

Terms and Conditions Sendent B.V.

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Terms and conditions of Sendent B.V., located at De Greend 3(6019 EJ) in Wessem (the Netherlands), registered at the Chamber of Commerce under number 77328035 (hereinafter "supplier").

General Conditions

Article 1 Scope of Terms and Conditions

1. These Terms and Conditions apply to all offers and agreements in which the supplier delivers software and/or services, of any kind and under any name, to client directly or through an authorized reseller, so long as any agreement between client and reseller is consistent with the associated agreement between supplier and reseller.

2. The applicability of any of the client's purchase or other terms and conditions are hereby explicitly rejected.

3. If any clause in the Terms and Conditions is null and void or annulled, the rest of the clauses in the Terms and Conditions will remain in effect. In such cases, the supplier and the client will negotiate new clauses together to replace the nullified or annulled ones.

Article 2 Offers

1. All offers and other announcements from the supplier are without obligation, unless otherwise indicated in writing by the supplier. The client ensures the accuracy and comprehensiveness of the information provided by or on behalf of the client, that the supplier used to bases the offer on.

Article 3 Price and Payment

1. If the client is acquiring the service and/or software from an authorized reseller, the client shall pay the reseller in accordance with fees and prices set forth in the agreement between the client and the reseller. The supplier must receive a valid and acceptable order from the reseller before enabling the software and providing the service for the client.

If the client is purchasing the software and/or services directly from the supplier, the following terms in this Section 3, Price and Payment, apply.

2. All prices are exclusive of value-added tax (VAT) and other charges that have or will be imposed by the government, unless specifically stated otherwise. All prices listed by the supplier are in euros and the client must ensure payments are made in euros.

3. The client shall not have any rights or expectations from a pre-calculation or cost estimate provided by the supplier, unless parties have agreed otherwise in writing. An available budget made known to the supplier by the client shall only be a (fixed)

price agreed to by the parties for services to be provided by the supplier in case this has been specifically agreed upon in writing.

4. If it should be apparent from the agreement that the client consists of several natural persons and/or legal persons, each of these persons is jointly and severally liable to the supplier for the performance of the agreement.

5. In regard to the actions performed by the supplier and the sums owed by the client in this respect, the information from the supplier's financial records provides full and complete evidence, without prejudice to the client's right to provide proof to the contrary.

6. The prices agreed between the supplier and the client may be adjusted once each year, starting one year after the date of entry into contract, in case of changes to third party products and/or services and by the percentage increase over the previous 12 months in the Consumer price index (CPI) of the CBS.

7. In the agreement, the parties will record the date or dates on which the supplier invoices the client for the agreed services. The client will pay the invoices in accordance with the payment conditions agreed to or specified on the invoice. The client is not entitled to withhold payment, nor to settle outstanding payments.

8. If the client fails to pay any outstanding amounts (on time), the client owes interest on the outstanding amount, without the need for a reminder or default notice. On the occasion that the client fails to pay the outstanding amounts, even after receiving a reminder or default notice, the supplier is entitled to pass on its claim to a debt collection agency, in which case the client is obliged to pay all judicial and extrajudicial costs, including all costs calculated by external experts. This will not affect supplier's other legal and contractual rights.

9. In the event the client fails to pay any outstanding amounts, the service will automatically be modified to a Free License, without the need for a reminder or default notice.

Article 4 Duration of the agreement

1. If and insofar as the agreement between parties is a continuing performance contract, the agreement is entered into for the term agreed on by parties. A term of one year applies if a specific term has not been agreed on.

2. The agreement will be tacitly extended at the end of the term, each time for the same period originally agreed, unless the client or the supplier should terminate the agreement by serving written notice of termination, with due observance of a notice period of three (3) months prior to the end of the relevant term.

