MIELOO & ALEXANDER
Business Integrators

General Terms and Conditions Mieloo & Alexander B.V.

1. Definitions

a. Client: the party that gives the order;
b. M&A: Mieloo & Alexander B.V.
c. Parties: Client and M&A;

2. Applicability

a. These Terms and Conditions apply to all offers and contracts pursuant to which M&A delivers goods and/or provides services of any nature whatsoever and under whatever name to the Client.
b. Departures from and additions to these general terms and conditions shall only be valid if they are agreed between the Parties in writing.
c. The applicability of the Client's purchasing or other conditions is specifically excluded.
d. If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions shall remain fully in effect. M&A and the Client shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

3. Offers

a. All offers and other communications of M&A are subject to confirmation unless M&A has indicated otherwise in writing.
The Client guarantees that the information that it has provided or that has been provided on its behalf to M&A and on which M&A has based its offer is accurate and complete.

4. Price and payment

a. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by M&A are in euros (EUR) and the Client must make all payments in euros.
b. The Client may not derive any rights or expectations from a cost estimate or budget issued by M&A unless the Parties have otherwise agreed in writing. An available budget made known to M&A by the Client shall only apply as a (fixed) price agreed between the Parties for the performance to be delivered by M&A if this has been expressly agreed in writing.
c. If, according to the contract concluded between the Parties, the Client consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards M&A for performance of the contract.
d. Information from M&A's records shall count as conclusive evidence with respect to the performance delivered by M&A and the amounts owed by the Client for delivery of this performance, without prejudice to the Client's right to produce evidence to the contrary.
e. If a periodic payment obligation on the part of the Client applies, M&A shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract. If the contract does not expressly provide for the possibility on the part of M&A to adjust the prices or rates, M&A shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the Client does not agree to the adjustment in this latter case, the Client shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

f. The Parties shall record the date or dates on which M&A shall charge the Client for the performance agreed in the contract. Amounts owed must be paid by the Client in accordance with the agreed payment terms or the payment terms stated on the invoice. The Client may not suspend any payment and may also not set off any amounts owed.
g. If the Client fails to pay amounts due or fails to do so on time, the Client shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the Client fails to pay the amount due after a demand for payment or a notice of default has been issued, M&A shall be entitled to refer the debt for collection, in which case the Client must pay all judicial and extrajudicial costs, including all costs charged by external experts and Lawyers. The foregoing shall be without prejudice to M&A's other legal and
contractual rights.

5. Term of the contract

a. If and insofar as the contract concluded between the Parties is a continuing performance contract, the contract shall be entered into for the term agreed between the Parties. A term of one year shall apply if no term has been agreed.
b. The term of the contract shall be tacitly extended, each time by the period of time originally agreed, unless the Client or M&A terminate the contract in writing with due observance of a notice period of three months prior to the end of the current term.

6. Confidentiality and transfer of personnel

a. The Client and M&A must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply to M&A if and insofar as M&A is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by M&A. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the Parties.
b. The Client acknowledges that software originating from M&A is always confidential in nature and that this software contains trade secrets of M&A and its M&As or the producer of the software.
c. During the term of the contract and for one year following its termination, each of the Parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the contract unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that the Client must pay reasonable compensation to M&A.

7. Privacy and data processing

a. If necessary for the performance of the contract, the Client shall on request inform M&A in writing about the way in which the Client performs its legal obligations regarding the protection of personal data.
b. The Client indemnifies M&A against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts on which a claim is based are attributable to M&A.
c. The Client is fully responsible for the data that it processes in the context of using a service of M&A. The Client guarantees vis-à-vis M&A that the content, use and/or processing of the data

are not unlawful and do not infringe any right of a third party. The Client indemnifies M&A against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

8. Security

a. If M&A is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the Parties regarding security. M&A does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
b. The access or identification codes and certificates provided by or because of M&A to the Client are confidential and must be treated as such by the Client, and may only be made known to authorised personnel in the Client's own organisation. M&A is entitled to change the access or identification codes and certificates.
c. The Client must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

