



## General Terms and Conditions Prindustry

Version December 2024

These General Terms and Conditions govern the legal relationship between the Contractor Prindustry B.V. and its Clients. The General Terms and Conditions have been divided into different modules focusing on the various forms of service provision offered by the Contractor.

They consist of the following modules:

Module A	General
Module B	Development of (web)applications
Module C	Hosting / SaaS
Module D	Maintenance and support
Module E	Advice and training

If a specific module applies, it prevails over the General module. To the extent that the General Section does not conflict with applicable provisions of specific modules, the General Section always applies. The definitions of capitalized terms apply to all modules.

### Definitions

In these General Terms and Conditions, the terms below have the following meanings:

**Acceptance test:** a pre-agreed process where the Client tests the Materials supplied by the Contractor for compliance with the agreed Specifications within the acceptance period (as defined in Module B). In the event that any defects are found, the Client shall notify the Contractor in writing within the acceptance period. Unless otherwise agreed, the Materials will be considered accepted upon expiry of this period.

**Agreement:** The quote/order confirmation provided by Contractor to Client for signature.

**Client:** the natural person or legal entity with whom the Contractor has concluded an Agreement. This also means the party with whom the Contractor enters into or is currently conducting negotiations on the Agreement as well as its representative(s), authorized agent(s), the acquiring legal entities/person(s) and beneficiaries.

**Contractor:** Prindustry B.V., with its registered office in Haarlem and registered with the Chamber of Commerce under number 53551230.

**Employee:** an employee, freelancer or self-employed worker without employees or an agent hired from a third party by the Contractor who are deployed by the Contractor for the benefit of the Client or who perform activities for the Client.

**Force Majeure:** refers to any circumstance beyond the Contractor's control (including but not limited to natural disasters, war, strikes, internet-service disruptions, viruses and pandemics) that prevents the Contractor from performance of the obligations under the Agreement. Also refer to Article A.9 for specific provisions on the effects of Force Majeure.

**General Terms and Conditions:** these terms and conditions, which are made up of a number of modules.

**Hardware:** equipment supplied by the Contractor to the Client.

**In Writing:** the term 'In Writing' used in these General Terms and Conditions includes letter mail and e-mail, provided that the identity of the sender and the integrity of the message are sufficiently established.

**Materials:** for example, applications (web or other), software, advice, or reports.

**Module:** a module of these General Terms and Conditions containing provisions relating to a specific area of Activity.

**Project:** the work carried out by the Contractor on behalf of the Client, as described in the quotation and/or



Agreement.

**Project Management System:** electronic system that can be used for the management of the Project and for communication between the Contractor and the Client about the implementation of the Agreement.

**Results:** the results of the activities carried out by the Contractor under the Agreement.

**Service:** the service to be supplied by the Contractor, including the development and/or maintenance of software, applications, etc. The Agreement specifies which Services are involved and these General Terms and Conditions set more detailed rules for specific Services.

**Specifications:** the functional and technical description of the Project.

**User:** the user or end user who uses the Service/Project provided by the Contractor on the Client's behalf.

**Website:** <https://prindustry.com>

## Identity of Contractor

Name (Contractor)	Prindustry B.V.
Operating as	Prindustry
Registered address	Hendrik Figeeweg 1M-2 2031 BJ Haarlem The Netherlands
Postal address	Hendrik Figeeweg 1M-2 2031 BJ Haarlem The Netherlands
Telephone	0031 20 822 35 36
E-mail	<a href="mailto:info@prindustry.com">info@prindustry.com</a>
VAT number	850923645.B01
CoC number	53551230

## Module A General

### Article A.1. Quotation, offer and acceptance

A.1.1 A quotation drawn up by the Contractor is without obligation and will be valid for 14 days after the date on which it was sent by the Contractor, unless stated otherwise in the quotation.

A.1.2 The Client should preferably accept the quotation In Writing, but if the Client accepts or creates the impression that it has accepted it by other means, the Contractor may consider the quotation as accepted.

A.1.3 The Client's provisions or terms and conditions that differ from, or do not appear in, these General Terms and Conditions will only be binding for the Contractor if, and to the extent that, these have been explicitly accepted by the Contractor In Writing.

A.1.4 Without prejudice to the power of the Contractor to withdraw the quotation in accordance with Article A.1.1., the Agreement may only be changed after acceptance with the consent of both parties. In the event of a conflict between the provisions in the documents below, the following order of precedence applies:

- 1. the Agreement;
- 2. any appendices, apart from brochures;
- 3. these General Terms and Conditions;
- 4. Any additional conditions, apart from brochures.

### Article A.2. Implementation of the Project & provision of information

A.2.1 Following conclusion of the Agreement, the Contractor will carry out the Project as soon as possible, in accordance with the quotation, taking into account any reasonable wishes of the Client.

The Contractor will endeavour to carry out the Project to the best of its ability, exercising due care and professionalism. The Client is obliged to enable the Project to be implemented correctly and in a timely manner. In particular, the Client shall ensure that all information, which the Contractor has stated to be required or with regard to which the Client can reasonably understand that it is required for the implementation of the Project, is made available to the Contractor in time. The necessary commitment on the part of the Client should be of adequate quality and timely. This applies both to the support provided by the contact persons and to the planned deployment of Project staff on the Project activities.

A.2.2 If the Client fails to do the above, the Contractor is entitled to charge extra costs and it is possible that the Project will overrun. Any delay to the Project caused by the Client is reported by means of the Project Management System or, if no project management system is being used for the Project, by email, or, in the absence of functioning email correspondence, by another means In Writing. If this situation arises, the Contractor will inform the Client of any extra costs to be charged.

### Article A.3. Term, termination, and dissolution

A.3.1 The Agreement will be deemed as having been terminated if the services stipulated in it have been provided by both parties.

A.3.2 Contrary to Article 3.1, agreements for services are tacitly extended on a monthly basis after the end of the term. Such agreements are terminated In Writing.

A.3.3 The delivery dates given by the Contractor are always an indication only. In the event of an agreed final delivery date, the Contractor will first be in default after the Client has declared it to be in default In

Writing, subject to the mandatory situations prescribed by law in which default occurs by operation of law.

A.3.4 If the Client fails to perform any obligation to which it is subject under the Agreement, the Contractor has the right to suspend performance of all agreements concluded with the Client concerned, without requiring notice of default or judicial intervention, and without prejudice to the Contractor's right to compensation, loss of profit and interest, unless such non-fulfilment is of minor significance.

