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Chapter 1. General Provision

Article 1. Applicability

- 1.1 The provisions set out below: (hereinafter also: "general terms and conditions") apply to all offers and agreements by which Strong Outsourcing B.V. (hereinafter: the "contractor") supplies goods and/or services of any kind and under any name to the customer.
- 1.2 Deviations from and additions to these General Terms and Conditions shall only apply if they have been agreed upon in writing between the parties.
- 1.3 The applicability of any purchase or other conditions of the customer is expressly rejected.
- 1.4 If and insofar as the contractor makes products and services of third parties available to the customer or grants access thereto, the (licence or sales) conditions of the third parties in question apply to the relationship between the contractor and the customer, replacing the provisions in these general terms and conditions that deviate from these, provided that the contractor has informed the customer of the applicability of the (licence or sales) conditions of these third parties and has offered a reasonable opportunity to become acquainted with these conditions. Contrary to the previous sentence, the customer cannot invoke the contractor's failure to fulfil the aforementioned obligation if the customer is a party as referred to in Article 6:235 (1) or (3) of the Dutch Civil Code.
- 1.5 If and insofar as the conditions of third parties in the relationship between the customer and contractor prove to be inapplicable or are declared inapplicable for whatever reason, these general conditions shall apply in full.
- 1.6 If any provision of these general terms and conditions is invalid or is annulled, the other provisions of these general terms and conditions shall remain in full force. The contractor and the customer will in that case enter consultation with the aim of agreeing on new provisions which are as far as possible of the same purport to replace the invalid or annulled provisions.
- 1.7 Without prejudice to the provisions of Article 1.4, the provisions of these general terms and conditions shall apply in the event of a conflict between the agreements made between the parties, unless the parties have expressly deviated from these terms and conditions in writing and with reference to them. In the event of contradiction between the provisions of chapters of these terms and conditions, the provisions of a previous chapter will apply, unless explicitly deviated from.

Article 2. Offers

- 2.1 All offers and other statements by the contractor are without obligation unless the contractor has indicated otherwise in writing. The customer guarantees the accuracy and completeness of the information provided by him, or on his behalf, to the contractor, on which the contractor has based his offer, except for obvious typing errors.

Article 3. Pricing and payment

- 3.1 All prices are exclusive of sales tax (VAT) and other product- or service-specific government levies. All prices stated by the contractor are in euros and the customer must pay in euros.
- 3.2 The customer cannot derive any rights or expectations from a pre-calculation or budget issued by the contractor unless the parties have agreed otherwise in writing. A budget made known by the client shall only be regarded as a (fixed) price agreed between the parties if this has been explicitly agreed in writing.
- 3.3 If, according to the agreement, the customer consists of several natural persons and/or legal entities, each of these persons or legal entities shall be

- jointly and severally liable to the contractor for the performance of the agreement.
- 3.4 With regard to the services provided by the contractor and the amounts owed by the customer for those services, the data from the administration of the contractor provide full proof, without prejudice to the customer's right to provide proof to the contrary.
- 3.5 In the event of a periodic payment obligation on the part of the customer, the contractor may, in writing and in accordance with the index or other criterion included in the agreement, adjust the applicable prices and rates on the date specified in the agreement. If the agreement does not explicitly provide for the possibility of adjusting the prices or rates, the contractor may adjust the applicable prices and rates in writing with due observance of a period of at least three (3) months. If, in the latter case, client does not wish to agree to the adjustment, client shall be entitled, within thirty (30) days after notification of the adjustment, to terminate the agreement in writing, with effect from the date on which the new prices and/or rates would take effect.
- 3.6 The parties shall lay down in the agreement the date or dates on which the contractor shall charge the client the fee for the agreed performance. Amounts due shall be paid by the customer in accordance with the payment conditions agreed upon or stated on the invoice, or within 14 days of the invoice date. The client is not entitled to suspend any payment or to set off any amounts owed.
- 3.7 If the customer disputes an invoice or an item on an invoice, he shall notify the contractor in writing within fourteen (14) calendar days after the date of the invoice with a detailed explanation of the objection. If no objections are received within the specified period, the customer shall be deemed to have accepted the service and the invoice issued for the provision of said services, and the contractor shall no longer be obliged to handle objections. A payment dispute does not release the customer from his payment obligations, nor does it give him the right to suspend the amount owed to the contractor.
- 3.8 If the client does not pay the amounts due or does not pay them on time, the client shall owe statutory interest on the outstanding amount for trade agreements (Article 6:119a of the Civil Code), without a reminder or notice of default being required. If the client continues to fail to pay the claim after a reminder or notice of default, the accountant may pass on the claim for collection and the client will be obliged to pay, in addition to the total amount then owed, all reasonable judicial and extrajudicial costs, including all costs calculated by external experts, including lawyers, jurists and bailiffs. This is without prejudice to the other legal and contractual rights of the contractor.

Article 4. Duration of Agreement

- 4.1 If and insofar as the agreement between the parties is a continuing performance contract, the agreement shall be entered into for the term agreed, in the absence of which the term of one year shall apply.
- 4.2 The term of a fixed-term agreement shall be extended tacitly each time for the duration of the period originally agreed with a maximum of one year, unless the client or contractor terminates the agreement with due observance of a notice period of three months before the end of the period concerned.

Article 5. Confidentiality

- 5.1 The customer and contractor shall ensure that all information received from the other party which is known or should be known to be of a confidential nature shall remain secret. This prohibition does not apply if and as far as the provision of the data in question to a third party is necessary because of a court ruling, a statutory regulation, based on a statutory order issued by a government body or for the proper performance of the contract. The party receiving confidential data shall only use it for the purpose for which it has

- been provided. Data shall in any case be considered confidential if it has been designated as such by one of the parties.
- 5.2 The customer acknowledges that the software made available by or via the contractor is always of a confidential nature and contains business secrets of the contractor, its subcontractors or the producer of the software.

Article 6. Privacy and data processing

- 6.1 If, in the opinion of the contractor, this is relevant to the performance of the agreement, the client shall, if so requested, inform the contractor in writing of the manner in which the client implements its obligations under the legislation on the protection of personal data.
- 6.2 The client shall indemnify the contractor against claims by persons whose personal data have been or will be processed for which the client is responsible by law, unless the client proves that the facts underlying the claim are attributable to the contractor.
- 6.3 The responsibility for the data, which are processed by the client using a service of the contractor, lies with the client. The client warrants to the contractor that the content, use and/or processing of the data are neither unlawful nor in breach of any right of a third party. The client indemnifies the contractor against any legal claim by a third party, on any basis, in connection with these data or the execution of the agreement.
- 6.4 If the contractor conducts work based on a request or authorised order from a government body or in connection with a statutory obligation regarding data of the customer, its employees or users, all related costs may be charged to the customer.
- 6.5 If the contractor performs services for the client as a processor, as referred to in the legislation on the protection of personal data, then Chapter 2 'Standard clauses for processing' also applies.

Article 7. Security

- 7.1 If, based on the agreement, the contractor is obliged to provide a form of information security, that security shall meet the specifications for security agreed in writing between the parties. The contractor does not guarantee that the information security is effective under all circumstances. If the agreement does not explicitly specify a security method, the security shall comply with a level that is not unreasonable, given the state of the art, the implementation costs, the nature, scope and context of the information to be secured, the purposes and normal use of the contractor's products and services and the probability and seriousness of foreseeable risks.
- 7.2 The access or identification codes, certificates or other security devices provided by or on behalf of the contractor to the customer are confidential and shall be treated as such by the customer and shall only be made known to authorised staff members from the customer's own organisation. The contractor is entitled to change assigned access or identification codes and certificates. Customer is responsible for the management of authorisations and the provision and timely withdrawal of access and identification codes.
- 7.3 If the security or the testing thereof relates to software, equipment or infrastructure not supplied to the client by the contractor, the client warrants that all necessary licences or approvals have been obtained to be able to perform the said services. The customer shall indemnify the contractor against any legal claim, for whatever reason, in connection with the performance of these services.
- 7.4 Contractor is entitled to adjust the security measures from time to time if this is necessary because of changing circumstances.
- 7.5 Customer will secure its systems and infrastructure adequately and keep them adequately secured.
- 7.6 The contractor may give instructions to the customer regarding security in order to prevent or minimise incidents or the consequences of incidents that

could affect the security. If the customer does not follow such instructions from the contractor or a relevant government body, or does not do so in time, the contractor is not liable, and the customer shall indemnify the contractor against any damage which may arise as a result.

- 7.7 The contractor shall at all times be permitted to make technical and organisational arrangements for the protection of equipment, data files, websites, software or other works made available to the client, to which the client is granted access (directly or indirectly), including in connection with an agreed restriction on the content or duration of the right to use these objects. Customer will not remove or circumvent such technical facility(ies) (or have them removed or circumvented).

Article 8. Retention of title, rights, and suspension

- 8.1 All items delivered to the customer shall remain the property of the contractor until all amounts owed by the customer to the contractor on the basis of the agreement concluded between the parties have been paid to the contractor in full. A customer acting as a reseller shall be entitled to sell and resell all goods subject to the contractor's retention of title insofar as that is customary in the normal course of its business.
- 8.2 The contractor may retain the data, documents, software and/or data files received or realised in the context of the agreement, despite an existing obligation to surrender or transfer them, until the client has paid all amounts owed to the contractor.

Article 9. Risk transition

- 9.1 The risk of loss, theft, embezzlement or damage to goods, data (including user names, codes and passwords), documents, software or data files that are manufactured for, supplied to or used by the customer as part of the performance of the agreement shall pass to the customer at the time at which they are placed at the actual disposal of the customer or an assistant of the customer.

