STANDARD TERMS AND CONDITIONS OF SALE

The below text serves as a suggestion and does not engage Odoo S.A. responsibility.

1. The client explicitly waives its own standard terms and conditions, even if these were drawn up after these standard terms and conditions of sale. In order to be valid, any derogation must be expressly agreed to in advance in writing.
2. Our invoices are payable within 21 working days unless another payment timeframe is indicated on either the invoice or the order. In the event of non-payment by the due date, SMART-obc Curacao reserves the right to request a fixed interest payment amounting to 10% of the sum remaining due. SMART-obc Curacao will be authorized to suspend any provision of services without prior warning in the event of late payment.
3. If a payment is still outstanding more than sixty (60) days after the due payment date, SMART-obc Curacao reserves the right to call on the services of a debt recovery company. All legal expenses will be payable by the client.
4. Certain countries apply withholding at source on the number of invoices, in accordance with their internal legislation. Any withholding at source will be paid by the client to the tax authorities. Under no circumstances can SMART-obc Curacao become involved in costs related to a country's legislation. The amount of the invoice will therefore be due to SMART-obc Curacao in its entirety and does not include any costs relating to the legislation of the country in which the client is located.
5. SMART-obc Curacao undertakes to do its best to supply performant services in due time in accordance with the agreed timeframes. However, none of its obligations can be considered as being an obligation to achieve results. SMART-obc Curacao cannot under any circumstances, be required by the client to appear as a third party in the context of any claim for damages filed against the client by an end consumer.
6. In order for it to be admissible, SMART-obc Curacao must be notified of any claim by means of a letter sent by recorded delivery to its registered office within 8 days of the delivery of the goods or the provision of the services.
7. All our contractual relations will be governed exclusively by Curaçao law.

All of our activities are performed under the terms and conditions as expressed by the ICT Office in the Netherlands.

More, in particular, the General module and the modules: Software development, Software maintenance, Developments maintenance website, and Web hosting are applicable.

**ICT~Office Terms and Conditions**

The ICT~Office Terms and Conditions have been filed with the Chamber of Commerce Midden-Nederland under number 30174840.

GENERAL

1. Applicability ICT~Office Terms

1.1 The ICT~Office Terms have been drawn up by ICT~Office. The ICT~Office Terms consist of the present module General and the following separate specific modules:

1. Software Licence

2. Software Development

3. Maintenance of software

4. Application Service Provision, Software as a Service in Computer service

5. Website development and maintenance

6. Web hosting

7. Secondment services

8. Education and training services

9. Advice, consultancy and project management

10. Other services

11. Sale of ICT, telecommunications and office equipment and other items

12. Renting of ICT, telecommunications, and office equipment

13. Maintenance of ICT, telecommunications, and office equipment

14. Internet access

15. Telecommunication services

16. Financing and leasing of ICT.

1.2 This General module of the ICT~Office Terms and Conditions shall apply to all offers and agreements whereby supplier provides goods and/or services of whatever nature and under whatever name to the client. Also applicable are the specific module or modules of the ICT~Office Terms and Conditions agreed upon between supplier and client. If this General Module of the ICT~Office Terms and Conditions is inconsistent or incompatible in any respect with the provisions of the specific module or modules of the ICT~Office Terms and Conditions agreed between Supplier and Customer, the provisions of the specific module or modules concerned shall prevail.

1.3 Where in the ICT~Office Terms and Conditions the term "General Terms and Conditions" is used, this shall mean the provisions of this General Module in combination with the provisions of one or more agreed specific modules of the ICT~Office Terms and Conditions.

1.4 Deviations and additions to these General Terms and Conditions shall only be valid if they have been agreed in writing between parties.

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

1.6 If any provision of these General Terms and Conditions is null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force. The Supplier and the Customer shall in that case consult with a view to agreeing new provisions to replace the null and void or annulled provisions, whereby the object and purport of the null and void or annulled provisions shall be observed as much as possible.

2. Offers

2.1 All offers and other expressions of the supplier are without obligation, unless indicated otherwise by the supplier in writing.

2.2 The Customer warrants the accuracy and completeness of the data provided by or on behalf of the Customer to the Supplier on which the Supplier bases its offer. The Customer shall always exercise the utmost care to ensure that the requirements to be met by the Supplier's performance are correct and complete. Dimensions and data mentioned in drawings, images, catalogues, websites, quotations, advertising material, standardization sheets and the like shall not be binding on the supplier, unless the supplier expressly states otherwise.

3. Price and payment

3.1 All prices are exclusive of sales tax (VAT) and other levies imposed or to be imposed by the authorities. Unless otherwise agreed, all prices shall always be in euros and the Customer shall pay all payments in euros.

3.2 All preliminary calculations and budgets issued by the Supplier shall only be of an indicative nature, unless the Supplier states otherwise in writing. The Customer can never derive rights or expectations from a preliminary calculation or budget provided by the Supplier. An available budget indicated to the Supplier by the Customer shall never be considered a fixed or other price agreed between the Parties for the work to be performed by the Supplier. The Supplier shall only be obliged to inform the Customer if an estimate or budget provided by the Supplier is likely to be exceeded if this has been agreed between the Parties in writing.

3.3 If the Customer consists of multiple natural persons and/or legal entities, each of those persons shall be jointly and severally liable to pay the amounts owed under the Agreement.

3.4 As regards the performance performed by the Supplier and the amounts owed by the Customer in that regard, the relevant documents and data from the Supplier's administration or systems shall be conclusive evidence, notwithstanding the Customer's right to provide evidence to the contrary.

3.5 If the Customer has a periodic payment obligation, the Supplier shall be entitled to adjust the applicable prices and rates by providing written notice at least three months in advance. If the Customer does not wish to agree to such an adjustment, the Customer shall, within thirty days after the notice, be entitled to terminate the Agreement in writing before the date on which the adjustment would take effect. However, the Customer shall not have such right of termination if the Parties have agreed that the applicable prices and rates shall be adjusted taking into account an index or other standard agreed between the Parties.

3.6 The parties shall record in the Agreement the date or dates on which the Supplier shall charge the Customer the fee for the agreed performance. Amounts due shall be paid by the Customer in accordance with the payment conditions agreed or stated on the invoice. In the absence of a specific arrangement, the Customer shall pay within a period to be determined by the Supplier after the invoice date. The Customer shall not be entitled to suspend any payment or to set off amounts owed.

3.7 If the Customer does not pay the amounts owed or does not pay them on time, the Customer shall owe statutory commercial interest on the outstanding amount, without any demand or notice of default being necessary. If the Customer still fails to pay the claim after a demand for payment or notice of default, the Supplier can pass on the claim for collection, in which case, in addition to the total amount owed, the Customer shall also be obliged to pay all judicial and extrajudicial costs, including all costs charged by external experts.

4. Confidentiality and taking over personnel

4.1 The Customer and Supplier shall ensure that all information received from the other party which is known or should reasonably be known to be of a confidential nature shall remain secret. The party receiving confidential data shall only use it for the purpose for which it was provided. Information shall in any event be considered confidential if it is designated as such by either party.

4.2 Each of the parties shall, during the term of the agreement as well as one year after the end thereof, only with the prior written

consent of the other party, employ or otherwise have employees of the other party who are or have been involved in the execution of the agreement work for them, directly or indirectly. Such consent may be subject to conditions.

5. Privacy, data processing and security

5.1 If the Supplier considers it important for execution of the Agreement, the Customer shall, upon request, immediately inform the Supplier in writing about the manner in which the Customer is executing its obligations under personal data protection laws.

5.2 The Customer shall indemnify the Supplier against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by the Customer or for which the Customer is responsible under law or otherwise, unless the Customer proves that the facts underlying the claim are solely imputable to the Supplier.

