



General Terms and Conditions of Netvlies B.V.

General Terms and Conditions of Netvlies B.V.

GENERAL PROVISIONS

1. Definitions

| | |
|------------------------------|---|
| General Terms and Conditions | These General Terms and Conditions of Netvlies: |
| Service | All services that Netvlies provides to the Client under the Agreement; |
| IP rights | All intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and performances on a par with a patentable invention; |
| Netvlies | Netvlies B.V., having its official seat at Prinsenkade 8 A1, (4811VB) Breda, registered with the Chamber of Commerce in West Brabant under number 60985526; |
| Client | The other party of Netvlies that enters into an Agreement for the provision of Services with Netvlies; |
| Agreement | The Agreement entered into between the Parties, to which these General Terms and Conditions apply; |
| Party or Parties | Netvlies or the Client; |
| Product | All results of the Services created by Netvlies during the term of the Agreement and which are mentioned in or arise from the Agreement. |

2. Offer and Agreement

- 2.1. These General Terms and Conditions apply to all offers and agreements under which Netvlies provides Services or Products to the Client, even if these Services or Products are not described in more detail in the General Terms and Conditions.
- 2.2. These General Terms and Conditions also apply to Services or Products that Netvlies has purchased in whole or in part from third parties and, whether or not processed, supplies to the Client, as well as to Services or Products that are supplied to the Client by a third party on behalf of Netvlies for the execution of the offer or Agreement.
- 2.3. All offers of Netvlies are without obligation, unless explicitly stated otherwise in the offer in writing.
- 2.4. Any offer made by Netvlies has a validity of two (2) months, unless otherwise stated in writing.
- 2.5. Netvlies explicitly rejects the applicability of any conditions of the Client.
- 2.6. If any provision of these General Terms and Conditions should prove to be void or voided, the other provisions of these General Terms and Conditions will remain in full force and effect and Netvlies and the Client will consult to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and purport of the void or voided provision.
- 2.7. Netvlies has the right to unilaterally amend these General Terms and Conditions. Amendments also apply to Agreements already entered into. Amendments will be announced by e-mail, whereby Netvlies will use the most recent e-mail address provided by the Client to Netvlies. The amended version of these General Terms and Conditions will also be posted on the website as soon as possible after any changes have been made. Amendments enter into force thirty (30) days after their announcement, unless the announcement specifies a later date.
- 2.8. When it is indicated in the General Terms and Conditions that an action must be performed in writing, this also means by e-mail.

3. Formation of an Agreement

- 3.1. An Agreement between Netvlies and the Client will only be entered into after Netvlies has accepted an order in writing, or has returned an order confirmation signed by Netvlies to the Client. An invoice sent by Netvlies for the Services or Products mentioned in the order is equivalent to accepting the

order. The order confirmation is deemed to accurately and completely represent the Agreement; the date of confirmation is therefore decisive.

- 3.2. If Netvlies sends an offer to the Client and the Client fails to sign it or return it to Netvlies, while the service provision has already started or the Client pays Netvlies with regard to the Services as mentioned in the relevant offer, an Agreement will be deemed to have been entered into between the Parties in accordance with the offer sent but which was not returned or signed.
- 3.3. If an Agreement has been entered into between the Client and Netvlies, Netvlies nevertheless retains the right to refuse certain assignments given by the Client on the basis of this Agreement. Such refusal may in any event be based on:
 - a. The content, nature, purport or form of an order;
 - b. Technical objections;
 - c. Reasons of principle;
 - d. Contravention of laws, regulations or the interests of Netvlies.If part of an order is refused on the grounds of the above, Netvlies will compensate the Client for the value of that part of the Agreement.
- 3.4. For Agreements for which, due to their nature and scope, no quotation or order confirmation is sent, the invoice will be deemed to correctly and fully reflect the Agreement, except in the case of a complaint by the Client with sufficient supporting evidence and within five (5) working days.
- 3.5. Any additions and amendments to the Agreement are valid only with the written agreement of the Parties.

4. Performance of the Agreement & Additional Work

- 4.1. Netvlies will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the current state of scientific and technical knowledge. The Agreement to be entered into between Netvlies and Client is in the nature of an obligation to perform to the best of one's ability, unless and to the extent that Netvlies has expressly promised a result in the written Agreement and the result in question has also been described with sufficient precision in the Agreement. Any agreements on a service level ('Service Level Agreement') will always be agreed in writing.

