Ciphix Terms and Conditions

These general conditions consist of the following chapters:

Chapter 1. General Provisions

Chapter 2. Processing

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

Chapter 4. Software license

Chapter 5. Software development

Chapter 6. Maintenance and support

Chapter 7. Advisory, consulting and project management services

Chapter 8. Posting services

Chapter 1.
Art. 1. Applicability of conditions

1.1 The Ciphix conditions apply to all offers and agreements under which Supplier (Ciphix B.V.) provides products and/or services of whatever nature and under whatever name to Client.

1.2 Deviations from and additions to these General Terms shall only be valid if agreed in writing between the parties.

1.3 The applicability of purchase or other conditions of Client is expressly rejected.

1.4 If and insofar as Supplier makes third-party products or services available to Client or provides access to them, the same shall apply to those products or services the (licensing or sales) terms and conditions of terms and conditions of sale of such third parties shall apply to the relationship between Supplier and Client with setting aside the provisions of these deviating provisions in these General Terms and Conditions, provided that the applicability of the (licensing or sales) conditions of those third parties Supplier has informed Client of the applicability of those third parties' terms and reasonable opportunity to take note of those terms and conditions. In deviation from the previous sentence, Client may not rely on any failure by Supplier to comply with the aforementioned obligation, if Client is a party as referred to in Article 6:235 paragraph 1 or paragraph 3 of the Dutch Civil Code.

1.5 If and insofar as the aforementioned conditions of third parties in the relationship between Client and Supplier for whatever reason Client and Supplier do not apply or are declared inapplicable for whatever reason these general terms and conditions shall apply in full. 1.6 If any provision of these general conditions is invalid or declared null and void, the other provisions of these general conditions remain in full force and effect. Supplier and Client shall in that case enter into consultation, with the aim of creating new provisions of as much to replace the void or nullified provisions. 1.7 Without prejudice to the provisions of article 1.4, in case of contradiction of agreements made between the parties, what determined in these general terms and conditions, unless the parties in writing explicitly and with reference to these terms and have deviated from them. In case of conflict between provisions from chapters of these terms and conditions, that which is stipulated in an earlier chapter, unless explicitly deviated from it.

Art. 2. Offers

2.1 All offers and other expressions of Supplier are without obligation, unless Supplier has indicated otherwise in writing. Client warrants the accuracy and completeness of the information provided by or on behalf of Client to Supplier on which Supplier has based its offer, with the exception of obvious typing errors.

Art. 3. Price and payment

3.1 All prices are exclusive of sales taxes (VAT) and other product or service-specific government fees. All stated by Supplier are in euros and Client must pay in euros.

3.2 Client cannot derive any rights or expectations from a pre-estimate or budget issued by Supplier. Client cannot derive any rights or expectations unless the parties have agreed otherwise in writing. A budget declared by Client shall only be valid if the price has been expressly agreed upon in writing.

3.3 If, according to the agreement, Client is made up of several natural persons and/or legal entities, each of these (legal) entities will be jointly and severally liable to Supplier for compliance with the agreement.

3.4 With regard to the performance by Supplier and the amounts owed by Client, the data from Supplier's records shall provide full evidence, without affecting Client's right to provide evidence to the contrary.

3.5 All prices are indexed annually in line with the Dienstenprijsindex (DPI) of the Central Bureau of Statistics (CBS).
The expert fee will be adjusted annually in accordance with the value delivered.

3.6 The parties shall specify in the agreement the date or dates on which Supplier shall charge the fee for the agreed performance to Client. Amounts due shall be paid by Client in accordance with the payment conditions agreed upon or specified on the invoice. Client shall in no case be permitted to suspend any payment nor to settle amounts due.

3.7 If Client does not pay the amounts due or does not pay them on time, then Client, without a reminder or notice of default being required, owes statutory interest on the unpaid amount. If Client continues to fail to pay the claim after a reminder or notice of default, Supplier may outsource the claim and in addition to the total amount owed, Client shall also be obliged to pay all reasonable judicial and extrajudicial costs, including all costs charged by external experts. All this does not affect the other legal and contractual rights of Supplier.

Art. 4. Duration of the agreement

4.1 If and insofar as the agreement between the parties is a fixed-term contract, the agreement is entered into for the intended duration, in default of which the duration of one year applies.

4.2 The duration of a fixed-term agreement is renewed automatically for the duration of the originally agreed period with a maximum of one year each time, unless Client or Supplier terminates the agreement in writing with due observance of a notice period of three months before the end of the period concerned.

Art. 5. Confidentiality

5.1 Client and Supplier shall ensure that all information received from the other party which is known or should reasonably be known to be confidential in nature remains a secret. This obligation shall not apply if and insofar as disclosure of the relevant data to a third party is necessary pursuant to a court order, a legislative requirement, on the basis of a legally issued order by a government agency or for the proper performance of the agreement. The party receiving confidential data shall use it only for the purpose for which it was provided. Data shall in any case be considered confidential if it is identified as such by either party.

5.2 Client acknowledges that the software provided by or through Supplier is always of a confidential nature and contains trade secrets of Supplier, its Suppliers or the producer of the software.

Art. 6. Privacy and data processing

6.1 If it is relevant to the execution of the Agreement according to Supplier's judgment, Client shall, upon request, inform Supplier in writing about the way in which Client carries out its obligations under personal data protection laws.

6.2 Client shall safeguard Supplier against claims by persons whose personal data have been or are being processed for which Client is responsible under the law unless Client proves that the facts underlying the claim are the responsibility of Supplier.

6.3 The responsibility for the data, which are processed by Client using a service of Supplier, lies with Client. Client ensures to Supplier that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. Client shall be responsible for protecting Supplier against any legal claim by a third party, on whatever grounds, in connection with these data or the performance of the Agreement.

6.4 If, based on a request or authorized order from a government agency or in connection with a legal obligation, Supplier performs work with regard to data of Client, its employees or users, all related costs may be charged to Client.

6.5 If Supplier, as a processor as defined by legislation relating to the the area of personal data protection, performs services for Client, then Chapter 2 'Standard clauses for processing operations' shall also apply.

Art. 7. Security

7.1 If Supplier is required by the Agreement to provide some form of information security, such security shall meet the specifications of security agreed between the Parties in writing. Supplier does not guarantee that the information security will be effective under all circumstances. If there is no explicitly defined method of security in the Agreement, the security shall meet the level that is reasonable, taking into account the state of the art, the implementation costs, the nature, scope and context of the information to be secured known to Supplier, the purposes and normal use of its products and services and the likelihood and seriousness of foreseeable risks.

7.2 The access or identification codes, certificates or other means of security provided by or on behalf of Supplier to Client are confidential and shall be treated as such by Client and shall only be disclosed to authorized personnel from Client's own organization. Supplier is entitled to change assigned access or identification codes and certificates. Client is responsible for the management of authorizations and the provision and timely retraction of access or identification codes.

7.3 If the security or testing related to software, equipment or infrastructure is not provided to Client by Supplier itself, Client guarantees that all necessary licenses or approvals have been obtained to be able to perform said services. Supplier is not liable for damages arising in connection with the performance of such services. Client shall indemnify Supplier against any legal claim of whatever nature in connection with the performance of this service.

7.4 Supplier is entitled to adjust the security measures from time to time if this is necessary as a result of changing circumstances.

7.5 Client shall adequately secure its systems and infrastructure and keep them adequately secured.

7.6 Supplier may give instructions to Client with regard to security intended to prevent or minimize incidents or the consequences of incidents that may affect security. If Client does not follow such instructions of Supplier or a relevant government body or fails to do so in a timely manner, Supplier is not accountable and Client indemnifies Supplier for any damage which may arise as a result.

7.7 Supplier shall always be allowed to install technical and organizational provisions to protect equipment, data files, websites, software or other works provided to Client to which access is provided (directly or indirectly), including in connection with an agreed limitation of the content or duration of the right to use these objects. Client shall not remove such technical provision(s) or have them removed or bypassed.

