TERMS & CONDITIONS PHACT B.V.

Phact B.V., a private limited liability company registered with the Chamber of Commerce under no 63144379 and located at the address Keizersveld 83 (5803 AP) Venray, The Netherlands

Chapter 1. General Provisions

Article 1 Applicability

1.1 These Terms and Conditions apply to all offers and contracts pursuant to which the supplier delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.

1.2 Departures from and additions to these terms and conditions shall only be valid if they are agreed between the parties in writing.

1.3 The applicability of the customer's purchasing or other conditions is specifically excluded.

1.4 If any provision of these terms and conditions is null and void or is voided, the other provisions of these terms and conditions shall remain fully in effect. The supplier and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

Article 2 Offers

2.1 All offers and other communications of the supplier are subject to confirmation unless the supplier has indicated otherwise in writing.

The customer guarantees that the information that it has provided or that has been provided on its behalf to the supplier and on which the supplier has based its offer is accurate and complete.

Article 3 Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by the supplier are in euros (EUR) and the customer must make all payments in euros.

3.2 The customer may not derive any rights or expectations from a cost estimate or budget issued by the supplier unless the parties have otherwise agreed in writing. An available budget made known to the supplier by the customer shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by the supplier if this has been expressly agreed in writing.

3.3 If, according to the contract concluded between the parties, the customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards the supplier for performance of the contract.

3.4 Information from the supplier's records shall count as conclusive evidence with respect to the performance delivered by the supplier and the amounts owed by the customer for delivery of this performance, without prejudice to the customer's right to produce evidence to the contrary.

3.5 If a periodic payment obligation on the part of the customer applies, the supplier shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract. If the contract does not expressly provide for the possibility on the part of the supplier to adjust the prices or rates, the supplier shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the customer does not agree to the adjustment in this latter case, the customer shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

3.6 The parties shall record the date or dates on which the supplier shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by the customer in accordance with the agreed payment terms or the payment terms stated on the invoice. The customer may not suspend any payment and may also not set off any amounts owed.

3.7 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, the supplier shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to the supplier's other legal and contractual rights.

Article 4 Term of the contract

4.1 If and insofar as the contract concluded between the parties is a continuing performance contract, the contract shall be entered into for the term agreed between the parties. A term of one year shall apply if no term has been agreed.

4.2 The term of the contract shall be tacitly extended, each time by the period of time originally agreed, unless the customer or supplier terminate the contract in writing with due observance of a notice period of three months prior to the end of the current term.

Article 5 Confidentiality and transfer of personnel
5.1 The customer and supplier must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply to the supplier if and insofar as the supplier is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by the supplier. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.
5.2 The customer acknowledges that software originating from the supplier is always confidential in nature and that this software contains trade secrets of the supplier and its suppliers or the producer of the software.
5.3 During the term of the contract and for one year following its termination, each of the parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the contract unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that the customer must pay reasonable compensation to the supplier.

Article 6 Privacy and data processing
6.1 If necessary for the performance of the contract, the customer shall on request inform the supplier in writing about the way in which the customer performs its legal obligations regarding the protection of personal data.
6.2 The customer indemnifies the supplier against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the customer or for which the customer is otherwise responsible by law, unless the customer proves that the facts on which a claim is based are attributable to the supplier.
6.3 The customer is fully responsible for the data that it processes in the context of using a service of the supplier. The customer guarantees vis-à-vis the supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies the supplier against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

Article 7 Security
7.1 If the supplier is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. The supplier does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
7.2 The access or identification codes and certificates provided by or because of the supplier to the customer are confidential and must be treated as such by the customer, and may only be made known to authorized personnel in the customer's own organization. The supplier is entitled to change the access or identification codes and certificates.
7.3 The customer must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Article 8 Retention of title, reservation of rights and suspension
8.1 All items delivered to the customer shall remain the property of the supplier until all amounts owed by the customer to the supplier under the contract concluded between the parties have been paid to the supplier in full. A customer that acts as a reseller may sell and supply all items that are subject to the supplier's retention of title insofar as doing so is usual in the context of the customer's ordinary course of business.
8.2 The property-law consequences of the retention of title with respect to an item destined for export shall be governed by the laws of the State of destination if those laws contain provisions that are more favorable to the supplier.
8.3 As and when necessary, rights shall be granted or transferred to the customer subject to the condition that the customer has paid all amounts owed under the contract.
8.4 The supplier may retain all information, documents, software and/or data files received or created in the context of the contract in spite of an existing obligation to hand over or transfer until the customer has paid all amounts owed to the supplier.