9. Retention of title, reservation of rights and suspension

a. All items delivered to the Client shall remain the property of M&A until all amounts owed by the Client to M&A under the contract concluded between the Parties have been paid to M&A in full. A Client that acts as a reseller may sell and supply all items that are subject to M&A's retention of title insofar as doing so is usual in the context of the Client's ordinary course of business.
b. The property-law consequences of the retention of title with respect to an item destined for export shall be governed by the laws of the State of destination if those laws contain provisions that are more favourable to M&A.
c. As and when necessary, rights shall be granted or transferred to the Client subject to the condition that the Client has paid all amounts owed under the contract.
d. M&A may retain all information, documents, software and/or data files received or created in the context of the contract in spite of an existing obligation to hand over or transfer until the Client has paid all amounts owed to M&A.

10. Risk transfer

a. The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the contract shall pass to the Client at the time at which the Client or an auxiliary person of the Client comes into actual possession of the items and information referred to.

11. Intellectual property

a. If M&A is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken expressly and in writing. If the Parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment or other materials specifically developed for the Client shall transfer to the Client, this shall be without prejudice to M&A's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall

likewise be without prejudice to M&A's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the Client.

b. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the Client under the contract are held exclusively by M&A, its licensors or its M&As. The Client shall have the rights of use expressly granted under these general terms and conditions, the contract concluded in writing between the Parties and the law. A right accorded to the Client is non-exclusive and may not be transferred, pledged or sublicensed.
c. The Client may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
d. Even if not expressly provided for in the contract, M&A may always take technical measures to protect equipment, data files, websites, software made available, software to which the Client is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items.
   The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.
e. M&A indemnifies the Client against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by M&A itself infringe an intellectual property right of that third party, subject to the condition that the Client immediately informs M&A in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to M&A. The Client shall provide the powers of attorney and information required to M&A and assist M&A to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) materials made available to M&A by the Client for use, modification, processing or maintenance or (ii) changes made or commissioned by the Client in the software, website, data files, equipment or other materials without M&A's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by M&A itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of M&A, there is a good chance that such an infringement is occurring, M&A shall if possible ensure that the Client can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of M&A due to infringement of a third party's intellectual property right is excluded.
f. The Client guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to M&A for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The Client indemnifies M&A against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
g. M&A is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the Client.

12. Obligations to cooperate

a. The Parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the Parties. The Client shall always extend, in a timely manner, the cooperation reasonably required by M&A.
b. The Client bears the risk of selecting the items, goods and/or services to be provided by M&A. The Client must always exercise the utmost care to guarantee that the requirements that M&A's performance must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardisation sheets and the like are not binding for M&A unless expressly stated otherwise by M&A.
c. If the Client deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required. If M&A's employees perform work at the Client's location, the Client must provide, on time and free of charge, the facilities required, such as a workspace with computer and network facilities. M&A shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the Client proves that this damage or these costs are the result of deliberate intent or recklessness on the part of M&A's management.
d. The workspace and facilities must meet all legal requirements. The Client indemnifies M&A against claims of third parties, including M&A's employees, who suffer injury in the context of performing the contract as a result of acts or omissions of the Client or unsafe situations in the Client's organisation. The Client shall make the company and security rules current in its organisation known to employees deployed by M&A prior to the start of the work.
e. If, in connection with M&A's services and products, the Client makes software, equipment or other resources available to M&A, the Client guarantees that all licences or approvals that M&A may require in relation to these resources shall be obtained.
f. The Client is responsible for the management, including checking the settings, and use of the products supplied and/or services provided by M&A, and the way in which the results of the products and services are used. The Client is also responsible for appropriately instructing users and for the use made by users.
g. The Client shall itself install, organise, parameterize and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

13. Obligations to provide information

a. To enable proper performance of the contract by M&A, the Client shall always provide all information reasonably required by M&A to M&A in a timely manner.
b. The Client guarantees that the information, designs and specifications that it has provided to M&A is or are accurate and complete. If the information, designs or specifications provided by the Client contain inaccuracies apparent to M&A, M&A shall contact the Client to make enquiries about the matter.
c. In connection with continuity, the Client shall designate a contact person or contact persons who shall act in that capacity for the duration of M&A's work. The Client's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the Client wishes to achieve.
d. M&A is only obliged to periodically provide information concerning the performance of the work to the Client through the contact person designated by the Client.

