

Terms and conditions

Chapter 1: General conditions

Article 1: Applicability

- 1.1 These general conditions apply to all offers and agreements whereby neacon Services BV (CoC 62901052), Cordiplan BV (CoC 68810032) or other affiliated organizations and / or trade names (hereafter supplier) that deliver goods and / or services of any kind to the client even if these goods and / or services are not (further) described in these conditions.
- 1.2 Deviations from and additions to these general terms and conditions are only valid if agreed in writing between the parties.
- 1.3 The applicability of purchase or other conditions of clients is explicitly rejected.
- 1.4 If any condition of these general terms and conditions is void or is voided, the other conditions of these general terms and conditions will remain in full force. In that case, the supplier and the client will enter into consultation with the aim of agreeing new conditions to replace the void or voided conditions.

Article 2: Offers and quotations

- 2.1 All quotations, offers and other expressions from the supplier are without obligation, unless the supplier has indicated otherwise in writing. The client guarantees the correctness and completeness of the information provided to the supplier by or on behalf of the supplier on which the supplier has based his quotation or offer.

Article 3: Price and payment

- 3.1 All prices are exclusive of taxes (VAT) and other levies that are or will be imposed by the government. All prices made known by the supplier are always in euros and the client must pay all payments in euros.
- 3.2 The client can not derive any rights or expectations from a pre-calculation or budget issued by the supplier, unless the parties have agreed otherwise in writing. An available budget made known by the client to the supplier only applies as a (fixed) price agreed between the parties for the performances to be performed by the supplier if this has been expressly agreed in writing.
- 3.3 If, according to the agreement concluded by the parties, the client consists of several natural persons and / or legal entities, each of those (legal) persons is jointly and severally liable towards the supplier to fulfill the agreement.
- 3.4 With regard to the services performed by the supplier and the amounts owed by the client, the data from the supplier's records provide complete proof, without prejudice to the right of the client to provide proof to the contrary.
- 3.5 In the event of a periodic payment obligation of the client, the supplier shall be entitled to adjust in writing, in accordance with the index or other criterion included in the agreement, the applicable prices and rates to the terms specified in the agreement. If the agreement does not explicitly provide for the supplier's option to adjust the prices or rates, the supplier shall always be entitled to adjust the applicable prices and rates in writing with

due observance of a period of at least three months. If the client in the latter case does not agree with the adjustment, the client is entitled to cancel the agreement in writing within thirty 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 The parties shall record in the agreement the date or dates on which the supplier charges the fee for the agreed services to the client. Amounts due will be paid by the client in accordance with the agreed payment conditions or on the invoice. The client is not entitled to suspend any payment or to set off amounts due.
- 3.7 If the client fails to pay the amounts due or fails to do so on time, the client shall owe statutory interest on trade agreements on the outstanding amount, without a demand for payment or notice of default being required. If the client remains negligent after payment or notice of default to pay the claim, the supplier can hand over the claim, in which case the client in addition to the total amount due then is also obliged to pay all judicial and extrajudicial costs, including all costs calculated by external experts. This is without prejudice to the other statutory and contractual rights of the supplier.

Article 4: Duration of the agreement

- 4.1 If and as far as the agreement concluded between the parties is a continuing agreement, the agreement is for the duration agreed between the parties, when no duration is agreed the duration of one year applies.
- 4.2 The duration of the agreement will be tacitly renewed for the period of the originally agreed period, unless the client or supplier terminates the agreement in writing with due observance of a notice period of three months before the end of the relevant period.

Article 5: Confidentiality and takeover of personnel

- 5.1 The client and the supplier shall ensure that all data received from the other party that is known or should reasonably be known to be of a confidential nature remain secret. This prohibition does not apply to the supplier if and to the extent that provision of the relevant data of a third party is necessary pursuant to a court decision, a statutory provision or for the proper execution of the agreement by the supplier. The party that receives confidential information will only use it for the purpose for which it was provided. Information shall in any case be regarded as confidential if it has been designated as such by one of the parties.
- 5.2 The client acknowledges that the software originating from the supplier is always of a confidential nature and that it contains business secrets of the supplier, its suppliers or the producer of the software.
- 5.3 Each of the parties will, during the term of the agreement, as well as one year after the end thereof only with the prior written consent of the other party employ employees of the other party who are or have been involved in the execution of the agreement, or otherwise to work directly or indirectly. Conditions may be attached to this permission, including the condition that the client pays a reasonable fee to the supplier.

Article 6: Privacy and data processing

- 6.1 As far as personal data are processed for the execution of the order, these personal data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation.
- 6.2 Technical and organizational measures will be taken to protect personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.
- 6.3 The supplier shall inform the client within four working days about every request and / or every complaint from the supervisory authority or the person concerned with regard to the personal data that are processed in the execution of the agreement.
- 6.4 The supplier shall cooperate with the client when a person submits a request to exercise his or her rights such as, but not limited to, the right to make, rectify, delete, object to the processing of the personal data and a request for transferability of his own personal data.
- 6.5 The supplier shall inform the client within four working days about any court order, summons, legal obligation or other obligation to share personal data with third parties.
- 6.6 The supplier informs the client of the discovery of a possible data breach in accordance with the policy and the procedures that the supplier has drawn up on this subject.
- 6.7 Any costs incurred to resolve the data breach will be charged to the client.
- 6.8 When the agreement between the supplier and the client ends, the supplier will return the personal data that he has processed in the execution of the agreement to the client and / or destroy it, in accordance with the applicable policy of the supplier.
- 6.9 With each client where personal data is processed, the supplier enters into a processing agreement, in which the type of personal data and the processing carried out on it are specified.
- 6.10 Supplier reserves the right at all times to terminate the contract with the client if the client operates or expects the supplier to operate outside the limits of the General Data Protection Regulation.
- 6.11 In all new services to the client, privacy by design is applied.

Article 7: Information security

- 7.1 If an explicitly described method of information security is lacking in the agreement, the security will meet a level which, in view of the state of the art, the sensitivity of the data and the costs involved in the security is not unreasonable. The supplier does not guarantee that the information security is effective under all circumstances.
- 7.2 The access or identification codes and certificates issued by or on behalf of the supplier to the client are confidential and will be treated as such by the client and will only be made known to authorized personnel from the client's own organization. Supplier is entitled to change access or identification codes and certificates.
- 7.3 The client will adequately secure its systems and infrastructure.

Article 8: Property, rights and suspension

- 8.1 All goods delivered to the client remain the property of the supplier until all amounts owed by the client on the basis of the agreement concluded between the parties have been paid in full to the supplier. A client acting as a reseller will be allowed to sell and resell all goods that are subject to the supplier's property as far as this is

customary in the context of the normal conduct of his business.

- 8.2 The property law consequences of the retention of property of an item destined for export shall be governed by the law of the State of destination if that right includes more favorable conditions for the supplier.
- 8.3 If necessary, rights are granted or transferred to the client under the condition that the client has paid all the amounts due from the agreement.
- 8.4 Supplier may retain the data, documents, software and / or data files received or realized under the agreement, despite an existing obligation to issue or transfer, until the client has paid all amounts owed to the supplier.

Article 9: Risk transition

- 9.1 The risk of loss, theft, misappropriation or damage to items, data (including: user names, codes and passwords), documents, software or data files that are produced, supplied or used in the context of the execution of the agreement, will be transferred to the client at the time when these are placed in the actual disposal power of the client or an auxiliary person of the client.

Article 10: Intellectual property

- 10.1 If the supplier is prepared to commit to the transfer of an intellectual property right, such a commitment can only be empowered explicitly in writing. If the parties agree in writing that a right of intellectual property with regard to software developed specifically for the client, websites, data files, equipment or other materials will be transferred to the client, this does not affect the right or the possibility of the supplier to use an / or exploit that development, underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and all similar, without any limitation for other purposes, for themselves or for third parties. Nor does the transfer of an intellectual property right affect the right of the supplier to make developments for himself or a third party that are similar or derived from those that have been or are being made for the benefit of the client.
- 10.2 All intellectual property rights to the software, websites, data files, equipment, training, test and exam material or other materials such as analyzes, designs, documentation, reports, offers, as well as preparatory work developed or made available to the client pursuant to the agreement material thereof, rests solely with supplier, service licensors or its suppliers. The client obtains the rights of use that are expressly granted in these general terms and conditions, the agreement concluded between the parties in writing and the law. A right of use of the client is non-exclusive, non-transferable, non-pledged and non-sublicensable.
- 10.3 The client shall not remove or have changed any indication(s) concerning the confidential nature or concerning copyrights, brands, trade names or any other real intellectual property from the software, websites, databases, equipment or materials.
- 10.4 Even if the agreement does not expressly provide for this, the supplier is always permitted to make technical provisions for the protection of equipment, data files, websites, software made available, software to which the client is (directly or indirectly) granted access, and the like, with an agreed restriction in the content or the duration of the right to use these objects. The client will not remove this technical services or bypass them.
- 10.5 Supplier indemnifies the client against any claim by a third party that is based on the claim that software,

websites, data files, equipment or other materials developed by the supplier infringe an intellectual property right of that third party, under the condition that the client immediately delivers the supplier in writing inquiries about the existence and the content of the claim and the handling of the case, including the making of any settlements, entirely to the supplier. The client will provide the necessary powers of attorney, information and cooperation to the supplier to defend himself against these claims. This obligation to indemnify lapses if the infringement is related (i) to the materials made available by the client for use, processing or maintenance to the supplier, or (ii) with changes made by the client without the written consent of the supplier to the software, website, data files, equipment or other materials or has it installed. If it is irrevocably established in court that the software, websites, data files, 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 shall, if possible, ensure that the client can continue to use the delivered, or functionally equivalent, other software, websites, data files, equipment or materials. Any other or further obligation to indemnify the supplier for infringement of an intellectual property right of a third party is excluded.

