

0. Definitions

General Terms & Conditions: The present document titled “*General Terms & Conditions ITONOMY B.V.*”

General (License) Terms & Conditions of Third-Party Suppliers: The applicable general (license) terms & conditions (including payment terms) relating to the products delivered by Service Provider and/or embedded Products of Third-Party Suppliers, as well as any Third-Party terms of service provided by the maintenance services, as amended from time to time, which the Customer hereby expressly and completely accept and which forms an integral part of the Contract.

Bugs: An error, flaw, malfunction or defect in a computer program or system, as a result of which it does not (entirely) fulfil its function according to specifications and leads to incorrect and/or unexpected results and/or program crashes or shutdowns.

Data: The totality of data belonging to the Customer and/or the Users to which the Service Provider gains or can gain access to within the framework of the service.

Third-Party Suppliers: Third parties, more specifically producers and/or suppliers of hard- and/or software specified in the Specific Terms & Conditions, for which the Service Provider acts as a reseller and/or the one included by the Service Provider in its Services, including the maintenance services of these Third-Party Suppliers for the hardware and/or software.

Services: The services that the Service Provider shall provide to the Customer, as described in the Specific Terms & Conditions. These services are governed at all times by the General and Specific Terms & Conditions.

Services on Time & Material Basis: Services provided by the Service Provider to the Customer, which are thus invoiced to the Customer per hour and/or per day.

Service Provider: ITONOMY B.V. located in Utrecht, registered in the Chamber of Commerce under number 65821882.

Own Development Products: The hardware and/or software developed by the Service Provider, and to which the general (license) Terms & Conditions of the Service Provider apply in full, and which may also include Third-Party Products.

User(s): The end consumer(s). Depending on the Services provided, these are the customers of the Customer and/or the employees/staff or other (third-party) authorized agents of the Customer, to whom the Customer grants permission to use the Products/Services. The Customer is exclusively responsible for the Users to whom it provides access.

Customer: The Customer as referred to in the Specific Terms & Conditions/purchase order.

Employees: Personnel Members, personnel members of Affiliated Companies, independent employees, subcontractors, consultants, and any other natural or legal persons directly or indirectly involved in the provision of the Services.

Contract: These General Terms & Conditions, the Specific Terms & Conditions and the General (License) Terms & Conditions of Third-Party Suppliers.

Force Majeure: The situation in which the defaulting Party cannot be held liable for a default caused beyond the control of the Party, either by law, legal act or under generally accepted view as referred to in article 6:75 of the Dutch Civil Code, regardless of whether the force majeure occurs at the Service Provider or at one of his suppliers.

Party/Parties: Service Provider and/or the Customer.

Products: The Products of Third-Party Suppliers and/or Own Development Products.

Products of Third-Party Suppliers: The hard- and/or software for which the Service Provider acts as a reseller and/or is (partially) included in Own Development Products offered by the Service Provider, and on which the General (License) Terms & Conditions of Third-Party Suppliers apply in full.

Assignment: The totality of reciprocal services and cooperation between the Parties as described in the Specific Terms & Conditions.

Specific Terms & Conditions: Contract/purchase order subject to these General Terms & Conditions and describing the specific performance modalities of the Contract.

Consultant(s): The Employee(s) to whom the Service Provider appeals for the performance of the Contract.

Affiliated Company(-ies): Company(-ies) within the meaning of article 2:24 a and b of the Dutch Civil Code.

Confidential Information: All information, in any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the parties within the context of the Contract.

1. Contracting, duration and termination

1.1. All offers and other expressions by the Service Provider are without obligation, unless the Service Provider states otherwise in writing. The Customer guarantees the correctness and completeness of the data provided by or on behalf of the Service Provider on which the Service Provider has based their offer.

1.2. The Service Provider is only bound to perform the Contract after their explicit acceptance of the order for the Products and/or Services in writing.

1.3. If the Service Provider initiates execution of the order or the Services as referred to in the Specific Terms & Conditions at the request of the Customer before the Contract is signed, then the processing of the order and/or the initiation of the Services shall be deemed to be an acceptance of the General Terms & Conditions, the Specific Terms & Conditions and the applicable General (License) Terms & Conditions of Third-Party Suppliers, unless Parties concluded otherwise in written. By installing the Products or by downloading or using them, the Customer accepts and takes notice of these General Terms & Conditions, the Specific Terms & Conditions, as well as any General (License) Terms & Conditions of Third-Party Suppliers and/or any general license terms & conditions of the Service Provider.

1.4. The Contract is entered into for the term agreed between the Parties as referred to in the Specific Terms & Conditions.

