

General Terms and Conditions

Version: 20210403

1 Applicability of the Terms and Conditions

- 1.1 These Terms and Conditions shall apply to all offers and agreements whereby Taric Support B.V. (hereinafter '**the Supplier**') provides a client (hereinafter '**the Client**') with any goods and/or services whatsoever and however described. If any part of the Terms and Conditions conflicts or is incompatible with any of the provisions of a specific written agreement between the Supplier and the Client, the provisions of the specific agreement in question shall prevail with respect to the subject matter. Provisions in these Terms and Conditions that do not conflict with such specific written agreement shall continue to apply. In these Terms and Conditions the term '**Computer Service**' means the automatic processing of data with the aid of software and equipment managed by the Supplier.
- 1.2 Additions to or deviations from these general terms and conditions shall only apply where agreed in writing between the parties.
- 1.3 The applicability of any of the Client's purchasing or other conditions is specifically excluded.
- 1.4 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions will remain fully in effect. In this case, the Supplier and the Client will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.
- 1.5 If and in so far as Supplier makes products and services of third parties available to the Client or grants access to these products and services, the terms of the third parties in question may also apply to these products and services in the relationship between the Supplier and the Client, provided that the Client has been informed by Supplier about the applicability of the terms of such third parties and the Client has been given reasonable opportunity to take note of those terms. Contrary to the previous sentence, the Client cannot invoke a failure on the part of Supplier to meet the obligation meant in the previous sentence (i.e. to inform the Client about third party terms and give the Client the opportunity to take note of such terms) if the Client is a party as referred to in article 6:235 sub 1 or 3 of the Dutch Civil Code.

2 Offers

- 2.1 All offers and other statements issued by the Supplier are without obligation, unless Supplier explicitly indicates otherwise in writing.
- 2.2 The Client shall guarantee the accuracy and completeness of the information that it submits to the Supplier and on which the Supplier bases its offer. The Client shall at all time exercise the greatest possible care to ensure that the requirements that it expects the Supplier's services to meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on the Supplier, except where explicitly specified otherwise by the Supplier.

3 Services

- 3.1 The Supplier shall provide the Client with the service specified in the agreement between the parties. Other than Supplier's web-based application, the Supplier may render services in the field of Application Service Provision, Application Programming Interface, Software as a Service and / or Computer Service, as well as the other services agreed between the parties. If the agreement also includes this, the Supplier will install the software specified in the agreement on the infrastructure indicated by the Supplier. The Supplier is not responsible for the purchase and / or proper functioning of the infrastructure of Client or that of third parties.
- 3.2 Unless otherwise agreed in writing, the Client is responsible for the management, including inspection of the settings, the use of the service and the manner in which the results of the service are used. The Client is also responsible for instructions to, and use by, users, regardless of whether these users have a business relationship with the Client. In the absence of express agreements on this subject, the Client shall install, set up, parameterize, adjust the (auxiliary) software required on its own equipment, and, if necessary, adjust the equipment used, other (auxiliary) software and operating environment and realize the interoperability desired by the Client.
- 3.3 If the services to the Client also include support to users on the basis of the agreement, the Supplier will advise by telephone or by e-mail about the use and functioning of the software mentioned in the agreement and about the use made of the service. The Supplier can set conditions for the qualifications and the number of contact persons that are eligible for support. The Supplier will handle properly substantiated requests for support within a reasonable period of time. The Supplier cannot guarantee the correctness, completeness or timeliness of reactions or support offered. Unless otherwise agreed in writing, support is only provided on working days during the usual opening hours of the Supplier.
- 3.4 If the services to the Client in principle do not include making backups of the Client's data. Back-up and data recovery are the Client's own responsibility.

4 Execution of services

- 4.1 The Supplier can put the service entirely or partly temporarily out of use for preventive, corrective or adaptive maintenance. The Supplier shall put the service out of use not longer than necessary. If possible, it shall be put off service out of office hours and, depending on the circumstances, commence after notifying the Client.
- 4.2 All equipment, software and items used by the Supplier in the provision of service remain the property or intellectual property of the Supplier or its suppliers, also in the event that the Client pays a fee for the development or purchase thereof by the Supplier.
- 4.3 The Supplier is never obliged to provide the Client with a physical carrier of the software, in the context of the software provided and offered to the Client in the context of Application Service Provision and / or Service as a Service, and the software used by the Supplier in the context of Computer Service.