- 10.6 The client warrants that no rights of third parties oppose making available to the supplier the equipment, software, material intended for websites, data files and / or other materials and / or designs, with the purpose of use, maintenance, processing, installation or integration. The client indemnifies the supplier against any claim by a third party that is based on the assertion that such making available, use, maintenance, processing, installation or integration infringes any right of that third party.
- 10.7 The supplier shall never be obliged to perform data conversion, unless this has explicitly been agreed with the Client in writing.

Article 11: Co-operation obligations

- 11.1 The parties acknowledge that the success of activities in the field of information and communication technology depends on proper and timely mutual cooperation. The client will always timely cooperate with the supplier in all reasonableness.
- 11.2 The client bears the risk of selecting the goods, goods and / or services 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. Measurements and data stated in drawings, images, catalogs, websites, quotations, advertising material, standardization sheets, etc. are not binding on the supplier, unless expressly stated otherwise by the supplier.
- 11.3 If the commissioning party employs personnel and / or auxiliary persons during the execution of the agreement, this personnel and these auxiliary persons will have the necessary knowledge and experience. In the event that employees of the supplier carry out work at the location of the client, the client shall provide the necessary facilities in a timely and free manner, such as a workspace with computer and network facilities. Supplier is not liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, unless the client proves that this damage or costs are the result of intent or deliberate recklessness on the part of the supplier's management.

- 11.4 The workspace and facilities will comply with all legal requirements. The client indemnifies the supplier against claims from third parties, including employees of the supplier, who suffer damage in connection with the execution of the agreement which is the result of acts or omissions of the client or of unsafe situations in his organization. The client will make the house and security rules applicable within his organization known to the employees deployed by the supplier before the start of the work.
- 11.5 If the client makes software, hardware or other resources available to the supplier in connection with the services and products of the supplier, the client guarantees to obtain all necessary licenses or approvals with regard to these products which the supplier may need.
- 11.6 The client is responsible for the management, including inspection of the institutions, the use of the products and / or services provided by the supplier and the manner in which the results of the products and services are used. The client is also responsible for the instruction to and use by users.
- 11.7 The client shall itself install, set up, parameterise, tune and install the (auxiliary) software required on his own equipment and, if necessary, adapt the equipment used, other (auxiliary) software and operating environment and realize the interoperability desired by the Client.

Article 12: Information obligations

- 12.1 In order to make a proper execution of the agreement possible by the supplier, the client shall always timely provide all data or information that can reasonably be requested by the supplier.
- 12.2 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 client contain known inaccuracies for the supplier, the supplier shall inquire with the client about this.
- 12.3 In connection with the continuity, the client will designate a contact person or contact persons who already act in such a way for the duration of the work of the supplier. Client contacts will have the necessary experience, specific knowledge of materials and insight into the objectives desired by the client.
- 12.4 The supplier is only obliged to periodically provide the client with information about the execution of the work by means of the contact person designated by the client.

Article 13: Project and steering groups

- 13.1 If both parties take part in a project or steering group with one or more employees deployed by them, then the provision of information will take place in the manner agreed upon for the project or steering committee.
- 13.2 Decisions taken in a project or steering committee in which both parties participate only bind the supplier if the decision is made in accordance with what has been agreed in writing between the parties or, in the absence of written agreements on this subject, if the supplier has accepted the resolutions in writing. Supplier is never obliged to accept or execute a decision if this is incompatible with the content and / or proper execution of the assignment.
- 13.3 The client warrants that the persons appointed by him to be part of a project or steering committee are entitled to take binding decisions for the client.

Article 14: Terms

- 14.1 The supplier shall make reasonable efforts to comply as far as possible with the (delivery) dates and / or (delivery)

dates agreed by or agreed between the parties. The interim (delivery) dates mentioned by the supplier or agreed between the parties always apply as target dates, the supplier does not bind and always have an indicative character.

- 14.2 If there is a risk of exceeding any term, the supplier and the client will consult with each other to discuss the consequences of the exceedance for further planning.
- 14.3 In all cases - also if the parties have agreed on a final (delivery) term or (delivery) date - the supplier will only be in omission as a result of a missing the deadline after the client has given him written notice of omission, in which the client provides the supplier with a reasonable term to repair the shortcoming (on the agreed) and this reasonable period has expired. The notice of omission must contain as complete and detailed a description of the shortcoming as possible, so that the supplier is given the opportunity to respond adequately.
- 14.4 If it has been agreed that the fulfillment of the agreed work will take place in phases, the supplier is entitled to postpone the commencement of the activities that belong to a phase until the client has approved the results of the preceding phase in writing.
- 14.5 The supplier is not bound by a delivery date or delivery term, if the parties change the content or scope of the agreement (additional work, changes to specifications, etc.) or a change of approach to the execution of the contract has occurred, or if the client fails to fulfill its obligations arising from the agreement in time or in full. The fact that during the execution of the agreement (the demand for) additional work occurs is never the reason for the client to terminate or dissolve the agreement.

Article 15: Dissolution and termination of the agreement

- 15.1 The authority to terminate the agreement on account of an attributable shortcoming in the fulfillment of the agreement shall only be vested in the parties if the other party, always in all cases, after having received the most detailed written notice of omission with a reasonable time limit for the reparation of the shortcoming of essential obligations from the agreement. 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 shall in all cases be regarded as essential obligations from the agreement.
- 15.2 If the client has already received performances within the agreement at the time of the termination, these performances and the related payment obligations will not be subject to undoing, unless the client proves that the supplier is in omission with respect to the essential part of these performances. Amounts invoiced by the supplier prior to the dissolution in connection with what he has already properly performed or delivered in order to execute the agreement shall remain due in full, with due observance of the previous sentence, and become immediately due and payable at the time of the dissolution.
- 15.3 If an agreement which, by its nature and content, does not end with completion, has an indefinite period of time, it can be terminated in writing by either party after proper consultation and stating reasons. If no period of notice has been agreed between the parties, a reasonable period must be observed in the termination. The supplier will never be obliged to pay any compensation for termination.
- 15.4 The client is not entitled to terminate an agreement of assignment for a definite period of time.
- 15.5 Either party can terminate the agreement in writing without notice of omission with immediate effect if the

other party is granted a moratorium, whether or not provisionally, if bankruptcy is applied for or if the enterprise of the other party is liquidated or terminated other than for the purpose of reconstruction or merger of companies. The supplier may also terminate the agreement in whole or in part without notice of omission with immediate effect if the controlling authority over the client's company changes directly or indirectly. Supplier is never obliged to refund any payments received or to pay damages due to the termination as referred to in this paragraph. In the event that the client is irrevocably in a state of bankruptcy, the client's right to use the software, websites and similar made available and the right of the client to access and / or use the services of the supplier shall cease, without a cancellation request on the part of the supplier is required.

