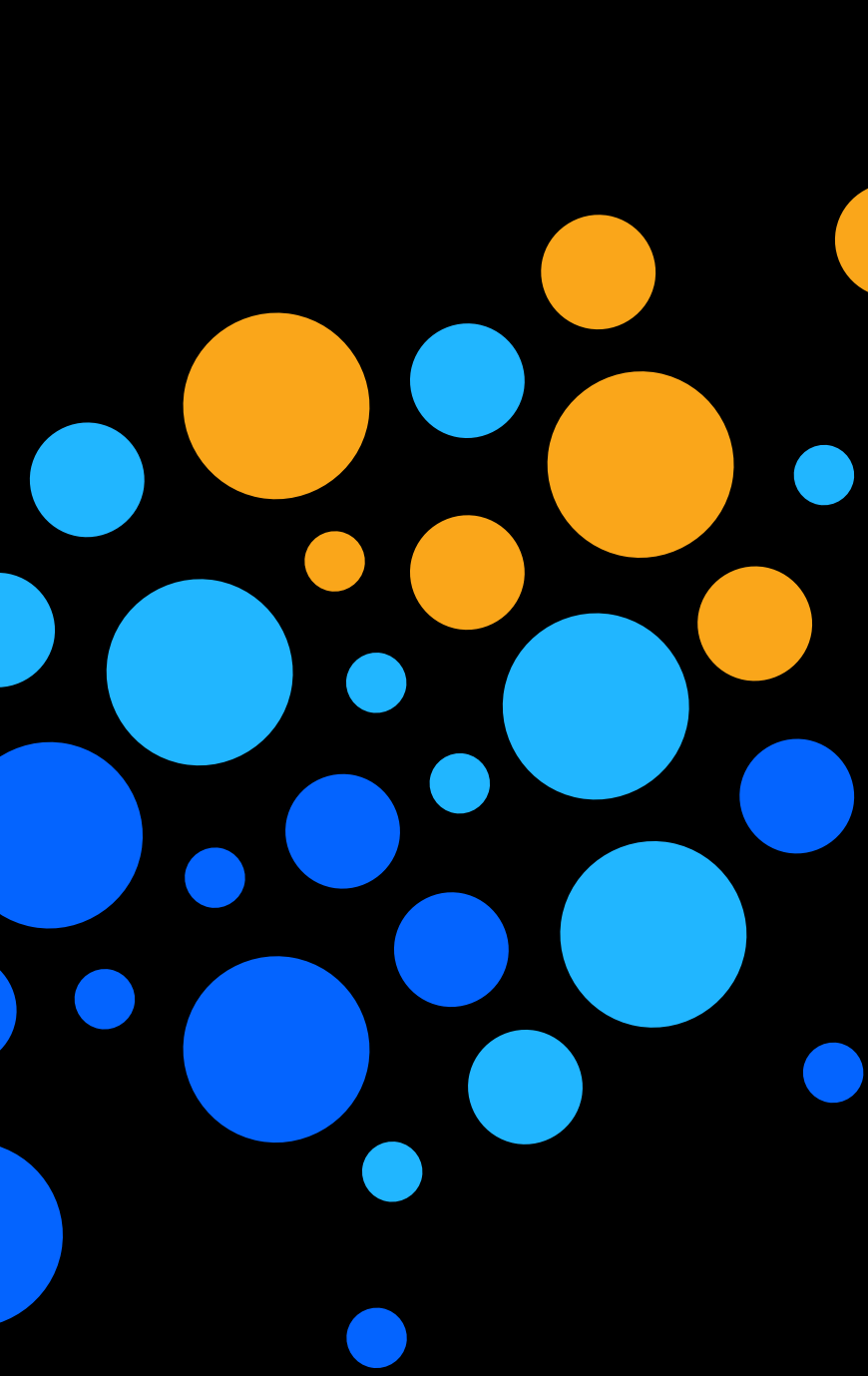
eraneos



General Terms and Conditions

Version May 2023

These are the General Terms and Conditions of Eraneos Eraneos Consulting Netherlands B.V., Eraneos Technology Netherlands B.V., Eraneos Learning Netherlands B.V., Eraneos Netherlands B.V., Eraneos Analytics Netherlands B.V. (hiereinafter: Eraneos), and the respective affiliated companies. All the aforementioned companies hereinafter jointly referred as: the Companies and each separately under the respective name or generically as the Company. These General Terms and Conditions have been filed with the Netherlands Chamber of Commerce under number 33238319 (Eraneos Consulting Netherlands B.V.) 34351329 (Eraneos Technology Netherlands BV), 53128591 (Eraneos Learning Netherlands B.V.), 59132922 (Eraneos Netherlands B.V.), 02070702 (Eraneos Analytics Netherlands B.V.) and can also be consulted on www.eraneos.com.

1. Definitions

1.1. Agreement
An (oral or written) agreement for an assignment of Work issued to the Companies by the Client and to which these General Terms and Conditions apply exclusively.

1.2. Client
The party that enters into an (oral or written) Agreement with one of the Companies or contacts the Companies in any way for that purpose.

1.3. Cosultancy Services
The advisory services that the Companies provide to the Client.

1.4. Data Protection Legislation
The applicable data protection rules, more specifically Regulation 2016/679, (General Data Protection Regulation (GDPR)) and the local implementations of this Regulation.

1.5. Data Subjects
A natural person about whom a controller holds personal data and who can be identified, directly or indirectly, by reference to that personal data as defined by Article 4(1), GDPR.

1.6. Outsourced Employee
A person who, in the service of or on behalf of the Companies, performs Work as described in the Agreement.

1.7. Force Majeure
A non-attributable shortcoming of the defaulting party, whereby this shortcoming is not due to the defaulting party and should not be borne by the defaulting party according to law, legal act or generally accepted opinion.

1.8. General Terms and Conditions
These General Terms and Conditions, which apply exclusively to all Agreements between the Companies and the Client.