Art. 8. Retention of title and rights and suspension

8.1 All articles delivered to Client remain the property of Supplier until all amounts owed by Client to Supplier under the agreement entered into between the parties have been paid to Supplier in full. A Client acting as a reseller shall be permitted to sell and resupply all items subject to Supplier's retention of title to the extent customary in the ordinary course of its business.

8.2 The legal consequences of the property rights of an export item shall be governed by the law of the State of destination if that law contains more favorable provisions for Supplier in this regard.

8.3 If applicable, rights shall be granted or transferred to Client under the condition that Client has paid all amounts due from the contract.

8.4 Supplier may keep the data, documents, software and/or data files received or realized within the scope of the agreement, despite an existing obligation to surrender or transfer, until Client has paid all amounts owed to Supplier.

Art. 9. Transfer of risk

9.1 The risk of loss, theft, embezzlement or damage to items, data (including user names, codes and passwords), documents, software or data files produced for, delivered to or used by Client as part of the execution of the Agreement will pass to Client at the time they are placed under the actual control of Client or an assistant of Client.

Art. 10. Intellectual Property

10.1 All intellectual property rights to the software, websites, data files, databases, equipment, training, testing and examination materials or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials thereof, developed under the Agreement or made available to Client, are exclusively owned by Supplier, its licensors or its Suppliers. Client shall only obtain the rights of use expressly granted by these General Terms and Conditions, the written agreement concluded between the Parties and by mandatory law. A right of use granted to Client shall be non-exclusive, non-transferable, non-pledgeable and non-publicatable.

10.2 If Supplier is prepared to undertake to transfer an intellectual property right, such an undertaking may only be entered into in writing. If the Parties agree in writing that an intellectual property right with regard to software, websites, data files, equipment, know-how or other works or materials developed specifically for Client shall be transferred to Client, this shall not affect Supplier's right or ability to use the parts, designs, etc. underlying that development, algorithms, documentation, works, protocols, standards and the like may be used and/or exploited without restriction for other purposes either for themselves or for third parties. Supplier also has the right to use and/or exploit the general principles, ideas and programming languages used for the creation, or on which the development is based, of any work for other purposes without any restriction, either for itself or for third parties. Nor does the transfer of an intellectual property right affect Supplier's right to make developments for itself or a third party that are similar to or derived from the development done for Client.

10.3 Client shall not remove, alter or cause the removal of any designation(s) concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property rights from the software, websites, data files, equipment or materials.

10.4 Supplier shall indemnify Client against any claim by a third party based on the fact that software, websites, data files, equipment or other materials developed by Supplier itself infringe an intellectual property right of that third party, on the condition that Client immediately notifies Supplier in writing of the existence and substance of the claim and leaves the handling of the matter, including making any settlements, entirely to Supplier. To this end, Client shall provide the necessary powers of attorney, information and cooperation to Supplier to defend against these claims. This duty to safeguard shall be extinguished if the alleged infringement relates (i) to works or materials made available to Supplier by Client for use, adaptation, processing or maintenance, or (ii) to changes which Client has made or caused to be made to the software, websites, databases, equipment or other works or materials without Supplier's written permission. If it has been irrevocably established in law that the software, websites, databases, equipment or other materials developed by Supplier infringe any intellectual property right belonging to a third party or if, in Supplier's judgment, there is a good chance that such an infringement will occur, Supplier shall, if possible, ensure that Client can continue to use the software, websites, databases, equipment or materials delivered or functionally equivalent other software, websites, databases, equipment or materials. Any other or

further-reaching obligation to indemnify Supplier because of infringement of an intellectual property right of a third party is excluded.

10.5   Client warrants that no rights of third parties oppose making equipment, software, materials intended for websites, data files and/or other materials, designs, and/or other works available to Supplier for the purpose of use, maintenance, adaptation, installation or integration, including having the appropriate licenses. Client shall indemnify Supplier against any claim by a third party based on the fact that such provision, use, maintenance, adaptation, installation or integration infringes any right of that third party.

10.6   Supplier shall never be obliged to perform data conversion unless this has been expressly agreed in writing with Client.

10.7   Supplier is entitled to use Client's logo, logo or name in its external communications.

Art. 11. Performance of services

11.1   Supplier will do its best to perform services with care, where appropriate in accordance with the agreements and procedures laid down in writing with Client. All Supplier's services shall be performed on the basis of an obligation to perform to the best of its ability, unless and to the extent that Supplier has expressly promised a result in the written agreement and the result in question has been described with sufficient definiteness in the agreement.

11.2   Supplier is not liable for damage or costs resulting from use or misuse made of access or identification codes, certificates or other security means unless the misuse is the direct result of intent or conscious recklessness on the part of Supplier's management.

11.3   If the Agreement has been entered into with a purpose of performance by one particular person, Supplier shall always be entitled to replace this person by one or more persons with the same and/or similar qualifications.

11.4   Supplier shall not be obliged to follow Client's instructions in the performance of its services, in particular, if these are instructions which change or supplement the content or scope of the agreed services. However, if such instructions are followed, the work in question shall be compensated in accordance with Supplier's usual rates.

Art. 12. Information and other cooperation obligations

12.1   The Parties acknowledge that the successful performance of work in the field of information and communication technology depends on proper and timely mutual cooperation. Client will always provide all reasonable cooperation in a timely manner.

12.2   Client warrants the accuracy and completeness of the data, information, designs and specifications provided by or on behalf of it to Supplier. If the data, information, designs or specifications provided by Client contain inaccuracies known to Supplier, Supplier shall check this with Client.

12.3   In connection with the continuity, Client shall appoint a contact person or contact persons to act as such for the duration of Supplier's work. Client's contact persons shall have the necessary experience, specific subject matter knowledge and understanding of the objectives desired by Client.

12.4   Client shall bear the risk of selecting the items, goods and/or services to be provided by Supplier. Client shall always take the utmost care to ensure that the performance requirements are correct and complete. Any measurements and data mentioned in drawings, images, catalogues, websites, quotations, advertising material, standardization sheets and the like shall not be binding on Supplier, unless expressly stated otherwise by Supplier.

12.5   If Client uses personnel and/or assisting personnel in the performance of the Agreement, such personnel and assisting personnel shall possess the necessary knowledge and experience. If employees of Supplier perform work on-site at Client's, Client shall provide the necessary facilities, such as a working space with computer and network facilities, in a timely manner and free of charge. Supplier is not liable for damages or costs because of transmission errors, malfunctions or unavailability of these facilities unless Client proves that these damages or costs are the result of intent or deliberate recklessness on the part of Supplier's management.

12.6   The workspace and facilities shall comply with all legal requirements. Client indemnifies Supplier against claims by third parties, including employees of Supplier, who suffer damage in connection with the execution of the Agreement which is the result of acts or omissions of Client or of unsafe situations in his organization. Client shall make the house, information and security rules applicable within its organization known to the employees deployed by Supplier before the work commences.

12.7   Client is responsible for the management, including control of the settings, the use of the products and/or services provided by Supplier and the way in which the results of the products and services are deployed. Client is also responsible for instruction to, and use by users.

12.8   Client himself shall arrange for the necessary equipment, infrastructure and supporting software and install, set up, parameterise and tune the (auxiliary) software needed on his own equipment and, if necessary, adjust and keep the equipment used in this connection, other (auxiliary) software and user environment up to date and achieve the interoperability desired by Client.

Art. 13. Project and steering groups

13.1   If both Parties participate in a project or steering group with one or more employees deployed by them, information shall be provided in the manner agreed upon for the project or steering group.

