SIGNET.

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The text of these General Terms and Conditions is an English translation of the Dutch text. In preparing the text below, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

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The definition "Supplier" in these general terms and conditions ("General Terms and Conditions") means the company Signet B.V. with its registered office at Science Park 5218, 5692 EG Son, registered at the Chamber of Commerce with number 17089930.

GENERAL PROVISIONS

1. Applicability

1.1. The General Terms and Conditions are comprised of these general provisions ("General Provisions") supplemented by the applicable supplemental provisions (jointly referred to as "Supplemental Provisions" and each separately as a "Supplemental Provision") as included in the annex to these General Terms and Conditions.

1.2. The General Provisions of the General Terms and Conditions apply to all offers and agreements by which Supplier provides goods and/or services of any kind and under any name to Client. Also applicable are the Supplemental Provisions of the General Terms and Conditions insofar as applicable to the supply of goods and/or services as agreed upon between Supplier and Client. If any part of the General Provisions of the General Terms and Conditions is contrary to or inconsistent with the provisions of the Supplemental Provisions of the General Terms and Conditions which apply between Supplier and Client, the provisions of the Supplemental Provisions concerned shall prevail.

1.3. Where in the General Terms and Conditions the term "General Provisions" is used, this must be understood to mean the General Provisions in combination with the applicable Supplemental Provisions.

1.4. Any deviations from and supplements to these General Terms and Conditions are only valid if agreed upon in writing by the parties.

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

1.6. If any provision in these General Terms and Conditions is void or nullified, the other provisions of these General Terms and Conditions shall continue to apply in full. Supplier and Client shall in such case consult each other for the purpose of agreeing on new provisions to replace the void or nullified provisions, taking as much as possible the purpose and the purport of the void or nullified provisions into account.

1.7. Supplier is entitled to amend the General Terms and Conditions. Supplier shall publish the amended General Terms and Conditions at least one month before these come into effect. Parties are bound to the amended General Terms and Conditions as of the day of their coming into effect. Client is only entitled to terminate the agreement as of the day the amended General Terms and Conditions come into effect, if the amended General Terms and Conditions constitute a substantial deterioration of the (legal) position of Client. If Client is a consumer, it is, in case of an adverse amendment of the General Terms and Condition, entitled to terminate the agreement as of the date on which the amended General Terms and Conditions come into effect.

2. Offers and formation of agreements

2.1. All offers and other expressions from Supplier are free of obligation, unless otherwise indicated by Supplier in writing.

2.2. Client guarantees the accuracy and completeness of the information provided by it or on its behalf to Supplier, that Supplier bases its offer on. Client must always observe the utmost care to ensure that the requirements that the performance of Supplier must meet, are accurate and complete. Measurements and data stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets and suchlike are not binding upon Supplier, unless expressly mentioned otherwise by Supplier.

2.3. Agreements between the parties are formed by means of a written (including by email) confirmation from Supplier of an order from the user, or by completion by Client of an on-line ordering process, and otherwise also by the commencement of the execution of an instruction by Supplier.

2.4. Parties establish that electronic communications from Supplier shall be deemed to have been received at the moment of sending, unless the opposite is proven by Client. The risk of messages not being received by Client due to delivery problems and/or accessibility problems in relation to Client's email box are for its own account and risk, regardless the location of the email box.

2.5. To be able to use the goods and/or services of Supplier, Client must be of age, so older than eighteen (18) years. Client hereby declares it is of age (so older than eighteen (18) years) at the time of conclusion of an agreement with Supplier.

2.6. Supplier has the right to refuse to conclude an agreement with Client, without stating the reasons therefor.

3. Price and payment

3.1. Unless indicated otherwise, all prices are exclusive of turnover tax (VAT) and other levies that were or are imposed by government agencies. Unless agreed otherwise, all prices are always in euros and Client must make all payments in full and in euros, with any transfer fees or bank charges being for the account of Client.

3.2. All cost estimates and budgets submitted by Supplier are of an indicative nature only, unless otherwise indicated in writing by Supplier. Client can never derive rights or expectations from a cost estimate or budget submitted by Supplier. An available budget indicated by Client to Supplier may never be considered a (fixed) price agreed between the parties for the performance by Supplier. Only if this has been agreed upon in writing between the parties has Supplier an obligation to inform Client of any threatening overrun of a cost estimate or budget submitted by Supplier.

3.3. If Client is comprised of various natural persons and/or legal persons, each of these persons shall be jointly and

severally liable to pay the amounts due under the agreement.

3.4. With respect to performances delivered by Supplier and amounts due by Client, the relevant documents and data from the books and records or systems of Supplier shall constitute conclusive proof, without prejudice to the right of Client to provide evidence to the contrary.

3.5. Supplier is entitled during the term of the agreement to annually increase the prices of its services, commencing on 1 January, by the price index figure of the preceding calendar year as published by Netherlands Statistics (*CBS*) (Consumer Price Index All Households), increased by at most a nine percent surcharge on the thus indexed price. Supplier is entitled to implement these indexations at a later date if it deems this desirable on administrative grounds.

3.6. In the event of a periodic payment obligation of Client, Supplier, apart from its right of indexation set out in article 3.5, is entitled to adjust the applicable prices and rates, in writing and at least one month in advance, if any cost-increasing circumstances occur in respect of it. If Client is a consumer, Client has the right to terminate the agreement if the price increase is implemented within the first three months after the conclusion of the agreement. Client has no such right of termination if the adjustment is made on the basis of the indexation referred to in article 3.5.

3.7. Parties shall lay down in the agreement the date or dates on which Supplier shall charge Client for the performances agreed upon. Payable amounts must be paid by Client in accordance with the terms of payment agreed upon or stated on the invoice. In the absence of any specific arrangement, Client must pay within fourteen days after the date of the invoice. Client is not entitled to postponement of any payment, nor deduction of payable amounts.

3.8. If Client does not pay or does not timely pay the payable amounts, Client, without any demand or notice of default being required, owes the statutory commercial interest rate on the outstanding amount (if it concerns a commercial Client, and otherwise the usual statutory interest rate) as well as compensation for administrative costs of € 40 (forty euro) for each (partial) payment that was made late.

3.9. If Client, despite a demand, continues to be in default of payable amounts or otherwise is in breach of agreement, Supplier has the right to: immediately terminate the contact extra-judicially, to cease the provision of services and remove all services and accounts, including related accounts, with the proviso that no obligation to undo is thus created and that the amounts payable by Client and/or its performances continue to be due and payable, or - at the option of Supplier - to postpone the provision of services until Client has still met its obligations and repaid the costs of reconnection, with a minimum of € 75 (seventy-five euro) for each individual order line; and/or to turn the claim over to a third party for collection. Client has in such case the obligation to pay - in addition to the principal sum (or satisfaction of another performance) and the administrative costs payable thereon, the default charges and the reconnection costs - all extra-judicial and possible judicial costs, this expressly in addition to any costs established in court. The minimum amount of the extra-judicial costs is 15% of the principal sum, with a minimum of € 200 (two hundred euro). If Client is a consumer, the amount of the extra-judicial costs is determined with reference to the legal rules on the maximum amount of extra-judicial costs.

3.10. Supplier may, without stating reasons therefor, request an advance payment for goods and/or services that must be supplied to Client.

3.11. In case of invoices with a credit balance, Supplier may determine whether (i) this is paid out to Client, or (ii) this is applied to a credit balance of Client, to be used to pay existing and future invoices.

3.12. Supplier is entitled to make the obligation to provide goods and/or to commence the provision of services dependent on the satisfaction by Client of requirements set by Supplier in relation to any required initial payment and/or criteria for credit acceptance.

4. Privacy, data processing and security

4.1. If Supplier considers this relevant for the performance of the agreement, Client shall inform Supplier upon request without delay and in writing of the manner in which Client gives substance to its obligations under legislation in the area of the protection of personal data.

4.2. Client shall indemnify Supplier from claims from persons whose personal data have been registered or are processed in connection with a registration of personal data that is kept by Client or in respect of which Client is responsible under the law or otherwise, unless Client proves that the facts that underlie the claim must be attributed solely to Supplier.

4.3. The responsibility for the data that are processed using a service provided by Supplier lies exclusively with Client. Client guarantees to Supplier that the content, use and/or processing of the data is not unlawful and does not infringe any right of any third party. Client indemnifies Supplier from any legal claim from third parties, of whatever nature, in connection with these data or the performance of the agreement.

4.4. If Supplier under the agreement has the obligation to provide for some kind of information security, that security shall meet the specifications regarding security as agreed upon in writing between the parties. Supplier never guarantees that the information security shall be adequate under all circumstances. If any security expressly described in the agreement is absent, the security shall be of a level that, given the state of technology, the sensitivity of the data and the costs associated with the taking of security measures, is not unreasonable.

4.5. If during the performance of the agreement or otherwise computer, data or telecommunications facilities are used, Supplier has the right to assign access codes or identification codes to Client. Supplier has the right to change assigned access codes or identification codes. Client must treat the access codes and identification codes confidentially and with care and only disclose these to authorised staff members. Supplier shall never be liable for damage or costs caused by the use or abuse of access codes or identification codes, unless the abuse was possible as a direct result of an act or omission of Supplier.

4.6. The use of payment terminal mechanisms, (which includes in any case all forms of digital payment systems) and/or the use of electronic money is for the own account and risk of Client.

5. Retention of ownership and rights, specification and postponement

5.1. All goods supplied to Client remain the property of Supplier until all amounts owed by Client to Supplier under an agreement concluded between the parties have been paid in full to Supplier. A Client who acts as a reseller may resell and deliver on all goods that are subject to a retention of title of Supplier, insofar as this is usual within the framework of its usual business operations. If Client creates a new good (partly) from goods supplied by Supplier, Client only creates this good for Supplier and Client shall keep the newly created good for Supplier until Client has paid all payable amounts under the agreement; Supplier shall in such case, until the moment of full payment by Client, remain the owner of the newly created good.

5.2. Rights, including rights-of-use, will, as appropriate, be granted or transferred to Client on the condition that Client has fully paid all payable amounts under the agreement concluded between the parties. If the parties, prior to the granting of a right-of-use, have agreed upon a periodic payment obligation of Client, Client has the right-of-use as long as it fulfils its periodic payment obligation.

5.3. Supplier may keep in its possession goods, products, proprietary rights, data, documents, software, databases and (provisional) results of the provision of services by Supplier, as received or generated in connection with the agreement, despite any existing obligation to surrender or transfer, until Client has paid Supplier all payable amounts.

5.4. Supplier is entitled to postpone the delivery of goods and/or the provision of services to Client, if (i) the hardware of Client is attacked or hacked, (ii) the stability of the provision of services to other clients of Supplier is threatened, (ii) the good and/or provided service is used to attack the infrastructure of Supplier, or (iv) the usage of the good and/or service is significantly above the usage attributed under the agreement and this results or will result in significant damage for Supplier and/or Client.

6. Intellectual property rights

6.1. If Supplier is prepared to commit itself to the transfer of an intellectual property right, such commitment may only be entered into in writing and expressly. If parties agree in writing that an intellectual property right in respect of software, websites, databases, equipment or any other materials developed specifically for Client passes to Client, this does not prejudice the right or the possibilities of Supplier to use and/or commercially exploit, without any restrictions, for other purposes, either for its own behalf or that of third parties, the parts, general principles, ideas, designs, algorithms, documentation, works, software languages, protocols, standards and suchlike, that underlie that development. Also, the transfer of an intellectual property right does not prejudice the right of Supplier to make developments for its own behalf or that of a third party, that are similar to or derived from those made or being made for the benefit of Client.

6.2. All intellectual property rights to software, websites, databases, equipment or other materials, like analyses, designs, documentation, reports, quotations and any preparatory material therefor that was developed under

the agreement or made available to Client, are vested solely in Supplier, its licensors or its suppliers. Client only is granted the rights-of-use that are expressly granted under these General Terms and Conditions and the law. Any right-of-use that accrues to Client shall be non-exclusive, non-transferable to third parties and not sublicensable.

6.3. Client is not permitted to remove or change any indication regarding the confidential nature or regarding copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or material.

6.4. If the agreement does not expressly provide for any such authority, Supplier is permitted to set up technical facilities for the protection of the software, equipment, databases, websites and suchlike in connection with any agreed restriction in the content or the duration of the right to use these objects. Client is never permitted to remove or circumvent any such technical facility or procure same.

6.5. Supplier shall indemnify Client from any legal claim from a third party that is based on the allegation that the software, websites, databases, equipment or other materials that was developed by Supplier itself would infringe an intellectual property right of that third party, on the condition that Client shall inform Supplier immediately in writing of the existence of the legal claim and leaves the handling of the case, including any settlements, entirely up to Supplier. Client shall for this purpose give the necessary powers of attorney, information and cooperation to Supplier to put up a defence, if necessary in the name of Client, against these legal claims. The obligation of indemnification ceases to exist if the reproached infringement is connected to (i) material provided by Client to Supplier for use, processing, modification or incorporation, or (ii) changes that Client made or had made by a third party without the written approval of Supplier to the software, website, databases, equipment or other materials. If it has been established irrevocably that software, websites, databases, equipment or other materials developed by Supplier itself infringe any intellectual property right that belongs to a third party or if in the opinion of Supplier a reasonable chance exists that such infringement may occur, Supplier, if possible, shall ensure that Client can continue to use the supplied or functionally similar other software, websites, data bases, equipment or materials. Any other or further-going obligation of indemnification of Supplier is hereby excluded.

6.6. Client guarantees that there are no third-party rights that oppose the making available to Supplier of equipment, software, material intended for websites (visual material, text, music, domain names, logos, hyperlinks, etc.) databases or other materials, including design material, for the purpose of use, modification, installation or incorporation (e.g. in a website). Client indemnifies Supplier from any third-party claim that is based on the allegation that such availability, use, modification, installation or incorporation infringes any right of that third party.

7. Obligations to cooperate

7.1. Parties acknowledge that the success of the activities in the field of information and communications technology

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usually depends on proper and timely mutual cooperation. To enable a proper performance of the agreement by Supplier, Client shall always provide Supplier timely with all data or information deemed useful, necessary and desirable by Supplier, and give its full cooperation. If Client, in connection with giving cooperation to the performance of the agreement, uses its own staff or auxiliary persons, such staff and auxiliary persons must have the necessary knowledge, skills and experience.

7.2. Client carries the risk of the selection, use, application and management in its organisation of the equipment, software, websites, databases and other products and materials, and of the services provided by Supplier. Client shall itself arrange the correct installation, assembly, putting into use and correct settings of the equipment, software, websites, databases and other products and materials.

7.3. If Client does not or does not timely or not in accordance with the arrangement make data, documents, equipment, software, materials deemed useful, necessary or desirable by Supplier available to Supplier, or if Client in other ways does not meet its obligations, Supplier has the right to postpone the performance of the agreement in whole or in part and Supplier also has the right to charge costs incurred as a result thereof in accordance with its usual rates, this without prejudice to the right of Supplier to exercise any other legal and/or agreed-upon right.

7.4. If employees of Supplier perform work at the location of Client, Client shall free of charge take care of the facilities reasonably requested by those employees, like a workspace with computer, data and telecommunications facilities. The workspace and facilities must meet all legal and otherwise applicable requirements regarding working conditions. Client indemnifies Supplier from claims from third parties, including employees of Supplier, that suffer damage in connection with the performance of the agreement and that are caused by acts or omissions of Client, or unsafe situations within its organisation. Client shall inform employees posted by Supplier of the house rules and safety rules which apply within its organisation, prior to commencement of their activities.

7.5. If during the performance of the agreement computer, data or telecommunications facilities are used, including the internet, Client is responsible for the right choice and the means required therefor, their timely and full availability, save for those facilities that are under direct use and management of Supplier. Supplier is never liable for damage or costs caused by transmission errors, malfunctions or the unavailability of these facilities, unless Client proves that this damage or these costs are caused by intent or deliberate recklessness of the company management of Supplier.

8.   Insurance
8.1. Client has taken out adequate insurance and shall for the duration of the agreement maintain adequate insurance against statutory liability and professional liability.

8.2. Any damage to computer equipment is at all times the risk of Client, unless Supplier is liable for this damage on grounds of article 12 of the General Provisions. It is during the agreement therefore the responsibility of Client to have adequate insurance and to stay adequately insured during the agreement against loss, theft, damage and/or other damage to the computer equipment.

8.3. Client shall allow inspection by Supplier at its first request of the insurance policies and the proof of payment of the premiums of the insurance policies.

9.   Delivery periods
9.1. All the (delivery) periods and dates stated by or agreed upon with Supplier are to the best of its knowledge determined on the basis of information known to it at the time of conclusion of the agreement. Interim (delivery) dates stated by Supplier or agreed upon between the parties always count as target dates, do not bind Supplier and are always of an indicative nature only. Supplier shall make reasonable efforts to observe as much as possible final (delivery) periods and final (delivery) dates. Supplier is not bound to any (delivery) period or (delivery) date, final or not, that cannot be met due to circumstances beyond its control that occurred after the conclusion of the agreement. Supplier is also not bound to any (delivery) period or (delivery) date, final or not, if parties have agreed upon an amendment of the content or scope of the agreement (additional work, change of specifications, etc.) or a change of the approach for the performance of the agreement. If there is a threat that a period is exceeded, Supplier and Client shall consult each other to discuss the consequences of such exceeding for further planning.

9.2. The mere exceeding of any (delivery) period or (delivery) date, final or not, stated by Supplier or agreed upon between the parties, does not constitute a default for Supplier. In each and every case - so also if parties agreed in writing and expressly upon a final (delivery) period or (delivery) date - Supplier shall only be in default because of exceeding the time limit, after Client has given notice of default to the management board of Supplier by registered letter and in writing. The notice of default must contain as detailed as possible a description of the default, so as to enable Supplier to respond adequately.

10.   Termination by a party of the agreement
10.1. Each of the parties has the right to terminate the agreement on grounds of a continued attributable failure in the performance of the agreement only if the other party, always in each case after a written notice of default that is as detailed as possible and that must be sent by registered letter, addressed to the management board of the party concerned, allowing a reasonable term to cure the default, continues to fail attributably in the performance of essential obligations of the agreement. Payment obligations of Client and all other obligations to cooperate of Client or a third party retained by Client, always constitute essential obligations of the agreement.

10.2. If Client at the time of such termination as referred to in article 10.1 has already received performances as part of the execution of the agreement, then these performances and the related payment obligations are incapable of cancellation, unless Client proves that Supplier fails to perform in respect of an essential part of those performances. Amounts invoiced by Supplier prior to the termination in connection with what it has properly performed or supplied in connection with the

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performance of the agreement, continue to be fully payable and become payable immediately at the time of the termination, without prejudice to the provision in the preceding sentence.