5.3 Responsibility for the data processed using a service provided by the Supplier shall lie solely with the Customer. The Customer warrants to the Supplier that the contents, use and/or processing of the data are not unlawful and do not infringe any rights of a third party. The Customer shall indemnify the Supplier against any legal claim by third parties, on whatever grounds, in connection with these data or the performance of the Agreement.

5.4 If the Supplier is obliged under the Agreement to provide some form of information security, such security shall meet the specifications concerning security as agreed between the Parties in writing. The Supplier never guarantees that the information security will be effective under all circumstances. In the absence of explicitly defined security in the agreement, the security will meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved in providing the security.

5.5 If computer, data, or telecommunications facilities are used in executing the Agreement or otherwise, the Supplier shall be entitled to assign access or identification codes to the Customer. The Supplier shall be entitled to change assigned access or identification codes. The Customer shall treat the access and identification codes as confidential and with due care and shall only disclose them to authorized employees. The Supplier shall never be liable for damage or costs resulting from use or misuse of access or identification codes unless the misuse was possible as a direct consequence of an act or omission by the Supplier.

6. Retention of title and rights, specification, and suspension

6.1 All items delivered to the Customer shall remain the Supplier's property until all amounts owed by the Customer to the Supplier under the agreement concluded between the parties have been paid to the Supplier in full. A Customer acting as a reseller shall be allowed to sell and resupply all items subject to the Supplier's retention of title to the extent customary in the normal course of its business. If the Customer creates a new object (partly) from objects delivered by the Supplier, the Customer shall create that object only for the Supplier and the Customer shall hold the newly created object for the Supplier until the Customer has paid all amounts owed under the Agreement; in that case, the Supplier shall remain the owner of the newly created object until the Customer has paid in full.

6.2 The property law consequences of the retention of title to an export item shall be governed by the law of the State of destination if that law contains more favorable provisions for the Supplier in this regard.

6.3 Where appropriate, rights, including rights of use, shall be granted, or transferred to the Customer on the condition that the Customer has fully paid all fees due under the agreement concluded between the parties. If the Parties have agreed on a periodic payment obligation of the Customer for the granting of a right of use, the Customer shall have the right of use as long as it fulfils its periodic payment obligation.

6.4 The Supplier may maintain possession of the objects, products, proprietary rights, data, documents, software, databases and interim or other results of the Supplier's services received or generated in connection with the Agreement, notwithstanding any existing obligation to surrender or transfer, until the Customer has paid all amounts owed to the Supplier.

7. Risk

7.1 The risk of loss, theft, embezzlement or damage to objects, products, data, documents, software, databases, or data (codes, passwords, documentation etc.) which are produced or used in executing the Agreement shall pass to the Customer at the time they are placed at the actual disposal of the Customer or an assistant of the Customer. Insofar as these objects are in the actual power of disposal of the Supplier or auxiliary persons of the Supplier, the Supplier shall bear the risk of loss, theft, embezzlement, or damage.

8. Intellectual property rights

8.1 If the Supplier is prepared to undertake to transfer an intellectual property right, such an obligation may only be entered into expressly in writing.

If the Parties agree in writing that an intellectual property right regarding software, websites, databases, equipment or other materials specifically developed for the Customer shall be transferred to the Customer, this shall not affect the Supplier's right or ability to use and/or exploit, either for itself or for third parties, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying that development, without any limitation for other purposes. Nor does the transfer of an intellectual property right affect the supplier's right to make developments for itself or a third party that are similar or derived from those made or to be made for the client.

8.2 All intellectual property rights to the software, websites, databases, equipment, or other materials developed under the Agreement or provided to the Customer, such as analyses, designs, documentation, reports, offers, as well as preparatory materials in connection therewith, shall be held solely by the Supplier, its licensors, or its suppliers. The Customer shall only acquire the rights of use expressly granted in these General Terms and Conditions and by law.

A right of use to which the Customer is entitled shall be non-exclusive, non-transferable to third parties and non-sub-licensable.

8.3 The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment, or materials.

8.4 Even if the Agreement does not expressly provide for an authorization to do so, the Supplier shall be allowed to install technical provisions to protect the software, equipment, databases, websites, and the like in connection with an agreed limitation of the substance or duration of the right to use these objects. The Customer shall never be allowed to remove such a technical provision or have it removed or circumvented.

8.5 The Supplier shall indemnify the Customer against any third-party cause of action based on the claim that software, websites, databases, equipment or other materials developed by the Supplier itself infringe an intellectual property right of that third party, on the condition that the Customer immediately inform the Supplier in writing about the existence and substance of the cause of action and let the Supplier handle the matter completely, including with respect to agreeing to any settlements. To that end, the Customer shall provide the necessary powers of attorney, information, and cooperation to the Supplier to defend against these legal actions, if necessary, in the Customer's name. This indemnification obligation shall be extinguished if the alleged infringement relates (i) to materials provided by the Customer to the Supplier for use, adaptation, processing, or incorporation, or (ii) to changes the Customer has made or caused a third party to make, without the Supplier's written permission, to the software, website, databases, equipment, or other materials. If it has been irrevocably established at law that the software, websites, databases, equipment or other materials developed by the Supplier itself infringe any intellectual property right belonging to a third party or if, in the Supplier's judgment, there is a good chance that such an infringement has occurred, the Supplier shall, if possible, ensure that the Customer can continue to use the delivered software, websites, databases, equipment or materials, or functionally equivalent other software, websites, databases, equipment or materials. Any other or more extensive indemnification obligation on the part of the Supplier shall be excluded.

8.6 The Customer warrants that no third-party rights preclude making equipment, software, materials intended for websites (visual material, text, music, domain names, logos, hyperlinks etc.), databases or other materials, including design materials, available to the Supplier for use, adaptation, installation, or incorporation (e.g., in a website). The Customer shall indemnify the Supplier against any claim by a third party based on the claim that such provision, use, adaptation, installation, or incorporation infringes any right of that third party.

9. Cooperation obligations

9.1 The Parties acknowledge that the success of work in the field of information and communication technology generally depends on correct and timely mutual cooperation. To enable the Supplier to properly execute the Agreement, the Customer shall always provide the Supplier in a timely manner with all data or information which the Supplier deems useful, necessary, and desirable and shall provide all cooperation. If the Customer utilizes its own employees and/or auxiliary persons in cooperating in the execution of the Agreement, these employees and these auxiliary persons shall possess the necessary know-how, expertise, and experience.

9.2 The Customer shall bear the risk of selecting, using, applying, and managing in its organization the equipment, software, websites, databases and other products and materials and the services to be provided by the Supplier. The Customer itself shall be responsible for the proper installation, assembly, and start-up and for the proper settings of the equipment, software, websites, databases and other products and materials.

9.3 If the Customer does not provide the Supplier with data, documents, equipment, software, materials or employees which the Supplier deems useful, necessary or desirable for executing the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfil its obligations, the Supplier shall be entitled to suspend execution of the Agreement in whole or in part, and the Supplier shall also be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to the Supplier's right to exercise any other legal and/or agreed right.

9.4 In the event that employees of the Supplier perform work on-site at the Customer's, the Customer shall provide the facilities reasonably desired by those employees free of charge, such as a working space with computer, data, and telecommunications facilities. The working space and facilities shall comply with all statutory and other applicable requirements concerning working conditions. The Customer shall indemnify the Supplier against claims by third parties, including the Supplier's employees, who, in executing the Agreement, suffer injury which is the result of acts or omissions by the Customer or of unsafe situations in its organization. The Customer shall inform the employees used by the Supplier of the company and security rules applicable within its organization before the work commences.