Article 9 Risk transfer
9.1 The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the contract shall pass to the customer at the time at which the customer or an auxiliary person of the customer comes into actual possession of the items and information referred to.

Article 10 Intellectual property
10.1 If the supplier is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken expressly and in writing. If the parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment or other materials specifically developed for the customer shall transfer to the customer, this shall be without prejudice to the supplier's right or option to use and/or operate, either for itself or for third

parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to the supplier's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the customer.

10.2 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by the supplier, its licensors or its suppliers. The customer shall have the rights of use expressly granted under these terms and conditions, the contract concluded in writing between the parties and the law. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sublicensed.

10.3 The customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.

10.4 Even if not expressly provided for in the contract, the supplier may always take technical measures to protest equipment, data files, websites, software made available, software to which the customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items.

The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.

10.5 The supplier indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the supplier itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs the supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the supplier. The customer shall provide the powers of attorney and information required to the supplier and assist the supplier to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) materials made available to the supplier by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without the supplier's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the supplier itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the supplier, there is a good chance that such an infringement is occurring, the supplier shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the supplier due to infringement of a third party's intellectual property right is excluded.

10.6 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the supplier for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies the supplier against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.

10.7 The supplier is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the customer.

Article 11 Obligations to cooperate

11.1 The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the parties.

The customer shall always extend, in a timely manner, the cooperation reasonably required by the supplier.

11.2 The customer bears the risk of selecting the items, goods and/or services to be provided by the supplier. The customer must always exercise the utmost care to guarantee that the requirements that the supplier's performance must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardization sheets and the like are not binding for the supplier unless expressly stated otherwise by the supplier.

11.3 If the customer deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required.

If the supplier's employees perform work at the customer's location, the customer must provide, on time and free of charge, the facilities required, such as a workspace with computer and network facilities. The supplier shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the customer proves that this damage or these costs are the result of deliberate intent or recklessness on the part of the supplier's management.

11.4 The workspace and facilities must meet all legal requirements. The customer indemnifies the supplier against claims of third parties, including the supplier's employees, who suffer injury in the context of performing the contract as a result of acts or omissions of the customer or unsafe situations in the customer's organization. The customer shall make the company and security rules current in its organization known to employees deployed by the supplier prior to the start of the work.

11.5 If, in connection with the supplier's services and products, the customer makes software, equipment or other resources available to the supplier, the customer guarantees that all licenses or approvals that the supplier may require in relation to these resources shall be obtained.

11.6 The customer is responsible for the management, including checking the settings, and use of the products supplied and/or services provided by the supplier, and the way in which the results of the products and services are used. The customer is also responsible for appropriately instructing users and for the use made by users.

11.7 The customer shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Article 12 Obligations to provide information

12.1 To enable proper performance of the contract by the supplier, the customer shall always provide all information reasonably required by the supplier to the supplier in a timely manner.

12.2 The customer guarantees that the information, designs and specifications that it has provided to the supplier is or are accurate and complete. If the information, designs or specifications provided by the customer contain inaccuracies apparent to the supplier, the supplier shall contact the customer to make enquiries about the matter.

12.3 In connection with continuity, the customer shall designate a contact person or contact persons who shall act in that capacity for the duration of the supplier's work. The customer's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the customer wishes to achieve.

12.4 The supplier is only obliged to periodically provide information concerning the performance of the work to the customer through the contact person designated by the customer.

Article 13 Project and steering groups

13.1 If both parties are participating in a project or steering group through one or more employees that they have deployed, the provision of information shall take place in the manner agreed for the project or steering group.