11. Notice of termination of agreement

11.1. If an agreement that by its nature and content is not terminated because of completion has been concluded for an unfixed term, each of the parties may, after good consultation and stating the reasons therfor in writing, give notice of termination of the agreement. If no notice period was agreed upon between the parties, a notice period of two months must be observed when giving notice of termination, and the termination takes effect by the end of the calendar month concerned. Notice of termination may only be given in writing. Notice of termination can also only be given through the standard procedures, listed in the Frequently Asked Questions section on the website of Supplier. Parties shall never have an obligation to pay damages due to a notice of termination.

11.2. Client is never entitled to give notice of termination in the interim in respect of an agreement for services or an instruction entered into for a fixed term.

11.3. Fixed-term agreements will, save in case of timely and written notice of termination, given not later than two months before expiry of the fixed term, be considered to have been renewed for the same period as their initial duration. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal. Notice of termination may only be given in writing. Notice of termination can also only be given through the standard procedures, listed in the Frequently Asked Questions section on the website of Supplier.

11.4. Each of the parties may give notice of termination of the agreement with immediate effect, in full or in part, in writing and without any notice of default being required, if the other party - temporarily or otherwise - is granted a postponement of payments, if a petition for the bankruptcy of the other party has been filed, if the business of the other party is wound up or terminated other than for the purpose of a restructuring or amalgamation of businesses, or if the decisive control over the business of Client changes. Supplier shall never have an obligation to refund any amounts already received or to pay damages in connection with this termination. In case of bankruptcy of Client, the right to use software, websites and suchlike made available to Client, shall lapse by operation of law.

12. Liability of Supplier and right of reclamation

12.1. The total liability of Supplier because of an attributable failure in the performance of the agreement, or its obligation, for any reason, to compensate damage, expressly including any failure in the performance of a guarantee obligation agreed upon with Client, shall remain limited to compensation of direct damage. This limitation of liability applies by analogy to Supplier's indemnification obligation, referred to in article 6.5 of these General Provisions. Direct damage only means:
(a) material damage to goods;
(b) reasonable costs incurred to prevent or limit direct damage that as a consequence of the event on which the liability is based could be expected; and

(c) reasonable costs incurred to establish the cause of the damage, the liability, the direct damage and the manner of repair.

12.2. The liability of Supplier for indirect damage, consequential damage, loss of profit, loss of savings, decreased goodwill, damage caused by business interruptions or claims from clients of Client, damage related to the use by Client of goods, materials or software from third partied stipulated by Client to Supplier and damage related to the use of suppliers stipulated by Client to Supplier, is excluded. Also excluded is the liability of Supplier because of corruption, destruction or loss of (back-up) data, information, documents, domain names and/or similar (proprietary) rights.

12.3. The total liability of Supplier for damage, for whatever reason, shall never exceed the lesser sum of:
(a) the price stipulated for the agreement (exclusive of VAT) whereby, if the agreement is mainly a continuing performance agreement with a duration of more than one (1) year, the price stipulated for the agreement is set at the total of the fees (exclusive of VAT) for one year, and
(b) € 10,000,-- (ten thousand euro).

12.4. In derogation of article 12.3, the total liability of Supplier for damage caused by death, physical injury or material damage to goods shall never exceed € 1,250,000 (one million two hundred and fifty thousand euro).

12.5. The exclusions and limitations of liability of Supplier as set out in the preceding paragraphs of this article are entirely without prejudice to the other exclusions and limitation of liability of Supplier under these General Provisions and the Supplemental Provisions of these General Terms and Conditions.

12.6. The exclusions and limitations referred to in article 12.1 up to and including 12.5 cease to have effect if Client proves that the damage was the result of intent or deliberate recklessness of (the management board of) Supplier.

12.7. Unless performance by Supplier is permanently impossible, liability of Supplier because of an attributable failure in the performance of the agreement is only created if Client gives notice of default to the management board of Supplier immediately be registered letter and in writing, giving a reasonable period to cure the default, and Supplier continues to be in default of its obligations after that period. The notice of default must contain as detailed as possible a description of the default, so as to enable Supplier to respond adequately.

12.8. A condition for any right to damages and/or right of reclamation to arise, also in respect of invoices and/or failures, is always that Client must inform Supplier as soon as possible, by registered letter and in writing, of the damage and/or the ground for reclamation, not later than eight (8) days afterwards, at least within a maximum of eight (8) days after the moment the damage and/or ground for reclamation could reasonably have been discovered. In case of a consumer sale, a period of two (2) months applies by operation of law to report a ground for reclamation after arisen, at least two (2) months after the moment the ground for reclamation could reasonably have been discovered.

12.9. Client shall indemnify Supplier from third-party claims related to or ensuing from the use of goods and/or

services supplied by Supplier, including but not limited to product liability caused by a defect in a product or system that was supplied by Client to a third party and that also consisted of equipment, software or other materials supplied by Supplier, unless and insofar as Client proves that the damage was caused by that equipment, software or other materials. Clients must compensate all costs, damage and fines ensuing from such claims for Supplier.

12.10. The provisions in this article as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions apply also to the benefit of all (legal) persons retained by Supplier in the performance of the agreement.

13. Force majeure

13.1. Neither party is bound to perform any obligation, including any guarantee obligation agreed upon between the parties, if it is unable to do so because of force majeure. Force majeure means, among other things: (i) force majeure in respect of suppliers of Supplier, (ii) the failure to properly perform obligations of suppliers stipulated by Client to Supplier, (iii) defects to goods, equipment, software or materials of third parties, the use of which has been stipulated by Client to Supplier, (iv) government measures, (v) power outages, (vi) disruptions of the internet, computer network facilities or telecommunications facilities, (vii) war, (viii) company sit-in, (ix) strike, (v) general transportation problems, and (xi) the unavailability of one or more staff members.

13.2. If a force majeure situation continues for more than ninety days, each of the parties has the right to terminate the agreement in writing. That which has already been performed under the agreement shall in such case be settled on a proportionate basis, without parties owing each other anything else.

14. Adjustments and additional work

14.1. If Supplier at the request of or with the prior approval of Client has carried out work or other performances that do not fall under the content or scope of the agreed work and/or performances, this work or performances shall be paid for by Client in accordance with the rates agreed upon and in their absence in accordance with the usual rates of Supplier. Supplier is never obliged to meet such request and it may request that a separate written agreement will be concluded for this purpose.

14.2. Client accepts that the work or performance referred to in this article may affect the agreed or expected time of completion of the provided service and the mutual responsibilities of Client and Supplier. The fact that any (request for) additional work occurs during the performance of the agreement shall never be a ground for Client to give notice of termination or terminate the agreement.

14.3. Insofar as a fixed price has been agreed upon for the provision of services, Supplier shall inform Client upon request in writing of the financial consequences of the additional work or performances referred to in this article.

15. Transfer of rights and obligations

15.1. Client is not entitled to sell and/or transfer the rights and/or obligations under the agreement to a third party.

15.2. Provided that the performance of the agreement is reasonably ensured by the legal successor, Supplier is entitled to transfer the agreement and/or ensuing claims to a third party and Client hereby gives in advance any required permission to do so.

16. Confidentiality and take-over of staff

16.1. Client and Supplier shall ensure that all information received from another party that they know or reasonably should know to be of a confidential nature, shall remain confidential. The party that receives confidential information shall only use it for the purpose for which it was provided. Information shall in any case be considered confidential if designated thus by any of the parties.

16.2. Each of the parties shall for the duration of the agreement as well as two years after its termination only hire employees of the other party that are or were involved in the performance of the agreement or have them work otherwise for it, directly or indirectly, only if the other party has given its prior written permission for this. Conditions may be attached to such permission.

17. Subcontracting

17.1. Unless otherwise between the Parties, Supplier has the right to retain subcontractors to perform all or a part of the services for Client. Supplier continues to have ultimate responsibility in relation to this provision of services.

18. Applicable law and disputes

18.1. The agreements between Client and Supplier are governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention 1980 is excluded.

18.2. Any disputes that may arise between Supplier and Client in relation to an agreement concluded between Supplier and Client or ensuing from further resulting agreements, shall be settled exclusively by the District Court of Zwolle-Lelystad (location Zwolle).

ANNEX – SUPPLEMENTAL PROVISIONS TO GENERAL TERMS AND CONDITIONS SIGNET B.V.

This Annex contains the below Supplemental Provisions to the General Provisions of the General Terms and Conditions and apply supplementary to Supplier and Client insofar as relating to the supply of goods and/or services as agreed upon between Supplier and Client.

A. Licence for software
This Supplemental Provision applies if Supplier provides software to Client on the basis of a user licence.

B. Development of software
This Supplemental Provision applies if Supplier develops software at the instructions of Client for the benefit of Client or one or more third parties, and possibly installs the software.

C. Maintenance of software
This Supplemental Provision applies if Supplier provides services in the field of software maintenance.

D. Application Service Provision, Software as a Service, Infrastructure as a Service, and Computerservice
This Supplemental Provision applies if Supplier provides services in the field of or under the name of Application Service Provision (ASP), Software as a Service (SaaS), Infrastructure as a Service (IaaS), and/or Computerservice.

E. Development, design and maintenance of a website and general design
This Supplemental Provision applies if Supplier on instructions designs, develops, manages and/or maintains a website and/or performs general design work.

F. Webhosting
This Supplemental Provision applies if Supplier provides services in the field of 'webhosting' and related services.

G. Secondment services
This Supplemental Provision applies if Supplier, in exchange for a fee, seconds one or more employees at Client to work under the management and supervision of Client.

H. Courses and training
This Supplemental Provision applies if Supplier provides services in the field of courses, such as (in-company) training, seminars, webinars and workshops (hereinafter briefly referred to as: courses).

I. Advice, consultancy and project management
This Supplemental Provision applies if Supplier provides services in the field of consultancy, advice and project management.

J. Other services
This Supplemental Provision applies if Supplier provides services in the field of information and communications technology, such as - but not limited to - the management of ICT systems and related services (including managed hosting).

K. Sale of ICT, telecommunications and office equipment and other goods
This Supplemental Provision applies if Supplier sells computer, telecommunications or office equipment and/or other equipment, supplies, consumables, parts and/or other goods (hereinafter referred to as: goods).

L. Lease of ICT, telecommunications and office equipment
This Supplemental Provision applies if Supplier leases ICT, telecommunications and/or office equipment to Client.

M. Maintenance of ICT, telecommunications and office equipment
This Supplemental Provision applies if Supplier provides services in the field of maintenance of ICT, telecommunications and office equipment (hereinafter referred to as: the equipment).

N. Access to the internet
This Supplemental Provision applies if Supplier provides services relating to access to the internet.

O. Telecommunications services
This Supplemental Provision applies if Supplier provides fixed and/or mobile telecommunications services.

P. Financing and leasing of ICT
This Supplemental Provision applies to leasing and/or financing of any ICT object.

A.   Licence for software

A.1.   Right-of-use
A.1.1. Supplier shall make certain computer programmes specified in the agreement and the related user documentation available to Client for use, hereinafter referred to as 'the software'.
A.1.2. Unless agreed otherwise in writing, the obligation of Supplier to make this available and the right-of-use of Client only extends to the so-called object code of the software. The right-of-use of Client does not extend to the source code of the software. The source code of the equipment and the technical documentation generated during the development of the software shall never be made available to Client, also not if Client is prepared to make a financial payment for such availability.
A.1.3. Unless agreed otherwise in writing, Supplier has no obligation to make software and/or programme libraries or data libraries available, save as agreed upon, also not of these are necessary for the use and/or maintenance of the software. If, in derogation of the above, Supplier must also make software other than as agreed upon and/or programme libraries or data libraries available, Supplier may request that a separate written agreement is concluded therefor.
A.1.4. Unless agreed otherwise in writing, the obligations to perform of Supplier do not include the maintenance of the software and/or the provision of support to the software users. If, in derogation of the above, Supplier must also provide such maintenance and/or support, Supplier may request that Client enters into a separate written agreement therefor.
A.1.5. Without prejudice to the provisions of the General Provisions, the right to use software is always non-exclusive, non-assignable and non-sublicensable.
A.2.   Restrictions on use
A.2.1. Client shall always strictly comply with restrictions parties have agreed upon in relation to the right-of-use of the software. Client is aware of the fact that a breach of an agreed restriction of use both constitutes an

attributable failure in the performance of the agreement with Supplier, as well as an infringement of the intellectual property rights of the software. The agreed restrictions on use may relate, inter alia, to: - the kind or type of equipment that the software is intended for, and/or - the maximum number of processing units that the software is intended for, and/or - certain - persons, designated by name or position or not, within the organisation of Client who may use the software, and/or the maximum number of users who - simultaneously or otherwise - may use the software within the organisation of Client, and/or - the location where the software may be used, and/or - certain types and purposes of use (e.g. business use or use for private purposes), and/or - any other quantitative or qualitative restriction.

A.2.2. If parties have agreed that the software may only be used in combination with certain equipment or a certain kind or type of equipment, Client is entitled to use the software in case of a malfunctioning of the equipment concerned for the duration of this malfunctioning on other equipment of the same kind and type.

A.2.3. Supplier may request that Client does not start using software until Client has requested and obtained one or more codes (passwords, identity codes, etc.) that are necessary for this use, from Supplier, its supplier or the producer of the software. Supplier is always entitled to take technical measures for the protection of the software against unlawful use and/or use in other ways or for other purposes than agreed upon between the parties.

A.2.4. Client may never remove or circumvent or procure the same in respect of any technical facilities that are intended for the protection of the software.

A.2.5. Unless agreed otherwise in writing, Client may only use the software within and for the purpose of its own business or organisation, and only for the intended use. Unless agreed otherwise in writing, Client may not use the software to process data for the benefit of third parties, like 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

A.2.6. Client is not permitted to sell, lease, dispose of or grant restricted rights in respect of the software, the carriers on which the software is installed, or to sell certificates of authenticity provided by Supplier when the software was made available, or to make same in any way or for any purpose available to a third party. Nor is Client permitted to give a third party - remotely or otherwise - access to the software or place the software with a third party for hosting, also not if the third party concerned only uses the software for the benefit of Client.

A.2.7. Client shall upon request without delay give its full cooperation to any investigation carried out by or on behalf of Supplier into the compliance by Client with the agreed restrictions on use. Client shall give Supplier at its first request access to its premises and systems. Supplier must treat all business information that can be deemed confidential and that was received in connection with such investigation from or at Client, insofar as that information does not concern the use of the software itself, confidentially.

A.3. **Delivery and installation**

A.3.1. Supplier shall deliver the software on the agreed format of information carriers or, in the absence of clear arrangements in respect hereof, on a format of information carriers determined by Client, or else deliver this to Client using telecommunications facilities (on-line). Supplier decides on the manner of delivery.

A.3.2. Supplier shall install the software at Client only if this was agreed upon in writing between the parties. In the absence of any such express arrangements, Client shall itself install, set up, parameterize and tune the software and if necessary adjust the used equipment and user environment. Unless agreed otherwise in writing, Supplier is not obliged to perform a data conversion.

A.3.3. If the availability of user documentation was agreed upon in writing in the agreement between the parties, this shall be effected in paper or in digital form, with a content to be determined by Supplier. Supplier decides on the form and language of the user documentation.

A.4. **Acceptance test and acceptance**

A.4.1. If parties have not agreed that an acceptance test will be performed, Client shall accept the software in its condition at the time of delivery ('as is'), so with all visible and invisible errors and defects, without prejudice to the obligations of Supplier under the guarantee scheme of article **Error! Reference source not found.** of these Supplemental Provisions.

A.4.2. If parties have agreed in writing on an acceptance test, the provisions of articles A.4.3 up to and including A.4.10 of the Supplemental Provisions apply.

A.4.3. Where in this Supplementary Provision the term 'error' is used, this means that the functional and technical specifications of the software as indicated by Supplier in writing are substantially not met, and, if the software is in part or in whole custom software, does not meet the agreed functional or technical specifications agreed upon expressly in writing between the parties by means of an agreement or a functional and/or technical design. In the absence of a proper specification by means of incorporation into an agreement, functional and/or technical design, the risk of deviations lies with Client. An error only exists if Client can prove it and the error is reproducible. Client must report errors immediately to Supplier.

A.4.4. If an acceptance test was agreed upon, the test period is fourteen days after delivery or, if it was agreed in writing that Supplier would perform the installation, after completion of the installation. During the test period, Client is not free to use the software for productive or operational purposes. Client shall perform the agreed acceptance test upon the software with sufficiently qualified staff and with sufficient scope and depth and report the test results in writing, orderly and in an understandable manner to Supplier.

A.4.5. If an acceptance test has been agreed on, Client undertakes to test under its full and exclusive responsibility whether the delivered software meets the functional or technical specifications indicated in writing by Supplier, and, if the software is in whole or in part custom software, the functional or technical specifications agreed on in writing between the parties. Unless otherwise agreed in writing, any assistance given by Supplier during the performance of an acceptance test is entirely for the risk of Supplier.

A.4.6. The software shall be considered accepted between the parties:

(a) if parties have not agreed on an acceptance test: upon delivery, or, if an installation carried out by Supplier was agreed upon in writing, upon completion of the installation, or

(b) if parties have agreed on an acceptance test: on the first day after the test period, or

(c) if Supplier before the end of the test period receives a test report as referred to in article A.4.7: the moment the errors mentioned in the test report have been repaired, without prejudice to the presence of imperfections that according to article A.4.7 do not impede acceptance. In derogation of the above, the software, if used by Client in any way for productive or operational purposes prior to the moment of express acceptance, shall be considered fully accepted as of the commencement of such use.

A.4.7. If during the performance of the agreed acceptance test the software appears to contain errors, Client shall inform Supplier of the errors not later than on the last day of the test period by means of a written and detailed test report. Supplier shall make every effort to repair said errors within a reasonable term, and has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software.

A.4.8. Acceptance of the software may not be withheld on grounds that are not related to the specifications expressly agreed between the parties and also not because of the existence of minor errors, being errors that do not reasonably impede the operational or productive putting into use of the software, without prejudice to the obligation of Supplier to repair these minor errors under the guarantee scheme of article **Error! Reference source not found.**, if and insofar as applicable. Acceptance may also not be withheld because of aspects of the software that can only be assessed subjectively, like aesthetic aspects and aspects of design of user interfaces.

A.4.9. If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect any acceptance of an earlier phase and/or another part.

A.4.10. Acceptance of the software in any of the manners set out in this article has the effect of Supplier being discharged in the performance of its obligations regarding availability and delivery of the software and, if installation by Supplier was also agreed upon, its obligations regarding the installation of the software. Acceptance of the software does not affect the rights of Client under article A.4.8 regarding minor defects, and article **Error! Reference source not found.** regarding guarantees.