Article 5 Confidentiality

1. Client and supplier must ensure that any information received from the other party of which the receiving party knows or should know is confidential will be kept secret. This does not apply to the supplier in case and as far as the supplier is required to provide the information to a third party in accordance with a court decision or a legal requirement, or when doing so is necessary for the proper performance of the agreement by the supplier. The party that receives the confidential information can only use it for the purpose for which it was provided. Information is deemed confidential when it has been qualified as such by one of the parties. Parties will treat any personal data confidential.

2. The client acknowledges that software originating from the supplier is confidential in nature at all times and that it contains supplier's trade secrets of the supplier and its suppliers or the producer of the software.

Article 6 Privacy and data processing

1. Whenever it is necessary for the performance of the agreement, the client will, upon request of the supplier, inform the supplier in writing about the manner in which the client carries out his obligations under the legislation on the protection of personal data.

2. Client indemnifies supplier against claims from people whose personal data are or have been processed in the context of a personal data register kept by the client or for which the client is otherwise responsible by law, except for claims where the client proves that the facts on which it is based are attributable to the supplier.

3. The responsibility for the data processed by the client using a service from the supplier lies entirely with the client. The client guarantees to the supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The client indemnifies the supplier against any claim from a third party, on whatever grounds, related to the data or the performance of the agreement.

Article 7 Information Protection

1. If the supplier is obliged to provide some form of information protection under the agreement, this protection will meet the specifications agreed upon between the parties in writing. The supplier does not warrant that the provided protection is effective under all circumstances. In case the agreement does not include an explicit protection method, then the method will meet a standard that in terms of the latest technology, the sensitivity of the information, and the costs associated with the protection, is not unreasonable.

2. The access or identification codes and certificates provided to the client by the supplier are confidential and must be treated as such, and may only be disclosed to authorized personnel within the client's business. The supplier is entitled to change allocated access or identification codes and certificates.

3. The client must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Article 8 Rights of suspension and transfer of risk

1. Rights are, where appropriate, granted or transferred to the client on the condition that the client has paid all amounts under the agreement in full.

2. The supplier is allowed to retain any information, documents, software and/or data files received or created for the purpose of the agreement notwithstanding an existing obligation to hand over or transfer until the client has paid all amounts to the supplier in full.

3. The risk of loss, theft, misappropriation or damage of items, information (including usernames, codes and passwords), documents, software or data files created, supplied or used for the performance of the agreement will transfer to the client when he or someone on his behalf gets actual possession of the items and information referred to.

Article 9 Intellectual property

1. The transfer of an intellectual property right from the supplier to the client, can only be accomplished in writing. When parties agree, in writing, that an intellectual property right regarding software, websites, data files or other materials, specifically developed for the client, will transfer to the client, it does not affect the right or the ability of the supplier to change the development use and / or exploit underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like, without any restriction, for other purposes, either for himself or for third parties. Nor does the transfer of an intellectual property right affect the supplier's right to develop for himself or a third party similar or derived from that which is or will be done for the benefit of the client.

2. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, or other materials such as analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the client under the agreement rest solely with the supplier, its licensors or its suppliers. The client obtains the user rights explicitly granted in these terms and conditions, the agreement entered into by the parties in writing and the law. A right of use granted to the client is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

3. The client shall not (cause to) remove or modify or have modified any indication(s) concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right on the software, websites, data files, equipment or materials.

4. Even if the agreement does not explicitly provide for this, the supplier is always permitted to introduce technical provisions to protect equipment, data files, websites, software made available, software to which the client is granted direct or indirect access, and such in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The client will not remove or bypass such technical provisions or have them removed or bypassed.

5. The supplier indemnifies the client against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the supplier himself infringe an intellectual property right of said third party, subject to the condition that the client immediately informs the supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the supplier. The client will provide the necessary powers of attorney and information required to assist the supplier to defend himself against such claims. This obligation to indemnity ceases to apply when the alleged infringement concerns:

- a. materials made available to the supplier by the client for use, modification, processing or maintenance, or;
- b. changes made or commissioned by the client in the software, website, data files, equipment or other materials without the supplier's written permission.