Article 10. Intellectual property

- 10.1 All intellectual property rights to the software, websites, data files, databases, equipment, training, tests, and exam materials or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials thereof developed pursuant to the agreement or made available to the customer, are vested exclusively in the contractor, his licensors or his subcontractors. The customer only acquires the rights of use that are explicitly granted in this condition, in the written agreement concluded between the parties and by mandatory law. A right of use granted to the client is non-exclusive, non-transferable, non-pledged and non-sublicensable.
- 10.2 The contractor has the right to use and/or exploit the components, designs, algorithms, documentation, works, protocols, standards and the like underlying the developments or items made available as referred to in article 10.1 for other purposes, either for himself or for third parties, without any restriction. The contractor is also entitled to use the general principles, ideas and programming languages used to produce any work, or on which the development is based, for other purposes and/or to exploit them for himself or for third parties, without any restriction. The contractor also has the right to make developments for himself or a third party that are similar or derived from those made for the customer.
- 10.3 Customer shall not remove or alter (or cause to be removed or altered) 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.
- 10.4 The contractor shall indemnify the customer against any claim by a third party based on the fact that software, websites, data files, equipment or other

materials developed by the contractor infringe an intellectual property right of that third party, on the condition that the customer immediately informs the contractor in writing of the existence and content of the agreement and leaves the handling of the case, including reaching any settlements, entirely to the contractor. The customer will provide the necessary authorisations, information and cooperation to the contractor to defend himself against these claims. This obligation to indemnify shall lapse if the alleged infringement is related to (i) work or materials made available to the contractor by the customer for use, adaptation, processing, or maintenance, or (ii) changes made by the customer to the software, websites, data files, equipment or other work or materials without the contractor's written permission. If it has been irrevocably established in law that the software, websites, data files, equipment or other materials developed by the contractor infringe any intellectual property right belonging to a third party or if, in the opinion of the contractor, there is a good chance that such an infringement will occur, the contractor will, if possible, ensure that the customer can continue to use the software, websites, data files, equipment or materials supplied, or functionally equivalent other software, websites, data files, equipment or materials. Any other or more extensive indemnification obligation of the contractor on account of infringement of an intellectual property right of a third party is excluded.

- 10.5 The customer guarantees that no rights of third parties oppose the making available to the contractor of equipment, software, material intended for websites, data files and/or other materials, designs, and/or other works for the purpose of use, maintenance, processing, installation, or integration, including the possession of the appropriate licences. The customer indemnifies the contractor against any claim by a third party based on the fact that such provision, use, maintenance, processing, installation, or integration infringes any right of that third party.
- 10.6 Contractor is never obliged to perform data conversion unless this has been explicitly agreed with customer in writing.
- 10.7 The contractor shall be entitled to use the customer's brand, logo, or name in its external communications.

Article 11. Execution of services

- 11.1 The Contractor will make every effort to perform the services with due care, where appropriate in accordance with the agreements and procedures laid down in writing with the customer. All services of the contractor shall be performed based on a best-efforts obligation, unless and insofar as the contractor has explicitly promised a result in the written agreement and the result concerned has been described with sufficient certainty in the agreement.
- 11.2 The lead time of an order depends on several factors and circumstances, such as the effort of the contractor, the supply and quality of the necessary information to be provided by the customer as well as the cooperation of the customer and/or third parties. Unless otherwise agreed in writing, the contractor will therefore not commit himself in advance to a lead time for the order.
- 11.3 Only if agreed in writing, the contractor is obliged to follow timely and responsible instructions given by the customer when performing the services. The contractor is not obliged to follow instructions that change or supplement the content or scope of the agreed service; if, however, such instructions are followed, the work in question will be paid for in accordance with the contractor's usual rates.
- 11.4 Work will only be conducted on the contractor's usual working days and times, unless explicitly agreed otherwise with the customer.

- 11.5 Unless otherwise agreed in writing, the use that the customer makes of an advice issued by the contractor is always at the expense and risk of the customer.
- 11.6 In such a case, the burden of proof that the service and the results of the service provided by the contractor do not comply with what has been agreed in writing or what may be expected of a reasonable and competent contractor shall rest entirely with the customer, without prejudice to the contractor's right to adduce evidence to the contrary by any means.
- 11.7 Unless otherwise agreed in writing, the contractor shall determine the manner in which the work shall be carried out by him and by whom. The contractor may make use of a third party for the execution of an agreement.
- 11.8 If the agreement has been entered into with the intention of having it performed by a particular person, the contractor shall always be entitled to replace this person with one or more persons with the same and/or similar qualifications.
- 11.9 The contractor shall not be liable for damage and/or costs resulting from the use or misuse of access or identification codes, certificates or other security devices, unless the misuse is the direct result of intent or deliberate recklessness on the part of the contractor's management.
- 11.10 Contractor shall exercise due care in hiring a third party. Contractor is not liable for any mistakes or shortcomings of that third party. The customer is (also) bound by any limitation of liability or other conditions of the third party and the contractor is authorised to accept such limitations and/or conditions on behalf of the customer without prior consultation with the customer. Claims against that third party will be transferred to him by the contractor at the client's request.

Article 12. Information and other cooperation obligations

- 12.1 The parties recognise that the success of work in the field of information and communication technology depends on proper and timely cooperation. Customer will always timely provide all reasonable cooperation.
- 12.2 The customer guarantees the accuracy and completeness of the data, information, designs and specifications supplied to the contractor by him or on his behalf. If the data, information, designs or specifications provided by the customer contain inaccuracies that are recognisable to the contractor, the contractor shall ask the customer about them.
- 12.3 For the purpose of continuity, the customer shall designate a contact person or contact persons who shall act as such for the duration of the contractor's work. The customer's contact persons will have the necessary experience, specific subject knowledge and understanding of the objectives desired by the customer.
- 12.4 Customer shall bear the risk of selecting the items, goods and/or services to be delivered by Contractor. The customer will always take the utmost care to ensure that the requirements for the performance are correct and complete. Measures and data mentioned in drawings, illustrations, catalogues, websites, offers, advertising material, standardisation sheets, etc. are not binding for the contractor, unless explicitly stated otherwise by the contractor.
- 12.5 If the client uses personnel and/or auxiliary persons for the execution of the agreement, these personnel and auxiliary persons shall possess the necessary knowledge and experience. If employees of the contractor carry out work at the customer's location, the customer will ensure in good time and free of charge that the necessary facilities are available, such as a workspace with computer and network facilities. The contractor shall not be liable for any damage or costs due to transmission errors, breakdowns or non-availability of these facilities, unless the client proves that these damages or costs result from intent or wilful recklessness on the part of the contractor's management.
- 12.6 The working space and facilities will meet all legal requirements. The customer shall indemnify the contractor against any damage suffered in

connection with the performance of the agreement which is the result of acts or omissions by the customer or of unsafe situations in his organisation. The customer shall make the house, information and security rules applicable within its organisation known to the employees deployed by the contractor before the work commences.

- 12.7 The customer is responsible for the management, including control of the settings, the use of the products and/or services provided by the contractor and the way in which the results of the products and services are used. The customer is also responsible for the instruction of, and the use by, users.
- 12.8 Customer will take care of the necessary equipment, infrastructure and supporting software and install, set up, parameterise and tune the (auxiliary) software required on its own equipment and, if necessary, adapt and keep up to date the equipment used, other (auxiliary) software and user environment and achieve the interoperability desired by customer.

Article 13. Project and steering groups

- 13.1 When both parties participate in a project or steering committee with one or more employees deployed by them, the provision of information shall take place in the manner agreed for the project or steering committee.
- 13.2 Decisions taken in a project or steering committee in which both parties participate shall only be binding on the contractor if the decision-making occurs in accordance with what has been agreed between the parties in this regard in writing or, in the absence of any written agreements to this effect, if the contractor has accepted the decisions in writing. Contractor shall never be obliged to accept or execute a decision if, in his opinion, this is incompatible with the content and/or proper execution of the agreement.
- 13.3 The customer guarantees that the persons appointed by him to form part of a project or steering committee are authorised to make decisions that are binding on the customer.

Article 14. Deadlines

- 14.1 The Contractor shall make reasonable efforts to observe the (delivery) deadlines and/or (completion) dates mentioned by him or agreed between the parties, whether these are final. Interim delivery dates mentioned by the contractor or agreed between the parties shall always be target dates, shall not bind the contractor and shall always be of an indicative nature.
- 14.2 If any deadline threatens to be exceeded, the contractor and the customer will consult to discuss the consequences of the delay for the further planning.
- 14.3 In all cases - thus also if the parties have agreed on a latest (delivery)deadline or (completion)date - the contractor shall only be in default on account of exceeding the deadline after the client has given him notice of default in writing, in which the client gives the contractor a reasonable period to remedy the shortcoming (on that which was agreed) and this reasonable period has expired. The notice of default must contain a description of the breach that is as complete and detailed as possible, so that the contractor is given the opportunity to respond adequately.
- 14.4 If it has been agreed that the performance of the agreed work will take place in phases, the contractor is entitled to postpone the start of the work belonging to a phase until the customer has approved in writing the results of the preceding phase.
- 14.5 The contractor shall not be bound by a deadline or term (for delivery or otherwise) if the parties have agreed to a change in the content or scope of the agreement (additional work, change in specifications, etc.) or a change in approach to the performance of the agreement, or if the customer fails to fulfil his obligations arising from the agreement or to do so on time or in full. The fact that (the demand for) additional work arises during the performance of the agreement shall never be a ground for cancellation or dissolution of the agreement by the customer.