A.5. **Duration of the agreement**

A.5.1. Immediately upon termination of the right-of-use of the software, Client shall return all copies of the software in its possession to Supplier. If parties have agreed that upon termination of the agreement Client shall destroy the copies concerned, Client shall immediately report such destruction to Supplier in writing. Supplier has upon or after termination of the right of use no obligation to give assistance to Client with a view to a data conversion desired by Client.

A.6. **Right-of-use fee**

A.6.1. Unless otherwise agreed in writing, the right-of-use fee agreed between the parties becomes payable at the dates agreed between the parties or, in the absence of agreed dates:

(a) if parties have not agreed that Supplier shall take care of installation of the software: upon delivery of the software, or, in case of periodically payable right-of-use fees, upon delivery of the software and

subsequently upon commencement of each new right-of-use term;

(b) if parties have agreed that Supplier shall take care of installation of the software: upon completion of the installation of the software, or, in case of periodically payable right-of-use fees, upon completion of the installation of the software and subsequently upon commencement of each new right-of-use term.

A.6.2. Unless agreed otherwise in writing, Supplier is not obliged to install and modify the software. If, in derogation of the above, Supplier must also provide such installation work or work in connection with a modification of the software, Supplier may request that Client enters into a separate written agreement therefor. These performances will, as appropriate, be charged separately at the usual rates of Supplier.

A.7. **Modification of the software**

A.7.1. Unless agreed otherwise in writing and save the exceptions set out in law, Client has no right to modify the software in part or in whole without the prior written permission of Supplier. Supplier always has the right to refuse permission or attach conditions to its permission, including conditions in relation to the method and quality of the execution of the modifications desired by Client.

A.7.2. Client carries the full risk of all modifications made by Client or by third parties at the instructions of Client, with or without the permission from Supplier.

A.8. **Guarantees**

A.8.1. Supplier does not guarantee that the software made available to Client is suitable for the factual and/or intended use by Client. Supplier does also not guarantee that the software shall operate without interruptions, errors or defects, or that all errors and defects shall always be repaired.

A.8.2. Supplier shall make every effort to repair errors in the software within the meaning of article A.4.3 of these Supplemental Provisions within a reasonable term, if these have been reported in writing to Supplier within a period of three months after delivery, or, if an acceptance test was agreed upon between the parties, within three months after acceptance. Repairs are done free of charge, unless the software was developed at the instructions of Clients other than for a fixed price, in which case Supplier shall charge the costs of repair at its usual rates. Supplier may charge the costs of repair in accordance with its usual rates in case of user errors or incompetent use by Client, or other causes that cannot be attributed to Supplier, or if the errors could have been discovered when performing the agreed acceptance test. The obligation to repair ceases to exist if Client made or had made modifications to the software without the written permission of Supplier, which permission shall not be withheld on unreasonable grounds.

A.8.3. Repair of errors shall be carried out at a location to be determined by Supplier. Supplier always has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software.

A.8.4. Supplier never has any obligation to repair corrupted or lost data.

A.8.5. Supplier has no obligation to repair errors reported after expiry of the guarantee period referred to in article A.8.2 of the Supplemental Provisions, unless parties have concluded a separate maintenance agreement that includes such obligation to repair.

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A.9. Confidentiality

A.9.1. Client acknowledges that the software is of a confidential nature and that this software contains company secrets of Supplier, its suppliers and/or the producer of the software.

A.10. Maintenance agreement

A.10.1. If Client has not simultaneously with the agreement for availability of the software concluded a maintenance agreement with Supplier, Supplier has no obligation to still enter into a maintenance agreement for this software at a later stage.

A.11. Software from suppliers

A.11.1. If and insofar as Supplier makes software from third parties available to Client, and provided this was notified in writing by Supplier to Client, the (licence) terms of those third parties shall apply to that software, replacing the provisions in these General Terms and Conditions that deviate from those terms. Client accepts the above-mentioned terms of third parties. These terms are available for inspection by Client at Supplier and Supplier shall send them to Client at its request free of charge. If and insofar as said terms of third parties in the relationship between Client and Supplier for any reason must be deemed not to apply or are declared not applicable, the provisions of these General Terms and Conditions apply in full.

B. Development of software

B.1. Specifications of the software

B.1.1. If specifications or a design of the software to be developed have not been made available by or on behalf of Client to Supplier prior to the conclusion of the agreement, parties shall specify in writing and in good consultation which software shall be developed and how the development shall be carried out. Parties mutually acknowledge that good cooperation and good mutual communication are key factors for the proper specification, design and development of software. The cooperation and mutual communication shall be done as much as possible with due observance of the project organisation, arrangements and/or procedures as agreed in such case between the parties in writing.

B.1.2. Client always guarantees the accuracy, completeness and consistency of data, specifications and designs supplied to Supplier, also if those data, specifications and designs originate from a third party. Inaccuracies, incompleteness and inconsistencies are always for the account and risk of Client.

B.1.3. Supplier has the right, but not the obligation, to investigate the accuracy, completeness and consistency of data, specifications or designs made available to it and, when establishing any imperfections, to postpone the agreed work until Client has removed the imperfections concerned. Client has the obligation to always report imperfections known to it in the specifications or the design of the software to be developed, as soon and as completely as possible to Supplier.

B.1.4. If parties use a development method that is characterised by the starting principle that designing and/or developing parts of the software is subject to further prioritisation in relation to the specifications, with such prioritisation to be determined during the performance of the agreement, then this prioritisation

shall always be decided on in good consultation between the parties.

B.2. Development of software

B.2.1. Supplier shall develop the software with care, observing the specifications or the design of the software and - as appropriate - observing the project organisation, methods, techniques, arrangements and/or procedures agreed upon in writing with Client. Before commencing the development work, Supplier may request that Client fully, unconditionally and in writing approves the specifications or the design. Supplier has the right to postpone its activities until such time as Client has fully, unconditionally and in writing approved the specifications or the design. The development work of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

B.2.2. If it was agreed that the development of the software shall take place in phases or if Supplier uses a development method based on execution in phases, Supplier has the right to postpone the commencement of the services that form part of a phase until Client has approved the results of the preceding phase in writing.

B.2.3. Unless agreed otherwise in writing, Supplier has no obligation to follow timely and responsibly given instructions from Client when performing the development work. Supplier has no obligation to follow instructions that amend or add to the substance or scope of the performance obligations of Supplier. However, if such instructions are followed, the work concerned shall be paid for in accordance with the usual rates of Supplier.

B.2.4. If the agreement for the development of software was entered into with a view to execution by one or more specified persons, Supplier always has the right to replace these persons, in consultation with Client, within a term set by Supplier, by one or more persons with similar or comparable qualifications.

B.2.5. Client shall give Supplier upon request the opportunity to carry out work outside the usual working days and working hours at the offices or location of Client.

B.3. Delivery and installation

B.3.1. Client shall deliver the software on the agreed type and format information carriers, or else by means of telecommunications facilities (on-line). Supplier decides on the manner of delivery.

B.3.2. Supplier shall install the software at Client only if this was agreed upon in writing between the parties. In the absence of any such express arrangements, Client shall itself install, set up, parameterize and tune the software and if necessary adjust the used equipment and user environment. Unless agreed otherwise in writing, Supplier is not obliged to perform a data conversion.

B.3.3. User documentation shall be made available in paper or digital form. Supplier decides on the form and language of the user documentation.

B.4. Acceptance test and acceptance

B.4.1. If parties have not agreed that an acceptance test shall be performed, Client accepts the software in its condition at the time of delivery ('as is'), so with all visible and invisible errors and defects, without prejudice to the obligations of Supplier under the guarantees of article

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Error! Reference source not found. of these Supplemental Provisions.

B.4.2. If parties have agreed in writing on an acceptance test, the provisions of articles B.4.3 up to and including B.4.10 of the Supplemental Provisions apply.

B.4.3. Where in this Supplementary Provision the term 'error' is used, this means that the functional or technical specifications of the software expressly agreed upon between the parties in writing are substantially not met. An error only exists if Client can prove it and the error is reproducible. Client must report errors immediately to Supplier.

B.4.4. If an acceptance test was agreed upon, the test period is fourteen days after delivery or, if it was agreed in writing that Supplier would perform the installation, after completion of the installation. During the test period, Client is not permitted to use the software for productive or operational purposes. Client shall perform the agreed acceptance test on the software with sufficiently qualified staff and with sufficient scope and depth and report the (interim) test results of the development work in writing, orderly and in an understandable manner to Supplier.

B.4.5. If an acceptance test has been agreed on, Client undertakes to test under its full and exclusive responsibility whether the delivered software meets the functional or technical specifications indicated in writing by Supplier, and, if the software is in whole or in part custom software, the functional or technical specifications agreed on in writing between the parties. Unless otherwise agreed in writing, any assistance given by or on behalf of Supplier during the performance of an acceptance test is entirely for the account and risk of Supplier.

B.4.6. The software shall be considered accepted between the parties: a. if parties have not agreed on an acceptance test: upon delivery, or, if parties agreed in writing on installation to be performed by Supplier, upon completion of the installation, or, b. if parties did agree on an acceptance test: on the first day after the test period, or c. if Supplier receives a test report as referred to in article B.4.7 before the end of the test period: at the time that the errors mentioned in this test report have been repaired, without prejudice to the existence of imperfections that according to article B.4.8 do not impede acceptance. In derogation of the above, the software, if used by Client in any way for productive or operational purposes prior to the moment of express acceptance, shall be considered fully accepted as of the commencement of such use.

B.4.7. If during the performance of the agreed acceptance test the software appears to contain errors, Client shall inform Supplier of the errors not later than on the last day of the test period by means of a written and detailed test report. Supplier shall make every effort to repair said errors within a reasonable term, and has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software.

B.4.8. Acceptance of the software may not be withheld on grounds that are not related to specifications expressly agreed between the parties and also not because of the existence of minor errors, being errors that do not reasonably impede the operational or productive putting into use of the software, without prejudice to the obligation of Supplier to repair these minor errors as part of the guarantees of article **Error! Reference source**

not found., if and insofar as applicable. Acceptance may also not be withheld because of aspects of the software that can only be assessed subjectively, like aesthetic aspects and aspects of the design of user interfaces.

B.4.9. If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect any acceptance of an earlier phase and/or another part.

B.4.10. Acceptance of the software in any of the manners set out in this article has the effect of Supplier being discharged for the performance of its obligations regarding the development of the software and, if installation by Supplier was also agreed upon, of its obligations regarding the installation of the software. Acceptance of the software does not affect the rights of Client under article B.4.8 regarding minor defects, and article **Error! Reference source not found.** regarding guarantees.

B.5. **Right-of-use**

B.5.1. Supplier shall make software developed at the instructions of Client and the related user documentation available to Client.

B.5.2. Only if and insofar as this was agreed in writing, the source code of the software and the technical documentation prepared during the development of the software shall be made available to Client, in which case Client has the right to make modifications to this software. If it is decided in law that Supplier must make the source code and/or technical documentation available to Client, Supplier may demand a reasonable fee in exchange.

B.5.3. Unless agreed otherwise in writing, Supplier has no obligation to make support software and programme libraries or data libraries available for the use and/or maintenance of the software. If, in derogation of the above, Supplier must also make support software and/or programme libraries or data libraries available, Supplier may request that a separate written agreement is concluded therefor. This availability will, as appropriate, be charged separately at the usual rates of Supplier.

B.5.4. Unless agreed otherwise in writing, the obligations to perform of Supplier do not include the maintenance of the software and/or the provision of support to the users of the software. If, in derogation of the above, Supplier must also provide maintenance and/or support, Supplier may request that Client enters into a separate written agreement therefor. These activities and services will, as appropriate, be charged separately at the usual rates of Supplier.

B.5.5. Without prejudice to the provisions of the General Provisions, the right to use software is always non-exclusive, non-assignable and non-sublicensable.

B.6. **Restrictions on use**

B.6.1. If it clearly appears from the content of the written agreement that all costs of designs and development must be carried fully and exclusively by Client, no restrictions on the right-of-use shall apply to software developed at the instructions of Client, this without prejudice to the other provisions of the General Terms and Conditions, including the provisions in article B.6.6 of the Supplemental Provisions.

B.6.2. If parties have agreed on restrictions on use, Client shall always strictly comply with the agreed restrictions on the use of the software. Client is aware of the fact that a breach of an agreed restriction on use both constitutes an attributable failure in the performance of the

agreement with Supplier, as well as an infringement of the intellectual property rights in relation to the software. The agreed restrictions on use may relate, inter alia, to:
- the kind or type of equipment that the software is intended for;
- the maximum number of processing units that the software is intended for, and/or
- certain persons - designated by name or position or not - who may use the software within the organisation of Client, and/or
- the maximum number of users who may use - simultaneously or not - the software within the organisation of Client, and/or
- the location where the software may be used, and/or
- certain types and purposes of use (e.g. business use or use for private purposes), and/or
- every other quantitative or qualitative restriction.

B.6.3. If parties have agreed that the software may only be used in combination with certain equipment or a certain kind or type of equipment, Client is entitled to use the software in case of a malfunctioning of the equipment concerned for the duration of this malfunctioning on other equipment of the same kind and type.

B.6.4. Supplier may request that Client does not start using software until Client has requested and obtained one or more codes (passwords, identity codes, etc.) that are necessary for this use, from Supplier, its supplier or the producer of the software.

B.6.5. Client may never procure the circumvention or removal of technical facilities that are intended for the protection of the software.

B.6.6. Unless agreed otherwise in writing, Client may only use the software in and for its own business or organisation. Unless agreed otherwise in writing, Client may not use the software to process data for the benefit of third parties, like 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

B.6.7. Client is not permitted to sell, rent out, dispose of or grant restricted rights in respect of the software and the carriers on which the software is installed or to make same in any way or for any purpose available to a third party. Nor is Client permitted to give a third party - remotely or otherwise - access to the software or place the software with a third party for hosting, also not if the third party concerned only uses the software for the benefit of Client.

B.6.8. Client shall upon request without delay give its full cooperation to any investigation carried by or on behalf of Supplier into Client's compliance with the agreed restrictions on use. Client shall give Supplier at its first request access to its premises and systems. Supplier must treat confidentially all business information that can be deemed confidential and that was received in connection with such investigation from or at Client, insofar as that information does not concern the use of the software itself.

B.7. **Duration of the agreement**

B.7.1. The software developed at the instructions of Client shall be made available to Client for the duration agreed upon between the parties. If no duration was agreed upon between the parties, the duration of the right-of-use is not limited in time and Supplier cannot terminate the agreement by giving notice of termination, provided Client strictly complies with all its obligations under the agreement to Supplier.

B.7.2. Client shall immediately, as appropriate, upon termination of the right-of-use of the software return all copies of the software in its possession to Supplier. If parties have agreed that upon termination of the agreement Client shall destroy the copies concerned, Client shall immediately report such destruction to Supplier in writing. Supplier has upon or after termination of the right-of-use no obligation to give assistance to Client with a view to a data conversion desired by Client.

B.8. **Development work fee**

B.8.1. In the absence of an agreed invoicing scheme, all amounts relating to the development of software are always payable per calendar month in arrears.

B.8.2. Unless agreed otherwise in writing, the price for the development work also includes the fee for the right to use the software.

B.8.3. Unless agreed otherwise in writing, the software development fee does not include a fee for the support software and programme libraries and data libraries required by Client, any installation services and any modification of and/or maintenance work to the software. Nor does the right-of-use fee include the provision of support to the software users. These activities and services will, as appropriate, be charged separately at the usual rates of Supplier.

B.9. **Modification of the software**

B.9.1. Unless agreed otherwise in writing and save the exceptions set out in law, Client is not permitted to modify the software in part or in whole without the prior written permission of Supplier. Supplier always has the right to refuse permission or attach conditions to its permission, including conditions in relation to the method and quality of the execution of the modifications desired by Client.

B.9.2. Client shall carry the full risk of all modifications made by Client or by third parties at the instructions of Client, with or without the permission from Supplier.

B.10. **Guarantees**

B.10.1. Supplier does not guarantee that the software developed at the instructions of Client is suitable for the actual and/or intended use by Client. Supplier does also not guarantee that the software shall operate without interruptions, errors or defects, or that all errors and defects shall always be repaired.

B.10.2. Supplier shall make every effort to repair errors in the software within the meaning of article B.4.3 of these Supplemental Provisions within a reasonable term, if these have been reported in writing to Supplier within a period of three months after delivery, or, if an acceptance test was agreed upon between the parties, within three months after acceptance. Repairs are done free of charge, unless the software was developed at the instructions of Clients other than for a fixed price, in which case Supplier shall charge the costs of repair at its usual rates. Supplier may charge the costs of repair in accordance with its usual rates in case of user errors or incompetent use by Client, or other causes that cannot be attributed to Supplier, or if the errors could have been discovered when performing the agreed acceptance test. The obligation to repair ceases to exist if Client made or had made modifications to the software without the written permission of Supplier, which permission shall not be withheld on unreasonable grounds.

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B.10.3. Repair of errors shall be carried out at a location to be determined by Supplier. Supplier always has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software.

B.10.4. Supplier never has any obligation to repair corrupted or lost data.

B.10.5. Supplier has no obligation to repair errors reported after expiry of the guarantee period referred to in article B.10.2 of the Supplemental Provisions, unless parties have concluded a separate maintenance agreement that includes such obligation to repair.

B.11. **Confidentiality**

B.11.1. Client acknowledges that the software is of a confidential nature and that this software contains company secrets of Supplier, its suppliers and/or the producer of the software.

C. **Maintenance of software**

C.1. **Services**

C.1.1. Supplier shall perform the maintenance work to the software specified in the agreement between the parties. The maintenance obligation comprises the repair of errors in the software in accordance with article C.2 of these Supplemental Provisions and - only if this was agreed in writing between the parties - the making available of new versions of the software in accordance with article C.3 of these Supplemental Provisions.

C.1.2. Unless agreed otherwise in writing, Supplier is not obliged to perform a data conversion.

C.1.3. If the provision of services by Supplier under the agreement also includes support to software users, Supplier shall give advice by telephone or email about the use and functioning of the software mentioned in the agreement. Supplier may set conditions to the qualifications and the number of contact persons who qualify to give such support. Supplier shall consider all properly substantiated support requests within a reasonable term and in accordance with its usual procedures. Supplier does not guarantee the accuracy, completeness or timeliness of responses or offered support. Unless agreed otherwise in writing, support is only given on working days during the usual opening hours of Supplier.

C.1.4. If the provision of services by Supplier under the agreement also includes the provision of so-called 'stand-by services', Supplier shall keep one or more staff members on stand-by during the days and times stated in the agreement. In that case, Client has the right, in case of urgency, to call in the support of the available staff members in the event of serious malfunctioning of the software. Supplier does not guarantee that in that case all malfunctions will be repaired timely.

C.1.5. Maintenance and any other agreed services are performed as of the date on which the agreement is concluded.