When it is irrevocably proven in court that software, websites, data files, equipment or other materials developed by the supplier himself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the supplier, there is a good chance that such an infringement is occurring, the supplier will where possible ensure that the client can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or more far-reaching obligation for the supplier to indemnify the infringement of a third party's intellectual property right is excluded.

6. The client warrants that no third parties rights prevent him from making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the supplier for the purpose of use, maintenance, processing, installation or integration. The client indemnifies the supplier against any claim of a third party based on the claim that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.

7. The supplier is never obliged to perform data conversion unless this has been expressly agreed upon with the client in writing.

Article 10 Obligations to cooperate

1. The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely mutual cooperation. The client will always provide all cooperation reasonably required by the supplier in a timely manner.

2. The client bears the risk of selecting goods and/or services to be provided by the supplier. The client always takes the utmost care to guarantee that the requirements that the supplier must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardization sheets and such are non-binding for the supplier unless specifically stated otherwise by the supplier.

3. If the client deploys employees and/or contractors for the performance of the agreement, these people must have the required knowledge and experience. When supplier's employees perform work on location, the client provides the required amenities, such as workspaces with a computer and network capacities, in a timely manner and free of charge. The supplier is not liable for damages or costs due to transmission errors, malfunctions or the non-availability of these amenities unless the client proves that such damages or costs are the result of gross negligence or recklessness of supplier's management.

4. The workspace and amenities must meet all legal requirements. The client indemnifies the supplier against third parties claims, including from supplier's employees, who suffer damages in connection with the performance of the agreement which are the result of acts or omissions from the client or unsafe situations in the client's organization. The client shall communicate the house and security rules applicable within his organization to the employees employed by the supplier, prior to commencing work.

5. If the client makes software, equipment or other means available to the supplier in connection with the services and products of the supplier, the client is responsible for obtaining all necessary licenses or approvals with regard to these means which supplier may need.

6. The client is responsible for the management, including checking the settings, the use of the products supplied and/or services provided by the supplier, and the way in which the results of the products and services are used. The client is also responsible for the instruction to and use by users.

7. The client will, set up, parameterize, tune and if necessary adjust the (supporting) software required on his own equipment and adjust the equipment, other (supporting) software and user environment and achieve the interoperability desired by the client.

Article 11 Obligations to provide information

1. In order to enable the supplier to properly execute the agreement, the client will always provide the supplier with any

information that can reasonably be expected by the supplier in a timely manner.

2. The client warrants the accuracy and completeness of the information, designs and specifications provided to the supplier. When the data, information, designs or specifications provided by the client contain inaccuracies for the supplier, the supplier will inquire about these with the client.

3. For the purpose of continuity, the client will appoint a contact person (s) who will act as such for the duration of the supplier's work. The client's contact persons shall have the required experience, specific knowledge of the subject matter and a proper understanding of the objectives that the client wishes to achieve.

4. The supplier is only obliged to periodically provide information concerning the performance of the work to the client through the appointed contact person.

Article 12 Project and steering groups

1. When both parties participate, with one or more employees employed by them, in a project or steering group then the information will be provided in the manner agreed on in the project or steering group.

2. Decisions made in a project or steering group in which both parties participate will only be binding for the supplier when the decision-making takes place in accordance with what was agreed between the parties in writing or, in the absence of any such written agreements, when the supplier has accepted the decisions in writing. The supplier is not obliged to accept or implement a decision if, in its opinion, the decision is not in line with the content and/or proper performance of the agreement.

3. The client ensures that the people assigned to participate in a project or steering group are authorized to make binding decisions.

Article 13 Terms

1. The supplier will make any reasonable effort to comply to the greatest extent possible with the (delivery) deadlines and / or (delivery) dates specified by it or agreed between the parties. Partial (delivery) dates specified by the supplier or agreed between the parties always count as target dates, will not bind the supplier and are always indicative.