1.9. Intellectual Property Rights
All intellectual property rights belonging to the Companies, including but not limited to copyrights, trade name rights, patents, design rights, trade secrets, know how, trademark registrations and other intangible assets and all filings, renewals and extensions of all of the foregoing.

1.10. Offer
Any form of offer made to the Client by or on behalf of the Companies, including, but not limited to, proposals, quotes and/or price specifications.

1.11. Order Confirmation
The written confirmation of the Agreement.

1.12. Overtime
All Work performed by the Employee on Monday through Friday before 8:00 a.m. or after 5:00 p.m. or all Work performed during the weekend.

1.13. Parties
The Client and the respective Company jointly.

1.14. Products
The Software, equipment and other materials supplied by the Company.

1.15. SaaS
The provision and maintenance of Software as a Service, by the Company for the Client remotely via the internet or another data network, without the Client being provided with a physical carrier holding the relevant Software.

1.16. Secondment Services
Services during which an Employee of the Companies is made available to the Client in order to perform work under the supervision and management of the Client.

1.17. Service Level Agreement
the written Agreement between the Company and the Client concerning the service level for the services that the Company will provide to the Client.

1.18. Software
The computer programs and user documentation made available to the Client by the Company based on a user license, during the term of the Agreement.

1.19. Work
The Consultancy Services, Secondment Services, SaaS Services or Product/s that the respective Company provides to the Client under the Agreement.

2. Applicability

2.1
These General Terms and Conditions apply to all Offers and Agreements between the Company and Client, the method of formation, and the implementation thereof.

2.2
These General Terms and Conditions also apply inter alia to shareholders, all employees, former employees, contractors, and other parties who are/were connected to or are/were employed by the Client.

2.3
The general terms and conditions of the Client are explicitly rejected, unless they have been accepted by the respective Company in writing.

2.4
If any provision of these General Terms and Conditions is invalid or becomes voided in whole or in part, the remaining provisions will survive fully. The Company and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, whereby the aim and purpose of the invalid or voided provision will be taken into account as much as possible.

3. Formation of an Agreement

3.1
Every Offer made by one of the Companies aimed at the conclusion of an Agreement, notwithstanding its form, is to be considered as non-binding.

3.2
Upon submittance of an Offer request by the Client, the respective Company will issue an Order Confirmation, listing the specific conditions of the Work to be delivered by the Company and submit it to the Client. The Client guarantees the accuracy and completeness of the information that it has provided to Company and upon which the Company has based its Offer.

3.3
The Offer is considered to be accepted:

A: if the Client tacitly accepts the Offer or Order Confirmation and the respective Company has started the Work and the Client has not objected in writing within five (5) working days; or

B: Upon reception of the signed Order Confirmation

If an Agreement has been formed in the manner described in Article 3.3.a) then it will be deemed to have been entered into at the rates stated in the Order Confirmation.

4. Amendments

4.1
Amendments to the Order Confirmation and to this General Terms and Conditions are only valid if they have been approved in writing by both Parties. Amendments can be initiated by any of the Parties. To that end, a written (email) request, in which the amendment and any impact on a project's timeline are specified, will be submitted by the relevant project manager. If the Client initiates an amendment to the Order Confirmation, the respective Company will indicate, within a reasonable period of time, the consequences the amendment will have on the previously determined timeline and the possible Overtime and further costs involved.

4.2
The Parties will notify each other immediately in writing with regard to any changes to their address.

5. Performance of the Work by the Outsourced Employee

5.1
As a rule, the Outsourced Employee will perform Work in sessions of four hours, in accordance with the dates and the number of sessions specified in the Order Confirmation and will adhere to the reasonable work instructions and statutory provisions issued to him/her.

5.2
The respective Company has the right to allow the Outsourced Employee to engage in vacation, training, internal consultation or other work, during the working hours specified in the Assignment. The hours spent for these purposes will not be declared to the Client.

5.3
The Company reserves the right to, after consultation with the Client, replace an Outsourced Employee provided the replacement will possess an equivalent profile and on condition that the continuation of the Work under the Agreement is not jeopardized.

5.4
The Company is free to engage third parties for the performance of the Work under the Agreement.

5.5
All deadlines specified by the Company are to be intended as being indicative and have been determined based on the information known to the Company at the time of entering into the Agreement, and these will be observed as much as possible; merely exceeding a specified deadline does not put the Company in default. The Company is not bound by deadlines that can no longer be met due to circumstances beyond its control that have occurred after entering into the Agreement. In all cases where a risk of exceeding a deadline is present, the Company and the Client will enter in consultations as soon as possible.

6. Duties of the Client

6.1
The Client will ensure that the Outsourced Employee and all Client's employees deployed for the services, will be able to operate in an appropriate and safe working environment that meets all applicable health and safety requirements.

6.2
The Client will provide the Company with all the information and cooperation that the Company requires for the correct execution of the Agreement.

6.3
The Client will ensure that the location is accessible and will provide the Outsourced Employee with all necessary security cards, codes, badges and hardware needed for the Outsourced Employee to commence and conduct his/her Work in a timely manner. The Client will inform the Outsourced Employee in a timely manner of all security measures in force and the IT policy Client applies.

6.4
In all cases where Client does not provide the data or access to systems necessary for the performance of the Assignment, or if the Client otherwise fails to fulfill its obligations, the Company has the right to suspend the execution of the Assignment and to charge the resulting costs according to its usual rates.

6.5
All costs resulting from non-compliance with one of the Client's obligations arising from this Agreement, will be borne exclusively by the Client.

6.6
During the term of the Agreement and within one (1) year after termination of the Agreement, the Client will not hire any Outsourced Employees of the Company who were closely involved in the Work under the Agreement, or otherwise have them work for the Client directly or indirectly, unless permission has been granted in writing by the Company.

6.7
The Client guarantees that all statutory provisions concerning the data to be processed, including, in particular, those stipulated by or pursuant to the applicable Data Protection Legislation and more specifically the General Data Protection Act (GDPR) and the relative local implementation rules, are strictly complied with.