5 Service Level Agreement

- 5.1 Any agreements concerning the level of service (Service Level Agreement) are always only explicitly agreed in writing. The Client will always inform the Supplier of all circumstances that may affect the service and the availability thereof. If agreements about the level of service are made, then the availability will be measured with the exclusion of previously mentioned shutdown due to maintenance as well as circumstances that are beyond the control of the supplier, and with due observance of the service as a whole during the term of the agreement. Unless there is evidence to the contrary, the availability and service level measured by the supplier will be regarded as comprehensive proof.

6 Fair and Prohibited Use of Information

- 6.1 The Client shall not republish or otherwise disclose the information obtained through the Supplier's services and software (the '**Information**') to any third party except as required by law or government regulation
- 6.2 Under the agreement between the parties, the Client is granted a non-exclusive, non-transferable license to use the Information that can be obtained through the services agreed upon in the agreement. The Client may only use the Information for its internal business purposes and not for the use or benefit of any third party unless agreed otherwise in the agreement.
- 6.3 The Information is provided 'as is' and 'as available' without warranty from the Supplier of any kind. The Supplier expressly disclaims all representations and warranties with respect to the Information, express or implied, including, without limitation (i) any warranty as to the accuracy, timeliness, completeness, or the results to be obtained from the use of the Information; and (ii) the implied warranties of noninfringement, merchantability and fitness for a particular purpose, even if the Supplier has been informed of such purpose.
- 6.4 The Client agrees that the Information may contain third party materials provided by licensors of the Supplier or from open source databases. The Client acknowledges that the Supplier relies upon its licensors or the open source databases providing this Information. Accordingly, the Suppliers delivery of such Information is in all respects subject to the timely supply or availability of the relevant materials to Supplier.
- 6.5 The Client further agrees that its use of the services and/or Information is not intended to create or maintain, and does not service the purpose of the creation or maintenance of, a master file or database of any parts of the Information for itself or any third party recipient and is not intended to create and does not in any way serve as a substitute for the services of the Supplier.
- 6.6 The Client is granted a non-exclusive and non-transferable license to redistribute, solely within its own business applications, reports, presentations, graphs and other publications, limited excerpts of data contained in the Information, provided however, that (i) the portions of Information so distributed are only supportive and incidental in nature to the substance of such applications, reports, presentations, reports, graphs and other publications; (ii) the redistribution shall not be done (a) in such a manner that would eliminate the need for the Client's recipients to obtain a separate

license from Supplier to receive the Information, (b) in a recurrent manner as part of the distribution of automated reports to clients or other third parties; (iii) the Client shall not use the limited right of redistribution to offer or develop for sale and/or redistribution a product that competes with any product or service of the Supplier; and (iv) the Client assumes full liability for any such redistribution of the Information, and indemnifies and holds the Supplier harmless for any third party claims against the Supplier arising out of such redistribution.

7 Price and payment

- 7.1 In the absence of an agreed invoicing schedule, all amounts relating to the service provided by the supplier are due in advance each calendar month.
- 7.2 All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.
- 7.3 All cost estimates and budgets issued by the Supplier shall be merely indicative, except where specified otherwise in writing by the Supplier. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by the Supplier. An available budget made known by the Client to the Supplier shall under no circumstances apply as a (fixed) price agreed between the parties for the service to be provided by the Supplier. The Supplier shall only be obliged to notify the Client that there is a risk that a cost estimate or budget issued by the Supplier will be exceeded if this has been agreed between the parties in writing.
- 7.4 If the Client consists of more than one natural and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the agreement.
- 7.5 The relevant documents and information from the Supplier's administration or systems shall be conclusive evidence of the service provided by the Supplier and the amounts payable by the Client in return for this service, without prejudice to the Client's right to submit evidence to the contrary.
- 7.6 If the Client is subject to a periodic payment obligation, the Supplier shall be entitled to adjust the applicable prices and rates in writing subject to advance notice of at least three months. This change in prices and rates may also be effected by for instance a change in the number of credits for a certain rate. If the Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing (in Dutch: *opzegging*) with effect from the date on which the change is due to enter into force within thirty days following the date of notification. The Client shall not enjoy this right of termination, however, if (i) the actual increase in price remains below 3% of the original price, provided that subsequent price increases within a period of twelve months will for calculating the percentage be seen as one increase, (ii) if the parties have agreed that the applicable prices and rates shall be adjusted subject to due observance of an index or other standard agreed between the parties. In such case, the Client will also not receive prior notice of the price increase three months prior to the actual adjustment.
- 7.7 Amounts due shall be paid by the Client in accordance with the payment terms that have been agreed or that are stated on the invoice. If no specific arrangements have been made, the Client