Article 16: Liability of supplier

- 16.1 The total liability of the supplier due to an attributable shortcoming in the fulfillment of the agreement or on any legal grounds, including any shortcoming in the fulfillment of a guaranteed obligation agreed with the client, is limited to compensation of direct damage up to the amount of the price stipulated for that agreement (excluding VAT). If the agreement is primarily a continuing performance contract with a term of more than one year, the price stipulated for that agreement is set at the total of the fees (excluding VAT) stipulated for one year. In no case shall the total liability of the supplier for direct damage, on whatever legal basis, exceed the insured value by the supplier.
- 16.2 The total liability of the supplier for damage caused by death, physical injury or due to material damage to goods shall never exceed the insured value by the supplier.
- 16.3 Supplier's liability for indirect damage, consequential loss, lost profit, lost savings, loss of goodwill, loss due to business stagnation, damage as a result of claims from client's clients, damage related to the use of goods, materials or software prescribed by the client to the supplier material or programs of third parties and damage related to the use of suppliers prescribed by the client to the supplier is excluded. Also excluded is the liability of the supplier in connection with the mutilation, destruction or loss of data or documents.
- 16.4 The exclusions and limitations of liability of supplier described in articles 16.1 to 16.3 do not affect the other exclusions and limitations of liability of the supplier described in these general terms and conditions.
- 16.5 The exclusions and limitations referred to in Article 16.1 up to and including 16.4 shall lapse if and as far as the damage is the result of intent or deliberate recklessness on the part of the supplier's management.
- 16.6 Unless fulfillment by the supplier is permanently impossible, the liability of the supplier arises due to irresponsible shortcomings in the fulfillment of an agreement only if the client immediately gives the supplier written notice of omission, whereby a reasonable period for the reparation of the shortcoming is set, and the supplier also after that term remains accountable in the fulfillment of his obligations. The notice of omission must contain as complete and detailed a description of the shortcoming as possible, so that the supplier is given the opportunity to respond adequately.
- 16.7 The condition for any compensation is always that the client reports the damage to the supplier in writing as soon as possible after the occurrence thereof. Any claim

for compensation against the supplier shall be cancelled within twenty-four months after the claim arises, unless the client has instituted a legal claim for compensation for the damage before the expiry of that period.

16.8 The client indemnifies the supplier against all third-party claims due to product liability as a result of a defect in a product or system supplied by the client to a third party and which also consisted of equipment, software or other materials supplied by the supplier, unless and as far as the client proves that the damage was caused by that equipment, software or other materials.

16.9 The provisions of this article as well as all other limitations and exclusions of liability mentioned in these general terms and conditions also apply to the benefit of all (legal) persons of which the supplier operates in the execution of the agreement.

Article 17: Force majeure

17.1 Neither party is obliged to fulfill any obligation, including any statutory and / or agreed guaranteed obligation, if he is prevented from doing so as a result of force majeure. Force majeure on the part of supplier includes: (i) force majeure of suppliers' suppliers, (ii) failure to properly fulfill obligations of suppliers prescribed by the client to the supplier, (iii) defectiveness of items, equipment, software or materials of third parties whose use is prescribed by the client to the supplier, (iv) government measures, (v) electricity failure, (vi) internet failure, data network or telecommunication facilities, (vii) war and natural disasters and (viii) general transport problems.

17.2 If a force majeure situation lasts longer than sixty days, each party has the right to dissolve the agreement in writing. What has already been performed on the basis of the agreement will in that case be settled proportionally, without the parties owing each other anything else.

Article 18: Change and additional work

18.1 If, at the request or with the prior consent of the client, the supplier has performed work or other services that fall outside the content or scope of the agreed activities and / or performances, these activities or performances shall be reimbursed by the client in accordance with the agreed rates and in the absence thereof the usual rates of supplier. Supplier is not obliged to comply with such request and may require that a separate written agreement be concluded for this.

18.2 As far as a fixed price has been agreed for the service, the supplier shall, upon request, inform the client in writing about the financial consequences of the extra work or services as referred to in this article.

Article 19: Transfer of rights and obligations

19.1 The client will never transfer or pledge the rights and obligations that it has under a contract to a third party.

19.2 Supplier is entitled to sell, transfer or pledge its claims for payment of compensation to a third party.

Article 20: Applicable law and disputes

20.1 The agreements between supplier and client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

20.2 Disputes that arise as a result of the agreement between the parties and / or further agreements resulting therefrom, will be settled by arbitration in accordance with the Arbitration Rules of Stichting Geschillenoplossing Automatisering, with its registered office in The Hague, all this without prejudice to the right

to request a provision in (arbitral) summary proceedings from each of the parties and without prejudice to the right of each of the parties to take precautionary legal measures. The place of arbitration is The Hague.

20.3 If a dispute arising from the agreement concluded between the parties or as a result of further agreements resulting from this fall within the competence of the subdistrict court, each of the parties, contrary to the provisions of article 20.2, is entitled to a cantonal case to be brought before the legally competent Court. The prior authority will only accrue to the parties if no arbitration proceedings have yet been initiated in respect of that dispute in accordance with the provisions of Article 20.2. If, with due observance of the provisions of this article 20.3, the case has been brought by one or more of the parties to the legally competent Court for consideration and decision, the subdistrict court of that District Court is authorized to deal with the case and to decide on it.

20.4 Each of the parties is in all cases entitled to an ICT Mediation procedure in accordance with the ICT Mediation Regulations of the Stichting Geschillenoplossing Automatisering in respect of a dispute arising from the agreement between the parties or as a result of further agreements resulting therefrom. The other party is obliged to take an active part in a pending ICT Mediation, to which legally enforceable obligation in any case belongs attending at least one joint discussion of mediators and parties, in order to give this extrajudicial form of dispute resolution a chance. Each of the parties is free to terminate the ICT Mediation procedure at any time after a joint initial discussion of mediators and parties. The provisions of this paragraph shall not prevent a party that deems it necessary to request a provision in (arbitration) summary proceedings or take precautionary legal measures.

Chapter 2: Services

Article 21: Execution

21.1 The supplier shall make every effort to carry out its services with due care and, where appropriate, in accordance with the agreements and procedures recorded in writing with the client. All supplier services are performed on the basis of a best efforts obligation, unless and as far as the supplier has explicitly promised a result in the written agreement and the result concerned has also been described with sufficient certainty in the agreement.

21.2 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 deliberate reckless act or omission of the supplier's management.

21.3 If the agreement has the purpose of execution by one specific person, the supplier is always entitled to replace this person by one or more persons with the same and / or similar qualifications. The client is not entitled to refuse the replacement person or persons designated by the supplier.

21.4 The supplier is not obliged to follow instructions from the client in the performance of his services, in particular not if this concerns instructions that change or supplement the content or scope of the agreed services. However, if such instructions are followed, the relevant work will be reimbursed in accordance with the supplier's usual rates.

Article 22: Service Level Agreement

- 22.1 Supplier uses a universal service level (Service Level Agreement) that is made available to the client via the supplier's website and if requested otherwise. The client shall always inform the supplier without delay of all circumstances that affect or may affect the service level and availability thereof.
- 22.2 Unless the contrary proof is provided by the client, the availability measured by the supplier shall be considered as complete proof of availability in accordance with the Service Level Agreement.

Article 23: Back-up

- 23.1 If the service provided to the client on the grounds of the agreement includes the making of back-ups of data of the client, the supplier shall, with due observance of the periods agreed in writing, and in the absence thereof once a week, make a full backup of the held data of the client. Supplier shall keep the back-up during the agreed term according to the processing agreement, and in the absence of agreements on this subject, during the period customary at the supplier. Supplier will carefully store the back-up as a good safe guarder.
- 23.2 The client itself remains responsible for compliance with all applicable statutory administration and custody obligations.

Chapter 3: Software-as-a-Service (SaaS)

Article 24: Execution of SaaS services

- 24.1 The supplier will only carry out the SaaS service on request of the client. The client is not at liberty to allow third parties to make use of the services provided by the supplier in the area of SaaS.
- 24.2 If, based on a request or authorized order from a government body or in connection with a statutory obligation, the supplier performs work with regard to data of the client, its employees or users, all costs associated therewith will be charged to the client.
- 24.3 Supplier may make changes to the content or scope of the SaaS service. If such changes result in a change in the procedures applicable to the client, the supplier will inform the client as soon as possible and the costs of this change will be charged to the client. In that case, the client may terminate the agreement in writing by the date on which the change takes effect, unless this change is related to changes in relevant legislation or other regulations or supplier issued by the competent authorities, which will bear the costs of this change.
- 24.4 Supplier can continue the implementation of the SaaS service using a new or modified version of the software. Supplier is not obliged to maintain, modify or add specific properties or functionalities of the service or software specifically for the client.
- 24.5 The supplier can temporarily or completely suspend the SaaS service for preventive, corrective or adaptive maintenance or other forms of service. The supplier shall not take the decommissioning longer than necessary and allow it to take place outside of office hours if possible.
- 24.6 The supplier shall never be obliged to provide the client with a physical carrier with the software to be made available and to be kept available to the client in the context of the SaaS service.

Article 25: Warranty

- 25.1 Supplier does not guarantee that the software to be made available within the framework of the SaaS service

is error-free and functions without interruption. The supplier shall make every effort to rectify errors as referred to in Article 30.3 in the software within a reasonable period if and as far as it concerns software developed by the supplier itself and the relevant defects have been reported in detail by the client to the supplier in writing. If necessary, the supplier can postpone the repair of the defects until a new version of the software is put into use. The supplier does not guarantee that defects in software that has not been developed by the supplier itself will be remedied. Supplier is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software. If the software has been developed on the instruction of the client, the supplier may charge the costs of repair to the client in accordance with his usual rates.

