

General Conditions

Info Support MITS B.V., Version 5.0



Inhoud

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1. GENERAL PROVISIONS

Article 1 Definitions

The following terms as used in these general conditions are defined as follows:

Acceptance Test: a test used by the Client to verify that the object of acceptance satisfies the requirements;

Application Management: the management domain which, under the direction of Functional Management, manages the application level of the Information System through which the application-specific functionality for the purpose of the Information System is maintained and kept available;

Application Layer: the portion of the Information System consisting of the software included in the application architecture and used to make specific functionality available to users, who utilize it to perform one or more tasks in the business process. It includes application-specific software, data, storage structures and configuration files;

Application-Infrastructure Layer: the portion of the Information System consisting of the system software included in the application architecture and middleware products. "Application infrastructure" includes data collections, application servers, email servers and message brokers;

Cloud Service: the remote provision of, and continued provision of, a cloud service to the Client. The Cloud Service comprises a specific, standardized Information System which, through the Internet or other network, is available without it being provided to the Client on a physical medium;

Contract Value: the amount billed by Info Support to the Client and the amount paid by the Client to Info Support, excluding Dutch Value-Added Tax (VAT), pursuant to an Agreement, to the extent that this relates to hours worked by Employees of Info Support or – however only if goods have been delivered and no hours have been worked or services have been provided based on hourly billing – to the extent that they relate to goods delivered by or Services provided by Info Support. If the Agreement is a (long-term) contract to provide services and/or perform activities which, at the time the loss-making incident occurs, has been in place for more than one year, the Contract Value is fixed at the total amount of the invoices paid to Info Support (excluding VAT) for a maximum period of one year.

Delivery: the actual provision of goods, hardware and/or software by Info Support (Chamber of Commerce registration number: 30135370) to the Client;

Documentation: system and user manuals relating to the goods, hardware, software, Services and/or courses/training to be provided by Info Support;

End User: a Client that procures a Cloud Service for its own user organization and in support of its own business process/processes;

Fair Use Policy: Info Support will monitor data usage but will, unless otherwise specified, not fix a data limit. If the Client's data usage is too high in proportion to that of Info Support's other clients, the parties will consult with one another in order to reduce data usage or agree on how the associated costs will be incorporated into the rates.

Errors: failure to satisfy functional specifications supplied by Info Support in writing and, in case of custom software, failure to satisfy the functional specifications explicitly agreed upon in writing;

Functional Management: the management domain which, at the behest of the process managers in the user organization, manages the continuity and quality of the information system in order to maintain the link between actual information demand and the (required) information provision. The Functional Management manager will describe any changes and ensure that these are implemented; is in charge of their acceptance, and provides adequate user support. Functional Management acts in this process as the owner of the Information System and controls the management domains Application Management, Technical Application Management and Infrastructure Management;

Information System: the system used to support the business process or the application, consisting of the three technical layers, designated as: Application Layer, Application Infrastructure Layer and Infrastructure Layer;

Info Support: the private company with limited liability **Info Support MITS B.V.**, with its registered office in Veenendaal;

Infrastructure Management: the management domain which, under the control of Functional Management, manages the Infrastructure Level of the Information System in order to guarantee the correct operation of the hardware facilities and operating systems for the purpose of the information system;

Infrastructure Level: the portion of the Information System consisting of the hardware facilities and operating systems included in the application architecture and used to host the Application Infrastructure. "Infrastructure" is defined as, among other things, physical/virtual machines, networks, storage and Active Directory;

Delivery: delivery of orders for items, services or activities or combinations thereof at the agreed upon site(s) in accordance with the Agreement or instructions);

Employee: individual (not including the Client's staff) who is made available by Info Support to the Client under a relevant Agreement with the Client in order to perform work for the Client, or who performs the work on behalf of Info Support;

Normal Office hours: hours between 8:30 a.m. to 5:30 p.m. from Monday up to and including Friday - with the exception of public holidays;

Proposal: no-obligation offer by Info Support to a potential client to deliver products and/or provide Services;

Client: any natural or legal person that has applied Info Support for a quotation, or to whom Info Support has sent a quotation or with whom Info Support conducts negotiations on the formation of an Agreement, or with whom Info Support has concluded an Agreement;

Order: an order from the Client;

Agreement: any Agreement between Info Support and the Client for the delivery of items or to perform activities/services or the granting of rights (of use) with respect to intellectual property, such as the copyright with respect to software or combinations thereof, to which these general conditions apply and any supplement or change to such an Agreement;

Reseller: a Client acting as a distributor which resells a Cloud Service procured from Info Support as part of its own range of services and provides it to its own customers;

Services: activities to be performed by Info Support on behalf of the Client and the services to be provided as part thereof;

Standard Operation: specified functional and non-functional description of the intended operation of the Information System.

Technical Application Management: the management domain which, under the direction of Functional Management, manages the Application Infrastructure Layer and middleware of the Information System in order to ensure the correct operation of the system software and middleware products for the purpose of the Information System.

Article 2 Applicability

2.1 These General Terms and Conditions consist of this section, "General Provisions", and the following separate sections:

2. Software Development
3. Management of Information Systems
4. Cloud Services
5. Consultancy

2.2 These General Terms and Conditions apply to all Proposals, offers and Agreements to which Info Support is a party. In the event of a conflict between the provisions set out in the section "General Provisions" and a provision of one of the separate sections of these General Terms and Conditions, the provisions of the separate section will prevail.

2.3 The provisions of these General Terms and Conditions can only be amended in writing.

2.4 In the event of contradiction between any of these stipulations and the Agreement the Agreement shall prevail.

2.5 The applicability of any terms and conditions of the Client, of any nature and under any title whatsoever, is expressly rejected.

2.6 In the event that any of these stipulations are declared null and void, are nullified or otherwise become legally void, Info Support has the right to replace this/these stipulation(s) and the remaining stipulations of these general conditions will remain in force to the extent possible.

Article 3 Proposals and formation of the Agreement

3.1 All proposals, offers or quotations from Info Support are issued without obligations and only represent an invitation to make an offer unless the proposal in question specifically stipulates otherwise in writing.

3.2 An Agreement between the Client and Info Support is reached if and to the extent that Info Support accepts an Order from the Client in writing.

- 3.3 If, at the Client's request, Info Support performs any activity before complete agreement is reached regarding the price and payment conditions for that activity, the Client will pay Info Support for this service in conformance with Info Support's currently applicable rates.
- 3.4 Supplement(s) or changes to an Agreement that has been reached must be agreed upon in writing.
- 3.5 Info Support bases its Proposals, offers and quotations on, among other things, the data the Client has provided to it. The Client guarantees the accuracy and completeness of the data it has provided to Info Support.

Article 4 Prices

- 4.1 All prices charged by Info Support are exclusive of BTW and other levies imposed by the government. Unless specifically agreed upon otherwise, the costs of packaging and shipping, any installation or mounting costs, the costs for performing activities outside normal office hours, as well as any travel and lodging costs incurred in the framework of providing services, are deemed not to be included in the price agreed upon; such costs are to be paid by the Client.
- 4.2 Info Support is entitled to charge any factors that increase the cost price that arise more than three months after the Agreement is entered into.
- 4.3 Unless the parties have agreed otherwise, the prices mentioned in the Agreement will be increased in January and July of each year by the price index figures for "CAO lonen per uur, inclusief bijzondere beloningen, personeel zakelijke dienstverlening (70-74)" as published by the Dutch Central Bureau of Statistics (CBS; Centraal Bureau van de Statistiek). Such an increase will not be implemented if Info Support has already implemented a price increase during the previous six month period (January up to and including June or July up to and including December) in conformance with article 4.2 by a percentage equal to or higher than the percentage of increase that would take effect if article 4.3 were to be applied. If a price increase implemented by virtue of article 4.2 is lower than the percentage that would result from applying article 4.3, the percentage of increase from article 4.3 implemented during the previous six month period will be decreased by the percentage of increase implemented by virtue of article 4.2.
- 4.4 If the Client is unable, based on its records, to demonstrate the opposite, the times and amounts stated on the invoices sent by Info Support will be deemed to be accurate.