shall effect payment within fourteen days after the date of invoice to be determined by the Supplier. The Client shall not be entitled to suspend any payments or to offset any amounts due.

- 7.8 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client any the outstanding amount without a demand or notice of default being required. If the Client still fails to pay the amount owed after receiving a demand or notice of default, the Supplier may refer the debt for collection, in which case the Client shall also be obliged to pay all legal and other costs in addition to the total amount due, including all costs charged by external experts. All of the foregoing rights of the Supplier are without prejudice to any of the Supplier's statutory and contractual rights.

8 Duration of the agreement

- 8.1 If the parties have not agreed on another term, and their agreement is a continuing performing contract, the agreement shall be entered into for a definite term of one calendar year after which the agreement will be tacitly renewed for subsequent one calendar year terms unless either party should terminate the agreement by serving written notice of termination (*opzegging*), with due observance of a notice period of three months prior to the end of the then current term. The agreement can also be terminated in the ways described in Article 17 of these Terms and Conditions.

9 Confidentiality and taking over of personnel

- 9.1 The Client and the Supplier shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature is kept secret. The party that receives such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the parties. As a basic principle, the Client must assume, acknowledges and agrees that all information received from the Supplier and all software made available is a trade secret of the Supplier and must be treated confidential.
- 9.2 During the term of the agreement and for one year following termination of the agreement, each of the parties shall only engage or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the implementation of the agreement after obtaining the prior written consent of the other party. Conditions may be attached to the aforementioned consent.

10 Privacy, data processing and protection

- 10.1 In the course of providing the services to the Client, the Supplier may process personal data that is subject to the European Union's General Data Protection Regulation, Regulation (EU) 2016/679 ("GDPR") or other data protection laws ("**Applicable Privacy Legislation**"). The parties maintain that the Supplier is the 'independent controller' in the sense of the GDPR with regard to the processing of personal data of personnel of the Client as described in the Privacy Statement of Supplier available on www.taricsupport.com which may be amended from time to time. If the Client provides the Supplier with such personal data of data subjects with whom the Supplier does not have any direct contact, the Client guarantees to provide these data subjects with all the information as

required under Applicable Privacy Legislation, so that the Supplier may rely on article 14, sub 5, section a of the GDPR.

- 10.2 If the Supplier deems this to be necessary for the purpose of implementing the agreement, the Client shall, upon request, notify the Supplier immediately in writing with regard to the manner in which the Client performs its obligations pursuant to Applicable Privacy Legislation.
- 10.3 The Client shall indemnify the Supplier against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Client or for which the Client is responsible pursuant to Applicable Privacy Legislation or otherwise, unless the Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to the Supplier.
- 10.4 In as far as the Client has any obligations under Applicable Privacy Legislation in relation to the processing of personal data in connection with the services provided by the Supplier or the agreement between parties, the Client guarantees to comply with these obligations. The Client shall indemnify the Supplier against any legal claim by third parties, on any grounds whatsoever, in connection with this processing of personal data. Supplier shall, as far as technically possible, cooperate to fulfil any of such obligations of the Client. The costs associated with this cooperation are not included in the agreed prices and fees of the Supplier and shall be fully invoiced to the Client.