C.2. **Performance provision of services**

C.2.1. Supplier shall make an effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

C.2.2. Client shall report in detail errors identified in the software. After receipt of a notification, Supplier shall, in accordance with its usual procedures, make every effort to repair the errors and/or make improvements to later new versions of the software. The results will, depending on the urgency, be made available to Client in a manner and time period to be determined by Supplier. Supplier has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software. In the absence of express arrangements, Client shall itself install, set up, parameterize and tune the corrected software or the new version of the software that has been made available, and if necessary modify the used equipment and user environment. Supplier does also not guarantee that the software shall operate without interruptions, errors or defects, or that all errors and defects shall always be repaired.

C.2.3. If Supplier carries out the maintenance work on-line, Client shall timely arrange a proper infrastructure and telecommunications facilities. Supplier has the right to postpone or limit maintenance work if the infrastructure and telecommunications facilities of Client do not meet the requirements set by Supplier.

C.2.4. Client shall give all cooperation desired by Client to the maintenance work, including the temporary stopping of the use of the software by Client, if this is necessary in the opinion of Supplier. In the absence of the requested cooperation, Supplier may postpone or limit the maintenance work. If Supplier provides services on the basis of data provided by Client, these data shall be prepared by Client in accordance with the conditions set by Supplier, and supplied for the account and risk of Client. Client guarantees that all materials, data, software, procedures and instructions it is provided with by Supplier to perform the services, are always accurate and complete, and that all information carriers provided to Supplier meet the specifications of Supplier.

C.2.5. If the maintenance work is related to software that was not delivered to Client by Supplier itself, Client, if this is deemed useful, necessary or desirable by Supplier for the maintenance work, shall make the source code, the technical (development) documentation of the software (including data models, designs, change-logs and suchlike) available. Client guarantees that it is entitled to make these available and that there are no third-party rights opposing this. Client grants Supplier the right to use and modify the software, including the source code and technical (development) documentation, in connection with the performance of agreed maintenance. Client indemnifies Supplier from all third-party claims in relation to the availability and use of all that was made available in connection with maintenance work by to Supplier.

C.2.6. The maintenance work by Supplier does not affect the own responsibility of Client for the management of the software, including the control of settings, the use of the software and the way in which the results of the use of the software are applied. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client. In the absence of any express arrangements in this respect, Client shall itself install, set up, parameterize and tune the (support) software and if necessary adjust the used equipment and user

environment and realise the interoperability desired by Client.

C.3.   New versions of the software

C.3.1. The maintenance work includes the making available of new versions of the software only if and insofar as this has been expressly agreed upon in writing. If the maintenance work includes the making available of new versions of the software, new versions will be made available at the discretion of Supplier.

C.3.2. Three months after an improved version has been made available, Supplier is no longer obliged to report any errors in the preceding version or to give support and/or maintenance in relation to a previous version.

C.3.3. Supplier may request that, to make a version available with new features and functionalities, Client enters into a new written agreement with Supplier and that a new fee is paid for this availability. Supplier may take over a functionality from an earlier version of the software, but does not guarantee that each new version has the same functionality as the previous version. Supplier is not obliged to maintain, alter or add features or functionalities of the software that were specifically for Client.

C.3.4. Supplier may request from Client that it adjusts its system (equipment, software and suchlike) if this is necessary for the proper functioning of a new version of the software.

C.4.   Service Level Agreement

C.4.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

C.5.   Duration

C.5.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier gives notice of termination of the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

C.6.   Payment

C.6.1. In the absence of an expressly agreed invoicing scheme, all amounts relating to the maintenance of software and any other services laid down in the agreement are payable in advance per calendar month.

C.6.2. Amounts related to the maintenance of the software and any other services laid down in the agreement are payable as of the commencement date of the agreement. The fee for maintenance work and any other services laid down in the agreement is payable, regardless whether Client uses the software or has taken the software into use, or makes use of the possibility of maintenance.

C.7.   Exclusions

C.7.1. The maintenance to the software does not include the repair of errors, flaws or imperfections caused by or related to:

(a) user errors or incompetent use of the software, which includes errors in the entry of data, or in the data themselves;

(b) modification of the software, other than by or on behalf of Supplier;

(c) the use of the software contrary to the applicable conditions or the instructions in the user documentation;

(d) modification of or errors, flaws or imperfections in equipment or other software than included in the maintenance work of Supplier;

(e) the failure of Client to have timely maintenance for the software;

(f) the use of an old version of the software that is no longer maintained by Supplier;

(g) repair of corrupted or lost data;

(h) other causes that cannot be attributed to Supplier.

C.7.2. If Supplier performs maintenance work or other work related to the provisions of article C.7.1, Supplier may charge the costs of such maintenance or other work in accordance with its usual rates, which does not affect the other amounts payable by Client for maintenance.

D.   Application Service Provision, Software as a Service, Infrastructure as a Service, and Computerservice

D.1.   Supplement to Applicability

D.1.1. For the application of this Supplemental Provision, Application Service Provision and Software as a Services means: the 'remote' making available and keeping available of software by Supplier of software to Client via the internet or another network, without Client being provided with a physical carrier with the software concerned.

D.1.2. For the applicability of this Supplemental Provision, Infrastructure as a Service means: the 'virtual' making available and keeping available of infrastructure to Client via the internet or another network.

D.1.3. For the application of this Supplemental Provision, Computerservice means: the automatic processing of data by means of software and equipment managed by Supplier.

D.2.   Services

D.2.1. Supplier shall provide the services stipulated in the agreement between the parties in the areas of Application Service Provision, Software as a Service, Infrastructure as a Service and/or Computerservice, as well as the other services agreed upon between the parties. If the agreement includes this, Supplier shall install the software indicated in the agreement on the infrastructure indicated by Supplier. Supplier has the right to adjust or alter the infrastructure at any time and at its own discretion. Unless agreed otherwise in writing, Supplier is not responsible for the purchase (including the obtaining of the appropriate licences) and/or the proper functioning of the infrastructure and/or software of Client or that of third parties. Client indemnifies Supplier from any third-party claim based on the allegation that software, websites, databases, equipment or other materials of Client or that of other

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parties that is used by Client would infringe an intellectual property right of that third party.

D.2.2. Unless agreed otherwise in writing, Client is responsible for the management, including control of the settings, the use of the services and the way in which the results of the use of the software are applied. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client. In the absence of any express arrangements in this respect, Client shall itself install, set up, parameterize and tune the (support) software required on its own equipment and if necessary adjust the used equipment, other (support) software and user environment and realise the interoperability desired by Client.

D.2.3. Unless agreed otherwise in writing, Supplier is not obliged to perform a data conversion.

D.2.4. If the provision of services by Supplier under the agreement also includes support to users, Supplier shall give advice by telephone or email about the use and functioning of the infrastructure mentioned in the agreement and/or software, and the use made of the service. Supplier may set conditions to the qualifications and the number of contact persons who qualify to give such support. Supplier shall deal with all properly substantiated support requests within a reasonable term. Supplier cannot guarantee the accuracy, completeness or timeliness of responses or offered support. Unless agreed otherwise in writing, support is only given on working days during the usual opening hours of Supplier.

D.2.5. If the provision of services to Client under the agreement also includes the making of back-ups of data from Client, Supplier will, observing the periods agreed upon in writing between the parties and in the absence hereof once a month, make a full back-up of the data of Client that are in its possession. Supplier shall keep the back-up for a period agreed upon between the parties, and in the absence of any such arrangements for the time period usual with Supplier. Supplier shall treat the back-up with proper care and skills.

D.2.6. Only if expressly agreed upon in writing does Supplier has the obligation to have a fallback centre or other fallback facilities.

D.3. **Performance provision of services**

D.3.1. Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

D.3.2. Supplier only provides services at the instructions of Client. If Supplier performs work in relation to data of Client, its employees or users on the basis of a request or a properly issued order from a government agency or in connection with a legal obligation, the associated costs shall be charged to Client.

D.3.3. Supplier may make changes to the content or the scope of the provided services. If such changes result in an adjustment of the procedures applicable at Client, Supplier shall inform Client of this as soon as possible and the costs of these changes shall be for the account of Client. In that case, Client may give notice of

termination of the agreement in writing at the date these changes take effect, unless the change concerned is related to amendments of relevant legislation or other regulations issued by the competent authorities, or Supplier pays the costs of this change itself.

D.3.4. Supplier may continue performing the service using a new or modified version of the software, or a new or modified infrastructure. Supplier is not obliged to maintain, alter or add qualities or functionalities of the software that are specifically for Client.

D.3.5. Supplier may put the service temporary out of use in whole or in part for preventive, corrective or adaptive maintenance. Supplier shall ensure that the period of inactivity does not last longer than required, that it shall take place, if possible, outside office hours and, depending on the circumstances, start after notification to Client.

D.3.6. If Supplier provides services on the basis of data provided by Client, these data shall be prepared and supplied by Client in accordance with the conditions set by Supplier. Client shall bring the data to be processed and pick up the results of the processing to and from the place where Supplier provides the services. Transport and transmission, regardless their manner, are carried out for the account and risk of Client, also if this is carried out or arranged by Supplier. Client guarantees that all materials, data, software, procedures and instructions it is provided with by Supplier to perform the services, are always accurate and complete, and that all information carriers provided to Supplier meet the specifications of Supplier.

D.3.7. All equipment, software and goods used by Supplier during the provision of services remain the property or the intellectual property of Supplier or its suppliers, also if Client pays a fee for their development or purchasing by Supplier.

D.3.8. Supplier shall never have an obligation to provide Client with a physical carrier with the software that must be made available and kept in connection with the Application Service Provision and/or Software as a Service, or the software used by Supplier in connection with the Computerservice.

D.4. **Service Level Agreement**

D.4.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

D.5. **Duration**

D.5.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier gives notice of termination of the agreement in writing, observing a notice period of three months before expiry of the period

concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

D.6. Payment

D.6.1. In the absence of an agreed invoicing scheme, all amounts relating to the development of software are always payable per calendar month in advance.

D.7. Guarantees

D.7.1. Supplier does not guarantee that software made available and kept available to Client in connection with Application Service Provision and/or Software as a Service, the infrastructure and software provided in connection with Infrastructure as a Service and the software used by Supplier in connection with Computerservice are error-free and function without interruptions. Supplier shall make an effort to repair defects in the infrastructure and/or software within a reasonable term, if and insofar as concerning infrastructure and/or software installed or developed by Supplier itself, and the defects concerned have been reported to Supplier in writing and described in detail. Supplier may, as appropriate, postpone the repair of the defects until a new of altered infrastructure and/or a new version of the software is taken into use. Supplier does not guarantee that defects in the infrastructure and/or software that was not installed or developed by Supplier itself, shall be repaired. Supplier has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the software. If the infrastructure and/or the software was installed or developed at the instructions of Client, Supplier may charge the costs of repair to Client at its usual rates.

D.7.2. Supplier is not responsible for checking the accuracy and completeness of the results of the provided services and the data generated using the service. Client shall itself regularly check the results of the provided services and the data generated using the service.

D.7.3. If flaws in the results of the Computerservice are a direct consequence of products, software, information carriers, procedures or operational acts that Supplier is expressly responsible for under the agreement, Supplier will, if and insofar as required or desirable, repeat the Computerservice in order to repair the imperfections, provided Client has informed Supplier in writing and in detail of the imperfections as soon as possible, but not later than one week after the results of the Computerservice were obtained. Only if the defects in the Computerservice can be attributed to Supplier shall the repetition be carried out free of charge. If defects cannot be attributed to Supplier and/or the defects are caused by errors or imperfections of Client, like the supply of incorrect or incomplete data and/or information, Supplier shall charge Clients the costs of any repetition at its usual rates. If repair of defects attributable to Supplier is not technically or reasonably possible in the opinion of Supplier, Supplier shall credit the amounts payable by Client for the Computerservice concerned, without having any further or other liability towards Client. Client has no other rights ensuing from defects in the Computerservice than those set out in this guarantee scheme. This subarticle expressly does not apply to Application Service Provision, Software as a Service and Infrastructure as a Service.

D.7.4. Client shall on the basis of information provided by Supplier regarding measures to prevent and limit the impact of malfunctions, defects in the services provided, corruption or loss of data or other incidents, identify the risk for its organisation and take further measures as required. Supplier declares it is prepared, at the request of Client, to give its reasonable cooperation to further measures by Client on (financial) conditions set by Supplier. Supplier never has any obligation to repair corrupted or lost data.

D.7.5. Supplier does not guarantee that software made available and kept available to Client in connection with Application Service Provision and/or Software as a Service, the infrastructure and software made available and kept available in connection with Infrastructure as a Service and the software used by Supplier in connection with Computerservice, shall be timely modified to reflect amendments of relevant laws and regulations.

D.8. Processing of personal data

D.8.1. Client guarantees that all requirements have been met for the lawful processing of personal data entered by Client in software made available and kept available to Client in connection with Application Service Provision and/or Software as a Service, the infrastructure and software made available and kept available in connection with Infrastructure as a Service and the software used by Supplier in connection with Computerservice.

D.8.2. Without prejudice to the provisions in the General Provisions, Client is fully responsible for the data that are processed by Client using the service. Client guarantees to Supplier that the data are not unlawful and do not infringe any right of any third party. Client indemnifies Supplier from any legal claim from third parties, of whatever nature, in connection with the processing of these data or the performance of the agreement.

D.8.3. Pursuant to legislation regarding the processing of personal data (such as the Dutch Personal Data Protection Act), Client has obligations towards third parties, like the obligation to provide information and to allow inspection of, correct and remove personal data of the persons concerned. Client shall be fully and solely responsible for compliance with these obligations. Parties shall assume that Supplier, in respect of the processing of personal data, is a 'processor' within the meaning of the Dutch Personal Data Protection Act. Supplier shall only process personal data insofar as required in the framework of the agreed provision of goods or services or to combat fraud or attacks on Supplier's infrastructure. Supplier will as much as technically possible give cooperation to the obligations which must be met by Client. The costs associated with this cooperation are not included in the agreed prices and fees of Supplier and shall be fully at the account of Client.

D.9. Restrictions on use

D.9.1. Client shall always strictly comply with restrictions parties have agreed upon in respect of the right-of-use of the infrastructure and/or the software. Client is aware of the fact that a breach of an agreed restriction or use both constitutes an attributable failure in the performance of the agreement with Supplier, as well as, insofar as applicable, an infringement of the intellectual property rights in respect of the software. The agreed restrictions on use may relate, inter alia, to:
- the kind or type of equipment that the software is intended for;

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- the maximum number of processing units that the software is intended for, and/or
- certain persons - designated by name or position or not - who may use the software within the organisation of Client, and/or
- the maximum number of users who may use - simultaneously or not - the software within the organisation of Client, and/or
- the location where the software may be used, and/or
- certain types and purposes of such (e.g. business use or use for private purposes), and/or
- every other quantitative or qualitative restriction.

D.9.2.   If parties have agreed that the software may only be used in combination with certain equipment or a certain kind or type of equipment, Client is entitled to use the software in case of a malfunctioning of the equipment concerned for the duration of this malfunctioning on other equipment of the same kind and type.

D.9.3.   Supplier may request that Client does not start using software until Client has requested and obtained one or more codes (passwords, identity codes, etc.) that are necessary for this use, from Supplier, its supplier or the producer of the software. Supplier is always entitled to take technical measures for the protection of the software against unlawful use and/or use in other ways or for other purposes than agreed upon between the parties.

D.9.4.   Client may never remove or circumvent or procure the same in respect of any technical facilities that are intended for the protection of the software.

D.9.5.   Unless agreed otherwise in writing, Client may only use the software within and for the purpose of its own business or organisation, and only for the intended use. Unless agreed otherwise in writing, Client may not use the software to process data for the benefit of third parties, like 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

D.9.6.   Client is not permitted to sell, lease, dispose of or grant restricted rights in respect of the software, the carriers on which the software is installed, or to sell certificates of authenticity provided by Supplier when the software was made available, or to make same in any way or for any purpose available to a third party. Nor is Client permitted to give a third party - remotely or otherwise - access to the software or place the software with a third party for hosting, also not if the third party concerned only uses the software for the benefit of Client.

D.9.7.   Client shall upon request without delay give its full cooperation to any investigation carried by or on behalf of Supplier into the compliance by Client with the agreed restrictions on use. Client shall give Supplier at its first request access to its premises and systems. Supplier must treat all business information that can be deemed confidential and that was received in connection with such investigation from or at Client, insofar as that information does not concern the use of the software itself, confidentially.

E.   Development, design and maintenance of a website and general design

E.1.   Specifications of website

E.1.1.   If specifications or a design - broadly or otherwise - or prototype of the website that is to be developed have not been provided by Client to Supplier prior to the conclusion of the agreement, parties shall specify in writing and in good consultation which website shall be developed. Parties mutually acknowledge that good cooperation and good mutual communication are key factors for the proper specification, design and development of a website. The cooperation and mutual communication will, as appropriate, be done as much as possible with due observance of the project organisation, arrangements and/or procedures.

E.1.2.   The specifications of the website to be developed may relate to the style and the number of webpages Supplier shall develop (including 'home page' and subsequent pages) and the text files, forms, logos, pictures and videos, graphic files, sound, codes and/or other material that shall be included on or processed for the website. The specifications of the design should also clarify the functional, aesthetic and technical qualities of the website, like the use of frames and email facilities. The specifications may also include the communicative purposes and the language or languages of the website.

E.1.3.   Parties shall timely agree which information and which material shall be developed for inclusion on or processing in the website by Supplier, and which information shall be supplied to Supplier by Client or a third party retained by the Client. If no such arrangement was made, Client must supply the materials required for inclusion or processing on the website.

E.1.4.   Client always guarantees the accuracy, completeness and consistency of data, specifications and designs supplied to Supplier, also if those data, specifications and designs originate from a third party. Inaccuracies, incompleteness and inconsistencies are for the account and risk of Client.

E.1.5.   Supplier has the right but not the obligation to investigate the accuracy, completeness and consistency of data, specifications or designs made available to it and, when establishing any imperfections, to postpone the agreed work until Client has removed the imperfections concerned. Client also undertakes always to timely and as completely as possible report imperfections in the specifications or the design of the website to be developed, as known to it or as reasonably should be known to it.

E.1.6.   If the content and/or design of the website depends in whole or in part on further choices to be made during the performance of the agreement, Supplier shall make these choices, taking the ideas and starting points of Client as known to him as much as possible into account.

E.2.   Development of website

E.2.1.   Supplier shall develop the website with care, observing the specifications or the design of the website and - as appropriate - observing the project organisation, methods, techniques, arrangements and/or procedures agreed upon in writing with Client. Before commencing the development work, Supplier may request that Client fully, unconditionally and in writing approves the specifications or the design. Supplier has the right to postpone its activities until such time as Client has fully, unconditionally and in writing approved the specifications or the design.