Article 5 Payment and default

- 5.1 The Client must pay Info Support's invoices in conformance with the payment conditions specified on the invoice. If no payment conditions are specified on the invoice, the Client must pay the invoice within 30 days after the invoice date.
- 5.2 If the Client fails to pay in a timely manner, he will be in default de jure. In that case, without prejudice to Info Support's (other) rights, the Client must pay the legal interest specified in Article 6:119a of the Dutch Civil Code from the first day in which he is in default until the date on which the full invoice is paid, as well as any collection costs including the costs for legal assistance in and/or out of court.
- 5.3 In the event of any conflicts regarding payments, the relevant data contained in Info Support's records will constitute full evidence, notwithstanding the Client's right to provide counterevidence.
- 5.4 The Client is not entitled to set-off or suspension of payment and/or the implementation of obligations that ensue from Agreements or these General Conditions.

Article 6 Confidential information and personal data protection

- 6.1 During the term of the Agreement and following its termination, the Parties are required to maintain confidentiality in relation to each other of any and all confidential information to which they have gained access during the performance of the Agreement. "Confidential information" includes, in any event, any and all technical and non-technical information, including "works", which are subject to copyright, along with business secrets, methods and techniques, sketches, drawings, models, inventions, know-how, processes, machines, devices, equipment, algorithms, software applications, and documents relating to the source code.

"Confidential information" should also be understood to include, without any restriction, any and all data and information relating to research, experimental work, development, design details and specifications, financial data, terms and conditions of acquisition, acquisitions, processing, customer lists, business forecasts, merchandising, marketing plans and information or any other know-how, technical procedures, customer and supplier lists, rates and prices, in details of the Agreement stated in lists and any other matters relating to the business relationships and/or finances of the Parties or clients, customers or other individuals relating to and/or related to the Parties. "Confidential information" never includes information that is also available through public sources to parties other than the Parties.

The Parties will treat the above-mentioned confidential information in strictest confidence and will keep it confidential, will refrain from disclosing it, reproducing it or sharing it with any third parties, and will not use the confidential information in any manner or at any time other than for the purpose of the Agreement or the purpose for which this information has been provided

to them, nor will they disclose it in any manner whatsoever, either directly or indirectly, verbally or in writing or otherwise, to any third parties without the prior written consent of the other Party.

- 6.2 In the event of a violation by either Party of the duty of confidentiality as described in Article 6.1, the other Party will incur an immediately due and payable fine of EUR 200,000 for each violation, notwithstanding the other Party's other rights, including the right to demand fulfilment and/or compensation. Any fines claimed and paid, however, will be deducted from the compensation payable, so as to prevent the fine and the compensation from accumulating.
- 6.3 The Parties will contractually obligate their subordinates and any third parties they involve to maintain the same degree of confidentiality.
- 6.4 If so requested by Info Support, the Client will, should Info Support deem this necessary for the performance of the Agreement, disclose how the Client satisfies its obligations under the Dutch Personal Data Protection Act [*Wet bescherming persoonsgegevens*].
- 6.5 The Client indemnifies Info Support against any claims from individuals whose personal data is processed by the Client, unless the latter demonstrates that the grounds for the claim should be attributed solely to Info Support.
- 6.6 The Client will be solely responsible for (the processing of) personal data using a service provided by Info Support, unless expressly agreed otherwise in writing.
- 6.7 The Client assures Info Support that the usage and processing of the data are not unlawful and do not violate any third-party rights. The Client indemnifies Info Support against any third-party claims, on any grounds whatsoever, relating to this data.

Article 7 Retention of title, business formation and suspension

- 7.1 Notwithstanding the actual delivery, the ownership of items delivered by Info Support is not transferred to the Client until the Client has fully paid Info Support all amounts due or to be due by virtue of the Agreement, including the Contract Value, and any surcharges, interest, taxes and costs due by virtue of these conditions or the Agreement
- 7.2 The Client is obliged to maintain the items delivered subject to retention of title with due care and as recognized property belonging to Info Support, and to insure this property against all common risks such as in any event fire, explosion, damage and theft.
- 7.3 Info Support is authorized to retain any and all goods, products, property rights, data, documents, software and data files it has received from the Client under the Agreement, notwithstanding the obligation to issue or transfer same, until the Client has paid all the amounts owed to Info Support.
- 7.4 Rights, including rights of use and licenses, are granted or transferred only if this has been expressly agreed in writing by the Parties. If and where necessary, rights are granted to the Client or transferred on the condition that the latter has paid in full all compensation payable under the Agreement entered into between the Parties. If the Parties have agreed to a periodic payment obligation for the Client for the granting of a license or right of use, the Client will be entitled to the license/right of use provided it satisfies its periodic payment obligations.
- 7.5 If the Client establishes a new business using (among other resources) the goods supplied by Info Support, the Client will establish such business solely for Info Support, and the Client will maintain the newly established business on behalf of Info Support until the Client has paid all amounts payable under the Agreement. In such an event, Info Support will remain the owner of the newly established business until full payment has been effected.

Article 8 Intellectual or industrial property rights

- 8.1 All intellectual or industrial property rights to all goods, items, software, hardware or other materials such as analyses, drawings, designs, documentation, reports, or proposals developed by virtue of the Agreement or which Info Support provides to the Client by virtue of the Agreement, as well as preparatory material for such items, and to everything that arises as a direct result of the service provision agreed upon, for example software, rest exclusively with Info Support or its licensors.
- 8.2 As long as the Agreement remains in force, the Client will be exclusively granted licenses and authorities for the software made available under the terms of these conditions or explicitly assigned in some other manner. For the rest, the Client may not reproduce the software or other materials or create copies of this software or these materials.
- 8.3 Info Support always has the right to utilise so-called Open Source Software in developing functionality that is requested by the Client. In such a case, that software is offered under the original license and the Client is deemed to abide by these license conditions (so-called Third Party license-conditions), with regard to both the licensor and Info Support.
- 8.4 The Client is aware that the goods, software, hardware and other equipment and materials provided contain confidential information and business secrets belonging to Info Support or its licensors. The Client will, in this context, strictly comply with the obligations arising from Article 6.1 of these General Terms and Conditions.

- 8.5 The Client is not permitted to delete or change any notices regarding copyrights, brands, brand names or other intellectual or industrial property rights from the items, software, hardware or materials, including any notices regarding the confidential nature and confidentiality of the software.
- 8.6 Info Support is authorised to take technical measures to protect its software. The Client is not permitted to remove any technical security features.
- 8.7 Within the limits specified in article 8.9, Info Support will indemnify the Client against any legal action based on the assertion that software, hardware or materials developed by Info Support itself infringe on any intellectual or industrial property right that applies in the Netherlands, under the condition that the Client immediately informs Info Support in writing – upon penalty of forfeiture of any claim against Info Support – of the existence and the substance of the legal claim and the Client leaves the complete handling of the case, including the effectuation of any settlements, to Info Support. The Client will provide Info Support the requisite authorities, information and grant any cooperation required, if necessary in the Client's name, to defend itself against such legal actions.
- 8.8 The obligation to indemnification does not apply if and to the extent that the infringement in question involves any changes the Client has made to the software, hardware or materials or has allowed third parties to make to these materials.
- 8.9 If a court irrevocably rules that software, hardware or materials developed by Info Support itself infringes any third party intellectual or industrial property right or if in Info Support's opinion there is a chance that such an infringement has occurred or may occur, Info Support will, at its own discretion, take back the materials delivered by crediting the Contract value minus a reasonable usage fee, or ensure that the Client can continue to use the software, hardware or materials delivered or their functional equivalents, without disruption.
Moreover, Info Support will pay the Client damages in the form of money, if the Client is obliged to pay damages to the entitled party, with the understanding that any damages paid by Info Support in the form of money shall never exceed the Contract value, unless gross negligence or intentional malpractice of Info Support B.V. .
- 8.10 Any other or further liability or obligation to indemnify on the part of Info Support due to any violation of third party intellectual or industrial property rights is excluded, including infringements caused by the use of hardware, software and/or materials delivered in relationship with hardware, software and/or materials not delivered or provided by Info Support or due to use in some manner other than that for which the hardware, software and/or materials were developed or intended.
- 8.11 The Client guarantees that no third party rights stand in the way of making hardware, software or materials available to Info Support with the objective of using or processing such materials. The Client guarantees that if the designated activities involve supplementing, expanding or changing computer software being used by the Client, the Client is authorised to have the requisite changes made to the (source code for the) software, whether as the owner/copyright holder, or by virtue of authorisation obtained by the Client from the owner/copyright holder. The Client will indemnify Info Support against any action based on the assertion that making such software available or using or editing this software in this way, infringes any third party right.