7. Data Protection

7.1
Client and the Company will comply with all applicable requirements of the applicable Data Protection Legislation.

7.2
The parties acknowledge that, depending on the specific Service performed, the Company may act as a Data Controller or as a Data Processor, (where "Data Controller" and "Data Processor" have the meanings as defined in article 4 of the GDPR). More specifically, in all Consultancy and Advisory Services, when the Company processes personal data pursuant to the Agreement, the Company determines the purpose and means of this data processing, and thus acts as Controller within the meaning of the GDPR. Each party will independently act as a controller and Article 7.11 will not apply. Parties will not be considered joint controllers. For the purposes of the applicable Data Protection Legislation, when the Company processes personal data in the framework of among others, SaaS (support), Software provision and Maintenance, Hosting and Website related-services, the Client is to be considered the Data Controller and the Company undertakes the role of Data Processor.

7.3
To the extent that the Company processes personal data from the Client in the context of Hosting, SaaS and Software Services, the Client determines the purpose and means of the processing, and will thus act as a controller and the Company as a processor within the meaning of the GDPR, in this case Articles 7.11 will apply.

7.4
The Annex personal data processing which is attached to these Additional General Terms and Conditions and is to be filled out by the Client and be returned along with the acceptance of the Offer. The data processing annex forms an integral part of the Agreement.

7.5
The Client will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the personal data to the Company for the duration and purposes of this Agreement

7.6
The Company may share personal data with other Member Firms and/or other third parties engaged by the Company for (support relating to) the performance of the Work. Personal data will only be shared to the extent necessary with regard to the aforementioned activities and to the extent it is in compliance with the Applicable Legislation. The Company has designated a data protection officer who can be reached via: privacy.nl@eraneos.com

7.7
The Company will implement appropriate technical and organisational measures to safeguard the personal data against destruction, loss, alteration or unauthorised disclosure of, or access thereto.

7.8
To the extent it concerns personal data provisioned by the Client, the Company will inform the Client of (i) a request from a data subject wishing to exercise its rights is received, (ii) a complaint or claim relating to the processing of the personal data is received, and (iii) if the Company makes a notification pursuant to article 33 or 34 of the GDPR.

7.9
With regard to the instance where the Company acts as a Controller, upon the Company's request the Client will, without undue delay, fully cooperate and provide all information in order to comply with the Applicable Legislation, including, but not limited to information and cooperation in relation to data subjects exercising their rights and possible personal data breaches.

7.10
The Client shall indemnify the Company against any and all claims from third parties relating to non-compliance by the Client with the Applicable Legislation. This indemnification includes all loss suffered and any and all (legal) costs that the Company incurs or suffers in connection with any such claim.

7.11
In relation to any personal data processed in connection with the performance of its obligations under this agreement as a Data Processor, the Company undertakes it will:

7.11.1
Process that personal data solely for the purposes of this agreement and uniquely upon the Client's written instructions;

7.11.2
Ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures, (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity and availability of its systems and services, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

7.11.3
Ensure that all personnel who have access to and/or process personal data are under the obligation to keep and the personal data strictly confidential; and

7.11.4
The personal information entrusted to the Company can be transferred and processed in one or more countries, in or outside the European Union, depending on the countries where the Company operates. In all cases where personal data are transferred outside of the European Economic Area and/or outside countries providing an adequate level of protection and indicated by the European Commission as such, the Company has put in place appropriate safeguards to seek to preserve the privacy of the personal information involved, (mainly SCC's and BCR where applicable);

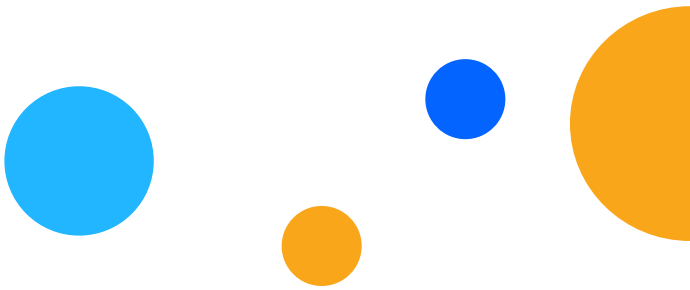
7.11.5
Assist the Client in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation;

7.11.6
Notify the Client without undue delay on becoming aware of a personal data breach;

7.11.7
Notify the Client without undue delay of any request received form a Data Subjects and related to the data processed;

7.11.8
At the Client's written direction, delete or return personal data and copies thereof to the Client on termination of this agreement, unless required by applicable law to store this personal data;

7.11.9
Maintain an accurate record of all processing activities performed on behalf of the Controller.



8. Performance of the Agreement

8.1
The Company performs its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the Client. All services by the supplier will be performed on the basis of an obligation to use best endeavors unless the supplier has expressly promised a result written Agreement and in so far the result concerned has also been defined with sufficient determinability in the Agreement.

8.2
The Company is not liable for loss or costs that are the result of the use or misuse of access or identification codes or certificates unless the misuse is the direct result of deliberate intent or recklessness on the part of the Company's management.

9. Service Level Agreements

9.1
Any agreements concerning a service level (Service Level Agreements) is to be expressly agreed in writing. The Client commits to always inform the supplier without delay about any circumstances that affect or that could affect the service level and its availability.

9.2
In presence of a Service Level Agreement, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by the Company in advance and circumstances beyond the Company's control are not taken into account. The availability measured by the Company counts as conclusive evidence, subject to evidence to the contrary produced by the Client.

10. Backups

10.1
If the services provided to the Client under the contract include making backups of the Client's data, the supplier will make a complete backup of the Client's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. The Company shall retain the backup for the duration of the agreed term or for the duration of the Company's usual term if agreements have not been made in this regard. The Company always retains the backup with due care.

10.2
The customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

11. Rates and costs

11.1
For the Work to be performed, the Company invoices the Client monthly based on the rates stated in the Order Confirmation and based on actual costs, unless the Parties have agreed otherwise in writing.

