SECUREME2

General Terms and Conditions SecureMe2 BV
version 2022 - 5

At SecureMe2 we think it is important to build a good relationship with our customers and we like to do business in a transparent way. That is why we have tried to draw up clear, legible general terms and conditions. This way you know what to expect from us and you have an idea of what we expect from you. These terms and conditions are based on the General Terms and Conditions proposed for the sector by Nederland ICT. If you have any questions about our terms and conditions, we'll be happy to answer them.

The General Terms and Conditions 2020 of SecureMe2 have been filed with the Chamber of Commerce under Chamber of Commerce number 68838557 SecureMe2 BV

Article 1 General provisions and applicability

1.1 These general terms and conditions apply to all offers, quotations, legal relationships and agreements with SecureMe2 whereby goods and/or services are delivered. The specific agreements that we make with you in a written and signed agreement prevail over these general terms and conditions.

1.2 If a problem arises that is not expressly described in these terms and conditions, we will work with you to find a solution that is acceptable to both parties. We will do the same if any of the provisions in these terms and conditions are found to be invalid. In such a case, the other provisions remain in full force and effect.

1.3 SecureMe2 expressly rejects the applicability of other (purchase) condition(s). Deviations from and additions to these terms and conditions are only valid if agreed in writing between the parties.

Article 2 Offers

2.1 All offers and other expressions of the supplier are without obligation, unless the supplier indicates otherwise in writing. The customer guarantees the correctness and completeness of the information provided to the supplier by or on behalf of him on which the supplier has based its offer.

Article 3 Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other levies that have been or will be imposed by the government. All prices made known by the supplier are always in euros and the customer must make all payments in euros.

3.2 The customer cannot derive any rights or expectations from a cost estimate or budget issued by the supplier, unless the parties have agreed otherwise in writing. An available budget made known to the supplier by the customer only applies as a (fixed) price agreed between the parties for the performance to be performed by

the supplier if this has been expressly agreed in writing.

3.3 If, according to the agreement concluded between the parties, the customer consists of several natural persons and/or legal persons, each of those (legal) persons is jointly and severally liable towards the supplier to fulfill the agreement. The decisive factor is whether they are a party to the agreement.

3.4 With regard to the performances performed by the supplier and the amounts owed by the customer for this, the data from the supplier's records provide full evidence, without prejudice to the customer's right to provide proof to the contrary.

3.5 If the Client has a periodic payment obligation, the Client expressly agrees to any price changes when signing the agreement if these are (maximally) in line with the CBS Price Consumption Index for Business Services. In the event of price increases above this index figure, the client is entitled to terminate the agreement within thirty days of the notification as from the date on which the adjustment would take effect.

3.6 Amounts owed are paid by the customer in accordance with the payment conditions agreed or stated on the invoice. Customer is not entitled to suspend the General Terms and Conditions of SecureMe2. The General Terms and Conditions of SecureMe2 have been filed with the Chamber of Commerce under Chamber of Commerce number 68838557 (SecureMe2 BV). At SecureMe2 we believe it is important to build a good relationship with our customers and we would like to do business in a transparent manner. That is why we have tried to draw up clear, legible general terms and conditions. This way you know what to expect from us and you have an idea of what we expect from you. Our terms and conditions are based on the General Terms and Conditions proposed for the industry by Nederland ICT. If you have any questions about our terms and conditions, we'll be happy to answer them.

3.7 If the customer does not pay the amounts owed or does not pay them on time, the customer

will owe statutory interest for trade agreements on the outstanding amount, without a reminder or further notice of default being required. If the customer continues to fail to pay the claim after a reminder or notice of default, the supplier can hand over the claim, in which case, in addition to the total amount owed, the customer is also obliged to pay all judicial and extrajudicial costs, including all costs calculated by external parties. experts. This is without prejudice to the other legal and contractual rights of the supplier.

Software as a Service

3.8 Performance of the SaaS service to be provided by the supplier starts within a reasonable period of time after entering into the agreement. The Customer shall ensure that it has the facilities required for the use of the SaaS service immediately after entering into the agreement.

3.9 The customer 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 each calendar month in advance. Software

3.10 The fee to be paid by the customer for the right to use is due at the agreed times, or in the absence of an agreed time: - on delivery, but no later than three months after receipt of the order. - or in the event of periodically owed right of use fees upon delivery of the software and subsequently at the start of each new right of use term.

Software Development.

3.11 In the absence of an agreed payment schedule, all amounts relating to the design and development of software are due each calendar month in arrears.

3.12 The price for the development work also includes the fee for the right to use the software during the term of the agreement.

3.13 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

customer, any installation services and any adjustment and/or maintenance of the software. Nor does the fee include the provision of support to its users. Software Maintenance and Support

3.14 In the absence of an expressly agreed payment schedule, all amounts relating to maintenance of software and the other services laid down in the agreement as referred to in this chapter are always due per calendar month in advance.

3.15 Amounts relating to the maintenance of the software and the other services laid down in the agreement as referred to in this chapter are due from the date of delivery. The fee for maintenance and other services is due regardless of whether the customer has started using the software or makes use of the option for maintenance or support.

Advice and Consultancy

3.16 In the absence of an expressly agreed payment schedule, all fees relating to services rendered by the supplier as referred to in this chapter are payable each calendar month in arrears.

Education and training

3.17 The supplier may require that the customer pays the fees owed in this respect before the start of the training. The supplier may exclude participants from participation if the customer has failed to ensure timely payment, without prejudice to all other rights of the supplier.

3.18 Unless the supplier has expressly indicated that the training is exempt from VAT within the meaning of Article 11 of the Turnover Tax Act 1968, the customer is also liable for VAT on the compensation. After entering into the agreement, the Supplier is entitled to adjust its prices in the event of any change in the VAT regime for training courses established by or pursuant to the law.