14. Project and steering groups

a. If both Parties are participating in a project or steering group through one or more employees that they have deployed, the provision of information shall take place in the manner agreed for the project or steering group.
b. Decisions made in a project or steering group in which both Parties are participating shall only be binding for M&A if the decisions are made in accordance with that which has been agreed between the Parties in writing in this regard or, in the absence of written agreements in this context, if M&A has accepted the decisions in writing. M&A is never obliged to accept or implement a decision if, in its opinion, the decision cannot be reconciled with the content and/or proper performance of the contract.
c. The Client guarantees that the persons that it has designated to participate in a project or steering group are authorised to make decisions that are binding for the Client.

15. Terms

a. M&A shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the Parties. The interim dates and delivery dates specified by M&A or agreed between the Parties shall always apply as target dates, shall not bind M&A and shall always be indicative.
b. If a term is likely to be exceeded, M&A and Client shall consult with each other about the consequences of the term being exceeded in relation to further planning.
c. In all cases, therefore also if the Parties have agreed firm deadlines and delivery periods or dates and delivery dates, M&A shall only be in default as a result of a period of time being exceeded after the Client has declared M&A to be in default in writing and a reasonable term that the Client granted to M&A to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give M&A the opportunity to respond adequately.
d. If it has been agreed that the work under the contract is to be performed in phases, M&A shall be entitled to postpone the start of a phase's work until the Client has approved the results of the preceding phase in writing.
e. M&A shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the Parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the Client fails to fulfil its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the Client to give notice of termination or to rescind (in Dutch: 'ontbinden') the contract.

16. Termination and cancellation of the contract

a. Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The Client's payment obligations and all obligations of the Client or a third party engaged by the Client to cooperate and/or provide information apply in all cases as essential obligations under the contract.
b. If, at the time of rescission, the Client has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the Client proves that M&A is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts

invoiced by M&A prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.

c. A contract which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the Parties in writing following consultation between the Parties. Reasons for the termination must be stated. If a notice period has not been agreed between the Parties, a reasonable period must be observed when notice of termination is given. M&A is never obliged to pay any compensation due to termination.
d. The Client may not terminate a contract of engagement that has been entered into for a definite period of time.
e. Either of the Parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. M&A may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the Client's company. M&A is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the Client goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use M&A's services, without termination by M&A being required.

17. Liability

a. M&A's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the Client, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. M&A's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 250.000 (two hundred fifty thousand euros), however.
b. M&A's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than EUR 1.00.000 (one million euros).
c. M&A's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the Client's Clients, loss arising from the use of items, materials or software of third parties prescribed by the Client to M&A and loss arising from the engagement of M&As prescribed by the Client to M&A is excluded. M&A's liability for corruption, destruction or loss of data or documents is likewise excluded.
d. The exclusions and limitations of M&A's liability described paragraphs a up to and including c of this article are entirely without prejudice to the other exclusions and limitations of M&A's liability described in these general terms and conditions.
e. The exclusions and limitations referred to in paragraphs a up to and including d of this article shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of M&A's management.
f. Unless performance by M&A is permanently impossible, M&A shall only be liable due to an attributable failure in the performance of a contract if the Client declares M&A to be in default in writing without delay and grants M&A a reasonable term to remedy the breach, and M&A

culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give M&A the opportunity to respond adequately.

g. For there to be any right to compensation, the Client must always report the loss to M&A in writing as soon as possible after the loss has occurred. Each claim for compensation against M&A shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the Client has instituted a legal action for damages prior to the expiry of this period.
h. The Client indemnifies M&A against any and all claims of third parties due to product liability as a result of a defect in a product or system that the Client supplied to a third party and that consisted in part of equipment, software or other materials supplied by M&A, unless and insofar the Client is able to prove that the loss was caused by the equipment, software or other materials referred to.
i. The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that M&A engages in the performance of the contract.