11 Security

- 11.1 If the agreement stipulates that the Supplier is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the parties in writing. The Supplier does not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.
- 11.2 All access or identification codes and certificates provided by or on behalf of the Supplier are confidential and must be treated as such by the Client, and they may only be made known to authorised staff in the Client's own organization. Supplier is entitled to change the access or identification codes and certificates. The Client is responsible for managing these authorisations and for providing and duly revoking access and identification codes.
- 11.3 The Supplier shall be entitled to adapt the security measures from time to time if the Supplier deems that this is required as a result of change in circumstances.
- 11.4 The Client shall adequately secure its systems and infrastructure and keep these adequately secured.
- 11.5 The Supplier may give the Client instructions about security features intended to prevent or minimize incidents, or the consequences of incidents, that may affect security. If the Client fails to

(timely) follow the instructions of the Supplier or a relevant public authority, the Supplier is not liable and the Client shall indemnify and hold the Supplier harmless against any damages that may arise as a result.

- 11.6 The Supplier is at any time permitted to install technical and organizational facilities to protect hardware, data files website, software or data made available, software or other works to which the client has been granted access, whether directly or indirectly, also in connection with a restriction agreed on in the content or the duration of the right to use these objects. The Client may not remove or circumvent any of such technical facilities or have these removed or circumvented.

12 Intellectual property rights

- 12.1 If the Supplier is willing to undertake to transfer an intellectual property right, such an undertaking may only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right in respect of software, websites, data files, hardware or other material specifically developed for the Client shall be transferred to the Client, this shall not affect the Supplier's right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect the Supplier's right to carry out development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Client.
- 12.2 All intellectual property rights to the software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement shall remain exclusively vested in the Supplier, its licensors or its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions, in the agreement entered into by the parties and by the applicable mandatory law. Any rights of use granted to the Client shall be non-exclusive, non-transferable, non-pledgeable (*niet-verpandbaar*) to third parties and non-sublicensable.
- 12.3 The Client acknowledges and agrees that it may have access to or receive copyrighted material of third parties through the services rendered by Supplier. As mentioned in Article 1.5 the terms of conditions of such third parties may apply to the Client and thus also with respect to the use by the Client of the intellectual property rights of such third parties. The Client shall at all times at least comply with the obligations regarding Supplier's intellectual property rights as set forth in this Article 12 with respect to the intellectual property rights of third parties in as far as those are contained in the services of Supplier.
- 12.4 The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brands names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.

- 12.5 Even if the agreement does not explicitly provide for such authority, the Supplier shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction on the content or the term of the right to use these objects. The Client shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.
- 12.6 The Supplier shall indemnify the Client against any legal claims from third parties based on the assertion that software, websites, data files, hardware or other materials developed by the Supplier itself infringe an intellectual property right of the third party in question. This indemnification is subject to the Client promptly informing the Supplier in writing about the existence and content of the claim and the Client shall leave any settlement of the claim, entirely up to the Supplier. To this end, the Client provides the Supplier with a powers of attorney and information required and renders the assistance the Supplier requires to defend itself against such claims. This obligation to indemnify does not apply if the alleged infringement concerns (i) works or materials made available by the Client to the Supplier for use, modification, processing or maintenance or (ii) modifications that the Client has or had implemented the software, websites, data files, hardware or other works and materials without the Supplier's written permission. If it is irrevocably established in court that software, websites, data files, hardware or other works and materials developed by the Supplier itself should infringe any intellectual property right belonging to a third party, or if, in the Supplier's opinion, there is a good chance that such an infringement will occur, the Supplier ensures, if possible, that the Client can continue to use, or use functional equivalents of, the software, websites, data files, hardware or other works and materials delivered. Any other or further obligation that supplier might have to indemnify client against any infringement of a third party's intellectual property right is excluded.
- 12.7 The Supplier is never obliged to perform data conversion unless this has been explicitly agreed on with the Client in writing.