Article 4 Duration and termination of the agreement

4.1 If and insofar as the agreement concluded between the parties is a continuing performance agreement, the agreement is entered into for the

duration agreed between the parties, failing which the duration of one year shall apply.

4.2 The duration of the agreement is tacitly extended for the duration of the originally agreed period, unless the customer or supplier terminates the agreement in writing with due observance of a notice period of one month before the end of the relevant period.

4.3 If and as soon as the agreement ends due to cancellation, a possibility provided for in article 12, or any other cause, any right of use to what the Supplier delivered to the Customer will immediately lapse. The Customer must then immediately cease and discontinue use of the software and/or services. If the parties have expressly agreed on a perpetual license, this provision does not apply with regard to the license.

Article 5 Confidentiality and takeover of personnel

5.1 The customer and supplier shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature remains secret. This prohibition does not apply to the supplier if and insofar as the provision of the relevant data to a third party is necessary pursuant to a court decision or a statutory regulation 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 is in any case considered confidential if it has been designated as such by one of the parties.

5.2 The customer acknowledges that the software originating from the supplier is always of a confidential nature and that it contains trade secrets of the supplier, its suppliers or the producer of the software.

5.3 During the term of the agreement, as well as one year after the end thereof, each of the parties will only hire or employ employees of the other party who are or have been involved in the execution of the agreement with the prior written

consent of the other party. otherwise, directly or indirectly, work for them. Conditions may be attached to this permission, including the condition that the customer pays a reasonable fee to the supplier. Consent will not be unreasonably withheld.

Article 6 Privacy and data processing

6.1 If this is necessary for the execution of the agreement, the customer will, upon request, inform the supplier in writing about the way in which the customer implements its obligations under the legislation in the field of personal data protection.

6.2 If in the context of the service provision it is required to conclude a processing agreement, the supplier has a standard processing agreement for this in which clear agreements are made with regard to its role as Processor and the role of you as a customer as Controller within the meaning of the General Data Protection Regulation (GDPR).

6.3 The customer indemnifies the supplier against claims from persons whose personal data have been registered or are processed in the context of a personal registration that is kept by the customer or for which the customer is otherwise responsible under the law, unless the customer proves that the facts leading to the claim are attributable to the supplier.

6.4 The responsibility for the data that is processed by the customer using a service of the supplier lies entirely with the customer. The customer guarantees to the supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies the supplier against any legal claim from a third party, for whatever reason, in connection with this data or the execution of the agreement.

Article 7 Security

7.1 The Supplier does not guarantee that the information security is effective under all circumstances. If an expressly described method of security is missing in the agreement, the security will meet a level that is not unreasonable

in view of the state of the art, the sensitivity of the data and the costs associated with taking the security.

7.2 The access or identification codes and certificates provided to the customer by or on behalf of the supplier are confidential and will be treated as such by the customer and only made known to authorized personnel from the customer's own organization. The Supplier is entitled to change assigned access or identification codes and certificates.

7.3 The Client will adequately protect its systems and infrastructure.

7.4 At the request of the Client, the Supplier may provide documentation about the security measures taken for all components of the Products and Services supplied.

Article 8 Intellectual Property

8.1 If the supplier is willing to commit itself to transfer an intellectual property right, such an obligation can only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right with regard to software, websites, data files or other materials developed specifically for the customer will be transferred to the customer, this does not affect the right or the possibility of the supplier to make the changes to that development. use and/or exploit any underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like for any other purpose, whether for itself or for third parties, without limitation.

8.2 All intellectual property rights to the software, websites, data files, equipment, training, test and exam materials or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest solely with the supplier, its licensors or its suppliers. The customer acquires the rights of use that are expressly granted by these general terms and conditions, the written agreement concluded between the parties and by law. A customer's right of use is non-exclusive, non-

transferable, non-pledgeable and non-sublicensable.

8.3 The Customer will not remove or have changed any indication(s) regarding the confidential nature or regarding copyrights, brands, trade names or any other intellectual property right from the software, websites, data files, equipment or materials.

8.4 Even if the agreement does not expressly provide for this, the supplier is always permitted to install technical provisions to protect equipment, data files, websites, software made available, software to which the customer is provided (direct or indirect) access, and the like in in connection with an agreed limitation in the content or the duration of the right to use these objects. The Customer will not remove or have circumvented such technical facility(s).

8.5 The supplier indemnifies the customer against any claim by a third party based on the claim that software, websites, data files, equipment or other materials developed by the supplier itself infringe an intellectual property right of that third party, on the condition that the customer informs in writing about the existence and content of the claim and leaves the handling of the case, including making any settlements, entirely to the supplier. To this end, the customer will provide the necessary powers of attorney, information and cooperation to the supplier in order to defend itself against these claims. This obligation to indemnify lapses if the alleged infringement is related (a) to materials made available to the supplier by the customer for use, processing, processing or maintenance, or (b) with changes that the customer has made or has made to the software, website, data files, equipment or other materials without written permission from the supplier. If it has been 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 will, if possible, ensure that the customer can continue

to use the delivered or functionally equivalent other software, websites, data files, equipment or materials.

8.6 The customer guarantees that no rights of third parties preclude making available to the supplier of equipment, software, material intended for websites, data files and/or other materials and/or designs, for the purpose of use, maintenance, processing, installation or integration. The customer indemnifies the supplier against any claim by a third party based on the claim that such making available, use, maintenance, processing, installation or integration infringes any right of that third party.

8.7 The supplier is never obliged to perform data conversion, unless this has been expressly agreed in writing with the customer.

Article 9 Cooperation obligations

9.1 The parties acknowledge that the success of activities in the field of information and communication technology depends on correct and timely mutual cooperation.