2. When there is a chance that a term will be exceeded, the supplier and client will consult to discuss the consequences of the exceedance for the future time schedule.

3. In any event, including in case the parties have agreed to a final (delivery) period or (delivery) date, the supplier will only be in default for exceeding this date after the client has notified the supplier of being in default in writing and a reasonable period is granted to the supplier to remedy the breach has expired. The default notice must describe the breach as comprehensively and

in as much detail as possible in order to give the supplier the opportunity to respond adequately.

4. In case it has been agreed that the performance of the agreed work will take place in stages, the supplier is entitled to postpone the commencement of work from one of those stage until the client has approved the results of the previous stage in writing.

5. The supplier is not subjected to a (final) (delivery) date (delivery) term, in case parties change the content or scope of the agreement (additional work, a change of specifications and so on) or change the approach with respect to performance of the agreement, or if the client fails to fulfil its obligations arising from the agreement or fails to do so on time or in full. The occurrence of (demand for) additional work during the performance of the agreement is never a reason for the client to terminate or nullify the agreement.

Article 14 Termination and cancellation of the agreement

1. Each of the parties is entitled to terminate the agreement due to an attributable shortcoming in the performance of the agreement only if the other party, always after a written default notice has been issued that is as detailed as possible and that grants a reasonable period to remedy the breach, fails to fulfil essential obligation un the agreement. Payment obligations of the client and all obligations to cooperate and / or provide information by the client or a third party to be engaged by the client are considered to be essential obligations under the agreement.

2. If the client, at the time of the termination, already received services for the performance of the agreement, these services and the related payment obligations will not be subject to cancellation, unless the client proves that the supplier is in default with regard to the essential part of those services. Amounts that the supplier has invoiced prior to the termination related to what has already been duly performed or delivered for the performance of the agreement, remain owing subject to the provisions of the previous sentence and become immediately due at the time of the termination.

3. Whenever an agreement which by its nature and content does not end by completion has been entered into for an undetermined period of time, the agreement can be terminated in writing by either party after proper consultation and giving reasons for the termination. In case parties did not agree to a notice period, a reasonable notice period for termination is required. The supplier is never obliged to pay any compensation due to termination.

4. The client cannot terminate a fixed-term agreement.

5. Either party may terminate the agreement in writing, in whole or in part, without notice and with immediate effect, if the other party is into administration, provisional or not, a request for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for reorganization or merging purposes. The supplier can also terminate the agreement

wholly or partially with immediate effect, without notice, if control over the client's business changes directly or indirectly. The supplier is not obliged to reimburse received funds or pay any amount in compensation due to termination as referred to in this section. In the event that the client goes bankrupt, the client's right to use the software, websites etc. and the client's right to access and / or use the services of the supplier will end without any action required from the supplier.

Article 15 Liability of the supplier

1. The supplier's total liability due to an attributable failure in the performance of the agreement or any other legal basis, including each and every failure to meet a guarantee or indemnification obligation agreed on with client, is limited to compensation for direct damages up to a maximum of the price stipulated in that particular agreement (excluding VAT). In case the agreement is mainly a continuing performance agreement for more than one year, the price specified for that agreement is set at the total amount of the payments (excluding VAT) for one year. However, the supplier's total liability for direct damages, on any legal basis, will never exceed € 25.000 (twenty-five thousand euros). The suppliers liability in case of a Free License is excluded.

2. The supplier's total liability for damages caused by death or personal injury or material damage to goods will never exceed € 250.000 (two hundred fifty thousand euros).

3. The supplier's liability for indirect (special) damages, lost profits, lost savings, reduced value, business interruption damages, damages due to claims from client's clients, loss arising from the use of goods, materials or software of third parties appointed to the supplier by the client and loss arising from the engagement of suppliers appointed to the supplier by the client is excluded. The supplier's liability for corruption, destruction or loss of data or documents is also excluded.