- 25.2 On the basis of the information provided by the supplier regarding measures to prevent and limit the consequences of malfunctions, defects in the SaaS service, mutilation or loss of data or other incidents, the client will identify the risks for his organization and, if necessary, take additional measures. At the request of the client, the supplier declares that it is willing to cooperate in reasonableness with regard to further measures to be taken by the client, against (financial) conditions set by the supplier. The supplier is never obliged to repair corrupted or lost data.
- 25.3 The supplier does not guarantee that the software to be made available within the scope of the SaaS service is timely adapted to changes in relevant legislation and regulations.

Article 26: Protection of personal data

- 26.1 In accordance with the legislation concerning the processing of personal data (General Data Protection Regulation), the client has obligations towards third parties, such as the obligation to provide information, as well as giving access to, correcting and deleting personal data of data subjects. The responsibility for the fulfillment of these obligations rests entirely and exclusively with the client. The parties keep the supplier in respect of the processing of personal data 'processor' within the meaning of the General Data Protection Regulation.
- 26.2 The supplier shall, as far as technically possible, provide support to the obligations to be fulfilled by the client as referred to in Article 26.1. The costs associated with this support are not included in the agreed prices and fees of the supplier and are for the account of the client.

Article 27: Start of the service; compensation

- 27.1 Execution of the SaaS service to be provided by the supplier starts within a reasonable period after the conclusion of the agreement. The client shall ensure that he has the facilities required for the use of the SaaS service immediately after the start date of the agreement.
- 27.2 The Client owes the fee for the SaaS service that is included in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by the supplier are due in advance each calendar month.

Chapter 4: Software

Article 28: Right of use and usage restrictions

- 28.1 Supplier shall make the agreed computer programs and the agreed user documentation available for use on the

- basis of a user license for use during the term of the agreement, hereinafter referred to as 'the software'. The right to use the software is non-exclusive, non-transferable, non-pledged and non-sublicensable.
- 28.2 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 the client, even if the client is prepared to pay a financial compensation for this.
- 28.3 The client will always strictly observe the agreed restrictions, of whatever nature or content, on the right to use the software.
- 28.4 If the parties have agreed that the software may only be used in combination with certain equipment, the client is entitled to use the software for the duration of the malfunction on other equipment with the same qualifications in the event of a malfunction of the equipment.
- 28.5 The supplier may require the client not to use the software earlier than after the client has obtained one or more codes required for use from the supplier, its supplier or the producer of the software. The supplier is at all times entitled to take technical measures to protect the software against unauthorized use and / or against use in a different manner or for other purposes than agreed between the parties. The client shall never remove or have circumvented technical provisions that are intended to protect the software.
- 28.6 The client may only use the software in and for the benefit of his own company or organization and only to the extent that this is necessary for the intended use. The client will not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 28.7 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 is recorded, or in which manner, for whatever purpose or under any title, to a third party. to set. Nor shall the client give a third party - whether or not remote (online) - access to the software or to store the software with a third party for hosting, not even if the third party in question uses the software solely for the benefit of the client.
- 28.8 If requested, the client will cooperate without delay with a study to be carried out by or on behalf of the supplier regarding compliance with the agreed usage restrictions. The client will grant access to its buildings and systems at the supplier's first request. Supplier shall treat all confidential business information that it obtains in the context of an investigation by or from the client, as far as this information does not concern the use of the software itself.
- 28.9 The parties shall ensure that the agreement concluded between the parties, as far as it is the availability of the use of software, shall never be regarded as a purchase agreement.
- 28.10 Supplier is not obliged to maintain the software and / or provide support to users and / or administrators of the software. If, in deviation from the aforementioned supplier, maintenance and / or support with regard to the software is requested, the supplier may require the client to enter into a separate written agreement for this.

Article 29: Delivery and installation

- 29.1 The supplier shall, at its choice, deliver the software to the data carrier in the agreed format or, in the absence of agreements on this subject, to a data carrier to be determined by the supplier or make the software available to the client online for delivery. Any user documentation agreed upon will be provided in paper or digital form at the supplier's choice in a language determined by the supplier.
- 29.2 Only if this has been agreed, the supplier will install the software at the client. In the absence of agreements on this matter, the client will install, set up, parameterise and tune the software himself and, if necessary, adapt the equipment and user environment used.

Article 30: Acceptance

- 30.1 If the parties have not agreed an acceptance test, the client accepts the software in the state in which it is at the time of delivery ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the obligations of the supplier on the ground of the warranty scheme of article 34. In the aforementioned case, the software at the time of delivery or, if an installation to be carried out by the supplier has been agreed in writing, at the completion of the installation, shall be deemed to have been accepted by the client.
- 30.2 If an acceptance test has been agreed between the parties, the provisions in articles 30.3 up to and including 30.10 apply.
- 30.3 Where in these general terms and conditions 'errors' is stated to mean the substantial non-compliance of the software with the functional or technical specifications of the software explicitly made known by the supplier in writing at the time of the acceptance test, and, in case the software entirely or partially customized software, to the functional or technical specifications explicitly agreed in writing, an error only exists if the client can demonstrate this before or during the acceptance test and this is moreover reproducible. The client is obliged to immediately report any errors. After completion, the client still has a period of one month warranty according to art. 34. Supplier has no obligation with regard to other defects in or to the software than with regard to errors within the meaning of these general terms and conditions.
- 30.4 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if an installation to be carried out by the supplier has been agreed in writing, fourteen days after completion of the installation. During the test period, the client is not entitled to use the software for productive or operational purposes. The client will carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 30.5 If an acceptance test has been agreed upon, the client is obliged to check whether the delivered software meets the functional or technical specifications expressly made known by the supplier, and if and insofar as the software concerns fully or partially customized software, to the explicitly agreed functional or technical specifications.
- 30.6 The software will be accepted between parties:
 - if the parties have agreed an acceptance test: on the first day after the test period, or
 - if the supplier receives a test report as referred to in Article 30.7 before the end of the test period: at the moment that the errors stated in that test report have been corrected, without prejudice to

the presence of errors that do not stand in the way of acceptance in accordance with Article 30.8, or
c. if the client makes any use of the software for productive or operational purposes: at the time of the relevant commissioning.

- or in case of periodical right of use, fees on completion of the installation and then at the start of each new right of use period.

30.7 If during the execution of the agreed acceptance test it appears that the software contains errors, the client shall report the test results to the supplier in writing, in a clear, detailed and understandable manner no later than on the last day of the test period. The supplier shall make every effort to rectify the aforementioned errors within a reasonable period, whereby the supplier is entitled to install temporary solutions, program detours or problem-avoiding restrictions.

30.8 The client may not withhold the acceptance of the software for reasons that are not related to the specifications explicitly agreed in writing between the parties and furthermore not due to the existence of minor errors, i.e. errors that do not reasonably prevent the operational or productive use of the software, without prejudice to the supplier's obligation to rectify these minor errors under the guarantee scheme of Article 34. Acceptance may also not be withheld because of aspects of the software that can only be evaluated subjectively, such as aesthetic aspects of user interfaces.

30.9 If the software is delivered and tested in stages and / or parts, the non-acceptance of a particular phase and / or part does not affect the acceptance of an earlier phase and / or another part.

30.10 Acceptance of the software in one of the ways referred to in this article will result in the supplier being discharged for the fulfillment of his obligations regarding the provision and delivery of the software and, if the software installation has also been agreed by the supplier, of his obligations concerning the installation. Acceptance of the software does not affect the client's rights under article 30.8 concerning minor defects and article 34 regarding the warranty.

Article 31: Availability

31.1 The supplier shall make the software available to the client within a reasonable period after entering into the agreement.

31.2 Immediately after the agreement has ended, the client shall return all copies of the software in its possession to the supplier. If it has been agreed that the client will destroy the relevant copies at the end of the agreement, the client will immediately notify the supplier in writing of such destruction. 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.

Article 32: Right of use fee

32.1 The fee to be paid by the client for the right to use is payable 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:
 - on delivery of the software;
 - or in the case of periodical right of use, fees on delivery of the software and then at the start of each new right of use period;
- b. if the parties have agreed that the supplier will ensure the installation of the software;
 - on completion of that installation;

Article 33: Changes to the software

33.1 With the exception of exceptions provided by law, the client is not entitled to change the software in whole or in part without prior written permission from the supplier. Supplier is entitled to refuse permission 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 permission of the supplier.