1.5. Without prejudice to the right of compensation of damages, the Service Provider may, at his own discretion, suspend the Contract, or terminate or rescind the Contract without judicial intervention, with immediate effect, by the delivery of a registered letter:

(a) in the event of repeated or serious accountable breach of the contractual obligations, after the concerned Party is given formal notice to fulfil its obligations within a reasonable time;

(b) in the event that the other Party- whether or not provisionally - is granted a suspension of payment, or is in a state of bankruptcy or discontinuation of payment or his credit line is in jeopardy or is obviously insolent, or if the other Party is liquidated or terminated other than for the purpose of reconstruction or a merger of companies;

(c) the other Party offers an agreement to their creditors or discontinues the business;

(d) should any or all of the assets of the other Party be under foreclosure and/or a garnishment order at the request of a creditor or in the event of other executive or protective measures with respect to the other Party's assets;

(e) in the event of proof or serious suspicions of fraud committed by the other Party;

(f) in the event that the other Party refuses to provide the requested information or has provided incorrect and/or false information.

The Service Provider is entitled to suspend the execution of the Contract, without formal notice, without judicial intervention and with immediate effect, by delivery of a registered letter:

(g) if the Customer refuses to confirm or sign timesheets or any other time registration system without ground.

The Service Provider is never obliged to refund any amounts already received or to pay damages due to the termination as referred to in this article 1.5.

In the event that the Customer is irrevocably bankrupt, the Customer's right to use the software, websites and other products supplied by the Service Provider will automatically end, as well as the Customer's right to access and/or use the services of the Service Provider, without a cancellation procedure being required on the part of the Service Provider.

1.6. Excepting where the Customer terminates the Contract based on serious error or material failing on the part of the Service Provider, the Customer shall compensate the Service Provider for all ordered products and the Services performed and hours worked at the moment of termination. The effective work hours performed at the moment of termination shall be billed at the Service Provider's applicable hourly rates, without prejudice to the Service Provider's option to use any and all legal means to demonstrate any damages suffered in excess thereof.

1.7. If the Contract is rescinded by one of the Parties, this rescission is considered to be effective as from the date of the postmark of the registered letter giving notice that the Contract is rescinded.

1.8. If the Contract is entered into for a definite period of time, the Customer is not entitled to terminate the Contract prematurely without prejudice to the right to suspend the Contract by either Party by virtue of article 1.5 or by law.

1.9. If an agreement which, by its nature and content, does not end with completion, has been concluded for an indefinite period of time, it can be terminated in writing by either Party after proper consultation and stating the reasons therefore. If no notice period has been agreed between the Parties, a reasonable period must be observed in the case of the termination. The Service Provider will never be obliged to pay any compensation for termination.

2. Price and payment modalities

2.1. The Customer undertakes the obligation to pay a fee equal to the number of (hours) days of performance times the rates for consultancy services agreed in the Specific Terms & Conditions. The price and payment modalities for the Products are laid down in the Specific Terms & Conditions.

2.2. The fees are in euros and exclude VAT (revenue tax) and any other levies imposed or to be imposed by the government. Unless otherwise stated in the Specific Terms & Conditions, these fees exclude travel times, incidental expenses and all other reasonable costs. All these costs are to be borne by the Customer.

2.3. If, according to the Contract concluded between the Parties, the Customer consists of several natural persons and/or legal entities, each of those (legal) persons shall be jointly and severally liable towards the Service Provider to perform the Contract.

2.4. The Service Provider is entitled to adjust the applicable prices and rates annually effective 1st January – if necessary, subsequently – in accordance with the consumer price index (CPI) published by the Dutch Central Bureau of Statistics (CBS), for all households. The series 2015=100 is applied. The adjusted prices equal the price per 1st January, times the index for the month prior to three months (October) and divided by the index of the month prior to fifteen months (September, one year earlier).

2.5. Barring a Contract in writing between the Parties to the contrary, the Consultant will have their performance hours signed off by the Customer in the form of timesheets or some other timekeeping system agreed between the Parties.

2.6. The Service Provider shall take all reasonable steps to perform the Services in accordance with the Customer's work schedule. Barring any agreement to the contrary between the Parties, the work schedule will be assumed to be 40 hours per week. If there are more than 40 hours, the following increases are applied (not cumulated):

- performance 40 hours/week: + 50%;
- performance > 8 hours/day: + 50%;
- performance between 10 PM and 7 AM: + 100%;
- performance on Saturday: + 50%;
- performance on Sunday or public holiday: + 100%.