9.2 If the customer deploys personnel and/or auxiliary persons in the execution of the agreement, these personnel and auxiliary persons will have the necessary knowledge and experience. In the event that employees of the supplier perform work at the customer's location, the customer shall provide the necessary facilities in a timely manner and free of charge, such as a workspace with computer and network facilities. The Supplier is not liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities.

9.3 The workspace and facilities will meet all legal requirements. The customer indemnifies the supplier against claims from third parties, including employees of the supplier, who suffer damage in connection with the execution of the agreement as a result of acts or omissions of the customer or of unsafe situations in its organization. The customer will make known the house and security rules applicable within his organization to the employees deployed by the supplier before the work starts.

9.4 If the customer makes software, equipment or other resources available to the supplier in connection with the services and products of the supplier, the customer guarantees to obtain all necessary licenses or approvals with regard to these resources that the supplier may need.

9.5 The Customer is responsible for management, including checking the settings, the use of the products and/or services provided by the Supplier and the way in which the results of the products and services are used. Customer is also responsible for the instruction and use by users. 9.6 The Client will install, set up, parameterize and tune the (auxiliary) software required on its own equipment and, if necessary, adjust the equipment used, other (auxiliary) software and user environment and achieve the interoperability desired by the client.

Article 10 Information obligations

10.1 In order to enable proper execution of the agreement by the supplier, the customer will always provide the supplier in a timely manner with all data or information reasonably required by the supplier.

10.2 The customer guarantees the correctness and completeness of the data, information, designs and specifications provided by him to the supplier. If the data, information, designs or specifications provided by the customer contain apparent inaccuracies for the supplier, the supplier will inquire about this with the customer.

10.3 In connection with continuity, the parties will designate a contact person or contact persons who will act as such for the duration of the supplier's activities. Contact persons will have the necessary experience, specific knowledge of the subject and insight into the objectives desired by the customer.

10.4 The supplier is only obliged to periodically provide the customer with information regarding the execution of the work by means of the contact person designated by the customer.

Article 11 Time limits

11.1 The Supplier will make reasonable efforts to observe as much as possible the (delivery) terms and/or (delivery) dates specified by it or agreed between the parties. Interim (delivery) dates specified by the supplier or agreed between the parties always apply as target dates, do not bind the supplier and are always indicative in nature.

11.2 If there is a risk that any term will be exceeded, the supplier and the customer will consult to discuss the consequences of the exceeding for further planning.

11.3 In all cases - therefore also if the parties have agreed on a final (delivery) term or (delivery) date - the supplier will only be in default due to a time being exceeded after the customer has given him written notice of default, whereby the customer sets a reasonable period for the supplier to clear the shortcoming (in the agreement) and this reasonable term has expired. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the supplier is given the opportunity to respond adequately.

11.4 If it has been agreed that the performance of the agreed activities will take place in phases, the supplier is entitled to postpone the commencement of the activities belonging to a phase until the customer has approved the results of the preceding phase in writing.

11.5 The supplier is not bound by a final or non-final (delivery) date or (delivery) term if the parties change the content or scope of the agreement (additional work, change in specifications, etc.) or a change in the approach to implementation. of the agreement have been agreed, or if the customer does not fulfill his obligations arising from the agreement, not on time or not fully. Execution of customization will not take place unless the parties have agreed to this.

Article 12 Dissolution and termination of the agreement

12.1 Each of the parties is only entitled to dissolve the agreement due to an attributable shortcoming in the fulfillment of the agreement if the other party, always in all cases after a written notice of default that is as detailed as possible, setting a reasonable term for the shortcoming, imputably fails to fulfill essential obligations under the agreement. Payment obligations of the customer and all obligations to cooperate and/or provide information by the customer or a third party to be engaged by the customer apply in all cases as essential obligations under the agreement.

12.2 If at the time of the dissolution the customer has already received performances for the execution of the agreement, these performances and the related payment obligations will not be subject to cancellation, unless the customer proves that the supplier is in default with regard to the substantial part of those performances. . Amounts that the supplier has invoiced before the dissolution in connection with what he has already properly performed or delivered for the execution of the agreement, will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.

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

12.4 The Client is not entitled to prematurely terminate an agreement for services that has been entered into for a definite period of time.

12.5 Each of the parties may terminate the agreement in writing with immediate effect, in whole or in part, without notice of default, if the other party is granted a moratorium - whether or not provisionally - if bankruptcy is filed with

regard to the other party, if the company of the other party is liquidated or terminated other than for the purpose of reconstruction or merger of companies. The supplier can also terminate the agreement in whole or in part without notice of default with immediate effect if the decisive control over the customer's company changes directly or indirectly. Due to the termination as referred to in this paragraph, the Supplier is never obliged to refund any monies already received or to pay compensation.

Article 13 Supplier's liability

13.1 The total liability of the supplier due to an attributable shortcoming in the fulfillment of the agreement or on any legal basis whatsoever, expressly including any shortcoming in the fulfillment of a warranty obligation agreed with the customer, is limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that agreement (excl. VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for that agreement is set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances will the total liability of the supplier for direct damage, on whatever legal basis, exceed € 500,000 (five hundred thousand euros).

13.2 The total liability of the supplier for damage resulting from death, physical injury or due to material damage to goods shall never exceed € 1,250,000 (one million two hundred and fifty thousand euros).

13.3 The supplier's liability for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of the customer, damage related to the use of goods, materials or materials prescribed by the customer to the supplier. third-party software and damage related to the engagement of suppliers prescribed by the customer to the supplier is excluded. The supplier's liability in connection with mutilation, destruction or loss of data or documents is also excluded.

13.4 The exclusions and limitations of the supplier's liability described in Articles 13.1 to 13.3 do not affect the other exclusions and limitations of the supplier's liability as described in these general terms and conditions.