A.3.5 The Client shall be obliged to comply with all relevant legislation and the obligations arising from related regulations.

A.3.6 The Contractor has the power to dissolve or suspend the Agreement in full or in part with immediate effect, without judicial intervention, In Writing and without any obligation to pay compensation or grant indemnification, if:

- the Client has not fulfilled the obligations stipulated in the Agreement in full, adequately or on time;
- after having concluded the agreement, the Contractor learns of circumstances that provide every reason to fear that the Client will not fulfil its obligations;
- when concluding the Agreement, the Client has been requested to provide security in order to fulfil its obligations under this Agreement, and such security has not been forthcoming or is inadequate;
- due to delay on the Client's side, the Contractor can no longer be required to fulfil the Agreement under the terms and conditions originally agreed;
- in the event of the death of the Client, or if an application is made for a moratorium on payments or a winding up order;
- the Client's business is wound up;
- the Client's activities are halted or wound up;
- any of the client's assets are seized;
- circumstances arise, the nature of which renders fulfilment of the Agreement impossible, or such that the Contractor cannot be reasonably required to maintain the Agreement unchanged.

Due to dissolution in the event of the Client's bankruptcy, when the Client applies for a suspension of payments or submits a declaration of bankruptcy, the Contractor is never obliged to refund any monies already received or to pay compensation.

A.3.7 Any claims owed by the Client to the Contractor shall become immediately due and payable upon dissolution of the Agreement. The Contractor suspending the fulfilment of the obligations does not affect its statutory rights or any entitlements under the Agreement.

A.3.8 If dissolution is attributable to the Client, the Contractor has the right to compensation for any damage/losses, arising either directly or indirectly as a result thereof.

#### **Article A.4. Procedure upon termination of the Agreement**

A.4.1 Upon termination of the Agreement, the parties are mutually obliged to immediately return any property in their possession which the other party owns or is entitled to. Certain goods, such as data (and data carriers) may be erased or destroyed instead of being returned, if the entitled party has given consent to this In Writing.

A.4.2 All data provided or entered by the Contractor remains its property at all times. The Client only receives a non-exclusive, transferable license which is necessary to implement the Agreement.



## Article A.5. Prices

A.5.1 Prices are exclusive of sales tax (VAT) and other duties levied by the government.

A.5.2 If a price in an offer is based on information provided by the Client and the information proves to be incorrect, the Contractor has the right to adjust the prices to reasonable prices based on the correct information, even after the Agreement has already been concluded.

A.5.3 All prices given in the quotation are subject to typing and calculation errors.

A.5.4 The Contractor has the right to change the prices from time to time. Changes will be made known to the Client In Writing at least 30 days in advance. The Contractor can implement price increases of 3% or less without the consent of the Client at most once a year in the month of January. In case of price increases of more than 3%, the Client has the right to terminate the Agreement until the date on which the new prices will come into effect.

A.5.5 The Contractor is entitled to increase prices at the time a supplier of the Contractor increases its prices. The Client will be notified by the Contractor about any such price increase.

## Article A.6. Terms of payment

A. 6.1 The Contractor will send the Client an invoice for the amount payable by the Client. If the Project is delivered in phases, the Contractor is entitled to invoice at the completion of each phase, monthly or based on hours worked (at the Contractor's discretion). The payment term for invoices is within 14 days of the date of the invoice, unless agreed otherwise between the Contractor and the Client.

A.6.2 If Client fails to pay an invoice within the payment period, Client shall be in default by operation of law, without prior demand or notice of default being required. In such a case, Contractor shall be entitled to charge interest on the outstanding amount at the statutory interest rate for commercial transactions or (if higher) an interest rate of two percent per month.

A.6.3 In the event the Client fails to pay by the due date, the Client is obliged to pay any and all judicial and extra-judicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies, in addition to the amount payable and the relevant interest due.

A.6.4 The amount due is payable immediately in the event the Client is put into involuntary liquidation, applies for a moratorium on payments or if the Client passes away, and also if the Client's business is wound up or dissolved.

A.6.5 In the cases referred to above, the Contractor will also have the right to terminate or suspend implementation of the Agreement or any part thereof that has not yet been implemented without notice of default or judicial intervention being required, and without the Client being entitled to compensation.

A.6.6 If, based on facts and circumstances, there may be reasonable doubt whether Client can fulfil its payment obligations, Contractor has the right to demand financial security from Client. For example, in the form of a pledge, deposit or bank guarantee.

## Article A.7. Additional work

A.7.1 If the volume of work that the Contractor has to do under this Agreement increases as a result of the Client's requirements, which the Contractor could reasonably consider to be amendments or additions to what was set out in the quotation or the Agreement (including a delay or overrun of the Project attributable

to the Client), this constitutes additional work.

A.7.2 If the Contractor is of the opinion that additional work is involved, it will notify the Client as soon as possible and request approval In Writing for the proposed additional work and for its offer including the delivery period.

A.7.3 The Client will always take the decision on proposed additional work within five (5) working days. The activities to be carried out as part of the accepted additional work will be put In Writing and approved by both parties.

A.7.4 The Client is responsible for any overrun of the delivery periods stipulated in the original quotation due to additional work.

A.7.5 The provisions of these General Terms and Conditions apply to all additional work to be carried out by the Contractor, in so far as the parties have not agreed any other terms and conditions.

## Article A.8. Liability

A.8.1 The Contractor shall only bear liability to the Client for direct damage resulting from an attributable breach in the performance of the relevant Agreement. Direct damage means the damage incurred to rectify the breach. Direct damage exclusively means:

- the damage caused to material goods, also called (material) property damage;
- costs incurred by the Client to induce the Contractor to fulfil the Agreement properly after all;
- costs incurred by the Client to limit, prevent or repair the direct damage;
- costs incurred by the Client to have the performance still meet the requirements of the Agreement;
- costs incurred to establish the cause and extent of the damage, where this concerns direct damage as referred to in this provision;
- costs incurred that are proportionate to ending or limiting a data breach (as referred to in the GDPR).

Without prejudice to the above, the Contractor's liability for other forms of liability is expressly excluded.