- 4.2. If it has been agreed that the Agreement will be performed in stages, Netvlies is entitled to postpone the start of the Services belonging to the next stage until the Client has approved in writing the results of the previous stage.
- 4.3. Netvlies is entitled to have the Agreement performed in whole or in part by third parties or at least to engage third parties in the performance of the Agreement.
- 4.4. The risk of loss, theft, embezzlement or damage to Services, items, Products, information/data, documents or programmes that are created or used in the context of the performance of the Agreement, passes to the Client at the moment that these are put at the actual disposal of the Client or an auxiliary person of the Client.
- 4.5. If Netvlies has to perform additional activities (additional work) on the basis of an amendment to the Agreement as a result of additional requests or wishes from the Client, these activities will be charged to the Client on a subsequent costing basis on the basis of the rates customary at that time, unless expressly agreed otherwise in writing.
- 4.6. Netvlies is entitled to carry out this additional work without the prior written permission of the Client, in so far as the costs involved in this additional work do not exceed ten percent (10%) of the total fee originally agreed upon.
- 4.7. If Netvlies has to purchase certain products or services for the performance of the Agreement with the Client, such as licences, subscriptions, applications, fonts, image rights, etc., the costs of these products or services will be paid by the Client.
- 4.8. The Client accepts that the additional work may affect the agreed or expected time of completion of the service provision and the mutual responsibilities of the Client and Netvlies. The fact that the demand for additional work occurs during the performance of the Agreement will never be grounds for the Client to dissolve or terminate the Agreement.
- 4.9. In so far as a fixed price has been agreed for the services, Netvlies will inform the Client as much as possible on request about the financial consequences of these extra activities or performances.
- 4.10. If the Client does not have Netvlies take care of the hosting of a website or application, the work or services that Netvlies has to perform as a result will be paid for according to the usual rates of Netvlies.

5. Duration of the Agreement and termination

- 5.1. An Agreement has a term as agreed in writing or orally between the Parties and ends by operation of law on the date agreed between the Parties or at the moment that the provision of the Services has been completed or the agreed Product has been delivered.
- 5.2. If no term has been agreed and the Parties have entered into an Agreement that relates to the periodic or otherwise regular provision of Services (continuing performance agreement), the Agreement will be entered into for a period of one (1) year and will be extended each time for a similar period, unless the Agreement is terminated in writing by one of the Parties at least one month before the expiry of the term of the Agreement.
- 5.3. The Client's right to terminate the Agreement early is excluded, notwithstanding the other provisions of these General Terms and Conditions.
- 5.4. Each of the parties is only entitled to terminate the Agreement if the other party, after a proper written notice of default that is as detailed as possible and that sets a reasonable time limit for rectifying the shortcoming, fails imputably in the performance of the essential obligations under the Agreement.
- 5.5. Netvlies may terminate the Agreement in whole or in part with immediate effect without notice of default and without judicial intervention by means of a written notification if urgent reasons arise for doing so, which in any case include the following events in which:
 - a. suspension of payments – provisional or otherwise – will be granted to one of the parties;
 - b. a winding-up petition in respect of one of the parties is filed for or an order is issued;
 - c. the Client acts contrary to public order or public morals, or to any obligation arising from the Agreement with Netvlies;
 - d. the Client infringes the rights of third parties;
 - e. the Client acts contrary to reasonable guidelines or instructions of Netvlies;
 - f. there are repeated payment problems on the part of the Client;
 - g. the Client makes improper use of the internet;
 - h. the Client disseminates information on the internet that is in conflict with national or international laws and regulations;
 - i. the Client disseminates information on the internet that is contrary to

generally accepted standards and values;

j. the Client disseminates information on the Internet that is discriminatory with regard to appearance, race, religion, gender, culture, origin or can otherwise be called offensive.

5.6. Netvlies will never be obliged to refund any monies already received or to pay damages for such termination.

5.7. In the event of dissolution of the Agreement, Netvlies will not reverse what it has already delivered or performed and any related payment obligation, unless the Client proves that Netvlies is in default with regard to the essential part of those performances. Amounts that Netvlies has invoiced before the dissolution in connection with what Netvlies has already properly performed or delivered in execution of the Agreement remain due in full with due observance of the provisions in the previous sentence and become immediately due and payable at the moment of the dissolution.

6. Price and payment

6.1. Unless otherwise stated in the Agreement, all prices quoted by Netvlies are exclusive of turnover tax (VAT) and other levies imposed by the government.

6.2. In the event of a periodic payment obligation on the part of the Client, Netvlies is entitled to adjust the applicable prices and rates by written notification within a period of at least three (3) months.

6.3. Netvlies is in all cases entitled to adjust the agreed prices and rates by written notification to the Client for performances that, according to the Agreement, will be delivered at a time that is at least three (3) months after the date of this notification.

6.4. If the Client does not wish to agree to an adjustment of prices and rates announced by Netvlies as referred to in Article 6.2 or 6.3, the Client is entitled to terminate the Agreement within seven (7) working days of the notification by the date on which the adjustment would take effect. The Client will not be entitled to such a right of cancellation if the prices or rates are adjusted with due observance of the price index as published by Statistics Netherlands (CBS).

6.5. For the delivery of Products or Services, Netvlies will charge the full amount due in three payment terms, unless the Parties have agreed otherwise in writing. Forty (40) percent of the total amount due must be paid in advance, at the time of the order confirmation. Three (3) months after the date of the order confirmation as referred to in Article 3 of these General Terms and Conditions, Netvlies will charge the Client again forty (40) percent of the total amount due. Six (6) months after the date of the order confirmation, the Client must pay the remaining twenty (20) percent of the total amount due. If the Agreement relates to the periodical or otherwise regular provision of services as referred to in Article 5.2, the amounts due will be charged annually in advance, unless otherwise stated in the Agreement.