Article 15. Dissolution and termination of the agreement

- 15.1 Each of the parties shall 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 having received a written notice of default which is as detailed as possible and in which a reasonable period is given to remedy the failure, imputably fails to fulfil essential obligations arising from the agreement. Payment obligations of the customer and all obligations to cooperate and/or provide information by the customer or a third party engaged by the customer shall in all cases be regarded as essential obligations under the agreement.
- 15.2 If, at the time of dissolution, the customer has already received performances for the execution of the agreement, these performances and the related payment obligations shall not be subject to cancellation, unless the customer proves that the contractor is in default about the essential part of these performances. Amounts invoiced by the contractor prior to the dissolution in connection with work already performed or delivered properly under the agreement will remain payable in full of due observance of the provisions of the previous sentence and will become immediately due and payable at the time of dissolution.
- 15.3 If an agreement which, according to its nature and content, does not end in completion, has been entered into for an indefinite period, each of the parties may terminate it in writing after proper consultation and stating reasons. If no notice period has been agreed between the parties, a reasonable notice period shall be observed. Contractor shall never be liable for any compensation due to termination.
- 15.4 Customer is not entitled to prematurely terminate an assignment agreement entered for a definite period, or an agreement that ends upon completion.
- 15.5 Each of the parties may terminate the agreement in writing with immediate effect, in whole or in part, without notice of default being required, if the other party is granted a suspension of payments - provisional or otherwise - if the other party is irrevocably in debt, if the other party's company is liquidated or terminated other than for the purpose of reconstruction or merger of companies.

Article 16. Contractor's liability

- 16.1 The total liability of the contractor on account of attributable shortcomings in the performance of the agreement or on any legal ground whatsoever, explicitly including any shortcomings in the performance of a guarantee or indemnification obligation agreed on with the customer, or on account of an unlawful act, of whatever nature and for whatever reason, shall be limited to compensation of damage as detailed in this article.
- 16.2 The contractor is never (including in the event of force majeure, complaints, failure to comply with any obligation arising from this, wrongful act, incorrect advice) obliged to pay any compensation and/or fines of any kind and for any reason whatsoever.
- 16.3 In so far as it is established in law that the aforementioned complete exclusion of liability cannot be upheld, the following shall apply:
- i. that the amount to be paid by the contractor in damages and fines - exclusively the direct damages - would never be higher than the liability insurance policy taken out by the contractor which entitles him to a payment, whereby applies that:
 - ii. the amount to be paid by the contractor/insurer in damages and fines shall never exceed the price stipulated in the agreement (excluding VAT). If the agreement is primarily a continuing performance contract with a term exceeding one year, the price stipulated for that contract shall be set at the total of the fees (excluding VAT) stipulated for one year. In which case the following applies:

- iii. in no event shall the total liability of the contractor for direct loss, on any legal ground whatsoever, exceed € 5.000,00 (five thousand euros).
- 16.4 Indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims by the customer's clients, damage in connection with the use of suppliers prescribed by the customer for the contractor are excluded. Also excluded is the liability of the contractor in connection with the mutilation, destruction or loss of data or documents.
- 16.5 The exclusions and limitations of liability of the contractor described in articles 16.2 to 16.4 are without prejudice to the other exclusions and limitations of liability of the contractor described in these general conditions.
- 16.6 The exclusions and restrictions referred to in Articles 16.2 to 16.5 inclusive will cease to apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of the contractor's management.
- 16.7 Unless performance by the contractor is permanently impossible, the liability of the contractor for attributable failure in the performance of an agreement shall only arise if the customer immediately gives the contractor notice of default in writing, whereby a reasonable period for remedy of the failure shall be given, and the contractor continues to fail attributable in the performance of its obligations even after that period. The notice of default must contain as complete and detailed a description as possible of the breach, so that the contractor is given the opportunity to respond adequately.
- 16.8 The condition for the arising of any right to compensation is always that the customer reports the damage in writing to the contractor as soon as possible after its occurrence. All claims for damages against the contractor will expire by the mere lapse of twelve (12) months after the claim arose, unless the customer has filed a legal claim for compensation of damages before the expiry of that period.
- 16.9 The customer shall indemnify the contractor against all third-party claims for product liability stemming from a defect in a product or system provided by the customer to a third party that partly consists of equipment, software or other materials provided by the contractor, unless and insofar as the customer proves that the damage was caused by that 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 shall also apply in favour of all (legal) persons whose services the contractor and its subcontractors make use of in the execution of the agreement.

Article 17. Force majeure

- 17.1 Neither party shall be obliged to fulfil any obligation, including any statutory and/or agreed guarantee obligation, if prevented from doing so as a result of force majeure. Force majeure on the part of the contractor shall include: (i) force majeure affecting the contractor's subcontractors, (ii) failure to properly fulfil obligations of subcontractors that the customer has prescribed for the contractor, (iii) defectiveness of goods, equipment, software or materials from third parties that the customer has prescribed for the contractor to use, (iv) government measures, (v) power cuts, (vi) failure of the internet, data network or telecommunications facilities, (vii) (cyber-)crime, (cyber-) vandalism, war or terrorism, (viii) general transport problems and (ix) pandemics, viruses and other health-care illnesses.
- 17.2 If a force majeure situation lasts longer than sixty (60) days, either party shall be entitled to rescind the agreement in writing. What has already been performed on the basis of the agreement shall in that case be settled proportionately, without the parties owing each other anything else.

Article 18. Service Level Agreement

- 18.1 Any agreements on a service level (Service Level Agreement) shall only be explicitly agreed in writing. The customer will always inform the contractor without delay of all circumstances which influence or may influence the service level and the availability thereof.
- 18.2 If service level agreements have been made, the availability of software, systems and related services will always be measured in such a way that the downtime announced in advance by the contractor for preventive, corrective or adaptive maintenance or other forms of service, as well as circumstances beyond the contractor's control, will not be considered. Subject to evidence to the contrary to be provided by the customer, the availability measured by the contractor shall serve as complete proof.

Article 19. Back-up

- 19.1 If the services provided to the customer under the agreement include making back-ups of the customer's data, the contractor will make a full back-up of the customer's data with due observance of the periods agreed in writing, and in the absence thereof once a week. In the absence of agreements on the retention period, the contractor will retain the back-up for the contractor's usual period. The contractor will keep the back-up with due care.
- 19.2 Customer himself remains responsible for compliance with all legal administration and retention obligations applicable to him.

Article 20. Amendments and additional work

- 20.1 If, at the customer's request or with his prior consent, the contractor has carried out work or rendered other services that go beyond the content or scope of the agreed work and/or services, the customer will pay for those work or services in accordance with the agreed rates or, in the absence thereof, in accordance with the contractor's usual rates. The contractor is not obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.
- 20.2 Client is aware that changes and additional work (may) lead to postponement of (delivery) deadlines and (completion) dates. New delivery deadlines and delivery dates indicated by the Contractor shall replace the earlier ones.
- 20.3 Insofar as a fixed price has been agreed for the Agreement, the contractor shall, upon request, inform the customer in writing of the financial consequences of the extra work or performances as referred to in this article.

Article 21. Transfer of rights and obligations

- 21.1 Customer shall never sell, transfer or pledge its rights and obligations under an agreement to a third party.
- 21.2 The contractor is entitled to sell, transfer or pledge his agreements on payment of fees to a third party.

Article 22. Applicable law disputes

- 22.1 All disputes, including those which are only regarded as such by one of the parties, will be exclusively settled by the competent court of the District Court of Amsterdam, on the understanding that the contractor is entitled to submit the dispute to the court which is competent to take cognisance of the dispute without the aforementioned stipulation.
- 22.2 All offers and quotations submitted by the contractor as well as all agreements concluded between the contractor and the customer, and the execution thereof shall be governed exclusively by Dutch law.
- 22.3 The applicability of the Vienna Sales Convention is excluded.
- 22.4 In case of conflict between this text and a text of these terms and conditions in another language, the Dutch text shall prevail.

Chapter 2. Standard clauses for processing

The provisions set forth in this Chapter 'Standard Clauses for Processing' shall, in addition to the General Provisions of these General Terms and Conditions (Chapter 1.), apply if, in the context of the performance of the Agreement, the contractor processes personal data for the benefit of the controller(s) as a (sub)processor (data processor) as referred to in the legislation on the protection of personal data. These Standard Clauses for Processing, together with practical arrangements for processing in an agreement, constitute a processor's agreement as referred to in article 28, paragraph 3 of the General Data Protection Regulation (GDPR).

Article 23. General

- 23.1 The contractor shall process the personal data on behalf of the customer in accordance with the customer's written instructions agreed with the contractor.
- 23.2 The customer or its customer is the data processor within the meaning of the GDPR, has control over the processing of personal data and has determined the purpose and means of processing personal data.
- 23.3 The contractor is a processor within the meaning of the GDPR and therefore has no control over the purpose of and means for processing the personal data and does not take decisions regarding the use of personal data, among other things.
- 23.4 The contractor implements GDPR as laid down in this chapter 'Standard clauses for processing' and in the agreement (together the processor agreement). It is up to the customer to assess, based on this information, whether the contractor offers adequate guarantees regarding the application of appropriate technical and organisational measures, so that the processing meets the requirements of the GDPR and the protection of the rights of data subjects is sufficiently guaranteed.
- 23.5 The customer guarantees the contractor that he acts in accordance with the GDPR, that he secures his systems and infrastructure at all times adequately 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.
- 23.6 The customer is not entitled to recover from the contractor an administrative fine imposed on it by the supervisory authority on any legal grounds whatsoever. 'Supervisor' in this chapter (2) means a supervisory authority as referred to in the GDPR.