13.2 Decisions made in a project or steering group in which both parties are participating shall only be binding for the supplier if the decisions are made in accordance with that which has been agreed between the parties in writing in this regard or, in the absence of written agreements in this context, if the supplier has accepted the decisions in writing. The supplier is never obliged to accept or implement a decision if, in its opinion, the decision cannot be reconciled with the content and/or proper performance of the contract.

13.3 The customer guarantees that the persons that it has designated to participate in a project or steering group are authorized to make decisions that are binding for the customer.

Article 14 Terms

14.1 The supplier shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by the supplier or agreed between the parties shall always apply as target dates, shall not bind the supplier and shall always be indicative.

14.2 If a term is likely to be exceeded, the supplier and customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.

14.3 In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, the supplier shall only be in default as a result of a period of time being exceeded after the customer has declared the supplier to be in default in writing and a reasonable term that the customer granted to the supplier to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.

14.4 If it has been agreed that the work under the contract is to be performed in phases, the supplier shall be entitled to postpone the start of a phase's work until the customer has approved the results of the preceding phase in writing.

14.5 The supplier shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the customer fails to fulfil its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the customer to give notice of termination or to rescind (in Dutch: 'ontbinden') the contract.

Article 15 Termination and cancellation of the contract

15.1 Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as essential obligations under the contract.

15.2 If, at the time of rescission, the customer has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the customer proves that the supplier is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by the supplier prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.

15.3 A contract which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing following consultation between the parties. Reasons for the termination must be stated.

If a notice period has not been agreed between the parties, a reasonable period must be observed when notice of termination is given. The supplier is never obliged to pay any compensation due to termination.

15.4 The customer may not terminate a contract of engagement that has been entered into for a definite period of time.

15.5 Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. The supplier may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the customer's company. The supplier is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use the supplier's services, without termination by the supplier being required.

Article 16 Liability of the supplier

16.1 The supplier's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. The supplier's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 500.000 (five hundred thousand euros), however.

16.2 The supplier's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than EUR 1.250.000 (one million two hundred fifty thousand euros).

16.3 The supplier's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to the supplier and loss arising from the engagement of suppliers prescribed by the customer to the supplier is excluded. The supplier's liability for corruption, destruction or loss of data or documents is likewise excluded.

16.4 The exclusions and limitations of the supplier's liability described paragraphs 16.1 up to and including 16.3 are entirely without prejudice to the other exclusions and limitations of the supplier's liability described in these terms and conditions.

16.5 The exclusions and limitations referred to in paragraphs 16.1 up to and including 16.4 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of the supplier's management.

16.6 Unless performance by the supplier is permanently impossible, the supplier shall only be liable due to an attributable failure in the performance of a contract if the customer declares the supplier to be in default in writing without delay and grants the supplier a reasonable term to remedy the breach, and the supplier culpably fails to fulfil its obligations also after this term has passed.

The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.

16.7 For there to be any right to compensation, the customer must always report the loss to the supplier in writing as soon as possible after the loss has occurred. Each claim for compensation against the supplier shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the customer has instituted a legal action for damages prior to the expiry of this period.

16.8 The customer indemnifies the supplier against any and all claims of third parties due to product liability as a result of a defect in a product or system that the customer supplied to a third party and that consisted in part of equipment, software or other materials supplied by the supplier, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.

16.9 The provisions of this article and all other limitations and exclusions of liability referred to in these terms and conditions shall also apply for the benefit of all natural persons and legal entities that the supplier engages in the performance of the contract.

Article 17 Force majeure

17.1 None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of the supplier means, among other things: (i) force majeure on the part of the suppliers of the supplier, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to the supplier by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to the supplier by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.

17.2 Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

Article 18 Changes and additional work

18.1 If, at the request or prior consent of the customer, the supplier has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with the suppliers usual rates.

The supplier is not obliged to honor such a request and may require that a separate contract be concluded in writing for the purpose.

18.2 Insofar as a fixed price has been agreed for the provision of services, the supplier shall on request inform the customer in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.