- 6.6. Payments must be made fourteen (14) days after the invoice date, unless otherwise agreed or stated on the invoice. The Client is not entitled to set off or to suspend a payment.
- 6.7. If the Client fails to pay the amounts due on time, the Client will be required to pay statutory commercial interest on the outstanding amount, without any reminder or notice of default being required, plus two per cent (2%) per year up to the time of payment. If, after a reminder or notice of default, the Client fails to pay the claim, Netvlies may pass on the claim for collection, in which case the Client, in addition to the total amount then due, is also obliged to pay all legal and other costs, including costs calculated by external experts in addition to the costs determined by the court. The Client will also owe Netvlies the costs incurred by Netvlies for a failed mediation if the Client is ordered to pay the outstanding amount in full or in part.
- 6.8. If the Client fails to pay the amounts due within the agreed period of time, Netvlies is entitled, notwithstanding the other provisions of these General Terms and Conditions, to suspend the performance of all its obligations towards the Client.
- 6.9. All payments made by the Client to Netvlies will primarily be used to pay any interest and collection costs incurred by Netvlies and then to pay the oldest outstanding invoices of the Client, regardless of any other indication from the Client.
- 6.10. Netvlies is entitled to demand sufficient security from the Client for the performance of the payment obligation, before the execution of the Agreement will be carried out or continued.
- 6.11. If the security referred to in Article 6.10 is not, or not sufficiently, demonstrated, Netvlies has the right to terminate the Agreement in whole or in part without judicial intervention.

7. Confidential information and transfer of rights and obligations

- 7.1. Each of the parties guarantees that all information of a confidential nature received from the other party before and after entering into the Agreement will remain confidential, unless there is a legal obligation to disclose that information. Information will in any case be considered confidential if it has been designated as such by one of the parties.
- 7.2. The Parties are not entitled to transfer their rights and obligations arising from the Agreement to third parties without the written consent of the other Party.

8. Delivery dates and complaints

- 8.1. The Client is obliged to immediately accept the Products or Services delivered by Netvlies at the moment these are delivered or offered to it.

- 8.2. All delivery or other dates stated or agreed by Netvlies are determined to the best of Netvlies' knowledge on the basis of the information known to Netvlies at the time of entering into the Agreement. Netvlies makes every effort to comply with agreed delivery or other dates as much as possible. The mere fact that a stated or agreed delivery or other date has been exceeded does not mean that Netvlies is in default. In all cases, therefore also if the parties have expressly agreed a deadline in writing, Netvlies will only be in default for exceeding the deadline after the Client has given it written notice of default and Netvlies does not repair the defect within the term stated in the notice. If a deadline for delivery has been expressly agreed between the Parties and Netvlies imputably fails to perform this obligation, Netvlies will owe a penalty amounting to five percent (5%) of the invoice price of the relevant performance. Any right to compensation, additional or otherwise, is excluded.
- 8.3. Netvlies is not bound by any delivery or other deadlines that can no longer be met due to circumstances beyond its control that occurred after the Agreement was entered into. Nor is Netvlies bound by a firm or non-firm delivery deadline, if the Parties have agreed to a change in the content or scope of the Agreement (additional work, change in specifications, etc.). If there is a risk that any term will be exceeded, Netvlies and the Client will consult with each other as soon as possible.
- 8.4. Netvlies is entitled to postpone agreed delivery or other deadlines – in connection with, for example, the planning of other orders – with a period to be determined at its own discretion if Netvlies has to wait too long for decisions, choices or delivery of material by the Client.
- 8.5. Lodging a complaint does not suspend the Client's (payment) obligations.

9. Cooperation by the Client

- 9.1. The Client will always provide Netvlies within the specified time with all data or information – including electronic data files – that is useful and necessary for the proper performance of the Agreement and will provide all cooperation.
- 9.2. The Client is responsible for the use and application in its organisation of the equipment, software and services to be provided by Netvlies, as well as for the control and security procedures and an adequate system administration.
- 9.3. If the Client makes software, websites, materials, databases or data available to Netvlies on a data carrier, these should be supplied digitally as far as possible, whereby Netvlies can set requirements for specifications that this material must meet. Photoshop documents and other graphic files must comply with the guidelines drawn up by Netvlies for this purpose, which can be requested from Netvlies. For the processing of material that cannot be supplied digitally or that has to be processed by Netvlies otherwise, Netvlies has the right to charge this according to its usual rates.
- 9.4. If telecommunications facilities, including the Internet, are used in the performance of the Agreement, the Client is responsible for the correct selection and adequate availability of these facilities within the specified time, with the exception of those facilities that are under the direct use and management of Netvlies. Netvlies is never liable for any damage, loss or costs due to transmission errors, malfunctioning or non-availability of these facilities, unless the Client proves that such damage, loss or costs are the result of an intentional act or omission or gross negligence on the part of Netvlies or its managers. If telecommunications facilities are used in the performance of the Agreement, Netvlies is entitled to assign access or identification codes to the Client. The Client will treat the access codes confidentially and with care and will only disclose them to authorised personnel. The Client is fully responsible and liable at all times for damage, loss or costs resulting from misuse of access or identification codes.
- 9.5. If data necessary for the performance of the Agreement is not made available to Netvlies, or not in accordance with the agreements or within the time specified, or if the Client fails to perform its obligations in any other way, Netvlies has the right, at its own discretion, to suspend the performance of the Agreement and to charge the costs incurred in accordance with its usual rates, or to execute the Agreement to the best of its ability with the data available at that time (without the Client being entitled to a reduction of the agreed fee), or to terminate all or part of the Agreement. Netvlies is only entitled to terminate all or part of the Agreement if this is done in accordance with Article 5.5.