Article 34: Warranty

34.1 The supplier shall make every effort to repair errors within a reasonable period if they are reported to the supplier in writing within one month after delivery or, if an acceptance test has been agreed, within one month after acceptance. Supplier does not guarantee that the software is suitable for the actual and / or intended use. The supplier also does not guarantee that the software will operate without interruption and / or that all errors will always be corrected. The repair will be carried out free of charge, unless the software has been developed by order of the client other than for a fixed price, in which case the supplier will charge the costs of repair according to his usual rates.

34.2 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 other causes not attributable to the supplier. The repair obligation lapses if the client makes changes to the software or has them made without the written consent of the supplier.

34.3 Errors will be rectified at a location and manner to be determined by the supplier. Supplier is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software.

34.4 The supplier is never obliged to repair corrupted or lost data.

34.5 Supplier has no obligation of any kind or content whatsoever in respect of errors reported after the end of the warranty period referred to in Article 34.2.

Article 35: Software from suppliers

35.1 If and insofar as the supplier makes software of third parties available to the client, the (license) conditions of relevant third parties in the relationship between the supplier and the client will apply, with the exception of the deviating provisions in these general conditions, provided the applicability of the (license) conditions of those third parties by the supplier in writing to the client is communicated and those conditions in addition before or at the conclusion of the agreement to the client have been provided. Contrary to the previous sentence, the client does not appeal to a supplier's failure to comply with the aforementioned information obligation, if the client concerns a party as referred to in Section 6: 235 (1) or (3) of the Dutch Civil Code.

35.2 If and insofar as the aforementioned conditions of third parties in the relationship between the client and the supplier for whatever reason are deemed not to apply or are declared inapplicable, the provisions of these general terms and conditions shall apply in full.

Chapter 5: Development of software and websites

Article 36: Specifications and development of software / website

- 36.1 If specifications or a design of the software or website to be developed have not already been provided to the supplier prior to or at the conclusion of the agreement, the parties will, in consultation, specify in writing which software or website will be developed and in which way the development will take place.
- 36.2 Supplier shall develop the software and / or website with due care, with due observance of the explicitly agreed specifications or the design and - if applicable - with due observance of the project organization, methods, techniques and / or procedures agreed in writing with the client. Before commencing the development, the supplier may require the client to agree in writing with the specifications or the design.
- 36.3 If the parties use a development method that is characterized by the premise that the design and / or development of (parts of) the software or website takes place in an iterative manner (for example Scrum), the parties accept that the work will not be carried out at the start on the basis of complete or fully elaborated specifications and also that specifications, which may or may not have been agreed upon at the start of the work, can be adapted during the execution of the agreement in good consultation, taking into account the project approach that is part of the relevant development method. During the execution of the agreement, the parties will jointly, in good consultation, make decisions regarding the specifications that apply to the next phase of the project (for example a 'time box') and / or for the subsequent partial development. The client accepts the risk that the software and / or the website will not necessarily meet all specifications. The client shall ensure a permanent, active contribution of relevant end-users, supported by the client's organization, including with regard to testing and with regard to (further) decision-making. The client guarantees that the employees deployed by him which are appointed in key positions have the decision-making powers required for this position. The client guarantees the promptness of the progress decisions to be taken by him during the execution of the agreement. In the absence of timely and clear progress decisions on the part of the client in accordance with the project approach that is part of the relevant development method, the supplier is entitled - but not obliged - to take the decisions that, in his opinion, are appropriate.
- 36.4 If parties make use of a development method as referred to in Article 36.3, then the provisions of Article 30.1, Article 30.4 up to and including 30.8 and Article 34.1 shall not apply. Client accepts the software and / or website in the state in which it is at the moment of the end of the last development phase ('as is, where is'). Supplier is not obliged to rectify errors after the last development phase, unless explicitly agreed otherwise in writing.
- 36.5 In the absence of specific agreements on this matter, the supplier shall commence the design and / or development within a reasonable term to be determined by him after the start of the agreement.
- 36.6 If requested, the client will give the supplier the opportunity to perform the work outside the usual working days and working hours at the client's office or location.
- 36.7 The supplier's performance obligations with respect to the development of a website do not include the provision of a so-called 'content management system'.

- 36.8 Supplier's performance obligations do not include the maintenance of the software and / or the website, and / or the provision of support (support) to users and / or managers thereof. If, in deviation from the foregoing, maintenance and / or support must also be provided by the supplier, the supplier may require the client to enter into a separate written agreement for this. This work will be charged separately at the usual supplier rates.

Article 37: Delivery, installation and acceptance

- 37.1 The provisions of article 29 regarding delivery and installation apply mutatis mutandis.
- 37.2 Unless the supplier, on the basis of the agreement, will 'host' the software and / or website on its own computer system for the client, the supplier shall deliver the website to the customer on a data carrier to be determined by him or in a form to be determined by him, or make online available to the client for delivery.
- 37.3 The provisions of article 30 of these general terms and conditions regarding acceptance apply mutatis mutandis.

Article 38: Right of use

- 38.1 The supplier shall make the software and / or website developed on request of the client and any user documentation belonging to it available to the client for use.
- 38.2 Only if this has been agreed in writing, the source code of the software and the technical documentation created during the development of the software will be made available to the client, in which case the client will be entitled to make changes to the software.
- 38.3 Supplier is not obliged to make available the auxiliary software and program or data libraries required for the use and / or maintenance of the software.
- 38.4 The provisions of Article 28 on user rights and usage restrictions apply mutatis mutandis.
- 38.5 Only if the contents of the written agreement explicitly show that all design and development costs are borne entirely and exclusively by the client, - in deviation from the provisions of article 38.4 - for the client, there are no restrictions in the right to use the software and / or website.

Article 39: Compensation

- 39.1 In the absence of an agreed payment schedule, all amounts relating to the design and development of software and / or websites are due each time 14 days after the invoice date.
- 39.2 The price for the development also includes the fee for the right to use the software or website during the term of the agreement.
- 39.3 The fee for the development of the software does not include a fee for the auxiliary software and program and data libraries required by the client, any installation services and any modification and / or maintenance of the software. Nor is in the payment included the provision of support (support) to users and the monthly and / or annual costs for domain names and hosting, if managed by the supplier.

Article 40: Warranty

- 40.1 The provisions of article 34 regarding guarantee apply accordingly.
- 40.2 Supplier does not guarantee that the website developed by it works well in connection with all types or new versions of web browsers and any other software. The supplier also does not guarantee that the website works properly in connection with all types of equipment.

Chapter 6: Maintenance of software and support

Article 41: Maintenance services

- 41.1 If agreed, supplier will perform maintenance with regard to the software determined in the agreement. The maintenance obligation includes the repair of errors in the software within the meaning of article 30.3 and - only if this has been agreed in writing - the provision of new versions of the software in accordance with article 42.
- 41.2 The client will report any errors noted in the software in detail. After receipt of the report, the supplier shall, in accordance with his usual procedures, make every effort to repair errors and / or make improvements in later new versions of the software. Depending on the urgency and the version and release policy of the supplier, the results will be made available to the client in the manner and period to be determined by the supplier. Supplier is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software. The client will install, set up, parameterise and tune the corrected software or the new version of the software that has been made available and adjust the used equipment and operating environment if necessary.
- 41.3 The provisions of Articles 34.3 and 34.4 apply mutatis mutandis.
- 41.4 If the supplier performs the maintenance online, the client will timely ensure a proper infrastructure and network facilities.
- 41.5 The client shall provide all assistance required by the supplier for maintenance, including the temporary discontinuation of the use of the software and the back-up of all data.
- 41.6 If the maintenance relates to software that has not been delivered by the supplier to the client, the client, if the supplier deems it necessary for the maintenance, delivers the source code and the technical (development) documentation of the software (including data models, designs, change-logs etc.). The client guarantees that he is entitled to such a posting. The client grants the supplier the right to use and change the software, including the source code and technical (development) documentation, in the context of carrying out the agreed maintenance.
- 41.7 The maintenance by the supplier does not affect the client's own responsibility for the management of the software, including control of the institutions and the way in which the results of the use of the software are used. The client will install software itself, set up, parameterise, tune and if necessary adjust the equipment used, other software and operating environment and realize the interoperability desired by the client.

Article 42: New versions of software

- 42.1 The maintenance includes the provision of new versions of the software only if and insofar as this has been 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 the supplier.
- 42.2 One month after making an improved version available, the supplier is no longer obliged to correct errors in the previous version and to provide support and / or maintenance with respect to a previous version.
- 42.3 The supplier may require that the client makes a further written agreement with the supplier for the provision of a version with a new functionality and that a further payment will be made for the provision. Supplier can take over functionality from a previous version of the software

but does not guarantee that every new version contains the same functionality as the previous version. Supplier is not obliged to maintain, modify or add specific properties or functionalities of the software specifically for the client.