9.5 If computer, data, or telecommunications facilities, including the Internet, are used in executing the Agreement, the Customer shall be responsible for carefully selecting the necessary resources and for making them fully and timely available, except for those faculties directly used and managed by the Supplier. The Supplier shall never be liable for damage or expenses due to transmission errors, malfunctions, or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or intentional recklessness on the part of the Supplier's management.

10. Delivery terms

10.1 All (delivery) periods and (completion) dates stated or agreed by the Supplier have been set to the best of the Supplier's knowledge based on the information known to it when the Agreement was concluded. Interim delivery and other dates mentioned by the Supplier or agreed between the Parties shall always be target dates, shall not be binding on the Supplier and shall always be of an indicative nature only. The Supplier shall make reasonable efforts to observe latest (delivery) periods and latest (completion) dates as much as possible. The Supplier shall not be bound by a firm or non-firm delivery or other period or date which can no longer be met owing to circumstances beyond its control which occurred after the Agreement was concluded. Nor shall the Supplier be bound by a latest delivery or other date or deadline if the parties have agreed to change the substance or scope of the Agreement (additional work, change in specifications, etc.) or to change the approach to performance of the Agreement.

If any term threatens to be exceeded, the Supplier and Customer shall consult to discuss the consequences of the exceeding for further planning.

10.2 The mere exceeding of a firm or non-firm (delivery) period or date mentioned by the Supplier or agreed between the Parties shall not cause the Supplier to be in default. In all cases - hence, even if the Parties have expressly agreed on a firm delivery or other period or date or delivery date in writing - the Supplier shall not be in default because of a time period being exceeded until the Customer has provided it with a written notice of default. The notice of default must contain as complete and detailed a description of the breach as possible, so that the Supplier can be given the opportunity to respond adequately.

11. Dissolution and termination of the agreement

11.1 Each of the Parties shall only be authorized to rescind the Agreement because of an imputable failure to perform the Agreement if the Other Party imputably fails to perform material obligations under the Agreement, in all cases after having received a written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach.

The Customer's payment obligations and all other obligations to cooperate by the Customer or a third party engaged by the Customer shall always be considered essential obligations under the Agreement.

11.2 If, at the time of rescission as referred to in Article 11.1, the Customer has already received performance in execution of the Agreement, this performance and the related payment obligation shall not be cancelled, unless the Customer proves that the Supplier is in default with regard to the material part of that performance. Amounts which the Supplier has invoiced before the rescission in connection with what it has already properly performed or delivered to execute the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of rescission.

11.3 If an agreement which by its nature and content does not end by completion has been entered into for an indefinite period, it may be terminated in writing by either party after proper consultation and stating reasons. If no notice period has been agreed between the parties, a reasonable notice period must be observed. The parties shall never be liable for any compensation on account of termination.

11.4 The Client shall never be entitled to prematurely terminate a services agreement or contract for a definite period.

11.5 Each of the parties may partly or completely terminate the agreement in writing with immediate effect and without notice of default if the other party is granted a provisional or non-provisional suspension of payments, if a petition for bankruptcy is filed with regard to the other party, if the other party's business is wound up or terminated other than for the purpose of reconstruction or amalgamation of enterprises, or if the decisive control over the business of the Customer changes. The Supplier shall never be obliged to refund monies already received or to pay damages because of such termination. In the event of the Customer's bankruptcy, the right to use software, websites and the like made available to the Customer shall lapse by operation of law.

12. Supplier's liability

12.1 The Supplier's total liability because of an imputable failure to perform the Agreement or for any other reason, expressly including any failure to perform a guaranteed obligation agreed with the Customer, shall be limited to compensating direct damage, up to a maximum of the amount of the price stipulated for that Agreement (excluding VAT).

(excluding VAT). This limitation of liability shall apply mutatis mutandis to the Supplier's indemnity obligation referred to in Article 8.5 of this module General. If the agreement is primarily a continuing performance agreement with a term of more than one year, the price stipulated for the agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. Under no circumstances, however, shall the Supplier's total liability for direct damage, for whatever reason, exceed €500,000 (five hundred thousand euros).

12.2 The Supplier's liability for damages resulting from death, bodily injury or because of material damage to property shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand euros).

12.3 The Supplier's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, damage relating to the use of objects, materials, or software of third parties prescribed by the Customer for the Supplier and damage relating to engagement of suppliers prescribed by the Customer for the Supplier shall be excluded. The Supplier's liability because of mutilation, destruction or loss of data or documents shall also be excluded.

12.4 The Supplier's exclusions and limitations of liability, as described in the preceding paragraphs of this Article 12, shall not affect the Supplier's other exclusions and limitations of liability under this General module and the other agreed modules of these General Terms and Conditions in any way.

12.5 The exclusions and limitations referred to in articles 12.1 to 12.4 shall lapse if and insofar as the damage is the result of intent or conscious recklessness on the part of the Supplier's management.

12.6 Unless performance by the Supplier is permanently impossible, the Supplier's liability because of an imputable failure to perform an Agreement shall arise only if the Customer immediately provides a written notice of default to the Supplier, with a reasonable time period for remedying the failure being given and the Supplier still imputably failing to perform its obligations after that period as well. The notice of default must contain a description of the breach, which is as complete and detailed as possible, so that the Supplier is given the opportunity to respond adequately.

12.7 A condition for any right to damages arising shall always be that the Customer report the damage or injury to the Supplier in writing as soon as possible after it occurs. Any claim to damages against the Supplier shall be extinguished by the mere lapse of twenty-four months after the claim arises.

12.8 The Parties acknowledge that active and constructive participation in an ICT Mediation is a reasonable and appropriate measure to prevent or limit impending damage if such impending damage is related to Supplier's failure to comply, to comply on time or to comply properly with any contractual obligation. For that reason, the Customer undertakes to participate actively, constructively, and unconditionally in an ICT-Mediation without delay at Supplier's first written request in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes, having its registered office in The Hague (see www.sgoa.org and www.sgoa.eu).

12.9 The Customer shall indemnify the Supplier against all third-party claims because of product liability ensuing from a defect in a product or system which has been delivered by the Customer to a third party and which partly consisted of equipment, software or other materials delivered by the Supplier, unless and insofar as the Customer proves that the damage or injury was caused by that equipment, software, or other materials.

12.10 The provisions in this Article and all other limitations and exclusions of liability stated in these General Terms and Conditions shall also apply for the benefit of all legal and natural persons utilized by the Supplier in executing the Agreement.

13. Force majeure

13.1 Neither party is obliged to fulfil any obligation, including any guaranteed obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure includes: (i) force majeure of the Supplier's suppliers, (ii) improper performance of obligations by suppliers prescribed by the Customer to the Supplier, (iii) defectiveness of objects, equipment, software or materials of third parties the use of which has been prescribed by the Customer to the Supplier, (iv) government measures, (v) a power failure, (vi) a malfunction of the Internet, computer network or telecommunications facilities, (vii) war, (viii) staffing, (ix) strikes, (x) general transportation problems and (xi) the unavailability of one or more employees.

13.2 If a force majeure situation lasts longer than nine- tig days, either party has the right to dissolve the agreement in writing. What has already been performed under the agreement shall in that case be settled proportionally, without the parties owing each other anything else.

14. Changes and additional work

14.1 If, at the request of or with prior consent from the Customer, the Supplier has performed work or rendered other performance which goes beyond the substance or scope of the agreed work and/or performance, the Customer shall pay for that work or performance according to the agreed rates and, in the absence thereof, according to the Supplier's usual rates. The Supplier shall never be obliged to satisfy such a request and it may require that a separate written agreement be concluded for this.

