by intent or gross negligence on the part of third parties if they have been engaged by the Supplier in the execution of the Agreement, is completely excluded. The Customer must expressly indemnify the Supplier against all possible claims from third parties, including but not limited to the Customer's own staff and the Customer, with regard to any damage arising from or in connection with the Performances, unless the damage is due to intent, gross negligence or negligence on the part of the Supplier itself in the performance of the Agreement. including her managerial subordinates.
- 17.4 The indemnification expressed in the previous paragraph also includes that the Customer owes the Supplier all costs of legal and other assistance that the Supplier must incur in order to defend itself against a claim for damages from such a third party.
- 17.5 Supplier is never liable for any damage related to the mutilation, destruction or loss of data, data or documents of the Customer.

- 17.6 All advice, instructions, statements and announcements given by the Supplier regarding qualities, properties and possible use of Performances to be performed by the Supplier are completely without obligation. Supplier can under no circumstances be held liable for any damage arising from the aforementioned advice or information provided and the Client is obliged to indemnify Supplier against all claims from third parties in this respect.
- 17.7 The exclusions and limitations of liability of Supplier described in the preceding paragraphs of this article are without prejudice to the other exclusions and limitations of liability of Supplier as described in these Terms and Conditions.
- 17.8 A condition for the existence of any right to compensation is always that the Client reports the damage to the Supplier in Writing as soon as possible after the damage has arisen. Any claim for damages against Supplier will lapse by the mere lapse of twenty-four (24) months after the claim has arisen, unless Customer has filed a legal claim for compensation for the damage before the expiry of that period.
- 17.9 The Customer indemnifies the Supplier against all claims by third parties for product liability as a result of a defect in a product or system that was delivered by the Customer to a third party and that also consisted of Performances, software or other materials delivered by the Supplier, unless and insofar as the Customer proves that the damage was caused by those Performances, software or other materials.
- 17.10 The provisions of this article as well as all other limitations and exclusions of liability referred to in these Terms and Conditions also apply to all (legal) persons used by the Supplier in the performance of the Agreement.

Art. 18 Overpower

- 18.1 Force majeure, in any case, gives the Supplier the right, at its discretion, either to exceed the delivery period or to dissolve the Agreement concluded with the Customer, without the Supplier being obliged to pay any compensation in this respect.
- 18.2 Force majeure on the part of the Supplier shall in any case also include the lack of, strike or illness of Supplier's personnel and third parties engaged by it, technical operational disruptions, currency devaluation, fire, molestation, floods, strikes, lack of raw materials, blockades, import and export bans, epidemics, pandemics, government measures, transport difficulties, material defects, failure to deliver to the Supplier or not to deliver on time to the Supplier the goods to be delivered to the Customer products, raw materials or other items by third parties, energy crises, seizures of stocks, inventory, including at third parties, business interruptions, restrictions or cessations of deliveries by the public utilities, action by trade unions, prick or punctuality actions, unforeseen problems in production or transport, other operational disturbances at the Supplier and third parties, liquidity problems at the Supplier and third parties, acts of war, defectiveness of goods, equipment, software or materials of third parties the use of which has been prescribed by the Customer to the Supplier, interference of the Internet, data networks, telecommunication facilities as well as any other circumstance that is not exclusively the control of the Supplier dependent.
- 18.3 If the force majeure situation persists for more than four (4) months, both Parties are entitled to dissolve the Agreement by means of a Written statement to that effect, in which case the

Supplier will not owe any compensation.

- 18.4 The Supplier also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after the Supplier should have fulfilled its obligation.
- 18.5 If, at the time of the dissolution pursuant to this article, part of the Agreement has already been executed by the Supplier, the Customer is obliged to pay for the delivered goods with due observance of the agreed price plus any costs already incurred by the Supplier, whereby the Customer is obliged to pay this invoice as if it were a separate Agreement.

Art. 19 Change, additional work and cancellation

- 19.1 Changes to and additions to concluded Agreements are only effective if they have been expressly agreed In Writing by the Supplier and the Customer. After the Agreement has been concluded, these changes will only be implemented by the Customer to the Supplier in Writing and in clear terms if they have been expressly confirmed by the Supplier In Writing. If the Supplier decides not to implement the specified changes or additions, without having to give any reason to do so, the Customer will never be entitled to dissolve the Agreement in whole or in part and the Customer will remain fully liable for compliance with the Agreement. Amendment of an Agreement may lead to a change in the originally agreed delivery period and price.
- 19.2 The Supplier is entitled to charge the Customer for additional work as a result of changed or additional work, carried out on behalf of the Client or because this was strictly necessary in the opinion of the Supplier.
- 19.3 If the Customer wishes to cancel the Agreement in whole or in part, this requires the express Written consent of the Supplier. If the Supplier can agree to the cancellation, the Client is obliged to reimburse the Supplier for all costs incurred with a view to the execution of the Agreement, including but not limited to those of preparation, storage, purchase of materials, parts and raw materials, including wages, plus a lump sum compensation amounting to 10% of the agreed price. Customer will also compensate the currency losses arising from the cancellation if Supplier has entered into a currency agreement with a bank or a third party in connection with the Agreement, all without prejudice to the Supplier's rights to compensation for the full damage caused by the cancellation, expressly including loss of profit.
- 19.4 If it is expressly agreed in Writing between the Parties that a Performance delivered by the Supplier and accepted by the Customer will be taken back by the Supplier, the Supplier will refund a maximum of 75% of the sales price, less costs and loss of profit suffered, without the Customer being able to derive any right from this, as the decision whether or not to proceed with this is exclusively reserved to the Supplier.

Art. 20 Transfer of rights and obligations

- 20.1 Customer will never sell, transfer or pledge the rights and obligations it has on the basis of the Agreement to a third party.
- 20.2 The Supplier is entitled to sell, transfer or pledge its claims for payment of fees to a third party.