Article 9 Client's Cooperation

- 9.1 The Client must make the equipment – including software and licenses - , materials, data or information required for the execution of the Agreement available to Info Support in a proper and timely manner.
- 9.2 The Client can request Info Support to buy specific software or licenses. The Client account for these additional costs.
- 9.3 The Client is responsible for the use and the application of the hardware, software and the services provided by Info Support within his organisation as well as for the control and security procedures and for adequate system management. Info Support does not guarantee that the Client can achieve a specific objective with the services Info Support has provided and/or the items it has delivered and/or with software it has made available, unless explicitly stipulated otherwise in the Agreement.
- 9.4 If it has been agreed that the Client will make software, materials or data available on information media, these will conform to the specifications required for performing the activities.
- 9.5 If data required to fulfil the Agreement is not made available to Info Support, not made available in a timely manner or not made available in conformance with the agreements or if the Client fails to fulfil its obligations in some other manner, Info Support has the right (in any event) to suspend fulfilment of the Agreement and has the right to invoice the Client for any costs arising from such failure – for example in connection with insufficient work for its employees – in conformance with its customary rates.
- 9.6 The Client may not use the items Info Support makes available to him for any objective other than that for which they were made available and the Client must return the items made available to him to Info Support at the end of the Agreement in the same condition in which Info Support made them available.
- 9.7 If the activities agreed upon are to be performed partially or entirely at the Client's offices, the Client must make the space and tools required to perform the activities available to Info Support's employees free of charge. Workplaces made available for this purpose must satisfy the Arbo norms. The Client will indemnify Info Support against any third party claims, including claims by Info Support employees, in connection with any damage suffered while fulfilling the Agreement that is the consequence of actions or neglect on the part of the Client or that results from unsafe situations in the Client's organisation.

- 9.8 The Client is liable for all damage, including any damage to business operations or consequential loss that Info Support or its recognised representatives or companies or any other third party will suffer or has suffered as the result of shortcomings attributable to the Client. The Client is specifically liable for all damage that results from inaccuracies in the data and/or drawings the Client provides to Info Support, or damage that arises from shortcomings in the activities performed by the Client himself or by third parties in the framework of fulfilling the Agreement.

Article 10 Personnel

- 10.1 The Client recognises that Info Support, being a “knowledge enterprise”, makes considerable investments in training its employees and that, because of this, Info Support has a considerable interest in ensuring that its employees do not enter into an employment contract for the Client or legal entities affiliated with the Client without Info Support’s permission. After all, Info Support can only continue to invest in its employee’s knowledge if Info Support has confidence that the employees will remain with Info Support for a substantial period of time. In this framework, an employee is defined as any person working for Info Support or a legal entity affiliated with Info Support on any type of contractual basis. Info Support recognises that the Client has a similar interest. Against this background, the parties agree that Info Support and the Client are mutually not permitted to engage the other party’s employees– other than in the framework of an agreement existing between them - (including any employees of Info Support or legal entities directly or indirectly affiliated with Info Support and any of the Client’s employees or employees of any legal entity directly or indirectly affiliated with the Client’s company, based on a direct contract or in any other way, for Info Support or the Client or any legal entity directly or indirect affiliated with one of these companies) for a period of three years after the moment at which the (latest) agreement between the parties expires. The only exception to this stipulation is if the other party grants its permission in writing, such permission possibly being subject to certain conditions. The restriction extends not only to Info Support and the Client but also to all companies and legal entities that are directly or indirectly affiliated with them.

The restriction only covers employees with which the other party (or a legal entity directly or indirectly affiliated with that party) has had direct contact in the framework of fulfilling an Agreement.

If this contact has not existed for three years or longer, the restriction with regard to the employee in question no longer applies, even if there are other Agreements between the parties. If the ban is violated and if it is ascertained that an employee covered by this ban performs activities for the other contract party during the moratorium period (or for a legal entity directly or indirectly affiliated with them, whether or not based on a direct agreement with this employee, this other contract party forfeits a penalty to the counterparty for whom the employee previously performed activities – either directly or indirectly – thus to Info Support or the Client, in the amount of € 250,000 (two hundred fifty thousand Euros), without any proof of default being required, without prejudice to the right of the party who claims the penalty to claim additional damages or to demand compliance with the terms of this article. This penalty will be subtracted from any damages claimed..

- 10.2 Info Support has the right to replace its employees who are charged with the execution of activities for the Client.
- 10.3 If the activities are performed at the Client’s site, Info Support is not obliged to replace an employee who is unable to perform his activities due to illness, unless the illness continues for more than a month. Any delay in the execution of the activities that arises by virtue of implementing the terms of this article is at Client’s risk and expense.
- 10.4 If the activities are performed at the Client’s site, Info Support has the right to exempt one or more of its employees from performing such activities for 15 days in order to take part in training sessions or to deal with other temporary situations. Any delay in the execution of the activities that arises by virtue of implementing the terms of this article will be at the Client’s risk and expense.

Article 11 Delivery periods

- 11.1 All (Delivery) periods mentioned by Info Support are indicative; they are not fatal. They are based on the facts and applicable circumstances of which Info Support was aware at the time the Agreement was concluded. Info Support will take the (Delivery) periods specified into account to the extent possible.
- 11.2 Failure to deliver within a mentioned (Delivery) period does not place Info Support in default. Info Support is not bound by (Delivery) periods that can no longer be met due to circumstances outside its control, which arose after the Agreement was concluded. If it is likely that a period will not be, the parties will consult with one another as quickly as possible.
- 11.3 Info Support has the right to carry out partial deliveries to satisfy the Agreement.

Article 12 Liability

- 12.1 Info Support is not obliged to reimburse damages or any other performance if the shortcoming of Info Support is not immediately reported to Info Support in writing by the Client after the Client has discovered or reasonably could have discovered the shortcoming. Furthermore, Info Support is not liable for damages of any other performance if Info Support is not declared to be thoroughly in default.
- 12.2 Any liability on the part of Info Support for any indirect loss or damage, consequential loss (e.g. in connection with loss suffered by third parties), loss of profit, financial loss caused by loss of or damage to data (including files), loss in the form of lost savings,

loss caused by business interruption, and loss caused by a malfunction in the business process or of an administrative organization, or loss caused by a missed deadline; damage to software or any loss arising as a result thereof, and/or physical injury, is excluded. Likewise excluded is any liability relating to or arising from defective hardware and non-compliance of such hardware with the specifications provided and/or guaranteed by the manufacturer.

- 12.3 Any liability on the part of Info Support for any loss caused by death or physical injury or as a result of material damage to goods shall never exceed the amount Info Support's insurance company would potentially pay in this case.
- 12.4 Except in case of gross negligence or intentional malpractice of Info Support, in the case of an attributable shortcoming, at its own discretion Info Support shall only be obliged to:
- eliminate the shortcomings or;
 - deliver replacement software, items or parts, but only after receiving the software, items or parts that exhibit shortcomings, or;
 - pay financial remuneration to be determined in consultation with the Client, or;
 - repay the Contract value received, or credit the Client for the invoice sent, while dissolving the agreement in part or in full with the proviso that refunding or crediting the Client only need to occur if and to the extent that the Client demonstrates that the items or the performance already delivered cannot be utilised effectively. The Client does not have any further rights, and consequently does not have the right to dissolve the agreement.
- 12.5 If Info Support, notwithstanding the provisions elsewhere in these General Conditions, is obliged to pay damages or penalties or any other financial compensation in connection with any failure to comply with Info Support's obligations or otherwise, Info Support's liability is, at all times, limited to the maximum of the Contract value or to the sum that is actually covered by Info Support's insurance in the case at hand, and shall be the lower of these two sums.
- 12.6 The Client indemnifies Info Support against all claims by third parties on the grounds of product liability as a result of a defect in a product or system supplied to a third party by the Client, which among other things consisted of equipment, software or other materials supplied by Info Support, except when and insofar the Client proves that the damage was caused by said equipment, software or other materials.
- 12.7 With reference to the performance already properly delivered within the framework of a (standing) agreement concluded between the parties, dissolution has no effect unless the Client can prove that what has already been delivered cannot be effectively utilised due to the failure to deliver the remaining performance.
- 12.8 Section 404 of Book 7 of the Dutch Civil Code is excluded by the Parties. The Agreement is therefore negotiated solely between Info Support and the Client, also if the contract was awarded with a specific individual in mind. The liability of this individual to the Client under Section 404 of Book 7 of the Civil Code is therefore excluded.
- 12.9 Info Support may invoke the provisions from an Agreement and the General Conditions, such as limitation of its liability with respect to actions of third parties and the consequences thereof that are attributed to Info Support. The provisions of this Section also apply in the favour of all persons or legal entities Info Support serves in performance of the Agreement.