A.8.2 For each event or series of related events, the Contractor's liability for direct damage/losses incurred by the Client as a result of a culpable shortcoming in the Contractor fulfilling its obligations under the Agreement, which also expressly includes any shortcoming in fulfilling a guarantee commitment agreed with the Client, because of an unlawful act on the part of the Contractor, its employees or third parties engaged by the Contractor, is limited to a sum equal to the payments the Client is obliged to make under this Agreement each year (excluding VAT). Under no circumstances however will the total compensation for direct damages exceed the annual subscription fee as agreed in the contract, up to a maximum of 25,000 euros (excluding VAT).

A.8.3 The Contractor's total liability for damage/loss arising from death or physical injury or material damage to property will under no circumstances exceed a sum of EUR 500,000 for each event causing damage, in which case a series of related events counts as one event.

A.8.4 The Contractor's liability for indirect loss or damage, including consequential loss, loss of profit, lost savings, corruption or loss of data (business or otherwise), and losses due to business stagnation is excluded.

A.8.5 Except for the cases referred to in paragraphs 1 and 2 of this article, the Contractor will not be held liable for any damage/losses whatsoever, regardless of the grounds on which an action for compensation might be based. The exclusions and limitations referred to in this article cease to apply if and to the extent

the damage or loss is a consequence of an intentional act or wilful recklessness on the part of the Contractor's management.

A.8.6 The Contractor's liability for an attributable failure to perform the Agreement will only arise if the Client immediately notifies the Contractor of its default In Writing, setting a reasonable period to remedy the failure, and the Contractor continues to culpably fail to perform its obligations even after that period. The notice of default should contain a description of the failure in as much detail as possible to enable the Contractor to respond adequately.

A.8.7 Any right to claim compensation will at all times be subject to the condition that the Client notifies the Contractor of the damage or loss In Writing within 30 days of it arising.

A.8.8 The Client will indemnify the Contractor against all third-party claims on account of liability resulting from a defect in the Project/Service provided by the Client to a third party, and which also comprised items, Materials or Results supplied by the Contractor, subject to and to the extent that the Client proves that the losses/damage were caused by those items, Materials or Results. The Client will indemnify the Contractor against claims concerning non-compliance with licenses by the Client and/or third parties (including Users) that fall under the Client's responsibility.

A.8.9 Contractor liability for shortcomings in the products and Services of third parties, including software, is expressly ruled out.

#### **Article A.9. Failures and Force Majeure**

A.9.1 Neither party may be bound to perform any obligation if a circumstance beyond the parties' control that could not or should not have already been predicted when concluding the Agreement negates every reasonable opportunity to perform. The parties can only invoke Force Majeure in dealings with each other, if, as soon as possible after the occurrence of the shortcoming, the party affected informs the other party In Writing that it is invoking Force Majeure and submits the necessary documentary evidence.

A.9.2 The circumstances envisaged in paragraph 1 could, for example, consist of: (a) failures of the Internet or other telecommunication facilities; (b) shortcomings by parties on whom the Contractor depends for providing the Services; (c) defective items, Hardware, software or Materials, which the Client has obliged the Contractor to use; (d) the non-availability of one or more staff members (due to illness or otherwise); and (e) government measures.

A.9.3 In the event of Force Majeure, fulfilment of the obligations concerned, and other associated obligations will be suspended in part or in full for the duration of such a Force Majeure situation without the parties being liable to pay each other any compensation. The parties can only invoke Force Majeure in dealings with each other, if, as soon as possible after the occurrence of the shortcoming, the party affected informs the other party In Writing that it is invoking Force Majeure and submits documentary evidence.

A.9.4 In the event of Force Majeure, the party that has invoked Force Majeure shall endeavour to ensure that the shortcoming which is exculpated by the Force Majeure continues for as short a period as possible.

A.9.5 If a Force Majeure situation has lasted for thirty (30) days, or as soon as it is certain that the Force Majeure situation will continue for more than three months, each party has the right to terminate the Agreement In Writing, unless the nature or scope of the shortcoming would not justify premature termination. In such an event, that which has already been performed under the Agreement shall be paid for on a proportional basis without the parties owing each other anything else.

## **Article A.10. Intellectual property rights**

A.10.1 All intellectual property rights to all Materials developed or made available under the Project are owned exclusively by the Contractor or its licensors. Intellectual property rights shall mean all (future) intellectual property rights, including but not limited to trademark rights, patent rights, design rights, copyright and related rights, trade name rights, database rights, know-how, trade secrets and domain names.

A.10.2 The Client only acquires the rights of use and authorizations that are explicitly granted in these General Terms and Conditions, the Agreement or otherwise In Writing, and the Client will not otherwise reproduce or disclose the software, Services or other Materials. These rights of use are valid as long as there is an Agreement between the Client and the Contractor.

A.10.3 The Client is not permitted to remove or modify any markings relating to copyrights, trademarks, trade names or other intellectual property rights from the Materials, including markings relating to the confidential nature and secrecy of the Materials.

A.10.4 The Contractor is permitted to take technical measures to protect the Materials, for example with passwords or encryption. If the Contractor has used technical measures to protect the Materials, the Client is not permitted to remove or circumvent the relevant protection.

A.10.5 Any use, reproduction, or publication of the Materials falling outside the scope of the Agreement, or the rights of use granted will infringe the intellectual property of the Contractor or its licensors.

A.10.6 The Client will pay the Contractor a penalty of EUR 5,000 due and payable immediately for each act of infringement and EUR 25,000 for each deliberate act of infringement, without prejudice to the Contractor's right to receive compensation for the damage/losses it incurs as a result of the infringement or to allow other legal action to be taken for the purpose of terminating the infringement and/or recovering the damage/losses. After the elapse of one working day after the Contractor has informed the Client of an infringement, a penalty of EUR 5,000 will also be payable by the Client for each day that the infringement has not been brought to an end.

A.10.7 Any delivery, provision or disclosure, whether or not by way of an offer or Agreement of Services to Client shall never constitute a transfer of rights of intellectual property, unless otherwise agreed.

A.10.8 Client warrants that no rights of third parties oppose the provision of equipment, software, material intended for websites, data files and / or other materials, designs, and / or other works for the purpose of use, maintenance, processing, installation or integration, including having the appropriate licenses. Customer shall indemnify Contractor against any claim by a third party based on the fact that such provision, use, maintenance, adaptation, installation or integration infringes any right of that third party.