14.2 The Customer accepts that work or performance as referred to in this Article may affect the agreed or expected time of completion of the services and the mutual responsibilities of the Customer and Supplier. The fact that additional work (or the demand for it) arises during execution of the Agreement shall never be a ground for the Customer to terminate or rescind the Agreement.

14.3 Insofar as a set price has been agreed for the services, the Supplier shall, upon request, inform the Customer in writing about the financial consequences of the additional work or performance referred to in this Article.

15. Transfer of rights and obligations

15.1 The Customer shall not be entitled to sell and/or transfer the rights and/or obligations under the Agreement to a third party.

15.2 Supplier shall be entitled to assign its claims to payment of fees to a third party.

16 Applicable law and disputes

16.1 The agreements between the Supplier and the Customer shall be governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.

16.2 Disputes which may arise between the Supplier and the Customer as a result of an agreement concluded between the Supplier and the Customer or as a result of further agreements resulting therefrom shall be settled by means of arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering), with its registered office in The Hague, all this without prejudice to each of the parties' right to request a provision for arbitration in interim injunction proceedings and without prejudice to each of the parties' right to take precautionary legal measures (see www.sgoa.org).

16.3 Only if the Supplier and/or the Customer have not yet filed for arbitration for the settlement of disputes resulting from the Agreement concluded between the Parties or further Agreements resulting from it, shall the Supplier and/or the Customer be entitled to request a provision for arbitral

Procedure with the Foundation for the Settlement of Automation Disputes in accordance with this foundation's Arbitration Regulations, each of the Parties shall be entitled, but not obliged, in deviation from

the provisions of article 16.2, to bring the case before the District Court, Cantonal Sector if the case relates to a dispute which according to the statutory rules of jurisdiction belongs to the absolute jurisdiction of the District Court, Cantonal Sector. If, with due observance of the previous sentence, the case is submitted by one or more of the parties for hearing and decision to the District Court, Cantonal Sector, the District Court, Cantonal Sector shall have jurisdiction to hear and decide the case.

16.4 Before commencing arbitration proceedings as referred to in article 16.2, the most diligent party shall commence ICT-Mediation proceedings in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes in The Hague. A procedure of ICT-Mediation in accordance with these Rules is aimed at mediation by one or more mediators. The other party undertakes to actively participate in a pending ICT-Mediation, which legally enforceable obligation includes in any case the attendance of at least one joint meeting of mediators and parties, in order to give this extrajudicial form of dispute resolution a chance. Each of the parties is free to terminate the ICT-Mediation procedure at any time after a first joint meeting of mediators and parties. The provisions of this paragraph do not prevent a party who deems it necessary from requesting a provision in (arbitral) summary proceedings or taking precautionary legal measures (see www.sgoa.org and [www.sgoa.eu](http://www.sgoa.eu)).

Module 2 Software development

The ICT~Office Terms and Conditions have been filed with the Chamber of Commerce Midden-Nederland under number 30174840.

1. Applicability

1.1 The ICT~Office Terms and Conditions consist of the General Module supplemented by one or more specific modules for each product or service. The provisions contained in this module shall, in addition to the provisions of the General Module, apply if the Supplier develops software for the Customer or one or more third parties at the Customer's instruction and possibly installs the software.

1.2 The provisions of this module shall be inextricably linked to the provisions of the General module. In case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. Specifications of the software

2.1 If specifications or a design for the software to be developed have not already been given to the Supplier by or on behalf of the Customer before or when the Agreement was concluded, the Parties shall in good consultation specify in writing which software will be developed and in which manner the development will take place. The Parties mutually acknowledge that good cooperation and good mutual communication are crucial factors for properly specifying, designing, and developing software. The cooperation and mutual communication will take place as much as possible with due observance of the project organization, agreements and/or procedures agreed in writing between the parties where applicable.

2.2 The Customer shall always warrant the accuracy, completeness and consistency of the data, specifications and designs provided to the Supplier, even if such data, specifications, and designs originate from a third party. Inaccuracies, incompleteness, and inconsistencies shall always be at the Customer's expense and risk.

2.3 The Supplier shall be entitled, but not obliged, to examine the accuracy, completeness and consistency of the data, specifications or designs given to it and, if any imperfections are discovered, to suspend the agreed work until the Customer has eliminated the imperfections concerned. The Customer shall always be obliged to report imperfections known to it in the specifications or design of the software to be developed to the Supplier as quickly and completely as possible.

2.4 If the Parties use a development method which is characterized by the premise that the design and/or development of software parts shall be subject to a further setting of priorities concerning the specifications to be determined during execution of the Agreement, this setting of priorities shall always be established in proper consultation between the Parties.

4. Delivery and installation

4.1 Supplier shall deliver the software to the Customer on the agreed type and format of data carriers or by using telecommunication facilities (online). Supplier shall determine the manner of delivery.

4.2 The Supplier shall install the software at the Customer's only if agreed in writing between the Parties. In the absence of express agreements in this regard, the Customer itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used. Unless otherwise agreed in writing, the Supplier shall not be required to convert data.

4.3 User documentation shall be made available in paper or digital form. The Supplier shall decide on the form and language in which it provides user documentation.

5. Acceptance test and acceptance

5.1 If the Parties have not agreed that an acceptance test will be conducted, the Customer shall accept the software in the condition it is in at the time of delivery ("as is"), hence with all visible and invisible errors and defects, without prejudice to the Supplier's obligations under the guarantee of Article 11 of this module.

5.2 If an acceptance test has been agreed between the parties in writing, the provisions of articles 5.3 to 5.10 of this module apply.

5.3 Where in this module reference is made to 'errors', this is understood to mean substantial non-compliance with the functional or technical specifications expressly agreed between the parties in writing. An error shall only exist if the Customer can prove it and if it is reproducible. The Customer shall be obliged to notify the Supplier of errors immediately.

5.4 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if installation by the Supplier has been agreed in writing, after completion of the installation. During the test period, the Customer shall not be allowed to use the software for productive or operational purposes. The Customer shall conduct the agreed acceptance test using sufficiently qualified employees and with sufficient scope and depth on the interim or other results of the development work and shall report the test results to the Supplier in writing, clearly and comprehensibly.

5.5 If an acceptance test has been agreed, the Customer shall be obliged to test under its full and sole responsibility whether the software delivered meets the functional or technical specifications stated in writing by the Supplier and, if the software is completely or partly custom-made software, the functional or technical specifications agreed between the Parties in writing. Unless otherwise agreed in writing, any assistance provided by or on behalf of the Supplier in conducting an acceptance test shall be entirely at the Customer's expense and risk.

5.6 The software shall be considered accepted between the Parties:

a. If the Parties have not agreed on an acceptance test: at the time of delivery or, if installation by the Supplier has been agreed in writing, when the installation is completed, or

b. if the Parties have agreed an acceptance test: on the first day after the test period, or

c. if the Supplier receives a test report as referred to in Article 5.7 before the end of the test period: at the time that the errors mentioned in that test report have been fixed, notwithstanding the existence of imperfections which do not preclude acceptance under Article 5.8. In deviation from this, if the Customer makes any use of the software for productive or operational purposes before express acceptance, the software shall be considered fully accepted as from the start of that use.

5.7 If, when the agreed acceptance test is conducted, it turns out that the software contains errors, the Customer shall inform the Supplier about the errors through a written and detailed test report no later than on the last day of the test period. The Supplier shall, to the best of its ability, do its utmost to fix the aforementioned errors within a reasonable time period, with the Supplier being entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

5.8 Acceptance of the software may not be withheld on grounds not relating to the expressly agreed specifications between the Parties nor because of the existence of minor errors, that is, errors which do not reasonably preclude putting the software to operational or productive use, without prejudice to the Supplier's obligation to fix these minor errors under the guaranteed provisions of Article 11, if and insofar as applicable. Acceptance may furthermore not be withheld because of aspects of the software which can only be evaluated subjectively, such as aesthetic aspects and aspects concerning the design of user interfaces.