2.7. Excepting where agreed otherwise in the Specific Terms & Conditions, the Service Provider shall invoice the Customer on a monthly basis. All invoices are payable thirty (30) calendar days after the date of invoice, unless specified otherwise in the Specific Terms & Conditions. The absence of written contestation of an invoice within five (5) business days from the date of sending of the invoice constitutes irrevocable acceptance of the invoice, the Products mentioned therein, any corresponding maintenance agreements and/or the Services listed therein.

2.8. If the Customer does not pay the amounts due or does not pay them on time, the Customer is liable to pay statutory interest on trade agreements for the outstanding amount, without the need for a reminder or notice of default. This interest is calculated as from the deadline for payment of the invoice up until the date of full payment.

2.9. In the event of non-payment or late payment of an invoice after receipt of at least one payment reminder as well as a last payment term of fourteen (14) days:

- (i) all costs, the extrajudicial collection of the invoice, and the costs of legal proceedings and enforcement are to be borne by the Customer;
- (ii) all claims against the Customer not yet due are immediately incurred, exigible and payable; and
- (iii) The Service Provider is entitled to suspend all their Services in regard to the Customer without prior notification.

This is without prejudice to the other legal and contractual rights of the Service Provider.

2.10. The Customer cannot attribute legal rights or expectations to the estimate calculation delivered by the Service Provider, unless Parties have concluded otherwise in written. The available budget

made known to the Service Provider by the Customer acts solely as an agreed (fixed) price between Parties for the delivery of services by the Service Provider if and insofar this has been explicitly concluded in written.

2.11. The Customer is not entitled to settlement of the amounts owed or suspension of any payment.

3. Implementation modalities and cooperation obligations

3.1. The Service Provider undertakes to execute the Services to the best of their ability on behalf of the Customer and will take the technical instructions and guidelines they receive from the Customer into account.

3.2. The Customer declares that they have been fully informed by the Service Provider with regard to the options for the Products and/or Services (type, characteristics, operation, use potential and limitations, warranties, required environment, costs) as well as in regard to the issues of modification, installation or integration and expansion that may arise and the impact of this on the existing hardware and/or software and/or licenses already installed at the Customer's. The Parties agree that the Service Provider cannot be held liable for this.

3.3. The selection of Products and Services are based on the needs and expectations of the Customer which have been initially entirely explicitly drafted in the Contract. The contractual obligations of the Service Provider can only be derived from the Contract or from additional agreements in written. The Products and Services shall be developed and/or delivered by the Service Provider in the state in which they are at the moment of delivery ('as is'), and therefore with all visible and invisible errors and defects. Under no circumstances does the Service Provider warrant the suitability or marketability of the Products and/or Services for the performance of specific tasks envisioned by the Customer unless said tasks are explicitly covered in the Specific Terms & Conditions and/or the description of the functional specifications. As a consequence, the Customer themselves are responsible for the order, the suitability of the Products and/or Services rendered to achieve the results intended by the Customer. Under no circumstances can the Service Provider be held liable in the event of incorrect services and/or an incorrect choice of product or failings in product specialization in the Specific Terms & Conditions.

3.4. Insofar as the Specific Terms & Conditions do not refer to any other capacity of the Customer, the Customer is irrevocably deemed to be a

professional user acting in the context of their professional activities. The Customer is deemed to possess the relevant know-how in relation to the Products and/or Services to be performed, and to provide personnel with the relevant expertise.

3.5. For the performance of the Contract the Service Provider will draw on the services of one or more Consultants. The Service Provider reserves the right to determine which Consultant shall be assigned to the performance of the Services, and to replace the Consultant as the Service Provider sees fit throughout the duration of the Contract, while ensuring continuity of the Services.

3.6. If the Customer motivates the wish or necessity to have the Consultant replaced, either temporarily or permanently, the Service Provider shall endeavour to end the complaints in all fairness and appoint a new Consultant if necessary.

3.7. If the Consultant does not or no longer meets the set requirements, brings the Customer's good name into disrepute or does not perform or no longer performs the Contract in accordance with any reasonable definition, the Customer is entitled to request the Service Provider to replace the Consultant. This does not discharge the Customer from their obligation to continue to pay for the Services performed in accordance with the Contract. If the Service Provider agrees to the replacement of the Consultant, they undertake the obligation to provide the Customer with a replacement as quickly as reasonably possible. If the Service Provider is unable to provide a qualified replacement within a term of two (2) weeks, the Customer is entitled to terminate the portion of the Contract pertaining to the Consultant to be replaced.

3.8. To the extent possible, the Service Provider must report any scheduled interruptions of the performance of the Services (such as short-term illness, Consultant leave days, etc.) to the Customer in a timely manner.