A.10.9 Contractor shall be entitled to use Client's logotype, logo or name in its external communications without Client's prior consent.

## **Article A.11. Processing personal details**

A.11.1 The data that is automatically processed and possibly stored when using the Services may contain personal data. That is why both the Client and the Contractor fall under the General Data Protection Regulation ("GDPR"), whereby, according to the terminology of the GDPR, the Client is the 'Controller' and the Contractor the 'Processor'.

A.11.2 If the Contractor processes personal data in the performance of the Services, Article 28 paragraph 3





GDPR obliges the Contractor and the Client to agree a contract or other binding legal act with regard to the processing of personal data carried out by the Contractor for the benefit of the Client. The Processor Agreement offered with the Agreement shall be considered a Processor Agreement within the meaning of the GDPR.

A.11.3 If personal data are processed by the Contractor through the Services for which the Contractor independently determines the purpose and means, the provisions of the Processor Agreement shall not apply since the Contractor performs these processing operations in its role as 'Processor'.

A.11.4 To the extent personal data is processed by Contractor for its own purposes in the context of the Services, Contractor shall process it in accordance with applicable privacy laws, including but not limited to the General Data Protection Regulation.

A.11.5 If Contractor collects and processes data in the context of the Services, Contractor shall process the personal data in accordance with the provisions of its Privacy Policy [see the Privacy Statement on the website: <https://prindustry.com/privacy-and-cookie-statement/>].

A.11.6 Client is solely responsible for compliance with applicable laws and regulations in connection with the use of Contractor's products and services.

## **Article A.12. Staff**

A.12.1 Where an Employee has to perform activities at the Client's site for the performance of the Agreement (unlike where the Client and the Contractor enter into an Agreement for the secondment of an Employee), the following provisions shall apply.

A.12.2 The Client shall provide the Contractor's Employee who, for the purposes of performing the Agreement, is performing activities at the Client's site, with all the support necessary for the performance of the activities. The Client shall be obliged to do everything that is necessary to enable the Employee to carry out his work properly and safely.

A.12.3 The Contractor shall undertake to ensure that the Employee has the correct job description and skills. The Client may not select specific Employees unless this has been agreed expressly. The Contractor shall be entitled to exchange an Employee for an Employee with comparable skills and a comparable job description.

A.12.4 The Client may not limit access to certain Employees only. Nor is there any guarantee that the Client will be able to have a permanent team of Employees, where such is relevant.

A.12.5 During the term of the Agreement and for two (2) years after its end, the Client shall not be permitted to employ Employees of the Contractor, enter into direct or indirect business relationships with them or arrange for them to perform activities other than within the framework of the Agreement without the Written consent of the Contractor, such being subject to a contractual penalty due and payable immediately of €10,000 per breach, plus €500 for each day that this breach continues, which penalty amounts shall be payable to the Contractor. This article shall also apply where the Client and Contractor have entered into an agreement for the secondment of an Employee.

## **Article A.13. Confidentiality**

A.13.1 The Parties will treat the information they provide each other before, during or after the performance of this Agreement as confidential, if such information has been marked as confidential or if the recipient party is aware or should reasonably assume that the information is intended to be confidential.



The Parties will also impose this obligation on their employees as well as on any third parties they have engaged to perform the Agreement.

A.13.2 The Contractor will not access the information stored by the Client and/or distributed via the Contractor's Services unless this is required for the proper performance of the Agreement or for the quality of the Projects, or if the Contractor is obliged to do so pursuant to a legal provision or an injunction. In that case, the Contractor will undertake to limit access to the information as far as possible, to the extent that this is within its power.

A.13.3 This obligation remains in force after termination of the Agreement irrespective of the reason, and for as long as the party providing the information can reasonably claim that the information is confidential.

## **Article A.14. Amendments to the General Terms and Conditions**

A.14.1 In the case of a continuing performance agreement, the Contractor reserves the right to amend or supplement the General Terms and Conditions and all Modules contained therein.

A.14.2 Amendments also apply to agreements already concluded with due observance of a term of 30 days following publication of the amendment on Contractor's Website or by electronic communication. Minor changes can be implemented at any time.

A.14.3 If the Client is a natural person who is not acting in the course of a profession or the operation of a business and, as a result of the amendment, the Client is provided with a service that substantially differs from the original service, the Client shall be entitled to terminate the Agreement as of the date on which the amended Terms and Conditions come into effect.

## **Article A.15. Settlement of disputes**

A.15.1 The Agreement, as well as any agreements and other legal acts arising from it or related to it, are exclusively governed by Dutch law.

A.15.2 All disputes, including those which are only deemed by one party to be a dispute, which arise from or are connected with this Agreement and its implementation and/or with other agreements ensuing from or related to this Agreement will be settled through for example mediation.

A.15.3 The parties undertake to cooperate with each other on settling disputes through Mediation and commit themselves to each bearing half of the Mediation costs.

A.15.4 Mediation comprises two phases. In the first phase the parties seek a possible solution with which they can both agree. If agreement can be reached, the mediator will put that which has been agreed into a settlement agreement. If it proves impossible to reach an agreement that is acceptable to both parties in the first phase, the process will go into a second phase. In the second phase the mediator will work out an agreement that is binding upon both parties and then set this out in a settlement agreement.

A.15.5 Parties shall at all times have the right to submit their disputes to the legally competent Dutch court, however, only when both Parties give their explicit written prior consent and agree to refrain from Mediation.

## **Article A.16. Concluding provisions - General Module**

A.16.1 If any provisions in this Agreement are declared null and void, the validity of the Agreement as a whole shall remain unaffected. In such case, for the purpose of replacing any such provisions the Parties will stipulate a new provision or new provisions reflecting the purport of the original Agreement and the



General Terms and Conditions as far as possible on a legal basis.

A.16.2 If disputes arise from this Agreement which cannot be settled through the settlement arrangements, they will be brought before the competent court in Amsterdam.

A.16.3 Information and notices on the Contractor's Website may be subject to errors.

A.16.4 The version of any communications received or stored by the Contractor (including log files) shall be regarded as authentic, subject to proof to the contrary to be produced by the Client.

A.16.5 In order to promote its services, the Contractor shall be entitled, subject to prior approval, to show third parties which Projects it provides to the Client, unless the reasonable interests of the Client make this unacceptable or it has been agreed otherwise in writing.