5.9 If the software is delivered and tested in stages and/or parts, non-acceptance of a particular stage and/or part shall not affect any acceptance of an earlier stage and/or another part.

5.10 Acceptance of the software in one of the ways referred to in this Article shall cause the Supplier to be discharged from its obligations concerning development of the software and, if installation by the Supplier has also been agreed in a particular case, from its obligations concerning installation of the software. Acceptance of the software shall not affect the Customer's rights under Article

5.11 regarding minor defects and Article 11 regarding the guarantee.

6. Right of use

6.1 The Supplier shall provide the software developed at the Customer's instruction and the accompanying user documentation to the Customer for use.

6.2 The software's source code and the technical documentation created in developing the software shall only be made available to the Customer if and insofar as agreed in writing, in which case the Customer shall be entitled to make changes to this software. If the Supplier is ordered at law to make the source code and/or technical documentation available to the Customer, the Supplier may demand reasonable compensation.

6.3 Unless otherwise agreed in writing, the Supplier shall not be obliged to provide auxiliary software and program or data libraries necessary for using and/or maintaining the software. If, in deviation from the foregoing, the Supplier must also provide back-up software and/or software or data libraries, the Supplier may require the Customer to enter into a separate written agreement for this. As the occasion arises, these facilities shall be charged separately at the Supplier's usual rates.

6.4 Unless otherwise agreed in writing, the Supplier's performance obligations shall not include maintaining the software and/or providing support to the users of the software. If, in deviation from the foregoing, the Supplier also must provide maintenance and/or support, the Supplier may require the Customer to enter into a separate written agreement for that purpose. As the occasion arises, this work and these services shall be charged separately at the Supplier's usual rates.

6.5 Subject to the provisions in the General Module, the right to use the software shall always be non-exclusive, non-transferable, and non-sublicensable.

7. Restrictions on use

7.1 If it expressly appears from the contents of the written agreement that all design and development costs are fully and solely borne by the Customer, no restrictions in the right to use the software developed at the Customer's instruction shall apply, without prejudice to what has been provided elsewhere in the General Terms and Conditions, including the provisions in Article 7.6 of this module.

7.2 If restrictions on use have been agreed between the Parties, the Customer shall always strictly comply with the agreed restrictions on the right to use the software. The Customer shall be aware that a violation of agreed restrictions on use constitutes both an imputable failure to perform the agreement with the Supplier and an infringement of intellectual property rights to the software. The agreed restrictions on use may include:

- the kind or type of equipment for which the software is intended, and/or

- the maximum number of processing units for which the software is intended, and/or

- certain persons - whether or not designated by name or position - who may use the software within the Customer's organization, and/or

- the maximum number of users who may use the software - simultaneously or otherwise - within the Customer's organization, and/or

- the location where the software may be used, and/or

- certain forms and purposes of use (e.g. business use or private use), and/or

- any other quantitative or qualitative restriction.

7.3 If the Parties have agreed that the software may only be used in combination with certain equipment or a certain kind or type of equipment, the Customer shall, in the event of a malfunction in the equipment concerned, be entitled to use the software on other equipment of the same kind and type for the duration of the malfunction.

7.4 The Supplier may require that the Customer not start using the software until after the Customer has requested and obtained one or more codes (passwords, identity codes, etc.) from the Supplier, its supplier or the producer of the software which are necessary for its use.

7.5 The Customer shall never circumvent technical provisions intended to protect the software from unlawful or unauthorized use.

7.6 Unless otherwise agreed in writing, the Customer may only use the software in and for its own company or organization. Unless otherwise agreed in writing, the Customer shall not use the software to process data for third parties, such as "time-sharing", "application service provision", "software as a service" and "outsourcing".

7.7 The Customer shall not be allowed to sell, lease, alienate or grant limited rights to the software and data carriers on which it has been recorded, or make them available to a third party in any way or for any purpose whatsoever. Nor shall the Customer give a third-party access - whether remotely or not - to the software or place the software with a third party for hosting, not even if the third party in question uses the software solely for the Customer's benefit.

7.8 Upon request, the Customer shall immediately fully cooperate with an investigation to be conducted by or on behalf of the Supplier regarding the Customer's compliance with the agreed use restrictions. Upon the Supplier's request, the Customer shall give the Supplier access to its buildings and systems. The Supplier shall treat as confidential all business information which it obtains from or at the Customer in connection with such an investigation, insofar as that information does not concern the use of the software itself.

8. Duration of the Agreement

8.1 The software developed at the Customer's instruction shall be provided to the Customer for the term agreed between the Parties. In the absence of an agreed duration between the Parties, the duration of the right of use shall not be limited in time and the Supplier cannot terminate the Agreement by giving notice, provided the Customer strictly fulfils all of its obligations under the Agreement vis-à-vis the Supplier.

8.2 As the occasion arises, the Customer shall return all copies of the software in its possession to the Supplier immediately after the right to use the software ends. If the Parties have agreed that the Customer shall destroy the copies concerned when the Agreement ends, the Customer shall provide written notice of such destruction to the Supplier immediately. Upon or after termination of the right of use, the Supplier shall not be required to provide assistance to the Customer with a view to a data conversion desired by the Customer.

9. Compensation for development work

9.1 In the absence of an agreed invoicing schedule, all amounts pertaining to the development of software shall always be owed per calendar month in arrears.

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

9.3 Unless otherwise agreed in writing, the fee for the development of the software shall not include a fee for the auxiliary software and programs and data libraries required by the Customer, any installation services, and any adaptation and/or maintenance of the software. Nor shall the user fee include the provision of support to the users of the software. Where applicable, such work and services shall be charged separately at the Supplier's usual rates.

10. Modifying the software

10.1 Unless otherwise agreed in writing and subject to exceptions provided by law, the Customer shall not be allowed to modify the software in whole or in part without the Supplier's prior written permission. The Supplier shall always be entitled to refuse permission or to attach conditions to its permission, including conditions concerning the manner and quality of execution of the modifications desired by the Customer.

10.2 The Customer shall bear the full risk of modifications made by or on the instruction of the Customer by third parties, whether or not with the Supplier's permission.

11. Warranty

11.1 The Supplier does not warrant that the software developed at the Customer's instruction is suitable for the Customer's actual and/or intended use. Nor does Supplier warrant that the software shall operate without interruption, errors, or other defects or that all errors and defects shall always be corrected.

11.2 To the best of its ability, Supplier shall do its utmost to fix errors in the software within the meaning of Article 5.3 of this module within a reasonable time period if these have been reported to Supplier in writing, described in detail, within three months after delivery or, if an acceptance test has been agreed between the Parties, within three months after acceptance. Repairs shall be performed free of charge, unless the software has been developed at the Customer's instruction other than for a fixed price, in which case the Supplier shall charge the repair costs according to its usual rates. The Supplier may charge the repair costs according to its usual rates if there has been operating errors or improper use on the Customer's part or other causes not imputable to the Supplier or if the errors could have been discovered when the agreed acceptance test was conducted.

The repair requirement shall be extinguished if the Customer makes changes or causes changes to be made to the software without the Supplier's written permission, which permission shall not be withheld on unreasonable grounds.

11.3 Errors shall be fixed at a location to be determined by the Supplier. The Supplier shall always be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

11.4 The Supplier shall never be obliged to restore mutilated or lost data.

11.5 Supplier shall have no obligation to repair errors reported after expiry of the guarantee period referred to in Article 11.2 of this module, unless the parties have concluded a separate maintenance agreement which includes such an obligation to repair.