3.9. Unless otherwise specified in the Specific Terms & Conditions, the Services are to be performed in the workspaces of the Customer. The Customer will give the Service Provider free access to the work environment and provide the necessary facilities, such as a workspace with computer, printer, data, Internet, telephone and network facilities. If required, the Customer must provide all necessary security measures, such as but not limited to VPNs and tokens. Additionally, the Customer will make arrangements for the required facilities for the design, testing and operational use of the ICT system to be developed. If the Service Provider deems this necessary, the system and related services (system administration) of the Customer must also be available outside normal business hours. the Service

Provider is not liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, unless the Customer proves that such damage or costs are the result of intent or deliberate recklessness on the part of the Service Provider.

3.10. The workspace and facilities will be in compliance with all legal requirements. The Customer indemnifies the Service Provider against claims of third parties, including the Employees of the Service Provider, who suffered damages in connection with the performance of the Contract and resulting from the acts or omissions of the Customer or from unsafe situations in the Customer's organisation. The Customer shall notify the Consultant(s) of the house rules and safety procedures prior to the initiation of the Services.

3.11. The setup and adjustment of the location where the Services will be carried out at the Customer's expense, with the Customer being liable for all damages and associated costs incurred by the Service Provider as a result of late, incorrect or faulty performance thereof.

3.12. If the unavailability of Employees and/or facilities and/or material of the Customer reasonably deemed necessary for the performance of the Services result in extra costs, including but not limited to extra time spent by Employees of the Service Provider, these extra costs will be invoiced to the Customer.

3.13. The Parties acknowledge that the success of activities in the field of information and communication technology depends on adequate and timely cooperation. The Customer shall at all times promptly grant all reasonable cooperation desired by the Service Provider and/or provide crucial information.

3.14. If the Customer employs his own personnel and/or auxiliary staff during the execution of the Contract, this personnel will have the necessary knowledge and experience at their disposal.

3.15. The Service Provider provides the Services within the limits of the Contract and the information provided by the Customer. The Customer warrants the accuracy, completeness and timeliness of the information they provide, stated dimensions, requirements, specifications of the Services and other data crucial to allow the Services Provider to fulfil the obligations under the Contract. The Customer indemnifies the Service Provider for all damages resulting from incorrect, late or incomplete provision of information.

3.13. If the Customer provides software, equipment or other resources to the Service Provider in connection with the Products and Services of the Service Provider, the Customer is solely responsible for obtaining all necessary licenses and/or approvals with regard to these resources that the Service Provider may require.

3.14. The Customer is responsible for the management, including monitoring of the settings, the correct use of the Products and/or Services provided by the Service Provider and the manner in which the results of the Products and Services are used. The Customer is also responsible for the instruction of Users, as well as their use.

3.15. The Customer shall install, set up, parametrize, refine the (auxiliary) software needed on their own hardware and, if necessary, adapt the equipment used for this, including other auxiliary equipment, other auxiliary software operating environments and ensure the interoperability required by customers.

3.16. On the whole, the Customer shall at all times bear the end responsibility for the ongoing projects of which the Products and Services of the Service Provider may be a part.

3.17. The performance is rendered by the Service Provider with all due care that can be reasonably expected in accordance with the state of the art.

4. Products of Third-Party Suppliers

4.1. Products of Third-Party Suppliers and/or open-source technology may be required for the delivery of the Services.

4.2. If Products of Third-Party Suppliers and/or open-source technology are being offered as a part of the Services provided by the Service Provider, the Customer agrees that such Products from Third-Party Suppliers and open-source technologies are licensed under the terms & conditions and modalities of the respective Third-Party Supplier's General (License) Terms & Conditions and not under the Terms & Conditions of the Contract. Any General (License) Terms & Conditions of Third-Party Suppliers shall apply fully and form an integral part of the present Contract.

4.3. The Customer hereby expressly accepts the applicability of the General (License) Terms & Conditions of Third-Party Suppliers as amended from time to time, and the Customer acknowledges to have taken notice. If Parties agree that new Products from Third-Party Suppliers and/or open-source technology will be used in the implementation of the Services, the applicable General (License) Terms & Conditions of Third-

Party Suppliers will automatically become part of the present Contract and will be applicable to the Customer, who will strictly comply with them.

4.4. The Customer accepts that the Service Provider cannot be held liable for Products of Third-Party Suppliers and/or open-source technology, nor the related maintenance agreements.