13.2   Decisions made in a project group or steering committee in which both Parties participate shall only be binding as far as the decision-making occurs in accordance with what has been agreed in writing between the Parties or, in the absence of written agreements to that effect, only if Supplier has accepted the decisions in writing. Supplier shall never be obliged to accept or implement a decision if, in its judgment, this is incompatible with the substance and/or proper performance of the Agreement.

13.3   Client warrants that the persons appointed by it to form part of a project or steering committee are entitled to take decisions that are binding on Client.

Art. 14. Deadlines

14.1   Supplier shall make reasonable efforts to observe the delivery deadlines and/or completion or other dates stated by or agreed between the Parties as much as possible. Any intermediate (delivery) dates stated by Supplier or agreed between the Parties shall always be target dates, Supplier shall not be bound by them and they shall always be of an indicative nature.

14.2   If there is a risk that any deadline will be exceeded, Supplier and Client shall enter into consultation to discuss the consequences of the delay for further planning.

14.3   In all cases - including, therefore, if the Parties have agreed on a final (delivery) deadline or (completion) date - Supplier shall not be in breach of contract because of a time period being passed until Client has given it written notice of default, whereby Client allows Supplier a reasonable time to remedy the breach (of the agreed performance) and this reasonable time period in question passes. The notice of default must contain a description of the breach which is as complete and detailed as possible so that Supplier is given the opportunity to respond adequately.

14.4   If it has been agreed that the performance of the work agreed upon shall take place in stages, Supplier shall be entitled to postpone the start of the work which is part of a stage until Client has approved the results of the preceding stage in writing.

14.5   Supplier shall not be bound by any deadline (delivery) date or deadline, whether final or otherwise, if the parties have agreed on a change in the substance or scope of the Agreement (additional work, change in specifications, etc.) or a change in the approach to the performance of the Agreement, or if Client fails to perform its obligations under the Agreement, or fails to do so on time or in full. The fact that (the demand for) additional work occurs during the execution of the agreement shall never be a ground for Client to terminate or dissolve the agreement.

Art. 15. Dissolution and cancellation of the agreement

15.1   Each of the parties will only be entitled to dissolve the agreement on account of an attributable failure in the performance of the agreement if the other party, in all cases after a written notice of default that is as detailed as possible and in which a reasonable period is given to remedy the failure, fails to fulfil essential obligations under the agreement. Client's payment obligations and all

obligations to cooperate and/or provide information by Client or a third party to be engaged by Client shall in all cases be regarded as essential obligations under the agreement.

15.2   If Client has already received performances in execution of the Agreement at the time of dissolution, these performances and the related payment obligations shall not be subject to cancellation, unless Client proves that Supplier is in default with regard to the essential part of these performances. The amounts that Supplier has invoiced before the dissolution in connection with what it has already duly performed or delivered in the execution of the Agreement shall remain due in full with due observance of the provisions of the preceding sentence and shall become immediately payable at the time of dissolution.

15.3   If an agreement which by its nature and content does not end by completion has been entered into for an indefinite period of time, it may be terminated in writing by either of the parties after proper consultation and stating reasons. If no period of notice has been agreed between the parties, a reasonable period of notice must be given. Supplier will never be liable for any compensation due to termination.

15.4   Client is not entitled to early termination of an agreement of assignment that has been entered into for a definite period of time or an agreement that ends by completion.

15.5   Each of the parties may terminate the agreement in writing with immediate effect without notice of default, in whole or in part if the other party is granted a temporary or non-temporary suspension of payments, if bankruptcy is applied for with respect to the other party if the other party's business is wound up or terminated other than for the purpose of reconstruction or merger of companies. Supplier may also terminate all or part of the agreement with immediate effect without notice of default if the deciding control of Client's business changes directly or indirectly. On account of the termination referred to in this paragraph, Supplier shall never be obliged to refund funds already received or to pay damages. In the event that Client has been irrevocably declared bankrupt, Client's right to use the software, websites and the like which have been made available and Client's right to access and/or use Supplier's services shall terminate, without any notice of termination being required on the part of Supplier.

Art. 16. Supplier's liability

16.1   The total liability of Supplier on account of attributable shortcomings in the performance of the Agreement or on any legal basis whatsoever, expressly including any shortcoming in the performance of a guarantee or safeguard obligation agreed with Client, shall be limited to compensation for damages as elaborated in this article.

16.2   Direct damage is limited to a maximum of the amount of the price stipulated for that agreement (excluding VAT). If the agreement is primarily a continuing performance agreement with a term of more than one year, the price agreed for that contract shall be set at the total of the fees (excluding VAT) agreed for one year. In no event, however, shall Supplier's total liability for direct damages, on any legal basis whatsoever, exceed €500,000 (five hundred thousand euros).

16.3   Damage due to death, bodily injury or due to material damage to property shall be limited to € 1,250,000 (one million two hundred and fifty thousand euros).

16.4   Indirect damage, consequential damage, loss of profit, lost savings, loss of goodwill, damage through business interruption, damage resulting from claims by Client's Clients, damage relating to the use of objects, materials or software of third parties prescribed by Client for Supplier and damage relating to the involvement of Suppliers prescribed by Client for Supplier shall be excluded. Also excluded is Supplier's liability in connection with mutilation, destruction or loss of data or documents.

16.5   The exclusions and limitations of liability of Supplier described in Articles 16.2 to 16.4 shall not affect in any way the other exclusions and limitations of liability of Supplier described in these General Terms and Conditions.

16.6   The exclusions and limitations referred to in Articles 16.2 to 16.5 shall not apply if and insofar as the damage is the result of intentional or deliberate recklessness on the part of Supplier's management.

16.7   Unless performance by Supplier is permanently impossible, Supplier's liability because of an imputable failure to perform an Agreement shall arise only if Client immediately gives Supplier

written notice of default, in which a reasonable period for remedying the failure is given, and Supplier continues to imputably fail to perform its obligations even after that period. The notice of default must contain a description of the breach which is as complete and detailed as possible so that Supplier is given the opportunity to respond adequately.

16.8   A condition for the creation of any right to compensation is always that Client must report the damage as soon as possible after it has occurred in writing to Supplier. Any claim for damages against Supplier shall expire by the mere lapse of twenty-four months from the occurrence of the claim, unless Client has filed a legal action for damages before the expiration of that period.

16.9   Client shall indemnify Supplier against all third-party claims for product liability resulting from a defect in a product or system provided by Client to a third party that consisted in part of equipment, software or other materials provided by Supplier, unless and insofar as Client proves that the damage was caused by such equipment, software or other materials.

16.10   The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply for the benefit of all (legal) persons which Supplier and its Suppliers use in the execution of the agreement.

Art. 17. Force majeure

17.1   Neither party is bound to fulfill any obligation, including any legal and/or agreed warranty obligation if prevented from doing so as a result of force majeure. Force majeure on the part of Supplier shall include: (i) force majeure of Suppliers of Supplier, (ii) failure to properly fulfill obligations of Suppliers prescribed to Supplier by Client, (iii) defectiveness of goods, equipment, software or materials of third parties, the use of which has been prescribed to Supplier by Client, (iv) government measures, (v) electricity failure, (vi) failure of internet, data network or telecommunication facilities, (vii) (cyber) crime, (cyber) vandalism, war or terrorism and (viii) general transport problems.

17.2   If a force majeure situation lasts longer than sixty days, either party shall have the right to dissolve the agreement in writing. What has already been performed under the agreement shall in that case be settled proportionately, without the parties owing each other anything else.

Art. 18. Service Level Agreement

18.1   Any agreements regarding a service level (Service Level Agreement) shall only be expressly agreed upon in writing. Client shall always inform Supplier without delay of all circumstances that affect or may affect the Service Level and its availability.

18.2   If agreements about a service level are made, the availability of software, systems and related services shall always be measured in such a way that the shutdown announced in advance by Supplier because of preventive, corrective or adaptive maintenance or other forms of service, as well as circumstances beyond Supplier's control, are not taken into account. Unless Client can provide evidence to the contrary, the availability measured by Supplier shall be considered complete evidence.