Art. 21 Applicable law and disputes

- 21.1 The Agreements between Supplier and Customer are governed by Dutch law.
- 21.2 Disputes arising as a result of the Agreement concluded between the Parties and/or as a result of further agreements resulting therefrom, shall be settled by arbitration in accordance with the Arbitration Rules of the Foundation for the Resolution of Automation Disputes, with its registered office in The Hague, without prejudice to the right of both Parties to request relief in summary (arbitral) proceedings and without prejudice to the right of both Parties to take action precautionary legal measures. The place of arbitration is The Hague.
- 21.3 If a dispute arising from the Agreement concluded between the Parties or as a result of further agreements resulting from it fall within the jurisdiction of the subdistrict court, both Parties are entitled, contrary to the provisions of Article 21.2, to bring the case before the legally competent District Court. The foregoing authority shall only be vested in the Parties if no arbitral proceedings have yet been instituted in respect of that dispute in accordance with the provisions of Article 21.2. If the case has been brought before the legally competent court by one or both Parties for consideration and decision, in accordance with the provisions of this Article 21.3, the subdistrict court of that court shall be competent to hear the case and decide on it.
- 21.4 In all cases, both Parties are entitled to initiate ICT Mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Resolution of Automation in the event of a dispute arising from the Agreement concluded between the Parties or as a result of further agreements resulting therefrom. The other Party is obliged to actively participate in an ICT Mediation that has been initiated, which legally enforceable obligation in any case includes attending at least one joint meeting of mediators and Parties, in order to give this extrajudicial form of dispute resolution a chance. It both Parties are free to terminate the ICT Mediation procedure at any time after a joint initial discussion of mediators and the Parties. The provisions of this paragraph do not preclude a Party who deems it necessary from requesting an injunction in (arbitral) summary proceedings or taking precautionary legal measures.

Chapter 2 Service provision

The provisions included in this 'Services' section apply, in addition to the general part of these Terms and Conditions, if the Supplier performs Services of any kind whatsoever (and whether or not further elaborated in one of the other chapters of these Terms and Conditions). For the purposes of these Terms and Conditions, "Services" are understood to mean: all Services to be provided by the Supplier, including more specifically but not exclusively the development, provision, management and/or maintenance of Software, products and/or other equipment, the provision of education and training, rental and repairs of products, advice/consultancy.

Art. 22 Implementation

- 22.1 The Supplier will make every effort to perform its Services with care, where appropriate in accordance with the agreements and procedures laid down with the Customer In Writing. All Supplier Services are performed on the basis of an obligation to perform to the best of its ability, unless and insofar as the Supplier has expressly promised a result In Writing in the Written Agreement and the relevant result is also sufficiently described in the Agreement.
- 22.2 All details provided in or with the Supplier's quotation about the Services to be performed are provided to the best of the Supplier's knowledge, but deviations from this may be made at any time during the implementation, for example in connection with the duration, content, set-up, nature of the Service, the frequency, the scope and execution of the materials to be used and used. reports, contact moments, support, guidance and aftercare.
- 22.3 If formalities to be completed by the Client are necessary before the Services can be performed, the Client will be responsible for this, including the provision of documents, the following of directions and instructions from the Supplier, the conduct of preparatory discussions between the Supplier and (employees of) the Client, and administrative formalities. If the Customer does not comply with this obligation, the Supplier has the right to charge any costs incurred in accordance with its usual rates.
- 22.4 The Supplier is entitled to unilaterally amend the Agreement for serious reasons communicated to the Customer within five Days of the discovery of such a reason, in which case the Customer is entitled to cancel the Agreement free of charge, unless the Supplier offers an equivalent alternative. If Customer is entitled to cancel, Customer must do so In Writing within five (5) Days after the notification of Supplier. Under no circumstances will the Supplier be obliged to pay further compensation.
- 22.5 Additional work as a result of changes to the Service accepted by the Supplier on the part of the Client may charge the Supplier in accordance with the agreed or customary rates.
- 22.6 If the Supplier reports to the Customer any obstacles or bottlenecks that have been identified that may complicate or prevent the correct and/or timely performance of the Service, the Customer must remedy those obstacles or bottlenecks as soon as possible if they fall under the responsibility of the Customer.
- 22.7 If the Client or an employee of the Client (for example, a participant in a course) fails to attend the specified time at which the Service will be performed or an agreement agreed between the Parties in the context of the performance of Services, the Client is not entitled to a (partial) refund of the amount due.

- 22.8 Supplier is not liable for damage or costs resulting from the use or misuse of access or identification codes or certificates, unless the misuse is the direct result of an intentional or deliberately reckless act or omission of the Supplier's management.
- 22.9 If Customer does not purchase Services as a user (for example, by not participating in a training course itself), Customer must guarantee that the person on whose behalf the Service has been purchased has fully accepted the liability limitations of Supplier, as laid down in the Agreement and in the Terms and Conditions, and Customer must indemnify Supplier.
- 22.10 If the Agreement has been entered into with a view to execution by one specific person, Supplier is always entitled to replace this person with one or more persons with the same and/or similar qualifications.
- 22.11 The Supplier is not obliged to follow instructions from the Client in the performance of its Services, in particular if these are instructions that change or supplement the content or scope of the agreed Services. However, if such instructions are followed, the work in question will be remunerated in accordance with the Supplier's usual rates.
- 22.12 Supplier has the right to expand, change and/or no longer offer the Services offered at any time.
- 22.13 Orders for the provision of Services end with their completion, or at the time expressly determined by the Supplier and the Client.

Art. 23 Service Level Agreement

- 23.1 Any agreements regarding a service level (Service Level Agreement) are only expressly agreed in Writing. Customer shall always inform Supplier immediately of all circumstances that affect or may affect the service level and its availability. The Service Level Agreement contains performance indicators and quality requirements and is entered into for a fixed period of time. The Services to be provided by the Supplier will meet the agreed performance and quality requirements as laid down in the Service Level Agreement.
- 23.2 If agreements have been made about a service level, the availability of software, systems and related Services will always be measured in such a way that the decommissioning announced in advance by the Supplier due to preventive, corrective or adaptive maintenance or other forms of service, as well as circumstances that are beyond the Supplier's control, are not taken into account. Subject to proof to the contrary to be provided by the Client, the availability measured by the Supplier shall be considered as full proof.

Art. 24 Back-up

- 24.1 If the service provided to the Customer pursuant to the Agreement includes making back-ups of the Customer's data, the Supplier shall, with due observance of the periods agreed in Writing, and in the absence thereof once a week, make a full back-up of the Customer's data in its possession. The Supplier will keep the back-up for the agreed period, and in the absence of any agreements in this regard, for the usual period at the Supplier. The supplier will carefully store the backup with due care.
- 24.2 The Client remains responsible for compliance with all legal administration and retention

obligations applicable to him.