10. IP rights

- 10.1. Except as otherwise provided in the Agreement, all IP Rights in respect of all Services and Products provided and developed under the Agreement as well as on all other materials or information made available by Netvlies are vested exclusively in Netvlies or its licensor(s).
- 10.2. Nothing in these General Terms and Conditions or the Agreement implies a transfer of IP Rights. The Client only acquires the non-exclusive and non-transferable right to use the Products for the purposes set out in the Agreement and under the conditions set out in the Agreement, as described in Article 18 of these General Terms and Conditions.
- 10.3. The Client is not permitted to remove or change any designation concerning IP Rights from the Products.
- 10.4. Netvlies explicitly does not relinquish its personality rights mentioned in Article 25 of the Copyright Act [*Auteurswet*].
- 10.5. Netvlies is permitted to use the Services or Products and the materials used for the performance of the Agreement, such as designs, drawings, films, software, electronic or other files, reports, formats and interviews, for its own promotion or publicity, unless otherwise provided in the Agreement.
- 10.6. Netvlies reserves the right to install technical protective measures in the Products. The Client is not permitted to circumvent these technical protection measures or to offer means for that purpose.
- 10.7. Netvlies indemnifies the Client against legal actions by third parties that are based on the allegation that the Products, or parts thereof, developed by Netvlies itself infringe any IP law applicable in the Netherlands, on the condition that the Client immediately informs Netvlies in writing of the existence and content of the legal action and leaves the handling of the case, including the conclusion of any settlements, entirely to Netvlies. To this end, the Client will provide Netvlies with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary in the name of the Client.
- 10.8. The above-mentioned obligation to indemnify lapses if the alleged infringement is related to:
 - a. materials made available to Netvlies by the Client;
 - b. changes that the Client has made or has ordered to be made to the Products; or
 - c. the use of Products in a manner that is contrary to the law, the Agreement or explicit and reasonable instructions from Netvlies.
- 10.9. If it has been irrevocably established in court that the Products developed by Netvlies itself infringe any IP Right belonging to a third party or if, in the opinion of Netvlies, there is a good chance that such infringement will occur,

Netvlies will – if possible – ensure that the Client may continue to use the Product, or something functionally equivalent, without interference. If Netvlies is of the opinion that is unable to ensure or cannot ensure in a way that is not financially or in any other way unreasonably burdensome for it that the Client may continue to use the Product delivered without interference, Netvlies will take back the Product delivered against crediting of the acquisition costs, after deduction of a reasonable user fee. Any other or more extensive liability or indemnification obligation of Netvlies for violation of IP Rights of a third party is completely excluded, including violation of the licenses that apply to Open Source Software used by Netvlies.

- 10.10. If Netvlies is obliged to make the Product available to third parties due to the use of Open Source Software on the basis of the licence conditions underlying the Software, Netvlies will make every effort to ensure that the Client can continue to use the Product in accordance with the agreed right of use.
- 10.11. The Client guarantees that no third party rights preclude the making available to Netvlies of equipment, software, material intended for websites (visual material, text, music, domain names, logos, etc.), data files, or other materials, including design material, intended for use, adaptation, installation or incorporation (e.g. in a website). The Client will indemnify Netvlies against any action based on the allegation that such provision, use, adaptation, installation or incorporation infringes any third party rights.

11. Liability of Netvlies; indemnification

- 11.1. The total liability of Netvlies for attributable non-performance of the Agreement is limited to compensation of direct damage up to a maximum of the amount that is paid out by the liability insurance of Netvlies, or up to a maximum of the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is primarily a continuing performance contract with a term of more than one year, the stipulated price will be set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances, however, will the total compensation for direct damage or loss exceed ten thousand euros (€10,000).

Direct damage or loss is understood to mean exclusively:

- a. The reasonable costs that the Client would have to incur for the performance of Netvlies to comply with the Agreement. However, this damage or loss will not be compensated if the Client has terminated the Agreement;
 - b. The costs that the Client has incurred in keeping its old system or systems and related facilities operational for a longer period of time because Netvlies did not deliver on a delivery date that is binding on it, less any savings that are the result of the delayed delivery;
 - c. Reasonable costs incurred to determine the cause and extent of the damage or loss, in so far as the determination relates to direct damage or loss within the meaning of these General Terms and Conditions;
 - d. Reasonable costs incurred to prevent or limit damage or loss, in so far as the Client demonstrates that these costs have led to the limitation of direct damage within the meaning of these General Terms and Conditions.
- 11.2. The total liability of Netvlies for damage or loss caused by death or bodily harm will in no case exceed the amount for which Netvlies is insured. At the request of the Client, Netvlies will make these amounts known.
- 11.3. Liability of Netvlies for indirect damage, including consequential damage, damage to or loss of data, lost profits, lost savings and loss due to business interruption, is excluded.
- 11.4. If telecommunications facilities as referred to in Article 9.4 are used for the performance of the Agreement, Netvlies is never liable for any damage, loss or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the Client proves that such damage, loss or costs are the result of an intentional act or omission or gross negligence on the part of Netvlies. Netvlies is never liable for any damage, loss or costs resulting from misuse of access or identification codes.
- 11.5. However, the maximum amounts referred to in Articles 11.1 and 11.2 will lapse if and to the extent that the damage or loss is the result of an intentional act or omission or gross negligence on the part of Netvlies. Netvlies is not liable for any damage resulting from an intentional act or omission or gross negligence on the part of third parties engaged by it.
- 11.6. The liability of Netvlies for attributable non-performance of an Agreement only arises if the Client provides Netvlies with immediate and proper written notice of default, setting a reasonable term to remedy the failure, after which