Art. 19. Backup

19.1   If the services to Client under the Agreement include backing up Client's data, Supplier shall make a complete backup of Client's data in its possession subject to the periods agreed upon in writing, and in the absence thereof once a week. In the absence of agreements on retention periods, Supplier shall retain the backup for the period customary at Supplier. Supplier shall store the backup with due care and diligence.

19.2   Client itself remains responsible for compliance with all legal administration and retention obligations applicable to it.

Art. 20. Modification and additional work

20.1   If, at the request or with the prior consent of Client, Supplier has performed work or other performance that falls outside the content or scope of the agreed work and/or performance, such work or performance shall be compensated by Client in accordance with the agreed rates and, in the absence thereof, in accordance with Supplier's usual rates. Supplier shall not be obliged to comply with such a request meet and he may require a separate written agreement to do so.

20.2   Client realizes that changes and additional work (may) lead to the shifting of (delivery) periods and (delivery) dates. New (delivery) deadlines and (completion) dates indicated by Supplier replace the earlier ones.

20.3   To the extent that a fixed price has been agreed for the Agreement, Supplier shall, upon request, inform Client in writing of the financial consequences of the additional work or performance referred to in this Article.

Art. 21. Transfer of rights and obligations.

21.1   Client shall never sell, transfer or pledge its rights and obligations under an agreement to a third party.

21.2   Supplier shall be entitled to sell, transfer or pledge its claims for payment of fees to a third party.

Art. 22. Applicable law and disputes.

22.1   The agreements between Supplier and Client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

22.2   Disputes arising from the agreement concluded between the parties and/or further agreements resulting therefrom shall be settled by arbitration in accordance with the Arbitration Rules of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering). (www.sgoa.eu), without prejudice to the right of either party to request a remedy in (arbitral) summary proceedings and without prejudice to the right of either party to take precautionary legal measures. The place of arbitration shall be Amsterdam or such other place as mentioned in the Arbitration Rules.

22.3   If a dispute arising from the agreement concluded between the parties or further agreements resulting therefrom falls within the jurisdiction of the Dutch district court, each of the parties shall be entitled, contrary to the provisions of Article 22.2, to bring the case before the legally competent court in the Netherlands as a subdistrict court. The parties shall only have such authority if no arbitration proceedings in respect of that dispute have already been instituted in accordance with the provisions of Article 22.2. If with due observance of the provisions of Article 22.3, one or more of the parties has brought the case before the legally competent court for hearing and decision, the subdistrict court judge of that court shall have jurisdiction to hear and decide the case.

22.4   Each of the Parties is in all cases entitled to commence an ICT-mediation procedure in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes. The other party is obliged to actively participate in an ICT mediation that has been commenced, which legally enforceable obligation includes in any case the attendance of at least one joint meeting 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 the first joint meeting of mediators and parties. The provisions of this paragraph do not preclude a party who deems it necessary from requesting a provision in (arbitral) summary proceedings or taking conservatory legal measures.

Chapter 2. Processing

Art. 23. General

23.1.   The provisions contained in this chapter, in addition to the General provisions of these general terms and conditions, apply if in connection with the performance of the Agreement, Supplier process personal data for the benefit of the controller(s) as a (sub)processor (data processor) as referred to in data protection laws. These Standard Clauses for processing together with practical agreements on processing in the agreement or a separate annex (for example, a Data Pro 6 Statement) a processor agreement as referred to in Art. 28, paragraph 3 General Data Protection Regulation ("GDPR").

23.2.   Supplier shall process the personal data on behalf of Client in accordance with the written instructions of Client.

23.3.   Client, or its client, is the processing controller within the meaning of the GDPR, has control over the processing of the personal data and has control over the purpose of and the means for processing the personal data.

23.4.　Supplier is a processor within the meaning of the GDPR and therefore has no control over the purposes and means of the processing of the personal data and therefore does not take decisions on, amongst other things, the use of the personal data.

23.5.　Supplier shall implement the GDPR as laid down in this chapter 'Standard clauses for processing' and in the agreement. It is up to Client to assess whether Supplier offers sufficient guarantees with regarding the application of appropriate technical and organizational measures, so that the processing meets the requirements of the GDPR and the protection of the rights of data subjects are sufficiently guaranteed.

23.6.　Client guarantees to Supplier that it complies with the GDPR, that it will at all times adequately secure its systems and infrastructure and that the content, use and/or processing of the personal data are not unlawful and do not infringe any right of a third party.

23.7.　Client shall not be entitled to pay an administrative fine imposed on it by the supervisory authority on whatever grounds. In this Section (2) refers to a supervisory authority as referred to in the GDPR.

Art. 24. Security

24.1.　Supplier will take the technical and organizational security measures, as described in the agreement. At taking the technical and organisational security measures, Supplier shall take into account the state of the technology, the implementation costs of the security measures, the nature, scope and context of the processing, the nature of its products and services, the processing risks and the, in terms of probability and severity varying risks to the rights and freedoms of data subjects that Supplier could expect in view of the use it intends to use of its products and services could expect.

24.2.　Unless explicitly stated otherwise in the Agreement, Supplier's product or service of Supplier is not designed to process special categories of personal data or data concerning criminal convictions or criminal offences.

24.3.　Supplier shall strive to ensure that the security measures to be taken by it are appropriate for the intended use of the product or service by Supplier.

24.4.　The security measures described shall, in Supplier's judgment Client, taking into account the factors mentioned in Article 24.1, provide appropriate to the risk involved in processing the personal data used or provided by him. security level.

24.5.　Supplier may make changes to the security measures if, in its opinion, this is necessary in order to continue to provide an appropriate level of security. Supplier shall record any significant changes and shall, where relevant, inform Client informs Supplier of those changes.

24.6.　Client may request Supplier to take further security measures. measures. Supplier shall not be obliged upon such request implement changes to its security measures. Supplier may charge Client for the costs related to the changes made at Client's request. Only after the modified security measures requested by security measures desired by Client have been agreed in writing by parties, Supplier shall be obliged to actually implement these security measures

Art. 25. Personal data breaches.

25.1.　Supplier does not guarantee that the security measures are effective under all circumstances. If Supplier discovers a breach related to personal data, it shall inform Client without unreasonable delay. The Agreement shall stipulate the manner in which Supplier informs Client about breaches related to personal data. If no specific agreements have been made, then Supplier shall contact Client.

25.2.　It is up to the controller (Client, or its client) to assess whether the breach relating to personal data about which Supplier has informed must be reported to the supervisor or data subject. The reporting of personal data breaches remains at all times the responsibility of the controller (Client or its client).Supplier is not obliged to report breaches related to personal data to the supervisor and/or the data subject.

25.3.　Supplier shall, if necessary, provide further information about the personal data breach and shall lend its cooperation to Client for the purpose of a notification to the supervisor or data subjects.

25.4.   Supplier may charge Client for the reasonable costs it incurs in this respect at its then current rates.

Art. 26. Confidentiality

26.1.   Supplier shall ensure that the persons who process personal data under its responsibility have an obligation of confidentiality.

26.2.   Supplier is entitled to provide the personal data to third parties, if and to the extent that disclosure is necessary pursuant to a court order, a statutory regulation, on the basis of an authorized order issued by a government agency or for the proper performance of the agreement.

Art. 27. Obligations in the event of termination

27.1.   Supplier shall, in the event of termination of the processor agreement, delete all personal data in its possession and received from Client within the period stated in the agreement in such a way that they can no longer be used and are no longer accessible (render inaccessible), or, if agreed upon, return it in a machine readable format to Client.

27.2.   Supplier may charge any costs to Client incurred in connection with the provided for in the preceding paragraph. Further agreements about this may be laid down in the agreement.