A.16.6 The Contractor has the right at all times to engage third parties in performing the Agreement. Contractor shall inform Client of these third party(ies).

A.16.7 The Contractor and the Client may transfer their rights and obligations under the Agreement to third parties, provided the other party consents to the transfer In Writing beforehand.

## Module B. Development of (web)applications

Module B applies to customized work delivered by the Contractor to the Client, for example the design and/or development of applications (web or other), software, advice, reports or other specific content-related work.

### Article B.1. Delivery & acceptance

B.1.1 The Contractor will make every effort to deliver the Materials to be accepted by the Client in accordance with the Specifications.

B.1.2 When the Materials are delivered to the Client for acceptance, the Client will subject them to an Acceptance Test at its own expense and under its own responsibility, during the acceptance period of one week. By accepting the Materials, the Client will release the Contractor from all its obligations in respect of the Results.

B.1.3 If the Client does not reject the Materials (in part or in their entirety) within the period referred to in paragraph 2, they will be deemed accepted and delivered.

B.1.4 The Client is equally deemed to have accepted the Materials if it has taken them into operation or if the Client has failed to notify the Contractor within ten days of delivery In Writing that the Materials will for whatever reason(s) not be accepted.

B.1.5 If the Materials are not accepted, the Contractor will specify what adjustments will be made, stating the time required and any costs. The Client will then state whether it agrees to the specified adjustments, the time required and any costs, or whether it has decided against rejecting the materials. The Contractor will make every effort to remedy the reproducible Defects discovered by the Client within the term agreed by the parties and, if such a date is omitted, within a reasonable term.

B.1.6 Adjustments in response to the rejection of a Material may be made in a production environment or an acceptance environment. This is at the Contractor's discretion.

B.1.7 If the Client has accepted the Results (with the exception of Defects in functionalities, exterior Defects or minor Defects), the warranty term of 30 days enters into effect. Within this term, the Results will be deemed to have been accepted, but it will remain possible to make notification of Defects that could not reasonably have been discovered during the Acceptance Test. The Contractor will specify any Defects and add the expected time required and, if the Defects cannot be remedied easily and within 30 days, any additional costs for modifying those components. This guarantee period therefore cannot be considered a prolonged Acceptance Test and does not entitle the Customer to more guarantees than stipulated in this paragraph.

B.1.8 Minor Defects, including Defects which cannot be deemed in either nature or number to form a reasonable impediment to operational utilization of the Materials, will not constitute a reason for withholding acceptance, without prejudice to the obligation of the Contractor to repair such Defects. The Parties will consult with each other on this matter.



B.1.9 If the Project is carried out in phases, the Client shall submit its approval or rejection of the Materials after delivery of each phase, with due observance of the above procedure. The Client is not permitted to base the approval or rejection of the Materials of a later phase on matters approved in a previous phase.

B.1.10 The Contractor is entitled to postpone commencement of a new phase until the Client has given its explicit approval for the previous phase.

B.1.11 The Contractor provides no guarantee that the goal pursued by the Client in respect of the work developed, or to be developed, by the Contractor will in fact be achieved.

B.1.12 The Contractor makes every effort to develop and supply its products/works to be as effective and free of faults as possible.

B.1.13 The Contractor has the right to create temporary solutions restricting certain functionalities in order to avoid serious errors.

## **Article B.2. Progress**

B.2.1 The Client and the Contractor will consult each other to reach agreement on specific phases, delivery dates and periods for the Project, for example in the quotation or in the Agreement.

B.2.2 The Contractor will contact the Client by email, on telephone or by means of the Project Management System, to keep the Client informed on the progress of the Project.

## **Article B.3. Specifications & Materials / source Material**

B.3.1 The Parties will specify In Writing the work to be developed, the requirements the work must satisfy and how the work will be carried out. The Contractor will ensure that the work is developed with due care on the basis of the information provided by the Client. The Client will guarantee the accuracy, completeness, consistency and timeliness of the instructions and information it provides.

B.3.2 A written specification as referred to in Article 3.1 is not required if the Client has expressed the wish to give the Contractor a large amount of freedom in the development of the works and how this is done. If the works have been developed in this way, the Client cannot subsequently invoke Specifications drawn up In Writing to which the Contractor has not agreed.

B.3.3 The Contractor has the right, but is under no obligation, to verify the accuracy, completeness and consistency of the Materials/source Materials, requirements or Specifications made available to the Contractor, and in the event that any faults are established, to suspend the agreed activities until such time as the Client has fixed the relevant faults.

B.3.4 If the Materials/source Materials provided by the Client to the Contractor are protected by any intellectual property rights, the Client will at all times guarantee that it holds all the required licenses for provision to and the intended use by the Contractor within the scope of the Agreement.

B.3.5 Unless agreed otherwise, the Contractor has the right to use images, software and third-party components, including open source software for the development of the work. After delivery, the Client shall be responsible for ensuring correct compliance with the relevant third-party licenses when using the



developed works. The Contractor will provide the Client with sufficient information on the applicable license terms. Costs associated with the licenses that are necessary for the implementation of the Agreement, will be charged to the Client. This is specified in the quotation.

B.3.6 The Client itself is responsible for updating its own applications, Services, and infrastructure to ensure interoperability with the Contractor's products and Services. This is in connection with any links. Applications may not work properly if this is not done.

B.3.7 The Contractor is not liable for the Project/Service being unusable if this is due to the fact that the Client has not migrated its systems to the current standards in good time (on the Contractor's instructions), or if the Client is using standards that are no longer supported in the industry. The Contractor no longer considers a standard introduced 24 months ago to be current. This liability exclusion also applies if the Client is working with a version of an Internet browser, use of which and support for which can no longer be taken for granted because a new version of that Internet browser has been released.

## **Article B.4. Licensing conditions for development**

B.4.1 The Contractor grants the Client the right to use the developed Materials for the purposes intended by the Client when it entered into the Agreement.

B.4.2 In doing so, the Contractor will never assign any intellectual property rights to which it is entitled (such as copyright) to the Client unless expressly agreed otherwise In Writing.

B.4.3 The source code of the software supplied by the Contractor, not being open source software, and the technical documentation created during software development may not and will never be made available to the Client, nor is the Client permitted to make any changes to these, unless expressly agreed otherwise In Writing.