Article 19 Transfer of rights and obligations

19.1 The customer may not sell, transfer or pledge its rights and obligations under a contract to a third party.

19.2 The supplier is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

Article 20 Applicable law and disputes

20.1 Contracts between the supplier and customer are governed by Dutch law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

20.2 Disputes that arise by reason of the contract concluded between the parties and/or by reason of any further contracts deriving from it shall be resolved by the District Court in Rotterdam.

Chapter 2. Provision of services

The provisions of this chapter shall apply in addition to other applicable provisions of these terms and conditions if supplier performs services of whatever nature for the customer, whether or not set out in more detail in one of the other chapters of these terms and conditions.

Article 21 Performance

21.1 The supplier shall perform its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the customer. All services by the supplier shall be performed on the basis of an obligation to use reasonable endeavors unless and insofar as the supplier has expressly promised a result in the written contract and the result concerned has also been defined with sufficient determinability in the contract.

21.2 The supplier shall not be liable for loss or costs that are the result of the use or misuse of access or identification codes or certificates unless the misuse is the direct result of deliberate intent or recklessness on the part of the supplier's management.

21.3 If the contract has been entered into with a view to performance by one specific person, the supplier shall always be entitled to replace this person with one or more persons who have the same and/or similar qualifications.

21.4 The supplier is not obliged to follow the customer's instructions in the performance of its services, particularly not if these instructions change or add to the content and scope of the agreed services.

If such instructions are followed, however, payment shall be made for the work concerned in accordance with the supplier's usual rates.

Article 22 Service Level Agreement

22.1 Any agreements concerning a service level (Service Level Agreements) shall only be expressly agreed in writing. The customer shall always inform the supplier without delay about any circumstances that affect or that could affect the service level and its availability.

22.2 If agreements about a service level have been made, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by the supplier in advance and circumstances beyond the supplier's control are not taken into account. The availability measured by the supplier shall count as conclusive evidence, subject to evidence to the contrary produced by the customer.

Article 23 Backups

23.1 If the services provided to the customer under the contract include making backups of the customer's data, the supplier shall make a complete backup of the customer's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. The supplier shall retain the backup for the duration of the agreed term or for the duration of the supplier's usual term if agreements have not been made in this regard. The supplier shall retain the backup with due care.

23.2 The customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

Chapter 3. Software

The provisions of this chapter shall apply in addition to other applicable provisions of these terms and conditions if supplier
The provisions of this chapter shall apply additionally if the supplier makes software available to the customer for use, whether or not set out in more detail on one of the other chapters of these terms and conditions.

Article 24 Right of use and restrictions on use

24.1 The supplier shall make the agreed computer programs and agreed user documentation, hereinafter referred to as the 'software', available to the customer for use for the duration of the contract on the basis of a license for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed.

24.2 The supplier's obligation to make available and the customer's right of use extend only to the software's object code. The customer's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the customer, not even if the customer is prepared to pay a financial amount for the source code and technical documentation.

24.3 The customer shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.

24.4 If the parties have agreed that the software may only be used in combination with certain equipment, the customer shall in the event of any malfunction of this equipment be entitled to use the software on other equipment with the same qualifications during the time that the original equipment remains defective.

24.5 The supplier may require that the customer only start using the software after having received one or more codes needed for use from the supplier, the supplier's supplier or the producer of the software. The supplier is always entitled to take technical measures to protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the parties. The customer shall never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.

24.6 The customer may only use the software in and for its own company or organization and only insofar as doing so is necessary for the intended use. The customer shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.

24.7 The customer may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software and the carriers on which the software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. The customer may also not grant, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only uses the software for the customer.

24.8 If so requested, the customer shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for the supplier. Should the supplier so demand, the customer shall grant the supplier access to its buildings and systems. Insofar as such information does not concern the use of the software itself, the supplier shall treat all confidential business information that it obtains from the customer or at the customer's business location in the context of an investigation as confidential.

24.9 The parties maintain that the contract concluded between the parties, insofar as the object of this contract is the making available of software for use, shall never be deemed to be a purchase contract.