18. Force majeure

a. None of the Parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of M&A means, among other things: (i) force majeure on the part of M&As of M&A, (ii) the failure to properly fulfil obligations on the part of M&As that were prescribed to M&A by the Client, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to M&A by the Client, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.
b. Either of the Parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the Parties owing each other anything else.

19. Changes and additional work

a. If, at the request or prior consent of the Client, M&A has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the Client shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the Parties, in accordance with M&A's usual rates.
   M&A is not obliged to honour such a request and may require that a separate contract be concluded in writing for the purpose.
b. Insofar as a fixed price has been agreed for the provision of services, M&A shall on request inform the Client in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.

20. Transfer of rights and obligations

a. The Client may not sell, transfer or pledge its rights and obligations under a contract to a third party.
b. M&A is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

21. Provision of services

a. This article shall apply if M&A provides services of whatever nature, whether or not set out in more detail in one of the other articles of these general terms and conditions, to the Client.
b. M&A shall perform 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 M&A shall be performed on the basis of an obligation to use best endeavors unless and insofar as M&A has expressly promised a result in the written contract and the result concerned has also been defined with sufficient determinability in the contract.
c. M&A shall not be 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 M&A's management.
d. If the contract has been entered into with a view to performance by one specific person, M&A shall always be entitled to replace this person with one or more persons who have the same and/or similar qualifications.
e. M&A is not obliged to follow the Client's instructions in the performance of its services, particularly not if these instructions change or add to the content and scope of the agreed services. If such instructions are followed, however, payment shall be made for the work concerned in accordance with M&A's usual rates.
f. Any agreements concerning a service level (Service Level Agreements) shall only be expressly agreed in writing. The Client shall always inform M&A without delay about any circumstances that affect or that could affect the service level and its availability.
g. If agreements about a service level have been made, 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 M&A in advance and circumstances beyond M&A's control are not taken into account. The availability measured by M&A shall count as conclusive evidence, subject to evidence to the contrary produced by the Client.
h. If the services provided to the Client under the contract include making backups of the Client's data, M&A shall 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. M&A shall retain the backup for the duration of the agreed term or for the duration of M&A's usual term if agreements have not been made in this regard. M&A shall retain the backup with due care.
i. The Client remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

22. Software as a Service (SaaS)

a. This article shall apply if M&A performs services under the name or in the field of Software as a Service (SaaS). For the application of these general terms and conditions, SaaS means a service by which M&A makes software available to the Client remotely through the Internet or another data network, and maintains this availability remotely, without providing a physical carrier with the software concerned to the Client.
b. M&A shall only provide SaaS on the instructions of the Client. The Client may not allow third parties to make use of the services provided by M&A in the field of SaaS.
c. If M&A performs work relating to the data of the Client, its employees or users pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work shall be charged to the Client.
d. M&A may change the content or scope of the SaaS delivery model. If such changes result in a change in the Client's current procedures, M&A shall inform the Client about the matter as soon

as possible and the costs of this change shall be borne by the Client. The Client may in this case give notice of termination of the contract, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or M&A bears the costs of this change.