Article 24. Security

- 24.1 The contractor will take the technical and organisational security measures as described in the agreement. In taking the technical and organisational security measures, the contractor has considered the state of the art, 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 risks, varying in terms of probability and seriousness, to the rights and freedoms of data subjects, which the contractor may expect in view of the use of its products and services.
- 24.2 Unless explicitly stated otherwise in the agreement, the product or service of the contractor is not designed for the processing of special categories of personal data or data relating to criminal convictions or offences.
- 24.3 The contractor shall endeavour to ensure that the security measures to be taken by him are appropriate for the use of the product or service intended by the contractor.
- 24.4 The security measures described offer, in the opinion of the customer, considering the factors referred to in Article 24.1, a security level appropriate to the risk of processing the personal data used or provided by him.
- 24.5 Contractor may make changes to the security measures taken if, in its opinion, this is necessary in order to continue to offer an appropriate level of security.

- Contractor will record important changes and will inform customer of these changes where relevant.
- 24.6 The customer may request the contractor to take further security measures. The contractor is not obliged to implement changes in its security measures in response to such a request. Contractor may charge the customer for the costs related to the changes made at the customer's request. Only after the amended security measures requested by the customer have been agreed in writing by the parties will the contractor be obliged to actually implement these security measures.

Article 25. Personal data breaches

- 25.1 Contractor does not guarantee that the security measures will be effective under all circumstances. If the contractor discovers a personal data breach, he shall inform the customer without unreasonable delay. The agreement shall stipulate the manner in which the contractor shall inform the customer of personal data breaches. If no specific arrangements are made, the contractor will contact the customer's contact person in the usual way.
- 25.2 It is up to the data controller (the customer or its principal) to decide whether the personal data breach about which the contractor has been informed must be reported to the supervisory authority or to the data subject. Reporting personal data breaches remains at all times the responsibility of the data controller (the customer or its principal). The contractor is not obliged to report personal data breaches to the supervisory authority and/or the data subject.
- 25.3 The contractor shall, if necessary, provide further information on the personal data breach and shall cooperate in providing the necessary information to the customer for the purpose of a report to the supervisory authority or the data subjects.
- 25.4 Contractor may charge the reasonable costs he incurs in this connection to customer at his then current rates.

Article 26. Confidentiality

- 26.1 Contractor shall ensure that the persons processing personal data under his responsibility have a duty of confidentiality.
- 26.2 Contractor is entitled to provide personal data to third parties, if and insofar as provision is necessary pursuant to a court order, a statutory regulation, on the basis of an authorised order given by a government body or for the proper execution of the agreement.

Article 27. Obligations and termination

- 27.1 In the event that the processor agreement ends, the contractor shall remove all personal data in its possession and received from the customer within the period stipulated in the agreement in such a way that it can no longer be used and is no longer accessible (rendered inaccessible) or, if agreed, shall return it to the customer in a machine-readable format.
- 27.2 The contractor may charge any costs incurred in the context of the provisions of the previous paragraph to the customer. Further arrangements in this regard may be laid down in the agreement.
- 27.3 The provisions of Article 27.1 shall not apply if a statutory regulation prevents the contractor from deleting or returning the personal data in whole or in part. In such a case, the contractor shall only continue to process the personal data insofar as necessary on account of its statutory obligations. The provisions of Article 27.1 shall also not apply if the contractor is the data controller within the meaning of the GDPR with regard to the personal data.

Article 28. Data Subject Rights, Data Protection Impact Assessment (DPIA) and Audit Rights

- 28.1 The contractor shall, where possible, cooperate with reasonable requests from the customer in connection with rights of data subjects invoked with the

- customer. If the contractor is approached directly by a data subject, he shall, where possible, refer the data subject to the customer.
- 28.2 If the customer is obliged to do so in accordance with the GDPR, the contractor shall, following a reasonable request to that effect, cooperate in a data protection impact assessment (DPIA) or subsequent prior consultation.
- 28.3 At the customer's request, the contractor shall make available all information reasonably required to demonstrate compliance with the provisions of the agreement regarding the processing of personal data, for example by means of a valid Data Pro Certificate or at least an equivalent certificate, an audit report (Third Party Memorandum) drawn up by an independent expert on the instructions of the contractor or by means of other information to be provided by the contractor. If, despite this, the customer has reason to believe that the processing of personal data does not take place in accordance with the agreement, he may, at the customer's expense, have an audit of this carried out no more than once a year by an independent, certified, external expert who has demonstrable experience in the type of processing carried out on the basis of the agreement. The contractor has the right to refuse an expert if, in the contractor's opinion, the expert affects his competitive position. The audit will be limited to verifying compliance with the agreements regarding the processing of personal data as laid down in the agreement. The expert shall have a duty of confidentiality with regard to what he finds and shall only report to the customer that which constitutes a shortcoming in the fulfilment of the contractor's obligations under the agreement. The expert shall provide a copy of his report to the contractor. The contractor may refuse an expert, audit or instruction if, in its opinion, this is in violation of the GDPR or other legislation or constitutes a permissible breach of the security measures it has taken.
- 28.4 The parties will consult on the results of the report as soon as possible. The parties shall comply with the proposed improvement measures set out in the report in so far as this can reasonably be expected of them. Contractor will implement the proposed improvement measures in so far as these are appropriate in its opinion, considering 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 Contractor shall be entitled to charge customer for the costs he incurs in connection with the provisions of this article.

Article 29. Sub-processors

- 29.1 The contractor has stated in the agreement whether and, if so, which third parties (sub-processors) the contractor involves in the processing of personal data.
- 29.2 The customer gives the contractor permission to use other sub-processors for the performance of its obligations under the agreement.
- 29.3 The contractor shall inform the customer of any change in the third parties engaged by the contractor. The customer has the right to object to the aforementioned changes by the contractor.

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

The provisions set out in this 'Software-as-a-Service (SaaS)' chapter apply, in addition to the General Provisions of these General Terms and Conditions, if the contractor provides services under the name of or in the field of Software-as-a-Service (also referred to as: SaaS). For the purposes of these General Terms and Conditions, 'SaaS' is understood to mean: the making available and maintaining available of functionality by the contractor to the customer 'at a distance' via the internet or another data network, without a physical carrier or download being made available to the customer with the relevant underlying software.

Article 30. SaaS service implementation

- 30.1 The contractor provides the SaaS service on behalf of the customer. The customer may only use the SaaS service for his own company or organisation and only insofar as this is necessary for the use intended by the contractor. The customer is not free to allow third parties to use the SaaS service provided by the contractor.
- 30.2 The contractor may set specific conditions regarding the number of users of the service or the number of devices on which the customer may use it.
- 30.3 Each user accessing the service must be assigned a user identity. Otherwise, access to the service by a user shall only be permitted with a device to which a device identity has been assigned, unless otherwise agreed in writing.
- 30.4 If this has been agreed, the contractor will provide the customer with a username and password. With these data, the customer will have access to an administrative account and a management tool with which the customer can manage the service at his own discretion and, if necessary, set the possibilities and limitations for each individual user of the service, all this within the limits indicated in the agreed service. Any action carried out using the administrative account or an account of an individual user shall be deemed to be carried out under the responsibility and at the risk of the customer. Contractor is not liable for this. In the event of any suspicion of misuse of an account, the customer must report this to the contractor as soon as possible so that he can act.
- 30.5 The customer shall refrain from hindering other customers or Internet users or causing damage to the servers. The customer is forbidden to start up processes or programmes, whether or not via the server, of which the customer knows or can reasonably suspect that this will hinder or damage the contractor, other customers or Internet users.
- 30.6 Insofar as the contractor has not explicitly set a maximum for the use of the SaaS service, the contractor uses a "fair use" policy, whereby the contractor reserves the right to terminate the service immediately if the use thereof by the customer and/or the workload or system pressure caused by the customer is disproportionate to the periodic fees payable for the service.
- 30.7 Parts of the service require the installation of local software to make the service work or to extend its functionality. The software may collect data on the use and performance of the software that can be sent to the contractor and used for the purposes described in these general terms and conditions.
- 30.8 The contractor may make changes to the content or scope of the SaaS-service. If such changes are substantial and result in a change in the procedures applicable at the customer's, the contractor will inform the customer of them as soon as possible. The costs of this change will be for the customer's account. In that case, the customer may terminate the agreement in writing by the date on which the change takes effect, unless this change is related to amendments to relevant legislation or other regulations issued by competent authorities, or the contractor bears the costs of this change.
- 30.9 Contractor may continue the performance of the SaaS service using a new or amended version of the underlying software. Contractor is not obliged to maintain, change or add certain properties or functionalities of the service specifically for the customer.
- 30.10 The contractor may temporarily take the SaaS-service partially or entirely out of operation for preventive, corrective or adaptive maintenance or other forms of service. The contractor will not allow the outage 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. In addition, the service may be temporarily taken out of use, or at least suspended, if the Contractor is entitled to do so pursuant to the law or these Terms and Conditions. The customer must remove any locally installed software when the customer's right to use the SaaS service ends. The contractor may in some cases put

- software and/or the SaaS service out of operation remotely at the time of termination.
- 30.11 The contractor is never obliged to provide the customer with a physical carrier or download of the underlying software.
- 30.12 In the absence of further agreements in this respect, the customer will set up, configure, parameterise and tune the SaaS service itself, convert and upload any data and, if necessary, adjust the equipment used and the user environment.
- 30.13 In the event of force majeure, which shall in any case be understood to mean malfunction or breakdown of the Internet, the telecommunications infrastructure, synflooding, network attack, DoS or DDoS attacks, power failure, civil unrest, mobilisation, war, transport congestion, strike, lockout, operational failure, supply congestion, fire, flooding, import and export restrictions and in the event that the contractor is prevented from delivering by third parties, irrespective of the reason for this, If the contractor is unable to deliver for whatever reason, as a result of which the contractor cannot reasonably be expected to comply with the agreement, the performance of the agreement will be suspended or the agreement will be terminated if the force majeure situation has lasted longer than sixty days, without any obligation to pay compensation.
- 30.14 Without prejudice to the provisions of the preceding articles, the contractor is entitled to temporarily suspend the provision of services by virtue of the SaaS service if the customer fails to fulfil an obligation towards the contractor with regard to the SaaS service and this failure justifies the suspension of services. The service will be reactivated if the client meets his obligations within a reasonable period set by the contractor. The customer must pay a reconnection fee for putting the service into operation.
- 30.15 The customer is responsible for all use that is made of the SaaS service even if this is done without his consent.