13.5 The exclusions and limitations referred to in Articles 13.1 to 13.4 will lapse if and insofar as the damage is the result of intent or willful recklessness on the part of the supplier's management.

13.6 Unless fulfillment by the supplier is permanently impossible, the supplier's liability due to an attributable shortcoming in the performance of an agreement only arises if the customer gives the supplier immediate written notice of default, whereby a reasonable period is set for the rectification of the shortcoming, and the supplier also after that term continues to fail imputably in the fulfillment of its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the supplier is given the opportunity to respond adequately.

13.7 The condition for the existence of any right to compensation is always that the customer reports the damage in writing to the supplier as soon as possible after it has arisen. Any claim for compensation against the supplier lapses by the mere lapse of twenty-four months after the claim arose, unless the customer has instituted a legal claim for compensation for the damage before the expiry of that period.

13.8 The customer indemnifies the supplier against all third-party claims due to product liability as a result of a defect in a product or system that was delivered by the customer to a third party and that partly consisted of equipment, software or other materials supplied by the supplier, unless and insofar as the customer proves that the damage was caused by that equipment, software or other materials.

13.9 The provisions of this article as well as all other limitations and exclusions of liability referred to in these general terms and conditions also apply to the benefit of all (legal) persons that the supplier uses in the execution of the agreement.

Article 14 Force majeure

14.1 Neither party is obliged to fulfill any obligation, including any legal and/or agreed guarantee obligation, if it is prevented from doing so as a result of force majeure. Force majeure on the part of the supplier includes: (a) force majeure of suppliers of supplier, (b) failure to properly comply with obligations of suppliers prescribed by customer to supplier, (c) faulty goods, equipment, software or materials from third parties, the use of which has been prescribed by the customer to the supplier, (d) government measures, (f) electricity failure, (g) failure of the internet, data network or telecommunications facilities, (h) war and (i) general transport problems.

14.2 If a force majeure situation lasts longer than sixty days, each of the parties has the right to dissolve the agreement in writing. In that case, what has already been performed on the basis of the agreement will be settled proportionately, without the parties otherwise owing each other anything.

Article 15 Changes and additional work

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

15.2 Insofar as a fixed price has been agreed for the services, the supplier will, upon request, inform the customer in writing about the financial consequences of the extra work or performance as referred to in this article.

Article 16 Warranty Service

16.1 The Supplier does not guarantee that the software to be made available in the context of the SaaS service is error-free and functions without interruptions. The supplier will make every effort to repair errors as referred to in article 17.4 in the software within a reasonable period of time if and insofar as the software has been developed by the supplier itself and the defects concerned have been reported in writing to the supplier in detail by the customer. Where appropriate, the Supplier may 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 have not been developed by the Supplier itself will be remedied. The Supplier is entitled to implement temporary solutions or program bypasses or problem-avoiding restrictions in the software. If the software has been developed on behalf of the customer, the supplier can charge the costs of repair to the customer in accordance with its usual rates.

16.2 On the basis of the information provided by the supplier regarding measures to prevent and limit the consequences of disruptions, defects in the SaaS service, mutilation or loss of data or other incidents, the customer will inventory the risks for its organization and take additional measures if necessary. . The supplier declares that it is prepared to reasonably cooperate at the request of the customer with further measures to be taken by the customer, against (financial) conditions to be set by the supplier. The supplier is never obliged to repair mutilated or lost data, but the supplier will cooperate in this in all reasonableness and insofar as possible.

16.3 The Supplier does not guarantee that the software to be made available in the context of the SaaS service is adapted in a timely manner to changes in relevant legislation and regulations. The Supplier has a reasonable term for this.

Software

16.4 The Supplier shall make every effort to rectify errors within a reasonable period of time if these have been reported in detail to the Supplier in writing within a period of twenty-four months after delivery or, if an acceptance test has been agreed, within twenty-four months after acceptance. The Supplier does not guarantee that the software is suitable for the actual and/or intended use. Nor does the Supplier guarantee that the software will work without interruption and/or that all errors will always be corrected. The repair is performed free of charge, unless the software has been developed on behalf of the customer other than for a fixed price, in which case the supplier will charge the costs of repair according to its usual rates.

16.5 The supplier can charge the costs of repair according to its usual rates in the event of user errors or injudicious use by the customer or other causes not attributable to the supplier. The obligation to repair lapses if the customer makes changes or has changes made to the software without written permission from the supplier.

16.6 Correction of errors takes place in a location and manner to be determined by the supplier. The Supplier is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software.

16.7 The supplier is never obliged to repair mutilated or lost data, but the supplier will cooperate in this in all reasonableness and insofar as possible.

16.8 The Supplier has no obligation of any kind or content whatsoever with regard to errors reported after the warranty period referred to in 16.4.

Development software

16.9 The provisions of paragraphs 4 to 8 with regard to warranty apply mutatis mutandis.

Article 17 Delivery, installation and acceptance. Software

17.1 Delivery of the hardware and/or software will take place on a date determined by the parties, but if no date has been set no later than three months after receipt of the order by sending a so-called link, the software is immediately available. Setting up and installing the software is

the responsibility of the customer, the obligations of the Supplier in this context do not go further than support herein in the form of the consultancy that is purchased.

17.2 If the parties have not agreed an acceptance test, the customer accepts the software in the condition it is in at the time of delivery ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the supplier's obligations on under the guarantee scheme of article 16 (Warranty). In the aforementioned case, the software will be deemed to have been accepted by the customer upon delivery or, if installation to be performed by the supplier has been agreed in writing, upon completion of the installation.