e. M&A may continue to provide SaaS using a new or modified version of the software. M&A is not obliged to maintain, modify or add certain features or functionalities of the service or software specifically for the Client.
f. M&A may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. M&A shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.
g. M&A is never obliged to provide a physical carrier to the Client that contains the software provided to and held by the Client in the context of the SaaS.
h. M&A does not guarantee that the software made available and held in the context of the SaaS is free of errors and functions without interruption. M&A shall make efforts to fix the errors in the software referred to in article 24 paragraph c within a reasonable term if and insofar as the matter concerns software developed by M&A itself and the Client has provided a detailed, written description of the defects concerned to M&A. Where there are grounds for doing so, M&A may postpone the fixing of defects until a new version of the software is put into operation. M&A does not guarantee that defects in software that it has not developed itself shall be fixed. M&A is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. If the software was developed on the instructions of the Client, M&A may charge for the costs of fixing to the Client in accordance with M&A's usual rates.
i. Based on the information provided by M&A concerning measures to prevent and limit the effects of malfunctions, defects in the SaaS, corruption or loss of data or other incidents, the Client shall identify and list the risks to its organisation and take additional measures if necessary. M&A declares that it is prepared to provide assistance, at the Client's request, to the extent reasonable and according to the financial and other conditions set by M&A, with respect to further measures to be taken by the Client. M&A is never obliged to recover data that has been corrupted or lost.
j. M&A does not guarantee that the software made available and held in the context of the SaaS shall be adapted to changes in relevant legislation and regulations on time.
k. Under legislation pertaining to the processing of personal data, such as the Personal Data Protection Act, the Client has obligations towards third parties, such as the obligation to provide information and allow the person concerned to inspect his or her personal data, and correct and delete the personal data of the person concerned. The Client is fully and solely responsible for the fulfilment of these obligations. The Parties maintain that M&A is the 'processor' within the meaning of the Personal Data Protection Act with respect to the processing of personal data.
l. To the extent that doing so is technically possible, M&A shall provide support in the context of the obligations that the Client must fulfil as referred to in paragraph k of this article. The costs associated with this support are not included in the agreed prices and payments and shall be borne by the Client.
m. The SaaS provided by M&A shall commence within a reasonable term following the conclusion of the contract. The Client shall promptly ensure that it has the facilities required to use the SaaS following the conclusion of the contract.
n. The Client shall owe the payment specified in the contract for the SaaS. In the absence of an agreed payment schedule, all amounts that relate to the SaaS provided by M&A shall be payable each calendar month in advance.

23. Software

a. This article shall apply if M&A makes software available to the Client for use other than on the basis of SaaS.

Right of use and restrictions on use

b. M&A shall make the agreed computer programs and agreed user documentation, hereinafter referred to as the 'software', available to the Client for use for the duration of the contract on the basis of a licence for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed.
c. M&A's obligation to make available and the Client's right of use extend only to the software's object code. The Client's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the Client, not even if the Client is prepared to pay a financial amount for the source code and technical documentation.
d. The Client shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.
e. If the Parties have agreed that the software may only be used in combination with certain equipment, the Client shall in the event of any malfunction of this equipment be entitled to use the software on other equipment with the same qualifications during the time that the original equipment remains defective.
f. M&A may require that the Client only start using the software after having received one or more codes needed for use from M&A, M&A's supplier or the producer of the software. M&A is always entitled to take technical measures to protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the Parties. The Client shall never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.
g. The Client may only use the software in and for its own company or organisation and only insofar as doing so is necessary for the intended use. The Client shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.
h. The Client may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software and the carriers on which the software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. The Client may also not grant, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only uses the software for the Client.
i. If so requested, the Client shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for M&A. Should M&A so demand, the Client shall grant M&A access to its buildings and systems. Insofar as such information does not concern the use of the software itself, M&A shall treat all confidential business information that it obtains from the Client or at the Client's business location in the context of an investigation as confidential.
j. The Parties maintain that the contract concluded between the Parties, insofar as the object of this contract is the making available of software for use, shall never be deemed to be a purchase contract.
k. M&A is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the foregoing, M&A is asked to perform

maintenance work and/or provide support with respect to the software, M&A may require that the Client enter into a separate, written contract for the purpose.