4. The exclusions and limitations of supplier's liability described in paragraphs 15.1, 15.2 and 15.3 are entirely without prejudice to the other exclusions and limitations of the supplier's liability described in these terms and conditions.

5. The exclusions and limitations referred to in paragraphs 15.1, 15.2, 15.3 and 15.4 will not apply when the damage is the result of gross negligence or recklessness from supplier's management.

6. Unless performance by the supplier is permanently impossible, the supplier is only liable for an accountable failure in the performance of an agreement when the client gives the supplier a default notice in writing without delay and grants the supplier a reasonable period to remedy the breach, and the supplier fails to fulfil its obligations even after this period has expired. The default notice must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.

7. A prerequisite for any compensation right is the client reporting the damages to the supplier in writing as soon as possible after the damage has occurred. Every compensation claim against the supplier expires by the mere lapse of a 24 months period after the claim arose unless the client has filed legal action for damages prior to the expiry of this period.

8. The client indemnifies the supplier against any and all claims of third parties due to product liability as a result of a defect in a product or system that the client supplied to a third party which in part consisted of equipment, software or other materials supplied by the supplier, unless the client proves that the damage was caused by said, software or other materials referred to.

9. The provisions of this article, as well as all other limitations and exclusions of liability referred to in these terms and conditions, also apply for the benefit of all natural persons and legal entities that the supplier engages for the performance of the agreement.

Article 16 Force majeure

1. Neither party is obliged to fulfil any obligation, including any legal and/or agreed warranty, if it is prevented from doing so by force majeure. Force majeure on the supplier's side includes:

- (i) force majeure from supplier's contractors;
- (ii) failing to properly comply with obligations from contractors assigned to the supplier by the client;
- (iii) defects in items, equipment, software or third party materials of third parties the use of which was assigned to the supplier by the client;
- (iv) government rules;
- (v) power failures;
- (vi) Internet, data network or telecommunication facilities failures; and
- (vii) war.

2. Whenever a force majeure situation lasts longer than sixty days, each of the parties has the right to terminate the agreement in writing. In that case, what has already been performed under the agreement will be charged for proportionally without the parties owing each other anything else.

Article 17 Adjustments and additional work

1. If, at client's request or after client's prior consent, supplier has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, client is charged for these activities or for these goods or services on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of supplier's applicable rates. Supplier is not obliged to honour such request and may require that, to that purpose, a separate agreement should be entered into in writing.

2. Insofar as a fixed price has been agreed on for the agreement, the supplier shall upon request, inform the client in writing about the financial consequences of the extra work or services as referred to in this article.

Article 18 Varia

1. The client may not sell, transfer or pledge its rights and obligations under the agreement to a third party.
2. Supplier may make amendments to these Terms of Use. In case of an amendment, supplier will give client at least 30 days notice thereof. An amendment will be considered to be accepted by client and will enter into force on the date determined by supplier, if client does not reject the amendment within 30 days following the notification thereof. If client rejects the amendment, supplier will be entitled to terminate the Agreement by giving at least 30 days notice of termination with effect from the end of a calendar month. In that case supplier shall refund all amounts prepaid by client and are no longer due
3. The supplier is entitled to sell, transfer or pledge its payment claims to a third party.

Article 19 Applicable law and disputes

1. Agreements between the supplier and client are governed by Dutch law.
2. Disputes that arise as a result of the agreement between the parties and/or as a result of further agreements that result therefrom, will be submitted exclusively to the competent courts of Limburg, The Netherlands.

Software

The provisions in this 'Software' chapter will apply in addition to the general provisions.