12. Confidentiality

12.1 Customer acknowledges that the software is of a confidential nature and contains trade secrets of Supplier, its suppliers, or the producer of the software.

Module 5 Development and maintenance of a website

The ICT~Office Terms and Conditions have been filed with the Chamber of Commerce Midden-Nederland under number 30174840.

1. Applicability

1.1 The ICT~Office Terms and Conditions consist of the General Module supplemented by one or more specific modules for each product or service.

The provisions contained in this module apply, in addition to the provisions of the General Module, if the Supplier designs, develops, manages and/or maintains a website under contract.

1.2 The provisions of this module are inseparable from the provisions of the module General. In case of conflict between the provisions of the module General and the provisions of the present module, the latter shall prevail.

2. Website specifications

2.1 If the Customer has not already submitted specifications or a design or prototype - global or otherwise - of the website to be developed to the Supplier before or when the Agreement is entered into, the parties shall specify in writing by mutual agreement which website is to be developed. The parties mutually acknowledge that good cooperation and good mutual communication is crucial for properly specifying, designing, and developing a website.

Where appropriate, the cooperation and mutual communication will take place with due observance of the project organization, agreements and/or procedures agreed between the parties.

2.2 The specifications of the website to be developed may concern the style and number of the web pages to be developed by Supplier (including 'homepage' and follow-up pages) and the text files, forms, logos, photo and video images, graphic files, sound, codes and/or other material to be included or processed on the website. The specifications or design should also make clear what functional, aesthetic, and technical features the website should have, such as the use of frames and e-mail facilities. The specifications may also include the communicative purposes and the language(s) of the website.

2.3 The Parties shall agree in a timely manner which information and which material shall be developed by the Supplier for inclusion in or operation of the website, and which information and which material shall be provided to the Supplier by the Customer or a third party to be engaged by the Customer. If such an agreement is not reached, the Customer shall provide the materials necessary for inclusion or processing on the website.

2.4 The Customer shall always warrant the accuracy, completeness and consistency of the data, specifications and designs given to the Supplier, even if such data, specifications, and designs come from a third party. Inaccuracies, incompleteness, and inconsistencies shall be at the Customer's expense and risk.

2.5 The Supplier shall be entitled, but not required, to examine the accuracy, completeness or consistency of the data, specifications or designs given to it and, if any imperfections are discovered, to suspend the agreed work until the Customer has eliminated the imperfections concerned. The Customer shall always be obliged to report imperfections in the specifications or design of the website to be developed which are known to it or which reasonably should be known to it as soon and completely as possible to the Supplier.

2.6 If the content and/or design of the website depends in whole or in part on further choices to be made during execution of the Agreement, the Supplier shall make these choices, taking into account the Customer's ideas and starting points known to it as much as possible.

3. Development of website

3.1 The Supplier shall develop the website with due care, all this as much as possible with due observance of the specifications or design of the website and - where appropriate - with due observance of the project organization, methods, techniques, agreements and/or procedures agreed in writing with the Customer. Before commencing the development work, the Supplier may require the Customer to agree in writing fully and unconditionally with the specifications or design. The Supplier shall be entitled to suspend its work until the time the Customer fully and unconditionally agrees in writing to the specifications or design.

3.2 The Customer shall provide the materials required for inclusion or incorporation on the website in a timely manner, with due observance of the deadlines stated in the Agreement and in a format to be determined by the Supplier.

3.3 Supplier shall be entitled to create a concept or prototype of the website to be developed based on the specifications provided to it. The Supplier may suspend further development of the website until the Customer has approved the concept or prototype in writing.

3.4 The Supplier's development work shall be performed on the basis of a best-efforts obligation, unless and insofar as the Supplier has expressly promised a result in the written agreement and the result concerned has also been described with sufficient definiteness.

3.5 If the Supplier requires one or more translations for including or processing one or more text files on the website, the Customer shall arrange for these translations at its own expense, unless otherwise agreed in writing. If the Supplier arranges for the translation, it shall charge the related expenses to the Customer or cause them to be charged.

3.6 If it has been agreed that the design and development services shall be provided in stages, the Supplier shall be entitled to postpone the start of the services which are part of a stage until the Customer has approved the results of the preceding stage in writing.

3.7 Within the limits of reasonableness to be determined by the Supplier, the Supplier shall take reasonable and timely instructions from the Customer when executing the design and development work, provided the Supplier considers those instructions to be technically and otherwise responsible.

3.8 Unless otherwise agreed in writing, the Supplier shall not be obliged to apply for a domain name for the website from the appropriate authorities.

4. Delivery and installation

4.1 Unless the Supplier hosts the website on its own computer system for the Customer under the Agreement, the Supplier shall deliver the website to the Customer on a data carrier to be determined by the Supplier and in a form to be determined by the Supplier.

4.2 Only if the Parties have agreed in writing shall the Supplier install the website at the Customer's or at a third party designated by the Customer (host provider).

5. Acceptance test and acceptance

5.1 If the parties have not agreed on an acceptance test, the Customer will accept the website in the condition it is in at the time of delivery ('as is'), therefore with all visible and invisible errors and defects, without prejudice to the Supplier's obligations under the guaranteed provisions of article 10 of this module.

5.2 If an acceptance test has been agreed between the parties in writing, the provisions of articles 5.3 to 5.10 of this module apply.

5.3 Where in this module reference is made to 'errors', this is understood to mean substantial non-compliance with the specifications expressly agreed between the parties in writing. An error shall only exist if Customer can prove it and if it is reproducible. The Customer shall be obliged to notify the Supplier of errors immediately.

5.4 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if installation by the Supplier has been agreed in writing, after the installation is completed. During the test period, the Customer shall not be entitled to use the website for productive or operational purposes. The Supplier may always require that the Customer conduct a proper test of sufficient scope and depth on the interim or other results of the development work using sufficiently qualified employees and that the test results be reported to the Supplier in writing, clearly and comprehensibly.

5.5 If an acceptance test has been agreed, the Customer shall be obliged to test under its full and sole responsibility whether the delivered website meets the specifications agreed between the Parties in writing. Unless otherwise agreed in writing, any assistance provided by or on behalf of the Supplier in conducting an acceptance test shall be entirely at the Customer's expense and risk.

5.6 The website shall be considered accepted between the parties:

a. If it has not been agreed between the Parties that the Customer will conduct an acceptance test: at the time of delivery or, if installation by the Supplier has been agreed in writing, when the installation is completed, or

b. If it has been agreed between the Parties that the Customer shall conduct an acceptance test: on the first day after the test period, or

c. If the Supplier receives a test report as referred to in Article 5.7 before the end of the test period

5.7 before the end of the test period: at the time that the errors mentioned in that test report have been fixed, notwithstanding the presence of imperfections which do not preclude acceptance under Article 5.8. In deviation from this, if the Customer makes any use of the website for productive or operational purposes before the moment of explicit acceptance, the website shall be considered fully accepted from the start of that use.

5.7 If, when the agreed acceptance test is conducted, it turns out that the website contains errors, the Customer shall inform the Supplier about the errors by means of a written and detailed test report no later than on the last day of the test period. The Supplier shall, to the best of its ability, do its utmost to fix the aforementioned errors within a reasonable time period.

5.8 Acceptance of the website may not be withheld on grounds not related to the specifications expressly agreed between the Parties nor because of the existence of minor errors, i.e. errors which do not reasonably preclude putting the website to operational or productive use, without prejudice to the Supplier's obligation to rectify these minor errors under the guarantee provisions of Article 10, if applicable. Acceptance may furthermore not be withheld because of aspects of the website that can only be judged subjectively, such as style, aesthetic aspects and aspects concerning the design.