24.10 The supplier is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the foregoing, the supplier is asked to perform maintenance work and/or provide support with respect to the software, the supplier may require that the customer enter into a separate, written contract for the purpose.

Article 25 Delivery and installation

25.1 At its discretion, the supplier shall deliver the software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carrier determined by the supplier, or shall make the software available to the customer online. At the supplier's discretion, any agreed user documentation shall be made available in printed or digital form in a language determined by the supplier.

25.2 The supplier shall only install the software at the customer's business location if this has been agreed between the parties. If no agreements have been made for the purpose, the customer shall itself install, organize, parameterize, tune and, if necessary, modify the equipment and operating environment used.

Article 26 Acceptance

26.1 If the parties have not agreed an acceptance test, the customer shall accept the software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the supplier's obligations under the guarantee scheme as set out in Article 30. In the aforementioned case, the software shall be deemed to have been accepted by the customer upon delivery or, if installation by a supplier has been agreed in writing, upon completion of installation.

26.2 The provisions of paragraphs 26.3 up to and including 26.10 shall apply if an acceptance test has been agreed between the parties.

26.3 In these terms and conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by the supplier in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of the supplier is limited to errors within the meaning of these terms and conditions. The supplier does not have any obligation whatsoever with respect to other defects in or on the software.

26.4 If an acceptance test has been agreed, the test period shall amount to 14 days following delivery or, if installation by the supplier has been agreed in writing, 14 days following the completion of installation. The customer may not use the software for production or operational purposes during the test period. The customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

26.5 If an acceptance test has been agreed, the customer must check whether the software delivered meets the functional or technical specifications expressly made known by the supplier in writing and, if and to the extent that all or part of the software concerns customized software, meets the functional or technical specifications expressly agreed in writing.

26.6 The parties shall deem the software to have been accepted:
   a. if the parties have agreed an acceptance test: on the first day following the test period, or
   b. if the supplier receives a test report as referred to in Article 26.7 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to Article 26.8, do not prevent acceptance, or
   c. if the customer uses the software in any way for production or operational purposes: at the time at which this use occurs.

26.7 If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the customer shall report the test results to the supplier in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. The supplier shall strive to the best of its ability to fix the errors referred to within a reasonable term. The supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.

26.8 The customer may not refuse to accept the software for reasons that are not related to the specifications expressly agreed in writing between the parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing without prejudice to the supplier's obligation to fix these minor errors in the context of the guarantee scheme referred to in Article 30.
In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.

26.9 If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.

26.10 Acceptance of the software in one of the ways referred to in this article shall serve to discharge the supplier of its obligations regarding making the software available and delivering the software and, if installation of the software by the supplier has also been agreed, of its obligations regarding installation. Acceptance of the software shall be without prejudice to the customer's rights based on Article 26.8 regarding minor defects and Article 30 regarding the guarantee.

Article 27 Availability

27.1 The supplier shall make the software available within a reasonable term following the conclusion of the contract.

27.2 Following the end of the contract, the customer shall return all copies of the software in its possession to the supplier without delay. If it has been agreed that the customer must destroy the copies concerned at the end of the contract, the customer shall report the destruction of the copies to the supplier in writing without delay. At or following the end of the contract, the supplier shall not be obliged to provide assistance for the purpose of a data conversion desired by the customer.

Article 28 Payment for the right of use

28.1 The customer must pay the amount owed for the right of use at the agreed times or, if a time has not been agreed:
   a. if the parties have not agreed that the supplier shall install the software: when the software is delivered; or, in the case of periodically owed payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;
   b. if the parties have agreed that the supplier shall install the software: upon completion of installation; or, in the case of periodically owed payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term.

Article 29 Changes in the software

29.1 Baring exceptions provided for by law, the customer may not change all or part of the software without the prior written permission of the supplier. The supplier is entitled to refuse or attach conditions to such permission. The customer shall bear the entire risk of all changes that it makes or changes made by third parties on its instructions, whether or not with the supplier's permission.