11.2
The fee payable for Consultancy Services or Secondment Services is determined by multiplying the number of actually spent sessions of four hours by the then applicable rate.

11.3
Unless agreed otherwise, the rates include travel and accommodation costs within the Netherlands insofar as these relate to travel between the Employees' places of residence and the location agreed upon with the Client for the performance of the Work.

11.4
For Overtime on Monday through Friday between 7:00 a.m. and 8:00 a.m. and between 5:00 p.m. and midnight, the Company will charge a 50% surcharge. For all other Overtime, this surcharge is 100%.

11.5
The Company reserves the right to implement rate changes on the condition that the Client is notified in writing no later than three months before the commencement date. Rate changes that are in line with Statistics Netherlands' Consumer Price Index or rate changes that are the result of increased taxes or social premiums will not constitute grounds for canceling the Agreement. In the event of other rate changes, the Client is entitled to terminate the Agreement within seven (7) working days of receiving the notice of rate change, with such termination taking place as of the commencement date of the rate change.

11.6
The Company reserves the right to separately invoice costs and fees – other than those arising from the Agreement – for reports and reproductions and for presentations to, training of and supervision of the Client's employees. All rates and costs offered to the Client are exclusive of VAT and other levies imposed by the government.

12. Invoicing

12.1
Invoices are sent to the Client after the end of each calendar month, stating the information specified in the Order Confirmation, unless the Parties have agreed otherwise in writing.

12.2
The Client is obligated to pay the full invoice, without deduction or settlement of any amount, within thirty (30) days of the invoice date.

12.3
If the Client does not pay the fees due within the agreed upon period, The Company is entitled, without prior notice of default, to charge the Client interest on the total amount due at the then applicable rate of statutory interest plus 2.5%. The Company is thereby entitled to collection costs in accordance with the "Extrajudicial Collection Costs (Fees) Decree" in the following rates:

Minimum rate	EUR	40.00
15% of the first	EUR	2,500.00
10% of the next	EUR	2,500.00
5% of the next	EUR	5,000.00
1% of the next	EUR	190,000.00

0.5% of the rest of the principal amount up to a maximum of EUR 6,775.00

13. Property

13.1
All Products to be delivered to the Client remain the property of the Company until all amounts that the Client owes to the Company under the Agreement, as well as any interest and collection costs as referred to in Article 12, have been paid to the Company by the Client in full.

13.2
The rights of use are always granted to the Client on the condition that the Client provides for the payment of the agreed fees in a timely and complete manner without any form of settlement.

14. Intellectual Property

14.1
Any pre-existing Intellectual Property Rights of either party that are made available for use in connection with the provision of the Services shall remain vested in that party; the other party shall have a license to use those rights so far as may be necessary to enable that party to provide or to enjoy the benefit of the provided Services.

14.2
All Intellectual Property Rights that are created in the course of the provision of the Services and in the Deliverables shall belong to the Company; the Client shall have a royalty free, perpetual license to use those rights as envisaged by this Agreement to enable the Client to have the benefit of the Services and the Deliverables for use within the Client's own business.

14.3
To the best of its knowledge, the Company confirms that the Deliverables will not in any way infringe the Intellectual Property Rights of any other person.

14.4
The Company shall have no liability in the case that an alleged infringement arises from the Client using the Deliverables in any manner or for any purpose other than those for which they were provided.

14.5
Client will not duplicate Products or make copies thereof. Client is not permitted to remove or change any indication concerning the intellectual property rights or other intellectual or industrial property rights from the Products, including indications concerning the confidential nature and secrecy of the software.

14.6
The Company is permitted to take technical measures to protect the software. If the Company has secured the Products by means of technical protection, Client is not permitted to remove or circumvent this protection. If the security measures result in Client not being able to make a backup of the Products, the Company will provide the Client with a backup of the Products at the Client's request.

14.7
If Client develops software or a third party develops software on its behalf, or in all cases where the Client intends to do this and requires information relating to the interoperability of the software to be developed and the software provided to the Client by the Company in order to achieve this interoperability, the Client will ask the Company specifically and in writing for the required information. The Company will then indicate within a reasonable period of time whether the Client can have access to the requested information and on which conditions, which is understood to include financial conditions and conditions concerning any third parties to be engaged by the Client. In these General Terms and Conditions, interoperability means the ability of software to exchange information with other components of a computer system and/or software and to communicate by means of this information.

14.8
With due observance of the other provisions in these conditions, Client is entitled to correct any errors in the software made available to it if this is necessary for the intended use thereof due to the nature of the software. Where these General Terms and Conditions refer to rights or obligations regarding errors, errors are understood to mean non-compliance with the functional specifications stated in writing and, in the event of development of customized software, with the functional specifications explicitly agreed to in writing. An error only exists if it can be proven and can be reproduced. The Client is obliged to report errors to the Company immediately.

14.9
The Client guarantees that no rights of third parties preclude the provision to the Company of equipment, software or materials for the purpose of use or processing and the Client will indemnify the Company against any action based on the claim that such provision, use or processing infringes any right of a third party.

15. Confidentiality

15.1
Each Party guarantees that all information received from the other Party before and after entering into the Agreement will remain confidential.

15.2
Each Party will take all reasonable measures to maintain the secrecy of confidential information received from the other party.

15.3
The Company is allowed to mention the Work performed for the Client by the Company and/or the corresponding results obtained in publications or advertisements unless the Client explicitly objects to this.

16. Termination and dissolution of the Agreement

16.1
An Agreement for an indefinite period of time, insofar as this does not concern an assignment with an agreed upon result, may be canceled in writing by both Parties by registered letter at the end of the calendar month with due observance of a notice period of six (6) months. An Agreement stipulated for a fixed period of time cannot be terminated prematurely by the Parties.

16.2
The Parties are entitled to dissolve the Agreement extrajudicially, effectively immediately, after one of the Parties has attributably failed to comply with one or more of the provisions in the Agreement. An attributable shortcoming exists if one Party is notified by the other party by registered letter concerning non-compliance with its obligations and if it fails to comply with the obligations within a reasonable period of time to be determined by the other party. The dissolution takes place in writing, by registered letter.