Article 20 Right of use and usage restrictions

1. The supplier makes the agreed computer programs and agreed user documentation available for use to the client on the basis of a user license during the term of the agreement, hereinafter referred to as 'the software'. The right to use the software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
2. The supplier's obligation to make the software available and the client's right of use extend exclusively to the software's object code. The client's right of use does not extend to the software's source code. The source code of the software and the technical documentation made during the development of the software are not made available to the client, even if the client is willing to pay a financial compensation for this.
3. The client shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.
4. The supplier may require that the client only start using the software after having received one or more codes needed for use from the supplier, the supplier's contractor or the producer of the software. The supplier is always entitled to take technical measures to protect the software against unlawful use and/or

against use in a manner or for purposes other than the manner or purposes agreed between the parties. The client will never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.

5. The client may only use the software in and for its own company or organization and only as far as doing so is necessary for the intended use. The client will not use the software for third parties, for example in the context of 'Software as a Service' (SaaS) or 'outsourcing'.
6. The client will never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software and the carriers on which the software is or will be recorded, in any way, for whatever purpose or under whatever title. Nor will the client give a third party, whether or not remotely (online), access to the software or place the software with a third party for hosting, even if the third party in question uses the software exclusively for the benefit of the client.
7. Upon request, the client will immediately cooperate with any investigation to be carried out by or on behalf of the Supplier regarding compliance with the agreed usage restrictions. The client will grant access to its buildings and systems at the supplier's first request. Supplier will treat all confidential business information that it receives from or at the client in the context of an investigation, as far as that information does not concern the use of the software itself, confidentially.
8. The parties agree that the agreement between the parties, as far as this relates to the provision of software for use, will never be considered a purchase agreement.
9. The supplier is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the abovementioned, the supplier is asked to perform maintenance work and/or provide support with regard to the software, the supplier may require the client to enter into a separate written agreement for this.

Article 21 Delivery and installation

1. The supplier will make the software available online to the client before delivery. Any agreed user documentation is made available in digital form in a language determined by the supplier.
2. The supplier shall only install the software at the client's business location if this has been agreed upon. In the absence of agreements in this regard, the client himself will install, set up, parameterize, tune the software and if necessary adjust the used equipment and user environment.

Article 22 Acceptance

1. When the parties have not agreed on an acceptance test, the client accepts the software in the state in which it is at the time of delivery ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the supplier's obligations

under the guarantee scheme as set out in article 26. In the aforementioned instance, the software is deemed to have been accepted by the client upon delivery or, if installation by the supplier has been agreed in writing, upon completion of installation.

2. The provisions of sections 22.3 up to and including 22.10 will apply if an acceptance test has been agreed between the parties.

3. In these terms and conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software explicitly stated by the supplier in writing and, in the case of the software being wholly or partly customized, to meet the functional or technical specifications explicitly agreed in writing. An error only exists if it can be demonstrated by the client and if it is reproducible. Client is obliged to report errors immediately. Supplier has no obligation whatsoever with regard to other defects in or to the software than with regard to errors within the meaning of these terms and conditions.

4. In case an acceptance test has been agreed, the test period is 14 days following delivery or, if installation by the supplier has been agreed in writing, 14 days following the completion of installation. The client may not use the software for production or operational purposes during the test period. The client will carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

5. In case an acceptance test has been agreed, the client must check whether the software delivered meets the functional or technical specifications explicitly stated by the supplier in writing and, if and as far as the software relates wholly or partially to customized software expressly agreed functional or technical specifications.

6. The parties shall deem the software to have been accepted:

- when the parties have agreed on an acceptance test: on the first day following the test period, or
- when the supplier receives a test report as referred to in article 22.7 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to article 22.8, do not prevent acceptance, or
- when the client uses the software in any way for production or operational purposes: at the time at which this use occurs.

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

8. The client may not withhold acceptance of the software for reasons not related to the specifications explicitly agreed in writing between the parties and, also not because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, without prejudice to the supplier's obligation to fix these minor errors in the context of the guarantee scheme referred to in article 31. In addition, acceptance may not be withheld due to aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.