Article 13 Force majeure

- 13.1 Neither Party is required to fulfil any obligation whatsoever, including any guarantee obligation agreed between the Parties, if it is prevented from doing so as a result of force majeure. Force majeure includes, among other things: (I) Non-performance by suppliers of Info Support, (II) Failure on the part of suppliers to comply with obligations prescribed by the Client to Info Support, (III) defectiveness of goods, hardware, software or equipment or materials belonging to third parties the use of which Info Support has prescribed to the Client, (IV) government measures, (V) power outages, (VI) Technical malfunction involving the Internet, computer network or telecommunications activities, including hacking, malware, worms, computer viruses, Trojans, logic bombs, denial-of-service tools (including DDoS attacks) and/or any other types of viruses, (VII) war, (VIII) industrial action, (IX) strike, (X) general transport problems and (XI) the unavailability of one or more members of staff. If the force majeure event lasts longer than three months, either Party will be authorized to terminate the Agreement in writing. In that case, any services already provided under the Agreement will be settled on a proportional basis, in compliance with the provisions of Article 5 of these General Terms and Conditions, without the Parties being otherwise obligated to one another in any manner.
- 13.2 In the event of a technical malfunction involving the Internet, computer network or telecommunications facilities, including hacking, malware, worms, computer viruses, Trojans, logic bombs, denial-of-service tools (including DDoS services) and/or any other types of viruses, and such malfunction increases the load on network traffic, Info Support will charge on to the Client any additional expenses arising as a result. The Client will take out the adequate relevant insurance and, if so requested by Info Support, will submit copies of any relevant insurance policy or policies.

Article 14 Termination

- 14.1 The Client is in default by operation of law de iure and Info Support is authorised to fully or partially dissolve the Agreement without further notice of default or judicial intervention, without prejudice to its right to damages, if the Client is declared bankrupt, if the Client is granted a moratorium on payment, if the Client is permitted to a legally debt restructuring or if the Client is placed under guardianship or Client's assets are fully or partially put under administration and/or seized, or if a request for any of these is submitted, if the Client fully or partially transfers the authority over all or part of his enterprise, if the Client liquidates his enterprise or closes it down, or if the Client's business operations are terminated in any other manner or if the Client's goods or parts of these goods, are placed under prejudgment attachment or seizure under foreclosure. Info Support will never be held liable for payment of any damages due to such termination.
- 14.2 The Client will only be authorized to terminate the Agreement due to attributable failure in the performance of the Agreement if Info Support, always following a written notice of default containing the most detailed possible information and specifying a reasonable period for Info Support to remedy the failure, fails imputably in fulfilling material obligations under the Agreement. Info Support will be authorized to terminate the Agreement at any time, without any further notice of default or judicial intervention being required, if the Client fails to satisfy its obligations under the Agreement.
- 14.3 Info Support is always authorised to terminate the Agreement prematurely, without having to observe any notice period, if the Client allows another IT expert who is not in the Client's service to inspect or access the software Info Support makes available to the Client. Info Support can never be liable to the Client for payment of any damages due to such cancellation.
- 14.3 Amounts that Info Support has invoiced before the moment the contracts ends in connection with activities already performed or goods already delivered as part of the Agreement, continue to be due without prejudice and are immediately due and payable at the moment of termination.

Article 15 Repayment upon termination of the Agreement

- 15.1 At the moment the Agreement between the Client and Info Support ends for any reason whatsoever, the Client must immediately return to Info Support all items Info Support has made available to the Client, including software, hardware or other materials such as analyses, drawings, designs, documentation, reports, proposals, as well as preparatory materials; the Client is not authorised to make copies of any of these materials. The terms specified in the previous sentence also pertain to software that Info Support makes available to more than one Client or uses in the framework of its operational management for the development and/or the maintenance of software, such as software that is part of Info Support's so-called "software development path". The stipulations specified in this article – the contractual surrender obligation – also applies for equipment and materials, including software and licenses, bought by Info Support on request of the Client en (partial) paid for by the Client. The previous stipulations do not apply, only in the case that the Agreement explicitly and unambiguously stipulates otherwise.

In the event of a violation by the Client of any obligations under Article 15.1, the Client will incur an immediately due and payable fine of EUR 2,000 for each day the violation continues, without a notice of default being required, notwithstanding the right of Info Support to claim fulfilment or compensation. Any fine claimed and paid will be deducted from the compensation, so as to prevent accumulation.

Article 16 Service

- 16.1 If Info Support provides services based on data to be supplied by the Client, this data will be prepared in accordance with the conditions set by Info Support and will be supplied at the risk and expense of the Client. The latter guarantees that all equipment and materials, data, software, procedures and instructions it has made available to Info Support are accurate and complete at all times and that all data carriers provided to Info Support comply with Info Support's specifications.
- 16.2 The Client will inform Info Support in advance in writing of any circumstances that are, or could potentially be, important to Info Support, e.g. reporting methods, any issues to which the Client would like to call attention, the Client's prioritisation, the availability of the Client's resources and employees, and any facts or circumstances that are exceptional or of which Info Support may not be aware. The Client will ensure the further distribution and inspection of the information provided by Info Support within the Client's organisation, and will assess this information partly on this basis and inform Info Support accordingly.
- 16.3 Info Support shall make every effort to conduct the service provision with due care, as the situation arises in conformance with the agreements and procedures specified in writing with the Client. All services provided by Info Support are conducted on an obligation to perform to the best of one's ability, unless and to the extent that Info Support has explicitly pledged a result in the Agreement and – in Info Support's opinion - the result in question is specified in sufficient detail. The primary principle is that Info Support is not responsible for realizing a project or for a project's progress. Info Support is never responsible if the Client's or a third party's employees also work on the project.
- 16.4 If it is agreed that the service will be provided in phases, Info Support is authorised to postpone providing services that are part of a subsequent phase until the Client has issued written approval regarding the results of the previous phase.
- 16.5 Info Support is only obliged to follow the Client's instructions - provided it has received these at least 3 (three) working days prior to the implementation of these instructions and Info Support believes they have been described in sufficient detail - in a sound, timely manner if this is explicitly agreed upon in writing. Info Support is not obliged to follow instructions that change or

supplement the contents or scope of the service provision agreed upon; however, if such instructions are followed, the relevant activities will be compensated in conformance with article 17.

- 16.6 Where relevant, the burden of proof that the services provided by Info Support and the results of these services do not comply with the written agreements made remains fully with the Client, without prejudice to Info Support's right to provide proof to the contrary using any means necessary.
- 16.7 If the service provision Agreement is entered into with a view toward execution by a specific person, Info Support is always authorised to replace this person by one or more other persons whom Info Support believes to have the same or equivalent qualifications.
- 16.8 Info Support's services and work will be performed during Info Support's regular working days and working hours. The schedule and work will not deviate from this, unless expressly otherwise agreed between the Parties. Work performed outside regular working days and working hours will be classified as overtime within the meaning of this article.
- 16.9 Invoicing of overtime, worked at the behest of and after approval by the Client, will be subject to a surcharge for overtime hours. For activities performed on Monday through Friday after office hours, but before midnight this overtime surcharge will be 25%. For overtime hours worked Tuesday through Friday between midnight and 7:00 a.m. and on Saturday the surcharge will be 50% and for activities on Sunday and public holidays (until 7:00 a.m. the following morning) the overtime surcharge will be 100% of the hourly rate.
- 16.10 Normal travel time for Info Support employees and the cost of travel between home and their work site are deemed to be included in the price agreed upon, to the extent that these employees are working in the Netherlands.
- 16.11 The duration of service provision agreements is unspecified, unless a specific period of time is explicitly stipulated. Unless otherwise agreed upon, a cancellation period of two calendar months applies. The cancellation must be made in writing. Cancellation can only start on the first day of a calendar month.

Article 17 **Changes and additional work**

- 17.1 If Info Support has performed activities or other services that fall outside the contents or scope of the agreed upon service provision at the Client's request or the Client's prior approval, the Client will compensate Info Support for these activities or services in conformance with customary rates applied by Info Support. However, Info Support is not obliged to honour such a request and can request that a separate written Agreement be concluded for such activities or services.
- 17.2 The Client accepts that the activities or services intended in article 17.1 can affect the anticipated or agreed upon completion time for the services and the mutual responsibilities involved, in terms of both duration and scope. If a system analysis or design is extended or modified, this is also deemed to be additional work.