- 42.4 The supplier may require the client to adapt his system (hardware, software, etc.) if this is necessary for the proper functioning of a new version of the software.

Article 43: Support services

- 43.1 If the services provided by the supplier on the basis of the agreement also include support to users and / or managers of the software, the supplier will advise by telephone or by e-mail about the use and functioning of the software mentioned in the agreement. The supplier can set conditions for the qualifications and the number of persons eligible for support. The supplier shall handle properly substantiated requests for support within a reasonable period of time in accordance with the usual procedures. Supplier does not guarantee the correctness, completeness or timeliness of reactions or support offered. Support is provided on working days during the usual opening hours of the supplier.
- 43.2 If the services provided by the supplier under the agreement also include the provision of so-called 'standby services', the supplier shall keep one or more staff members available during the days specified in the agreement and at the times specified therein. In that case, the client is entitled to call upon the support of the staff members available if there is a serious malfunction in the functioning of the software. The supplier does not guarantee that all faults will be rectified in time.
- 43.3 More specifically, the Service Level Agreement applies to support services, as stated in article 22.
- 43.3 The maintenance and the other agreed services as referred to in this chapter are carried out with effect from the day on which the agreement starts, unless the parties have agreed otherwise in writing.

Article 44: Compensation

- 44.1 In the absence of an explicitly agreed payment schedule, all amounts relating to the maintenance of software and the other services specified in the agreement as referred to in this chapter are always due in advance per calendar month, with an invoice term of 14 days, unless stated otherwise on the invoice.
- 44.2 Amounts relating to the maintenance of the software and the other services included in the agreement as referred to in this chapter are due from the start of the agreement. The compensation for maintenance and other services is due irrespective of whether the client has used the software or makes use of the possibility of maintenance or support.

Chapter 7: Advice and consultancy

Article 45: Execution of advice and consultancy services

- 45.1 The duration of an assignment in the field of consultancy or advice depends on various factors and circumstances, such as the quality of the data and information provided by the client and the cooperation of the client and relevant third parties. Unless otherwise agreed in writing, the supplier will therefore not commit in advance to a turnaround time of the order.
- 45.2 The service provided by the supplier is only performed on the usual working days and times of the supplier.

- 45.3 The client's use 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) advisory and consultancy services do not comply with what has been agreed in writing or that which can be expected from a reasonably acting and competent supplier rests entirely with the client, without prejudice to the right of the supplier to provide evidence to the contrary by all means.
- 45.4 Without the prior written consent of the supplier, the client is not entitled to give notice to a third party about the method and techniques of the supplier and / or the content of the advice or reports from the supplier. The client will not provide the advice or reports from the supplier to a third party or otherwise make it public.

Article 46: Reporting

- 46.1 The supplier shall periodically inform the client of the execution of the work in the manner agreed in writing. The client will inform the supplier in writing in advance of circumstances that are or may be of interest to the supplier, such as the method of reporting, the questions for which the client wishes attention, priorities of the client, availability of resources and personnel of the client and special or supplier unknown facts or circumstances. The client shall ensure the further dissemination and inspection of the information provided by the supplier within the client's organization and also assess this information on the basis thereof and inform the supplier accordingly.

Article 47: Compensation

- 47.1 In the absence of an explicitly agreed payment schedule, all fees that relate to services rendered by the supplier as referred to in this chapter are payable in arrears per calendar month with a payment term of 14 days.

Chapter 8: Secondment services

Article 48: Secondment services

- 48.1 The supplier shall make the employee named in the agreement available to the client to perform work under the direction and supervision of the client. The results of the work are at the risk of the client. Unless otherwise agreed in writing, the employee will be made available to the client for forty hours per week during the usual working days for the supplier.
- 48.2 The client may only deploy the employee made available for work other than the agreed work if the supplier has agreed in advance in writing.
- 48.3 The client is only permitted to lend the posted employee to a third party to work under the direction and supervision of that third party if this has been expressly agreed in writing.
- 48.4 The supplier shall make every effort to ensure that the posted employee remains available for work during the agreed days for the duration of the agreement, except in case of sickness or termination of the employee's employment. Even if the agreement has been entered into with a view to execution by a specific person, the supplier is always entitled after consultation with the client to replace this person by one or more persons with the same qualifications.
- 48.5 The client is entitled to request replacement of the employee made available (i) if the employee made available demonstrably does not meet the explicitly agreed quality requirements and the client must inform the supplier of this within three working days after the

commencement of the work, or ii) in the event of long-term illness or termination of employment of the employee made available. The supplier will pay immediate attention to the request without delay. Supplier does not guarantee that replacement is always possible. If replacement is not possible or is not possible immediately, the client's claims for further fulfillment of the agreement and all claims of the client due to non-fulfillment of the agreement lapse. Payment obligations of the client regarding the work performed will remain in full force.

Article 49: Duration of the secondment agreement

- 49.1 Contrary to the provisions of article 4 of these general terms and conditions, if the parties have not agreed on the duration of the secondment, the agreement has a term of unlimited duration, in which case a notice period of one calendar month applies to each party any initial term. Cancellation must be in writing.

Article 50: Working hours, working hours and working conditions

- 50.1 The working hours, rest times and working hours of the employee made available are the same as the times and duration customary at the client. The client guarantees that the working and resting times and the working hours comply with the relevant laws and regulations.
- 50.2 The client will inform the supplier of a proposed (temporary) closure of his company or organization.
- 50.3 The client is obliged towards the supplier and the employee made available to comply with the relevant legislation and regulations regarding the safety of the workplace and the working conditions.

Article 51: Overtime allowance and travel time

- 51.1 If the employee made available on assignment or at the request of the client per day works longer than the agreed or usual number of working hours or works outside the usual working days at the supplier, the client shall pay the agreed overtime rate for these hours or, in the absence of an agreed overtime rate, the overtime rate normally charged by the supplier. If requested, the supplier will inform the client about the applicable overtime rates.
- 51.2 Costs and travel time will be charged to the client in accordance with the usual rules and standards at the supplier. If requested, the supplier will inform the client about the usual rules and standards.

Article 52: Recipients' liability and other liability

- 52.1 The supplier shall ensure the timely and full payment of wage tax, social insurance contributions and turnover tax to be paid to the employee made available in connection with the agreement with the client. The supplier shall indemnify the client against all claims of the tax authorities or of the authorities for the implementation of social insurance legislation that are owed on account of the agreement with the client, on condition that the client informs the supplier in writing without delay of the existence and the content of the claim and the settlement of the claim the matter, including the making of any settlements, entirely to the supplier. For this purpose, the client will provide the necessary powers of attorney, information and cooperation to the supplier to defend itself against these claims, if necessary on behalf of the client.
- 52.2 The supplier assumes no liability for the quality of the results of work that has been established under the supervision and management of the client.

Chapter 9: Education and training

Article 53: Registration and cancellation

- 53.1 A registration for a course must be in writing and is binding after confirmation by the supplier.
- 53.2 The client bears the responsibility for the choice and suitability of the training for the participants. The absence of the required knowledge from a participant does not affect the obligations of the client on the basis of the agreement. The client is allowed to replace a participant for a course by another participant after prior written permission from the supplier.
- 53.3 If the number of applications gives rise to this in the opinion of the supplier, the supplier is entitled to cancel the training, to combine it with one or more study programs, or to have this take place at a later date or later date. Supplier reserves the right to change the location of the training. Supplier is entitled to make organizational and substantive changes to a course.
- 53.4 The consequences of a cancellation of participation in a training by the client or participants are governed by the usual rules at the supplier. A cancellation must always be made in writing and prior to the course or the relevant part thereof. Cancellation or non-appearance shall not affect the payment obligations that the client has under the agreement.

Article 54: Performance of training

- 54.1 The client accepts that the supplier determines the content and depth of the training.
- 54.2 The client shall inform the participants about and supervise the compliance by participants with the obligations arising from the agreement and the (behavioral) rules prescribed by the supplier for participation in the training.
- 54.3 If the supplier uses his own equipment or software during the execution of the training, the supplier does not guarantee that this equipment or software is error-free or operates without interruption. If the supplier carries out the training at the location of the client, the client shall ensure the availability of properly functioning equipment and software.
- 54.4 The taking of an exam or a test is not part of the agreement.
- 54.5 For the documentation, training materials or resources made available or produced for the training, the client will owe a separate fee. The foregoing also applies to any training certificates or duplicates thereof.
- 54.6 If the program is offered on the basis of e-learning, the provisions of the 'Software as a Service (SaaS)' chapter apply as much as possible.