Article 30 Guarantee

30.1 The supplier shall strive to the best of its ability to fix errors within a reasonable term if these errors are reported in writing in a detailed manner to the supplier within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. The supplier does not guarantee that the software is suitable for actual use and/or the intended use. The supplier also does not guarantee that the software will operate without interruption and/or that all errors will always be fixed.
Fixing work shall be carried out free of charge unless the software was developed on the instructions of the customer other than for a fixed price, in which case the supplier shall charge for the costs of fixing in accordance with its usual rates.

30.2 The supplier may charge for the costs of fixing in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the customer, or as a result of causes that cannot be attributed to the supplier. The obligation to fix errors shall cease to apply if the customer makes changes in the software or has such changes made without the supplier's written permission.

30.3 The fixing of errors shall take place at a location and in a manner determined by the supplier. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

30.4 The supplier is never obliged to recover data that has been corrupted or lost.

30.5 The supplier does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in Article 30.1.

Article 31 Software of suppliers

31.1 If and insofar as the supplier makes third-party software available to the customer, the license terms of the third parties concerned shall apply in the relationship between the supplier and the customer with respect to the software instead of the provisions of these terms and conditions that differ from those license terms, provided that the applicability of the license terms of the third party concerned was reported to the customer by the supplier in writing and, in addition, a copy of the applicable license terms was made available to the customer prior to the conclusion of the contract. In derogation from the provisions of the preceding sentence, the customer shall not be entitled to invoke failure on the part of the supplier to fulfil the aforementioned obligation to provide information if the customer is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.

31.2 If and insofar as, for whatever reason, the terms of third parties referred to above are deemed not to apply or are declared inapplicable in the relationship between the customer and the supplier, the provisions of these terms and conditions shall apply in full.

Chapter 4. Development of software and websites

The provisions of this chapter shall apply in addition to other applicable provisions of these terms and conditions if supplier designs and/or develops software and/or a website for the customer and possibly installs the software and/or website.

Article 32 Specification and development of software/a website

32.1 If specifications or a design of the software or website to be developed have not already been provided prior to the conclusion of the contract or are not provided when the contract is concluded, the parties shall in consultation specify, in writing, the software or website to be developed and the manner in which the development is to be carried out.

32.2 The supplier shall develop the software and/or website with due care in accordance with the expressly agreed specifications or design and, if applicable, having regard to the project organization, methods, techniques and/or procedures agreed in writing with the customer.

The supplier may require that the customer agree to the specifications or design in writing prior to commencement of the development work.

32.3 If the parties use a development method based on iterative design and/or development of the software or parts of the software or website or parts of the website (Scrum, for example), the parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract. During the performance of the contract, the parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The customer accepts the risk that the software and/or the website may not necessarily meet all specifications. The customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of these end users is supported by the customer's organization. The customer guarantees that the employees whom it deploys and who are appointed to key positions shall have the decision-making powers required for these positions. The customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If the customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the development method concerned, the supplier shall be entitled, though not obliged, to make the decisions that it deems to be appropriate.

32.4 The provisions of Article 26.1, Articles 26.4 up to and including 26.8 and Article 30.1 shall not apply if the parties use a development method as referred to in Article 32.3. The customer shall accept the software and/or website in the state that it is in at the end of the last development phase ('as is, where is').The supplier shall not be obliged to fix errors after the last development phase unless otherwise agreed in writing.

32.5 In the absence of specific agreements on the matter, the supplier shall commence the design and/or development work within a term that it deems reasonable following the conclusion of the contract.

32.6 If so requested, the customer shall make it possible for the supplier to perform work outside the usual working days and working hours at the office or location of the customer.

32.7 The supplier's performance obligations with respect to the development of a website do not include making a content management system available.

32.8 The supplier's performance obligations do not include maintaining the software and/or the website, and/or providing support to users and/or administrators of the software and/or the website. If, contrary to the foregoing, the supplier must

also perform maintenance work and/or provide support, the supplier may require that the customer enter into a separate, written contract for the purpose. The supplier shall charge for this work in accordance with the supplier's usual rates.