Article 18 **Transfer of rights and obligations to third parties**

- 18.1 Info Support will be entitled at any time to transfer its claims against the Client under this Agreement.
- 18.2 The Client shall never be authorized to sell, rent or otherwise transfer to a third party, in whole or in part, the rights and/or obligations under this Agreement without permission from Info Support. Info Support will not withhold this permission on unreasonable grounds. This clause represents a clause as specified in Section 83, paragraph 2 of Book 3 of the Dutch Civil Code and has effect under property law.

Article 19 **Applicable law and dispute resolution**

- 19.1 Dutch law applies to the Agreement between the parties. The applicability of the Vienna Sales Convention 1980 is hereby expressly excluded.
- 19.2 All disputes that arise by virtue of these General Conditions and the Agreements will be settled, at the discretion of Info Support, by arbitration or the competent court in the district in which Info Support has one of its offices or the domicile of the Client.

2. SOFTWARE DEVELOPMENT

Article 1 Applicability

- 1.1 The provisions contained in this section, along with the General Provisions of these General Terms and Conditions, apply if Info Support develops software at the Client's behest and installs it if required. The rights and obligations specified in this section relate solely to computer software applications produced in a format readable by data-processing machines and which have been recorded on a material readable by such machines, along with the related Documentation. Any references contained in Section 2 to computer software are understood to also include websites. This section does not cover the software to be provided by Info Support, which Info Support is providing to more than one Client, or which it uses as part of its business operations in the development and/or maintenance of software, including software forming part of what is known as the "software development infrastructure" operated by Info Support.

Article 2 Software development

- 2.1 Parties must specify in writing what software is being developed and the method used for such development. Info Support will exercise due care in this software development on the basis of the data provided by the Client; the Client guarantees that this data is accurate, comprehensive and consistent.
- 2.2 Info Support is authorised, but not obliged to investigate the accuracy and comprehensiveness of the data or the data specifications provided to Info Support and to suspend activities if it discovers any imperfections until the Client has eliminated such imperfections.
- 2.3 Info Support will perform the development activities based on a best-efforts obligation, but can never guarantee a specific result, unless the Parties have expressly agreed such a specific result in writing.

Article 3 Delivery, instalation and acceptance

- 3.1 Info Support will deliver the software to be developed to the Client in conformance with the specifications stipulated in writing on the type of media and in the format agreed upon and will install the software if installation by Info Support has been agreed upon in writing.
- 3.2 If an acceptance test has been agreed upon in writing, the test period shall be fourteen days after delivery or, if it has been agreed that Info Support will install the software, after this installation is complete. During that test period the Client can conduct tests; the Client will record the outcomes of these tests in test reports. Info Support employees will be given the opportunity to observe the tests. During the test period, the Client is not permitted to use the software for production or operational purposes. Info Support can insist that the Client conduct a test of adequate scope and depth with sufficiently qualified personnel on (interim) products resulting from the development activities and that the test results be provided to Info Support in writing, in a well-organised and comprehensible form, even if this has not been explicitly agreed upon.
- 3.3 The software will be deemed to be accepted by the parties:
- if an acceptance test has not been agreed upon between the parties: upon delivery or, if installation by Info Support has been agreed upon in writing, upon completion of this installation, or;
 - if an acceptance test has been agreed upon between the parties in writing: on the first day after the test period, or;
 - if Info Support receives a test report before the end of the test period: the moment the errors identified in the test report have been corrected.

In contrast to the previous stipulations, if the Client uses the software for production or operational objectives before the moment of acceptance, the software is deemed to have been completely accepted as of the moment they are used for such purposes.

- 3.4 If the agreed upon acceptance test indicates that the software contains Errors that make it impossible to continue the acceptance test, the Client will inform Info Support of this in detail in writing, in which case the test period will be interrupted until the software has been modified in such a way as to cease the interruption.
- 3.5 If the agreed upon acceptance test indicates that the software contains Errors, the Client will inform Info Support of this no later than on the last day of the test period by submitting a detailed, written test report explaining the Errors. Although Info Support cannot guarantee that it will be able to correct the Errors, Info Support will make every effort to correct the Errors reported within a reasonable time period, provided the Client pays Info Support the applicable rate for the employee who performs these activities; in such cases, Info Support is authorised to implement temporary solutions or temporary software fixes or to impose restrictions on the software that reduce the occurrence of problems.

The costs of recovery will be paid by Info Support if a fixed price was agreed upon, with the understanding that in that case Info Support cannot be required to perform any more activities if the costs involved for those activities exceed ten per cent of the Contract value. The term Costs as used in the previous sentence is defined as the number of hours to be worked multiplied by the customary hourly rate for the Info Support employee who performs the work.

- 3.6 The Client cannot withhold acceptance of the software on grounds other than the specifications explicitly agreed upon between the parties and cannot be withheld because of the existence of small Errors, meaning Errors that do not reasonably obstruct the use of the software for production or operational purposes.
- 3.7 If the software is delivered and tested in phases and/or components, non-acceptance of a specific phase and/or component shall not prejudice possible acceptance of a previous phase and/or another component.
- 3.8 Acceptance of the software in one of the ways mentioned above means that Info Support is fully discharged as having complied with its obligations regarding developing the software and making it available and, if installation by Info Support is part of the agreement, of its obligations regarding the installation of the software..

Article 4 License

4.1. LICENSE

- 4.1.1 Info Support grants the Client the non-exclusive right to use the software. The Client agrees to strictly comply with the usage restrictions agreed upon between the parties. Without prejudice to the terms stipulated in these general conditions, the Client's license exclusively involves the right to load and run the software.
- 4.1.2 The Client may exclusively use the software in his own company or organisation on the processing unit and for the specific number or type of users or connections for which the user has been granted a license.
- 4.1.3 The license is non-transferable. The Client is not permitted to sell, rent, sub-license, or transfer the software and/or media on which the software is recorded or to grant limited rights to use the software or to make it available to a third party in any manner or for any purpose whatsoever, even if the third party in question would be using the software exclusively for the Client.
- 4.1.4 The Client will not change the software other than in the framework of correcting Errors, and will not use it in the framework of processing data for third parties ('time-sharing'). The source code of the software will not be made available to the Client, unless specifically stipulated otherwise in the case of a so-called open source code or shared source code.
- 4.1.5 The Client may make back-up copies of the software for his own use, provided brand names and copyright notices are not modified.
- 4.1.6 The Client itself is responsible for the management and the security of all user names and passwords, at any rate access data, provided within the framework of an Agreement.
- 4.1.7 Within the framework of the purchase of the Services, the Client will act as a professional user and in this context will in any case:
- a. make no improper, unauthorised, illegal or objectionable use, misuse or use that is not in accordance with the intended use;
 - b. place no data, scripts or Software on the servers of Info Support that may be in conflict with, or infringe upon, or be contrary to the law, public decency, public order, the Agreement and these General Conditions, the generally accepted standards applicable to the use of internet ('netiquette'), the rights of Info Support or third parties, which is also understood to include the intellectual property rights, all matters that are in conflict with the law or public decency, including but not confined to the placing of (child) pornography sites, illegal games of chance, peer-to-peer networks intended or suitable for the exchange of copyrighted or infringing material, or bulletin boards or chat sites intended for this purpose, sexual intimidation, discrimination, threatening, or harassing persons in any other manner, the accessing of other computers on internet without permission (hacking), such that the Client breaches any security and/or gains access by means of a technical intervention with the aid of false signals and/or false keys or by assuming a false capacity, etc.;
 - c. distribute no viruses, spy bots, spam or other material that causes inconvenience to other internet users;
 - d. make no use of equipment other than that recommended by Info Support and otherwise comply with the instructions of Info Support with respect to basic conditions for the use;
 - e. not permit third parties to make use of Info Support user rights without its express prior written approval;
 - f. not use the systems of Info Support, or equip them more specifically or parameterise them so that the system load is substantially increased or the stability of the functionality is reduced;
 - g. cause no disruption to the functioning of the ICT infrastructure of Info Support, infrastructure of third parties and/or connections between infrastructures due to (the content or intensity of) the data traffic or due to the actions and/or negligence of the Client nor perform any actions such as the launching of processes/programs on the systems of Info Support, which can be assumed to cause damage to its systems or could hinder other Internet users, all in the sole opinion of Info Support;
 - h. the Client itself is responsible for (the extra costs of) exceeding the agreed amount of data traffic (sending text or images across the Internet via the server of Info Support from and to the website of the Client). Such takes place in accordance with the agreed conditions and rates as set down in the list of rates with the Agreement or as published on the internet site of Info Support;
 - i. respects the 'fair use' policy of Info Support with respect to the use of its services to protect the interests of its users, meaning that the use takes place within reasonable proportions and claims a reasonable bandwidth of capacity.
- 4.1.8 Info Support explicitly reserves the right, immediately and without prior warning, to terminate access to and use of the systems of Info Support if the Client acts in conflict with the provisions in the previous clauses and does not properly or completely

comply with its obligations in this respect. In that case the Client remains liable for the costs ensuing from the Agreement for the remaining term.