E.2.2.   Client shall provide the materials required for inclusion on or processing in the website timely, observing the terms stated in the agreement and in a format to be determined by Supplier.

E.2.3.   Supplier is entitled to make a draft or prototype of the website to be developed on the basis of specifications

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provided to it. Supplier may postpone the further development of the website until Client has approved the draft or prototype in writing.

E.2.4. The development work of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

E.2.5. If Supplier requires one or more translations for inclusion or processing of one or more text files into the website, Client shall arrange these translations at its own expense, unless otherwise agreed in writing. If Supplier arranges the translation, it shall charge the associated costs or have these charged to Client.

E.2.6. If it was agreed that the design and development phases shall take place in phases, Supplier is entitled to postpone the services that relate to a phase until Client has approved the results of the preceding phase in writing.

E.2.7. Within the limits of reasonableness as set by Supplier, Supplier shall observe reasonable and timely instructions from Client during the performance of the design and development work, provided Supplier considers these instructions technically and otherwise responsible.

E.2.8. Unless agreed otherwise in writing, Supplier has no obligation to apply for a domain name for the website at the appropriate agencies.

E.3. **Delivery and installation**

E.3.1. Unless Supplier, under the agreement, will 'host' the website on its own computer system for Client, Supplier shall deliver the website to Client on an information carrier determined by it and in a format determined by it.

E.3.2. Only if agreed upon in writing between the parties shall Supplier install the website at Client or a third party designated by Client (hosting provider).

E.4. **Acceptance test and acceptance**

E.4.1. If parties have not agreed upon an acceptance test, Client shall accept the website in its condition at the time of delivery ('as is'), so with all visible and invisible errors and defects, without prejudice to the obligations of Supplier under the guarantee scheme of article **Error! Reference source not found.** of these Supplemental Provisions.

E.4.2. If parties have agreed in writing on an acceptance test, the provisions of articles E.4.3 up to and including E.4.10 of the Supplemental Provisions apply.

E.4.3. Where in this Supplementary Provision the term 'error' is used, this means that the specifications of the software expressly agreed upon in writing between the parties are substantially not met. An error only exists if Client can prove it and the error is reproducible. Client must report errors immediately to Supplier.

E.4.4. If an acceptance test was agreed upon, the test period is fourteen days after delivery or, if it was agreed in writing that Supplier would perform the installation, after completion of the installation. During the test period, Client is not free to use the website for productive or operational purposes. Supplier may always demand that Client shall perform a proper test with sufficiently qualified staff and of sufficient scope and depth in respect of the (interim) results of the development work and that the test results shall be reported in writing, orderly and in an understandable manner to Supplier.

E.4.5. If an acceptance test has been agreed on, Client has the obligation to test under its full and exclusive responsibility whether the delivered website meets the specifications agreed upon writing between the parties. Unless otherwise agreed in writing, any assistance given by or on behalf of Supplier during the performance of an acceptance test is entirely for the account and risk of Supplier.

E.4.6. The website shall be considered accepted between the parties:
(a) if parties have not agreed that Client shall perform an acceptance test: upon delivery, or, if an installation carried out by Supplier was agreed upon in writing, upon completion of the installation, or
(b) if parties have agreed that Client shall perform an acceptance test: on the first day after the test period, or
(c) if Supplier before the end of the test period receives a test report as referred to in article E.4.7: the moment the errors mentioned in the test report have been repaired, without prejudice to the presence of imperfections that according to article E.4.8 do not impede acceptance. In derogation of the above, the software, if used by Client in any way for productive or operational purposes prior to the moment of express acceptance, shall be considered fully accepted as of the commencement of such use.

E.4.7. If during the performance of the agreed acceptance test the software appears to contain errors, Client shall inform Supplier not later than on the last day of the test period by means of a written and detailed test report of the errors. Supplier shall make every effort to repair said errors within a reasonable period.

E.4.8. Acceptance of the website may not be withheld on grounds that are not related to specifications expressly agreed between the parties and also not because of the existence of minor errors, being errors that do not reasonably impede the operational or productive putting into use of the website, without prejudice to the obligation of Supplier to repair these minor errors as part of the guarantee scheme of article **Error! Reference source not found.**, if and insofar as applicable. Acceptance may also not be withheld because of aspects of the website that can only be assessed subjectively, like style, aesthetic aspects and aspects of design.

E.4.9. If the website is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect any acceptance of an earlier phase and/or another part.

E.4.10. Acceptance of the website in any of the manners set out in this article has the effect of Supplier being discharged for the performance of its obligations regarding the development of the website and, if installation by Supplier was also agreed upon, of its obligations regarding the installation of the website. Acceptance of the website does not affect the rights of Client under article E.4.8 regarding minor defects, and article **Error! Reference source not found.** regarding guarantees.

E.5. **Right-of-use**

E.5.1. Supplier shall make the website developed at the instructions of Client and the related user document documentation available to Client.

E.5.2. Without prejudice to the provisions of the General Provisions of the General Terms and Conditions,

Supplier only grants Client a non-exclusive, non-assignable and non-sublicensable right to use the website.

E.5.3. User documentation shall be made available in paper or digital form. Supplier decides on the form and language of the user documentation.

E.6. Maintenance and management

E.6.1. Unless agreed otherwise in writing, Supplier has no obligation to make support software and programme libraries and/or a so-called 'content management system' available that is required for the use, maintenance and management of the website.

E.6.2. If parties, in derogation of article E.6.1, agree that Supplier must also make support software and/or a 'content management system' available that is required for the use, maintenance and management of the software, Supplier may request that Client enters into a separate written agreement therefor.

E.6.3. Unless agreed otherwise in writing, the obligations to perform of Supplier do not include the maintenance and/or management of the website and the provision of support to the technical and content users of the website. Unless agreed otherwise in writing, Supplier is not responsible for the purchase (including the obtaining of the appropriate licences) and/or the proper functioning of the infrastructure and/or software of Client or that of third parties. Client indemnifies Supplier from any third-party claim based on the allegation that software, websites, databases, equipment or other materials of Client or that of other parties that is used by Client would infringe an intellectual property right of that third party.

E.6.4. If, in derogation of article E.6.3, Supplier must also provide maintenance and/or management services, Supplier may request that Client enters into a separate written agreement therefor. The content and scope of these services shall then also be agreed upon, in the absence of which the obligation of Supplier is limited to a best efforts one to repair errors in the display of the website and the technical functioning of the website within a reasonable period.

E.7. Duration of the availability and maintenance

E.7.1. The website developed at the instructions of Client shall be made available to Client for the duration agreed upon between the parties. If no duration was agreed upon between the parties, the duration of the right-of-use is not limited in time and Supplier cannot terminate the right-of-use, provided Client strictly meets all its obligations under the agreement towards Supplier.

E.7.2. Where appropriate, Client shall immediately upon termination of the right-of-use of the website return all copies of the website in its possession to Supplier. If parties have agreed that Client upon termination of the right-of-use shall destroy the copies concerned, Client must immediately report such destruction to Supplier in writing.

E.7.3. The agreement to provide maintenance and/or management services, if applicable, is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice

period of one (1) month applies by operation of law in case of renewal.

E.8. Fee

E.8.1. In the absence of an agreed invoicing scheme, all amounts relating to the design and development of the website are always payable per calendar month in arrears. Supplier may also request a payment in advance.

E.8.2. Unless agreed otherwise in writing or otherwise indicated by Supplier, the price for the design and development work also includes the fee for the right to use the website.

E.8.3. Unless agreed otherwise in writing, the fee for the design and development of the website does not include a fee for the support software required by Client, the 'content management system', installation services and the maintenance and management of the website. Nor does the right-of-use fee include the provision of support to the technical and content managers of the website. These activities and services will, as appropriate, be charged separately at the usual rates of Supplier.

E.9. Guarantees

E.9.1. Supplier does not guarantee that the website functions properly with all types or new versions of web browsers and internet browsers and any other software. Supplier does also not guarantee that the website functions properly with all kinds of equipment.

E.9.2. Supplier does not guarantee that the website is suitable for the use or purpose intended by Client. Supplier does also not guarantee that the website shall function without interruptions, errors or other defects, or that all errors and other defects shall always be repaired. Client accepts that errors and defects in the functioning of the website may be caused by the acts of one or more third parties.

E.9.3. Supplier shall make every effort to repair errors that can attributed to it in the display of the content of the website of defects in the technical functioning of the website within a reasonable term, if these have been reported in detail in writing to Supplier within a period of three months after delivery, or, if an acceptance test was agreed between the parties, within three months after acceptance. Repairs are done free of charge, unless the website was developed at the instructions of Client other than for a fixed price, in which case Supplier shall charge the costs of repair at its usual rates. Supplier may charge the costs of repair in accordance with its usual rates in case of user errors or incompetent use by Client, or other causes that cannot be attributed to Supplier, or if the errors or defects could have been discovered when performing the agreed acceptance test. The obligation to repair ceases to exist if Client made or had made modifications to the software without the written permission of Supplier, which permission shall not be withheld on unreasonable grounds.

E.9.4. Repair of errors or defects shall be carried out at a location to be determined by Supplier. Supplier always has the right to add permanent solutions, programme bypasses or problem-avoiding restrictions to the website.

E.9.5. Supplier never has any obligation to repair corrupted or lost data.

E.9.6. Supplier has no obligation to repair errors or defects reported after expiry of the guarantee period referred to in article E.9.3 of these Supplemental Provisions, unless

parties have concluded a separate maintenance agreement that includes such obligation to repair.

E.10. Liability

E.10.1. Without prejudice to the provisions of the General Provisions regarding liability, the provisions of this article apply as well. Each and any liability of Supplier for the - temporary or otherwise - unavailability of the website designed, developed, maintained or managed by Supplier, is excluded. Also excluded is each and any liability if the content of the website is not, not correctly or not completely displayed, of for the release of - confidential or otherwise - data from the private section of the website.

F. F: Webhosting

F.1. The hosting services

F.1.1. Supplier shall deliver the hosting service agreed upon with Client.

F.1.2. If the agreement includes the availability of disc space of equipment, Client shall not exceed the agreed disc space, unless the agreement expressly specifies the consequences thereof. Client shall only use the disc place to place the webpages of the domain name linked to the hosting service. The agreement covers availability of disc space on a server exclusively and specifically reserved for Client only if this was expressly agreed upon in writing. All use of disc space, data traffic and other loads on systems and infrastructure is restricted to the agreed maximum and subject to the house rules of Supplier as prepared for and applicable to purchasers. Unless agreed otherwise in writing, data traffic that was not used by a Client in a certain period may not be transferred to a next period. If the agreed maximum is exceeded, Supplier shall charge an additional fee in accordance with the usual rates.

F.1.3. If the agreement includes the provision of access to the internet, Supplier, unless otherwise agreed in writing, shall make every effort to establish connections via the system of Supplier with the internet, including the making available of the website hosted by Supplier. Unless agreed otherwise in writing, Supplier is not responsible for the purchase (including the obtaining of the appropriate licences) and/or the proper functioning of the infrastructure and/or software of Client or that of third parties. Client indemnifies Supplier from any third-party claim based on the allegation that software, websites, databases, equipment or other materials of Client or that of other parties that is used by Client would infringe an intellectual property right of that third party.

F.1.4. Unless agreed otherwise in writing, Client is responsible for the management, including control of the settings, the use of the services and the way in which the results of the use of the software are applied. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client. In the absence of any such express arrangements, Client shall itself install, set up, parameterize and tune the (support) software and if necessary adjust the used equipment and user environment and realise the interoperability desired by Client. Unless agreed otherwise in writing, Supplier is not obliged to perform a data conversion.

F.1.5. If the provision of services by Supplier under the agreement also includes user support, Supplier shall give advice by telephone or by email about the use and functioning of the hosted websites. Supplier may set conditions to the qualifications and the number of contact persons who qualify to give such support. Supplier shall deal with all properly substantiated support requests within an adequate term. Supplier cannot guarantee the accuracy, completeness or timeliness of responses or offered support. Unless agreed otherwise in writing, support shall only be given on working days during the usual opening hours of Supplier.

F.1.6. The agreement only covers the arranging and making available of backup, fallback and recovery services if this was agreed upon in writing.

F.1.7. If Supplier under the agreement provides services to Client in connection with a domain name, such as application, extension, disposal or transfer to a third party, then Client authorises Supplier to perform legal acts in its name and the rules and working method of the (domain registration) agency/agencies concerned must be taken into account. Supplier shall upon request provide Client with a written copy of those conditions. Supplier expressly does not accept any liability for the accuracy or timeliness of the services or the achievement of the results envisaged by Client.

F.1.8. Client owes Supplier all the costs connected to the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, the usual rates of Supplier. Fines imposed upon Supplier caused by the failure of Client to provide information and forms that are required in relation to a certain domain name registration shall be charged to Client and paid by Client.

F.1.9. Supplier does not guarantee that a domain name desired by Client shall be assigned to Client. If various domain names are desired, Client shall accept partial registrations if one or more domain names could not be registered.

F.1.10. Supplier is not responsible for the content and the composition of the domain name and the use made of the domain name. Client guarantees towards Supplier that it is entitled to use the domain name and that its use is not unlawful towards one or more third parties. Client indemnifies Supplier from any third-party claim related to the domain name, also if the domain name of Client was not registered by Supplier.

F.1.11. Only if agreed upon in writing shall the agreement also include that email addresses will be made available to Client. Parties shall agree on the number of email addresses that shall be made available.

F.2. Performance provision of services

F.2.1. Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

F.2.2. Supplier only provides services at the instructions of Client. If Supplier performs work in relation to data of Client, its employees or users on the basis of a request or a properly issued order from a government agency or in connection with a legal obligation, the associated costs shall be charged to Client.

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F.2.3. Supplier may make changes to the content or the scope of the provided services. If such changes result in an adjustment of the procedures applicable at Client, Supplier shall inform Client of this as soon as possible and the costs of these changes shall be for the account of Client. Supplier has the right to adjust or alter the infrastructure at any time and at its own discretion.

F.2.4. Supplier may put the service temporarily out of use in whole or in part. Supplier shall ensure that the period of inactivity does not last longer than required, that it shall take place, if possible, outside office hours and, depending on the circumstances, start after consultation with Client.

F.2.5. Client shall protect its systems and infrastructure adequately and have anti-virus software active at all times.

F.3. **Rules of Conduct; Notice and Take Down**

F.3.1. Supplier applies the rules of conduct that apply generally to all its Clients. These rules of conduct form part of the agreement. Client has the obligation to comply strictly and in full with these rules of conduct. Client shall always and in all cases act carefully and not unlawfully towards third parties. Client shall at all times respect, in particular, the intellectual property rights and other rights of third parties, the privacy of third parties, not disseminate data contrary to the law, not gain unpermitted access to systems, not spread viruses or other harmful programmes and refrain from committing punishable offences or breaching any other statutory obligation.

F.3.2. To avoid any liability vis-à-vis third parties or to limit the consequences thereof, Supplier is always entitled to take measures in respect of an act or omission of or for the risk of Client. Client must at the first written request of Supplier immediately remove information, in the absence of which Supplier is entitled, at its option, to remove the information or make access thereto impossible. Supplier is also entitled, with a threatening and/or alleged breach of the provisions of article F.3.1, to immediately and without prior announcement deny Client access to the systems of Supplier. The above is without prejudice to any other measures or the exercise of other rights by Supplier vis-à-vis Client. Supplier is in such case also entitled to terminate the agreement with immediate effect, without any liability towards Client as a consequence. Supplier is also entitled to release contact details of Client if there is any need for this.

F.3.3. It may not be demanded from Supplier that it forms an opinion on the merits of third-party claims or the defence of Client, or be involved in any way in a dispute between a third party and Client. Client must in respect of such matters deal with the third party itself, and inform Supplier in writing and properly substantiated by documents.

F.4. **Service Level Agreement**

F.4.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

F.5. **Duration and relocation of website**

F.5.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned, unless another notice period was agreed upon in writing. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

F.5.2. Only if agreed upon in writing shall Supplier upon or after termination of the agreement - in exchange for payment by Client of a fee to be determined by Supplier and with Client observing all other conditions set by Supplier - cooperate with relocating the website and the related domain to Client or to another supplier of webhosting services.

F.6. **Payment**

F.6.1. In the absence of an expressly agreed invoicing scheme, all amounts relating to the provision of services by Supplier are always payable per calendar month in advance.

F.7. **Guarantee**

F.7.1. Supplier does not guarantee that the services shall be provided free from errors or without interruptions. Also, because of the nature and functioning of the internet, Supplier cannot guarantee that the internet shall at all times be available or accessible and that the websites hosted by Supplier can at all times be consulted and be constantly available without interruptions.

F.7.2. Supplier is not responsible for checking the accuracy and completeness of the provided services. Client must itself regularly check the results of the provided services.

F.7.3. Client shall on the basis of information provided by Supplier regarding measures to prevent and limit the impact of malfunctions, defects in the services provided, corruption or loss of data or other incidents, identify the risk for its organisation and take further measures as required. Supplier declares it is prepared, at the request of Client, to give its reasonable cooperation to further measures by Client on (financial) conditions set by Supplier. Supplier shall never have any obligation to repair corrupted or lost data.

F.7.4. Client is responsible for the data that are processed by Client using the service. Client guarantees to Supplier that the data are not unlawful and do not infringe any right of any third party. Client indemnifies Supplier from any legal claim from third parties, of whatever nature, in connection with these data or the performance of the agreement.

F.8. **Processing of personal data**

F.8.1. Client guarantees that the requirements have been met for the lawful processing of personal data that must be entered by Client or third parties or processed in the website or be hosted or processed otherwise by Supplier.

F.8.2. Without prejudice to the provisions in the General Provisions, Client is responsible for the data that are hosted or processed by Client using the service. Client guarantees to Supplier that the data are not unlawful and do not infringe any right of any third party. Client indemnifies Supplier from any legal claim from third

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parties, of whatever nature, in connection with these data or the performance of the agreement.

F.8.3. Pursuant to legislation regarding the processing of personal data (such as the Dutch Personal Data Protection Act), Client has obligations towards third parties, like the obligation to provide information and to allow inspection of, correct and remove personal data of the persons concerned. Client shall be fully and solely responsible for compliance with these obligations. Parties shall assume that Supplier, in respect of the processing of personal data, is a 'processor' within the meaning of the Dutch Personal Data Protection Act. Supplier shall only process personal data insofar as required in the framework of the agreed provision of goods or services or to combat fraud or attacks on Supplier's infrastructure. Supplier shall as much as technically possible give cooperation to the obligations which must be met by Client in writing for its cooperation. The costs associated with this cooperation are not included in the agreed prices and fees of Supplier and shall be fully at the account of Client.