Article 33 Delivery, installation and acceptance
33.1 The provisions of Article 25 concerning delivery and installation apply *mutatis mutandis.*
33.2 Unless, pursuant to the contract, the supplier must host the software and/or website on its own computer system for the customer, the supplier shall deliver the website to the customer on a data carrier and in a form determined by the supplier, or shall make the software and/or website available to the customer online.
33.3 The provisions of Article 26 of these terms and conditions concerning acceptance apply *mutatis mutandis.*

Article 34 Right of use
34.1 The supplier shall make the software and/or website developed on the instructions of the customer and any associated user documentation available to the customer for use.
34.2 The source code of the software and the technical documentation prepared during development of the software shall only be made available to the customer if this has been agreed in writing, in which case the customer shall be entitled to make changes to the software.
34.3 The supplier is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.
34.4 The provisions of Article 24 concerning right of use and restrictions on use apply *mutatis mutandis.*
34.5 No restrictions on use of the software and/or website shall apply to the customer, contrary to the stipulation of Article 34.4, only if the content of the written contract expressly shows that all design and development costs shall fully and exclusively be borne by the customer.

Article 35 Payment
35.1 In the absence of an agreed payment schedule, all amounts that relate to the design and development of software and/or websites shall be payable each calendar month in arrears.
35.2 The price for the development work includes the payment for the right to use the software or website during the term of the contract.
35.3 The payment for the development of the software does not include a payment for support software and program and data libraries, and any installation services and any modification and/or maintenance of the software required by the customer. The payment also does not include the provision of support to users of the software.

Article 36 Guarantee
36.1 The provisions of Article 30 concerning the guarantee apply *mutatis mutandis.*
36.2 The supplier does not guarantee that the website that it has developed functions well with all (new versions of) web browser types and possibly other software. The supplier also does not guarantee that the website functions well with all types of equipment.

Chapter 5. Software maintenance and support
The provisions of this chapter shall apply in addition to other applicable provisions of these terms and conditions if supplier performs services for the customer in the field of software maintenance and support in the use of software.

Article 37 Maintenance services
37.1 If agreed, the supplier shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software within the meaning of Article 26.3 and, exclusively if agreed in writing, making new versions of the software available in accordance with Article 38.
37.2 The customer must report errors discovered in the software in detail. Following receipt of the report, the supplier shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the software in accordance with its usual procedures. Depending on the urgency and the supplier's version and release policy, the results shall be made available to the customer in a manner and within a term determined by the supplier. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The customer shall itself install, organize, parameterize and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.
37.3 The provisions of paragraphs 30.3 and 30.4 apply *mutatis mutandis.*
37.4 If the supplier performs maintenance work online, the customer shall promptly ensure that a proper infrastructure and network facilities are in place.
37.5 The customer shall extend the cooperation required by the supplier in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.
37.6 If the maintenance work relates to software that was not supplied to the customer by the supplier, the customer, if the supplier believes this is necessary or desirable for the maintenance work, shall make the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available. The customer guarantees that it is entitled to make the aforementioned items available. The customer grants the supplier the right to use and change the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance work.

37.7 The maintenance work performed by the supplier does not affect the customer's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Article 38 New versions of software

38.1 Maintenance shall include making new versions of the software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the software available, they shall be made available at the supplier's discretion.

38.2 Three months after an improved version has been made available, the supplier shall no longer be obliged to fix errors in the previous version and to provide support and/or perform maintenance work with respect to a previous version.

38.3 The supplier may require that the customer enter into a further written contract with the supplier for a version with new functionality and that a further payment be made for this version. The supplier may incorporate functionality from a previous version of the software in unaltered form, but does not guarantee that each new version includes the same functionality as the previous version. The supplier is not obliged to maintain, modify or add certain features or functionalities of the software specifically for the customer.

38.4 The supplier may require that the customer modify its system (equipment, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

Article 39 Support services

39.1 If the services provided by the supplier under the contract include the provision of support to users and/or administrators of the software, the supplier shall provide, by telephone or email, advice on the use and functioning of the software specified in the contract. The supplier may set conditions with respect to the qualifications and the number of persons eligible for support. The supplier shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. The supplier does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during the supplier's usual business hours.