- 4.1.9 Info Support is not liable for damage to third parties, for whatever reason, caused by the conduct and/or actions of the Client as described in this article. The Client indemnifies Info Support against claims from third parties on that account.
- 4.1.10 The Client will not be authorized to transfer the rights and obligations under the Agreement to a third party without the written consent of Info Support. This consent will not be withheld without reasonable grounds; however, Info Support will be entitled to attach terms and conditions to such consent. This clause represents a clause as specified in Section 83 of Book 3 of the Dutch Civil Code and has effect under property law.
- 4.2 RESTRICTIONS OF USE
 - 4.2.1 If the Parties have agreed any restrictions of use, the Client will comply with such restrictions at all times. In this context, the Client is aware that, in violating the restrictions of use, it is both committing breach of contract and infringing on the intellectual property rights of Info Support.
 - 4.2.2 Unless otherwise agreed between the Parties in writing, the Client shall only be entitled to use the software in, and for the benefit of, its own business or organization. Unless otherwise agreed in writing, the Client will not use the software for data processing (including personal data processing) on behalf of any third parties. Furthermore, the Client is also not authorized to make the software developed on its behalf available to any third parties in any manner whatsoever without the prior consent of Info Support.
- 4.3 TERM
 - 4.3.1 The license of the Client expires the moment the Agreement between parties ends, unless the Agreement specifically stipulates otherwise.
- 4.4 CONFIDENTIALITY
 - 4.4.1 The Client recognizes that the software can potentially be of a confidential nature and may contain business secrets relating to Info Support and its suppliers. The Client will therefore handle this data with care and will never make it available to any third parties without Info Support's prior consent.
- 4.5 SOFTWARE PROVIDED BY SUPPLIERS
 - 4.5.1 If and to the extent that Info Support is making third-party software available to the Client, the terms and conditions (including licensing terms and conditions) of such third parties shall apply. Info Support will send the Client copies of any third-party terms and conditions upon request.

Article 5 Guarantee

- 5.1 Info Support does not guarantee that any software developed on behalf of the Client is suitable for the purpose intended by the Client once it proceeds to use the software, nor can it guarantee that the software will operate without any defects.
- 5.2 Info Support shall never be obligated to repair any damaged or lost data.
- 5.3 Info Support will not be required to provide any further services to the Client other than specified in a management agreement, provided such an Agreement has been entered into. Info Support does not guarantee that the software will operate without any interruptions or disruptions, or that all disruptions will be remedied. Any obligation on the part of Info Support to provide support will be cancelled if the Client makes any changes to the software, or instructs a third party to do so, without the written consent of Info Support.

3. MANAGEMENT OF INFORMATION SYSTEMS

This section contains the terms and conditions for the delivery by Info Support of a management service. The Client is responsible for managing the Information System in its own organization. However, it may outsource parts of this management to Info Support, based on the express reservation that the Client supervises Info Support in this process and maintains control over the process. In this context, Info Support has no control over the information system, and the Client acts as the owner of the Information System in relation to Info Support, which the latter manages on its behalf. Info Support will only be concerned with the technical layer or layers of the Information System.

Article 1 Applicability

- 1.1 The provisions contained in this section, along with the General Provisions of these General Terms and Conditions, apply if Info Support provides a management service at the Client's request. In addition, the provisions included in this section also apply if the Parties have likewise agreed that Info Support will be providing hosting services within the management domain.
- 1.2 For the application of this module, "management service" is defined as: the provision by Info Support, remote or otherwise, of the agreed Application Management domain and/or Technical Application Management and/or Infrastructure Management of the specific Information System of the Client offered to Info Support for management.

Article 2 Management Service

- 2.1 AGREEMENTS
 - 2.1.1 The Parties will expressly record the terms agreed regarding the specific management service, the precise management level, and additional operational agreements in a Management Agreement (MA), Service Level Agreement (SLA) and an Agreements and Procedures File (APF).
- 2.2 SERVICE LEVEL AGREEMENT
 - 2.2.1 The Parties will set out the terms agreed regarding the level of management and hosting by Info Support expressly in writing in a Service Level Agreement. The Client will always notify Info Support on a timely basis regarding any and all circumstances which could potentially affect the management service. If any terms are agreed regarding a service level, availability is measured, excluding the time involved in the previously announced non-availability of the software due to maintenance and the time involved in any circumstances beyond the control of Info Support and in compliance with the management service as a whole during the term of the Agreement.
- 2.3 TERM AND TERMINATION
 - 2.3.1 The Management Agreement will be entered into for the term agreed by the Parties. If the Parties have not agreed to any such term, the Management Agreement will be entered into for a term of one year. The term of the Management Agreement will always be tacitly agreed for the term of the Management Agreement as originally agreed, unless either Party terminates the Management Agreement on a timely basis. Notice of termination must be provided in writing at least three months prior to the expiration date of the Management Agreement. Unless otherwise agreed in writing, the term of any SLA and/or APF will be equal to the term of the Management Agreement.
- 2.4 BEST-EFFORTS OBLIGATION
 - 2.4.1 Info Support will make every effort to provide the management service with care, in accordance with the agreements and procedures agreed with the Client in writing. All services will therefore be provided by Info Support directly based on a best-efforts obligation, unless Info Support has expressly committed to an adequately defined result in a written Agreement.
- 2.5 Info Support is authorized to temporarily deactivate the Information System in whole or in part for the purpose of the agreed management service.
- 2.6 Info Support will provide no more services than expressly agreed in writing with the Client. Unless this has been expressly agreed in writing, the Agreement will, in any event, not entail the provision or making available of back-up, contingency and recovery services (note: list of services is not exhaustive).

Article 3 Provision of Management Service

- 3.1 TECHNICAL MALFUNCTION
 - 3.1.1 Info Support will perform corrective maintenance. This is defined as restoring any technical problems in the Information System as soon as possible and within the service levels set, on a reactive and ad hoc basis, whereby "technical problems" is defined as any deviations from the standard operation specified.
- 3.2 CHANGES
 - 3.2.1 If so agreed, Info support will provide innovative management. This is defined as: implementing scheduled changes of an adaptive, supplementary and/or corrective nature, resulting in a modification of the specified standard operation of the information system on a controlled basis.

3.3 PREVENTIVE WORK

3.3.1 If so agreed, Info Support will perform preventive management. This is defined as: proactive activities such as routine and periodic checks, proactive problem analysis based on any incidents and error logs reported, along with conducting trend analyses. Info Support translates these activities into relevant information provision and advice to the Client. Any work resulting therefrom will be performed as part of innovative management. The Parties will agree on any specific and additional proactive activities prior to the provision of the management service.

3.4 SERVICE REQUESTS

3.4.1 Any additional requests for service provision – including requests for advice, technical questions and requests for access, information and support – can be submitted to Info Support and will be handled on an ad hoc basis in agreement with the Client.

Article 4 Personal Data Processing

4.1 The Client will be responsible at all times for the personal data processed as part of, or with the aid of, the management service. The Client guarantees that all requirements for lawful personal data processing have been satisfied, in accordance with the provisions of the Personal Data Protection Act [*Wet bescherming persoonsgegevens*]. The Client assures Info Support that the personal data is not unlawful and does not infringe on any third-party rights. The Client indemnifies Info Support against any legal action brought by third parties, on any grounds whatsoever, relating to this personal data processing. Under the Agreement, Info Support must be regarded as a processor within the meaning of the Personal Data Protection Act. The Client will cooperate fully to ensure that the requirements to which Info Support is subject are satisfied. Any resulting costs will be fully borne by the Client.