Art. 25 Installation software of suppliers

- 25.1 If the parties have expressly agreed to this In Writing, the Supplier will configure the equipment supplied by the Supplier to the Customer and/or install third-party software on the equipment in question.
- 25.2 By downloading or otherwise using the software of third parties as installed on the equipment by the Supplier on behalf of the Customer, all under the sole responsibility of the Customer and excluding any liability of the Supplier, the Customer agrees to the (license) conditions of the relevant third parties.
- 25.3 Supplier does not guarantee the completeness, topicality and correct functioning of that third-party software, for the non-infringement of the rights of others by that software, for which the Customer will fully indemnify the Supplier, and for the compatibility of the third-party software with the Customer's equipment and/or work environment and for the fulfilment of the wishes of the Customer and that third-party software.

Chapter 3 Cloud Services

The provisions included in this 'Cloud Services' section apply, in addition to the general part of these Terms and the provisions of the 'Services' section, if the Supplier provides Services under the name or in the field of Cloud Services.

Art. 26 Definitions

26.1 In this chapter, the following terms indicated with a capital letter will be understood to mean:

Administrator	A User appointed by the Customer who is responsible for the management of the Cloud Service via the management environment and who has the right to enter into (further) agreements with the Supplier on behalf of the Customer.
Cloud service	the Services to be provided by the Supplier as further described in the Agreement, on the basis of which the Supplier makes software available 'remotely' and keeps it available to the Client via the Internet or another data network, including Software-as-a-Service services, also known as 'SaaS'.
User	A natural person who is authorized or appointed by or on behalf of Customer to use the Cloud Service.
Data	All information and/or data stored or exchanged by the Client and/or User via the Cloud Service.
Login	The data prescribed by Supplier - such as username and password - that enables a User to access and use the Cloud Service.

Art. 27 Right of use

- 27.1 Supplier grants Customer a non-exclusive, non-transferable, non-pledgeable, non-sublicensable right of access to the Cloud Service for the benefit of the number of Users specified in the Agreement.
- 27.2 Customer appoints one or more Administrator(s). Only Administrators have access to the management environment of the Cloud service. Administrators are solely authorized and responsible for the administration of the Cloud Service, including creating, deleting and modifying (Data of) Users, putting Users on inactive and determining the permitted use of the Cloud Service by the Users, as well as creating, issuing and resetting Logins.
- 27.3 Administrators may only register Customer's own officers and employees, persons who work for Customer or are otherwise associated with Customer as Users. At the first request of the Supplier, the Customer must demonstrate that the registered Users meet the aforementioned criteria. The burden of proof of this rests with the Client.

- 27.4 Customer shall ensure that Users scrupulously comply with Supplier's regulations and instructions and use the Cloud Service in a normal manner. If actions by the Client or a User jeopardise the functioning of the Cloud Service, the Supplier is entitled to block the access of the User in question or all Users to the Cloud Service without prior warning without becoming liable to pay compensation to the Client and/or User.
- 27.5 Supplier may make changes to the content or scope of the Cloud Service, but will only do so if this is necessary in the opinion of Supplier.
- 27.6 The Supplier may continue to perform the Cloud Service using a new or amended version of the Cloud Service. Supplier is not obliged to maintain, change or add certain features or functionalities of the Cloud Service specifically for Customer.
- 27.7 Insofar as it has not been expressly agreed in Writing that the Supplier will provide or have this provided, the Customer will provide the necessary hardware and software, peripherals and connections to enable the use of the Cloud Service. The supplier can set minimum requirements for the equipment and connections mentioned. Failure to comply with these requirements is at the expense and risk of the Client.
- 27.8 Customer is responsible for the acts or omissions of all Users and for their compliance with all terms and conditions of the Agreement and these Terms.

Art. 28 Login

- 28.1 In order to access and use the Cloud Service, the User must have a Login. This Login is provided to the User by an Administrator. Users are responsible for keeping the Login confidential.
- 28.2 Users can change a password themselves.
- 28.3 The Client is solely responsible for the Login and all actions performed by the User and/or Administrator with the Cloud Service via the Login in question. Supplier may assume that the User is actually the one who registers with the Login. Supplier is not liable for misuse or loss of the Login. Customer is responsible for compliance with the obligations of the User and Administrator.

Art. 29 Data

- 29.1 Users determine which Data is stored and exchanged using the Cloud Service. Client is responsible for ensuring that the Data that Users store and exchange via the Cloud Service is lawful and does not infringe (intellectual property) rights of third parties. The Customer indemnifies the Supplier against all damage and costs arising from and/or related to claims from third parties that are based on the assertion that the Data processed by the Customer and/or Users using the Cloud Service infringe the (intellectual property) rights of third parties in any way and/or are otherwise unlawful.
- 29.2 The use of the Cloud Service and/or the Data is at the Customer's own expense and risk. The Supplier therefore accepts no liability whatsoever for the storage or exchange of Data via the Cloud Service.
- 29.3 Supplier is not responsible for the accuracy of Data entered by Users or the compliance with laws and regulations by Users.
- 29.4 If Supplier becomes aware that Data stored or exchanged using the Cloud Service is unlawful, it will delete such Data or block access to this Data. The Supplier is in no way

liable for any damage that may result from this.

Art. 30 Fair Use Policy

- 30.1 Supplier is permitted to apply a Fair Use Policy ("FUP") for its Cloud Services in order to regulate the amount of data traffic. The purpose of a FUP is to prevent network overload, abuse, and inconvenience to other Users. Network congestion and inconvenience to other Users and Customer can be caused by individual Users storing and exchanging much larger amounts of Data than the average of comparable Customers. If the Supplier uses a FUP, the Supplier will inform the Client about this and make the FUP findable on the Supplier's website and/or in the Software/application to which the policy relates.
- 30.2 Supplier reserves the right to suspend or terminate the rights of use and/or (the use of) the Cloud Service if it causes a malfunction or delay of the network of Supplier or of third parties or malfunction or delay of the Cloud Service. The Supplier will assess whether there has been such a malfunction or delay and may block access without prior notice to the Customer, or otherwise take measures to eliminate the malfunction or delay, without any liability for compensation on the part of the Supplier.