B.4.4 The Contractor grants the Client the non-exclusive right to use the software developed on its behalf. The Client will always strictly comply with the restrictions on use as agreed between the parties. The right of use granted is non-transferable.

B.4.5 The Client is not permitted to sell, rent, sub-license, dispose of the work developed or grant limited rights to such work or make it available to a third party in any way whatsoever or for whatever purpose, not even in the event that the third party uses the software exclusively on the Client's behalf, unless agreed otherwise In Writing, or in the event of and in combination with the sale of the Client's relevant business units or business activities.



## Module C. Hosting / SaaS

This module applies to the "remotely" provision and keeping available (hosting) of data and / or (web) applications to the Client by the Contractor through the Internet or another network, without the Client being provided with a physical carrier with the relevant software. This also includes registering and managing domain names.

### Article C.1. Performance

C.1.1 After the conclusion of the Agreement, the Contractor will perform the Service as soon as possible in accordance with the quotation, taking into account the reasonable wishes of the Client.

C.1.2 The Agreement stipulates when the Contractor will start installing and managing the (web) application.

C.1.3 The Contractor makes an effort to ensure that the (web) application is configured and managed to the best of its ability, applying sufficient care and craftsmanship.

C.1.4 The Client is obliged to do or omit everything necessary to enable a timely and correct installation of the (web) application. In particular, the Client will ensure that all data and facilities, of which the Contractor indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the installation of the (web) application, are made available to the Contractor in a timely manner.

### Article C.2. Duration of the agreement

C.2.1 The Agreement is contracted by Client for a minimum term of twelve (12) months, unless otherwise agreed in the quotation/order confirmation. After this, the Agreement will be continued for an indefinite period. After the end of the minimum term, the Agreement can be mutually terminated with due observance of a notice period of at least three (3) months. The termination of the Agreement by the Client or the Contractor must be done In Writing.

### Article C.3. Code of conduct

C.3.1 The Client will refrain from storing and / or distributing material or having material distributed, which is in violation of the provisions of Dutch law, including but not limited to material that is defamatory, insulting, racist, discriminatory or hateful, erotic or pornographic, unless explicitly permitted in the quotation, or material that infringes the rights of third parties, including but not limited to copyrights, trademark rights and portrait rights, that constitutes a violation of the privacy of third parties, including but not limited to the distribution of personal data of third parties without permission or necessity or the repeated harassment of third parties with unsolicited communication, hyperlinks, torrents or comparable information that the Client knows or should know refers to material that infringes the rights of third parties, unsolicited commercial, charitable or ideal communication, or that contains malicious content such as viruses or spyware.

C.3.2 The Client will refrain from hindering other Clients or internet users or causing damage to the Contractor's servers. The Client is prohibited from starting up processes or programs, whether or not by



means of the server, of which the Client knows or can reasonably suspect that this will hinder or cause damage to the Contractor, other Clients or internet users. The Contractor will inform the Client of any measures.

C.3.3 In addition to the obligations under the law, damage resulting from incompetence on the part of the Client or the Client's failure to act in accordance with the above points will be for the account of the Client.

C.3.4 In order to prevent the aforementioned problems such as damage and security risks, the Contractor is entitled at its own discretion to limit the Client's management options to such an extent that the management is carried out in its entirety by the Contractor.

## **Article C.4. License**

C.4.1 The Client hereby grants the Contractor an unlimited license to distribute, store, pass on or copy all Materials supplied by the Client to the Contractor's Services in any way deemed appropriate by the Contractor, but only insofar as this is reasonably necessary for the performance of the Agreement by the Contractor.

## **Article C.5. Indemnification**

C.5.1 The Client indemnifies the Contractor against all legal claims from third parties regarding the use of the Services by the Client. The Contractor is not responsible for the data / Services / software that are called up by means of a link.

C.5.2 If the Contractor has to perform work with regard to data of the Client, its employees or Users, on the basis of an authorized order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Client.

## **Article C.6. Services and availability**

C.6.1 All services of the Contractor are performed on the basis of a best efforts obligation, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned has also been described with sufficient certainty.

C.6.2 The electronic transmission of data from the Client in the context of the Services, in any way whatsoever, takes place at the risk and expense of the Client.

C.6.3 The Contractor is never obliged to also supply the applications made remotely available on a physical data carrier (e.g. CD or USB stick) to the Client.

C.6.4 If the Services are (partly) delivered through Services and / or networks of the Contractor, the Contractor will make an effort to minimize downtime.

C.6.5 The Contractor does not offer any guarantees about the exact amount of uptime, unless otherwise agreed in the quotation by means of an SLA designated as such. Unless otherwise provided in an applicable SLA, this article applies.



C.6.6 Unless proof to the contrary, the availability and service level measured by the Contractor will serve as complete proof.

C.6.7 The Contractor will endeavour to ensure that the Client can use the networks that are directly or indirectly connected to the Contractor's network. However, the Contractor cannot guarantee that these networks will be available at any time. Legal and contractual conditions may be attached to the use of third-party networks. The Contractor will make an effort to inform the Client of this in a timely manner.

C.6.8 If, in the opinion of the Contractor, a danger arises for the functioning of the Services or the network of the Contractor or third parties and / or the services provided via a network, in particular due to excessive sending of e-mail or other data, poorly secured Services or activities of viruses, trojans and similar software, the Contractor is entitled to take all measures they reasonably consider necessary to prevent this.

C.6.9 The Contractor has the right to put the Services or parts thereof temporarily out of use for the purpose of maintenance, adjustment or improvement thereof. The Contractor will try to have such a decommissioning take place outside office hours as much as possible and will make an effort to inform the Client in good time of the planned decommissioning. However, the Contractor is never obliged to pay compensation for damage that has arisen in connection with such decommissioning, unless explicitly agreed otherwise In Writing, for example in an SLA.

C.6.10 Only if expressly agreed In Writing is the Contractor obliged to have a fall-back centre or other fall-back facilities.

C.6.11 Unless the Agreement provides otherwise, the Contractor is not obliged to make backup copies (back-ups) of data stored by the Client on the Contractor's Services. Any backups made can be destroyed at any time after termination of the Agreement. It is the responsibility of the Client to request a backup upon termination or dissolution.