16.3
If one of the following circumstances arises, the Company is entitled to suspend the (further) execution of the Agreement or to proceed with the immediate termination of the Agreement without observing the notice period, namely in the event:

A: of bankruptcy, seizure, suspension of payment of the Client or late payment by the Client;
B: that a change occurs in the control of the Client's company;
C: that the Client performs an act that damages or could damage Company's trade name and/or reputation and/or Intellectual Property Rights;

16.4
If the Company has already performed Work for the execution of the Agreement, these costs must be paid, unless it is established that the Company is in default with regard to this Work. Amounts invoiced by the Company prior to the dissolution in connection with what it has already performed or delivered in the execution of the Agreement remain fully payable, subject to the provisions of the previous sentence, and become immediately claimable at the moment of dissolution.

17. Force Majeure

17.1
In the event of Force Majeure, the Company is not obliged to fulfill any obligation under the Agreement. Force Majeure also includes a non-attributable shortcoming of the Company's suppliers. In that case, the Client is not entitled to any compensation.

17.2
A case of Force Majeure will be communicated to the other Party in writing as soon as possible with submission of documentary evidence. The Parties will try to reach a reasonable solution in consultation.

18. Liability

18.1
The Company is committed to performing the Work in a professional and diligent manner.

18.2
Any liability of the Company and/or the (legal) persons referred to in Article 2 is limited to the amount that is paid out in the corresponding case under the professional liability insurance that it has taken out, plus the amount of the deductible borne by the Company under the applicable insurance contract in the corresponding case. If, for any reason whatsoever, no payment is made under the insurance referred to in the previous sentence, any liability is limited to the invoice amount charged by the Company in the corresponding Agreement in the corresponding year, up to a maximum of EUR 5,000.000.

18.3
The Company is not liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

18.4
The Client indemnifies the Company against all claims from third parties due to product liability as a result of a defect in a product or system that was delivered by the Client to a third party and that also consisted of equipment, Software or other materials supplied by the Company, except if and insofar as the Client proves that the damage was caused by that equipment, Software or other materials.

19. Agreements related to SaaS (Software as a Service)

19.1
The provisions of this 'Software as a Service' chapter apply in addition to the general provisions of these general terms and conditions

19.2
The Company provides the SaaS service exclusively on behalf of the Client. The Client is not allowed to allow third parties to use the services provided by the Company with respect to SaaS.

19.3
If the Company performs work relating to data of the Client, its employees or users based on a request or authorized order from a government agency or in connection with a legal obligation, all costs relating thereto will be charged to the Client.

19.4
The Company may modify the content or scope of the SaaS service. If such amendments lead to a change in the procedures applicable at the Client, the Company will inform the Client of this as soon as possible and the costs of this change will be borne by the Client. In that case, the Client may terminate the Agreement in writing on the date on which the amendment takes effect, unless this amendment relates to amendments in the relevant legislation or other regulations issued by competent authorities or the Company is responsible for the costs of this amendment.

19.5
The Company may continue the performance of the SaaS service using a new or amended version of the Software. The Company is not obliged to maintain, amend or add particular features or functionalities of the service or Software specifically for the Client.

19.6
The Company may take the SaaS service fully or partially out of service for preventive, corrective or adaptive maintenance or other forms of servicing. The Company will not allow the service to be out of operation for longer than is necessary and, if possible, will have this take place outside of office hours.

19.7
The Company is never obliged to provide the Client with a physical carrier containing the Software to be made available to and held by the Client in the context of the SaaS service.

19.8
The Company does not guarantee that the software to be made available under the SaaS service is error-free and will function without interruptions. The Company will endeavor to rectify possible errors and correct the Software within a reasonable period of time if and insofar as it concerns Software developed by the Company itself and the relevant defects have been described in detail to the Company by the Client in writing. Where appropriate, the Company may postpone the rectification of the defects until a new version of the Software is put into use. The Company does not guarantee that defects in Software not developed by the Company itself, but by third parties will be remedied. The Company is entitled to incorporate into the Software temporary solutions, workarounds or other restrictions that prevent problems. If the Software has been developed on behalf of the Client, The Company may charge the costs of repair to the Client in accordance with its usual rates.

19.9
Based on the information provided by The Company concerning measures to prevent and limit the consequences of malfunctions, defects in the provision of the SaaS service, corruption or loss of the Client's data or other incidents, the Client will identify the risks for its organization and take additional measures if necessary. The Company will use its best efforts, at the Client's request, to provide reasonable assistance with any further measures to be taken by the Client, upon the (financial) conditions to be set by the Company.

19.10
The Company is never obliged to rectify corrupted or lost data.

19.11
The Company does not guarantee that the Software to be made available within the framework of the SaaS service will be adapted to amendments in relevant laws and regulations in a timely manner.

20. Agreements envisaging the provision of Software

20.1
The provisions of this 'Software' chapter shall apply in addition to the general provisions of this General Terms and Conditions.

20.2
The Company make the agreed computer programs and agreed user documentation, hereinafter referred to as the 'software', available to the customer for use for the duration of the contract on the basis of a license for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed.

20.3
The Company's obligation to provide and the Client's right of use extend exclusively to the so-called object code of the Software. The Client's right of use does not extend to the source code of the Software. The source code of the Software and the technical documentation created during the development of the Software will not be made available to the Client, even if the Client is willing to pay financial compensation for this.

20.4
The Client will always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.

20.5
If the Parties have agreed that the Software may exclusively be used in combination with certain equipment, the Client is entitled, in the event of any equipment malfunction, to use the Software on other equipment with the same qualifications for the duration of the malfunction.

20.6
The Company may require the Client not to use the Software until the Client has obtained one or more codes required for its use from the Company, its supplier or the producer of the Software. The Company is always entitled to take technical measures to protect the Software against unlawful use and/or use in a different way or for purposes other than those agreed to between the Parties. The Client will never remove (or arrange for the removal of) or circumvent (or arrange for the circumvention of) technical provisions that are intended to protect the Software.