39.2 If the services provided by the supplier under the contract include the provision of standby services, the supplier shall ensure that one or more staff members are available on the days and during the times specified in the contract. The customer shall in this case be entitled in the event of urgency to call in the support of staff members on standby if there is a serious malfunction in the operation of the software. The supplier does not guarantee that all malfunctions will be repaired speedily.

39.3 The maintenance and other agreed services as referred to in this chapter shall be performed as from the date on which the contract is concluded, unless the parties have agreed otherwise in writing.

Article 40 Payment

40.1 In the absence of an expressly agreed payment schedule, all amounts that relate to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable each calendar month in advance.

40.2 Amounts relating to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable from the moment of commencement of the contract. The payment for maintenance and other services shall be due regardless of whether or not the customer is using the software or exercising the option of maintenance or support.

Chapter 6. Hosting

The provisions of this chapter shall apply in addition to other applicable provisions of these terms and conditions if supplier provides services, under whatever name, in the field of hosting and related services.

Article 41 Hosting services

41.1 The supplier shall perform the hosting services agreed with the customer.

41.2 If the contract's object is to make disk space of equipment available, the customer shall not exceed the agreed disk space unless the contract expressly provides for the consequences of doing so. The contract shall include making disk space available on a server specifically reserved for the customer only if this has been expressly agreed in writing. All use of disk space, data traffic and other loading of systems and infrastructure shall be limited to the maximums agreed between the parties. The data traffic that is not used by the customer in a given period may not be transferred to a subsequent period. If the agreed maximums are exceeded, the supplier shall charge an additional amount in accordance with the usual rates.

41.3 The customer is responsible for the management, including checking the settings, and use of the hosting service, and the way in which the results of the service are used. In the absence of specific agreements on the matter, the customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires. The supplier is not obliged to perform data conversion.

41.4 The contract's objects shall include the provision or making available of backup, contingency and recovery services only if this has been expressly agreed in writing.

41.5 The supplier may temporarily put all or part of the hosting service out of operation for preventive, corrective or adaptive maintenance. The supplier shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours, and, according to circumstances, have this period commence following consultation with the customer.

41.6 If, pursuant to the contract, the supplier performs services for the customer with respect to a domain name, such as the application, extension or sale or transfer to a third party, the customer must observe the rules and working method of the body or bodies concerned. If so requested, the supplier shall provide a written copy of the aforementioned rules to the customer. The supplier expressly does not accept any responsibility for the accuracy and timeliness of the provision of services or achievement of the results intended by the customer. The customer must pay all costs associated with the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, the supplier's usual rates. The supplier does not guarantee that a domain name desired by the customer will be granted to the customer.

Article 42 Notice and Take Down

42.1 The customer shall at all times act with due care and lawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties and the privacy of third parties, by refraining from disseminating information in a manner that is contrary to the law, from granting unauthorized access to systems and from spreading viruses or other harmful programs or data, and by refraining from committing criminal acts and violating any other legal obligation.

42.2 To prevent liability towards third parties or limit the consequences thereof, the supplier is always entitled to take measures with respect to an act or omission of or at the risk of the customer. Should the supplier so demand in writing, the customer shall delete data and/or information from the supplier's systems without delay. If the customer fails to do so, the supplier shall be entitled at its own discretion to delete the data and/or information itself or make it impossible to access the data and/or information. In addition, in the event of a breach or an imminent breach of the provisions of paragraph 42.1, the supplier shall be entitled to deny the customer access to the supplier's systems with immediate effect and without prior notice. The foregoing shall be without prejudice to any other measures or the exercise of other legal and contractual rights by the supplier against the customer. The supplier shall in this case also be entitled to terminate the contract with immediate effect without being liable towards the customer for doing so.

42.3 The supplier cannot be expected to form an opinion on the merits of the claims of third parties or the customer's defense, or be involved in any way whatsoever in a dispute between a third party and the customer. The customer shall deal with the third party concerned regarding the matter and inform the supplier in writing. The information provided in this context must be properly substantiated by supporting documents.

Valid from April 17, 2015