Delivery and installation

m. At its discretion, M&A shall deliver the software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carrier determined by M&A, or shall make the software available to the Client online. At M&A's discretion, any agreed user documentation shall be made available in printed or digital form in a language determined by M&A.
n. M&A shall only install the software at the Client's business location if this has been agreed between the Parties. If no agreements have been made for the purpose, the Client shall itself install, organise, parameterise, tune and, if necessary, modify the equipment and operating environment used.

Availability

o. M&A shall make the software available within a reasonable term following the conclusion of the contract.
p. Following the end of the contract, the Client shall return all copies of the software in its possession to M&A without delay. If it has been agreed that the Client must destroy the copies concerned at the end of the contract, the Client shall report the destruction of the copies to M&A in writing without delay. At or following the end of the contract, M&A shall not be obliged to provide assistance for the purpose of a data conversion desired by the Client.

Payment for the right of use

q. The Client must pay the amount owed for the right of use at the agreed times or, if a time has not been agreed:
   a. if the Parties have not agreed that M&A shall install the software:
      - when the software is delivered;
      - or, in the case of periodically owed payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;
   b. if the Parties have agreed that M&A shall install the software:
      - upon completion of installation;
      - or, in the case of periodically owed payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term.

Changes in the software

r. Baring exceptions provided for by law, the Client may not change all or part of the software without the prior written permission of M&A. M&A is entitled to refuse or attach conditions to such permission. The Client shall bear the entire risk of all changes that it makes or changes made by third parties on its instructions, whether or not with M&A's permission.

Guarantee

s. M&A shall strive to the best of its ability to fix errors within a reasonable term if these errors are reported in writing in a detailed manner to M&A within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. M&A does not guarantee that the software is suitable for actual use and/or the intended use. M&A also does not guarantee that the software will operate without interruption and/or that all errors will always be fixed.

Fixing work shall be carried out free of charge unless the software was developed on the instructions of the Client other than for a fixed price, in which case M&A shall charge for the costs of fixing in accordance with its usual rates.

t. M&A may charge for the costs of fixing in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the Client, or as a result of causes that cannot be attributed to M&A. The obligation to fix errors shall cease to apply if the Client makes changes in the software or has such changes made without M&A's written permission.
u. The fixing of errors shall take place at a location and in a manner determined by M&A. M&A is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.
v. M&A is never obliged to recover data that has been corrupted or lost.
w. M&A does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in paragraph s of this article.

Software of suppliers

x. If and insofar as M&A makes third-party software available to the Client, the licence terms of the third parties concerned shall apply in the relationship between M&A and the Client with respect to the software instead of the provisions of these general terms and conditions that differ from those licence terms, provided that the applicability of the licence terms of the third party concerned was reported to the Client by M&A in writing and, in addition, a copy of the applicable licence terms was made available to the Client prior to the conclusion of the contract. In derogation from the provisions of the preceding sentence, the Client shall not be entitled to invoke failure on the part of M&A to fulfil the aforementioned obligation to provide information if the Client is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
y. If and insofar as, for whatever reason, the terms of third parties referred to above are deemed not to apply or are declared inapplicable in the relationship between the Client and M&A, the provisions of these general terms and conditions shall apply in full.

24. Acceptance

a. If the Parties have not agreed an acceptance test, the Client shall accept the software as stated in article 23 in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to M&A's obligations under the guarantee scheme as set out in article 23 paragraphs s up to and including w. In the aforementioned case, the software shall be deemed to have been accepted by the Client upon delivery or, if installation by a M&A has been agreed in writing, upon completion of installation.
b. The provisions of paragraphs c up to and including j shall apply if an acceptance test has been agreed between the Parties.
c. In these general terms and conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by M&A in writing and, if all or part of the software concerns customised software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the Client and if it is reproducible. The Client must report errors without delay. Any obligation of M&A is limited to errors within the meaning of these general terms and conditions. M&A does not have any obligation whatsoever with respect to other defects in or on the software.
d. If an acceptance test has been agreed, the test period shall amount to 14 days following delivery or, if installation by M&A has been agreed in writing, 14 days following the completion of