Art. 31 Prices and payment

- 31.1 In the case of a Software-as-a-Service Cloud Service, in which the Supplier takes care of the hosting, the Customer pays the Supplier a monthly fee in arrears per User/License and gigabytes, according to the applicable rates of the Supplier, unless expressly agreed otherwise In Writing.
- 31.2 In the case of an On Premises Cloud service, where Customer takes care of the hosting itself (own responsibility and own account), Customer pays Supplier an annual fee per User/License, according to the applicable rates of Supplier, unless expressly agreed otherwise In Writing.
- 31.3 Unless expressly agreed otherwise in Writing, Customer may (interimly) increase the number of gigabytes or the number of Users at any time during the term of the Agreement. The fee for the extra gigabytes will be charged pro rata for the remaining duration of the monthly installment. The fee for the additional Users will be charged pro rata for the remaining duration of the annual term. Reduction of the number of Users is possible annually prior to the commencement of a subsequent contract year, counting from the date of signature of the agreement or of the order confirmation of the Supplier. This reduction in the number of Users must be communicated no later than three (3) months prior to the effective date of the renewal. Interim reduction in the number of gigabytes and the number of Users does not entitle Customer to a refund of the amount due. Increasing and decreasing the number of gigabytes and the number of Users must be implemented by the Administrator in the management environment of the Cloud service, for which Customer is responsible.
- 31.4 The Supplier is entitled to adjust its rates from time to time. A detrimental effect on the Customer change in the applicable rate will be announced In Writing at least one month prior to the change taking effect. In the event that the rate increases by more than 10%, the Client has the right to terminate the then current Agreement with effect from the date on which the relevant adverse change would take effect.

- 31.5 The obligation to pay periodic amounts also remains in place during any decommissioning or removal as referred to in these Terms and Conditions.

Art. 32 Warranty

- 32.1 The supplier makes every effort to ensure optimal availability and accessibility of the Cloud service. However, the Supplier does not guarantee that the Cloud Service is error-free and functions without interruptions or malfunctions. "Failure" is understood to mean the failure or failure of the Cloud Service to comply with the specifications of that Cloud Service expressly made known by the Supplier in Writing or the non-secure functioning of that Cloud Service.
- 32.2 The Supplier will make every effort to rectify errors in the Cloud Service within a reasonable period of time if and insofar as it concerns a Cloud Service that has been developed by the Supplier itself and the relevant defects have been reported to the Supplier in detail by the Customer. Where appropriate, the Supplier may postpone the rectification of the defects until a new version of the Cloud Service is put into use. Supplier does not guarantee that defects in the Cloud Service that have not been developed by Supplier will be remedied. Supplier is entitled to introduce temporary solutions or program workarounds or problem-avoiding restrictions in the Cloud Service.
- 32.3 The Supplier will make every effort to ensure that the Cloud Service is adequately secured in accordance with the state of the art, but this does not remove the Customer's own responsibility for the adequate security of the Customer's systems, Data and other – whether or not sensitive – information, also in accordance with Article 7 and the processing agreement signed by the Parties.
- 32.4 Supplier makes every effort to:
- a) unimpeded, undisturbed, fast and uninterrupted access to or use of the Cloud Service, whereby the Supplier guarantees an uptime of at least 98%;
 - b) correct and undamaged data transmission;
 - c) the complete reliability, timeliness and uncrackability of the Cloud service.
- 32.5 The Supplier will at all times make every effort to adapt the Cloud Service in a timely manner to changes in relevant laws and regulations.

Art. 33 Complaints

- 33.1 Complaints regarding (the use of) the Cloud Service must be submitted to Supplier in Writing within fourteen (14) days of discovery at the latest. Legal actions for defects must be brought before the competent court within one (1) year of the timely complaint, failing which they will be forfeited.

Art. 34 Consequences of conflict with law or infringement

- 34.1 Supplier has the right to (temporarily) suspend, decommission and/or limit the use of the Cloud Service if the Customer and/or User fails to fulfil any obligation towards the Supplier or acts in violation of these Terms and Conditions. The Supplier will notify the Client of this in advance, unless this cannot reasonably be expected of the Supplier.

- 34.2 The Supplier will in no case be liable to the Client and/or third parties for the consequences of (temporarily) suspending, decommissioning and/or restricting the use of the Cloud Service.

Art. 35 Management

- 35.1 The Supplier is entitled to change the Cloud Service or the rights of use with regard to the Cloud Service.
- 35.2 Any change that, in the reasonable opinion of the Supplier, requires significant adjustment on the part of the Client, will be notified to the Client as soon as possible. The customer cannot claim compensation for damages.
- 35.3 Supplier may temporarily take the Cloud Service out of service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. The Supplier will not allow the decommissioning to last longer than necessary and, if possible, to take place outside normal office hours. On this basis, the supplier is in no way liable for damages.

Art. 36 Liability

- 36.1 The Supplier is not liable for damage as a result of failure and/or inaccessibility and/or malfunction as a result of reasonably required maintenance on or in connection with the Cloud Service.
- 36.2 Supplier is not liable for any damage resulting from suspension, termination and/or restriction of (the use of) the Cloud Service, access or the rights of use with regard to the Cloud Service as referred to in these Terms and Conditions.
- 36.3 The Client is responsible and possibly liable for the use made by the User of the Cloud Service and must indemnify the Supplier against any resulting damage.

Art. 37 Indemnification

- 37.1 Customer indemnifies Supplier against all claims from third parties for any reason whatsoever related to or arising from the use of the Cloud Service (including liability for infringement of (intellectual property) rights, infringement of privacy rights, cross-border data traffic) and will reimburse Supplier for all costs, damages and fines arising from those claims.

Art. 38 Duration and Termination of the Agreement

- 38.1 Unless expressly agreed otherwise In Writing, an Agreement with regard to a Cloud Service is entered into for a period of three (3) years and is tacitly renewed for a period of one (1) year at a time, unless one of the Parties terminates the Agreement In Writing with due observance of a notice period of one (1) month before the end of the initial term or an extension period.
- 38.2 Once the Agreement terminates for any reason:
- a) Customer will no longer have access to the Cloud Service;
 - b) the Client's right to use the Cloud Service ends and the Client will immediately cease and maintain any use of the Cloud Service;

c) Supplier is no longer responsible for the retention of the Data, and will destroy it as soon as possible after termination. Customer may in any case download or copy the Data from the Cloud environment prior to termination;

d) all clauses in respect of which it has been agreed or are intended to continue after termination shall remain in full force and effect.