4.5. If and to the extent that the aforementioned General (License) Terms & Conditions of Third-Party Suppliers, for whatever reason shall not apply to the relationship between Customer, Service Provider and Third-Party Suppliers or if these General (License) Terms & Conditions of Third-Party Suppliers are declared inapplicable, the provisions of the present Contract will be integral, and fully applicable.

4.6. The Customer may not exercise more rights regarding the open-source technology and/or Products provided by the Third-Party Suppliers than in the corresponding General (License) Terms & Conditions of Third-Party Suppliers.

4.7. The Customer is exclusively responsible for the compliance with all license (information) obligations and the associated usage limits.

4.8. The Service Provider is not responsible for any activities and/or orders that take place under the account keys (obtained from the Service Provider and/or Third-Party Suppliers that provide direct access to Services), regardless of whether these activities have been carried out by the Customer or a third party (including Customer's Employees). The Service Provider is also not responsible for unauthorized and/or fraudulent access to these accounts.

4.9. The Customer acknowledges that the Service Provider is not liable for any Third-Party Products and open-source technology which was introduced in the environment upon request of the Customer and the related maintenance services. The Customer will only be able to address the Third-Party Suppliers within the limits of the relevant General (License) Terms & Conditions of the Third-Party Supplier or of the maintenance agreement. The Customer guarantees that he has received the commercial rights to use the rolled-out applications on the virtual machines. The provisions above also apply to any changes, updates or upgrades.

4.10. The Customer is aware that installation of the Third-Party Supplier Products supplied by the Service Provider may have consequences for the existing hardware and/or software and/or the licenses already installed at the Customer's. The Parties agree that the Service Provider cannot be held liable for this.

4.11. The Service Provider is not liable for damage caused by the use of the Products purchased from Third-Party Suppliers by the Customer or for damage caused by the Customer's non-compliance with the present Contract, the Specific Terms & Conditions and/or the General (License) Terms & Conditions of Third-Party Suppliers. The Customer undertakes to indemnify the Service Provider and hold it harmless against any reimbursements, losses, liabilities, damages, costs or expenditures that the Service Provider may suffer or incur as a result of the use of the open-source technology and Products of Third-Party Suppliers and/or the Customer's non-compliance with the General (License) Terms & Conditions set forth above as well as against claims and settlements with any third parties.

5. Terms

5.1. The (interim) delivery dates specified by the Service Provider or agreed between the Parties always apply as target dates, are not binding for the Service Provider and are always indicative in nature, unless otherwise concluded by Parties in the Specific Terms & Conditions.

6. Confidentiality

6.1. Confidential information is defined as all information of any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the Parties in the context of the Contract. Information shall be regarded as confidential if it has been designated as such by one of the Parties or regarded as confidential by a reasonably careful and trustworthy person.

6.2. Each Party and their Employees must keep confidential all confidential information received from the other Party in the performance of the Contract. Additionally, the Parties may only use the confidential information for the purposes of the Contract. The Parties may not disclose the confidential information to third parties without the written consent of the other Party.

6.3. The confidentiality obligation shall continue to exist for a duration of three (3) years after disclosure and will in any event end no later than three (3) years after the end of the Contract, regardless of the cause of the termination of the Contract.

6.4. The following is not considered to be confidential information:

- (i) information obtained legally from a third party not bound by any confidentiality obligation or secrecy;

- (ii) information already known to a Party before it was provided for the purposes of the Contract;
- (iii) information a Party developed independently without violating the Contract;
- (iv) information that came into the public domain without the doings or error of the Party receiving the information;
- (v) information that must be made public pursuant to a judicial or administrative decision.

6.5. The Customer hereby explicitly acknowledges and accepts the confidentiality clauses in the General (License) Terms & Conditions of Third-Party Suppliers.

7. Intellectual Property Rights

7.1. All intellectual property rights on the Products and/or the results of the Services of the Service Provider are exclusively vested in the Service Provider and/or Third-Party Suppliers, their licensors or their suppliers. Excepting where stated otherwise in the Specific Terms & Conditions, the Service Provider extends the Customer a limited, non-exclusive, non-sublicensable, non-pledgeable and non-transferable right of use in respect of the Products and/or results of the Services they perform, as from the moment of full payment of all invoices as well as all other amounts that the Customer owes as a result of the failure in payment obligation. The aforementioned right of use for the results of the delivered Services of the Service Provider is applicable for an unlimited duration without usage restraints for the Customer. The Customer is entitled to transfer this right of use to third parties if they sell their business to a third party. The Customer shall only use the Products and/or results of the Services in the manner prescribed by the Service Provider.