G.   **Secondment services**

G.1.   **Services**

G.1.1. Supplier shall second an employee, designated in the agreement, at Client so as to carry out work under its management and supervision in accordance with what parties have agreed. If not otherwise agreed upon in writing, the employee shall be seconded to Client on the basis of forty hours per week on the working days usual at Supplier.

G.1.2. Client may only give the seconded employee other work than the work agreed upon, or work outside the Netherlands, if Supplier has approved this in advance in writing. Supplier may at its own discretion withhold the requested approval or set (financial) conditions to such change of work or such deployment outside the Netherlands.

G.1.3. Client is not permitted to hire out the seconded employee to a third party or to hire the employee out for work under the management and supervision of that third party unless otherwise agreed upon in writing.

G.2.   **Duration and termination of agreement**

G.2.1. The agreement is entered into for a fixed or an unfixed term. If parties have not made any arrangements regarding this, the agreement has an unfixed duration.

G.2.2. If the agreement was concluded for an unfixed term, a notice period as agreed upon applies to each of the parties. In the absence of a specific arrangement, the notice period is one calendar month. Notice must be given in writing. Supplier shall never have an obligation to pay damages due to a notice of termination.

G.2.3. The agreement entered into for a fixed term expires by operation of law after expiry of the agreed term.

G.3.   **Replacement**

G.3.1. Supplier shall make reasonable efforts to ensure that the seconded employee shall remain available for the duration of the agreement to perform work during the agreed days and hours. If the agreement was entered into with a view to execution by one specific person, Supplier always has the right to replace this person, in consultation with Client, by one or more persons with similar or comparable qualifications.

G.3.2. Client is entitled to request the replacement of the seconded employee (i) if the seconded employee does not meet the expressly agreed quality requirements and Client has informed Supplier of this in writing and with reasons within three working days after the commencement of the work, or (i) in case of long illness or if the seconded employee leaves the employment. Supplier shall give attention to such request without delay and with priority. Supplier does not guarantee that replacement shall always be possible. If replacement is impossible or not possible immediately, the claims of Client in respect of further performance of the agreement expire, as do all the claims of Client because of non-performance of the agreement. Payment obligations of Client regarding work performed continue to be in effect.

G.4.   **Length of work, working hours and working conditions**

G.4.1. The work and rest periods and length of work of the seconded employee are the same as the periods and lengths usual at Client, unless otherwise agreed. Client guarantees that the work and rest periods and the length of work of the seconded employee comply with the relevant laws and regulations.

G.4.2. Client shall inform Supplier as soon as possible of an intended closure of its business or organisation during the term of the agreement. If Client fails to inform Supplier timely, Client owes Supplier in full the rate agreed upon for the duration of the closure of its business or organisation.

G.4.3. Client shall act towards the seconded employee in the same careful way as it is obliged to act towards its own employees.

G.4.4. Client has the obligation towards the seconded employee and Supplier to comply with the relevant legislation and the obligations ensuing from related regulations in the area of safety at the workplace and good work conditions in general.

G.5.   **Price and payment**

G.5.1. If the seconded employee works, at the instructions or the request of Client, longer than the agreed or usual number of working hours or outside the working days usual at Supplier, Client owes the agreed extra hours rate for these hours, or, in the absence of an agreed extra hours rate, the extra hours rate usual at Supplier. Supplier shall inform Client upon request of the applicable extra hours rates.

G.5.2. The costs and time of commuting are charged to Client in accordance with the usual rules and standards of Supplier. Upon request, Supplier shall inform Client of the usual rules and standards.

G.5.3. If agreed between the parties in writing, Supplier shall accompany each invoice by a breakdown on the basis of hourly time sheets.

G.5.4. Supplier has the right to adjust the rates of the seconded employee if his position or job description changes. Supplier shall inform Client of this in writing, not later than thirty days before the commencement date. If Client does not wish to approve such adjustment, Client is entitled to give notice of termination of the agreement within fourteen days after the date of the notification, by the date on which the adjustment would take effect.

G.6.   **Recipient's liability, other liability and indemnification**

G.6.1. Supplier is responsible for the timely and complete payment of payable wage tax, social security premiums

and turnover tax of the employee seconded in connection with the agreement with Client. Supplier shall indemnify Client from all claims of the tax authorities or agencies implementing social security legislation that are payable under the agreement with Client, on the condition that Client immediately informs Supplier in writing of the existence and substance of the claim and leaves the handling of the matter, including any settlements, entirely up to Supplier. Client shall for this purpose give the necessary powers of attorney, information and cooperation to Supplier to put up a defence, if necessary in the name of Client, against these legal claims.

G.6.2. Supplier does not accept any liability for the selection of the seconded employee or for the result of work performed under the management and supervision or directions of Client.

G.6.3. Client is responsible for all damage suffered by the seconded employee during or in connection with his assigned duties. Client shall indemnify Supplier from all third-party claims arising from or derived from work performed by the seconded employee within the framework of the agreement. Client shall indemnify Supplier from all liability arising from physical injury or death of the seconded employee, connected to the performance of the agreement entered into by Supplier and Client.

H.   Courses and training

H.1.   Application and cancellation

H.1.1. An application for a course must always be made in writing at the email address or with application forms on a website that were made available for this purpose, and is binding after confirmation from Supplier.

H.1.2. Client is responsible for the choice and the suitability of the course for the participants. This applies in full if Supplier admits the participant to a course to which admission standards apply. In this Supplemental Provision, participants means persons who have applied for a course. The absence of the required prior knowledge of the participants shall never prejudice the obligations of Client under the agreement. Client is permitted to replace a participant of a course by another participant with the prior written approval of Supplier.

H.1.3. If the number of applications give reason thereto in the opinion of Supplier, Supplier is entitled to cancel the course at its discretion or combine it with one or more other courses, or have these take place at a later date or later time. Supplier reserves the right to change the location of the course. Supplier is entitled to make, as required, organisational and substantive changes to a course.

H.1.4. If an agreement was entered into with a view to execution by one specific person, like a certain teacher, trainer or speaker, Supplier always has the right to replace this person, by one or more persons with similar or comparable qualifications.

H.1.5. The consequences of a cancellation of participation of a course by Client or participants are governed by the usual rules of Supplier. Unless otherwise agreed, a cancellation must always be made in writing and before the start of the course or the part concerned. Cancellation or non-appearance does not affect the obligations of Client under the agreement. In case of cancellation by Client or a participant, it is for Supplier to decide whether a request to send course material shall be complied with.

H.2.   Course details

H.2.1. Supplier shall make every effort to give the course with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services in the area of courses are provided on the basis of a best efforts obligation. Client accepts that Supplier determines the content and depth of the course.

H.2.2. Only if this was agreed upon in writing shall Supplier have an obligation to follow timely and responsibly given instructions from Client when performing the provided services. Supplier has no obligation to follow instructions that amend or supplement the content or scope of the agreed services; however, if such instructions are followed, the work concerned shall be paid for in accordance with the usual rates of Supplier.

H.2.3. Without prejudice to the other responsibilities of Client in relation to the conduct of the participants, Client shall inform the participants of and supervise the compliance by the participants with the obligations in the agreement and the rules (of conduct) for participation in a course stipulated by Supplier. Participants must strictly observe indicated course dates and times.

H.2.4. If Supplier when giving a course uses its own equipment of software, Supplier does not guarantee that this equipment or software functions free of errors or without interruptions. If Supplier gives the course at the location of Client, then Client, unless otherwise agreed in writing, shall take care of the availability of properly functioning equipment and software.

H.2.5. Unless agreed otherwise in writing, taking exams or a test does not form part of the agreement.

H.2.6. Unless agreed otherwise in writing, a separate fee is due for documentation or training material or resources made of available or produced for the course. The above also applies to any training certificates or duplicates thereof.

H.3.   Prices and payment

H.3.1. Supplier may always request payment of the sums owed in connection with the courses prior to their commencement. Supplier may, expressly without prejudice to its other rights, exclude participants from participation if Client has failed to make the payment timely.

H.3.2. Unless Supplier has expressly indicated that the payment is exempted from VAT within the meaning of section 12 of the Dutch Turnover Tax Act 1968, Client also always owes VAT on the payment. After conclusion of the agreement, Supplier is entitled to adjust the prices in accordance with any changes of the VAT regime for training as set by or pursuant to the law.

H.4.   Intellectual property

H.4.1. Supplier expressly reserves the intellectual property rights in respect of documentation and the course, test and exam material.

H.4.2. Client is not permitted to disclose, commercially exploit or reproduce information or parts from the provided documentation and/or training, text or exam material and/or extracts from the provided training, test or exam material.

I.   **Advice, consultancy and project management**

I.1.   **Services**

I.1.1.   Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

I.1.2.   The turnaround time of an instruction depends on various factors and circumstances, like the effort of Supplier, the quality of the data, the information provided by Client and the cooperation of Client and relevant third parties. Unless agreed otherwise in writing, Supplier shall therefore not commit itself in advance to a turnaround time of the instruction.

I.1.3.   If it was agreed that the provision of services takes place in phases, Supplier is entitled to postpone the commencement of the services that relate to a phase until Client has approved the results of the preceding phase in writing.

I.1.4.   Only if this was agreed upon in writing shall Supplier have an obligation to follow timely and responsibly given instructions from Client when performing the provided services. Supplier has no obligation to follow instructions that amend or supplement the content or scope of the agreed services; however, if such instructions are followed, the work concerned shall be paid for in accordance with the usual rates of Supplier.

I.1.5.   If an agreement for the provision of services was entered into with a view to execution by one specific person, Supplier always has the right to replace this person, in consultation with Client, by one or more persons with similar or comparable qualifications.

I.1.6.   The employees used by Supplier shall have the qualifications agreed upon in writing with Client.

I.1.7.   If Supplier provides services on the basis of data provided by Client, these data shall be prepared by Client in accordance with the conditions set by Supplier, and supplied for the account and risk of Client. Client guarantees that all materials, data, software, procedures and instructions it is provided with by Supplier to perform the services, are always accurate and complete, and that all information carriers provided to Supplier meet the specifications of Supplier.

I.1.8.   The services of Supplier are only based on (and the planning and work are based on) work that, unless expressly otherwise agreed with Client, shall be performed by Supplier on the usual working days and hours of Supplier.

I.1.9.   Unless agreed otherwise in writing, any use by Client of advice given by Supplier is always for the account and risk of Client.

I.1.10.   Where appropriate, the burden of evidence that the provided services and the results of the services provided by Supplier do not meet what was agreed upon in writing or what may be expected from a reasonably acting and competent Supplier, shall lie with Client, without prejudice to the right of Supplier to provide evidence to the contrary by all legal means.

I.2.   **Reporting**

I.2.1.   Supplier shall periodically inform Client in the manner agreed upon in writing of the performance of the work through a contact person designated by Client. Client shall inform Supplier in writing in advance of circumstances that are or may be relevant to Supplier, like the manner of reporting, questions that Client wishes to be considered, priorities of Client, the availability of resources and staff of Client and facts or circumstances that are exceptional or possibly unknown to Supplier. Client shall take care of the further dissemination and inspection of information provided by Supplier within the organisation of Client and assess this information also on this basis, and inform Supplier thereof.

I.2.2.   If an employee used by Supplier forms part of a project group or steering group which also comprises one or more persons who were designated by Client, then the provision of information shall take place in the manner prescribed by the project group or steering group. Decisions taken in a project group or steering group thus composed are only binding upon Supplier if the decisions are taken with due observance of what parties have agreed on such matter in writing or, in the absence of any such written arrangements, if Supplier has accepted the decision in writing. Supplier shall never be obliged to accept a decision if it, in its opinion, is incompatible with the content of the agreement of the parties. Client guarantees that the persons designated by it to form part of a project group or steering group that also comprises persons from Supplier, have the authority to take decisions that are binding upon Client.

I.2.3.   In view of the continuity of the work, Client shall designate one or more contact person(s) who shall act as such for the duration of the work of Supplier. The contact persons of Client must have the necessary experience, specific knowledge of the matter and insight into the desired objectives of Client.

I.2.4.   Client is, without the prior written approval of Supplier, not entitled to make statements to third parties about the working methods, the methods and techniques of Supplier and/or the content of the advice or reports from Supplier. Client may not provide the advice or reports from Supplier to a third party or otherwise disclose same.

I.3.   **Payment**

I.3.1.   In the absence of an expressly agreed invoicing scheme, all amounts relating to the provision of services by Supplier are always payable per calendar month in arrears.

I.3.2.   Unless other arrangements were made, Supplier shall provide insight into the work carried out, the time spent and the costs incurred for Client, in the manner usual for Supplier

J.   **Other services**

J.1.   **Provision of services**

J.1.1.   Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

J.1.2.   The turnaround time of an instruction depends on various factors and circumstances, like the effort of Supplier, the quality of the data, the information provided by Client and the cooperation of Client and relevant third

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parties. Unless agreed otherwise in writing, Supplier shall therefore not commit itself in advance to a turnaround time of the instruction.

J.1.3. If it was agreed that the provision of services takes place in phases, Supplier is entitled to postpone the commencement of the services that relate to a phase until Client has approved the results of the preceding phase in writing.

J.1.4. Only if this was agreed upon in writing shall Supplier have an obligation to follow timely and responsibly given instructions from Client when performing the provided services. Supplier has no obligation to follow instructions that amend or supplement the content or scope of the agreed services; however, if such instructions are followed, the work concerned shall be paid for in accordance with the usual rates of Supplier.

J.1.5. If an agreement for the provision of services was entered into with a view to execution by one specific person, Supplier always has the right to replace this person, in consultation with Client, by one or more persons with similar or comparable qualifications.

J.1.6. The employees used by Supplier shall have the qualifications agreed upon in writing with Client.

J.1.7. If Supplier provides services on the basis of data provided by Client, these data shall be prepared by Client in accordance with the conditions set by Supplier, and supplied for the account and risk of Client. Client guarantees that all materials, data, software, procedures and instructions it provides to Supplier to perform the services, are always accurate and complete, and that all information carriers provided to Supplier meet the specifications of Supplier.

J.1.8. The services of Supplier are only based on (and the planning and work are based on) work that, unless expressly otherwise agreed with Client, shall be performed by Supplier on the usual working days and hours of Supplier.

J.1.9. Unless agreed otherwise in writing, any use by Client of advice given by Supplier is always for the account and risk of Client.

J.1.10. Where appropriate, the burden of evidence that the provided services and the results of the services provided by Supplier do not meet what was agreed upon in writing or what may be expected from a reasonably acting and competent Supplier, shall lie with Client, without prejudice to the right of Supplier to provide evidence to the contrary by all legal means.

J.2. **Reporting**

J.2.1. Supplier shall periodically inform Client in the manner agreed upon in writing of the performance of the work through a contact person designated by Client. Client shall inform Supplier in writing in advance of circumstances that are or may be relevant to Supplier, like the manner of reporting, questions that Client wishes to be considered, priorities of Client, the availability of resources and staff of Client and facts or circumstances that are exceptional or possibly unknown to Supplier. Client shall take care of the further dissemination and inspection of information provided by Supplier within the organisation of Client and assess this information also on this basis, and inform Supplier thereof.

J.2.2. If an employee used by Supplier forms part of a project group or steering group which also comprises one or more persons who were designated by Client, then the provision of information shall take place in the manner prescribed by the project group or steering group. Decisions taken in a project group or steering group thus composed are only binding upon Supplier if the decisions are taken with due observance of what parties have agreed on such matter in writing or, in the absence of any such written arrangements, if Supplier has accepted the decision in writing. Supplier shall never be obliged to accept a decision if it, in its opinion, is incompatible with the content of the agreement of the parties. Client guarantees that the persons designated by it to form part of a project group or steering group that also comprises persons from Supplier, have the authority to take decisions that are binding upon Client.

J.2.3. In view of the continuity of the work, Client shall designate one or more contact person(s) who shall act as such for the duration of the work of Supplier. The contact persons of Client must have the necessary experience, specific knowledge of the matter and insight into the desired objectives of Client.

J.2.4. Client is, without the prior written approval of Supplier, not entitled to make statements to third parties about the working methods, the methods and techniques of Supplier and/or the content of the advice or reports from Supplier. Client may not provide the advice or reports from Supplier to a third party or otherwise disclose same.

J.2.5. Supplier has the right to adjust or alter the infrastructure at any time and at its own discretion. Unless agreed otherwise in writing, Supplier is not responsible for the purchase (including the obtaining of the appropriate licences) and/or the proper functioning of the infrastructure and/or software of Client or that of third parties. Client indemnifies Supplier from any third-party claim based on the allegation that software, websites, databases, equipment or other materials of Client or that of other parties that is used by Client would infringe an intellectual property right of that third party.

J.3. **Payment**

J.3.1. In the absence of an agreed invoicing scheme, all amounts relating to the development of software are always payable one (1) calendar month before the next contract month.

J.3.2. Unless other arrangements were made, Supplier shall provide insight into the work carried out, the time spent and the costs incurred for Client, in the manner usual for Supplier.

K. **Sale of ICT, telecommunications and office equipment and other goods**

K.1. **Sale and purchase**

K.1.1. Supplier shall sell the goods, in terms of nature and number, as agreed upon between the parties in writing; likewise, Client shall purchase these from Supplier.

K.1.2. Client carries the risk of the selection of the purchased goods. Supplier guarantees that upon delivery, the goods are suitable for normal use and meet the specifications agreed upon in writing between the parties. Supplier does not guarantee that the goods are suitable for the use intended by Client, unless the purpose of use was specified clearly and without reservations in the written agreement between the parties.

K.1.3. Included in the agreement are in any case not assembly and installation materials, software, consumer items, consumables, batteries, stamps, ink (cartridges), toner

items, cables and accessories, unless parties have agreed this in writing.

K.1.4. Supplier does not guarantee that the assembly, installation and operating instructions that belong to the goods are free of errors and that the goods have the qualities stated in these instructions.

K.2. Delivery

K.2.1. The goods sold by Supplier to Client shall be delivered to Client ex warehouse. Only if agreed upon in writing shall Supplier deliver the goods sold to Client, or have these delivered, at a location designated by Client. In that case Supplier shall inform Client as soon as possible before the delivery of the time on which it or the transporter retained by it intends to deliver the goods. The delivery times indicated by Supplier are always indicative.

K.2.2. Unless expressly agreed upon otherwise, the purchase price of the goods does not include the costs of transport, insurance, rigging and hoisting, the rent of temporary facilities, and suchlike.

K.2.3. Supplier shall package the goods in accordance with its usual applicable standards. If Client demands a special manner of packaging, the related additional costs are for its account. Client shall handle packaging from goods supplied by Supplier in a manner that is in accordance with the applicable government regulations. Client indemnifies Supplier from third-party claims related to non-compliance with such regulations. If Client requests Supplier to remove old materials (like networks, cupboards, cable ducts, packaging material, equipment) or if Supplier has such obligation, Supplier may accept this request by means of a written instruction at its usual rates, on the condition that said material shall always remain the property of Client.