Article 31. Guarantee

- 31.1 The contractor does not guarantee that the SaaS service will be faultless and function without interruptions. The contractor will make every effort to remedy errors as referred to in Article 36.3 in the underlying software within a reasonable period of time, if and insofar as the underlying software was developed by the contractor and the customer has notified the contractor of the errors in question in writing and with a detailed description. If necessary, the contractor may postpone the rectification of the errors until a new version of the underlying software is taken into use. Contractor does not guarantee that errors in the SaaS service that has not been developed by Contractor itself will be remedied. The contractor is entitled not to install certain updates or patches or to have them installed if, in the opinion of the contractor, this would not benefit the proper performance of the agreement. The contractor is entitled to install temporary solutions, program diversions or problem-avoiding restrictions in the SaaS-service. If (a part of) the SaaS-service has been developed by order of the customer, the contractor can charge the customer the costs of repair in accordance with his usual rates. The contractor shall never be obliged to repair imperfections other than those referred to in this article. In the event that the contractor is prepared to carry out repair activities with regard to such other imperfections, the contractor shall be entitled to charge a separate fee for this.
- 31.2 The contractor shall make every effort to ensure that the customer can use the networks that are directly or indirectly connected to the contractor's network. However, the contractor cannot guarantee that these networks will be available at any time. If, in the opinion of the contractor, the functioning of the computer systems or network of the contractor or third parties and/or the provision of services via a network is endangered, in particular as a result of excessive sending of e-mail or other data, poorly secured systems or activities

- by viruses, Trojans and similar software, the contractor is entitled to take all measures which he deems reasonably necessary to avert or prevent this danger.
- 31.3 Based on the information provided by the contractor about measures to prevent and limit the consequences of breakdowns, errors and other imperfections in the SaaS service, mutilation or loss of data or other incidents, the customer will make an inventory of the risks for his organisation and, if necessary, take additional measures. The contractor declares that, at the customer's request, it is willing to cooperate, within reason, in further measures to be taken by the customer, on (financial) conditions to be set by the contractor. The contractor will never be obliged to restore mutilated or lost data other than to restore the last available back-up of the data concerned, where possible.
- 31.4 The contractor does not guarantee that the SaaS-service will be adapted in time to changes in relevant legislation and regulations.
- 31.5 Unless otherwise agreed in writing (Article 19), the contractor will not make any backups available to the customer. It is therefore the customer's responsibility to make back-up copies of any data stored with the contractor or a third party.

Article 32. Commencement of service; remuneration

- 32.1 The SaaS service (and any related support) to be provided by the contractor shall commence within a reasonable period after the conclusion of the agreement. If not agreed otherwise, the SaaS service will commence when the contractor makes available the means of access to the SaaS service. The customer will ensure that it has the facilities required for the use of the SaaS service at its disposal immediately after entering into the agreement.
- 32.2 The customer shall pay the remuneration for the SaaS service as included in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by the contractor are due in advance each calendar month.

Article 33. Additional provisions

- 33.1 The following articles 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, 42.4, 43.1 and 43.2. In these articles the words 'software' is to be read as 'SaaS-service' and 'delivery' as 'commencement of service'.

Chapter 14. Software

In addition to the General Provisions of these General Terms and Conditions, the provisions in this 'Software' chapter apply if the contractor makes software, apps, associated data (banks) and/or user documentation (jointly referred to as 'software' in these General Terms and Conditions) available to the customer for use other than on the basis of a SaaS service.

Article 34. Right of use and restrictions of use

- 34.1 The contractor shall make the agreed software available to the customer for use during the term of the agreement on the basis of a user licence. The right to use the software shall be non-exclusive, non-transferable, non-pledgeable and non-sub-licensable.
- 34.2 The obligation of the contractor to make the software available and the customer's right of use shall extend exclusively to the so-called object code of the software. The customer's right of use will not extend to the source code of the software. The source code of the software and the technical documentation created in developing the software shall not be made available to the customer, not even if the customer is prepared to pay financial compensation for this.

- 34.3 The customer shall always strictly comply with the agreed restrictions, of whatever nature or content, on the right to use the software.
- 34.4 If parties have agreed that the software may only be used in combination with certain equipment, the customer shall be entitled to use the software, in the event of a possible malfunction of the equipment, on other equipment with the same qualifications for the duration of the malfunction.
- 34.5 The contractor may require that the customer does not put the software into operation until after the customer has obtained one or more codes required for its use from the contractor, its subcontractor or the producer of the software.
- 34.6 Customer may only use the software in and for the benefit of its own company or organisation and only to the extent necessary for the intended use. Customer shall not use the software for the benefit of third parties, for instance in connection with Software-as-a-Service (SaaS) or outsourcing.
- 34.7 The customer shall never be permitted to sell, rent out, dispose of 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 it available to a third party in any way, for any purpose or under any title whatsoever. Nor shall the customer give a third party - whether or not remotely (online) - access 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 the customer.
- 34.8 If requested, the customer shall immediately lend his cooperation to an investigation to be carried out by or on behalf of the contractor regarding compliance with the agreed restrictions on use. The customer will grant access to its premises and systems at the contractor's first request. The contractor shall treat as confidential all confidential business information obtained from or at the customer's premises in the context of an investigation, insofar as such information does not relate to the use of the software itself.
- 34.9 The parties agree that the agreement concluded between the parties, insofar as it relates to the provision of software for use, shall never be regarded as a purchase agreement.
- 34.10 The contractor is not obliged to maintain the software and/or provide support for users and/or administrators of the software. If, contrary to the aforementioned, the contractor is requested to provide maintenance and/or support for the software, the contractor may require that the customer enters into a separate written agreement for that purpose.

Article 35. Delivery and installation

- 35.1 The contractor shall, at its option, deliver the software on the agreed format data carrier or, in the absence of agreements in this respect, on a format data carrier to be determined by the contractor, or make the software available to the customer online for delivery. Any agreed user documentation shall be provided in paper or digital form, in a language determined by the contractor, at the contractor's discretion.
- 35.2 The contractor will only install the software at the customer's premises if this has been agreed. In the absence of agreements in this regard, the customer will install, organise, parameterise and tune the software itself and, if necessary, adapt the equipment and user environment used.

Article 36. Acceptance

- 36.1 If the parties have not agreed on an acceptance test, the customer will accept 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 obligations of the contractor as referred to in Article 40. In the aforementioned case, the software will be deemed to have been accepted by the customer upon delivery or, if it has been agreed in writing that the contractor is to install the software, upon completion of the installation.

- 36.2 If an acceptance test has been agreed between the parties, the provisions of articles 36.3 up to and including 36.10 shall apply.
- 36.3 Wherever these General Terms and Conditions refer to 'errors', this shall be understood to mean a substantial failure on the part of the software to meet the functional or technical specifications of the software expressly made known in writing by the contractor, and, in the event that the software is entirely or partly custom-made, to meet the functional or technical specifications expressly agreed in writing. There is only question of an error if the customer can demonstrate it and if it is also reproducible. The customer shall be obliged to report errors immediately. The contractor shall not have any obligations with regard to other imperfections in or on the software other than those relating to 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 (14) days from delivery or, if it has been agreed in writing that the installation is to be carried out by the contractor, fourteen (14) days from completion of the installation. During the test period, the customer is not entitled to use the software for productive or operational purposes. The customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 36.5 If an acceptance test has been agreed, the customer is obliged to check that the software supplied complies with the functional or technical specifications expressly made known by the contractor in writing and, if and insofar as the software is partly or wholly customised, with the functional or technical specifications expressly agreed in writing.
- 36.6 If data is used for testing on behalf of the customer, the customer shall ensure that the use of such data for this purpose is permitted.
- 36.7 The software shall be deemed accepted between the parties:
- if parties have agreed on an acceptance test: on the first day after the test period, or
 - if the contractor receives a test report as referred to in article 36.8 before the end of the test period: at the moment that the errors mentioned in that test report have been repaired, without prejudice to the presence of errors which do not hinder acceptance in accordance with article 36.9, or
 - if the customer makes any use of the software for productive or operational purposes: at the time of the relevant use.
- 36.8 If, during the performance of the agreed acceptance test, it transpires that the software contains errors, the customer will report the test results to the contractor in writing, clearly and in detail, no later than on the last day of the test period. The contractor will make every effort to remedy the aforementioned errors within a reasonable period of time, whereby the contractor is entitled to introduce temporary solutions, program diversions or problem-avoiding restrictions.
- 36.9 The customer may not withhold acceptance of the software for reasons not related to the specifications explicitly agreed upon between the parties in writing, nor due to the existence of minor errors, i.e. errors that do not reasonably prevent the operational or productive use of the software, without prejudice to the contractor's obligation to remedy these minor errors within the scope of the guarantee scheme set out in Article 40. Acceptance may furthermore not be withheld due to 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 phases and/or parts, the non-acceptance of a particular phase and/or part shall not affect the acceptance of an earlier phase and/or another part.
- 36.11 Acceptance of the software in one of the ways referred to in this article shall result in the contractor being discharged for the performance of its

obligations concerning the provision and delivery of the software and, if installation of the software by the contractor has also been agreed, its obligations concerning the installation.