7.2. The General Terms & Conditions and modalities related to the intellectual property rights and usage rights, as contained in the relevant General (License) Terms & Conditions of these Third-Party Suppliers, are fully applicable to the Products of Third-Party Suppliers. The Customer indemnifies the Service Provider for all damages, claims and liabilities arising from an infringement of the intellectual property rights of Third-Party Suppliers, unless the infringement is committed by or ascribed to the Service Provider

7.3. If a third party institutes a claim against the Customer because of a deliberate violation of his or her intellectual property rights by the Service Provider, the Service Provider will, at their own expense, either (i) defend the Customer against such legal action and indemnify damage and costs assigned by a court to the claimant third party, or (ii)

reach an amicable settlement with this third party regarding the dispute with the Customer.

The aforementioned obligation is only entered into if and insofar as:

- The Customer notifies the Service Provider in writing within seven (7) calendar days after the Customer has received the claim, or as soon as legally required, and;
- The Service Provider has exclusive control over the defence or settlement of such a claim, and;
- The Customer assists the Service Provider and cooperates with the Service Provider at first request and covers the costs of the Service Provider in the defence or settlement of such claims.

7.4. If the Product and/or the result of the Services delivered by the Service Provider violates the intellectual property rights of third parties or, in the opinion of the Service Provider, could potentially violate them, the Service Provider has the choice to at their expense:

- replace or change the Product and/or the result of the Services (with significant retention of the use options and functionalities) to ensure there is no doubt concerning an infringement, or;
- acquire the right to continue their use on behalf of the Customer;
- accept the return of the Product and/or the result of the Services and reimburse the payments made by the Customer under the Contract with deduction of a reasonable fee for the period that the Customer has used the Product and/or the result of the Services.

7.5. The obligation to indemnify infringements expires if the infringement is related (i) to materials made available to the Service Provider by the Customer for use, processing, handling or maintenance, or (ii) if the Customer made or had changes made to software, website, data files, equipment or other materials.

7.6. The Customer warrants that no rights of third parties obstruct making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the Service Provider, with the aim of use, maintenance, processing, installation or integration. The Customer indemnifies the Service Provider against any claim by a third party that is based on the assertion that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.

8. Privacy and data processing

8.1. Each Party must at all times adhere to its respective obligations under applicable law in regards to the processing of personal data in connection with personal data processed pursuant to the Contract. The Customer is solely responsible at all times for the determination of the objectives for which the Service Provider processes personal data pursuant to the Contract. For the sake of clarity, the Parties acknowledge that the Customer acts as the party responsible for the data processing, and the Service Provider acts as the processor of the personal data that must be stored, used or otherwise processed at the instruction of the Customer under the Contract, as these terms are defined in the legislation governing the processing of personal data.

8.2. If necessary for the performance of the Contract, the Customer will, upon request, inform the Service Provider in writing about the manner in which the Customer performs his obligations under the legislation on the protection of personal data.

8.3. The Customer declares that they have obtained all approvals necessary for the use and processing of the personal data transferred to the Service Provider for the purposes of the Contract, and the Customer further warrants that the content, use and/or processing of the personal data is not wrongful and does not violate the rights of third parties. The Customer shall indemnify the Service Provider against claims from persons whose personal data is registered or processed in the context of a personal registration held by the Customer or for which the Customer is otherwise responsible under the law, unless the Customer proves that the facts that are relevant to the claim are exclusively attributable to the Service Provider.

8.4. The responsibility for the personal data processed by the Customer using a Product and/or Service of the Service Provider lies entirely with the Customer. The Customer indemnifies the Service Provider against any legal claim by a third party, on any grounds whatsoever, in connection with this personal data or the performance of the Contract.

8.5. On the grounds of the legislation governing the processing of personal data, the Customer has obligations towards third parties, such as the obligation to provide information and provide access to, correcting and deleting the personal data of data subjects. The responsibility for the fulfilment of these obligations rests entirely with the Customer. The Service Provider will, as far as technically possible, provide support for the aforementioned obligations to be met by Customer. The costs associated with this support are not included in the

Service Provider's agreed prices and fees and are borne by the Customer.

8.6. The Customer acknowledges and accepts that the conditions, modalities and (possible) guarantees in the sphere of privacy, as included in the General (License) Terms & Conditions of Third-Party Suppliers, are applicable in full and as a priority.

8.7. The Customer gives consent to the Service Provider to process the customer data that they receive in the context of the implementation of the Contract. The main purpose of processing the data of the Customer is to manage the future and current customers of the Service Provider, which i.a. includes management of and access to the section of the website(s) reserved for the customers as well as offering and promoting products and services.