K.2.4. If parties have agreed this in writing, Supplier shall install, configure and/or connect the goods or procure same. Any obligation to install and/or configure equipment by Supplier does not include the performance of data conversion and the installation of software.

K.2.5. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

K.2.6. Supplier is not responsible for any required permits or licences.

K.2.7. Supplier is always entitled to perform the agreement by way of partial deliveries.

K.3. Test set-up

K.3.1. Only if this was agreed upon in writing shall Supplier have an obligation to provide a test set-up in relation to products Client is interested in. Supplier may set (financial) conditions to a test set-up. A test set-up comprises the temporary display of products in a standard version, excluding accessories, in a space made available by the purchaser, before the purchaser takes a final decision whether or not to purchase the products concerned at the applicable prices. Client is responsible for the use, damage, theft or loss of products that form part of a test set-up.

K.4. Cooperation by Client

K.4.1. Without prejudice to the provisions of the General Provision, Client shall itself arrange an environment that meets the specified requirements for the goods, as appropriate, including, among other things, the temperature, humidity and technical environment requirements.

K.4.2. Client shall ensure that activities performed by third parties, including construction work, are performed adequately and timely.

K.5. Guarantees

K.5.1. Supplier shall make every effort to repair within a reasonable period and free of charge any defects in the material or production, as well as parts that were supplied by Supplier under a guarantee, if such defects have been notified to Supplier, described in detail, within a period of three months after delivery. If in the reasonable opinion of Supplier repair is impossible, takes too much time or involves disproportionately high costs, Supplier is entitled to replace the equipment free of charge by other, similar but not necessarily identical equipment. Data conversion necessary as a result of the repair or replacement is not covered by the guarantee. All replaced parts become the property of Supplier. The guarantee obligation ceases to have effect if defects in the equipment or in the part are entirely or partially the result of incorrect, careless or incompetent use, of external causes like fire or water damage, if Client without the permission of Supplier makes adjustments to the equipment or to the parts that were provided by Supplier under a guarantee, or procure same. Supplier shall not withhold such approval on unreasonable grounds.

K.5.2. Any other or further-going reliance by Client on non-conformity of delivered goods, other than the provisions of article K.5.1 of the Supplemental Provisions, is hereby excluded, save if Client is a consumer and the law grants any other or further-going reliance.

K.5.3. The costs of work and repair not covered by this guarantee shall be charged by Supplier at its usual rates.

K.5.4. Supplier has no obligation to repair errors reported after expiry of the guarantee period referred to in article K.5.1, unless parties have concluded a separate maintenance agreement that includes such obligation to repair.

K.6. Equipment of supplier

K.6.1. If and insofar as Supplier delivers equipment from third parties to Client, then, provided this was notified by Supplier in writing to Client, the terms of those third parties shall apply in respect of this equipment, replacing the provisions in these General Terms and Conditions that deviate from those terms. Client accepts the above-mentioned terms of third parties. These conditions are available for inspection by Client at Supplier and Supplier shall send them to Client at its request free of charge. If and insofar as said conditions from third parties in the relationship between Client and Supplier for any reason must be deemed not to apply or are declared not applicable, the provisions of these General Terms and Conditions apply in full.

L. Lease of ICT, telecommunications and office equipment

L.1. Hiring and renting of ICT, telecommunications or office equipment

L.1.1. Supplier rents to Client the ICT, telecommunications or office equipment stipulated in the agreement and the related user documentation, hereinafter referred to as 'the equipment'.

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L.1.2. Unless agreed otherwise in writing, the rent of equipment does not include the availability of software and utility articles and consumables required for the use of the equipment. Utility articles and consumables include, among other things, batteries, stamps, ink (cartridges), toner articles, cables and accessories.

L.1.3. If in derogation of article L.1.2, software, required for the use of the equipment, is provided to Client, Supplier may demand that Client enters into a separate (licence) agreement) therefore. Supplier may also demand that Client enters into a separate purchase agreement for any purchase of utility articles and consumables.

L.2. **Prior inspection**

L.2.1. Also if the agreement between the parties does not provide for this, Supplier may, prior to or at the time of their availability, prepare in the presence of Client a description of the condition of the equipment by way of prior inspection, stating any established defects. Supplier may request that Client, to indicate its approval, signs the report prepared by Supplier with this description of the condition of the equipment, before Supplier provides the equipment to Client for use. Unless otherwise agreed between the parties, the defects stated in the equipment are for the account of Supplier. When establishing defects, Supplier and Client shall agree on the manner in which and time period by which the repair of the defects stated in this report shall be carried out. If parties have agreed that repair shall be carried by or on behalf of Client, the repair work must be carried out properly and to the satisfaction of Supplier.

L.2.2. If Client, for any reason, does not properly cooperate with the prior inspection referred to in the preceding subarticle, Supplier has the right to carry out this inspection without the presence of Client and prepare said report itself. This report shall be binding upon Client.

L.2.3. If no prior inspection is performed, Client is deemed to have received the equipment in good condition.

L.3. **Duration of the rent**

L.3.1. The rental agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The rent commences on the day on which the equipment is made available to Client. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

L.3.2. The agreement expires upon expiry of a rental agreement entered into for a fixed term, without any notice of termination by Supplier or Client being required.

L.4. **Use of the equipment**

L.4.1. Client may always use the equipment to the exclusion of third parties and in accordance with the use intended under the rental agreement. Client has the obligation only to use the equipment in and for the benefit of its own organisation or business. Use of the equipment by or for the benefit of third parties is not permitted. The right to use the equipment is not assignable. Client is not permitted to subrent the equipment to any third party or to grant its use or joint use to any third party otherwise in any form.

L.4.2. The equipment may only be used at the location agreed upon between the parties, as appropriate. Client shall itself install and assemble the equipment and make it ready to use.

L.4.3. Client is not permitted to use in any manner the equipment or any part thereof as a pledge or object of security towards any third party or dispose thereof in any other way.

L.4.4. Client shall use and keep the equipment with care. Client shall timely take effective measures to avoid any damage to the equipment. In case of damage to the equipment, Client must immediately inform Supplier of this in writing. Client is fully responsible for damage to the equipment towards Client and the third parties affected by the damage.

L.5. **Modifications to the condition of the equipment**

L.5.1. Client is not permitted to make modifications in whole or in part to the equipment or to add thereto without the prior written permission from Supplier. Supplier always has the right to refuse permission or attach conditions to its permission, including conditions for the method and quality of the modifications and additions desired by Client. Supplier is also entitled when giving its permission to charge Client or to increase the price of the rent.

L.5.2. Unless otherwise agreed, any modifications and additions shall not form part of the rented equipment.

L.5.3. Client must undo or remove modifications and additions to the equipment not later than before or by the end of the rental agreement, unless otherwise agreed upon between the parties.

L.5.4. Any defects of modifications and additions made to the equipment by or at the instructions of Client and any defects of the equipment ensuing from those modifications and additions shall not constitute defects within the meaning of section 7:204 of the Dutch Civil Code. Client shall have no claim whatsoever against Client in respect of these defects. Supplier has no obligation to repair or maintain these defects.

L.5.5. Client is responsible towards Supplier for any defects in the equipment that are related to modifications and additions made by Client.

L.5.6. Client is not entitled to any compensation, under any title, in connection with modifications of or additions to the rented equipment made by Client that, upon or after expiry of the rental agreement, for any reason cannot be undone or have not been removed.

L.5.7. Supplier is entitled to fix a tag to the equipment made available under the agreement, with text indicating that Supplier is the owner of the equipment, including its name and address details. Client unconditionally undertakes that it shall not disturb or remove this tag with text on the equipment made available.

L.6. **Rental price**

L.6.1. Unless agreed otherwise in writing, the rental price agreed between the parties on commencement of the rent or in case of periodically payable rent instalments, is payable from the start of a rental period.

L.6.2. Unless agreed otherwise in writing, the rental price does not include a fee for the availability of software and/or consumables.

L.6.3. Client shall pay Supplier the payable rent in advance before or ultimately on the first day of the rent, or in case of periodic rental payments, upon commencement of a rental period.

L.7. **Maintenance of equipment**

L.7.1. Client shall not itself maintain the equipment or have this maintained by a third party. Any required maintenance shall be carried out by Supplier, who shall charge the costs on to Client.

L.7.2. Client shall immediately inform Supplier in writing of any established defects in the equipment.

L.7.3. Supplier shall make every effort to repair within a reasonable period, by way of corrective maintenance, the defects in the equipment that are for its account. Supplier is also entitled but not obliged to perform preventive maintenance to the equipment. Client shall give Supplier, if requested, the opportunity to perform corrective and/or preventive maintenance. Client and Supplier shall in good consultation discuss the dates and times of maintenance work. During the maintenance period, Client is not entitled to replacing equipment.

L.7.4. Excluded from the obligation to repair defects as referred to in the preceding subarticle is:
- the repair of defects that were accepted by Client at the time of conclusion of the rental agreement;
- the repair of defects caused by external factors;
- the repair of defects that can be attributed to Client, its employees and/or third parties retained by Client;
- the repair of defects caused by careless, incorrect or incompetent use of the equipment, or use contrary to the documentation;
- the repair of defects caused by use of the equipment contrary to its intended use;
- the repair of defects caused by alterations or additions made to the equipment by or on behalf of Client.

L.7.5. If Supplier repairs the defects referred to in the preceding article, or has these repaired, Supplier shall charge the associated costs to Client in accordance with its usual rates.

L.7.6. Supplier is always entitled to choose not to repair defects and to replace the equipment by other, similar but not necessarily identical, equipment.

L.7.7. Supplier never has any obligation to repair or reconstruct lost data.

L.8. **Final inspection and return**

L.8.1. Client must return the equipment by the end of the rental agreement in its original condition to Supplier. Costs of transportation related to this return are for the account of Client.

L.8.2. Prior to or ultimately on the last working day of the duration of the rental agreement, Client shall, at the request of Supplier, give its full cooperation to a joint final inspection of the condition of the equipment. A report of final inspection shall be prepared of the findings by both parties, which must be signed by the parties.

L.8.3. If Client, for any reason, does not properly cooperate with the final inspection referred to in the preceding subarticle, Supplier has the right to carry out this inspection without the presence of Client and prepare said report itself. This report shall be binding upon Client.

L.8.4. Supplier is entitled to solve or have a third party solve the defects stated in the report of final inspection as referred to in the preceding two subarticles which are for the account and risk of Client, at the expense of Client. Client is also fully liable for damage of Supplier caused by unavailability of the equipment, or because the equipment cannot be rented out.

L.8.5. If Client upon termination of the rental agreement has not undone any modification made by or on its behalf to the equipment or not removed any addition thereto, Client shall be deemed to have irrefutably waived any right in respect of those modifications and/or additions, without Client being entitled to claim any compensation in respect thereof.

L.9. **Liability**

L.9.1. Without prejudice to the provisions on liability in the General Provisions, Supplier shall never be liable for damage caused by defects in the equipment that were unknown to Supplier at the time of conclusion of the rental agreement, and the damage caused by defects in the equipment that occurred after the conclusion of the rental agreement.

L.9.2. Client shall in all cases be liable to Supplier for all damage to the equipment, caused - by any circumstance - for the duration of the rent, also if this damage cannot be attributed to Client.

L.9.3. Client shall in all cases be liable towards Supplier in case of theft, loss or embezzlement of the equipment for the duration of the rent.

L.10. **Attachment of equipment**

L.10.1. Client shall immediately inform Supplier of any attachment of the equipment (including any attachment made in connection with bankruptcy) stating in detail the identity of the attaching party and the reason for the attachment. Client shall immediately allow the attaching bailiff to inspect the rental agreement. Client is liable to Supplier in respect of all costs and damage in connection with an attachment of the equipment.

M. **Maintenance of ICT, telecommunications and office equipment**

M.1. **Services**

M.1.1. Supplier shall carry out the maintenance of the equipment stated in the agreement. The maintenance by Supplier is without prejudice to the responsibility of Client for the management of the software, including the control of settings, and the use of the software and the way in which the equipment is used. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client.

M.1.2. Supplier does not accept any maintenance obligations for equipment not placed in the Netherlands, unless otherwise agreed in writing.

M.1.3. Client is not entitled to temporary replacing equipment for the period that Supplier has the equipment that must be maintained in its possession.

M.2. **Performance provision of services**

M.2.1. Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All maintenance services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

M.2.2. The content and scope of the maintenance services provided by Supplier and any related service levels shall be laid down in a written agreement between the parties. In the absence of such agreement, Supplier has the obligation to make every effort to repair malfunctions that were properly reported by Client to Supplier, within a reasonable time period. 'Malfunction' in these

Supplemental Provisions does not include: not meeting or not without interruptions meeting the specifications of the equipment as expressly indicated in writing by Supplier. A malfunction only exists if Client can prove it and the malfunction is reproducible. Unless otherwise agreed, Supplier is also entitled but not obliged to perform preventive maintenance.

M.2.3. Client shall immediately after a malfunction of the equipment occurs, inform Supplier of this by means of a detailed description of the malfunction, prepared by an employee of Client with expertise on these matters.

M.2.4. Client shall give all cooperation desired by Supplier to the maintenance including the temporary ceasing of the use of the equipment. Client must give staff of Supplier or third parties designated by Supplier access to the location of the equipment, give all other necessary cooperation and make the equipment available to Supplier for the purpose of maintenance. In the absence of the requested cooperation, Supplier may postpone or limit the maintenance work. If Supplier provides maintenance services on the basis of data provided by Client, these data shall be prepared by Client in accordance with the conditions set by Supplier, and supplied for the account and risk of Client.

M.2.5. Before offering the equipment to Supplier for maintenance, Client shall ensure that a complete and properly functioning backup copy has been made of all the software stored in or on the equipment. Any liability of Supplier because of corruption or loss of data or equipment due to the maintenance or because Client was not advised to make a backup copy, is excluded.

M.2.6. An employee of Client with expertise of these matters will, at the request of Supplier, attend the maintenance work for consultation. Client has the right to attend all work carried out for the benefit of Client.

M.2.7. Client is not authorised to connect equipment and systems supplied by Supplier to equipment sold by Client, or to install software thereon that was not delivered by Supplier. The costs of investigating and solving malfunctions arising from the connection of equipment not delivered by Supplier or the installation of software not delivered by Supplier are at the expense of Client.

M.2.8. If in the opinion of Supplier the maintenance of the equipment requires the testing of the connections of the equipment with other equipment or software, Client shall make the other equipment and software concerned, as well as the testing procedures and the information carriers, available to Supplier. Client guarantees that it is entitled to make this available and it indemnifies Supplier from all third-party claims in respect of such making available and the use made by Supplier in connection with the maintenance and the equipment and/or software that was made available. Supplier is entitled to charge costs for said activities in accordance with the usual applicable hourly rates. The test material required for the maintenance that does not belong to the usual tools of Supplier shall be made available by Client.

M.2.9. Client shall take care of the technical, spatial and telecommunications facilities required for the functioning of the equipment. The maintenance expressly does not include the above-mentioned facilities and connections.

M.2.10. If the provision of services by Supplier under the agreement also includes the provision of so-called 'stand-by services', Supplier shall keep one or more staff members on stand-by during the days and times stated in the agreement. In that case, Client has the right, in case of urgency, to call in the support of the available staff members in the event of a serious malfunctioning of the software. Supplier does not guarantee that in that case all malfunctions shall be repaired timely.

M.3. **Service Level Agreement**

M.3.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

M.4. **Duration**

M.4.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

M.5. **Maintenance fee and payment**

M.5.1. Unless otherwise agreed, the maintenance fee does not include:
- the costs (of the replacement) of consumables (like batteries, stamps, ink (cartridges), toner articles, cables and accessories.
- the costs of (the replacement of) parts as well as maintenance services to repair malfunctions caused in part of in whole by attempts to repair by others than Supplier;
- work for the full or partial revision of the equipment;
- modifications to the equipment;
- moving, relocating, reinstallation of equipment or work as a result thereof.

M.5.2. In the absence of an expressly agreed invoicing scheme, all amounts relating to the maintenance of equipment are always payable per calendar month in arrears. Supplier may request a payment in advance.

M.5.3. Unless otherwise agreed, maintenance fees are payable from the commencement date of the agreement by which the maintenance of the equipment concerned was agreed. The maintenance fee is payable regardless whether Client uses the equipment or puts it into use, or makes use of the option of maintenance.

M.6. **Exclusions**

M.6.1. Work in connection with the investigation and repair of malfunctions caused by or related to user errors, incompetent use of the equipment or external causes, like defects in lines of communications, network connections or power supplies, or connections with equipment, software or material that does not fall under the maintenance agreement, are not included in the obligations of Supplier under the maintenance agreement.

M.6.2. The same applies to maintenance obligations of Supplier to investigate or repair malfunctions caused by or related to modifications of the equipment other than by or on behalf of Supplier, the use of equipment contrary to its applicable conditions or the failure by Client to timely maintain equipment.

M.6.3. Unless otherwise agreed, the maintenance obligations of Supplier also not include the investigation or repair of malfunctions caused by or related to software installed on the equipment.

M.6.4. If Supplier carries out an investigation or performs maintenance in connection with the provisions of articles M.6.1 up to and including M.6.3 Supplier may charge the costs of this maintenance at its usual rates, which, incidentally, does not affect any other amounts owed by Client for maintenance.

M.6.5. Supplier never has an obligation to repair corrupted or lost data caused by malfunctions and/or maintenance.

M.7. **Various**

M.7.1. Supplier does guarantee that the equipment to be maintained shall operate without interruptions or other defects, or that all defects shall be repaired.

M.7.2. Client carries the risk of loss, theft or damage of equipment for the period that these are in the possession of Supplier for maintenance work. It is up to Client to take out insurance against this risk.

N. **Access to the internet**

N.1. **Services**

N.1.1. Supplier shall provide Client with the services agreed between the parties relating to internet access in accordance with the specifications agreed upon in writing. After conclusion of the agreement between the parties, Client shall be given access to the internet, with Supplier observing its usual terms for the connection. Supplier shall always have the right to set reasonable limits to transmission speeds and data traffic quantities of Client.

N.1.2. Only if agreed upon in writing shall Supplier make an effort to make one or more (leased) lines with a capacity agreed upon in writing between the parties, available to Client. Supplier shall always kindly consider a request from Client for an increase of the capacity of a (leased) line, but Supplier does not guarantee that such request shall always be honoured in all cases. Supplier is entitled to set further conditions, if agreeing to such request.

N.1.3. Supplier is at all times entitled to change the content and scope of the agreed services regarding internet access if it deems this desirable for technical or commercial reasons.