Article 55: Price and payment

- 55.1 The supplier may require the client to pay the fees due before the start of the training. Supplier can exclude participants from participation if client has failed to ensure timely payment, without prejudice to all other rights of supplier.
- 55.2 Unless the supplier has explicitly indicated that the training is exempt from VAT within the meaning of Article 11 of the Turnover Tax Act 1968, the client also owes VAT on the compensation. After entering into the agreement, the supplier is entitled to adjust its prices in the event of a change in the VAT regime for training courses set by or pursuant to the law.

Article 56: Hosting services

- 56.1 The supplier will perform the hosting services agreed with the client.
- 56.2 If the agreement has the availability of disk space of equipment, the client shall not exceed the agreed disk space, unless the agreement explicitly regulates the consequences. The agreement involves the provision of disk space on a server reserved exclusively for the client only if this has been expressly agreed in writing. All use of disk space, data traffic and other loads of systems and infrastructure is limited to the maximums agreed between the parties. The data traffic that has not been used by the client within a certain period will not be transferable to a subsequent period. For exceeding the agreed maximums, the supplier will charge an additional fee in accordance with the usual rates.
- 56.3 Client is responsible for the management, including control of the institutions, the use of the hosting service and the way in which the results of the service are used. In the absence of explicit agreements on this subject, the client will install, set up, parameterise and tune the (auxiliary) software itself and, if necessary, adjust the equipment used, other software and user environment and achieve the desired interoperability by the client. Supplier is not obliged to perform data conversion.
- 56.4 Only if this has been explicitly agreed in writing, does the agreement also provide for the provision or disposal of backup, alternative and recovery services.
- 56.5 Supplier can put the hosting service completely or partially temporarily out of use for preventive, corrective or adaptive maintenance. Supplier shall not take the decommissioning longer than necessary, allow it to take place outside of office hours if possible and, depending on the circumstances, start this after consultation with the client.
- 56.6 If the supplier performs services for the client on the basis of the agreement with regard to a domain name, such as the application, renewal or alienation or transfer to a third party, the client must take into account the rules and procedures of the relevant authority(s). Supplier explicitly accepts no responsibility for the correctness or timeliness of the service or the achievement of the results intended by the client. The client will owe all costs associated with the application and / or registration according to the agreed rates or, in the absence of agreed rates, the usual rates at the supplier. The supplier does not guarantee that a domain name desired by the client will be assigned to the client.
- 56.7 The supplier is allowed to engage a subcontractor for providing the hosting services. All provisions in chapter 10 will then remain in force.

Article 57: Notice and take down

- 57.1 The client shall at all times behave carefully and not unlawfully towards third parties, in particular by respecting the intellectual property rights and other rights of third parties, respecting the privacy of third parties, not storing data in a manner contrary to the law, not to provide unauthorized access to systems, not to distribute viruses or other harmful programs or data and to refrain from criminal offenses and violation of any other legal obligation.
- 57.2 In order to prevent liability towards third parties or to limit the consequences thereof, the supplier is always entitled to take measures in respect of an act or omission by or at the risk of the client. The client will immediately

remove data and / or information from the supplier's systems at the supplier's first written request, failing which the supplier shall be entitled to remove the data and / or information itself or to make access thereto impossible. In the event of a violation or imminent violation of the provision of article 57.1, the supplier shall furthermore be entitled to deny the client access to its systems immediately and without prior notification. The above does not affect any other measures or the exercise of other legal and contractual rights by the supplier towards the client. In that case, the supplier is also entitled to terminate the agreement with immediate effect, without being liable towards the client.

- 57.3 The supplier can not be required to form an opinion on the validity of the claims of third parties or the defense of the client or to be involved in any way in a dispute between a third party and the client. The client will have to understand the matter with the third party concerned and will inform the supplier in writing and properly substantiated with documents.

Chapter 11: Purchase of equipment

Article 58: Purchase and sale

- 58.1 The supplier sells the equipment and / or other items according to the nature and number as agreed in writing, as the client buys these from the supplier.
- 58.2 The supplier does not guarantee that the equipment and / or items are suitable for the actual and / or intended use by the client, unless the intended use is clearly and unreservedly specified in the written agreement.
- 58.3 The sales obligation of the supplier does not include assembly and installation materials, software, supplies and consumables, batteries, stamps, ink (cartridges), toner articles, cables and accessories.
- 58.4 Supplier does not guarantee that the assembly, installation and operating instructions associated with the equipment and / or items are error-free and that the equipment and / or items have the characteristics stated in these regulations.

Article 59: Delivery

- 59.1 The equipment and / or items sold by the supplier to the client will be delivered to the client ex warehouse. Only if this has been agreed in writing, the supplier will deliver the goods sold to the client or have them delivered at a location to be designated by the client. In that case, the supplier shall inform the client, if possible in good time before the delivery, of the time at which he or the engaged carrier intends to deliver the equipment and / or goods.
- 59.2 The purchase price of the equipment and / or items does not include the costs of transport, insurance, hoisting, the hiring of temporary facilities, etc. These costs are charged to the client as the occasion arises.
- 59.3 If the client requests the supplier to remove old materials (such as networks, cabinets, cable trays, packaging materials, equipment) or if the supplier is legally obliged to do so, the supplier can accept this request by means of a written order at the usual rates.
- 59.4 If the parties have agreed this in writing, the supplier shall (have) the equipment and / or items installed, have them configured and / or connect them. The possible obligation to install and / or configure equipment by the supplier does not include the execution of data conversion and the installation of software. Supplier is not responsible for obtaining any necessary permits.

- 59.5 The supplier is always entitled to execute the agreement in partial deliveries.

Article 60: Test set-up

- 60.1 Only if this has been agreed in writing, the supplier will be obliged to place a test set-up with regard to the equipment for which the client is interested. Supplier may add (financial) conditions to a test set-up. A test set-up involves placing equipment temporarily in view in a standard version, excluding accessories, in a space to be made available by the client, before the client definitively decides whether or not to purchase the equipment in question. Client is liable for use, damage, theft or loss of equipment that is part of a test setup.

Article 61: Environmental requirements

- 61.1 The client shall ensure an environment that meets the requirements specified by the supplier for the equipment and / or items, including the temperature, humidity and technical environment requirements.
- 61.2 The client shall ensure that activities to be carried out by third parties, such as construction work, are carried out adequately and on time.

Article 62: Warranty

- 62.1 The supplier shall make every effort to repair material and manufacturing defects in the sold equipment and / or other goods sold, as well as in parts that have been delivered by the supplier within the framework of the warranty, free of charge within a reasonable period if these errors occur within a period of time from one month after delivery have been reported in detail to the supplier. If repair in the reasonable opinion of the supplier is not possible, recovery takes too long or if repair costs are disproportionately high, the supplier is entitled to replace the equipment and / or the items free of charge with other, similar, but not necessarily identical equipment and / or business. Data conversion that is necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of the supplier. The warranty obligation lapses if faults in the equipment, items or parts are wholly or partially the result of incorrect, careless or incompetent use, external causes such as fire or water damage, or if the client changes equipment without the consent of the supplier in the parts supplied by the supplier in the context of the guarantee, or have it installed. Supplier will not withhold such permission on unreasonable grounds.
- 62.2 Any other or further appeal by the client to non-conformity of the delivered equipment and / or items than the provisions of Article 62.1 is excluded.
- 62.3 Costs of work and repair outside the scope of this warranty will be charged by the supplier in accordance with its usual rates.
- 62.4 Supplier has no obligation under the purchase agreement for errors and / or other defects reported after the end of the warranty period referred to in article 62.1.

Article 63: Equipment from supplier's supplier

- 63.1 If and insofar as the supplier sells equipment from a third party to the client, the terms and conditions of sale of that third party will apply to the relationship between the supplier and the client, with the exception of the deviating provisions in these general terms and conditions, provided the applicability of the terms and conditions of sale of that third party has been communicated in writing by the supplier to the client and those conditions have also been provided to the client

before or at the conclusion of the agreement. Contrary to the previous sentence, the client cannot invoke a supplier's failure to comply with the aforementioned information obligation, if the client concerns a party as referred to in Section 6: 235 (1) or (3) of the Dutch Civil Code.

- 63.2 If and insofar as the aforementioned conditions of third parties in the relationship between the client and the supplier for whatever reason are deemed not to apply or are declared inapplicable, the provisions in these General Terms and Conditions shall apply in full.

Chapter 12: Rental of equipment

Article 64: Rent and rental

- 64.1 The supplier leases to the client the equipment mentioned in the rental agreement and the accompanying user documentation.
- 64.2 The rental does not include the provision of software on separate data carriers and the consumables and consumables required for the use of the equipment, such as batteries, ink (cartridges), toner articles, cables and accessories.
- 64.3 The rent commences on the day on which the equipment is made available to the client.