20.7
The Client may use the Software exclusively in and for the benefit of its own company or organization and only to the extent that this is necessary for the intended use. The Client will not use the Software for the benefit of third parties, for example (but not only) in the context of Software as a Service (SaaS) or outsourcing.

20.8
The Client is never permitted to sell, rent, dispose of or grant limited rights to the Software and the carriers on which the Software is or will be recorded, or to make them available to a third party by any means, for any purpose or under any title whatsoever. Nor will the Client give a third party – whether remotely (online) or not – access to the Software or transfer the Software to a third party for hosting, even if the third party in question uses the Software exclusively for the benefit of the Client.

20.9
Upon request, the Client will immediately cooperate with any investigation to be carried out by or on behalf of the Company regarding compliance with the agreed upon usage restrictions. The Client will grant access to its buildings and systems at the Company's first request. The Company will treat all confidential business information that it obtains in the context of an investigation of or at the Client as confidential, insofar as that information does not concern the use of the Software itself.

20.10
The Company is under no obligation to maintain the Software and/or provide support to users and/or administrators of the Software. If, contrary to the above, the Company is asked to provide maintenance and/or support regarding the Software, the Company may require the Client to enter into a separate written Agreement for this purpose.

20.11
At its discretion, The Company will deliver the Software on the agreed date upon data carrier format or, in the absence of arrangements in this regard, on a data carrier format to be determined by the Company or will make the Software available for delivery to the Client online.

20.12
The Company will install the Software at the Client only if this has been specifically agreed upon. In the absence of arrangements in this regard, the Client itself will install, organize, parameterize and tune the Software and, if necessary, modify the utilized equipment and user environment.

20.13
If the Parties have not agreed to an acceptance test, the Client accepts the software in its current state at the time of delivery ('as it is, where it is'), therefore with all visible and invisible errors and defects. In the aforementioned case, the Software will be deemed to have been accepted by the Client upon delivery or, if an installation to be performed by the Company has been agreed to in writing, upon completion of the installation.

20.14
If an acceptance test has been agreed upon between the Parties, the provisions of Articles 20.16 through 20.22 apply.

20.15
Where these General Terms and Conditions refer to 'errors', this is understood to mean the substantial non-compliance of the Software with the functional or technical specifications of the Software explicitly stated in writing by the Company, and, in the event that the Software fully or partially concerns customized software, with the functional or technical specifications explicitly agreed to in writing. An error only exists if the Client can demonstrate it and it is also reproducible. The Client is obliged to report errors immediately. The Company has no obligation whatsoever with regard to other defects in or of the Software other than with regard to errors as defined in these General Terms and Conditions.

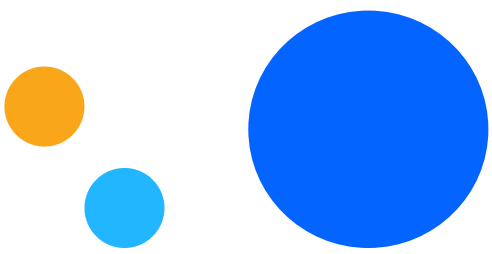
20.16
If an acceptance test has been agreed upon, the test period is fourteen (14) days following delivery or, if an installation to be carried out by the Company has been agreed upon in writing, fourteen days following completion of the installation. The Client is not entitled to use the Software for productive or operational purposes during the test period. The Client will carry out the agreed upon acceptance test with qualified staff and with sufficient scope and depth.

20.17
If an acceptance test has been agreed upon, the Client is obligated to test whether the delivered Software meets the functional or technical specifications explicitly stated by the Company in writing and, if and insofar as the Software fully or partially concerns customized software, the functional or technical specifications explicitly agreed to in writing.

20.18
The Software will count as accepted between the Parties:

A: if the Parties have agreed to an acceptance test on the first day after the test period; or
B: if the Company receives a test report as referred to in Article 20.16 before the end of the test period at the moment that the errors mentioned in that test report have been rectified, notwithstanding the presence of errors that do not prevent acceptance; or
C: if the Client makes any use of the Software for productive or operational purposes at the time of the corresponding commissioning.

20.19
If, during the execution of the agreed upon acceptance test, it becomes apparent that the Software contains errors in the sense of Article 20.27, the Client will report the test results to the Company in writing in a clear, detailed and comprehensible manner no later than the last day of the test period. The Company will endeavor, to the best of its ability, to rectify the errors in question within a reasonable period of time, whereby the Company is entitled to incorporate temporary solutions, workarounds, or other restrictions that prevent problems.



20.20
The Client may not withhold acceptance of the Software for reasons that are not related to the specifications explicitly agreed to in writing between the Parties and furthermore not due to the existence of minor errors, namely errors that do not reasonably prevent the operational or productive use of the Software, notwithstanding the Company's obligation to rectify these minor errors. Moreover, acceptance may not be withheld due to aspects of the Software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.

20.21
If the Software is delivered and tested in phases and/or components, the non-acceptance of a certain phase and/or component does not affect the acceptance of an earlier phase and/or another component.

20.22
Acceptance of the Software in one of the ways referred to in this Article results in the Company being discharged of the fulfillment of its obligations regarding the provision and delivery of the Software and, if an agreement has also been made for installation of the Software by the Company, of its obligations regarding the installation. Acceptance of the Software does not affect the Client's rights concerning minor defects and concerning the guarantee.

20.23
The Company will make the Software available to the Client within a reasonable period of time after entering into the Agreement.

20.24
Immediately after the Agreement has been terminated, the Client will return to the Company all copies of the Software that are in its possession. If it has been agreed that the Client will destroy the relevant copies at the end of the Agreement, the Client will immediately notify the Company in writing of such destruction. At or after the end of the Agreement, the Company is not obligated to provide assistance with a view to any data conversion desired by the Client.