Netvlies imputably fails to perform its obligations. The notice of default must contain as detailed a description as possible of the failure, so that Netvlies is able to respond adequately.

- 11.7. At the risk of forfeiting all rights to compensation, the Client must report the damage to Netvlies in writing and provide as much detail as possible as soon as possible, but at the latest within twelve (12) months of its occurrence.
- 11.8. The Client indemnifies Netvlies against all third-party claims for product liability as a result of a defect in a product or system that was supplied by the Client to a third party and that partly consisted of equipment, software or other materials supplied by Netvlies, except if and in so far as the Client proves that the damage was caused by that equipment, software or other materials.

12. Force Majeure

- 12.1. The Parties are not obliged to perform any obligation if they are prevented from doing so as a result of force majeure. Force majeure includes interruptions to the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, shortcomings of suppliers of the Parties, shortcomings of third parties engaged by the Parties, Internet connection problems, hardware failures, disruptions in (telecommunication) networks and other unforeseen circumstances.
- 12.2. The Parties may suspend the obligations arising from the Agreement during the period that the force majeure continues. If this period lasts longer than two (2) months, either party will be entitled to terminate the Agreement without being obliged to compensate any damage or loss to the other party.
- 12.3. To the extent that Netvlies has already partially performed its obligations under the Agreement at the time of the onset of force majeure, Netvlies is entitled to charge for the part already performed.

13. Training Sessions and Courses

- 13.1. In so far as the Services of Netvlies consist of providing a training session or course, Netvlies may at any time prior to the commencement of such services demand payment of the relevant fee. The consequences of cancelling participation in a training session or course are governed by the usual rules of Netvlies.
- 13.2. If, in the opinion of Netvlies, the number of registrations justifies this, Netvlies is entitled to combine the training session or course with one or more other training sessions or courses, or to have these take place at a later date or at a later time.

14. Non-takeover of personnel

- 14.1. During the term of the Agreement and for a period of one (1) year after termination thereof, the Client will not in any way – except after proper consultations in this respect have taken place with Netvlies – hire or employ in any other way, be it directly or indirectly, any employees of Netvlies or of companies which Netvlies has engaged for the performance of this Agreement and which are or were involved in the performance of the Agreement.
- 14.2. If the Client ignores the provision referred to in the previous paragraph, it forfeits Netvlies an immediately payable fine of EUR 10,000, as well as a fine of EUR 1,000 per day, with a maximum of EUR 25,000, for each day that the infringement continues, notwithstanding the right of Netvlies to claim compensation, additional or otherwise.

15. Applicable law and disputes

- 15.1. All Agreements and these General Terms and Conditions are governed by Dutch law.
- 15.2. Disputes arising between Netvlies and the Client in the context of or in connection with the Agreement or these General Terms and Conditions will be submitted exclusively to the competent court in the district of Amsterdam.

DEVELOPMENT OF SOFTWARE

In addition to the General Provisions in these General Terms and Conditions, the provisions set out in this chapter 'Development of Software' are applicable if Netvlies develops Products on the instructions of the Client and possibly installs them. The Chapter 'Use and Maintenance of Software' also applies to this software, except in so far as this Chapter provides otherwise. The rights and obligations referred to in this chapter relate exclusively to software in a form that is readable for a data-processing machine and recorded on material that is readable for such a machine, as well as to the accompanying documentation. Where this chapter refers to Products, this will in any case relate to software and websites.

In addition to the definitions in the chapter General Provisions, the following definitions are used for the purposes of the chapter 'Development of software':

Product Backlog Overview of the functionalities desired by the Client for the Product, in whatever form;

| | |
|--------|--|
| Defect | The situation that the Product substantially fails to meet the reasonable requirements that can be set in relation to the Product Backlog and the agreements made by the project team; |
| Sprint | Period of generally two (2) weeks, during which Netvlies undertakes to realise the functionalities or objectives as included in the relevant Sprint Backlog. |