17.3 If an acceptance test has been agreed between the parties, the provisions of 17.4 to 17.11 inclusive apply.

17.4 Where 'errors' are mentioned in these general terms and conditions, this is understood to mean the substantial non-compliance of the software with the functional or technical specifications of the software expressly made known in writing by the supplier, and, in the event that the software concerns fully or partially customized software, to the functional or technical specifications expressly agreed in writing. An error only exists if the customer can demonstrate it and it is also reproducible. The customer is obliged to report errors immediately. The Supplier has no obligation whatsoever with regard to defects in or to the software other than with regard to errors within the meaning of these general terms and conditions.

17.5 If a Proof-of-Concept / acceptance test has been agreed, the test period is fourteen days after delivery or, if installation to be performed by the supplier has been agreed in writing, fourteen days after completion of the installation. The parties can agree on a different term in writing. During the test period, the customer is not entitled to use the software for productive or operational purposes. Customer will carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

17.6 If an acceptance test has been agreed, the customer is obliged to check whether the delivered software complies with the functional or technical specifications expressly made known by the supplier in writing and, if and insofar as the software concerns fully or partially customized software, the functional or technical specifications expressly agreed in writing. or technical specifications.

17.7 The software shall be deemed to have been 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 the supplier submits a test report as referred to in . before the end of the test period,

17.8: as soon as the errors mentioned in that test report have been repaired, without prejudice to the presence of errors that do not prevent acceptance according to 17.9, or c. if the customer makes any use of the software for productive or operational purposes: at the time of the relevant commissioning.

17.8 If during the performance of the agreed acceptance test it appears that the software contains errors, the customer will report the test results to the supplier in writing, clear, detailed and comprehensible at the latest on the last day of the test period. The Supplier will make every effort to correct the intended errors within a reasonable period of time, whereby the Supplier is entitled to implement temporary solutions, program bypasses or problem-avoiding restrictions.

17.9 The customer may not withhold acceptance of the software for reasons that are not related to the specifications expressly agreed in writing between the parties and furthermore not because of 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 repair these minor errors within the framework of the guarantee scheme of Article 16 (Warranty). Furthermore, acceptance may not be withheld because of aspects of the software that can only be judged

subjectively, such as aesthetic aspects of user interfaces.

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

17.11 Acceptance of the software in one of the ways referred to in this article results in the supplier being discharged for the fulfillment of its obligations regarding the provision and delivery of the software and, if the installation of the software by the supplier has also been agreed, of its obligations regarding the installation. Acceptance of the software does not affect the customer's rights under 17.9 regarding minor defects and article 16 (Warranty) regarding the guarantee. Development software

17.12 The provisions of this article regarding delivery and installation apply mutatis mutandis.

17.13 Unless the supplier will 'host' the software on its own computer system for the benefit of the customer on the basis of the agreement, the supplier will deliver to the customer on an information carrier to be determined by him and in a form to be determined by him or online to the customer for delivery. make available.

17.14 The provisions of this article regarding acceptance apply mutatis mutandis.

Article 18 Transfer of rights and obligations

18.1 The customer will never sell, transfer or pledge the rights and obligations that he has under the agreement to a third party.

18.2 The Supplier is entitled to sell, transfer or pledge its claims for payment of fees to a third party.

Article 19 Applicable law and disputes

19.1 In the event of a dispute, the parties agree to enter into consultations about this. If mutual consultation does not lead to a solution acceptable to both parties, the parties agree to

strive for a solution with the help of an independent mediator. If the dispute can only be resolved by going to court, the competent court in the district of The Hague has jurisdiction.

This agreement is exclusively governed by Dutch law.

Services

Article 20 Execution

20.1 The supplier will make every effort to perform its services with care, where appropriate in accordance with the agreements and procedures laid down in writing with the customer. All services of the supplier are performed on the basis of a best efforts obligation, unless and insofar as the supplier has expressly promised a result in the written agreement and the relevant result has also been described in the agreement with sufficient specificity.

20.2 The 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 consciously reckless act or omission on the part of the supplier's management.

20.3 If the agreement has been entered into with a view to performance 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.

Article 21 Service Level Agreement

21.1 Any agreements regarding a service level (Service Level Agreement) are only expressly agreed in writing. The customer will always inform the supplier without delay about all circumstances that affect or may affect the service level and its availability.

21.2 If agreements have been made about a service level, the availability of software, systems and related services will always be measured in such a way that the decommissioning announced in advance by the supplier due to preventive, corrective or adaptive maintenance or other

forms of service, as well as circumstances beyond the control of the supplier. supplier are not taken into account. Subject to proof to the contrary to be provided by the customer, the availability measured by the supplier will serve as full proof.

Article 22 Backup

22.1 If the services provided to the customer under the agreement include making back-ups of the customer's data, the supplier will make a full back-up of the customer data in his possession. The supplier will keep the back-up during the agreed term, and in the absence of agreements in this regard, during the term customary at the supplier. The supplier will keep the back-up carefully with due care.

22.2 The Customer itself remains responsible for compliance with all legal administration and storage obligations applicable to it. Software as a Service (SaaS)

Article 23 Performance SaaS service

23.1 The Supplier only provides the SaaS service on behalf of the customer. The customer is not free to let third parties use the services provided by the supplier in the field of SaaS outside the scope and scope of a license provided.

23.2 If the supplier performs work on the basis of a request or authorized order from a government agency or in connection with a legal obligation with regard to data of the customer, its employees or users, all associated costs will be charged to the customer.

23.3 The Supplier may make changes to the content or scope of the SaaS service. If such changes result in a change in the procedures applicable at the customer, the supplier will inform the customer about this as soon as possible and the costs of this change will be borne by the customer. In that case, the customer can terminate the agreement in writing with effect from 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 the supplier bears the costs of this change.

23.4 The Supplier may continue to perform the SaaS service using a new or modified version of the software. The supplier is not obliged to maintain, change or add certain features or functionalities of the service or software specifically for the customer.

23.5 The Supplier may temporarily shut down the SaaS service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. The supplier will not allow the shutdown to last longer than necessary, if possible have it take place outside office hours and, depending on the circumstances, start after consultation with the customer.