27.3.   The provisions of Article 27.1 shall not apply if a statutory regulation prevents Supplier from removing or returning the personal data in whole or in part. In such a case, Supplier continue to process the personal data only to the extent as necessary pursuant to its legal obligations. Article 27.1 shall also not apply if Supplier is the is a data controller within the meaning of the GDPR with regard to of the personal data.

Art. 28. Data subjects' rights, Data Protection Impact Assessment (DPIA) and audit rights.

28.1. Supplier shall, where possible, cooperate with requests of Client that relate to rights of data subjects invoked by Client. If Supplier is approached directly by a data subject, it shall where possible, refer the data subject to Client.

28.2.   If Client is obliged to do so under the GDPR, Supplier shall, upon cooperate with a reasonable request issued for that purpose, provide a data protection impact assessment (DPIA) or a subsequent prior consultation

28.3. Supplier shall, at Client's request, provide all information reasonably necessary for compliance with the arrangements made in the agreements with respect to processing of personal data, for example by means of a valid Data Pro Certificate or at least equivalent certificate, an audit report prepared by an independent expert commissioned by Supplier, an audit report (Third Party Memorandum) or by means of other information to be provided by Supplier. If Client nevertheless has reason to believe that the processing of personal data does not take place in accordance with the Agreement, then it may be inspected no more than once a year by an independent, certified, external expert, who can demonstrate experience with the type of processing carried out on the basis of the agreement, at Client's expense. Supplier shall have the right to refuse an expert if, in Supplier's opinion, it affects its competitive position. The audit will be limited to checking compliance with the agreements relating to the processing of personal data as laid down in the agreement. The expert shall have an obligation of secrecy with regard to what he finds and shall only report to Client that which constitutes a shortcoming in Supplier's obligations under the agreement. The expert shall provide a copy of his report to Supplier. Supplier may provide an expert, audit or instruction of the expert if in its opinion it violates the GDOR or other legislation or constitutes an impermissible breach of its security measures.

28.4. The parties shall consult as soon as possible about the results in the report. The parties will follow up on the proposed remedial measures in the report insofar as they can reasonably be expected to do so. Supplier shall implement the proposed improvement measures to the extent that they are in its opinion are appropriate taking into account the processing risks associated with its product or service, the state of the art, the implementation costs, the market in which it operates and the intended use of the product or service.

28.5. Supplier shall be entitled to charge the costs it incurs in the context of the provisions of this article to be charged to Client.

Art. 29. Subprocessors

29.1.   Supplier has stated in the agreement whether, and if so which third parties (subprocessors) Supplier engages in the processing of personal data.

29.2.   Client grants permission to Supplier to engage other sub-processors for the performance of its obligations arising under the Agreement.

29.3.   Supplier shall inform Client about a change in the third parties engaged by Supplier. Client has the right to to object to the aforementioned change by Supplier.

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

Art. 30. Applicability & Execution SaaS Service

30.1   The provisions set forth in this Chapter "Software-as-a-Service (SaaS)" shall, in addition to the General Provisions of these General Terms and Conditions, apply if Supplier provides services under the name of or in the area of Software-as-a-Service (also referred to as: SaaS). For the purposes of these General Terms and Conditions, "SaaS" shall mean: Supplier making and keeping functionality available "at a distance" to Client via the Internet or another data network, without making a physical carrier or download with the underlying software concerned available to Client.

30.2   Supplier shall provide the SaaS service on behalf of Client. Client may only use the SaaS Service for the benefit of his own company or organization and only insofar as necessary for the use intended by Supplier. Client is not free to allow third parties to use the SaaS service provided by Supplier.

30.3   Supplier may make changes to the content or scope of the SaaS service. If such changes are substantial and result in a change of the procedures applicable at Client, Supplier shall inform Client as timely as possible. The costs of this change shall be for Client. In that case, 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 issued by competent authorities or Supplier bears the costs of this change.

30.4   Supplier may continue to perform the SaaS service using a new or modified version of the underlying software. Supplier is not obliged to maintain, modify or add certain features or functionalities of the service specifically for Client.

30.5   Supplier may temporarily decommission all or part of the SaaS Service for preventive, corrective or adaptive maintenance or other forms of service. Supplier will not allow the decommissioning to last longer than necessary and, if possible, will allow it to take place at times when the SaaS Service is usually used least intensively.

30.6   Supplier shall never be obliged to provide Client with a physical carrier or download of the underlying software.

30.7   In the absence of further agreements in this regard, Client shall further set up, configure, parameterize, tune the SaaS service itself, convert and upload any data and, if necessary, adjust the equipment and user environment used.

Art. 31. Warranty

31.1   Supplier does not warrant that the SaaS Service is error-free and functions without interruption. Supplier shall use its best efforts to correct errors as referred to in Article 36.3 in the underlying software within a reasonable time if and insofar as it relates to underlying software developed by Supplier itself and Client has reported the errors concerned to Supplier in writing with a detailed description. Where appropriate, Supplier may postpone fixing the errors until a new version of the underlying software is put into use. Supplier does not warrant that errors in the SaaS Service not developed by Supplier itself will be fixed. Supplier is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the SaaS Service. If (a part of) the SaaS service has been developed by order of Client, Supplier may charge the costs of remediation to Client in accordance with its usual rates. Supplier shall never be obliged to repair imperfections other than those referred to in this Article. In the event that Supplier is prepared to perform remedial work with regard to such other imperfections, Supplier shall be entitled to charge a separate fee for this.

31.2   Client shall, based on the information provided by Supplier regarding measures to prevent and limit the consequences of malfunctions, errors and other imperfections in the SaaS service,

mutilation or loss of data or other incidents, identify the risks to its organization and, if necessary, take additional measures. Supplier declares itself prepared, at the request of Client, to provide reasonable cooperation in further measures to be taken by Client, subject to (financial) conditions to be set by Supplier. Supplier shall never be obliged to restore mutilated or lost data other than to restore the - where possible - last available back-up of the data concerned.

31.3   Supplier does not warrant that the SaaS Service will be updated in a timely manner to reflect changes in relevant laws and regulations.

Art. 32. Commencement of service; compensation

32.1   The SaaS service to be provided by Supplier (and any related support) shall commence within a reasonable period after entering into the agreement. If not otherwise agreed, the SaaS service commences by Supplier making the means to access the SaaS service available by Supplier. Client shall ensure that, immediately after entering into the agreement, it has at its disposal the facilities necessary for the use of the SaaS service.

32.2   Client owes for the SaaS service the fee included in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by Supplier shall be due in advance each calendar month.

Art. 33. Additional provisions

33.1   The following Articles shall apply mutatis mutandis to the SaaS Service: 34.3, 34.5, 34.8, 36.1 (with the exception of reference to Article 40), 36.11, 48.4, 49.1, 49.2, 62.2 and 62.4 and 63. In these articles, the words "software" should be read as "SaaS service" and "delivery" as "commencement of service.

Chapter 4. Software license

Art. 34. Applicability, right of use and restrictions on use

34.1   The provisions in this Chapter, in addition to the General Provisions of these General Terms and Conditions, shall apply if Supplier makes software, apps, associated data (banks) and/or user documentation (collectively referred to in these General Terms and Conditions as "software") available to Client for use other than on the basis of a SaaS service.

34.2   Supplier shall make the agreed software available to Client for use during the term of the Agreement on the basis of a user license. The right to use the software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

34.3   Supplier's obligation to provide and Client's right of use shall extend only to the so-called object code of the software. Client's right of use shall not extend to the software's source code. The source code of the software and the technical documentation created during the development of the software shall not be made available to Client, even if Client is prepared to pay financial compensation for them.

34.4   Client shall always strictly observe the agreed restrictions, of whatever nature or content, on the right to use the software.

34.5   If the parties have agreed that the software may only be used in combination with certain equipment, Client shall be entitled, in the event of any equipment failure, to use the software on other equipment with the same qualifications for the duration of the failure.