13 Performance of services and provision of data

- 13.1 The Supplier performs its services with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with the Client in writing. All services provided by the Supplier are performed on the basis of a best-efforts obligation unless and insofar as the Supplier has explicitly promised a result in the written agreement and the result concerned has been described in the agreement in a sufficiently precise manner.
- 13.2 the Supplier is not liable for any damage suffered or costs incurred as a result of the use or misuse that is made of access or identification codes or certificates or any other security means unless the misuse is the direct result of any intent or deliberate recklessness on the part of the Supplier's management.
- 13.3 If the agreement has been entered into with a view to it being performed by one specific person, the Supplier is always entitled to replace this person by one or more persons who have the same and/or similar qualifications.

- 13.4 The Supplier is not obliged to follow the Client's instructions when performing the services, more particularly not if these instructions change or add to the content or scope of the services agreed on. If such instructions are followed, however, the activities performed are charged at the Supplier's applicable rates.
- 13.5 All data provided through the software of the Supplier is provided on an 'as-is' basis without any warranty of any kind. The Supplier expressly disclaims all representations and warranties with respect to this data, including but not limited to any warranty as to the accuracy, timeliness, completeness, or the results to be obtained from the use of the data.

14 Obligations to cooperate

- 14.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely mutual cooperation. In order to facilitate the proper implementation of the agreement by the Supplier, the Client shall at all times provide the Supplier with all data or information that the Supplier deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Client deploys its own personnel and/or agents within the context of providing cooperation in the implementation of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.
- 14.2 The Client shall bear the risk of the selection, the use, the application and the management within its organisation of the software, hardware, websites, data files and other products and materials and of the services to be provided by the Supplier. The Client itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites, data files and other products and materials.
- 14.3 If the Client fails to make the data, documents, hardware, software, materials or employees that the Supplier deems useful, necessary or desirable for the purpose of implementing the agreement available to the Supplier, to make these available in good time or in accordance with the agreements, or if the Client fails to meet its obligations in any other way, the Supplier shall be entitled to suspend the implementation of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to the Supplier's right to exercise any other statutory and/or agreed right.
- 14.4 If the Supplier's employees are carrying out activities on the Client's business premises, the Client shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Client shall indemnify the Supplier against any claims by third parties, including the Supplier's employees, who suffer injury in connection with the implementation of the agreement as a result of an act or omission on the part of the Client or of unsafe situations within the Client's organisation. The Client shall notify the employees deployed by the Supplier of any applicable company rules or security rules prior to the commencement of the activities.

- 14.5 If use is made of computer, data or telecommunication facilities, including the internet, during the implementation of the agreement, the Client shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of the Supplier. The Supplier shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of these facilities, unless the Client is able to demonstrate that these losses or costs are the result of deliberate or wilful recklessness on the part of the Supplier's management.

15 Delivery dates

- 15.1 All (delivery) periods and (delivery) dates agreed or specified by the Supplier shall be established to the best of the Supplier's knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the parties or specified by the Supplier shall in all cases be target dates, shall not have a binding effect on the Supplier and shall in all cases be merely indicative. The Supplier shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. The Supplier shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of the Supplier's control that occurred after the date on which the agreement was concluded. The Supplier shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the implementation of the agreement. If there is a risk that a time period will be exceeded, the Supplier shall consult with the Client in order to discuss the implications of the overrun for the rest of the schedule.
- 15.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by the Supplier or agreed between the parties has been exceeded shall not mean that the Supplier is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing – the Supplier shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

16 Warranty

- 16.1 The Supplier does not guarantee that its services and the software provided and offered to the Client in the context of Application Service Provision, Application Programming Interface and / or Software as a Service, and the software used by the Supplier in the context of Computer Service, are error-free and operate without interruptions. The Supplier shall make every effort to repair defects in the software within a reasonable period of time if and insofar as it concerns software developed by the Supplier itself and the relevant defects have been reported in detail to the Supplier in writing. If necessary, the Supplier can postpone repair of defects until a new version of the software is implemented. The Supplier does not guarantee that defects in software that have not been developed by the Supplier itself will be remedied. The Supplier is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software. If the

software has been developed by order of the Client, the Supplier may charge the Client for the costs of repair in accordance with Supplier's usual rates.