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

5.10 Acceptance of the website in one of the ways referred to in this article shall have the effect that the Supplier is discharged from its obligations concerning the design and development of the website and, if installation by the Supplier has also been agreed, its obligations concerning installation of the website. Acceptance of the website shall not affect the Customer's rights under Article 5.8 regarding minor errors and Article 10 regarding warranty.

6. Right of use

6.1 The Supplier shall make the website developed at the Customer's instruction and the accompanying user documentation available to the Customer for use.

6.2 Subject to the provisions in the General module of the General Terms and Conditions, the Supplier shall only grant the Customer a non-exclusive, non-transferable, and non-sublicensable right to use the website.

6.3 User documentation shall be made available in paper or digital form. The Supplier shall decide on the form and language in which the user documentation is provided.

7. Maintenance and management

7.1 Unless agreed otherwise in writing, the Supplier shall not be obliged to provide the auxiliary tools required for the use, maintenance, and management of the

maintenance and management of the website and/or a so-called "content management system".

7.2 If, in deviation from Article 7.1, the Parties agree that the Supplier should also provide the software and/or a content management system necessary to use, maintain and manage the website, the Supplier may require the Customer to enter into a separate written agreement for that purpose.

7.3 Unless otherwise agreed in writing, the Supplier's performance obligations shall not include maintaining and/or managing the website and providing support to the technical and content managers of the website.

7.4 If, in deviation from Article 7.3, the Parties agree that the Supplier should also provide maintenance and management services, the Supplier may require the Customer to enter into a separate written agreement for this. The substance and scope of these services shall also be agreed therein, in the absence of which the Supplier's obligation shall be limited to doing its utmost to fix errors in the display of the Website and in the technical operation of the Website within a reasonable time period.

8. Duration of provision and maintenance

8.1 The website developed at the instruction of the Customer shall be made available to the Customer for the term agreed between the parties. In the absence of a duration agreed between the Parties, the duration of use shall not be limited in time and the Supplier cannot cause the right of use to end, provided the Customer strictly fulfils all its obligations under the Agreement vis-à-vis the Supplier.

8.2. Where appropriate, the Customer shall return all copies of the Website in its possession to the Supplier immediately after the right to use the Website ends. If the Parties have agreed that the Customer shall destroy the copies concerned when the right of use ends, the Customer shall provide written notice of such destruction to the Supplier immediately.

8.3 Where appropriate, the Agreement to provide maintenance and/or management services shall be entered into for the term agreed between the Parties, in the absence of which a one-year term shall apply. The term of the Agreement shall be tacitly extended each time for the duration of the original period, unless the Customer or the Supplier terminates the Agreement in writing with due observance of a notice period of three months before the end of the period concerned.

9. Fee

9.1 In the absence of an expressly agreed invoicing schedule, all amounts relating to the design and development of the website shall be due in arrears each calendar month. The Supplier may also require an advance payment.

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

9.3 Unless otherwise agreed in writing, the fee for designing and developing the website shall not include a fee for the auxiliary software required by the Customer, "content management system", installation services and the maintenance and management of the website. Nor does the user fee include the provision of support to the technical and content managers of the website. These activities and services shall be charged separately at the Supplier's usual rates.

10. Guarantee

10.1 The Supplier does not guarantee that the website will function properly in connection with all types or new versions of web and internet browsers and any other software. Supplier also does not warrant that the website works properly in conjunction with all types of equipment.

10.2 The Supplier does not guarantee that the website is suitable for the use or purpose intended by the Customer. Nor does Supplier guarantee that the website will operate without interruption, errors, or other defects or that all errors and other defects will always be corrected. Customer accepts that errors and defects in the operation of a website may be the result of the conduct of one or more third parties.

10.3 Supplier shall exert its best efforts to remedy errors in the display of the website's content or defects in the technical functioning of the web site attributable to it within a reasonable time if these are reported to Supplier in writing within a period of three months after delivery or, if an acceptance test has been agreed between the parties, within three months after acceptance, described in detail. Repairs shall be carried out free of charge, unless the website has been developed at the Customer's instruction other than for a fixed price, in which case the Supplier shall charge the costs of repairs according to its usual rates. The Supplier may charge the repair costs according to its usual rates if there has been operating errors or improper use by the Customer or other causes not imputable to the Supplier or if the errors or defects could have been ascertained when the agreed acceptance test was conducted.

The remedial obligation shall be extinguished if the Customer makes changes or causes changes to be made to the website without the Supplier's written permission, which permission shall not be withheld on unreasonable grounds.

10.4 Errors or defects shall be fixed at a location to be determined by the Supplier. The Supplier shall always be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions on the website.

10.5 The Supplier shall never be obliged to repair mutilated or lost data.

10.6 The Supplier shall have no obligation to repair errors or defects reported after the expiry of the guarantee period referred to in Article 10.3 of this module, unless the Parties have concluded a separate maintenance agreement which includes such an obligation to repair.

11. Liability

11.1 Without prejudice to the provisions in the General module, the provisions in this article also apply to liability. Any liability of the Supplier for the non-availability - temporary or otherwise - of the website designed, developed, maintained, or managed by the Supplier is excluded. Also excluded is any liability of the Supplier for the non-, incorrect, or incomplete presentation of the content of the website as well as for the release of data - whether confidential or not - from a closed part of the website.

Module 6 Web hosting

The ICT~Office Terms and Conditions have been filed with the Chamber of Commerce Midden-Nederland under number 30174840.

1. Applicability

1.1 The ICT~Office Terms and Conditions consist of the General Module supplemented by one or more specific modules for each product or service. In addition to the provisions of the General Module, the provisions of this module apply if the Supplier provides services in the field of web hosting and related services.

1.2 The provisions of this module are inseparable from the provisions of the General module. In case of contradiction between the provisions of the module General and the provisions of the present module, the latter shall prevail.

2. The hosting services

2.1 The Supplier shall provide the hosting services agreed with the Customer.

2.2 If the agreement includes the provision of disk space of equipment, the Customer shall not exceed the agreed disk space, unless the agreement explicitly regulates the consequences of this. The Customer will only use the disk space for the placement of one or more web pages of a website mentioned in the agreement. The agreement includes the provision of disk space on a server reserved exclusively and specifically for the Client only if expressly agreed in writing. All use of disk space, data traffic and other loading of systems and infrastructure is limited to the agreed maximums and subject to the house rules of the Supplier as drawn up for the benefit of and applicable to customers. Unless otherwise agreed in writing, data traffic not used by the Customer in a given period cannot be carried over to a subsequent period. For exceeding the agreed maximums, the Supplier shall charge an additional fee in accordance with its usual rates.

2.3 If the Agreement includes providing access to the Internet, the Supplier shall, unless otherwise agreed in writing, use its best efforts to establish connections through the Supplier's system to the Internet, including making the website hosted by the Supplier available. The Supplier shall not be responsible for the Customer's or third parties' infrastructure.

2.4 Unless otherwise agreed in writing, the Customer is responsible for the management, including control of the settings, the use of the service and the manner in which the results of the service are deployed. The Customer is also responsible for the instruction to and use by users regardless of whether these users are in a relationship of authority to the Customer. In the absence of express agreements in this regard, the Customer itself shall install, set up, parameters and tune the software or auxiliary software and, if necessary, adjust the equipment, other software and user environment used in this connection and achieve the interoperability desired by the Customer. Unless otherwise agreed in writing, the Supplier shall not be required to convert data.