9. Security

9.1. If the Service Provider is expressly bound by the Contract to provide a form of information security, this security shall comply with the security specifications agreed in writing between the Parties. The Service provider does not guarantee that the information security will be effective under all circumstances. If an explicitly described method of security in the Contract is lacking, the security will meet a level which, in view of the state of the technology, the sensitivity of the data and the costs involved in achieving a secure environment is not unreasonable.

9.2. The access or identification codes and certificates provided to the Customer by or on behalf of the Service Provider are confidential and must be treated as such by the Customer and will only be shared with authorised personnel from the Customer's own organisation. The Service provider is entitled to change assigned access or identification codes and certificates.

9.3. The Customer will adequately secure their systems and infrastructure and will always ensure that antivirus software is in operation. The Service Provider can never be held liable for viruses in the Customer's system and the consequences thereof.

9.4. The Customer is the sole responsible for setting up procedures that allow them to reconstruct lost or modified files, data or programs at any time, regardless of the cause of the loss or modification. The Customer must be able to dispose of the necessary back-up copies of their computer programs, files and data on a daily basis. In the event of loss of Data, the Service Provider can only be held liable for the Data lost between the time of the last daily back-up and the time of establishment of the proven defect in the delivered software.

9.5. The Customer bears at all times the responsibility for their existing infrastructure (including, but not limited to: hardware, software, websites, databases, monitoring and security procedures, adequate system management, etc.) and the proper functionality and safety of all their working materials.

10. Liability

10.1. The liability that the Service Provider may incur is derived from a best effort obligation that in cases of claim must be appropriately demonstrated by the Customer.

10.2. Considering the nature and technical character of computer programs, the Customer acknowledges and accepts that it is not possible according to the current state of technology and knowledge to guarantee that the Products and/or Services will be free of defects, inaccuracies or Bugs or that these will work uninterrupted in all circumstances in accordance with what was agreed or expected. Products and/or Services are delivered 'as is' and the Service Provider in no way guarantees that the Products and/or Services meet the actual purpose and/or intended use of the Customer.

10.3. Insofar as maximally permitted by applicable law, the total liability of the Service Provider based on attributable failure in the fulfilment of the Contract is limited to the reimbursement of direct damages up to a maximum of the compensation owed by the Customer for the specific Products and/or Services that gave rise to the damages (excluding VAT). If the agreed provisions extend over multiple years, then Service Provider may, for the compensation of direct damages, be held to a maximum of the value of the amounts invoiced for the performance of the Contract for the specific Products and/or Services (excluding VAT) over a period of twelve (12) months prior to the date that the damages-causing event occurred. Under no circumstances shall the total liability for all direct damages during the entire duration of the Contract exceed the fee paid by the Customer for the specific Services (excluding VAT). For damages incidents partly attributable to the Customer and/or a third party, the Service Provider may be held liable towards the Customer up to a maximum amount, within the limits defined above, of the share caused by the Service Provider's demonstrated error, to the exclusion of any joint and several liability with the other debtors. This provision applies regardless of whether the claim is brought on a contractual or extra-contractual basis. Related, similar or linked damages are always considered as a single damage case.

10.4. The Customer must inform the Service Provider in writing of any event that may call upon

the latter's liability or of any disadvantage the Customer suffers within the shortest possible time and at the latest within twenty (20) calendar days from the occurrence of this event or disadvantage, or at least to be counted from the moment the Customer becomes aware of or reasonably could have been aware of this event or disadvantage and shall grant the Service Provider a reasonable period of time to remedy the shortcoming. This is in order to enable the Service Provider to determine the origin and cause(s) of the damage within a reasonable period of time, or to possibly rectify the shortcoming of their obligations. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that the Service Provider is given the opportunity to respond adequately. In the event of failure to comply with the written notification, the Service Provider reserves the right to refuse any compensation and they cannot be held liable.

10.5. Under no circumstances shall the Service Provider be liable for (i) indirect, incidental or consequential loss, including but not limited to financial or commercial losses, loss of profit, increase of general expenses, missed savings opportunities, diminished goodwill, damages resulting from business stoppage, damages resulting from claims of customers of the Customer, disruptions in scheduling, loss of expected profit, loss of capital, loss of customers, missed opportunities, loss of information, loss of advantages, or compromising and loss of files resulting from the performance of the present Contract, (ii) damages resulting from error or negligence of the Customer and/or their Users, (iii) compensation of any direct and indirect damages caused by the (incorrect) use of the Product and/or result of the Services, (iv) compensation of any direct and indirect damages caused in whole or in part by software or hardware supplied or created by third parties, or any other element introduced into the Customer's business after the signing of the Contract, and (v) all claims of third parties brought against the Customer.