N.1.4. Parties shall agree on the location or point where Client is given access to the internet. If Client wishes a change or relocation of its connection to the internet, it must request Supplier in writing for its cooperation. Supplier shall not withhold such request on unreasonable grounds. Supplier may always attach (financial) conditions to the granting of such request.

N.1.5. All services of Supplier shall always be carried out on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

N.1.6. Unless agreed otherwise, Client is responsible for the use of the service and the way in which the results of the service are applied. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client.

N.1.7. Supplier never has an obligation to repair corrupted or lost data or to compensate damage caused by the corruption or loss of data.

N.1.8. Supplier shall refrain from inspecting data traffic and/or files of Client that are not intended for it and shall not make these available to third parties unless Supplier is obliged to do this pursuant to the law or a court decision or if Client acts or is suspected to act contrary to these General Terms and Conditions or the law or if this is deemed necessary by Supplier for the protection of equipment, software and/or services.

N.1.9. If and insofar as Supplier, pursuant to a legal regulation or the agreement, proceeds with retaining (traffic) data related to the services during the prescribed retention period, Supplier is entitled to charge additional costs therefor.

N.2. **Domain names**

N.2.1. Unless agreed otherwise in writing, the provision of services by Supplier under the agreement does not include the application for and/or registration of one or more domain names with qualifying agencies.

N.2.2. If in derogation of article N.2.1 the Supplication applies for and/or registers one or more domain names at or through the agency of a third party for the benefit of Client, Client authorises Supplier to perform the legal acts in its name, and the conditions of said third party shall apply by analogy. Supplier shall upon request provide Client with a written copy of those conditions. Client owes Supplier all the costs connected to the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, the usual rates of Supplier. Fines imposed upon Supplier caused by the failure of Client to provide information and forms that are required in relation to a certain domain name registration shall be charged to Client and paid by Client.

N.2.3. Supplier does not guarantee that a domain name desired by Client shall be assigned to Client. If more than one domain names are desired, Client shall accept partial registrations if one or more domain names could not be registered.

N.2.4. Supplier is not responsible for the content and the composition of the domain name and the use made of the domain name. Client guarantees towards Supplier that it is entitled to use the domain name and that its use is not unlawful towards one or more third parties. Client indemnifies Supplier from any third-party claim related to the domain name, also if the domain name of Client was not registered by Supplier.

N.3. **Facilities, IP addresses and various codes**

N.3.1. Client must have facilities suitable for access to the internet, such as, but not limited to, adequate equipment and software.

N.3.2. Supplier shall use one or more IP addresses in connection with its provision of services to Client. Only Supplier may decide whether Client will be provided with a static or a dynamic IP address. Supplier decides on the format and standard of the IP addresses. Supplier is always entitled to change a provided IP address.

N.3.3. Client guarantees that IP addresses shall never in any way be abused.

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N.3.4. Supplier shall provide Client with the codes and settings required for access to the internet from the (computer) system of Client. Client must itself ensure that these codes and settings are correctly entered into its (computer) system.

N.4. **Internet abuse**

N.4.1. If Supplier has rules of conduct in place that apply in general to all its Clients, Supplier shall upon request provide Client with these rules of conduct and Client has the obligation to observe these rules of conduct strictly and fully. Client shall always and in all cases act carefully and not unlawfully towards third parties. Client shall at all times respect, in particular, the intellectual property rights and other rights of third parties, the privacy of third parties, not disseminate data contrary to the law, not gain unpermitted access to systems, not spread viruses or other harmful programmes and refrain from committing punishable offences or breaching any other statutory obligation. Also, Client shall arrange security from its access point to the internet to avoid abuse by third parties. Client shall always be responsible for abuse via its access point.

N.4.2. To avoid any liability vis-à-vis third parties or limit the consequences thereof, Supplier is always entitled to take measures in respect of an act or omission of or for the risk of Client. Client must at the first written request of Supplier immediately remove information, in the absence of which Supplier is entitled, at its own discretion, to disable access to the internet. Supplier is also entitled, with a threatening and/or alleged breach of the provisions of article N.4.1, to immediately and without any prior announcement deny Client access to the systems of Supplier. The above is without prejudice to any other measures or the exercise of other rights by Supplier vis-à-vis Client. Supplier is in such case also entitled to terminate the agreement with immediate effect, without any liability towards Client as a consequence.

N.4.3. It may not demanded from Supplier that it forms an opinion on the merits of third-party claims or the defence of Client, or be involved in any way in a dispute between a third party and Client. Client must in respect of such matters deal with the third party itself, and inform Supplier in writing and properly substantiated by documents.

N.5. **Malfunctions**

N.5.1. If agreed between the parties in writing, Client may report a malfunction in writing to Supplier in the manner stipulated by Supplier. Supplier shall in such case make an effort to solve the malfunction in accordance with what parties have agreed upon in writing. If in the opinion of Supplier the cooperation of Client is required or desirable for the investigation into the malfunction, Client shall give all the cooperation considered useful, required or desirable by Supplier. Supplier is entitled to charge costs if the malfunction is related to careless or incompetent use by Client or if the operating instructions were not complied with.

N.5.2. Supplier is always entitled to disable access to the internet in whole or in part (temporarily) without prior notification. Supplier shall never have an obligation to pay damages in connection with the period of inactivity.

N.6. **Duration**

N.6.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal.

N.7. **Guarantee**

N.7.1. Supplier does not guarantee the undisturbed availability of the bandwidth agreed upon, if applicable, between the parties. Supplier does also not guarantee that Client shall at all times have undisturbed and unlimited access to the internet.

N.8. **Service Level Agreement**

N.8.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

N.9. **Adjustments to the services**

N.9.1. Client is at all times entitled to request Supplier in writing to adjust within reason the scope of the services provided by Supplier under the agreement, but only if parties have reached agreement on this in advance.

N.9.2. Supplier shall within a reasonable period after such instruction to make adjustments specify in writing the consequences of the adjustment in relation to the services and any agreed service levels as well as the costs of the work. Client is entitled to still withdraw or change the instruction to make adjustments until eight (8) calendar days after receipt of the specification.

N.9.3. Supplier is entitled to adjust the services in its reasonable opinion. Supplier shall never be liable for any costs ensuing for Client. Supplier shall announce in writing an adjustment of the applicable services that is detrimental to Client, at least one (1) month before this adjustment comes into effect. Insofar as the agreement or these terms and conditions do not provide for this detrimental adjustment of the services, Client is entitled to terminate the agreement effective as of the date on which the adjustment takes effect.

N.9.4. Any change that in the reasonable opinion of Supplier requires a significant adjustment on the side of Client shall be announced to Client as soon as possible. Supplier shall never have an obligation to pay any damages because of an adjustment.

O. **Telecommunications services**

O.1. **Service**

O.1.1. Supplier shall make every effort to supply the fixed and/or mobile telecommunications service agreed upon between the parties.

O.1.2. Supplier shall make every effort to provide the services with care, as appropriate in accordance with the arrangements and procedures laid down in writing with Client. All services of Supplier shall always be carried out

on the basis of a best efforts obligation, unless and insofar as Supplier has expressly assumed a results obligation in the written agreement and said result has been described sufficiently concrete.

O.1.3. Unless agreed otherwise, Client is responsible for the use of the service and the way in which the results of the service are applied. Client is also responsible for the instructions to and the use by users, regardless whether these users have any authority relationship with Client.

O.2. **Number allocation and number portability**

O.2.1. Supplier shall provide Client with one or more telephone numbers for each connection, save if a telephone number that is already used by Client is accepted as a usable number by Supplier.

O.2.2. If Client already has one or more telephone numbers at its disposal, Client may submit a request for number portability in the manner usual at Supplier. Supplier shall deny this request in any case if it appears that the agreement with the previous telecommunications services provider cannot be terminated or that this previous provider refuses to cooperate with number portability. Supplier is entitled to charge a fee to Client for number portability.

O.2.3. Supplier is entitled to change or cancel telephone numbers on grounds of laws and regulations or another reasons that require a change of number. Supplier shall not implement a change of number earlier than three months after the change has been notified to Client in writing, unless an earlier change is required. Supplier shall never be liable for a change of number.

O.2.4. Client shall only use the telephone numbers in accordance with the law.

O.2.5. Client may upon commencement of the agreement request Supplier in writing to move the number used to another provider of telecommunications services that has made arrangements with Supplier on number portability.

O.2.6. Supplier is always entitled to change a provided telephone number, for instance because Client moves to another location.

O.3. **Putting connections out of operation**

O.3.1. Supplier is entitled to put one or more connections - temporarily or otherwise - out of operation in whole or in part if this is requested by Client or if Client fails to meet one or more of its obligations under the agreement. Client continues to owe the fixed (periodic) costs during the period of inactivity.

O.3.2. Apart from the provisions of the preceding subarticle, Supplier is always entitled to put (mobile) connections, for any other reason, temporarily out of operation in whole or in part. Supplier will, if possible, inform Client of this in advance and reasonably limit the duration.

O.3.3. Supplier shall never be liable to Client for damage or costs in connection with a period of inactivity.

O.3.4. Supplier will only resume the provision of services at the written request of Client. Supplier may attach conditions thereto, and charge the costs of reconnection.

O.4. **Provision of information**

O.4.1. Supplier has a legal obligation to give cooperation to any authorised order issued under any legal obligation to wiretap. Supplier shall never be liable for any damage of Client or any third party, if this damage arises from cooperation with such request.

O.4.2. Supplier may be required to exchange number information with other service providers to handle telecommunications traffic. Supplier does not guarantee the compliance of relevant laws and regulations by other providers.

O.5. **Service Level Agreement**

O.5.1. Any arrangements regarding a service level (Service Level Agreement) must always be expressly agreed upon in writing. Client shall always inform Supplier of all circumstances that may affect the provision of services and their availability. If arrangements are made about a service level, availability shall be measured ignoring any previously announced period of inactivity because of maintenance work, as well as circumstances that are beyond the control of Supplier, and with due observance of the provision of services as a whole for the duration of the agreement. Save evidence to the contrary, the availability as measured by Supplier constitutes conclusive proof.

O.6. **Physical factors**

O.6.1. Client recognises that the performance of telecommunications services may be affected adversely or be temporarily or entirely unavailable due to physical factors (buildings, tunnels and suchlike) and by atmospheric conditions, malfunctions in the interconnection and problems with software used by Supplier and/or Client. Supplier shall never be liable to Client for damage or costs in connection with such circumstances.

O.7. **Spurious use**

O.7.1. Client shall not use the services or have these used for any purpose that the purpose intended by Supplier

O.8. **Mobile telecommunications**

O.8.1. If Supplier under the agreement provides a mobile telecommunications service, it shall for each agreed end user provide a simcard with associated telephone number and security and access codes, unless otherwise agreed upon in writing. Supplier is at all times entitled to replace this simcard, provided the service continues to be available for Client.

O.8.2. Client has the obligation to carefully keep the simcard and the provided and chosen security codes and access codes, and guarantees that the simcard and the codes do not fall in the hands of an unauthorised person. In case of loss of the simcard or the security and access codes, Client must inform Supplier of this in writing with the utmost urgency, following which Supplier shall disable the simcard as soon as reasonably possible. Client owes all costs incurred in connection with the use of the simcard up to and including the moment the request to disable it has reached Supplier.

O.8.3. Supplier is entitled to (remotely) change the settings of the simcard.

O.8.4. Client is obliged to return the simcard after termination to Supplier or to destroy it at its request, save in case parties have agreed otherwise in writing.

O.8.5. Client is never entitled to block equipment, including in any case expressly a simlock, or deblock this or have this deblocked.

O.9. **Fixed telecommunications**

O.9.1. If Supplier under the agreement provides a fixed telecommunications service, Supplier shall provide the (leased) lines, equipment and services in accordance with the specifications agreed upon in writing.

O.9.2. Any equipment that is placed with Client for a line or service remains the property of Supplier, unless parties have agreed otherwise in writing.

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O.9.3. If Client connects its own equipment to connections provided by Supplier, Client shall ensure that this equipment meets the requirements set by or pursuant to the law.

O.9.4. If Client wishes to change or relocate its fixed connection, it must request Supplier in writing to cooperate with this. Supplier shall not withhold such request on unreasonable grounds. Supplier may always attach (financial) conditions to the granting of such request.

O.9.5. If Supplier requires the cooperation of Client for the improvement of its provision of services, Client shall not withhold this without good grounds.

O.10. Duration

O.10.1. The agreement is entered into for the duration agreed upon between the parties, in the absence of which it has a duration of one year. The duration of the agreement shall always be renewed tacitly for the same duration of the original period, unless Client or Supplier terminates the agreement in writing, observing a notice period of three months before expiry of the period concerned. If Client is a consumer, a notice period of one (1) month applies by operation of law in case of renewal. If the agreement provides for various services, each of the parties may give notice of termination of each service separately, observing the above provisions.

O.11. Guarantee

O.11.1. Supplier does not guarantee the undisturbed availability of the fixed and mobile telecommunications networks.

P. Financing and financial leasing of ICT

P.1. Financing

P.1.1. The agreement is entered into for the fixed term agreed upon between Supplier and Client.

P.1.2. Supplier and Client will state in writing in the agreement the entire (purchase) price of the object of financing, the plan of regular payment of the instalments and the other conditions. The agreement serves to effect full payment of all instalments.

P.2. Payment

P.2.1. Client undertakes to make all payments to Supplier without costs for Supplier on the day they become payable, in a currency valid in the Netherlands, by transfer of the amount to an account number designated by Supplier. Only the above payment by Client constitutes a valid discharge.

P.2.2. By entering into the agreement, Client grants Supplier irrevocable and unconditional approval to collect all sums due by Client by means of direct debit. Client shall at all times ensure it has a sufficient balance, and provide all the necessary cooperation for payment by direct debit.

P.2.3. Unless otherwise agreed, all amounts are always due per calendar month in advance. If any default interest has been agreed upon, Client owes this interest as of the first day of the default.

P.2.4. Supplier may at its own discretion decide to grant a postponement of payment of an instalment if Client has made a substantiated request thereto before expiry of the instalment concerned. If Supplier, at the express request of Client or otherwise permits a postponement, this shall be whilst reserving all its rights.

P.2.5. The amounts received by Supplier from Client are first applied to deduct payable costs, then the interest, and lastly the principal sum.

P.3. Protection of (intellectual) property rights

P.3.1. Client has the obligation to inform Supplier immediately of damage, decrease of value or loss of the object and take all the necessary measures, such as those to limit further damage, and observe any instructions from Supplier so as to protect the rights accruing to Supplier in respect of (intellectual) property as referred to in articles 5 and 6 of the General Provisions.

P.3.2. The object must be kept in good condition by Client at its own expense and be used in accordance with its purpose. Client shall not change the appearance or structure of the object, nor rent out the object, dispose of it or encumber it, relinquish its enjoyment or use the object contrary to any legal regulation.

P.3.3. Client is obliged to inform any party that asserts any right in respect of the object, of the rights of (intellectual) property of Supplier and immediately inform Supplier of those claims from third parties, with submission of all the documents.

P.3.4. Client shall keep the object for its own account and risk and arrange its safe-keeping and storage. Client undertakes to take out adequate insurance for the object and keep it insured at an insurance company with its registered office in the Netherlands. Supplier may set further conditions to the insurance.

P.3.5. All claims in relation to the payment of insurance monies shall be assigned by Client in advance to Supplier upon commencement of the agreement. Insurance monies paid directly by the insurance company to Supplier shall be applied to deduct damages payable by Client to Supplier.

P.3.6. Supplier is entitled to inspect the object or have this inspected during normal working hours. Client shall give all cooperation desired by Supplier at the first written request of Supplier.

P.4. Purchase option

P.4.1. If it has been agreed that the (intellectual) property rights of the object (or any part thereof) only pass from Supplier to Client by payment of a last optional instalment, Client shall inform Supplier in writing whether it intends to exercise this option not later than three months before expiry of the agreement.

P.5. Termination and consequences

P.5.1. Client shall be in default towards Supplier if Client fails to meet or timely meet one or more instalments or acts otherwise contrary to any obligation in this agreement.

P.5.2. If Client is in default, Supplier shall be entitled to terminate the agreement with immediate effect by means of a written statement and without judicial intervention, to immediately retake possession of the object and to exercise in every other respect all the rights granted to it in law.

P.5.3. Save in case of a notice of termination on the grounds stated in article 11 of the General Provisions, notice of termination of the agreement by Client is excluded.

P.5.4. Termination of the agreement is without prejudice to all the obligations of Client towards Supplier and has a consequence that all amounts payable by Client become due and payable with immediate effect.

P.5.5. The termination by a party or nullification of the agreement on grounds of defects or of circumstances in relation to the object or its use is expressly excluded.

P.6. **Returns**

P.6.1. If it expressly ensues from the agreement that Client is entitled to return the object or if Supplier exercises the right to take back possession of the object, the object must be provided to Supplier in good condition at a place and time specified by Supplier. Client has the obligation to repay the costs of repair, replacement and loss in value of the object or part thereof. The object must upon provision to Supplier be in functioning, original and proper condition. Client shall itself take care of proper packaging and transport. Client has the obligation to remove any parts, facilities, data and software not belonging to the object, in the absence of which Supplier, without any obligation for Supplier arising as a result hereof, shall charge the costs of the work performed to Client.

P.7. **Provision of security and assignment**

P.7.1. Client has the obligation to provide security at the first request of Supplier for the performance of all its obligations towards Supplier. If the provided security is or has become insufficient, Client has the obligation to supplement or replace that security upon the first request.

P.7.2. Supplier is entitled to assign the legal relationship to Client to a third party.

P.8. **Administration and performance of agreement**

P.8.1. Client shall inform Supplier in writing in advance of any change of address and the location of the object.

P.8.2. The relevant documents or data in the administration of Supplier serve as conclusive proof of what Client owes Supplier, save any evidence to the contrary provided by Client.

P.8.3. If Supplier has made an error in the performance of the agreement, Client has the obligation to inform Supplier of this immediately in writing when establishing this, and give its full cooperation to the rectification of the error made.

P.9. **Supplemental services and additional costs**

P.9.1. Regardless the name of the agreement, the price or the periodic payments, the agreement comprises only the services as expressly agreed upon in writing by Supplier and Client.

P.9.2. If supplemental services form part of the agreement, Supplier is entitled to set further or amended conditions thereto and to charge on to Client the costs of any adjustments to those services, like insurance premiums, maintenance costs, taxes, levies imposed by government agencies and the hourly rate of services from Supplier.

P.9.3. If and insofar as it expressly ensues from the agreement that Supplier shall arrange the replacement of the object, Supplier shall arrange such replacement by an object that in the opinion of Supplier is comparable or has comparable functionalities. The provisions of the agreement shall continue to apply in full to the replacing object. Save if parties have agreed otherwise, the costs of replacement are for the account of Client.