Article 5 Client's Obligations

- 5.1 The Client is responsible for performing the Functional Management of the Information System.
- 5.2 The Client guarantees the environmental conditions as agreed in writing with Info Support, will grant (if applicable) Info Support access for the purpose of providing the management services, and will notify Info Support at all times of any and all circumstances that could potentially affect the provision of the management service provided by Info Support.
- 5.3 The Client is required to inform Info Support at an early stage of any changes to the Information System not implemented by Info Support and which have an impact on, or could potentially have an impact on, the provision of the service.
- 5.4 The Client is required to provide Info Support with clearly defined designs and specifications (prepared by experts in the field) in the event that any changes are made to the Standard Operation.
- 5.5 The Client is required to provide one or more regular contacts who correspond with Info Support on its behalf.
- 5.6 If Info Support has provided any solutions to incidents or made other types of changes to the Information System, the Client is required to subject these to an Acceptance Test. The Client undertakes to agree with Info Support in advance a set of sound and sufficiently specific acceptance criteria.
- 5.7 Info Support will receive from the Client, no later than 30 business days following receipt of the service report, a written notification if the Client does not approve the service report and/or the work performed by Info Support.
- 5.8 The Client shall cooperate with Info Support as required, in order to ensure that Info Support can adequately satisfy its obligations. In the absence of the required cooperation, Info Support will be authorized to suspend or restrict the management service.

Article 6 Hosting

- 6.1 Hosting is defined as follows:
 - a. The provision of the hardware components classified under Infrastructure Management, including the operating system or operating systems.
 - b. The establishment and maintenance of connections which can be created with the Internet via the Information System;
 - c. Providing sufficient manpower and machine capacity to ensure that the Information System works as effectively as possible;
 - d. Ensuring maximum availability of the Information System.
- 6.2 The Client will not exceed the disk space provided by Info Support for the purpose of the Information System, unless otherwise agreed by the Parties in writing. If the Parties have agreed a maximum amount of disk space, data traffic and/or other system and infrastructure load, such usage and/or other load will remain restricted to the maximum levels agreed. If these agreed maximum levels are exceeded, Info Support will be authorized to suspend its services in order to prevent its systems from overloading. Unless expressly agreed otherwise in writing, it will not be possible to transfer data traffic that has

not been used by the Client during a specific period to a subsequent period. The Client will be required to provide additional compensation if the agreed maximum limits are exceeded, based on the rates applicable at Info Support at that time.

- 6.3 Info Support will be authorized to temporarily suspend all or part of the hosting services for maintenance purposes. The Client is required to adequately secure its systems and infrastructure and to keep them free of viruses at all times.

Article 7 Guarantee

- 7.1 Info Support can never ensure that the hosting service will operate without any flaws or interruptions.
- 7.2 Info Support is not responsible for verifying the accuracy and completeness of the hosting service.
- 7.3 Based on the information provided by Info Support regarding measures to prevent and reduce the effects of incidents, defects in the management service, damage or loss to data, or any other incidents, the Client will assess the risks for its organization and take additional measures if necessary. Info Support will never be responsible for the recovery of any damaged or lost data.
- 7.4 The Client assures Info Support that the data processed using the hosting service is not unlawful and does not infringe on any third-party rights. The Client indemnifies Info Support against any third-party legal action, brought on any grounds whatsoever, in relation to this data.

Article 8 Exit Provisions

- 8.1 In order to ensure the continuity of the Client's Information System, the Parties, in the event that the hosting services have been terminated, will consult with one another immediately regarding the transfer of data (and the method used for such transfer), the services and/or other control measures, as required for the uninterrupted continuation of the Client's usage of its data, software and/or hosting services.

Info Support is willing to continue providing the hosting services during a period to be specified (subject to a maximum of three [3] months) following the expiration of the notice period for the Agreement at the rates charged by Info Support at that time, should this prove necessary, unless this cannot reasonably be expected from Info Support.

- 8.2 Any and all work performed by Info Support under the provisions of this article will be based on actual cost and will be charged at the rates applicable at that time.

4. CLOUD SERVICES

This section sets out the terms and conditions of the delivery of a Cloud service, with the Information System (or a portion thereof), of which the Client is not the owner, being made available online to the Client by Info Support and to be managed by the latter. Consequently, Info Support is responsible for the content of the Cloud Service and for managing this service.

Article 1 Applicability

- 1.1 Along with the General Provisions of these General Terms and Conditions, the provisions contained in this article apply if Info Support provides the Cloud Service at the Client's request.
- 1.2 If the Client markets the Cloud Service as a Reseller and provides it to Third Parties, no (contractual) relationship can, under any circumstances, be deemed to have been established between Info Support and a Third Party. These Info Support General Terms and Conditions and, in particular, this Section (Section 4 – Cloud Services) apply exclusively to the Services provided to the Client by Info Support.

Article 2 Services

- 2.1 AGREEMENTS
 - 2.1.1 The Client and Info Support will expressly record their agreements regarding the specific service level and any additional operational agreements in an End User Agreement or Reseller Agreement, respectively.
- 2.2 TERM AND TERMINATION
 - 2.2.1 The End User Agreement or Reseller Agreement is being entered into for the term agreed by the Parties. If the Parties have not agreed to a term, the End User Agreement or Reseller Agreement will be entered into for a term of one year. The term of the Management Agreement will be tacitly renewed each time for the term of the End User Agreement or Reseller Agreement, unless either Party terminates the End User Agreement or Reseller Agreement on a timely basis. Notice of termination must be provided at least three months prior to the expiration date of the Management Agreement or Reseller Agreement.

Article 3 Provision of Services

- 3.1 Info Support will provide the Cloud Service agreed with the Client, which is defined as: providing the Cloud Service and performing corrective, innovative and preventive maintenance for this Service.

This is understood to include the following:

 - a. Establishing, and maintaining as effectively as possible, connections which can be established with the Internet via the Cloud Service;
 - b. Providing sufficient manpower and machine capacity to ensure that the Cloud Service operates as effectively as possible;
 - c. Preventing incidents and ensuring maximum availability of the Cloud Service;
 - d. Providing adequate security in order to protect the availability, integrity and confidentiality of data, including:
 - i. measures to prevent unauthorized access and unauthorized editing of data;
 - ii. providing back-up systems and data at times to be specified;
 - iii. providing, and making available, contingency services if the use and/or availability of the Cloud Service is temporarily or permanently impossible.
 - e. Providing user support
- 3.2 Info Support is authorized to make all or part of the Cloud Service unavailable for maintenance purposes.
- 3.3 Info Support will not provide any more services than has been expressly agreed with the Client in writing. Unless expressly agreed otherwise the Agreement, in any event, does not include making available back-up, contingency and recovery services or data conversion (note: list is not exhaustive).
- 3.4 Info Support will make every effort to provide the Cloud Service with care, in accordance with the agreements and procedures established with the Client in writing. All services will therefore be provided by Info Support based on a best-efforts obligation, unless Info Support has expressly committed in a written Agreement to an adequately defined result.
- 3.5 Info Support will provide the Cloud Service solely at the behest of the Client. If Info Support, based on a request or order from a competent body or in connection with statutory requirements, is obligated to perform activities relating to data (including personal data) belonging to the Client, all related costs will be charged to the Client.

Article 4 Additional Obligations

- 4.1 CHANGES

- 4.1.1 Info Support will carry out innovative management on the Cloud Service. This is defined as: implementing scheduled changes of an adaptive, supplementary and/or corrective nature, resulting in a modification of the specified standard operation of the information system on a controlled basis.
- 4.1.2 Info Support may make changes to the content or scope of the Cloud Service, either at the Client's request or otherwise. If such changes result in a change in the procedures applicable at the Client's company, Info Support will notify the Client accordingly as soon as possible, with the costs relating to the change being borne by the Client. In such an event, the Client can terminate the Agreement in writing by the date on which the change takes effect, unless this change is related to changes in relevant legislation or other rules imposed by competent bodies, or if Info Support is bearing the costs relating to this change.
- 4.2 INCIDENTS
- 4.2.1 Info Support will perform corrective maintenance on the Cloud Service. This includes: resolving incidents in the Information System (i.e. deviations from the standard operation specified) as fast as possible, within the service levels set, and on a reactive and ad hoc basis.
- 4.3 PREVENTIVE WORK
- 4.3.1 Info Support will carry out innovative management on the Cloud Service. This is defined as: proactive activities such as routine and periodic checks; proactive problem analysis based on incidents and error logs reported, and performing trend analyses. Any work arising as a result will be performed based on innovative management. Specific and (if applicable) additional proactive activities will be agreed between the Parties prior to the provision of the services.
- 4.4 SERVICE REQUESTS
- 4.4.1 Additional service requests, including requests for advice, technical questions and requests for access, information and support may be submitted to Info Support and will be handled on an ad hoc basis in agreement with the Client.
- 4.5 AVAILABILITY OF INFO SUPPORT
- 4.5.1 If, pursuant to the Agreement, Info Support's Cloud Service also includes user support, Info Support will provide advice by telephone or email regarding the use and operation of the software specified in the Agreement and on the use which is made of the service. Info Support cannot guarantee the accuracy, completeness or timeliness of the feedback and support. Unless otherwise agreed in writing, support will be provided during Regular Office Hours.