16. Projects based on Scrum

- 16.1. In principle, Products are developed based on a method that has the characteristic that it is not certain in advance what exactly will be delivered, because this depends on the input of the Parties during the development (Scrum/Agile). This method is inextricably linked to the fact that the Client actually only purchases a certain number of hours from Netvlies and that the exact details of the time to be spent during the process are specified. This specification is determined by the project team, of which the Client is an active part. Netvlies is therefore explicitly not bound to any description of the order in a quotation.
- 16.2. The Product's method of development is described in the Agreement. Cooperation between the Parties is essential to the success of the development. The Client is therefore expected to adopt an active attitude during the development of the Product.
- 16.3. The Client will appoint a product owner for the implementation of the development measures. The product owner is part of the project team and will be given a workspace at Netvlies, which can be used during the development. The product owner's duty is:
- a. being an active part of the project team;
 - b. drawing up a Product Backlog based on user stories, describing in one or more short sentences what a user can do with the Product after completion of the user story and why the user wishes to do so;
 - c. prioritizing the user stories in the Product Backlog;
 - d. the management of the Product Backlog, including monitoring which user stories have been realised, which are still being worked on and which still need to be addressed;
 - e. testing completed partial products (completed user stories) and working together with the project team to ensure that an operational Product is delivered before the end of Sprint that no longer contains Defects;
 - f. supervising the number of hours, which can be made clear by means of a time sheet (or in a similar manner, such as a dashboard or burndown

chart);

- 16.4. The Client guarantees that the product owner is fully authorised to make decisions that are binding on the Client during the development process.
- 16.5. As a result of the Product Backlog, the project team discusses how much effort is required for the realisation of each user story. Subsequently, it needs to be discussed which user stories will be realised in the next Sprint. The Product Backlog may only be modified during a Sprint in consultation with the project team.
- 16.6. Unless agreed by the Parties in the Agreement, Netvlies is never obliged to install, set up, parameterise and tune the Product and, if necessary, adapt the equipment and user environment used for this purpose. If desired, Netvlies can perform such Services as additional work, or on the basis of a further Agreement. Unless expressly agreed otherwise, Netvlies is not obliged to carry out data conversion.
- 16.7. The results of each Sprint depend on various factors and circumstances, such as the quality of the materials and documentation provided by the Client and the cooperation of the Client, the product owner and relevant third parties.
- 16.8. Netvlies does not guarantee that the Product developed on behalf of the Client is suitable for the actual or intended use by the Client. Nor does Netvlies guarantee that the Product will operate without interruption or defects or that all defects will be repaired at all times.
- 16.9. After each Sprint, Netvlies will demonstrate the user stories that have been worked on to the Client with the aim of keeping the Client informed of the progress. The purpose of such demonstration is expressly not to test the Product.

17. Projects not based on Scrum

- 17.1. The provisions of this Article 17 will only apply if the Parties have agreed that the development of a Product will take place on the basis of previously laid down written and static specifications, such as a Functional/Technical Design instead of Scrum-based as described in Article 16. In such a case, Netvlies will make every effort to ensure that the Product complies with this pre-determined project plan in accordance with the agreed schedule. However, the Client understands and acknowledges that the success of such a project depends on joint efforts and Netvlies is therefore not liable for any delay, unless this is clearly due solely to the actions of Netvlies.
- 17.2. If an acceptance test has been agreed, the test period will be fourteen (14) days after delivery or, if installation by Netvlies has been agreed in writing, after completion of the installation.

- 17.3. The Client will perform the acceptance test with sufficiently qualified personnel and with sufficient scope and depth.
- 17.4. During the acceptance test, the Client will, under its full and exclusive responsibility, check whether the delivered Product meets the specifications laid down in writing. Any assistance provided by Netvlies in carrying out the acceptance test is entirely at the risk of the Client.
- 17.5. No later than the last day of the term as referred to in Article 17.2, the Client will sign a delivery certificate. If, during the acceptance test, it is found that the Product contains Defects, the Client will inform Netvlies of this in writing, in a comprehensible and orderly manner, in the delivery certificate. Netvlies will make every effort to repair the Defects in question to the best of its ability within a reasonable period of time to be agreed in the delivery certificate, whereby Netvlies is entitled to introduce temporary solutions, program bypasses or problem-avoiding restrictions in the Product. The Product will be deemed to have been accepted by the Parties:
- a. on the first day after the period as referred to in Article 17.2;
 - b. from the moment that the Client puts the Product into use; or
 - c. if Netvlies receives a delivery certificate before the end of the term as referred to in Article 17.2:
 - i. if, in the opinion of Netvlies, the delivery certificate does not contain any Defects, irrespective of the presence of imperfections which do not prevent acceptance in accordance with Article 17.5, from the date of the delivery certificate;
 - ii. at the moment that the Defects referred to in the delivery certificate have been remedied, irrespective of the presence of imperfections that do not prevent acceptance in accordance with Article 17.5.
- 17.6. Acceptance of the Product may not be withheld on grounds not related to the specifications laid down, nor on account of the existence of minor Defects, i.e. Defects that do not reasonably impede the operational or productive use of the Product. Furthermore, acceptance may not be withheld on account of aspects of the Product that can only be assessed subjectively, such as aesthetic aspects and aspects relating to user-friendliness.
- 17.7. Acceptance of the Product in one of the ways referred to in this Article will result in Netvlies being discharged from its obligations regarding the development and delivery of the Product. From that moment on, any management of the Product will be subject to an agreed maintenance contract and the Management chapter in these General Terms and Conditions.
- 17.8. After acceptance, Netvlies is not obliged to keep files, data, designs or other materials for the benefit of the Client and is never obliged to provide such materials to the Client.