38.3 In the event of early termination of the Agreement, Customer will reimburse all fees for the Cloud Service from the time of termination of the Agreement until the end of the agreed contract term. These fees owed by the Client are immediately due and payable in full.

Chapter 4 Special terms and conditions Software

The provisions included in this chapter 'Software' apply, in addition to the general part of these Terms and Conditions, if the Supplier makes Software available other than on the basis of a Cloud Service. For the purposes of these Terms and Conditions, "Software" is understood to mean: the computer software, including operating systems, to be made available by the Supplier to the Customer.

Art. 39 Right of use and restrictions of use

- 39.1 The Supplier shall make the agreed Software and the agreed user documentation available to the Client for use on the basis of a user licence during the term of the Agreement. The right to use the Software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 39.2 The obligation to make available by the Supplier and the right of use of the Client extend exclusively to the so-called object code of the Software. The Client's right of use does not extend to the source code of the Software. The source code of the Software and the technical documentation created during the development of the Software will not be made available to Client.
- 39.3 Customer will always strictly comply with the agreed restrictions, of whatever nature or content, on the right to use the Software.
- 39.4 Supplier may require Customer not to use the Software until Customer has obtained one or more codes required for use from Supplier, its supplier or the producer of the Software. The Supplier is always entitled to take technical measures to protect the Software against unlawful use and/or against use in a manner or for purposes other than those agreed between the parties. Customer will never remove or circumvent technical measures intended to protect the Software.
- 39.5 Customer may only use the Software in and for the benefit of its own company or organization and only to the extent necessary for the intended use. Customer will not use the Software for the benefit of third parties, unless this has been expressly agreed In Writing.
- 39.6 The Client is never permitted to sell, rent, dispose of or grant limited rights to the Software and the carriers on which the Software is or will be recorded or to make it available to a third party in any way, for any purpose or under any title whatsoever. Nor will the Client give a third party - whether or not remotely (online) - access to the Software or host the Software with a third party, even if the third party in question uses the Software exclusively for the benefit of the Client.
- 39.7 Upon request, the Client will immediately cooperate with an investigation to be carried out by or on behalf of the Supplier regarding compliance with the agreed restrictions on use. The Client will grant access to its buildings and systems at the Supplier's first request. The Supplier will treat all confidential business information that it obtains in the context of an investigation by or from the Customer, insofar as that information does not relate to the use of the Software itself, confidentially.
- 39.8 The parties hold that the Agreement concluded between the parties, insofar as it has the provision of the Software as its object, is never considered a purchase agreement.
- 39.9 Supplier is not obliged to maintain the Software and/or provide support to users and/or

administrators of the Software. If, contrary to the above, Supplier is asked to provide maintenance and/or support with regard to the Software, Supplier may require Customer to enter into a separate Written (support) agreement for this purpose.

- 39.10 Customer may not reproduce the Software and may use it as a backup copy (backup file) only to the extent necessary for the intended use of the Software, which backup copy may never be distributed and may only be used for reinstalling the Software. Paragraphs 39.5 and 39.6 shall also apply to this backup copy.

Art. 40 Provision and installation

- 40.1 Unless expressly agreed otherwise in Writing, the Supplier will install the Software at Client's premises. In the absence of agreements in this regard, the Client will install, set up, parameterize, tune the Software itself and, if necessary, adjust the equipment and user environment used. The Client is responsible for that installation, setup, parameterisation, tuning, etc. and will strictly follow the instructions provided by the Supplier. Any agreed user documentation will be provided in paper or digital form in a language to be determined by the Supplier at the Supplier's discretion.
- 40.2 The Supplier will make the Software available to the Client within a reasonable period of time after entering into the Agreement.

Art. 41 Acceptance

- 41.1 If the parties have not expressly agreed on an acceptance test in Writing, Customer will accept the Software in the state in which it is at the time of making it available ('as is, where is, tel quel'), therefore with all visible and invisible errors and defects, without prejudice to the obligations of Supplier on the basis of the guarantee scheme of Article 50. In the aforementioned case, the Software will be deemed to have been accepted by the Client upon the provision or, if an installation to be carried out by the Supplier has been expressly agreed In Writing, upon completion of the installation. Customer assumes all risks arising out of or in connection with the use or Results of the Software.
- 41.2 If the parties have expressly agreed in writing on an acceptance test, the provisions of paragraphs 4 to 11 of this article shall apply.
- 41.3 Where 'errors' are referred to in these Terms and Conditions, this is understood to mean the substantial failure of the Software to comply with the functional or technical specifications of the Software expressly stated by the Supplier In Writing, and, in the event that the Software is wholly or partly custom software, with the functional or technical specifications expressly agreed in Writing.
- There is only an error if the Client can demonstrate it and it is also reproducible. Customer is obliged to report errors without delay. Supplier has no obligation whatsoever with regard to defects in or to the Software other than with regard to errors within the meaning of these Terms and Conditions.
- 41.4 If an acceptance test has been expressly agreed in Writing, the test period shall be fourteen days after delivery or, if an installation to be carried out by the Supplier has been expressly agreed in Writing, fourteen days after completion of the installation. During the test period, Customer is not entitled to use the Software for productive or operational purposes. Customer shall carry out the agreed acceptance test with qualified personnel and with

sufficient scope and depth.