Article 24 Protection of personal data

24.1 Under the legislation regarding the processing of personal data (such as the AVG) the customer has obligations towards third parties, such as the obligation to provide information, as well as to provide access to, correct and delete personal data of data subjects. Responsibility for the fulfillment of these obligations rests entirely and exclusively with the customer. The parties believe that the supplier is a 'processor' within the meaning of the GDPR with regard to the processing of personal data.

24.2 The supplier shall, as far as technically possible, provide support for the obligations to be fulfilled by the customer as referred to in article 24.1. Any unreasonable costs associated with this can be charged by the supplier to the customer.

Article 25 Terms of use

25.1 The supplier will provide the hosting services agreed with the customer.

25.2 If the agreement concerns the provision of disk space for equipment, the customer shall not exceed the agreed disk space, unless the agreement expressly regulates the consequences of this. The agreement includes the provision of disk space on a server reserved exclusively and specifically for the customer only if this has been expressly agreed in writing. All use of disk space, data traffic and other load on systems and infrastructure is limited to the maximums agreed

between the parties. The data traffic that has not been used by the customer in a certain period cannot be transferred to a subsequent period. The supplier can charge a fee for exceeding the agreed maximums in accordance with what is determined in the fair use policy. Licenses other than SaaS

Article 26 Right of use and restrictions on use

26.1 The supplier makes the hardware, the agreed computer programs and the agreed user documentation available to the customer for use during the term of the agreement on the basis of a user license, hereinafter referred to as 'the software'. The right to use the software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable. The customer is never permitted to sell, rent, alienate or grant limited rights to the hardware and/or software.

26.2 The supplier's obligation to make it available and the customer's right of use extend exclusively to the so-called object code of the software. The customer'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 are not made available to the customer, even if the customer is prepared to pay financial compensation for this.

26.3 The Client will always strictly observe the agreed restrictions, of whatever nature or content, on the right to use the software.

26.4 The supplier is always entitled to take technical measures to protect the software against unlawful use and/or against use in a different way or for purposes other than that agreed between the parties. The Customer will never remove (or have removed) or circumvent technical provisions intended to protect the software.

26.5 The Client may only use the software in and for the benefit of its own company or organization and this 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', unless this has been explicitly agreed and recorded in a separate Partner Agreement.

26.6 If so requested, the customer will immediately cooperate with an investigation to be carried out by or on behalf of the supplier regarding compliance with the agreed restrictions on use. The customer will grant access to its buildings and systems at the supplier's first request. The supplier will treat all confidential business information that it obtains in the context of an investigation from or from the customer as confidential, insofar as that information does not concern the use of the software itself.

26.7 The parties maintain that the agreement concluded between the parties, insofar as it is made available for the use of software, will never be regarded as a purchase agreement.

26.8 The Supplier is only obliged to perform maintenance insofar and to what extent this has been agreed between the parties. Further provisions

Article 27 Changes to the software

27.1 Subject to exceptions provided by law, the customer is not entitled to change the software in whole or in part without the prior written consent of the supplier. The Supplier is entitled to refuse its permission or to attach conditions to it. The customer bears the full risk of all changes made by or on behalf of the customer by third parties - whether or not with the permission of the supplier.

Article 28 Software from suppliers

28.1 If and insofar as the supplier makes third-party software available to the customer, the (license) conditions of the third parties concerned shall apply with regard to that software in the relationship between the supplier and the customer, with the exception of the provisions in these general terms and conditions, provided that the applicability of the (license) conditions of those third parties has been communicated to the customer in writing by the supplier and those

terms and conditions have also been provided to the customer before or when the agreement is concluded. Contrary to the foregoing sentence, the customer cannot invoke a failure of the supplier to comply with the aforementioned information obligation, if the customer concerns a party as referred to in article 6:235 paragraph 1 or paragraph 3 of the Dutch Civil Code.

28.2 If and insofar as the said terms and conditions of third parties are deemed inapplicable in the relationship between customer and supplier for whatever reason or are declared inapplicable, the provisions of these general terms and conditions apply in full.

Article 29 Exclusions

29.1 Activities due to the investigation or repair of malfunctions that arise from improper use of the equipment or from external causes, such as defects in communication lines or in the power supply, or connections with or use of equipment, software or materials that are not covered by the agreement does not fulfill the obligations of the supplier under the agreement, and the client will be charged separately at the usual rates.

Article 30 Management and recovery

30.1 The Client is responsible for the (functional) management, including checking the settings, the use of the service and the way in which the results of the service are used. In the absence of explicit agreements in this regard, the customer itself will install, set up, parameterize, tune and, if necessary, adjust the equipment, other software and user environment used, and achieve interoperability desired by the customer. The Supplier is not obliged to perform data conversion.

30.2 Only if this has been expressly agreed in writing, the agreement also includes the provision or provision of backup, fall-back and recovery services.

Article 31 Notice-and-Take-Down

31.1 The customer will 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, by respecting the privacy of third parties, not by disseminating data in violation of the law, by not committing unauthorized access systems, knowingly not spreading viruses or other harmful programs or data, and refrain from committing criminal offenses and violating any other legal obligation.

31.2 In order to prevent liability towards third parties or to limit the consequences thereof, the supplier is always entitled to take measures with regard to an act or omission by or at the risk of the customer. At the supplier's first written request, the customer will immediately remove data and/or information from the supplier's systems, failing which the supplier is entitled at its discretion 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 31.1, the supplier is furthermore entitled to deny the customer access to its systems with immediate effect and without prior notice. The foregoing is without prejudice to any other measures or the exercise of other legal and contractual rights by the supplier towards the customer.