Article 65: Pre-inspection

- 65.1 Before or on the occasion of the provision of the supplier, the supplier may prepare a description of the condition of the equipment in the presence of the client, stating defects found. The supplier may require the client to sign the prepared report with this description for approval before the supplier provides the equipment to the client in use. The defects in the equipment stated in this condition are for the account of the supplier. The parties will, on detection of defects, agree whether, and if so in what way and on what period the repair of the defects stated in the state will take place.
- 65.2 If the client does not cooperate properly with the pre-inspection as referred to in Article 65.1, the supplier is entitled to carry out this inspection in the absence of the client and to draw up the report itself. This report is binding for the client.
- 65.3 If no pre-inspection is carried out, the client is deemed to have received the equipment in good and undamaged condition.

Article 66: Use of the equipment

- 66.1 The client will only use the equipment in accordance with the intended destination and at the locations specified in the agreement in and for the benefit of his own organization or company. Use of the equipment by or on behalf of third parties is not permitted. The right to use the equipment is not transferable. The client is not permitted to sublet the equipment to a third party or to give a third party the (co-) use of it.
- 66.2 The client himself will install the equipment, assemble it and make it ready for use.
- 66.3 The client is not permitted to use the equipment or any part thereof as collateral or security object, in any way whatsoever, or to dispose of it in any other way.
- 66.4 The client will use the equipment carefully and keep it as a good safe guarder. The client will take sufficient measures to prevent damage. In the event of damage to the equipment, the client will inform the supplier of this immediately. The client is liable for damage to the equipment towards the supplier. In all cases the client is

liable towards the supplier in the event of theft, loss or misappropriation of the equipment during the duration of the rental.

- 66.5 The client will not change the equipment in whole or in part or add anything to it. If any changes or additions have been made, the client will undo or remove these at the end of the rental agreement at the latest.
- 66.6 The parties shall observe that defects in the changes and additions made to the equipment by or on behalf of the client and all defects of the equipment resulting from these changes or additions are not defects within the meaning of Section 7: 204 of the Dutch Civil Code. The client has no claim towards the supplier with respect to these defects. The supplier is not obliged to repair or maintain these defects.
- 66.7 The client is not entitled to any compensation in connection with changes or additions to the rented equipment made by the client that have not been undone or removed for any reason whatsoever at or after the end of the rental agreement.
- 66.8 The client shall immediately inform the supplier in writing of any seizure of the equipment, stating the identity of the attaching creditor and the reason for the attachment. The client will immediately give the confiscating bailiff access to the rental agreement.

Article 67: Maintenance of rented equipment

- 67.1 The client will not maintain the rented equipment itself or have it maintained by a third party.
- 67.2 The client will immediately report any defects discovered in the rented equipment in writing. The supplier shall make every effort to repair the defects in the equipment that are at its expense within a reasonable period by way of corrective maintenance. The supplier is also entitled, but not obliged, to carry out preventive maintenance on the equipment. The client shall, upon request, provide the supplier with the opportunity to perform corrective and / or preventive maintenance. Parties will discuss the days and times of maintenance with each other in good consultation. During the period of maintenance, the client is not entitled to replacement equipment.
- 67.3 Excluded from the obligation to repair defects:
- the repair of defects that the client has accepted when entering into the rental agreement;
 - the repair of defects as a result of external causes;
 - the repair of defects that can be attributed to the client, its employees and / or third parties engaged by the client;
 - the repair of defects resulting from careless, incorrect or improper use or use contrary to the documentation;
 - the repair of defects resulting from the use of the equipment in violation of the use destination;
 - the repair of defects resulting from unauthorized modifications or additions made to the equipment.
- 67.4 If the supplier repairs the defects referred to in the previous paragraph or has them repaired, the client will owe the associated costs according to the supplier's usual rates.
- 67.5 The supplier is always entitled to opt out of the repair of defects and to replace the equipment with other, similar, but not necessarily identical equipment.
- 67.6 Supplier is never obliged to repair or reconstruct lost data.

Article 68: Final inspection and return

- 68.1 The client will return the equipment to the supplier in the original state at the end of the rental agreement. Costs of transport in connection with the return are at the expense of the client.
- 68.2 The client will cooperate in a joint final inspection of the condition of the equipment before or no later than on the last working day of the lease term. The parties jointly draw up a report of the findings, which must be signed by both parties. If the client does not cooperate with this final inspection, the supplier shall be entitled to carry out this inspection in the absence of the client and to draw up the said report itself. This report is binding for the client.
- 68.3 The supplier is entitled to have the defects stated in the final inspection report and which are reasonably for the account and risk of the client, repaired at the expense of the client. The client is liable for damage of the supplier due to temporary unusability or further hiring of the equipment.
- 68.4 If at the end of the lease the client has not canceled a change made by him to the equipment or has not removed an addition thereto, the parties shall be deemed to have relinquished the client from any right to these changes and / or additions.

Chapter 13: Maintenance of equipment

Article 69: Maintenance services

- 69.1 Supplier shall carry out maintenance with regard to the equipment specified in the agreement, provided the equipment is installed in the Netherlands.
- 69.2 During the time that the supplier has the equipment to be maintained, the client is not entitled to temporary replacement equipment.
- 69.3 The content and scope of the maintenance services to be performed and any associated service levels will be laid down in a written agreement. Failing this, the supplier is obliged to make every effort to remedy any faults that have been duly notified by the client to the supplier within a reasonable period of time. In these general terms and conditions 'fault' means the non-compliance or not without interruption of the equipment with the specifications expressly made known by the supplier in writing. A fault only exists if the client can demonstrate this malfunction and the relevant malfunction can also be reproduced. Supplier is also entitled, but not obliged, to preventive maintenance.
- 69.4 The client shall notify the supplier immediately after a malfunction of the equipment occurs by means of a detailed description.
- 69.5 The client shall provide all assistance required by the supplier for the maintenance, such as the temporary discontinuation of the use of the equipment. The client is obliged to give the personnel of the supplier or third parties designated by the supplier access to the location of the equipment, to provide all other necessary cooperation and to make the equipment available to the supplier for the purpose of maintenance.
- 69.6 Before offering the equipment to the supplier for maintenance, the client shall ensure that all software and data recorded in or on the equipment have been made a complete and properly functioning reserve copy.
- 69.7 At the request of the supplier, an expert employee of the client will be present for consultation during maintenance work.

- 69.8 The client is authorized to connect equipment and systems not supplied by the supplier to the equipment and to install software thereon.
- 69.9 If, in the opinion of the supplier for the maintenance of the equipment, it is necessary that the connections of the equipment are tested with other equipment or with software, the client shall make the relevant other equipment and software, as well as the test procedures and information carriers, available to the supplier.
- 69.10 The test material required for maintenance that is not part of the normal equipment of the supplier must be made available by the client.
- 69.11 The client bears the risk of loss, theft or damage to the equipment during the period that the supplier has it for maintenance work. It is left to the client to insure this risk.

Article 70: Maintenance fee

- 70.1 The maintenance price is not included:
- costs of (replacing) consumables such as batteries, stamps, ink (cartridges), toner articles, cables and accessories;
 - costs of (replacing) parts as well as maintenance services for repairing malfunctions that are wholly or partially caused by attempts to repair by others than supplier;
 - work for the revision of the equipment;
 - modifications to the equipment;
 - relocation, relocation, reinstallation of equipment or work as a result thereof.
- 70.2 The compensation for maintenance is due irrespective of whether the client has used the equipment (taken) or makes use of the maintenance facility.

Article 71: Exclusions

- 71.1 Activities due to the investigation or rectification of malfunctions resulting from or related to usage errors, improper use of the equipment or external causes, such as defects in the internet, data network connections, voltage provisions, or connections to equipment, software or materials not covered the maintenance agreement are not part of the supplier's obligations under the maintenance agreement.
- 71.2 In the maintenance obligations of the supplier do not belong:
- the investigation or rectification of malfunctions that are the result of or are related to changes to the equipment other than by or on behalf of the supplier;
 - the use of the equipment in violation of the applicable conditions and the failure of the client to have the equipment serviced on time.
- Supplier's maintenance obligations also do not include investigation or repair of faults related to software installed on the equipment.
- 71.3 If the supplier carries out research and / or maintenance in connection with the provisions in the article (s) 71.1 and / or 71.2, the supplier may charge the costs of that examination and / or maintenance according to his usual rates. The foregoing does not affect everything that the client owes to the supplier in respect of maintenance.
- 71.4 Supplier is never obliged to repair data that has been mutilated or lost as a result of malfunctions and / or maintenance.