10.6. The limitation of liability as set out in this clause shall not apply with respect to damages caused by an intentional and/or fraudulent error by the Service Provider.

10.7. The Service Provider can in no way be held liable for the purchase and/or proper functioning of the infrastructure of the Customer, any Users and/or other third parties.

10.8. In the event that the delivered developments are used for further development or commercialisation, the Customer will hold the Service Provider harmless against any third-party damage claims, even if it were established that such

originated from the services and developments supplied by the Service Provider.

10.9. The Service Provider is not liable for any claims of intellectual property rights infringement based upon:

(i) use of a modified or old version of any or all of the developments, if the infringement could have been prevented by using the unmodified or last version which the Service Provider has made available; or

(ii) information, design, specifications, instructions, software, data or other materials that were not developed by the Service Provider.

10.10. The Customer shall indemnify the Service Provider against all third-party claims due to product liability as a result of a defect in a product or system supplied to a third party by the Customer and which also consisted of equipment, software or other materials supplied by the Service Provider, unless and insofar as the Customer proves that the damage is exclusively caused by that equipment, software or other materials.

10.11. Except as otherwise agreed between the Parties, the Customer is responsible for the use of the Services and the manner in which the results of the Services are deployed. The Customer is also responsible for instructions provided to possible end Users and their use of this information.

10.12. The provisions of this article, alongside all other limitations and exclusions of liability specified in the Contract, are stipulated in part for the benefit of the Service Provider, the Employees of the Service Provider and their Affiliated Companies.

11. Force Majeure

11.1. Neither Party is obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so as a result of Force Majeure.

11.2. However, if full or partial performance of the obligations of a Party under the Contract is delayed or prevented as a result of Force Majeure for a period expected to last longer than fourteen (14) consecutive calendar days, the Parties shall consult and endeavour to reach a reasonable solution with a view to the continued execution of the Contract. If a situation of Force Majeure lasts longer than sixty (60) calendar days, either Party is entitled to rescind the Contract in writing. In that event, all performances already rendered under the Contract will be settled in proportion to the state of completion, without the Parties owing anything to each other beyond this proportionate compensation.

12. Changes and additional work

12.1. If the Service Provider has performed Services and/or delivered Products that are outside the content or scope of the agreed Services and/or Products at the request or with the prior consent of the Customer, these additional Services and/or Products will be reimbursed by the Customer in accordance with the agreed rates and, if these have not been agreed, according to the Service Provider's usual rates. The Service Provider is not obliged to comply with such a request and may require that a separate written agreement be concluded to this end.

13. Transfer - Subcontracting

13.1. Neither Contract nor the rights or obligations arising from it may be transferred in whole or in part without the express written consent of both Parties. Without prejudice to the foregoing, the Service Provider is at all times authorised to transfer the Contract or the rights or obligations derived from it, in whole or in part, to an Affiliated Company without requiring the explicit and written consent of the Customer.

13.2. For the performance of the Contract, the Service Provider may call upon the services of subcontractors without requiring the written consent of the Customer in advance. The Service Provider is entitled to sell, transfer or pledge his claims for compensation payment to a third party.

14. Non-solicitation

14.1. The Customer agrees not to actively approach the Employees of the Service Provider, directly or indirectly, for the purpose of engaging or recruiting them, during the entire term of the Contract, as well as for a period of twelve (12) months after termination of the Contract, excepting where Parties agreed otherwise in writing.

14.2. If the Customer contracts an Employee of the Service Provider or recruits or uses the Services of any such Employees, whether under an employment relationship, on an independent basis and/or through a company, the Customer shall pay to the Service Provider an amount equivalent to six (6) months of fees/compensations owed to the Employee concerned. This sum shall be payable on the date on which the Employee is first engaged or on which the Employee's Services are first used.

14.3. The Customer undertakes to impose the obligations under this article on third parties with which they partner and/or contract. The Customer commits to ensuring that these third parties will not approach any of the Employees of the Service

Provider with the purpose of engaging or recruiting these persons.

15. Other provisions

15.1. The nullity of any provision or part of a provision under the present Contract will in no way affect the validity of the remaining portion of the provision or the rest of the provisions and clauses. By mutual Contract, the Parties will make every effort to replace the invalid clause with a valid one with the same, or largely the same, economic impact as the invalid clause had.

15.2. The agreements between the Service Provider and Customer are governed by Dutch law, with the exclusion of the Vienna Sales Convention of 11 April 1980.

15.3. In the event of disputes concerning the implementation and/or interpretation of the present Contract which cannot be resolved amicably, only the Courts of Amsterdam will be considered competent.