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

10. Acceptance of the software in one of the ways referred to in this article will discharge the supplier of its obligations regarding making the software available and delivering the software and, if installation of the software by the supplier has also been agreed, of its obligations regarding installation. Acceptance of the software shall be without prejudice to the client's rights based on article 22.8 regarding minor defects and Article 31 regarding the warranty.

Article 23 Availability

1. The supplier makes the software available within a reasonable timeframe after entering into the agreement.

2. Following the end of the agreement, the client will immediately return all copies of the software in its possession to the supplier. If it has been agreed that the client must destroy the copies concerned at the end of the agreement, the client immediately reports the destruction of the copies to the supplier in writing. At or following the end of the agreement, the supplier is not obliged to provide assistance for the purpose of a data conversion desired by the client.

Article 24 Payment for the right of use

1. The fee to be paid by the client is due at the agreed times or, if a time has not been agreed:

a. when the parties have not agreed that the supplier installs the software:

- When the software is delivered;
- or, in case of periodic payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;

b. when the parties have agreed that the supplier installs the software:

- upon completion of installation;
- or, in case of periodic payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term;

Article 25 Changes to the software

1. Subject to exceptions provided for by law, the client may not change all or part of the software without the prior written consent of the supplier. The supplier is entitled to refuse or attach conditions to such consent. The client bears full risk of all changes made by or on behalf of the client by third parties, with or without the supplier's permission.

Article 26 Warranty

1. The supplier will make every effort to fix errors within a reasonable period if these errors are reported in writing in a detailed manner to the supplier within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. The supplier does not guarantee that the software is suitable for actual and/or the intended use. Nor does the supplier guarantee that the software will operate without interruption and/or that all errors will always be rectified. Rectifications will be carried out free of charge unless the software was developed on the instructions of the client other than for a fixed price, in which case the supplier charges for the costs of rectifying in accordance with its usual rates.

2. The supplier may charge the costs of rectifications in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the client, or as a result of causes that cannot be attributed to the supplier. The obligation to rectify errors expires if the client makes changes in the software or has changes made without the supplier's written consent.

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

4. The supplier is not obliged to recover data that has been corrupted or lost.

5. The supplier has no obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the warranty period referred to in article 26.2.

Software-as-a-service (SaaS)

The provisions in this section 'Software-as-a-service (SaaS)' apply, apart from the General provisions of these general terms, if supplier performs services under the name or in the field of Software-as-a-Service (also referred to as: Service).

Article 27 Provision of Service

1. The provision of the Service shall commence within a reasonable term following the conclusion of the Agreement.

2. The client may not allow third parties to make use of the Service.

3. The supplier may continue to provide the Service using a new or modified version of the Service. The supplier is not obliged to maintain, modify or add certain features or functionalities to the Service specifically for the client.

4. The supplier may temporarily put all or part of the Service out of operation for preventive, corrective or adaptive maintenance or other forms of service. The supplier shall not allow the period during which the Service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.

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

6. The client is responsible for the management, including checking the settings and use of the Service. The client is also responsible for appropriately instructing users and for the use made by users and their compliance with these terms and conditions.

Article 28 Performing of Services

1. The supplier performs its Services with care to the best of its ability. All Services provided by the supplier are performed on the basis of a best-efforts obligation.

2. The supplier is not liable for any damage suffered or costs incurred as a result of the use or misuse that is made of access or identification codes or certificates or any other security means unless the misuse is the direct result of any intent or deliberate recklessness on the part of supplier's management.

3. The supplier is not obliged to follow the client's instructions when performing the Services, more particularly not if these instructions change or add to the content or scope of the services agreed on.

Article 29 Guarantees

1. The supplier does not guarantee that the Service and other materials made available and held in the context of the Service is free of errors and functions without interruption. The supplier shall make efforts to fix Errors within a reasonable term if and insofar as the matter concerns software developed by the supplier and the client has provided a detailed, written description of the defects concerned to the supplier. In this Agreement an Error means a substantial failure of the Service to meet the functional or technical specifications of the Service expressly made known by the supplier in writing.