- 16.2 The Supplier is not responsible for checking the correctness and completeness of the results of the service and the data generated using the service nor liable for any damages as a result of the Client's reliance on such data. The Client will regularly check and verify the results of the service and the data generated using the service itself.
- 16.3 If and insofar as necessary or desirable, the Supplier shall, if defects in the results of the Computer Service are a direct result of products, software, information carriers, procedures or operating procedures for which the Supplier is expressly responsible on the basis of the agreement, repeat the Computer Service in order to rectify these imperfections. Provided that the Client notifies the Supplier of the imperfections in writing and in detail as soon as possible, but no later than one week, after obtaining the results of the Computer Service. Only if defects in the Computer Service are attributable to the Supplier, will the repetition be carried out free of charge. If defects cannot be attributed to the Supplier and / or the defects are the result of faults or imperfections of the Client, such as the supply of incorrect or incomplete data and / or information, the Supplier will charge the costs of any repetition according to its usual rates. If, in the opinion of the Supplier, repair, or defects attributable to the Supplier, are not technically or reasonably possible, the Supplier shall credit the amount owed by the Client for the relevant Computer Service, without otherwise being liable to the Client. The Client will not be entitled to any other rights due to defects in the Computer Service other than those described in this warranty scheme.
- 16.4 On the basis of the information provided by the Supplier regarding measures to prevent and limit the consequences of malfunctions, defects in the provision of services, damage or loss of data or other incidents, the Client shall identify the risks for his organization and take additional measures if necessary. At the request of the Client, the Supplier declares that it is prepared to provide reasonable assistance to further measures required by the Client against (financial) conditions set by the Supplier. The Supplier is never responsible for the repair of damaged or lost data.
- 16.5 The Supplier does not guarantee that the software provided and offered to the Client in the context of Application Service Provision, Application Programming Interface and / or Software as a Service, and the software used by the Supplier in the context of Computer Service, shall be modified according to changes in relevant legislation and regulations in a timely manner.

17 Termination and cancellation of the agreement

- 17.1 Both of the parties shall only be authorised to terminate the agreement as a result of an attributable failure to perform this agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its fundamental obligations arising from the agreement. The Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.

- 17.2 If the Client has already received services for the purpose of implementing the agreement at the time of termination as referred to in Article 17.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that the Supplier is in default in respect of a substantial part of these services. Any amounts that the Supplier has invoiced before termination in connection with work that it has already duly carried out or services that it has duly provided for the purpose of implementing the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of termination.
- 17.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this agreement may be terminated (*opzeggen*) in writing by either party following consultation and stating reasons with the consideration of two (2) full calendar months term of notice. Supplier reserves the right to suspend or cancel the subscription of any Client who violates these Terms and Conditions or the agreement. The parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.
- 17.4 The Client shall under no circumstances be entitled to terminate (*opzeggen*) an agreement regarding the provision of services that has been entered into for a fixed term before the end of the term.
- 17.5 Either of the parties shall be entitled to terminate (*opzeggen*) the agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies, or if there is a change in the individual or board that has decisive control over the Client's company. The Supplier shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Client becomes bankrupt or is liquidated, the right of use of the software, websites and suchlike made available to the Client shall terminate by operation of law.

18 Liability of the Supplier

- 18.1 The total liability of the Supplier due to an attributable failure to perform this agreement or due to any other reason, explicitly including any failure to comply with the guarantee obligation agreed with the Client, shall be limited to compensation of the direct damage or loss not exceeding the sum stipulated for this agreement (excl. VAT). This limitation of liability shall apply mutatis mutandis to the Supplier's obligation to indemnify referred to in Article 8.5 of these Terms and Conditions. If the agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excl. VAT) stipulated for one year that have actually been paid by the Client. The total liability of the Supplier for direct damage or loss, for any reason whatsoever, shall, however, under no circumstances exceed €50,000 (fifty thousand euro).
- 18.2 The liability of the Supplier for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €1,250,000 (one million two hundred and fifty thousand euro).