installation. The Client may not use the software for production or operational purposes during the test period. The Client shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

e. If an acceptance test has been agreed, the Client must check whether the software delivered meets the functional or technical specifications expressly made known by M&A in writing and, if and to the extent that all or part of the software concerns customized software, meets the functional or technical specifications expressly agreed in writing.
f. The Parties shall deem the software to have been accepted:
   a. if the Parties have agreed an acceptance test: on the first day following the test period, or
   b. if M&A receives a test report as referred to in paragraph g of this article prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to paragraph h of this article, do not prevent acceptance, or
   c. if the Client uses the software in any way for production or operational purposes: at the time at which this use occurs.
g. If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the Client shall report the test results to M&A in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. M&A shall strive to the best of its ability to fix the errors referred to within a reasonable term. M&A shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.
h. The Client may not refuse to accept the software for reasons that are not related to the specifications expressly agreed in writing between the Parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing without prejudice to M&A's obligation to fix these minor errors in the context of the guarantee scheme referred to in article 23 paragraphs s up to and including w.
   In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.
i. If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.
j. Acceptance of the software in one of the ways referred to in this article shall serve to discharge M&A of its obligations regarding making the software available and delivering the software and, if installation of the software by M&A has also been agreed, of its obligations regarding installation. Acceptance of the software shall be without prejudice to the Client's rights based on paragraph h of this article regarding minor defects and article 23 paragraphs s up to and including w regarding the guarantee.

25. Purchase of equipment

a. This article shall apply if M&A sells equipment, of whatever nature, and/or other items (corporeal objects) to the Client.
a. M&A shall sell the equipment and/or other items according to the nature and number agreed in writing and the Client shall purchase this equipment and/or these other items from M&A.
b. M&A does not guarantee that the equipment and/or items will on delivery be suitable for the Client's actual and/or intended use unless the intended purposes have been clearly specified in the written contract without reservation.
c. M&A's obligation to sell does not include assembly and installation materials, software, consumer items, batteries, stamps, ink and ink cartridges, toner items, cables and accessories.

d. M&A does not guarantee that the assembly, installation and operating instructions that come with the equipment and/or items are free of errors and that the equipment and/or items have the characteristics stated in these instructions.
e. The equipment and/or items sold by M&A to the Client shall be delivered to the Client ex warehouse. M&A shall deliver the items sold to the Client to a location designated by the Client, or have such items delivered to the designated location, only if doing so has been agreed in writing. M&A shall in this case inform the Client, if possible in good time prior to the delivery, about the time at which M&A or transporter engaged by M&A intends to deliver the equipment and/or items.
f. The purchase price of the equipment and/or items does not include the costs of transport, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, these costs shall be charged to the Client.
g. If the Client asks M&A to remove old materials (such as networks, cabinets, cable ducts, packaging materials and equipment) or if M&A is legally obliged to do so, M&A may accept this request by means of a written assignment at its usual rates. If and insofar as M&A is prohibited by law from requiring payment (for example in the context of the old-for-new scheme), M&A shall not, as appropriate, require payment from the Client.
h. If the Parties have concluded an agreement in writing for the purpose, M&A shall install, configure and connect the equipment and/or items or shall have the equipment and/or items installed, configured and connected. Any obligation of M&A to install and/or configure equipment does not include performing data conversion and installing software. M&A is not responsible for obtaining any licences required.
i. M&A is always entitled to perform the contract on the basis of partial deliveries.
j. M&A shall only be obliged to place a test assembly with respect to the equipment in which the Client is interested if doing so has been agreed in writing. M&A may attach financial and other conditions to a test assembly. A test assembly involves temporarily making the standard version of equipment available on approval, excluding accessories, in a space made available by the Client, prior to the Client's final decision regarding whether or not to purchase the equipment concerned. The Client is liable for the use, damage to and theft or loss of the equipment that forms part of a test assembly.
k. The Client shall ensure an area that meets the requirements specified by M&A for the equipment and/or items, among other things in terms of temperature, humidity and technical area requirements.
l. The Client shall ensure that work that must be performed by third parties, such as structural work, is performed adequately and on time.
m. M&A shall strive to the best of its ability to repair manufacturing faults in the equipment and/or other items sold, as well as in parts supplied by M&A within the scope of the guarantee, within a reasonable term and free of charge if these errors are reported in detail to M&A within a period of three months following delivery. If, in M&A's reasonable opinion, repair is not possible or would take too long, or if repair would entail disproportionately high costs, M&A shall be entitled to replace the equipment and/or items free of charge with other, similar, though not necessarily identical, equipment and/or items. The guarantee does not include data conversion that is necessary as a result of repair or replacement. All replaced parts shall be the property of M&A. The guarantee obligation shall cease to apply if errors in the equipment, items or parts are entirely or partly the result of incorrect, careless or incompetent use or of external causes like fire or water damage, or if the Client makes changes, or has changes made, in the equipment or parts supplied by M&A within the scope of the guarantee without M&A's permission. M&A shall not withhold such permission on unreasonable grounds.