34.6   Supplier may require Client to take the software into use only after Client has obtained one or more codes required for use from Supplier, its Supplier or the producer of the software.

34.7   Client may only use the software in and for its own company or organization and only insofar as this is necessary for the intended use. Client shall not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.

34.8   Client shall never be permitted to sell, lease, estrange or grant limited rights to the software, the associated codes for use and the carriers on which the software is or will be recorded, or to make the software available to a third party in any way, for any purpose or under any title whatsoever. Nor will Client give a third party access - whether remotely (online) or otherwise - to the software or place the software with a third party for hosting, not even if the third party in question uses the software exclusively for Client's benefit.

34.9   If requested, Client shall immediately cooperate with an investigation to be conducted by or on behalf of Supplier regarding compliance with the agreed restrictions on use. Client shall grant access to its premises and systems at Supplier's first request. Supplier shall keep confidential all confidential business information it obtains from or at Client within the scope of an investigation, insofar as that information does not concern the use of the software itself.

34.10 The parties hold that the agreement concluded between the parties, insofar as it relates to the provision for use of software, shall never be considered a purchase agreement.

34.11 Supplier shall not be obliged to maintain the software and/or provide support to users and/or administrators of the software. If, in deviation from the foregoing, Supplier is asked to provide maintenance and/or support with regard to the software, Supplier may require Client to enter into a separate written agreement for that purpose.

Art. 35. Delivery and installation

35.1   Supplier shall, at its option, deliver the software on the agreed format data carrier or, in the absence of agreements to this effect, on a format data carrier to be determined by Supplier, or make the software available to Client online for delivery. Any agreed user documentation shall be provided at Supplier's option.

35.2   Supplier shall install the software at Client's premises only if such has been agreed. In the absence of agreements in this regard, Client itself shall install, set up, parameterize and tune the software and, if necessary, adjust the equipment and user environment used.

Art. 36. Acceptance

36.1   If the Parties have not agreed on an acceptance test, Client shall accept the software in the condition it is in at the time of delivery ("as is, where is"), hence with all visible and invisible errors and defects, without prejudice to Supplier's obligations as referred to in Article 40. In the aforementioned case, the software shall be considered accepted by Client upon delivery or, if installation by Supplier has been agreed in writing, upon completion of the installation.

36.2   If an acceptance test has been agreed between the parties, the provisions of Articles 36.3 through 36.10 shall apply.

36.3   Where these General Terms and Conditions refer to "errors", this shall mean a substantial failure of the software to meet the functional or technical specifications of the software expressly stated in writing by Supplier and, where all or part of the software is custom-made software, to meet the functional or technical specifications expressly agreed in writing. An error shall only exist if Client can demonstrate it and, moreover, it is reproducible. Client shall be obliged to report errors forthwith. Supplier shall not be under any obligation with respect to other imperfections in or to the software other than errors within the meaning of these General Terms and Conditions.

36.4   If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if installation to be performed by Supplier has been agreed in writing, fourteen days after completion of the installation. During the test period, Client shall not be entitled to use the software for productive or operational purposes. Client shall conduct the agreed acceptance test with qualified personnel and with sufficient scope and depth.

36.5   If an acceptance test has been agreed, Client shall be obliged to test whether the software delivered meets the functional or technical specifications expressly stated in writing by Supplier and, if and insofar as all or part of the software is custom-made software, the functional or technical specifications expressly agreed in writing.

36.6   If data is used in testing on behalf of Client, Client shall ensure that the use of such data is permitted for this purpose.

36.7   The software will be deemed accepted between the parties:

A. If the parties have agreed on an acceptance test: on the first day after the test period, or

B. if Supplier receives a test report referred to in Article 36.8 before the end of the test period: at the time that the errors mentioned in that test report have been repaired, without prejudice to the presence of errors which do not preclude acceptance under Article 36.9, or

C. if Client makes any use of the software for productive or operational purposes: at the time of the relevant commissioning.

36.8   If, when the agreed acceptance test is conducted, the software proves to contain errors, Client shall report the test results to Supplier in writing, clearly, in detail and comprehensibly no later than

on the last day of the test period. Supplier shall use its best efforts to fix the aforementioned errors within a reasonable time period, with Supplier being entitled to install temporary solutions, program bypasses or problem-avoiding restrictions.

36.9   Client may not withhold acceptance of the software for reasons not related to the specifications expressly agreed between the Parties in writing and, furthermore, not because of the existence of minor errors, being errors that do not reasonably prevent the operational or productive use of the software, without prejudice to Supplier's obligation to correct these minor errors under the warranty provisions under Article 40. Acceptance may further not be withheld because of aspects of the software that can only be judged subjectively, such as aesthetic aspects of user interfaces.

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

36.11   Acceptance of the software in one of the ways referred to in this Article shall result in Supplier being discharged from its obligations concerning provision and delivery of the software and, if installation of the software by Supplier has also been agreed, from its obligations concerning installation.

36.12   Acceptance of the software does not affect Client's rights under Article 36.9 regarding minor errors and under Article 40.

Art. 37. Provision

37.1   Supplier shall make the software available to Client within a reasonable time after entering into the agreement.

37.2   Immediately after the Agreement has ended, Client shall return all copies of the software in its possession to Supplier. If it has been agreed that Client shall destroy the copies concerned at the end of the Agreement, Client shall notify Supplier immediately in writing of such destruction. At or after the end of the Agreement, Supplier shall not be obliged to provide assistance in view of a data conversion desired by Client.

Art. 38. User fee

38.1   The fee payable for the right of use by Client is due at the agreed times, or in the absence of an agreed time:

A.   If the Parties have not agreed that Supplier shall arrange for installation of the software:
- upon delivery of the software;
- or in the case of periodically payable user fees upon delivery of the software and thereafter at the start of each new user fee period;

B.   if the Parties have agreed that Supplier shall arrange for installation of the software:
- upon completion of that installation;
- or in the case of periodic user fee payments due at the completion of such installation and thereafter at the commencement of each new user fee period.

Art. 39. Changes to the software

39.1   Subject to mandatory statutory exceptions, Client shall not be entitled to modify the software in whole or in part without Supplier's prior written consent. Supplier shall be entitled to refuse its consent or to attach conditions thereto. Client shall bear the full risk of all modifications made by or on behalf of Client by third parties - whether or not with Supplier's consent.

Art. 40. Warranty

40.1   Supplier shall exert its best efforts to correct errors within the meaning of Article 36.3 within a reasonable time if reported to Supplier in writing within a period of three months after delivery or, if an acceptance test has been agreed, within three months after acceptance, described in detail. Supplier does not warrant that the software shall be suitable for the actual and/or intended use. Supplier also does not warrant that the software will operate without interruption and/or that all errors will always be corrected. Repairs shall be performed free of charge, unless the software has been developed by order of Client other than for a fixed price, in which case Supplier shall charge the costs of repair according to its usual rates.

40.2   Supplier may charge the costs of repair according to its usual rates if there are operating errors or improper use by Client or other causes not attributable to Supplier. The obligation to repair lapses if Client makes or causes changes to be made to the software without Supplier's written consent.

40.3   Errors shall be corrected at a location and in a manner to be determined by Supplier. Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

40.4   Supplier shall never be obliged to restore mutilated or lost data.

40.5   Supplier shall have no obligation of any kind or content with respect to defects reported after the expiration of the warranty period referred to in Article 40.1.

Chapter 5. Software development

Art. 41. Applicability, specifications and development of software and/or websites

41.1   The provisions of this Chapter shall, in addition to the General Provisions of these General Terms and Conditions, apply if Supplier designs and/or develops software as described in Chapter 4 and/or websites for Client and, if applicable, installs the software and/or websites.