- 18.3 The liability of the Supplier for indirect damage or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Client's customers, loss in connection with the use of items, materials or software provided by third parties that the Supplier is instructed to obtain by the Client and loss in connection with the engagement of secondary suppliers by the Supplier on the Client's instructions shall be excluded. The liability of the Supplier due to the scrambling, destruction or loss of data or documents shall also be excluded.
- 18.4 The exclusions and restrictions to the Supplier's liability, as described in the preceding paragraphs of Article 18, shall not affect the remaining exclusions and restrictions to the Supplier's liability set out in this General module and the other agreed modules of these general terms and conditions in any way.
- 18.5 The exclusions and restrictions referred to in Articles 18.1 to 18.4 shall no longer apply if and in so far as the loss is the result of deliberate or wilful recklessness on the part of the Supplier's management.
- 18.6 Except where performance by the Supplier is permanently impossible, the Supplier shall only be liable as a result of an attributable failure to perform an agreement if the Client gives the Supplier immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and the Supplier still attributable fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.
- 18.7 A condition for the existence of any right to compensation shall in all cases be that the Client notifies the Supplier in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against the Supplier shall expire by the mere passage of twenty-four months from the date on which the claim arose.
- 18.8 The parties acknowledge that active and constructive participation in an ICT-Mediation process is a reasonable and suitable measure for preventing or limiting the risk of damage or loss if this potential damage or loss is connected to failure by the Supplier to meet any contractual obligation or to meet such obligations properly and in good time. The Client therefore undertakes to actively, constructively and unconditionally participate in an ICT-Mediation process, at the Supplier's first written request, in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering*), (see www.sgoa.org and www.sgoa.eu).
- 18.9 The Client shall indemnify the Supplier against all claims by third parties due to product liability as a result of a fault in a product or system delivered by the Client to a third party and that partly consisted of hardware, software or other materials provided by the Supplier, unless and in so far as the Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.
- 18.10 The provisions of this article and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favour of all (legal) persons that the Supplier engages to implement the agreement.

19 Force majeure

- 19.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by the Supplier's own suppliers, (ii) failure by secondary suppliers engaged by the Supplier on the Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that the Supplier has been instructed to use by the Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems and (xi) the unavailability of one or more members of staff.
- 19.2 If a situation of force majeure lasts for longer than ninety days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

20 Changes and additional work

- 20.1 If the Supplier has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at the request or with the prior consent of the Client, such work or services shall be paid for by the Client in accordance with the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply. The Supplier shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require the Client to enter into a separate written agreement for this purpose.
- 20.2 The Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of the Client and the Supplier. The fact that (the demand for) additional work arises during the implementation of the agreement shall under no circumstances constitute grounds for the Client to terminate or cancel the agreement.
- 20.3 In so far as a fixed price has been agreed in respect of the service, the Supplier shall, upon request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this Article.

21 Transfer of rights and obligations

- 21.1 The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party.
- 21.2 The Supplier shall be entitled to transfer its rights to the payment of fees to a third party.

22 Applicable law and disputes

- 22.1 The agreements between the Supplier and the Client shall be governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.

- 22.2 Any disputes that may arise between the Supplier and the Client on the basis of an agreement concluded between the Supplier and the Client or as a result of further agreements that arise from such an agreement, shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, without prejudice to the right of either of the parties to request an injunction in summary arbitral proceedings and without prejudice to the right of either of the parties to take precautionary legal measures (see www.sgoa.org).
- 22.3 Before instituting arbitral proceedings as referred to in Article 22.2, either of the parties shall be entitled but not have the obligation to commence ICT-Mediation proceedings in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes. ICT-Mediation proceedings in accordance with these regulations are aimed at mediation by one or more mediators. The other party shall undertake to actively participate in any ICT-Mediation proceedings that are instituted and shall in any event be legally obliged to attend at least one joint meeting between the mediators and the parties, in order to ensure that this extrajudicial form of dispute resolution has a chance of success. Either of the parties shall be at liberty to terminate the ICT-Mediation proceedings at any time following an initial discussion between the mediators and the parties. The provisions of this subclause shall not prevent either of the parties from requesting an injunction in summary (arbitral) proceedings or from taking precautionary legal measures where they deem this to be necessary (see www.sgoa.org and www.sgoa.eu).