- 41.5 If an acceptance test has been expressly agreed upon in Writing, the Customer is obliged to check whether the Software complies with the functional or technical specifications expressly stated by the Supplier in Writing and, if and insofar as the Software concerns custom software in whole or in part, with the functional or technical specifications expressly agreed in Writing.
- 41.6 The Software shall be deemed to be accepted between the parties:
- a) if the parties have expressly agreed in Writing on an acceptance test: on the first day after the test period, or
 - b) if the Supplier receives a test report as referred to in paragraph 7 of this article before the end of the test period: at the time that the errors referred to in that test report have been corrected, without prejudice to the presence of errors that do not impede acceptance according to paragraph 8 of this article, or
 - c) if the Client makes any use of the Software for productive or operational purposes: at the time of the relevant commissioning.
- 41.7 If, during the performance of the acceptance test expressly agreed in Writing, it appears that the Software contains errors, the Customer will report the test results to the Supplier in a written, clear, detailed and understandable manner no later than the last day of the test period. The Supplier will make every effort to rectify the errors referred to within a reasonable period of time, in which case the Supplier is entitled to apply temporary solutions, programme workarounds or problem-avoiding restrictions.
- 41.8 The Client may not withhold acceptance of the Software for reasons that are not related to the specifications expressly agreed between the parties in Writing and furthermore not because of the existence of errors that do not reasonably prevent the operational or productive commissioning of the Software, without prejudice to the obligation of the Supplier to rectify these errors in the context of the guarantee scheme of Article 46. Acceptance should also not be withheld because of aspects of the Software that can only be assessed subjectively, including, but not limited to, aesthetic aspects of user interfaces.
- 41.9 If the Software is provided and tested in phases and/or components, the non-acceptance of a particular phase and/or component shall not affect acceptance of any earlier phase and/or component.
- 41.10 Acceptance of the Software in a manner as referred to in this article shall result in the Supplier being discharged for the fulfilment of its obligations with regard to the provision of the Software and, if the installation of the Software by the Supplier has also been expressly agreed in Writing, of its obligations with regard to the installation. Acceptance of the Software does not affect the Customer's rights under Article 46 regarding the warranty.
- 41.11 The Customer is obliged to cooperate fully and in a timely manner in carrying out the acceptance test and to comply with the directions and instructions of the Supplier.

Art. 42 Termination of Agreement

- 42.1 Immediately after the Agreement has ended, Customer will return all copies of the Software in its possession to Supplier. If it has been expressly agreed in Writing that the Customer will destroy the relevant copies at the end of the Agreement, Customer will immediately notify the Supplier of such destruction In Writing and send the Supplier a

signed certificate proving this destruction as proof thereof. Destruction also applies to all backups and backups made of the Software. At or after the end of the Agreement, the Supplier is not obliged to provide assistance with a view to a data conversion desired by the Client.

Art. 43 New releases

- 43.1 Only if expressly agreed in Writing, the Supplier will make new versions of the Software available to the Client on the same terms and conditions as applied to the original Software.
- 43.2 The Client is obliged to always install the latest version of the version of the Software sent by the Supplier, failing which the Supplier can never be held liable for the total or partial non-functioning of the Software.

Art. 44 Fee for use

- 44.1 The fee to be paid by Client for the right to use the Software is due at the agreed times, or in the absence of an agreed time:
- a) if the Parties have not agreed that the Supplier will take care of the installation of the Software:
 - + when the Software is made available; or
 - + in the case of periodic right of use fees payable when the Software is made available and subsequently at the start of each new right of use period;
 - b) if the Parties have expressly agreed in Writing that the Supplier will take care of the installation of the Software:
 - + upon completion of that installation; or
 - + in the case of periodic right of use fees payable on completion of that installation and subsequently at the start of each new right of use period.
- 44.2 To the extent that the Supplier determines that the payment obligation has not been fulfilled in whole or in part, it has the right to suspend its Performance in whole or in part or to deny access to the Software.

Art. 45 Changes to the Software

- 45.1 Subject to exceptions provided for by law, Customer is not entitled to change the Software in whole or in part without the prior express written consent of the Supplier. The Supplier is entitled to refuse its consent or to attach conditions to it. The Client bears the full risk of all changes made by or on behalf of the Client by third parties - whether or not with the consent of the Supplier.
- 45.2 In addition to the provisions regarding intellectual property rights in the general part of these Terms, Customer is prohibited from removing any copyrights or distinguishing marks from the Software and from disassembling the source code.

Art. 46 Warranty

- 46.1 The Supplier will make every effort to rectify errors within a reasonable period of time if

they are reported to the Supplier in detail within a period of three (3) months after making it available or, if an acceptance test has been expressly agreed in Writing, within three (3) months after acceptance. The Supplier does not guarantee that the Software is suitable for the actual and/or intended use. Nor does the Supplier guarantee that the Software is error-free and/or will work without interruption or malfunction and/or that all errors will always be corrected. "Malfunction" is understood to mean the failure or failure of the Software to comply with the specifications of that Software expressly made known by the Supplier in Writing or the failure to function securely of that Software. The repair will be carried out free of charge, unless the Software has been developed on behalf of Customer other than for a fixed price, in which case Supplier will charge the costs of repair according to its usual rates.

- 46.2 Supplier can charge the costs of repair according to its usual rates in the event of errors of use or improper use by the Client or of other non-improper. Causes attributable to the Supplier. The repair obligation lapses if the Client makes changes to the Software or has them made without the Supplier's Written consent.
- 46.3 Errors will be rectified at a location and manner to be determined by the Supplier. The Supplier is entitled to introduce temporary solutions or software workarounds or problem-avoiding restrictions in the Software.
- 46.4 Supplier will make every effort to recover mutilated or lost data of any kind, subject to the availability of correct backup data. However, the Supplier cannot guarantee that mutilated or lost data can actually be restored.
- 46.5 The Supplier has no obligation of any kind or content whatsoever with regard to errors reported after the end of the warranty period referred to in paragraph 1 of this article.
- 46.6 If a competent court decides that (part of) the Software violates the rights of a third party, for example with regard to intellectual property, and the Customer is held liable or costs arise for the Customer as a result of that decision, or if, in the sole opinion of the Supplier, there is a reasonable chance that such a violation will occur, the Supplier is not liable for damages. The Supplier will make every effort to provide Customer with the right to continue to use the Software in accordance with the Agreement, or to adapt the Software so that those relevant rights are no longer violated, or to replace the component that violates the rights with a component that does not violate the rights, or to replace the Software with functionally equivalent other Software, without any further liability on the part of the Supplier.
- 46.7 If, in its sole opinion, the Supplier cannot ensure, or can only in a manner that is (financially) unreasonably onerous for it, ensure that the Customer can continue to use the Software developed by the Supplier itself without interruption, the Supplier will take back the Software in question against crediting the acquisition costs after deduction of a reasonable usage fee. The Supplier will not make its choice in this context until after consultation with the Customer, in which case the Customer must destroy the backup copies made.