31.3 The supplier cannot be required to form an opinion on the merits of the claims of third parties or of the customer's defense or to be involved in any way in a dispute between a third party and the customer. The customer will have to agree with the relevant third party in this regard and will inform the supplier in writing and duly substantiated with documents.

Development software

Article 32 Specifications and development of software

32.1 If specifications or a design of the software to be developed have not already been provided to the supplier before or at the time of entering into the agreement, the parties shall specify in writing, in consultation, which software will be developed and how the development will take place.

32.2 The supplier shall develop the software with care, with due observance of the expressly agreed specifications or design and - where appropriate - with due observance of the project organisation, methods, techniques and/or procedures agreed in writing with the customer. Before commencing with the development work, the supplier may require that the customer agrees in writing with the specifications or the design.

During the execution of the agreement, the parties will jointly make decisions in consultation with regard to the specifications that apply to the next phase of the project (for example a 'time box') and/or to the next partial development. The customer accepts the risk that the software will not necessarily meet all specifications. The Client will ensure permanent, active input and cooperation from relevant end users, supported by the Client's organisation, including with regard to testing and with regard to (further) decision-making. The Client guarantees that the employees it deploys and who are appointed to key positions have the decision-making powers required for this position. The customer guarantees the promptness of the progress decisions to be made by him during the execution of the agreement. In the absence of timely and clear progress decisions on the part of the customer in accordance with the project approach associated with the relevant development method, the supplier is entitled - but not obliged - to take the appropriate decisions in its opinion.

32.4 If the parties use a development method as referred to in Article 32.3, the provisions of Article 17.2, Articles 17.5 to 17.9 and Article 16.4 shall not apply. The Client accepts the software in the state in which it is at the end of the last development phase ('as is, where is'). The supplier is not obliged to rectify errors after the last development phase, unless expressly agreed otherwise in writing.

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

32.6 If requested, the customer will give the supplier the opportunity to perform the work outside the usual working days and working hours at the customer's office or location.

32.7 The performance obligations of the supplier do not include the maintenance of the software and/or the provision of support to users and/or administrators thereof. If, contrary to the foregoing, the supplier must also provide maintenance and/or support, the supplier may require that the customer enters into a separate written agreement for this. These activities will be charged separately at the supplier's usual rates.

Article 33 Right of use

33.1 The supplier shall make the software developed on behalf of the customer and any associated user documentation available to the customer for use.

33.2 The source code of the software and the technical documentation created during the development of the software will only be made available to the customer if this has been agreed in writing, in which case the customer will be entitled to make changes to the software. In the event that the customer makes changes to the software himself, any warranty from the Supplier will lapse and no maintenance or support will be provided.

33.3 The 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.

33.4 The provisions of Article 26 regarding the right of use and restrictions on use apply mutatis mutandis.

33.5 Only if it is expressly apparent from the content of the written agreement that all design and development costs are fully and exclusively borne by the customer, will no restrictions apply to the customer in the right to use the software, notwithstanding the provisions of Article 33.4. . Software development, maintenance and support

Article 34 Maintenance services

34.1 If agreed, the supplier will perform maintenance with regard to the software specified in the agreement. The maintenance obligation includes the repair of errors in the software within the meaning of Article 17 and - only if this has been agreed in writing - making new versions of the software available in accordance with Article 35.

34.2 The Client will report in detail any errors found in the software. After receipt of the notification, the supplier will make every effort, in accordance with its usual procedures, to correct errors and/or to make improvements in later new versions of the software. Depending on the urgency and the supplier's version and release policy, the results will be made available to the customer in the manner and term to be determined by the supplier. The Supplier is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software. The Client will install, set up, parameterize,

34.3 The provisions of Articles 16.6 and 16.7 apply mutatis mutandis.

34.4 If the supplier performs the maintenance online, the customer will ensure a proper infrastructure and network facilities in a timely manner.

34.5 The customer will provide all cooperation required by the supplier to the maintenance, including the temporary cessation of the use of the software and the making of a back-up of all data.

34.6 If the maintenance relates to software that has not been delivered to the customer by the supplier, the customer will, if the supplier deems this necessary or desirable for the maintenance, design the source code and the technical (development) documentation of the software (including data models). , changelogs, etc.) The customer guarantees that he is entitled to such provision. The customer grants the supplier the right to use and change the software, including the source code and technical (development)

documentation, in the context of performing the agreed maintenance.

34.7 The maintenance by the supplier does not affect the customer's own responsibility for the management of the software, including checking the settings and the way in which the results of the use of the software are used. The Client will install, set up, parameterise, tune and, if necessary, adjust the equipment, other software and operating environment used for this, and will achieve the interoperability desired by the Client.

Article 35 New versions of software

35.1 Maintenance only includes making new versions of the software available if and insofar as this has been agreed in writing. If the maintenance includes making new versions of the software available, this making available will take place at the discretion of the supplier.

35.2 The supplier may require that the customer enters into a further written agreement with the supplier for the provision of a version with new functionality and that a further fee is paid for the provision.

35.3 The supplier may require the customer to adjust its system (equipment, software, etc.) if this is necessary and insofar as this is reasonable for the proper functioning of a new version of the software.

Article 36 Support services

36.1 If the supplier's services under the agreement also include support to users and/or administrators of the software, the supplier will advise by telephone or e-mail about the use and functioning of the software referred to in the agreement. The Supplier may impose conditions on the qualifications and the number of persons eligible for support. The Supplier will process properly substantiated requests for support within a reasonable period of time in accordance with its usual procedures. The Supplier does not guarantee the correctness, completeness or timeliness of responses or support offered. Support is provided on working days during supplier's usual business hours.

36.2 If the supplier's services under the agreement also include the provision of so-called 'stand-by services', the supplier will keep one or more staff members available during the days and at the times stated in the agreement. In that case, the customer is entitled to call in the support of the staff members kept available in the event of an emergency if there is a serious malfunction in the functioning of the software. The Supplier does not guarantee that all malfunctions will be resolved in a timely manner.