36.12 Acceptance of the software shall not affect the customer's rights under article 36.9 concerning minor errors and article 40 concerning the guarantee.

Article 37. Availability

37.1 The contractor shall make the software available to the customer within a reasonable period of time after entering into the agreement.

37.2 Immediately after the agreement is terminated, the customer shall return all copies of the software in his possession to the contractor. If it has been agreed that the customer will destroy the copies concerned at the end of the agreement, the customer shall immediately notify the contractor in writing of such destruction. On or after the expiry of the agreement, the contractor will not be obliged to provide any assistance with a view to data conversion requested by the customer.

Article 38. Right of use fee

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

a. if the parties have not agreed that the contractor shall install the software: upon delivery of the software; or in the event of periodic user right fees, upon delivery of the software and subsequently upon commencement of each new user right period.

b. if the parties have agreed that the contractor shall install the software: upon completion of that installation; or in the event of periodic right of use fees payable upon completion of that installation and subsequently upon commencement of each new right of use period.

Article 39. Changes in the software

39.1 Subject to mandatory statutory exceptions, the customer will not be entitled to modify the software in whole or in part without the prior written permission of the contractor. Contractor shall be entitled to refuse its permission or to attach conditions thereto. The customer shall bear the full risk of all changes made by or on behalf of the customer by third parties, with or without the approval of the contractor.

Article 40. Guarantee

40.1 The contractor shall make every effort to remedy errors within the meaning of Article 36.3 within a reasonable period if they are reported in writing to the contractor within a period of one month after delivery, or, if an acceptance test has been agreed, within one month after acceptance. The contractor does not guarantee that the software is suitable for the actual and/or intended use. Nor does the contractor guarantee that the software will operate without interruption and/or that all errors will always be corrected. Repair will be free of charge other than at a fixed price, in which case the contractor will charge the cost of repair in accordance with its usual rates.

40.2 The contractor may charge the costs of repair in accordance with its usual rates, in the event of operating errors or injudicious use on the part of the customer or other causes not attributable to the contractor. The obligation to repair shall lapse if the customer makes changes or has changes made to the software without the written permission of the contractor.

40.3 Errors shall be repaired at a location and in a manner to be determined by the contractor. The contractor shall be entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software.

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

- 40.5 The contractor shall have no obligation of any kind or content with regard to faults reported after the expiry of the guarantee period referred to in article 40.1.

Chapter 5. Software and website development

The provisions set out in this Chapter 'Software and website development' shall apply, in addition to the General Provisions of these General Terms and Conditions, if the Contractor designs and/or develops software as described in Chapter 4 and/or websites for the Client and possibly installs the software and/or websites.

Article 41. Specifications and development of software and/or websites

- 41.1 Development always takes place on the basis of a commission contract. If specifications or a design of the software and/or website to be developed have not already been provided to the contractor prior to or at the time of the conclusion of the agreement, the parties will specify in writing, in proper consultation, which software and/or website will be developed and how the development will be carried out.
- 41.2 The contractor shall develop the software and/or website with due care, with due observance of the explicitly agreed specifications or design and - if applicable - with due observance of the project organisation, methods, techniques and/or procedures agreed in writing with the customer. Prior to commencing the development work, the contractor may require the customer to declare in writing that he agrees with the specifications or the design.
- 41.3 In the absence of specific agreements in this regard, the contractor will commence the design and/or development work within a reasonable period to be determined by him following the conclusion of the agreement.
- 41.4 If requested, the customer shall give the contractor the opportunity to perform the work outside the usual working days and hours at the customer's office or location.
- 41.5 The performance obligations of the contractor for the development of a website do not include the provision of a so-called 'content management system'.
- 41.6 If the parties agree that the contractor will also provide training, maintenance and/or support in addition to the development and/or a domain name is also applied for by the contractor, the contractor may require the customer to enter into a separate written agreement for this. This work will be charged separately at the contractor's usual rates.
- 41.7 If the contractor performs services for the ordering customer concerning a domain name, such as the application, granting, alienation or transfer to a third party, the ordering customer has to consider the rules and working methods of the relevant authority/ies. Upon request, the contractor shall provide the client with a written copy of those rules. The contractor explicitly accepts no responsibility for the correctness or timeliness of the service provided or the achievement of the results intended by the customer. The customer shall pay all costs related to the application and/or registration in accordance with the agreed rates, or in the absence of agreed rates, the contractor's usual rates. The contractor does not guarantee that a domain name requested by the customer will be allocated to the customer.

Article 42. Agile development of software/websites

- 42.1 If parties use an iterative development method (e.g. scrum), parties accept: (i) that the work will not be performed on the basis of complete or fully worked out specifications at the start; and (ii) that specifications, which may or may not have been agreed at the start of the work, can be adjusted during the execution of the agreement by mutual consent, taking into account the project approach that is appropriate for the development method concerned.

- 42.2 Before the start of the performance of the agreement, the parties shall put together one or more teams consisting of representatives of both the contractor and the customer. The team will ensure that the lines of communication remain short and direct and that consultations take place on a regular basis. The parties will provide for the deployment of agreed capacity (FTEs) of team members in the roles and with the knowledge, experience and decision-making authority required for the performance of the agreement. Parties accept that for the success of the project the agreed capacity is minimally required. Parties shall endeavour to keep once deployed key persons 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, parties will jointly make decisions in proper 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. Customer accepts the risk that the software and/or website does not necessarily meet all specifications. The customer shall ensure a permanent, active input and cooperation of relevant end users, supported by the customer's organisation, including with regard to testing and with regard to (further) decision-making. The customer shall guarantee diligence in the progress decisions to be taken by him during the execution of the agreement. In the absence of timely and clear progress decisions on the part of the customer in accordance with the project approach associated with the development method concerned, the contractor is entitled - but not obliged - to take the decisions it deems appropriate.
- 42.3 If parties agree on one or more test moments, testing will only take place on the basis of objective, measurable and previously agreed criteria (such as conformance to development standards). Errors or other imperfections shall only be corrected if the responsible team decides so and shall be implemented within a subsequent iteration. If an additional iteration proves necessary for this, the costs are for the customer. After the final development phase, the contractor is not obliged to carry out repair activities with regard to errors or other imperfections, unless explicitly agreed otherwise in writing.

Article 43. Delivery, installation and acceptance

- 43.1 The provisions of Article 35 on delivery and installation shall apply accordingly.
- 43.2 Unless, pursuant to the agreement, the contractor is to "hash" the software and/or website out on its own computer system for the benefit of the contractor, the contractor will deliver the software and/or website to the customer on a data carrier and in a form to be determined by it or make it available online for delivery to the customer.
- 43.3 The provisions of Article 36 of these General Terms and Conditions regarding acceptance shall apply accordingly. If parties make use of a development method as referred to in article 42, the provisions of articles 36.1, 36.2, 36.4 through 36.9, 36.12 and articles 40.1 and 40.5 do not apply. Customer will accept the software and/or website in the condition it is in at the time of the end of the last development phase ('as is, where').

Article 44. Right of use

- 44.1 The contractor shall make the software and/or website developed on the customer's instructions and any user documentation developed for that purpose available to the customer for use.
- 44.2 Only if agreed in writing shall the source code of the software and the technical documentation created during the development of the software be made available to the customer, in which case the customer shall be entitled to make amendments to the software.

- 44.3 The contractor 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 on the right of use and restrictions on use shall apply accordingly.
- 44.5 Only if it is expressly apparent from the contents of the written agreement that all design and development costs of software developed by the contractor specifically for the customer are to be borne fully and exclusively by the customer, will - contrary to the provisions of Article 44.4 - no restrictions apply to the customer's right to use the software and/or website made available and paid for by the customer.

Article 45. Fees

- 45.1 In the absence of an agreed payment schedule, all amounts relating to the design and development of software and/or websites shall be due in arrears per calendar month.
- 45.2 Included in the price for the development work is also the compensation for the right to use the software and/or website during the term 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 the 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.

Article 46. Guarantee

- 46.1 The provisions of Article 40 on guarantee shall apply accordingly.
- 46.2 The contractor does not guarantee that the software and/or website developed by him will work properly in conjunction with all types or new versions of web browsers and any other software and/or websites. Nor does the contractor guarantee that the software and/or website will work properly in conjunction with all types of equipment.

Chapter 6. Software maintenance and support

In addition to the General Provisions of these General Terms and Conditions, the decisions set out in this Chapter 'Software Maintenance and Support' shall apply if the Supplier provides services in the area of software maintenance and support for the use of that software.