41.2   Development shall always take place on the basis of an assignment agreement. If specifications or a design for the software and/or website to be developed have not already been provided to Supplier prior to or upon entering into the Agreement, the Parties shall, by mutual agreement, specify in writing which software and/or website will be developed and in what manner the development will occur.

41.3   Supplier shall develop the software and/or website with care, all with due observance of the expressly agreed specifications or design and - where appropriate - in compliance with the project organization, methods, techniques and/or procedures agreed in writing with Client. Before commencing development work, Supplier may require Client to agree in writing to the specifications or design.

41.4   In the absence of specific agreements in this regard, Supplier shall commence the design and/or development work within a reasonable period to be determined by Supplier after entering into the agreement.

41.5   If requested, Client shall provide Supplier with the opportunity to perform the work outside the usual business days and working hours at Client's office or location.

41.6   Supplier's performance obligations for website development do not include the provision of a so-called "content management system.

41.7   If the parties agree that Supplier will provide training, maintenance and/or support in addition to development and/or a domain name is also requested by Supplier, Supplier may require Client to enter into a separate written agreement for that purpose. These activities shall be charged separately at Supplier's usual rates.

41.8   If Supplier performs services for Client regarding a domain name, such as the application, renewal, disposition or transfer to a third party, Client must take into account the rules and practices of the relevant authority or authorities. If requested, Supplier shall provide a written copy of those rules to Client. Supplier expressly assumes no responsibility for the accuracy or timeliness of service or the achievement of the results intended by Client. Client shall owe all costs associated with the application and/or registration according to the agreed rates, or in the absence of agreed rates, the rates customary with Supplier. Supplier does not guarantee that a domain name requested by Client will be assigned to Client.

Art. 42. Agile development of software/websites.

42.1   If the parties use an iterative development method (e.g., scrum), the parties accept: (i) that the work will not be performed at the outset on the basis of complete or fully developed specifications; and (ii) that specifications, which may or may not have been agreed upon at the outset of the work, may be modified during the performance of the agreement by mutual agreement with due regard to the project approach belonging to the respective development method.

42.2   The parties will assemble one or more teams, consisting of delegates from both Client and Supplier, prior to the start of the execution of the agreement. The team shall ensure that the lines

of communication remain short and direct and that regular consultation takes place. The parties shall provide for the deployment of capacity (FTEs) agreed upon by each of them of team members in the roles and with the knowledge and experience and decision-making authority required for the execution of the agreement. The parties accept that for the success of the project the agreed capacity is required as a minimum. The parties shall endeavor to keep once deployed key personnel available as much as reasonably possible until the end of the project, unless circumstances beyond the control of the party concerned arise. During the execution of the agreement, the parties will jointly make decisions in good consultation regarding the specifications that will apply to the next phase of the project (e.g., a "time-box") and/or to the next sub-development. Client accepts the risk that the software and/or website may not necessarily meet all specifications. Client ensures a permanent, active and by Client's organization supported input and cooperation of relevant end users, among other things with regard to testing and with regard to (further) decision making. Client shall ensure promptness of the progress decisions to be taken by it during the execution of the agreement. In the absence of timely and clear progress decisions on the part of Client in accordance with the project approach belonging to the development method in question, Supplier shall be entitled - but not obliged - to take such decisions as it deems appropriate.

42.3   If parties agree on one or more test moments, testing will only be based on objective, measurable and pre-agreed criteria (such as conformance to development standards). Errors or other imperfections will only be fixed if the responsible team decides to do so and will be performed within a subsequent iteration. If an additional iteration proves necessary for this purpose, the costs for this shall be borne by Client. After the final development phase, Supplier is not obliged to perform remedial activities with respect to errors or other imperfections, unless expressly agreed otherwise in writing.

Art. 43. Delivery, installation and acceptance

43.1   The provisions of Article 35 regarding delivery and installation shall apply mutatis mutandis.

43.2   Unless under the Agreement Supplier shall "host" the software and/or website on its own computer system for the benefit of Client, Supplier shall deliver the software and/or website to Client on an information carrier and in a form to be determined by Supplier or make it available to Client online for delivery.

43.3   The provisions of Article 36 of these General Terms and Conditions regarding acceptance shall apply mutatis mutandis.

43.4   If the parties use a development method as referred to in Article 43, then the provisions of Article 36.1, 36.2 Article 36.4 to 36.9, 36.12 and articles 40.1 and 40.5 do not apply. Client accepts the software and/or website in the state it is in at the time of the end of the final development phase ("as is, where is").

Art. 44. Right of use

44.1   Supplier shall make available to Client the software and/or website developed on Client's behalf and any user documentation developed with it for use.

44.2   Only if agreed in writing will the source code of the software and the technical documentation created in developing the software be made available to Client, in which case Client will be entitled to make changes to the software.

44.3   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 and/or website.

44.4   The provisions of Article 34 regarding right of use and restrictions on use shall apply mutatis mutandis.

44.5   Only if the contents of the written agreement expressly show that all design and development costs of software developed by Supplier specifically for Client are borne fully and exclusively by Client, no restrictions in Client's right to use the software and/or website made available and paid for by Client shall apply - in deviation from the provisions of clause 44.4.

Art. 45. Reimbursement

45.1   In the absence of an agreed payment schedule, all amounts related to the design and development of software and/or websites shall be due in arrears each calendar month.

45.2   Included in the price for the development work is also the fee for the right to use the software and/or website for the duration of the agreement.

45.3   The fee for the development of the software and/or website does not include a fee for the auxiliary software and program and data libraries required by Client, any installation services and any modification and/or maintenance of the software and/or website. Nor does the fee include the provision of support to users thereof.

Art. 46 . Warranty

46.1.   The provisions of Article 33 regarding warranty shall apply mutatis mutandis.

46.2.   Supplier does not warrant that the software and/or website developed by it will work properly in connection with all types or new versions of web browsers and any other software and/or websites. Nor does Supplier warrant that the software and/or website will work properly in conjunction with all types of equipment.

Chapter 6. Maintenance and support

Art. 47. Applicability & maintenance services

47.1.   In addition to the General Provisions of these General Terms and Conditions, the provisions set forth in this Chapter shall apply if Supplier provides services relating to software maintenance and support for the use of that software. If agreed, Supplier shall provide maintenance with regard to the software determined in the Agreement. The maintenance obligation shall include fixing errors in the software within the meaning of Article 36.3 and - only if agreed in writing - providing new versions of the software in accordance with Article 48.

47.2.   Client shall report any errors found in the software in detail. After receiving the report, Supplier shall, in accordance with its usual procedures, do its utmost to fix errors and/or make improvements in later new versions of the software. Depending on the urgency and Supplier's version and release policy, the results shall be made available to Client in a manner and at a time to be determined by Supplier. Supplier shall be entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software. Client itself shall install, set up, parameterize and tune the corrected software or the new version of the software made available and, if necessary, adjust the equipment and user environment used. Supplier shall never be obliged to fix imperfections other than as referred to in this Article. If Supplier is prepared to fix such other imperfections, Supplier shall be entitled to charge a separate fee for doing so.

47.3.   The provisions of Articles 40.3 and 40.4 shall apply mutatis mutandis.

47.4.   If Supplier performs the maintenance online, Client shall provide a proper and adequately secured infrastructure and network facilities in a timely manner.

47.5.   Client shall provide all cooperation required by Supplier for the maintenance, including the temporary cessation of using the software and backing up all data.

47.6.   If the maintenance relates to software not delivered to Client by Supplier itself, Client shall, if Supplier considers it necessary or desirable for the maintenance, make available the source code and the technical (development) documentation of the software (including data models, designs, change logs and the like). Client warrants that it is entitled to such provision. Client grants Supplier the right to use and modify the software, including the source code and technical (development) documentation, as part of performing the agreed maintenance.

Art. 48. New versions of software

48.1.   Maintenance shall only include providing new versions of the software if and insofar as this has been agreed in writing. If maintenance includes providing new versions of the software, such provision shall occur at Supplier's discretion.