USE AND MAINTENANCE OF SOFTWARE

In addition to the General Provisions in these General Terms and Conditions, the provisions set out in this chapter 'Use and Maintenance of Software' are applicable to all Products and other software provided by Netvlies. The rights and obligations referred to in this chapter relate exclusively to software in a form that is readable for a data-processing machine and recorded on material that is readable for such a machine, as well as to the related documentation, all this including any new versions to be provided by Netvlies. Where this chapter refers to Products, this also includes websites.

18. Right of use

- 18.1. After the Client has fully complied with its obligations under the Agreement, including full payment, Netvlies grants the Client the exclusive and non-transferable right to use the Product in accordance with the provisions of the Agreement and these General Terms and Conditions and to use it exclusively in and for the benefit of its own company or organisation and exclusively for the intended use.
- 18.2. The Client may only use products in its own company or organisation on the one processing unit and for a certain number or type of users or terminals for which the right of use has been granted. Unless otherwise agreed, the Client's processing unit on which the Product was first used and the number of terminals connected to that processing unit at the time of initial use are considered to be the processing unit and number of terminals for which the right of use was granted. In the event of any malfunctioning of the processing unit in question, the Product may be used on another processing unit for as long as the malfunctioning continues. The right of use may relate to several processing units in so far as this is expressly apparent from the Agreement.
- 18.3. The Client is not permitted to sell, lease, sub-licence, alienate Products and carriers on which these have been recorded or to grant limited rights to them or to make them available to a third party in any way or for any purpose whatsoever. Nor is the Client permitted to give a third party remote or non-remote access to the Products to be hosted by a third party, even if the third party in question uses the Products exclusively for the benefit of the Client. The Client will not modify the Products other than in the context of repairing errors. The Client will not use the software to process data for third parties ('time-sharing'). The source code of the Product and the technical documentation produced during the development of the Product are not made available to the Client, not even if the Client is prepared to pay financial compensation for making them available. The Client acknowledges that the source code is confidential in nature and that it contains trade secrets of Netvlies.

- 18.4. Immediately after the end of the right of use of the Product, the Client will return all copies of the Products in its possession to Netvlies. If the Parties have agreed that the Client must destroy the copies concerned at the end of the right of use, the Client will immediately notify Netvlies in writing of such destruction.

19. Maintenance

- 19.1. If a maintenance agreement has been entered into for a Product, the Client will notify Netvlies in detail of any errors found in the Product in accordance with the usual procedures of Netvlies. Upon receipt of the notification, Netvlies will make every effort to correct errors or make improvements in later new versions of the Product. Depending on the urgency of the case, the results will be made available to the Client in the manner and within the term to be determined by Netvlies. Netvlies is entitled to introduce temporary solutions or program bypasses or problem-avoiding restrictions into the Product. In the absence of explicit agreements in this regard, the Client itself will install, set up, parameterise and tune the corrected Product or the new version made available and, if necessary, adapt the equipment and user environment used for this purpose. Unless expressly agreed otherwise, Netvlies is not obliged to carry out data conversion.
- 19.2. Netvlies does not guarantee that a Product will work without interruption, errors or other defects or that all errors or other defects will be corrected.
- 19.3. The Client must request Netvlies for support via service@netvlies.nl. Netvlies undertakes to process requests for support within 5 working days, but is entitled to use response and recovery times at its own discretion, adapted to the urgency of the request and the number of outstanding requests for support. The work that is carried out in response to a request for support will be invoiced on the basis of actual costs, in accordance with the usual Netvlies hourly rate. Requests for support are understood to mean work that takes less than 4 hours.
- 19.4. If the Client has not entered into a maintenance agreement with Netvlies at the same time as entering into the Agreement to make the Product available, Netvlies cannot be held to enter into a maintenance agreement at a later time.

20. Exclusions

- 20.1. Work to examine or repair malfunctions resulting from improper use of the equipment or external causes, such as defects in communication lines or in the power supply, or connections with or use of equipment, software or materials not covered by the Agreement, are not part of Netvlies' obligations under the Agreement, and will be charged to the Client

separately at the usual rates.

20.2. The maintenance price does not include:

- a. replacement of consumables such as storage media;
- b. the replacement costs of parts as well as maintenance services for the repair of malfunctions that are wholly or partly caused by attempts to repair by any other party than Netvlies;
- c. activities for the partial or complete overhaul of the equipment;
- d. equipment modifications; or
- e. relocation, reinstallation of equipment, or activities as a result thereof.

21. Suppliers' Software

21.1. If and in so far as Netvlies makes software from third parties available to the Client, the terms and conditions of those third parties will apply to that software, provided that Netvlies has notified the Client of this in writing, replacing the provisions in these General Terms and Conditions. The Client accepts the aforementioned terms and conditions from third parties. These terms and conditions are available for the Client's inspection at Netvlies and Netvlies will send these terms and conditions to the Client at the Client's request free of charge. If and in so far as the aforementioned terms and conditions of third parties are deemed not to apply to the relationship between the Client and Netvlies, for whatever reason, or are declared inapplicable, the provisions of these General Terms and Conditions will apply in full.