Article 47. Maintenance services

- 47.1 If agreed, the contractor shall perform maintenance on the software specified in the agreement. The maintenance obligation shall include repairing errors in the software within the meaning of article 36.3 and - such exclusively if agreed in writing - providing new versions of the software in accordance with article 48.
- 47.2 The customer shall report any errors found in the software in detail. After receipt of the report, the contractor shall, in accordance with its usual procedures, make every effort to repair errors and/or implement improvements in subsequent new versions of the software. Depending on the urgency and the version and release policy of the contractor, the results will be made available to the customer in the manner and within the period to be determined by the contractor. The contractor is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software. Customer shall install, organise, parameterise and tune the corrected software or the new version of the software made available and, if necessary, adapt the equipment used and the user environment. The contractor shall never be obliged to repair imperfections other than those referred to in this article. In the event that the contractor is prepared to carry out repairs with regard to

- such other imperfections, the contractor shall be entitled to charge a separate fee for this.
- 47.3 The provisions of articles 40.3 and 40.4 shall apply accordingly.
- 47.4 If the contractor carries out the maintenance online, the customer shall ensure a sound and adequately secured infrastructure and network facilities in good time.
- 47.5 The customer shall render all cooperation to the maintenance requested by the contractor, including temporarily suspending use of the software and making a back-up of all data.
- 47.6 If the maintenance relates to software not supplied to the customer by the contractor, the customer shall, if the contractor deems this necessary or desirable for the maintenance, make the source code and technical (development) documentation of the software (including data models, designs, change logs, etc.) available. The customer guarantees that he is entitled to make such availability available. The customer grants the contractor the right to use and change the software, including the source code and technical (development) documentation, as part of the performance of the agreed maintenance.

Article 48. New software versions

- 48.1 Maintenance shall include the provision of new versions of the software only if and insofar as agreed in writing. If the maintenance includes making new versions of the software available, this will be done at the contractor's discretion.
- 48.2 One month after an improved version has been made available, the contractor shall no longer be obliged to correct errors in the previous version or to provide support and/or maintenance with regard to a previous version.
- 48.3 The contractor may require that the customer enter into a further written agreement with the contractor for the provision of a version with new functionality and that a further fee be paid for such provision. The contractor may take over functionality from a previous version of the software unchanged but does not guarantee that each new version will contain the same functionality as the previous version. The contractor is not obliged to maintain, amend or add specific properties or functionalities of the software for the customer.
- 48.4 The contractor may require the customer to adjust its system (hardware, web browser, software, etc.) if this is necessary for the proper functioning of a new version of the software.

Article 49. Support services

- 49.1 If the services provided by the contractor under the agreement also include support for users and/or administrators of the software, the contractor will provide advice online, by telephone or by e-mail on the use and functioning of the software referred to in the agreement. The customer will give as full and detailed a description as possible of reports in the context of support, so that the contractor is given the opportunity to respond adequately. The contractor may impose conditions on the manner of reporting, qualifications and the number of persons eligible for support. Contractor will deal with well-founded requests for support within a reasonable period of time according to its usual procedures. The contractor does not guarantee the correctness, completeness or timeliness of responses or support provided. Support shall be provided on working days during the normal opening hours of the contractor.
- 49.2 If, pursuant to the agreement, the contractor's services also include the provision of so-called 'stand-by services', the contractor shall keep one or more members of his staff on hand during the days and at the times stipulated in the agreement. In that case, the Commissioning Party shall be entitled to call on the support of the stand-by staff in the event of an

- emergency and in the event of serious breakdowns, errors and other serious deficiencies in the performance of the software. The contractor does not guarantee that these will be remedied in time.
- 49.3 The maintenance and the other agreed services referred to in this chapter shall be performed as from the day on which the agreement is entered into, unless the parties have agreed otherwise in writing.

Article 50. Fees

- 50.1 In the absence of an explicitly agreed payment schedule, all amounts pertaining to software maintenance and the other services stipulated in the agreement as referred to in this chapter shall be due in advance per calendar month.
- 50.2 Amounts relating to the maintenance of the software and the other services stipulated in the agreement as referred to in this chapter are due from the start of the agreement. The fee for maintenance and other services shall be due irrespective of whether the customer has taken the software into use or makes use of the possibility of maintenance or support.

Chapter 7. Advice and consultancy

The provisions set out in this 'Advice and consultancy' chapter shall, in addition to the General Provisions of these General Terms and Conditions, apply if the contractor provides services in the area of advice and consultancy, which are not carried out under the management and supervision of the customer.

Article 51. Execution of advice and consultancy services

- 51.1 The contractor shall carry out the advice and consultancy services entirely independently, at his own discretion and not under the supervision and direction of the customer.
- 51.2 Without the contractor's prior written consent, the customer is not entitled to make any announcement to a third party regarding the contractor's working methods, methods and techniques and/or the content of the contractor's advice or reports. The customer will not provide the advice or reports of the contractor to a third party or make them public in any other way.

Article 52. Reporting

- 52.1 The contractor shall periodically inform the customer about the execution of the work in the manner agreed in writing. The customer shall inform the contractor in writing in advance of circumstances that are or may be of importance to the contractor, such as the method of reporting, the issues to which the customer wishes attention, the customer's priorities, the availability of resources and personnel of the customer and special facts or circumstances that the contractor may not be aware of. The customer will ensure that the information provided by the contractor is disseminated and acknowledged within the customer's organisation and will assess the information on that basis and inform the contractor accordingly.

Article 53. Fees

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

Chapter 8. Secondment services

The provisions set out in this 'Secondment services' chapter apply, in addition to the General provisions of these General Terms and Conditions, if the contractor provides one or more employees to the customer to work under the customer's supervision and management.

Article 54. Secondment services

- 54.1 The contractor shall make the employee named in the agreement available to the customer to perform work under the management and supervision of the customer. The results of the work shall be at the customer's risk. Unless otherwise agreed in writing, the employee will be made available to the client for forty (40) hours a week during the working days customary for the contractor.
- 54.2 The customer may only deploy the employee made available for work other than that agreed upon if the contractor has given his prior written consent.
- 54.3 The customer is only permitted to loan the employee to a third party in order to work under the management and supervision of that third party if this has been expressly agreed in writing.
- 54.4 The contractor shall make every effort to ensure that the employee made available remains available for work during the term of the agreement on the agreed days, except in the event of illness or termination of the employee's employment. Even if the agreement is entered into with a view to performance by a particular person, the contractor is always entitled, after consultation with the customer, to replace this person with one or more persons with the same qualifications.
- 54.5 The customer shall be entitled to request the replacement of the assigned employee (i) if the assigned employee demonstrably fails to meet expressly agreed quality requirements and the customer notifies the contractor of this, stating reasons, within three (3) working days of commencement of the work, or (ii) in the event of long-term illness or termination of the employment of the assigned employee. The contractor shall give immediate priority to the request. The contractor does not guarantee that replacement will always be possible. If replacement is not or not immediately possible, agreements of the client on further fulfilment of the agreement as well as all claims of the client on further fulfilment of the agreement shall lapse. Customer's payment obligations concerning the work carried out shall remain unaffected.

Article 55. Duration of the secondment agreement

- 55.1 In deviation from 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 have a term of indefinite duration, in which case a notice period of one calendar month shall apply to each of the parties after the possible duration. Notice of termination must be given in writing.

Article 56. Duration, working hours and working conditions

- 56.1 The working hours, holiday and rest times, working hours and other relevant terms and conditions of employment of the assigned employee are the same as that customary with the customer. The customer guarantees that the work, holiday and rest times, working hours and other relevant employment conditions comply with the relevant legislation and regulations.
- 56.2 The customer will inform the contractor of any intended (temporary) closure of his company or organisation.

Article 57. Overtime compensation and travel time

- 57.1 If the employee placed at the disposal of the customer, by order or at the request of the customer, works longer per day than the agreed or usual number of working hours or works outside the working days customary at the contractor, the customer owes the agreed overtime rate for these hours or, in

the absence of an agreed overtime rate, the contractor's usual overtime rate. If requested, the contractor will inform the customer of the applicable overtime rates.

- 57.2 Costs and travel time shall be charged to the customer in accordance with the rules and standards customary for the contractor. On request, the contractor shall inform the customer of the customary rules and standards.

Article 58. Recipients' liability and other liabilities

- 58.1 The contractor shall ensure timely and full payment of the wage tax, social security contributions, employee insurance contributions, income-related contribution pursuant to the Healthcare Insurance Act (Zorgverzekeringswet) and turnover tax to be paid for the assigned employee in connection with the agreement. The contractor shall indemnify the customer against all claims by the tax authorities or bodies implementing social insurance legislation which are due as a result of the agreement with the customer, on condition that the customer immediately informs the contractor in writing of the existence and content of the claim and leaves the handling of the matter, including the making of any settlements, entirely to the contractor. To this end, the customer will provide the necessary powers of attorney, information and cooperation to the contractor to defend itself, if necessary, in the customer's name, against these claims.
- 58.2 The contractor accepts no liability for the quality of the results of work carried out under the supervision and management of the customer.

Chapter 9. Purchase of equipment

The provisions set out in this Chapter 'Purchase of Equipment' shall, in addition to the General Provisions of these General Terms and Conditions, apply if the contractor sells equipment of any kind and/or other items (tangible objects) to the customer.