48.2.   Three months after an improved version is made available, Supplier is no longer obliged to fix errors in the previous version and to provide support and/or maintenance with respect to a previous version.

48.3.   Supplier may require Client to enter into a further written agreement with Supplier for the provision of a version with new functionality and to pay a further fee for the provision. Supplier may adopt functionality from a previous version of the software unchanged, but does not warrant that

each new version shall contain the same functionality as the previous version. Supplier shall not be obliged to maintain, modify or add certain features or functionalities of the software specifically for Client.

48.4.   Supplier may require Client to modify its system (equipment, web browser, software, etc.) if necessary for the proper functioning of a new version of the software.

Art. 49. Support services

49.1.   If the services provided by Supplier under the Agreement also include support for users and/or administrators of the software, Supplier shall provide advice online, by telephone or by e-mail concerning the use and operation of the software referred to in the Agreement. Client shall describe reports within the scope of support as completely and in as much detail as possible, so that Supplier can be given the opportunity to respond adequately. Supplier may impose conditions on the manner of reporting, qualifications and the number of persons eligible for support. Supplier shall process properly substantiated requests for support within a reasonable time in accordance with its usual procedures. Supplier does not warrant the accuracy, completeness or timeliness of responses or support provided. Support will be provided on business days during Supplier's usual business hours.

49.2.   If Supplier's services under the Agreement also include providing so-called "standby services," Supplier shall keep one or more staff members available during the days and at the times specified in the Agreement. In that case, Client shall be entitled, in case of urgency, to call in the support of the personnel kept available if there are serious malfunctions, errors and other serious imperfections in the functioning of the software. Supplier does not guarantee that these will be remedied in a timely manner.

49.3.   The maintenance and other agreed services referred to in this section shall be performed as of the day the agreement is entered into, unless the parties have agreed otherwise in writing.

Art. 50. Reimbursement

50.1.   In the absence of an expressly agreed payment schedule, all amounts relating to maintenance of software and the other services stipulated in the agreement as referred to in this chapter in advance each time per calendar month.

50.2.   Amounts relating to the maintenance of the software and the other services set out in the agreement as referred to in this chapter shall be due from the start of the agreement. The fee for maintenance and other services shall be due regardless of whether Client has (taken) the software in use or makes use of the possibility for maintenance or support.

Chapter 7. Advising and consulting

Art. 51 Applicability, performance of advice and consulting services.

51.1   The provisions contained in this chapter, in addition to the General Provisions of these General Terms and Conditions, shall apply if Supplier provides services in the area of advising and consulting, which are not performed under the direction and supervision of Client.

51.2   Supplier shall perform the advisory and consulting services entirely independently, at its own discretion and not under the supervision and direction of Client.

51.3   Supplier is not bound to a turnaround time of the assignment because the turnaround 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 Client and the cooperation of Client and relevant third parties.

51.4   Supplier's services shall be performed exclusively on Supplier's usual business days and hours.

51.5   The use made by Client of an advice and/or consultancy report issued by Supplier shall always be at Client's risk. The burden of proof that (the manner of) advice and consultancy services do not comply with what has been agreed in writing or with what may be expected of a reasonably acting and competent Supplier shall rest entirely with Client, without prejudice to the right of Supplier to provide evidence to the contrary by all means.

51.6   Without the prior written consent of Supplier, Client shall not be entitled to make any communication to a third party about Supplier's method, methods and techniques and/or the content

of Supplier's advice or reports. Client shall not provide or otherwise disclose Supplier's advice or reports to any third party.

Art. 52. Report

52.1   Supplier shall periodically inform Client about the performance of the work in the manner agreed in writing. Client shall inform Supplier in writing in advance of circumstances which are or may be of importance to Supplier, such as the manner of reporting, the issues for which Client requires attention, prioritization of Client, availability of resources and personnel of Client and special or possibly unknown facts or circumstances for Supplier. Client shall ensure the further dissemination and perusal of the information provided by Supplier within Client's organization and assess such information partly on that basis and inform Supplier accordingly.

Art. 53. Reimbursement

53.1   In the absence of an expressly agreed payment schedule, all fees relating to services provided by Supplier as referred to in this chapter shall be due in arrears each calendar month.

Chapter 8. Posting services

Art. 54. Application and posting services

54.1   The provisions contained in this chapter, in addition to the General Provisions of these General Terms and Conditions, shall apply if Supplier provides one or more employees to Client in order to work under Client's supervision and direction.

54.2   Supplier shall provide Client with the employee named in the agreement to perform work under Client's direction and supervision. The results of the work shall be at Client's risk. Unless otherwise agreed in writing, the employee shall work forty hours per week during the working days customary for Supplier are made available to Client.

54.3   Client may only use the provided employee for work other than that agreed upon if Supplier has given its prior written consent.

54.4   Client shall only be permitted to lend the provided employee to a third party to work under the management and supervision of that third party if this has been expressly agreed in writing.

54.5   Supplier shall make every effort to ensure that the employee made available remains available for work during the term of the agreement during the agreed days, except in the event of illness or the employee's leaving employment. Even if the agreement has been entered into with a view to performance by a specific person, Supplier shall always be entitled, after consultation with Client, to replace this person by one or more persons with the same qualifications.

54.6   Client shall be entitled to request replacement of the employee made available (i) if the employee made available demonstrably does not meet expressly agreed quality requirements and Client notifies Supplier of this within three working days after the commencement of the work, giving reasons, or (ii) in the event of long-term illness or retirement of the employee made available. Supplier shall promptly give priority consideration to the request. Supplier does not guarantee that replacement will always be possible. If replacement is not possible or not possible without delay, Client's claims to further performance of the agreement as well as all claims of Client due to non-performance of the agreement shall lapse. Client's payment obligations regarding the work performed shall remain unaffected.

Art. 55. Duration of the posting agreement.

55.1   Notwithstanding the provisions of Article 4 of these General Terms and Conditions, if the parties have not agreed on the duration of secondment, the contract shall be for an indefinite term, in which case each of the parties shall have a notice period of one calendar month after any initial term. Notice of termination must be given in writing.

Art. 56. Working hours, working time and working conditions.

56.1   The working, vacation and rest times, working hours and other relevant working conditions of the employee made available are the same as those customarily used by Client. Client guarantees that the working, vacation and rest times, working hours and other relevant working conditions comply with the relevant laws and regulations.

56.2   Client shall inform Supplier of any intended (temporary) closure of its business or organization.

Art. 57. Overtime compensation and travel time.

57.1   If, by order of or at the request of Client, the assigned employee works longer per day than the agreed or usual number of working hours or works outside Supplier's usual working days, Client shall owe the agreed overtime rate or, in the absence of an agreed overtime rate, Supplier's usual overtime rate for these hours. Upon request, Supplier shall inform Client of the applicable overtime rates.

57.2   Costs and travel time shall be charged to Client in accordance with Supplier's usual rules and standards. Upon request, Supplier shall inform Client of the rules and standards customary for this purpose.

Art. 58. Subcontractor liability and other liability.

58.1   Supplier shall ensure the timely and complete payment of the income tax, national insurance contributions, employee insurance contributions, income-independent contribution pursuant to the Health Insurance Act and turnover tax to be paid for the employee made available in connection with the agreement. Supplier indemnifies Client against all claims from the Tax Authorities or the authorities for the implementation of social insurance legislation that are due because of the agreement with Client, under the condition that Client immediately informs Supplier in writing of the existence and content of the claim and leaves the handling of the case, including the making of any settlements, entirely to Supplier. To this end, Client shall provide the necessary powers of attorney, information and cooperation to Supplier to defend against such claims, if necessary in Client's name.

58.2   Supplier accepts no liability for the quality of the results of work performed under Client's supervision and direction.

Ciphix B.V.

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