## **Article C.7. Adjustments**

C.7.1 The Contractor is entitled to adjust the applications made available at its own discretion during the term of the Agreement. If an adjustment leads to a significant change in functionality, the Contractor will make an effort to notify the Client thereof. Only if this is technically possible and would not require a disproportionate effort on the part of the Contractor, the Client can continue to use an older version of the application upon request. The Contractor may charge additional costs for providing this option.

## **Article C.8. Storage and data limit**

C.8.1 The Contractor can set a maximum for the amount of storage space or data traffic per month that the Client may use in the context of the Services. The Client will not exceed the limits, unless the Agreement explicitly regulates the consequences thereof. If this maximum is exceeded, the Contractor is authorized to charge an additional amount, in accordance with the amounts for extra data traffic stated in the Agreement. If no storage and / or data limit is agreed, the Contractor's fair use policy applies.

## **Article C.9. Procedure after termination**

C.9.1 The Contractor will ensure that, upon termination of the Agreement, the Client is given a reasonable opportunity to transfer the Client's data stored in the Contractor's systems back to its own systems or to



the systems of a new provider. For this purpose, the Contractor will make every effort to be able to offer the data in a common file format.

## Article C.10 Domain names and IP addresses

C.10.1 If the Service (partly) entails that the Contractor acts as an agent for the Client in obtaining a domain name and/or IP address, the provisions of this article shall moreover apply.

C.10.2 The application, assignment and the possible use of a domain name and/or IP address depend on and are subject to the applicable rules and procedures of the relevant Domain Name Providers, including Stichting Internet Domeinregistratie Nederland and RIPE. The relevant authority decides on the allocation of a domain name and/or IP address. The Contractor acts as an agent only in the application and provides no guarantee for the acceptance of an application.

C.10.3 The fact of registration can only be learned by the Client from the Contractor's e-mail confirmation, stating that the requested domain name has been registered. An invoice for registration fees does not apply as a confirmation of registration.

C.10.4 The Client shall indemnify and hold the Contractor harmless for any and all loss related to (the use of) a domain name or IP address on behalf of or by the Client.

C.10.5 The Contractor is not liable for the Client's loss of its right(s) to a domain name or for the fact that the domain name is applied for and/or obtained by a third party in the interim, except in the event of intent or gross negligence on the part of the Contractor.

C.10.6. If the Contractor registers a domain name in its name on behalf of the Client, the Contractor will comply with requests by the Client to relocate, transfer or terminate the domain name. If a domain name registered by the Contractor on behalf of the Client is disputed by a third party, the Contractor shall notify the Client of the claim without delay. The Client bears responsibility for his defence of rights to the domain name, unless the dispute is directly attributable to the Contractor's fault.

C.10.7. The Client shall comply with all terms of registration, provisions, and (dispute) resolution procedures set by domain-name suppliers for the application, assignment or use of a domain name and/or IP address. The Client is referred to the domain-name terms and conditions regarding the relevant extension on a summary page. The domain-name terms and conditions form part of the Agreement. The Contractor bears no liability for the loss of rights to a domain name or IP address as a result of the Client's failure to meet the renewal terms and conditions in good time or in the event of any disputes by third parties, unless directly caused by the Contractor's negligence or wrongful action.

C.10.8 The Contractor is entitled to cause the domain name and/or IP address to be inaccessible or unusable, or to place it (or cause it to be placed) in its own name if the Client is demonstrably in breach of the Agreement, however, only for as long as the Client is in breach and only after expiry of a reasonable period for the compliance required in a written notice of default.

C.10.9 If the Service extends to the periodic provision of agency services for the application of domain names and IP addresses during a certain period of time, the Agreement shall be deemed to have been entered into for the minimum period stated per service. If this minimum period has expired without a party



having expressed its wish to terminate the Agreement at least three (3) months before the end date of the contract, the Agreement is automatically extended by the period stated for each Service.

## Module D. Maintenance and support

This Module applies to Services that consist of installing, configuring and / or maintaining Materials and Services such as software, applications, websites, etc.

### Article D.1. Performance

D.1.1 Maintenance is understood to mean keep running of existing or new (developed) Materials in accordance with the quotation or further agreement, and more generally the repair of errors. Support is understood to mean providing assistance in maintaining or working with the Materials, whether or not remotely.

D.1.2 After the conclusion of the Agreement, the Contractor will carry out the work in accordance with the quotation as soon as possible, taking into account the reasonable wishes of the Client.

D.1.3 The Agreement stipulates when and at what fee the Contractor will start performing the Services and activities. There may be fixed fees, but also work based on hourly rates and subsequent calculation. The Agreement clearly states which activities will be carried out for which amounts.

D.1.4 All Services provided by the Contractor are performed on the basis of a best efforts obligation, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned is also described with sufficient certainty.

D.1.5 The Contractor does not offer any guarantees about results, unless otherwise agreed in the quotation by means of a Service Level Agreement (SLA) designated as such. Unless otherwise provided in an applicable SLA, this article applies. The Contractor will endeavour to execute requests from the Client as soon as possible, but cannot set firm deadlines for this. This applies to a period of planning and carrying out planned work as well as response times and repair times if there is a request to adjust, repair and / or improve the Service and / or Materials.

### Article D.2. Duration

D.2.1 The Agreement is entered into by the Client for a minimum term of twelve (12) months. After this, the Agreement will be continued for an indefinite period. After the end of the minimum term, the Agreement can be mutually terminated with due observance of a notice period of at least one (1) month. The termination of the Agreement by the Client or the Contractor must be done In Writing.

### Article D.3. Specifications and cooperation of the Client

D.3.1 If agreed, the Contractor will install and configure the Materials on hardware and networks to be designated by the Client. The Client is obliged to do or omit everything that is reasonably necessary and desirable to enable a timely and correct installation and operation of the Materials. In particular, the Client will ensure that all data, of which the Contractor indicates that these are necessary or of which the Client reasonably should understand that these are necessary for the delivery of the Materials, will be provided to the Contractor in a timely manner.

D.3.2 At the request of the Contractor, the Client will grant the Contractor's Employees and auxiliary persons all necessary access to the relevant computer systems to enable installation, configuration, maintenance, and adjustments of the Materials. Physical access to these systems will only take place if necessary, and only after prior consultation with the Client.

D.3.3 The choice, purchase and management of the hardware and networks to be used is the sole and complete responsibility of the Client. The Contractor will provide instructions on the desired configuration. If the designated hardware and networks do not meet the Contractor's requirements, the Contractor is entitled to refuse installation or configuration.