Article 59. Purchase and sale

- 59.1 The contractor shall sell the equipment and/or other items according to the nature and number as agreed in writing.
- 59.2 The contractor does not warrant that, upon delivery, equipment and/or items are suitable for the actual and/or intended use by the customer, unless the written agreement clearly specifies the intended use without reservation.
- 59.3 The sales obligation of the contractor does not include assembly and installation materials, software, consumables, batteries, stamps, ink cartridges, toner articles, cables and accessories.
- 59.4 The contractor does not guarantee that the assembly, installation and operating instructions accompanying the equipment and/or items are error-free and that the equipment and/or items have the properties stated in these instructions.

Article 60. Delivery

- 60.1 The equipment and/or items sold by the contractor to the customer shall be delivered to the customer ex-warehouse. The contractor shall deliver the goods sold to the customer (or have them delivered) to a place designated by the customer if this has been agreed in writing. In that case, Contractor shall notify Client, if possible, in good time prior to delivery, of the time at which it or the transporter it engages intends to deliver the equipment and/or goods.
- 60.2 The costs of transport, insurance, hoisting and lifting, hiring of temporary facilities, etc. shall not be included in the purchase price and shall be charged to the client where applicable.
- 60.3 If the customer requests the contractor to remove or destroy old materials (such as networks, cabinets, cable trays, packaging materials, equipment or data on equipment) or if the contractor is legally obliged to do so, the contractor may accept this request by means of a written order at its usual

- rates. If and in so far as the contractor is not permitted by law to demand payment of a fee (e.g., under the so-called 'old-for-new' scheme), it shall not demand such payment from the customer.
- 60.4 If the parties have agreed in writing, the contractor will install, configure and/or connect the equipment and/or items or have them connected. Any obligation to install and/or configure equipment by the contractor shall not include the performance of data conversion or the installation of software. The contractor is not responsible for obtaining any necessary permits.
- 60.5 Contractor is always entitled to execute the agreement in partial deliveries.

Article 61. Trial set-up

- 61.1 Only if agreed in writing shall the contractor be obliged to install a trial set-up with regard to the equipment in which the customer is interested. The contractor may attach (financial) conditions to a trial set-up. A trial set-up involves temporarily placing equipment in a standard version, exclusive of accessories, in a room to be made available by the customer, before the customer makes a final decision on whether or not to purchase the equipment concerned.

Article 62. Environmental requirements

- 62.1 The customer shall ensure an environment that meets the requirements specified by the contractor for the equipment and/or items, including temperature, air humidity and technical environment requirements.
- 62.2 The customer shall ensure that work to be carried out by third parties, such as construction work, shall be carried out adequately and on time.

Article 63. Guarantee

- 63.1 The contractor shall make every effort to repair, free of charge, material and manufacturing defects in the equipment and/or other items sold, as well as in parts supplied by the contractor under warranty, within a reasonable period if such defects have been reported in detail to the contractor within a period of one month of delivery. If, in the judgment of the contractor, repair is not possible, will take too long or will involve disproportionately high costs, the contractor will be entitled to replace the equipment and/or items with other similar, but not necessarily identical, equipment and/or items free of charge. Data conversion that becomes necessary as a result of repair or replacement will not be covered by the guarantee. All replaced parts will become the property of the contractor. The guaranteed commitment shall lapse if defects in the equipment, items or parts are wholly or partially the result of incorrect, careless or incompetent use, of external causes such as fire or water damage, or if the customer, without the contractor's permission, makes changes or causes changes to be made to the equipment or parts supplied by the contractor under the guarantee. The contractor shall not withhold such permission on unreasonable grounds.
- 63.2 Any other or further appeal by the customer on non-conformity of the delivered equipment and/or goods than the provisions in article 63.1 is excluded.
- 63.3 The costs of work and repairs outside the scope of this guarantee shall be charged by the contractor in accordance with his usual rates.
- 63.4 The contractor has no obligation under the purchase agreement with regard to faults and/or other defects reported after the expiry of the guarantee period referred to in Article 63.1.

Chapter 10. Equipment maintenance

The provisions set out in this Chapter entitled 'Equipment maintenance' shall, in addition to the General Provisions of these General Terms and Conditions, apply if the Contractor maintains equipment of any kind for the Client.

Article 64. Maintenance services

- 64.1 The contractor shall perform maintenance with regard to the equipment referred to in the agreement, provided that the equipment is installed in the Netherlands.
- 64.2 During the time that the contractor has the equipment in his custody, the customer shall not be entitled to temporary replacement equipment.
- 64.3 The content and scope of the maintenance services to be provided and any associated service levels shall be laid down in a written agreement. In the absence of such an agreement, the contractor shall be obliged to make every effort to remedy, within a reasonable period, any malfunctions which have been duly reported to the contractor in writing by the customer. In this chapter of the General Terms and Conditions, the term 'malfunction' is understood to mean that the equipment does not meet the specifications of the equipment expressly made known by the Contractor in writing or does not do so without interruption. A malfunction shall only exist if the customer can demonstrate the malfunction and the malfunction in question can also be reproduced. The contractor shall also be entitled, but not obliged, to perform preventive maintenance.
- 64.4 The customer shall, immediately after a malfunction has occurred in the equipment, notify the contractor thereof by means of a detailed written description.
- 64.5 The customer shall give all cooperation required by the contractor by means of the maintenance, such as temporarily suspending use of the equipment. The customer shall be obliged to grant the contractor's personnel, or third parties designated by the contractor access to the site of the equipment, to provide all other necessary cooperation and to make the equipment available to the contractor for the purpose of maintenance.
- 64.6 Before the customer hands over the equipment to the contractor for maintenance, the customer shall ensure that a full and functional back-up has been made of all software and data recorded in or on the equipment.
- 64.7 At the request of the contractor, an employee of the customer who is knowledgeable on the subject will be present during the maintenance work for consultation.
- 64.8 The customer is authorised to connect equipment and systems not supplied by the contractor to the equipment and to install software on them.
- 64.9 If, in the opinion of the contractor, maintenance of the equipment requires that the equipment be connected to other equipment or software, the customer shall make the other equipment and software concerned, as well as the test procedures and data carriers, available to the contractor.
- 64.10 The test material required for the maintenance, which is not part of the normal equipment of the contractor, shall be made available by the customer.
- 64.11 The customer shall bear the risk of loss or theft of or damage to the equipment during the period that the contractor has this in his possession for maintenance purposes. The customer shall be responsible for insuring this risk.

Article 65. Maintenance fee

- 65.1 The maintenance price does not include:
- costs of (the replacement of) consumables such as batteries, stamps, ink (cartridges), toner items, cables and accessories.

- costs of (the replacement of) parts as well as maintenance services for the repair of malfunctions which are caused, in whole or in part, by attempts at repair made by parties other than the contractor.
 - work for the overhaul of the equipment.
 - Modifications to the equipment.
 - moving, relocating, reinstalling or transporting costs for the repair of equipment or work resulting therefrom.
- 65.2 The fee for maintenance shall be due irrespective of whether the client has taken the equipment into use or is availing himself of the opportunity for maintenance.

Article 66. Exclusions

- 66.1 The contractor's obligations under the maintenance agreement do not include work to investigate or repair faults that are the result of or are related to user errors, improper use of the equipment or external causes, such as defects in the Internet, data network connections, voltage supplies or connections with equipment, software or materials that are not covered by the maintenance agreement.
- 66.2 The maintenance obligations of the contractor do not include:
- the investigation or repair of malfunctions which are the result of or are related to changes in the equipment other than those made by or on behalf of the contractor.
 - the use of the equipment contrary to the applicable terms and conditions and the failure of the customer to have the equipment serviced in a timely manner.
 - The maintenance obligations of the contractor do not include investigation or repair of malfunctions that are related to software installed on the equipment.
- 66.3 The contractor may charge (additional) maintenance and/or examination costs incurred in connection with the provisions of articles 66.1 and/or 66.2 in accordance with its usual rates.
- 66.4 Contractor shall never be obliged to restore data mutilated or lost as a result of malfunctions and/or maintenance.

Chapter 11. Standard clauses for payroll administration

The provisions set forth in this Chapter 'Standard clauses for payroll administration' shall, in addition to the General Provisions of these General Terms and Conditions (Chapter 1), apply if, within the context of the performance of the Agreement, the Contractor provides services relating to the administration of payroll payments.

Article 67. Payroll processing

- 67.1 The services in respect of payroll processing by the contractor shall - if agreed - also include Collective Labour Agreement ("CAO") services. The customer will be informed about which collective labour agreements are supported.
- 67.2 Contractor shall endeavour to adapt the application(s) used by him in the performance of his salary processing services to changes in relevant legislation or other regulations issued by competent authorities.
- 67.3 Many factors are important for the accuracy and completeness of payroll processing results, including the input from the customer and the chosen settings. Although the contractor shall always make every effort to ensure that the processed data are correct and complete, the contractor cannot guarantee that the payroll processing will be error-free for that reason. The customer therefore undertakes to check the accuracy and completeness of the data regularly. If the customer demonstrates that any imperfections, inaccuracies or incompleteness in the results of the payroll processing are a direct consequence of products, software, data carriers, procedures or operating

- actions for which the contractor is responsible under the agreement, the contractor shall repeat the payroll processing free of charge and as soon as possible in order to rectify these imperfections.
- 67.4 The customer is responsible for maintaining the deviations entered by him in relation to the standard collective agreements maintained by the contractor.
- 67.5 The contractor may make changes to the content or scope of the agreed services as a result of changes in relevant legislation and regulations as well as changes in other rules and regulations issued by competent authorities. If such changes result in a change of the procedures applicable at the customer's, the service provider will inform the customer about this as soon as possible and the costs of this change will be for the customer's account.