Art. 47 Use of third-party apps and services

- 47.1 The Software may enable Customer to access or purchase third-party applications and services ("Third-Party Apps"). In that case, with regard to those Third Party Apps, the

(license) conditions and privacy statements of the relevant third parties will apply to Customer. Supplier is in no way a party to this and Supplier has no control over Third Party Apps.

- 47.2 Vendor does not guarantee the correct functioning of Third Party Apps that are accessed or purchased through the Software. The opening and/or purchase of Third Party Apps by Customer is entirely at Customer's own expense and risk.

Art. 48 Supplier software

- 48.1 If and insofar as Supplier makes third-party software available to Customer, the (license) conditions of relevant third parties will apply in the relationship between Supplier and Customer with regard to that software, with the exception of the deviating provisions in these Terms and Conditions, provided that the applicability of the (license) conditions of those third parties has been communicated to Customer by Supplier In Writing and those conditions are also communicated to Customer before or at the time of conclusion Agreement have been provided to the Client. Contrary to the previous sentence, the Customer shall not be entitled to invoke a failure on the part of the Supplier to comply with the aforementioned information obligation if the Customer is a party as referred to in Article 6:235 paragraph 1 or paragraph 3 of the Dutch Civil Code.
- 48.2 If and insofar as the said terms and conditions of third parties are deemed not to be applicable or are declared inapplicable in the relationship between Customer and Supplier for whatever reason, the provisions of these Terms and Conditions shall apply in full.
- 48.3 The Supplier does not guarantee that the third-party software referred to in the previous paragraphs does not infringe the (intellectual property) rights of other third parties.

Chapter 5 Special Terms and Conditions for Maintenance of Software and Support

The provisions included in this chapter 'Software and support' are, in addition to the general part of these Terms and Conditions, the special part of the service contained in Chapter 2 and apply if the Supplier performs Services in the field of maintenance of Software and support in the use of Software.

Art. 49 Maintenance services

- 49.1 If expressly agreed in Writing, the Supplier will carry out maintenance with regard to the Software stipulated in the Agreement. The maintenance obligation includes the correction of errors in the Software within the meaning of Article 41.3 and - this only if expressly agreed In Writing - the provision of new versions and/or updates and/or upgrades of the Software in accordance with Article 50. The Client is always obliged to install the latest version of the software made available. The Supplier can only be obliged to remedy errors and/or malfunctions in the last software made available.
- 49.2 Customer shall report any errors and/or malfunctions found in the Software in detail and without delay. Upon receipt of the notification, Supplier will make every effort to correct errors and/or make improvements in later new versions of the Software, in accordance with its usual procedures. The Results will be made available to the Client in the manner and term to be determined by the Supplier, depending on the urgency and the version and release policy of the Supplier. The Supplier is entitled to introduce temporary solutions or software workarounds or problem-avoiding restrictions in the Software. The Client will install, set up, parameterize, tune the corrected Software or the new version of the Software made available and, if necessary, adjust the equipment and operating environment used under the sole responsibility of the Client.
- 49.3 The provisions of Articles 46.3 and 46.4 (warranty) apply mutatis mutandis.
- 49.4 If the Supplier carries out the maintenance online, the Client will ensure that the infrastructure and network facilities are sound in a timely manner.
- 49.5 The Client will provide all cooperation requested by the Supplier with the maintenance, including the temporary cessation of the use of the Software and the backing up of all data.
- 49.6 If the maintenance relates to software that has not been supplied to the Client by the Supplier itself, the Client will make the source code and the technical (development) documentation of the software (including data models, designs, change logs, etc.) available if the Supplier deems this necessary or desirable for the maintenance. The Client guarantees that he is entitled to such a provision. The Client grants the Supplier the right to use and modify the software, including the source code and technical (development) documentation, in the context of carrying out the maintenance expressly agreed upon in Writing.
- 49.7 The maintenance by the Supplier does not affect the Client's own responsibility for the management of the Software, including control of the settings and the way in which the Results of the use of the Software are used. Customer will install, set up, parameterize, tune (auxiliary) software itself and, if necessary, adjust the equipment, other software and

user environment used and achieve the interoperability desired by Customer.

Art. 50 New versions of Software

- 50.1 Maintenance includes the provision of new versions and/or updates and/or upgrades of the Software only if and insofar as this has been expressly agreed In Writing. If the maintenance includes the provision of new versions of the Software, then that provision will take place at the discretion of Supplier.
- 50.2 Three (3) months after the provision of an improved version, Supplier is no longer obliged to correct errors in the previous version and to provide support and/or maintenance with regard to a previous version.
- 50.3 The Supplier may require that the Customer enters into a new Written Agreement with the Supplier for the provision of a version with new functionality and that a further fee is paid for the provision of a new functionality. Supplier may copy the functionality from a previous version of the Software unchanged, but does not guarantee that each new version contains the same functionality as the previous version. Supplier is not obliged to maintain, change or add certain features or functionalities of the Software specifically for Customer.
- 50.4 The Supplier may require the Client to adjust its system (hardware, software, user environment) if this is necessary for the proper functioning of a new version of the Software.

Art. 51 Support services

- 51.1 If the Supplier's services under the Agreement also include support to Users, Administrators and/or administrators of the Software, Supplier will advise by telephone or e-mail about the use and functioning of the Software referred to in the Agreement. The supplier can set conditions for the qualifications and the number of people eligible for support. The Supplier will process properly substantiated requests for support within a reasonable period of time in accordance with its usual procedures. Supplier makes every effort to provide proper, complete and timely support. Support is provided on business days during Supplier's usual business hours. Any support on days other than business days or outside of Supplier's usual business hours will be charged as a consultancy service within the meaning of Section 6 of these Terms and Conditions.
- 51.2 The maintenance and the other Services expressly agreed in Writing as referred to in this chapter will be carried out from the day on which the Agreement is entered into, unless the parties have expressly agreed otherwise In Writing. Under no circumstances can Supplier be obliged to resolve or remedy existing errors and/or malfunctions caused by third parties.

Art. 52 Compensation

- 52.1 In the absence of an expressly agreed payment schedule in Writing, all amounts relating to the maintenance of Software and the other Services laid down in the Agreement as referred to in these special Terms and Conditions are due in advance each year.
- 52.2 Amounts relating to the maintenance of the Software and the other Services laid down in the Agreement as referred to in these special Terms and Conditions are due from the start of the Agreement. The fee for maintenance and other Services is due regardless of whether Customer

has (or has used) the Software or makes use of the possibility of maintenance or support.