36.3 The maintenance and the other agreed services as referred to in this chapter will be performed with effect from the day on which the agreement was entered into, unless the parties have agreed otherwise in writing.

Advice and Consultancy

Article 37 Implementation of advice and consultancy services

37.1 The turnaround time 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 customer and the cooperation of the customer and relevant third parties. Unless otherwise agreed in writing, the supplier will therefore not commit itself in advance to a lead time of the order.

37.2 The services of the supplier are only provided on the usual working days and times of the supplier.

37.3 The use that the customer makes of advice and/or consultancy report issued by the supplier is always at the customer's risk.

Secondment services

Article 38 Secondment services

38.1 The supplier shall make the employee referred to in the agreement available to the customer to perform work under the direction and supervision of the customer. The results of the work are at the risk of the customer. Unless otherwise agreed in writing, the employee will be made available to the customer for a maximum of

forty hours a week during the supplier's usual working days.

38.2 The Customer may only deploy the employee made available for activities other than those agreed upon if the Supplier has agreed to this in writing in advance.

38.3 The customer is only permitted to second the employee made available to a third party to work under the management and supervision of that third party if this has been expressly agreed in writing.

38.4 The supplier will make every effort to ensure that the employee made available remains available for work during the agreed days for the duration of the agreement, except in the event of illness or termination of employment of the employee. Even if the agreement has been entered into with a view to performance by a specific person, the supplier is always entitled, after consultation with the customer, to replace this person by one or more persons with the same qualifications.

38.5 The customer is entitled to request replacement of the employee made available (a) if the employee made available demonstrably does not meet the expressly agreed quality requirements and the customer makes this known to the supplier within three working days after the commencement of the work, or (b) in the event of long-term illness or termination of employment of the employee made available. The Supplier will immediately give priority to the request. The Supplier does not guarantee that replacement is always possible. If replacement is not possible or not immediately possible, the customer's claims for further fulfillment of the agreement, as well as all claims of the customer due to non-performance of the agreement, lapse.

Article 39 Duration of the secondment agreement

39.1 Contrary to the provisions of Article 4 of these general terms and conditions, if the parties have not agreed anything regarding the duration of the secondment, the agreement will have an

indefinite term, in which case a notice period of one calendar month applies to each of the parties after any initial term. Termination must be made in writing.

Article 40 Working hours, working hours and working conditions

40.1 The working hours, rest periods and working hours of the employee made available are equal to the usual times and duration at the customer. The Client guarantees that the working and rest times and the working hours comply with the relevant legislation and regulations.

40.2 The customer will inform the supplier about an intended (temporary) closure of his company or organization.

40.3 The customer is obliged towards the supplier and the employee made available to comply with the relevant legislation and regulations in the field of workplace safety and working conditions.

Article 41 Overtime compensation and travel time

41.1 If the employee made available on behalf of or at the request of the customer works per day longer than the agreed or usual number of working hours or works outside the working days usual at the supplier, the customer will be charged the agreed overtime rate for these hours or, in the absence of a agreed overtime rate, the overtime rate that is customary at the supplier. If requested, the supplier will inform the customer about the applicable overtime rates.

41.2 Costs and travel time will be charged to the customer in accordance with the supplier's usual rules and standards. If requested, the supplier will inform the customer about the usual rules and standards for this.

Article 42 Hirer's liability and other liability

42.1 The Supplier shall ensure the timely and full payment of the payroll tax, social security contributions and turnover tax to be paid for the employee made available in connection with the agreement with the customer. The supplier indemnifies the customer against all claims from the tax authorities or from the authorities for the implementation of social insurance legislation that are owed on account of the agreement with the customer, on the condition that the customer immediately informs the supplier in writing about the existence and content of the claim and the settlement of the claim. leaves the matter, including the making of any settlements, entirely to the supplier. To this end, the customer will provide the necessary powers of attorney, information and cooperation to the supplier to defend itself against these claims, if necessary in the name of the customer.

42.2 The supplier accepts no liability for the quality of the results of activities that have been realized under the supervision and management of the customer. Education and training Article 43 Registration and cancellation

43.1 A registration for a training course must be made in writing and is binding after confirmation by the supplier.

43.2 The Customer is responsible for the choice and suitability of the training for the participants. The lack of the required prior knowledge on the part of a participant does not affect the customer's obligations under the agreement. The customer is allowed to replace a participant for a course with another participant after the supplier's prior written consent.

43.3 If the number of registrations gives reason to do so in the opinion of the supplier, the supplier is entitled to cancel the training, to combine it with one or more training courses, or to have it take place at a later date or time. The supplier reserves the right to change the location of the training. The Supplier is entitled to make organizational and substantive changes to a course.

43.4 The consequences of a cancellation of participation in a training by the customer or participants are governed by the rules customary at the supplier. A cancellation must always be made in writing and prior to the training or the relevant part thereof. Cancellation or non-

appearance do not affect the payment obligations that the customer has under the agreement.

Article 44 Execution of training

44.1 The customer accepts that the supplier determines the content and depth of the training.

44.2 The customer will inform the participants about and monitor compliance by participants with the obligations under the agreement and the rules of conduct or other rules of conduct prescribed by the supplier for participation in the training.

44.3 If the supplier uses its own equipment or software in the performance of the training, the supplier does not guarantee that this equipment or software is error-free or functions without interruptions. If the supplier carries out the training at the customer's location, the customer will ensure the availability of properly working equipment and software.

44.4 Taking an exam or a test is not part of the agreement.

44.5 If the training is offered on the basis of e-learning, the provisions of the 'Chapter Software-as-a-Service (SaaS)' apply mutatis mutandis as much as possible.

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