HOSTING

In addition to the General Provisions in these General Terms and Conditions and the special provisions in the chapters 'Services', 'Development of Software' and 'Use and Maintenance of Software', the provisions set out in this chapter 'Hosting' will apply if Netvlies stores and transmits information on the instructions of the Client, stores it in a communication network or provides access to a communication network, hereinafter to be referred to as the 'Hosting Services'.

22. System malfunctions and maintenance

22.1. Netvlies will make every effort to enable the most undisturbed possible use of the Hosting Services.

22.2. However, Netvlies does not guarantee the uninterrupted availability, reliability and accessibility of the Hosting Services. Force majeure situations within the meaning of Article 6:75 of the Dutch Civil Code are in any case:

- a. internet connection failures;
 - b. hardware failures;
 - c. breakdowns in telecommunication or other networks such as the electricity network; or
 - d. other malfunctions which are beyond the control of Netvlies and which cannot reasonably be foreseen by it.
- 22.3. Netvlies is entitled – without prior notice – to temporarily interrupt the Hosting Services or to restrict their use, to the extent that this is reasonably necessary for maintenance or adjustments of the system that is required for this Service. In such cases, the Client is not entitled to compensation.
- 22.4. Netvlies is not obliged to make backups of the data or information stored by or for the Client on the systems of Netvlies.

23. Obligations of the Client

- 23.1. The Client is explicitly forbidden to distribute information, offer facilities or functionalities by or via websites hosted by Netvlies, if and in so far as this information is:
- a. contrary to any applicable legal provision;
 - b. contrary to the Agreement between Netvlies and the Client, including these General Terms and Conditions;
 - c. contrary to reasonable guidelines and instructions given by Netvlies;
 - d. contrary to the netiquette; or
 - e. contrary to the guidelines of the Advertising Code Committee [*Reclame Code Commissie*].
- 23.2. If Netvlies discovers – in any way whatsoever – that the Client is acting or has acted contrary to the previous paragraph, or that the Client has otherwise unmistakably distributed unlawful material via a website hosted by Netvlies, in the experience of Netvlies, it is entitled to immediately remove this material, without incurring any liability towards the Client for damages.
- 23.3. With regard to the content to be made public by the Client as well as the use of the Internet, the Client will at all times act with due care as may be expected of a prudent user. To this end, the Client will comply with all statutory provisions, as well as with the 'netiquette', and will, among other things, but not exclusively, refrain from: spamming, infringement of third party IP rights, disclosure or distribution of child pornography, sexual harassment or other harassing of persons, invasion of the privacy of others or damaging the reputation of others, hacking, carrying out DDoS attacks and other types of attacks, as well as the spreading of viruses, worms and other programmes that may harm individual systems or disrupt the functioning of the Internet itself.

- 23.4. The Client indemnifies Netvlies against claims from third parties for information or data which it makes public through or via its websites.
- 23.5. The Client indemnifies Netvlies against all claims from third parties, including but not limited to claims from Netvlies' supplier(s), resulting from failure by the Client to perform one of its obligations under the Agreement, more specifically this Article.
- 23.6. The Client is bound by the agreed maximum amount of disk space and data traffic. If this amount is exceeded, Netvlies is entitled to suspend its obligations under the Agreement or to charge the Client for the costs of exceeding this amount.
- 23.7. Upgrading of virtual hosting packages is possible at any time. Downgrading is only possible if the Client informs Netvlies at least 1 month before the end of the contract period.

DOMAIN NAMES

In addition to the General Provisions and the other chapters of these General Terms and Conditions, the provisions set out in this chapter 'Domain Names' apply to the registration of domain names by Netvlies for the benefit of the Client.

24. Domain name registration

- 24.1. Netvlies will only process an application for the registration of a domain name once it has received the appropriate order form, completed in full by an authorised person, accompanied by all other documents required for the application for registration.
- 24.2. Netvlies processes every application for a domain name registration to the best of its ability and in a professional manner. However, the Client acknowledges that the provision of a domain name registration is a best-efforts obligation and that Netvlies cannot guarantee that the domain name is still available at the time of application, nor that the domain name will be granted by the relevant authority. Netvlies accepts no liability whatsoever for the unavailability of a certain domain name, the rejection of the application for a certain domain name, the unused expiry of an objection or appeal period due to the absence of an instruction from the Client or possible claims by third parties with regard to a certain domain name.
- 24.3. If the application for a certain domain name is rejected, Netvlies will inform the Client in a timely manner and indicate whether there are possibilities for objection or appeal and within which period these means must be used. The Client itself is responsible for providing Netvlies with clear and complete instructions in such a timely manner that Netvlies can lodge an objection or appeal on behalf of the Client against the rejection of the application for domain name registration.

- 24.4. If the Client does not pay the amounts due as referred to in Article 6 within the agreed period of time, Netvlies is expressly not obliged, notwithstanding the other provisions of these General Terms and Conditions, to pay fees for domain names held by (Netvlies on behalf of) the Client.
- 24.5. The registration and use of a certain domain name are entirely and exclusively at the expense and risk of the Client; the Client must ascertain whether or not the domain name in question infringes any rights of third parties.