Chapter 6 Special conditions for advice and consultancy

The provisions included in this chapter 'Advice and Consultancy' are in addition to the general part of the

of these Terms and Conditions, the special part of the services contained in Chapter 2 and apply if the Supplier provides Services in the field of advice and consultancy.

Art. 53 Execution of services for advice and consultancy services

- 53.1 Agreements with regard to Services for advice and consultancy are entered into for the duration as described in the Agreement and are in any case deemed to have ended as soon as Supplier has completed its Services. The delivery terms specified by the Supplier or the delivery periods expressly agreed between the parties depend on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties, and cannot be regarded as a resolute condition. The Supplier will make every effort to meet the delivery deadlines. However, exceeding this does not give rise to a claim for compensation, unless mandatory legal provisions would preclude this.
- 53.2 The Supplier's Services are only provided on working days and during the Supplier's usual business hours.
- 53.3 The use that the Client makes of an advice and/or consultancy report issued by the Supplier is always at the risk of the Client. The burden of proof that (the manner of) Services for advice and/or consultancy does not comply with what has been expressly agreed in Writing or with what may be expected of a reasonably acting and competent service provider, rests entirely with the Client, without prejudice to the right of the Supplier to provide evidence to the contrary by all means.
- 53.4 Without the prior express Written consent of the Supplier, the Customer is not entitled to communicate to a third party about the working method, the methods and techniques in particular and the Services of the Supplier in general and/or the content of the advice or reports of the Supplier. Customer shall not provide or otherwise disclose the Supplier's advice or reports to any third party.
- 53.5 In order to allow the Supplier to provide its Services in an informed and correct manner, the Customer undertakes to provide all necessary and relevant information upon first request. The Supplier cannot be held liable for damage caused by information that has not been communicated or concealed.

Art. 54 Reporting

- 54.1 The Supplier shall periodically inform the Client about the performance of the Services in the manner agreed in Writing . The Customer shall notify the Supplier in Writing in advance of circumstances that are or may be important to the Supplier, such as the manner of reporting, the issues for which the Customer wishes attention, the Customer's priorities, the availability of Customer's resources and personnel and special facts or circumstances that

may not be known to the Supplier. The Client will ensure the further dissemination and knowledge of the information provided by the Supplier within the Client's organisation and will assess this information partly on the basis of this and inform the Supplier thereof.

Chapter 7 Special conditions for education and training

The provisions included in this chapter 'Education and Training' are not only general part of these Terms and Conditions means the special part of the services contained in Chapter 2 and apply if the Supplier provides Services, under whatever name and in whatever manner (e.g. in electronic form), in the field of education, training, workshops, training, seminars and the like (hereinafter referred to as: 'Training').

Art. 55 Registration and cancellation

- 55.1 A registration for a Training Course must be made In Writing and is binding after confirmation of the order by the Supplier or after a Written signature of an Agreement.
- 55.2 The Client is responsible for the choice and suitability of the Training for the participants. The lack of the required prior knowledge on the part of a participant does not affect the Client's obligations under the Agreement. The Client is permitted to replace a participant for a Course with another participant after prior Written express permission from the Supplier.
- 55.3 If, in the opinion of the Supplier, the number of registrations gives cause to do so, the Supplier is entitled to cancel the Training, to combine it with one or more Training, or to have it take place at a later date or time.
- 55.4 The Supplier reserves the right to change the location of the Training. The Supplier is entitled to make organisational and substantive changes to a Programme.
- 55.5 In the event that the Client cancels participation or terminates a Training Course prematurely in Writing by the Client or participants, the consequences of the cancellation will be governed by Article 19 – 'Changes and additional work' and the cancellation costs specified in the Agreement. A cancellation and early termination must always take place In Writing, whereby cancellation, non-appearance and early termination do not affect the agreed payment obligations of the Customer towards the Supplier.

Art. 56 Implementation of training

- 56.1 Customer accepts that the Supplier determines the content and level of the Training.
- 56.2 The Client will inform the participants about and supervise the compliance of participants with the obligations under the Agreement and the (conduct) rules prescribed by the Supplier for participation in the Training.
- 56.3 Admission to a Training Programme does not imply any guarantee that the Training will be successfully completed.
- 56.4 In the event of illness, inability to attend or inability to act as a teacher or consultant, the Supplier will make every effort to provide an equivalent replacement or make an alternative proposal to the Client. In that case, the Supplier will not charge any extra costs for the provision of lesson programmes/training days to make up for lessons/training days that could not take place due to illness, inability to attend or inability to attend of a teacher or a Service that could not be performed at the scheduled time due to illness,

inability to attend or inability to attend of a consultant.

- 56.5 If the Supplier uses its own equipment or Software in the performance of the Training, the Supplier does not guarantee that this equipment or Software is error-free or functions without interruptions. If the Supplier carries out the Training at the Customer's location, the Customer will ensure the availability of properly functioning equipment and software. The administration of an exam or a test is not part of the Agreement.
- 56.6 If the Training is offered on the basis of e-learning, the provisions of the special Terms and Conditions Cloud Services contained in Part C apply mutatis mutandis as much as possible.

Art. 57 Price and payment

- 57.1 The Supplier may require the Client to pay the fees due in this respect before the start of the Training. The Supplier may exclude participants from participation in the Training if the Customer has failed to ensure timely payment, without prejudice to any other rights of the Supplier.
- 57.2 Unless the Supplier has expressly indicated that the Training is exempt from VAT within the meaning of Article 11 of the Turnover Tax Act 1968, the Client will also owe VAT on the fee. After entering into the agreement, the supplier is Agreement is entitled to adjust its prices in the event of a change in the VAT regime for Training established by or pursuant to the law.

Art. 58 Complaints

- 58.1 Complaints about Training Courses must be communicated to the Supplier in Writing within one (1) month after completion of the relevant Training Course, failing which the Client's rights in this respect will lapse. For Education and Training, the Supplier uses a complaints procedure that can be found on the Supplier's website. Customer declares to have taken note of these Terms and Conditions and the complaints procedure in advance and to have accepted them.

General information

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