2.5 If the services by the Supplier under the Agreement also include user support, the Supplier shall provide advice by telephone or e-mail concerning the use and functioning of the hosted websites. The Supplier may set conditions concerning the qualifications and the number of contact persons eligible for support. The Supplier shall deal with properly substantiated requests for support within an adequate period of time. The Supplier cannot guarantee the correctness, completeness or timeliness of responses or support provided. Unless otherwise agreed, support shall only be provided on working days during the Supplier's usual opening hours.

2.6 The Agreement shall only include providing or making available backup, fall-back and recovery services if this has been agreed in writing.

2.7 If, pursuant to the Agreement, the Supplier performs services for the Customer concerning a domain name, such as application, renewal or disposal or transfer to a third party, the rules and procedures of the authority or authorities concerned must be taken into account. If requested, the Supplier shall provide the Customer with a written copy of those conditions.

The Supplier expressly does not accept responsibility for the accuracy or timeliness of the services, or the achievement of the results intended by the Customer.

2.8 The Customer shall owe all costs related to the application and/or registration in accordance with the agreed rates, or in the absence of agreed rates, the rates customary with the Supplier.

2.9 The Supplier does not guarantee that a domain name desired by the Customer will be granted to the Customer.

2.10 The Supplier is not responsible for the content and composition of the domain name and the use made of the domain name. The Customer warrants to the Supplier that he is entitled to use the domain name and that its use is not unlawful vis-à-vis one or more third parties. The Customer shall indemnify the

warrants the Supplier against any claim by a third party relating to the domain name, even if the Customer's domain name is not registered by the Supplier.

2.11 Only if agreed in writing shall the Agreement also include making e-mail addresses available to the Customer. The Parties shall agree on the number of e-mail addresses to be made available.

3. Performance of services

3.1 The Supplier shall, to the best of its ability, do its utmost to perform the services with due care, where appropriate in accordance with the agreements and procedures recorded in writing with the Customer. All of the Supplier's services shall be performed on the basis of a best-efforts obligation, unless and insofar as the Supplier has expressly promised a result in the written Agreement and the result concerned has also been described with sufficient definiteness.

3.2 The Supplier shall only provide services at the Customer's instruction. If, based on a request or an authorized order from a government body or in connection with a legal obligation, the Supplier performs work with regard to data of the Customer, its employees or users, all related costs shall be charged to the Customer.

3.3 The Supplier may make changes to the content or scope of the services. If such changes result in a change in the procedures applicable at the Customer's, the Supplier shall inform the Customer as soon as possible and the costs of this change shall be charged to the Customer.

3.4 The Supplier may temporarily take the service fully or partially out of operation for maintenance. The Supplier shall not allow the decommissioning to last longer than necessary, shall arrange for it to take place outside office hours if possible and, depending on the circumstances, shall start after consultation with the Customer.

3.5 The Customer shall adequately secure its systems and infrastructure and have anti-virus software up and running at all times.

4. Rules of conduct; Notice and Take Down

4.1 If the Supplier has rules of conduct that generally apply to all its Customers, the Supplier shall provide these to the Customer upon request, and the Customer shall be obliged to comply with these rules of conduct strictly and fully. At all times and in all cases, the Customer shall act with due care and shall not act unlawfully toward third parties. In particular, the Customer shall at all times respect the intellectual property and other rights of third parties, respect the privacy of third parties, not disseminate data in violation of the law, not gain unauthorized access to systems, not spread viruses or other harmful programs and refrain from criminal offences and violation of any other legal obligation.

4.2 In order to avoid any liability vis-à-vis third parties or to limit the consequences thereof, the Supplier shall always be entitled to take measures concerning acts or omissions by or at the risk of the Customer. At the Supplier's first written request, the Customer shall be obliged to remove information immediately, in default of which the Supplier shall, at its option, be entitled to remove the information or to make access to it impossible. In the event of a violation or imminent violation of the provision in Article 4.1, the Supplier shall also be entitled to deny the Customer access to the Supplier's systems immediately and without prior notice. The foregoing shall expressly not affect any other measures or the exercise of other rights by the Supplier against the Customer. The Supplier shall in that case also be entitled to terminate the Agreement with immediate effect, without being liable to the Customer for that reason.

4.3 The Supplier cannot be required to form an opinion about the merits of third-party claims or the Customer's defense or to be involved in any way in a dispute between a third party and the Customer. The Customer shall have to discuss the matter with the third party concerned and inform the Supplier in writing, properly substantiated by documents.

5. Service Level Agreement

5.1 Any agreements concerning a service level (Service Level Agreement) shall always be expressly agreed in writing only. The Customer shall always inform the Supplier about all circumstances which may affect the services and their availability. If agreements about a service level are made, the availability shall be measured without taking into account any maintenance shutdowns announced in advance and also any circumstances beyond the Supplier's control and taking into account the services as a whole for the duration of the Agreement. Subject to evidence to the contrary, the availability measured by the Supplier shall serve as full evidence.

6. Duration and relocation of website

6.1 The agreement is entered into for the term agreed between the parties, failing which a term of one year shall apply. The duration of the Agreement shall be tacitly extended each time for the duration of the original period, unless the Customer or the Supplier terminates the Agreement in writing with due observance of a notice period of three months before the end of the period concerned.

6.2 The Supplier shall only cooperate in transferring the website and the corresponding domain to the Customer or to another web hosting services provider at or after the end of the Agreement - against payment by the Customer of a fee to be determined by the Supplier at that time as well as observance by the Customer of all other conditions determined by the Supplier.

7. Payment

7.1 In the absence of an expressly agreed billing schedule, all amounts relating to services to be provided by the Supplier shall be due in advance per calendar month.

8. Warranty

8.1 The Supplier does not guarantee that the services will be provided without errors or interruptions. Partly because of the nature and operation of the Internet, the Supplier cannot guarantee that the Internet will always be available or accessible and that the websites hosted by the Supplier will always be available and consultable without interruption.

8.2 Supplier is not responsible for checking the accuracy and completeness of the services. Customer shall regularly check the results of the service itself.

8.3 Based on the information provided by Supplier concerning measures to prevent and limit the consequences of breakdowns, service defects, mutilation or loss of data or other incidents, Customer shall make an inventory of the risks for its organization and, if necessary, take additional measures. The Supplier declares itself prepared, at the Customer's request, to reasonably cooperate with further measures taken by the Customer under (financial) conditions to be set by the Supplier. The Supplier shall never be responsible for recovering mutilated or lost data.

8.4 The Customer shall be responsible for the data processed by the Customer using the Service. The Customer warrants to the Supplier that the data is not unlawful and does not infringe on the rights of third parties. The Customer shall indemnify the Supplier against any legal action by third parties, on whatever grounds, in connection with these data or the performance of this Agreement.

9. Processing personal data

9.1 The Customer warrants that all requirements have been met for lawful processing of the personal data entered or processed by the Customer or third parties on the website or otherwise hosted or processed by the Supplier.

9.2 Subject to the provisions in the General Module, the Customer shall be responsible for the data hosted or processed by the Customer using the Service.

The Customer warrants to the Supplier that the data is not unlawful and does not infringe third-party rights. The Customer shall indemnify the Supplier against any legal claim by third parties, on whatever grounds, in connection with these data or the performance of the Agreement.

9.3 Pursuant to legislation concerning the processing of personal data (such as the Personal Data Protection Act), the Customer has obligations towards third parties, such as the obligation to provide information, as well as to allow inspection, correction, and deletion of personal data of data subjects. The responsibility for fulfilling these obligations rests entirely and exclusively with the Customer. The Parties hold that the Supplier is a "processor" within the meaning of the Personal Data Protection Act with regard to the processing of personal data. The Customer shall cooperate as much as is technically possible with regard to the obligations to be fulfilled by the Customer. The costs related to this cooperation shall not be included in the Supplier's agreed prices and fees and shall be fully borne by the Customer.