20.25
The fee to be paid by the Client for the right of use is due at the agreed upon times, or in the absence of an agreed upon time:

A: if the Parties have not agreed that The Company is responsible for installation of the Software:
   - upon delivery of the Software;
   - or, in the case of periodically payable fees for right of use, upon delivery of the Software and subsequently at the start of each new period of right of use;

B: if the Parties have agreed that the Company is responsible for installation of the Software:
   - upon completion of that installation;
   - or, in the case of periodically payable fees for right of use, upon completion of the installation and subsequently at the start of each new period of right of use.

20.26
Apart from exceptions provided for by law, the Client is not entitled to fully or partially amend the Software without prior written consent from the Company. The Company is entitled to withhold consent or attach conditions to it. The Client bears the full risk of all amendments made, with or without the Company's permission, by third parties by or on behalf of the Client.

20.27
To the best of its ability, the Company will endeavor to rectify or repair errors within a reasonable period of time if they have been described in writing to the Company in a detailed manner within a period of three months after delivery, or, if an acceptance test has been agreed upon, within three months of acceptance. The Company does not guarantee that the Software is suitable for the actual and/or intended use, nor does the Company guarantee that the Software will work without interruption and/or that any errors will always be corrected. The repair will be carried out free of charge, unless the Software has been developed for the Client in a manner other than for a fixed price, in which case The Company will charge the repair costs according to its usual rates.

20.28
The Company may charge the repair costs according to its usual rates in case of operating errors or improper use by the Client or other causes that cannot be attributed to the Company. The obligation to repair expires if the Client amends or arranges for the amendment of the Software without written consent from the Company.

20.29
Rectification of errors takes place at a location and in a manner to be determined by the Company, which is entitled to incorporate into the Software temporary solutions, workarounds or other restrictions that prevent problems.

20.30
The Company is never obliged to rectify corrupted or lost data.

20.31
The Company has no obligation of any nature or content whatsoever with regard to errors that have been reported after the end of the guarantee period.

20.32
If and insofar as the Company makes third-party Software available to the Client, the Software (license) conditions of the relevant third parties will apply in the relationship between the Company and the Client, with the exception of the provisions in these General Terms and Conditions that deviate from the third-party conditions, provided that the Client has been notified in writing by the Company regarding the applicability of the third-party Software (license) conditions and that those conditions have also been provided to the Client before or upon the conclusion of the Agreement. Contrary to the previous sentence, the Client is not entitled to invoke the Company's failure to fulfill the aforementioned information obligation if the Client is a party as referred to in Article 6:235, paragraph 1 or paragraph 3, of the Dutch Civil Code.

20.33
If and insofar as the aforementioned conditions of third parties are deemed to be inapplicable or are declared inapplicable in the relationship between the Client and the Company for any reason whatsoever, the provisions of these General Terms and Conditions will apply in full.

21. Agreements concerning the development of Software and Websites

21.1
If specifications or a design of the Software or website to be developed have not already been provided to the Company before or upon entering into the Agreement, the Parties will consult each other and specify in writing which Software or website will be developed and in which manner the development will take place.

21.2
The Company will develop the Software and/or website with due care, and with due observance of the explicitly agreed upon specifications or design and – where appropriate – with consideration of the project organization, methods, techniques and/or procedures. Before commencing the development work, the Company may require the Client to provide written approval for the specifications or the design.

21.3
Where the parties use a development method based on iterative design and/or development of the software or parts of the software or website or parts of the website (Scrum, for example), the parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract. During the performance of the contract, the parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project, (a time box, for example) and/or in the subsequent, constituent development process.

21.4
Client accepts the risk that the software and/or the website may not necessarily meet all specifications. Client shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of these end users is supported by the customer's organisation. Client guarantees that the employees whom it deploys and who are appointed to key positions shall have the decision-making powers required for these positions. Client will take care of performing progress-related to be made during the performance of the Agreement as quickly as possible.

21.5
Client accepts the Software and/or website in its state at the end of the last development phase ('as it is, where it is'). After the last development phase, the Company is under no obligation to rectify errors, unless explicitly agreed upon otherwise in writing.

21.6
In the absence of specific arrangements in this regard, the Company will commence the design work and/or development work within a reasonable period of time, to be determined by the Company, after entering into the Agreement.

21.7
Upon request, the Client will enable the Company to perform the Work at the Client's office or location outside of the usual working days and working hours.

21.8
The Company's performance obligations with regard to the development of a website do not include the provision of a so-called content management system.

21.9
The Company' s performance obligations do not include the maintenance of the Software and/or the website, and/or the provision of support to users and/or administrators thereof. If, contrary to the above, the Company must provide maintenance and/or support, the Company may require the Client to enter into a separate written Agreement for this. This Work will be charged separately at The Company's usual rates.

21.10
Unless in the case where the Company hosts the Software and/or website on its own website for the benefit of the Client and based on the Agreement, the Company will deliver the website to the Client on an information carrier and in a form to be determined by it or make the Software and/or website available online for delivery to the Client.

21.11
The Company will make the Software and/or website developed for the Client and any associated user documentation available to the Client for use.

21.12
The source code of the Software and the technical documentation made during the development of the Software will be made available to the Client, only if this has been agreed upon in writing, in which case the Client will be entitled to make amendments to the Software.

21.13
The Company is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the Software.

21.14
Only if it is explicitly apparent from the content of the written Agreement that all design and development costs are fully and exclusively borne by the Client will no restrictions apply to the Client's right to use the Software and/or website.

21.15
The price for the development work also includes payment for the right to use the Software or website during the term of the Agreement.

21.16
The fee for the development of the Software does not include a fee for the support software and program and data libraries required by the Client, any installation services, and any modification and/or maintenance of the Software, nor does the fee include the provision of support to the users thereof.

21.17
The Company does not guarantee that the website it has developed works well in conjunction with all types or new versions of web browsers and any other Software, moreover the Company does not provide any guarantee that the website works properly in conjunction with all types of equipment.