Article 5 Client's Obligations

- 5.1 The Client shall adequately secure its own systems and infrastructure and keep these free of viruses at all times.
- 5.2 If Info Support provides a Cloud Service based on data to be supplied by the Client, the latter will supply such data in accordance with the terms to be set by Info Support. The Client guarantees that all the materials, data, software, procedures and instructions it has provided to Info Support are accurate and complete at all times and that all data carriers provided to Info Support comply with the latter's specifications.
- 5.3 The Client will be responsible for providing instructions to, and usage by, users, irrespective of whether such users are in a hierarchical relationship with the Client.

Article 6 Guarantee

- 6.1 Info Support does not guarantee that the Cloud Service it will provide will be error-free and will operate without interruption. Info Support will endeavor to restore any disruptions in the Cloud Service within a reasonable period if and to the extent that the Cloud Service was developed by Info Support itself and the Client has reported the relevant disruptions in detail in writing. If and where necessary, Info Support can postpone the recovery of the disruptions until a new version of the Cloud Service is installed. Info Support can never guarantee that disruptions in a Cloud Service not developed by Info Support itself can and will be remedied. Info Support will be authorized at any time to provide temporary solutions or make workarounds or problem-avoiding restrictions in relation to the Cloud Service.
- 6.2 Info Support will not be responsible for verifying the accuracy and completeness of the Cloud Service and the data it generates.
- 6.3 Info Support will not be responsible for the purchase and/or effective operation of the applications, the Application Infrastructure or the infrastructure of the Client or any third parties, to the extent that the latter does not form part of any Cloud Service provided by Info Support.
- 6.4 Based on information provided by Info Support regarding measures to prevent and reduce the impact of disruptions, defects in the services, damage to or loss of data or other incidents, the Client will assess the risks presented to its organization and will take additional measures if necessary. Info Support will never be responsible for repairing damaged or lost data.

Article 7 Exit Provisions

- 7.1 In order to ensure the continuity of the information provision by the Client, the parties, in the event of termination of the Cloud Service, will immediately consult with one another regarding the transfer of data (and the method used for such transfer), the

services and/or other control measures, as required for the uninterrupted progress of the use by the Client of its data, software and/or Cloud Service.

- 7.2 Info Support is willing to continue providing the Cloud Service during a period to be specified (subject to a maximum of three [3] months) following the expiration of the notice period for the Agreement at the rates charged by Info Support at that time, should this prove necessary, unless this cannot reasonably be expected from Info Support.
- 7.3 Any and all activities performed by Info Support under the provisions of this article will be charged based on actual cost at the rates applicable at that time.
- 7.4 OWNERSHIP
- 7.4.1 The Cloud Service provided, along with any and all hardware, software and goods used by Info Support as part of the Cloud Service, will remain the property or intellectual property of Info Support or its suppliers at all times, unless expressly otherwise agreed.

Article 8 **Personal Data Processing**

- 8.1 The Client will be responsible at all times for the personal data processed as part of, or with the aid of, the management service. The Client guarantees that all requirements for lawful personal data processing have been satisfied, in accordance with the provisions of the Personal Data Protection Act [*Wet bescherming persoonsgegevens*]. The Client assures Info Support that the personal data is not unlawful and does not infringe on any third-party rights. The Client indemnifies Info Support against any legal action brought by third parties, on any grounds whatsoever, relating to this personal data processing. Under the Agreement, Info Support must be regarded as a processor within the meaning of the Personal Data Protection Act. The Client will cooperate fully to ensure that the requirements to which Info Support is subject are satisfied. Any resulting costs will be fully borne by the Client.

5. CONSULTANCY

Article 1 Applicability

- 1.1 The provisions contained in this section, along with the General Provisions of these General Terms and Conditions, apply if Info Support provides consultancy services to the Client at the latter's behest.

Article 2 Services

- 2.1 Info Support will make the Employee designated in the Agreement between the Parties available to the Client in order to provide work in accordance with the conditions previously agreed between the Parties in writing.
- 2.2 The Client can only employ the Employees made available for work other than for the work agreed or for work outside the Netherlands if Info Support has agreed to this in writing. Info Support will be authorized to set conditions for such agreement.
- 2.3 The Client is not required to make the Employee assigned available to any third parties in any manner whatsoever unless expressly agreed otherwise in writing.

Article 3 Term and Termination

- 3.1 The Agreement for the provision of consultancy services is being entered into for the term expressly agreed by the Parties in advance in writing. The fixed-term Agreement will expire by operation of law after the agreed expiration date has passed. If the Parties have not agreed to a term, the Agreement shall be valid for an indefinite period of time. If the Agreement has been entered into for an indefinite period of time, each Party must provide a minimum of one month's notice. The Agreement can only be terminated in writing, and Info Support will never be liable to compensate any loss arising from such termination.

Article 4 Substitution

- 4.1 Unless expressly otherwise agreed in writing, Info Support will be authorized, on commencement of the Agreement, to replace (the) Employee(s) made available with one or more individuals with the same or equivalent qualifications. Info Support will also be entitled to replace this Employee if the Agreement has been entered into based on the assumption that the work will be performed by a specific Info Support employee.
- 4.2 The Client will be authorized to request that the Employee made available be replaced if the Client is of the opinion that this Employee does not satisfy the agreed quality standards. The Client must communicate such a request to Info Support in writing within three days following the commencement of the activities.
- 4.3 Info Support does not guarantee that substitution at the Client's request is possible at all times. If substitution is not possible or is not immediately possible, any claims on the part of the Client to further performance of the Agreement, along with any and all claims relating to breach of contract, will no longer apply. The Client's payment obligations relating to the work performed will remain unchanged in such an event.

Article 5 Reports

- 5.1 If so agreed in writing, Info Support will inform the Client periodically regarding the performance of the work. In addition, Info Support will report in advance any circumstances which could potentially be relevant to Info Support, and will request information if it deems this is necessary for the performance of the work. The Client will cooperate fully in providing such information.
- 5.2 The Client will designate a contact within its organization who will act as such for the duration of the work. Such contact must be sufficiently qualified, to be assessed at the discretion of Info Support.

Article 6 Terms and Conditions of Employment

- 6.1 If an Employee of Info Support provides consultancy services to the Client, the latter will ensure that the working hours, safety and general working conditions comply with the relevant laws and regulations in this area.
- 6.2 The Client will treat the Info Support Employee whose services are being made available in the same manner as its own employees.

Article 7 Rates and Payment

- 7.1 The Client will be required to pay the agreed additional hourly rate for overtime. "Overtime" is defined as the hours that the Employee made available by Info Support works longer, at the Client's request, than the agreed number of working hours, or

any work performed outside regular working days. If no additional hourly rate has been agreed between the Parties, the Client will be required to pay the additional hourly rate applicable at that time.

- 7.2 Any commuting costs will be charged to the Client in accordance with the relevant rules applicable at Info Support.
- 7.3 Info Support will be entitled to change the rates for the Employee whose services are being made available at any time. Info Support will communicate this change to the Client in writing at least thirty days prior to the implementation of the change. If the Client does not agree to the change, it will be authorized to terminate the Agreement in writing within fourteen days following the date of notification by the date on which the change were to become effective.

Article 8 Liability

- 8.1 Info Support will be responsible for the payment of taxes and social security contributions for the Employee whose services are being made available to the Client. Info Support indemnifies the Client against any and all claims from the tax authorities or from the organizations responsible for enforcing social security laws which are payable pursuant to the Agreement entered into with the Client. However, this is subject to the condition that the Client informs Info Support of any such claims immediately and leaves its settlement entirely to Info Support. The Client will cooperate fully in ensuring this is accomplished.
- 8.2 The Client will be liable for any and all loss and damage suffered by the Employee whose services are being made available during, or in connection with, the work assigned to him. The Client indemnifies Info Support against any and all third-party claims arising from or relating to the consultancy work provider under the Agreement. In addition, the Client indemnifies Info Support against any and all liability arising from the physical injury or death of the Employee whose services are being made available in relation to the performance of the Agreement.