#### **Article D.4. Updates and improvements**

D.4.1 Only if this is part of the Agreement, the Contractor will make an effort to adjust the Materials from time to time to improve the functionality and to correct errors, whether or not on the basis of instructions and requests from the Client or on the basis of its own initiative, if provided for in the Agreement.

D.4.2 Only if this is part of the Agreement will the Contractor endeavour to keep the Materials up to date. In many cases, however, the Contractor is dependent on its supplier(s) and third parties. The Contractor is entitled not to install certain updates or patches if, in their opinion, this does not benefit the correct functioning of the software or is not in the interest of the Service.

D.4.3 The Contractor will endeavour to add changes and new functionality requested by the Client to the Materials. The Contractor is always entitled to refuse such a request if, in its opinion, it is not feasible or if it may impede the proper functioning or availability of the Materials. There are costs associated with adding changes and new functionality to the Materials at the request of the Client. The Contractor will communicate these costs to the Client in advance.

D.4.4 If an adjustment, update, or patch leads to changed functionality within an already developed Service or Project which has drastic consequences for the functioning of other Materials, systems, etc., the Contractor and the Client will consult about the consequences thereof. If it is decided to implement this change, update or patch, the Contractor is entitled to invoice the hours incurred separately on the basis of subsequent calculation.

D.4.5 If the Client wishes to implement a change to the Materials independently, this will be done entirely at the Client's own risk and responsibility. The Contractor will then no longer have to make an effort to fix bugs or errors. All this unless the Client has notified the Contractor of the desired change in advance and the Contractor has approved this In Writing. The Contractor may attach conditions to this approval.

D.4.6 Unless otherwise agreed, support to end users (customers of Client) is not included.

#### **Article D.5. Remote support**

D.5.1 Remote support is provided by phone, email, and other commonly agreed channels.

D.5.2 At the request of the Client, the Contractor will propose software with which the computers to be supported can be accessed remotely. It is the Client's responsibility to ensure that its network and security environment allows this software to work.



D.5.3 If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, the Contractor will consult with the Client to find a solution on location.

D.5.4 The Contractor is available for remote support (also for scheduling maintenance and repair of errors) on working days (Monday to Friday, with the exception of public holidays recognized in the Netherlands) from 9:00 am to 5:00 pm.

## Module E Advice and training

This Module applies to Contractors who perform consultancy work and / or provide training or courses.

### Article E.1. Specific provisions for training and courses

E.1.1 If the Agreement (also) extends to the provision of a course / training (hereinafter: course) by the Contractor, the provisions of this article apply.

E.1.2 There may be various courses, conducted by the Contractor.

- A course is understood to mean: a course, workshop, education, lecture, or training provided or offered by the Contractor.
- A general course is understood to mean: a course provided on the initiative of the Contractor intended for several parties.
- An internal course is understood to mean a course provided at the request of, on location at and aimed at employees of the Client.

E.1.3 Unless otherwise agreed, a separate fee is payable for course material in addition to the fee payable for the course.

E.1.4 In the case of an internal course, the Client is responsible for providing the facilities required by the Contractor (including in any case sufficient course space, computers, beamers, internet connection, food and drink) for the course, as well as for handling registrations and cancellations.

E.1.5 For a general course, the Contractor will provide the necessary facilities for the general course concerned.

E.1.6 In the case of an internal course, the Client has the right to cancel or reschedule the course up to fourteen (14) calendar days before the (first) date of the course. Any cancellation or change costs for facilities already booked (including travel costs or hotel accommodation for teachers) are at the expense of the Client.

E.1.7 In a general course, participation takes place in order of registration. The Contractor will confirm the registration by e-mail or refuse it with reasons. If a registration from the Client only reaches the Contractor after the maximum number of participants in the course has been reached, the Contractor will keep the registration and still accept it if another participant drops out. The Contractor will provide timely notice of this.

E.1.8 The Client decides whether the course is suitable for the participants or to participate in the course. The lack of the required prior knowledge of the Client or its employees is not a reason for cancellation and does not ensure that obligations under the Agreement and / or General Terms and Conditions are cancelled.

E.1.9 The Contractor is permitted to change the content, location, and dates / times of the general course. The Client will be informed of this no later than two (2) weeks before the start of the general course.

E.1.10 The Client has the right to cancel participation up to five (5) working days before the (first) date of the general course. The prize for participation will then be waived. In case of cancellation within five (5)

working days, the agreed price remains due. The Client is entitled to register a replacement up to and including the (first) day of the general course; this does not count as cancellation.

E.1.11 Payment is made in advance, prior to the course.

## **Article E.2. Specific provisions regarding advice**

E.2.1 If the Agreement (also) extends to the performance of advisory work by the Contractor, the provisions of this article apply.

E.2.2 Unless otherwise agreed In Writing, the Contractor does not give any guarantee regarding delivery and / or turnaround times. Work is carried out or will take place on working days other than a Saturday, Sunday or a generally recognized public holiday, between 9 a.m. and 5 p.m.

E.2.3 If it has been agreed that the work will be carried out in phases, the Contractor is entitled to wait with the execution of the next phase until the Client has approved the Materials and the associated results.

E.2.4 The use of results, Materials or other outcomes of the Services and activities are at all times at the risk and responsibility of the Client.

E.2.5 If and insofar as required for the proper execution of the Agreement, the Contractor has the right to have certain activities performed by third parties. Any (additional) costs related to this are for the account of the Client. The latter, of course, with the approval of the Client.

E.2.6 The Client will only use the results of the Agreement provided by the Contractor for the agreed purpose. More specifically, the Client will only use the texts drawn up by the Contractor for the destinations indicated in the Agreement. In that case, the Contractor also has the right to withdraw the user license with regard to the written texts. Article A.10 applies accordingly.

E.2.7 If necessary, the Contractor will inform the Client about the status and course of the work. In the Agreement, further agreements can be laid down in this regard concerning the number of contact moments and how this will take place. Interim reports can be part of this. The parties appoint contact persons to realize this process and to ensure that it runs positively.

E.2.8 Without prejudice to the provisions of Article A.6, the Contractor is entitled to invoice an amount prior to the work and may wait with the execution of the Agreement until the first payment has been received by the Contractor.