22. Software maintenance and support

22.1
If agreed upon, the Company will perform maintenance relating to the Software specified in the Agreement. The maintenance obligation includes the repair of errors in the Software and – only if this has been agreed to in writing – the provision of new versions of the Software.

22.2
The Client will provide a detailed report of any errors found in the Software. After receiving the report, the Company will proceed to rectify errors and/or make improvements to subsequent new versions of the Software according to its usual procedures and to the best of its ability. Depending on the urgency and the Company's version and release policy, the results will be made available to the Client in a manner and within a period of time to be determined by the Company. The Company is entitled to incorporate in the Software temporary solutions, workarounds or other restrictions that prevent problems. The Client itself will install, organize, parameterize and tune the revised Software or the new version of the Software made available and, if necessary, modify the utilized equipment and user environment.

22.3
When the Company carries out the maintenance online, the Client will ensure timely provision of proper infrastructure and network facilities.

22.4
The Client will provide all cooperation required by the Company with regard to maintenance, including temporarily discontinuing use of the Software and making a backup of all data.

22.5
If the maintenance relates to software that has not been supplied to the Client by the Company itself, the Client will provide the source code and the technical (development) documentation of the software (including data models, designs, change logs, etc.) if the Company deems this necessary or desirable for the maintenance. The Client guarantees that he is entitled to make such provisions and grants the Company the right to use and amend the software, including the source code and technical (development) documentation in the context of performing the agreed maintenance activities.

22.6
The maintenance by the Company does not affect the Client's own responsibility for the administration of the software, including checking the settings and how the results of the Software's usage are deployed. The Client itself will install, organize, parameterize and tune the Software and, if necessary, modify the utilized equipment, other software and user environment and achieve the interoperability desired by the Client.

22.7
Maintenance includes the provision of new versions of the Software only if and insofar as this has been agreed to in writing. If the maintenance includes the provision of new versions of the Software, that provision will take place at Company's discretion.

22.8
After three (3) months of making an improved version available, the Company is no longer obligated to rectify any errors in the previous version nor to provide support and/or maintenance in relation to a previous version.

22.9
The Company may require the Client to enter into a further written Agreement with the Company for the provision of a version with new functionality and to pay a further fee for the provision. The Company may subsume functionality from a previous version of the Software unchanged but does not guarantee that every new version will contain the same functionality as the previous version. The Company is not obliged to maintain, amend or add particular Software features or functionalities specifically for the Client.

22.10
The Company may require the Client to modify its system (equipment, software, etc.) if this is necessary for the proper functioning of a new version of the Software.

22.11
If, under the Agreement, the services to be provided by the Company also include support for users and/or administrators, the Company will advise by telephone or email regarding the use and functioning of the Software specified in the Agreement. The Company may impose conditions as to the qualifications and the number of people who are eligible for support. The Company will process properly substantiated requests for support within a reasonable period of time and according to its usual procedures. The Company does not guarantee the accuracy, completeness or timeliness of responses or support offered. Support is provided on working days during the Company's usual opening hours.

22.12
In all cases where the services to be provided by the Company under the Agreement also include the provision of so-called standby services, the Company will keep one or more employees available during the days and at the times specified in the Agreement. In that case and in the event of emergencies where there is a serious malfunction in the functioning of the Software, the Client is entitled to call upon the support of the staff members kept available. The Company does not guarantee that all malfunctions will be remedied in a timely manner.

22.13
Maintenance and the other services agreed upon and referred to in this Article 22, will be carried out starting from the day on which the Agreement is entered into, unless the Parties have agreed otherwise in writing.

22.14
In the absence of an explicitly agreed upon payment schedule, all amounts relating to the maintenance of Software and the other services stipulated in the Agreement as referred to in this chapter are always due in advance each calendar month.

22.15
Amounts that relate to the maintenance of the Software and the other services stipulated in the Agreement as referred to in this chapter are due from the start of the Agreement, unless the Parties have agreed otherwise in writing. The fee for maintenance and other services is due regardless of whether the Client has (put) the Software in use or makes use of the option of maintenance or support.

23. Agreements concerning the performance of Advisory and Consultancy services

23.1
The completion time of an assignment in the field of advice and consultancy depends on various circumstances, i.e. the quality of the data and information provided by the Client and the cooperation offered. Unless otherwise agreed in writing, the Company will not commit to an advance assignment completion time.

23.2
The Company's services will only be performed on the Company's usual business days and times.

23.3
The use that the Client makes of advice and/or a consultancy report issued by the Company is always to be intended at the customer's risk.

23.4
Without the prior written permission of the Company, Client may not disclose any information concerning the Company the supplier's way of working, methods and techniques and/or the content of the provided advice or reports to any third parties.

23.5
The Company will regularly and periodically inform the Client on the performance of the Work. Client confirms it will inform the supplier in advance and in writing about any and all circumstances of importance for the provision of the Services, or circumstances that could be of importance to the Company.

24. General

24.1
The Client is not allowed, without prior – written – consent from the Company, to fully or partially transfer its rights under this Agreement and the appendices to third parties.

24.2
Parties hereby indicate that all provisions in this Agreement should be considered as essential provisions without which the Parties would not have entered into this Agreement.

24.3
If, at any time, one of the Parties does not invoke the fulfillment of one or more provisions of this Agreement by the other Party or does not exercise one of the rights under this Agreement, this will not have the effect of renouncing the applicability thereof, nor does this indicate that the other Party is permitted to not comply with one or more provisions of this Agreement.

24.4
Invalidity of one of the provisions of this Agreement has no consequences for the legal effect of the other provisions.

24.5
Amendments to this agreement are only valid if made in writing and signed by both parties.

25. Competent court and choice of law

25.1
All disputes arising from or related to this Agreement will be submitted exclusively to the ruling of the competent court in Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods with regard to Movable Property (the 'Vienna Sales Convention') does not apply.

25.2
Dutch law applies exclusively to the Agreement, as well as to all disputes related to or arising from the Agreement.

Contact

+31(0)203053700
info.nl@eraneos.com
www.eraneos.com