n. Any claims or further claims of non-conformity of the equipment and/or items delivered other than those provided for in paragraph m of this article on which the Client may seek to rely are excluded.
o. M&A shall charge for the costs of work and repair performed outside the scope of this guarantee in accordance with M&A's usual rates.
p. M&A shall not have any obligation whatsoever under the purchase contract with respect to errors and/or other defects reported after the end of the guarantee period referred to in paragraph m of this article.
q. If and insofar as M&A sells third-party equipment, the conditions of sale of that third party shall apply in the relationship between M&A and the Client with respect to the equipment instead of the provisions of these general terms and conditions that differ from those conditions of sale, provided that the applicability of the conditions of sale of the third party concerned was reported to the Client by M&A in writing and, in addition, a copy of the conditions of sale was made available to the Client prior to or upon the conclusion of the contract or upon conclusion of the contract. In derogation from the provisions of the preceding sentence, the Client shall not be entitled to invoke failure on the part of M&A to fulfil the aforementioned obligation to provide information if the Client is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
r. If and insofar as, for whatever reason, the conditions of third parties referred to are deemed not to apply or are declared inapplicable in the relationship between the Client and M&A, the provisions of these general terms and conditions shall apply in full.

26. Applicable law and disputes

a. Contracts between M&A and Client are governed by Dutch law.
The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
b. Disputes that arise by reason of the contract concluded between the Parties and/or by reason of any further contracts deriving from it shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in The Hague.
c. If a dispute that arises by reason of the contract concluded between the Parties or by reason of any further contracts deriving from it is within the jurisdiction of the cantonal court (in Dutch: kantongerecht), each party, in derogation from the provisions of paragraph b of this article, shall be entitled to bring the case before the legally competent court as a cantonal court case. The Parties shall only be entitled to take the aforementioned action if arbitration proceedings concerning the dispute have not yet been instituted in accordance with the provisions of paragraph b of this article. If, with due observance of the provisions of this paragraph, one or more of the Parties have brought the case before the legally competent court in order for it to be heard and settled, the cantonal court judge of that court shall be competent to hear and settle the case.
d. Regarding a dispute that arises by reason of the contract concluded between the Parties or by reason of any further contracts deriving from it, each party shall in all cases be entitled to institute ICT mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes. The other party must then actively participate in ICT mediation proceedings that have been instituted. This legally enforceable

obligation in any case includes attending at least one joint meeting of mediators and the Parties to give this extrajudicial form of dispute resolution a chance of success. Each party shall be free to terminate the ICT mediation proceedings at any time after a joint first meeting of mediators and the Parties. The provisions of this paragraph do not prevent a party from requesting preliminary relief in summary arbitral proceedings or from taking precautionary measures if the party deems doing so necessary.