2. Where there are grounds for doing so, the supplier may postpone the fixing of defects until a new version of the Service is put into operation. The supplier is entitled to install temporary solutions, program bypasses or problem avoiding limitations in the Service. If specific software was developed on the instructions

of the client, the supplier may charge for the costs of fixing to the client in accordance with the supplier's usual rates.

3. Based on the information provided by the supplier concerning measures to prevent and limit the effects of malfunctions, defects in the Service, corruption or loss of data or other incidents, the client shall identify and list the risks to its organisation and take additional measures if necessary. Supplier declares that it is prepared to provide assistance, at the client's request, to the extent reasonable and according to the financial and other conditions set by the supplier, with respect to further measures to be taken by the client. The supplier is never obliged to recover data that has been corrupted or lost.

Software maintenance and support

The provisions included in this chapter 'Software maintenance and support' apply if the supplier performs services in the field of software maintenance and support in the use of software.

Article 30 Maintenance services

1. When agreed, the supplier will perform maintenance work with respect to the software specified in the agreement. The maintenance obligation includes rectifying errors in the software within the meaning of article 29 and, only if agreed in writing, making new versions of the software available in accordance with article 31.

2. The client must report errors discovered in the software in detail. Following receipt of the report, the supplier shall use its usual procedures to the best of its ability to rectify errors and / or make improvements to subsequent new versions of the software. Depending on the urgency and the supplier's version and release policy, the results will be made available to the client in a manner and within a timeframe determined by the supplier. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The client himself will install, organize, parameterize and tune the rectified software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.

3. The provisions of articles 26.3 and 26.4 apply accordingly.

4. If the supplier performs maintenance work online, the client shall ensure timely and proper infrastructure and network facilities.

5. The client will provide all cooperation required by the supplier with regard to maintenance, including temporarily discontinuing use of the software and making a backup of all data.

6. When the maintenance relates to software that was not supplied to the client by the supplier, the client will, if the supplier considers this necessary or desirable for the maintenance, make the source code and the technical (development) documentation of the software, including data models, designs, change logs and

the like, available. The client guarantees that it is entitled to make the such items available. The client grants the supplier the right to use and change the software, including the source code and technical (development) documentation, to carry out the agreed maintenance work.

7. The maintenance carried out by the supplier does not affect the client's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The client himself will install, organize, parameterize and tune the software and support software required and, if necessary, adjust the equipment, other software and user environment used and adjust the interoperability desired by the customer.

Article 31 New versions of software

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

2. Three months after an improved version has been made available, the supplier is no longer obliged to rectify errors in the previous version and to provide support and/or perform maintenance work on a previous version.

3. The supplier may require that the client enters into an additional written agreement with the supplier for a version with new functionality and that an additional fee is paid for this version. The supplier may incorporate functionality from a previous version of the software in unchanged form, but does not guarantee that each new version includes the same functionality as the previous version. The supplier is not obliged to maintain, modify, or add certain features or functionalities of the software specifically for the client.

4. The supplier may require that the client modifies its system (equipment, software and the like) if this is necessary for the proper functioning of a new version of the software.

Article 32 Support services

1. In case the services provided by the supplier under the agreement also include the provision of support to users and/or administrators of the software, the supplier will provide, by telephone or email, advice on the use and functioning of the software specified in the agreement. The supplier may impose conditions on the qualifications and the number of persons eligible for support. The supplier will process properly substantiated requests for support within a reasonable timeframe in accordance with its usual procedures. The supplier does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support is provided on working days during the supplier's usual business hours.

2. The maintenance and other agreed services as referred to in this chapter will be performed from the day the agreement is entered into, unless the parties have agreed otherwise in writing.