

GENERAL TERMS AND CONDITIONS SOLERA NEDERLAND

1. Definitions

- 1.1 The following capitalised terms in these General Terms and Conditions have the following meaning:
- 1.2 General Terms and Conditions: these general terms of supply and any additional general terms and conditions used by the Supplier that have been declared applicable to the Contract;
- 1.3 Services: the services that the Supplier supplies to the Customer, including, inter alia, making Data and/or XaaS Services accessible, Hosting Services, messaging services, carrying out analyses and calculations, maintenance services, consultancy services, performing an assignment and providing training sessions;
- 1.4 Documentation: documents about the Services, Data, Software and items, also including service descriptions, rate appendices, user manuals, quotations, invoices and reports, that the Supplier has made available to the Customer in electronic or other form;
- 1.5 Data: data and information made available, electronically or otherwise, by the Supplier to the Customer as part of the provision of services, including, inter alia, risk analyses, damage calculations and all other data, whether or not edited and whether or not made available in a structured form, with the exception of the information published by or on behalf of third parties on a website or platform provided by the Supplier. Data may originate from or be based on data (files) compiled by the Supplier itself or third-party data (files);
- 1.6 Hosting Service: a service that is made up of the making available of disk space or data storage capacity;
- 1.7 Customer: the party with which the Supplier enters into a Contract for the supply of Products, Services and Data, or to which a proposal or quotation for that purpose is or has been presented by or on behalf of the Supplier;
- 1.8 Customer Data: data and information provided by the Customer to the Supplier in connection with the Supplier's provision of services, including, inter alia, information and files sent or processed by the Customer by means of the Services;
- 1.9 Supplier: the Solera group company or other enterprise affiliated with Solera with which the Customer enters into a Contract for the supply of Products, Services and Data, or which presents it with a proposal or quotation for that purpose;
- 1.10 Contract: the legal relationship between the Supplier and the Customer in respect of or in connection with the supply of Products, Services and Data;
- 1.11 Products: items, Software, Documentation, other materials and the result of an assignment supplied or made available by the Supplier to the Customer;
- 1.12 Software: software made available by the Supplier to the Customer in connection with the provision of services, including, inter alia, mobile applications, application

programming interfaces (APIs), web services and web page code;

- 1.13 Update: a new version, repairs or an improvement of the Products, Services and/or Data;
- 1.14 XaaS Service: SaaS, PaaS or another service that is provided on the basis of a cloud solution or where access to software or a digital environment is provided remotely.

2. Applicability of General Terms and Conditions

- 2.1 These General Terms and Conditions apply to all proposals, requests, contracts and other legal relationships related to the supply of Products, Services and Data of the Supplier. Any purchase or other conditions of the Customer expressly do not apply thereto.
- 2.2 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 will remain in full effect. The null and void or voided provision will be replaced by a valid provision that is as close as possible to the (object of) the null and void or voided provision.
- 2.3 The Supplier has the right at all times to modify these General Terms and Conditions by means of a written notice to the Customer subject to a notice period of at least two months.
- 2.4 If any provision in these General Terms and Conditions is contrary to any other provision in the Contract, the provision in the Contract will prevail over the provisions in the General Terms and Conditions.
- 2.5 Where the Supplier undertakes, in these General Terms and Conditions, to give a written notice, it may do so through electronic means, such as by e-mail.

3. Proposal and formation of the Contract

- 3.1 All proposals, quotations and other (similar) communications by the Supplier are without obligation and may be revoked by the Supplier at any time, unless the Supplier has expressly indicated otherwise in writing. The inclusion of a term of validity in a quotation or other proposal does not alter the fact that it is without obligation.
- 3.2 The Contract is formed at the time at which the Supplier has confirmed in writing an order by the Customer for the supply of Products, Services and/or Data or has commenced the execution thereof.
- 3.3 The Customer guarantees the correctness and completeness of the data provided to the Supplier by it or on its behalf (such as requirements, specifications of the performance and other data) on which the Supplier bases its proposal.
- 3.4 Any additional agreements or changes made at a later time, other than changes within the meaning of articles 2.3, 4.2 or

4.3, are only binding on the Supplier if they have been confirmed or ratified in writing by the Supplier.

4. Price and payment

- 4.1 The Customer owes the agreed fees as described in quotations, order forms or service descriptions or as otherwise recorded within the framework of the Contract, for the use of the Products, Services and Data. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 4.2 With respect to continuing performance contracts the Supplier is at all times entitled to, once per calendar year, increase, by means of a written notice to the Customer, the applicable prices and rates by the inflation rate that is equal to the Consumer Price Index determined by Statistics Netherlands ('CBS') subject to a notice period of at least two months.
- 4.3 In addition to article 4.2, with respect to Services the Supplier is entitled to increase, by means of a written notice to the Customer, the applicable prices and rates subject to a notice period of at least two months if the Supplier has added demonstrably significant value to the Service or if a supplier has increased its prices and rates charged to the Supplier. In case of price increases in conformity with this article 4.3, the Customer is entitled to terminate the Contract, with effect from the end of contract term applicable at that time, within fourteen days of that notice. During that period the original price (whether or not increased on the basis of article 4.2) will continue to apply.
- 4.4 The Customer must pay invoices in accordance with the payment terms specified on the invoice. In the absence of a specific arrangement, the Customer must pay within fourteen days of the invoice date. The Customer is not entitled to set off or suspend a payment.
- 4.5 If the Customer does not pay the due amounts in time, the Customer will be in default without any demand or notice of default being necessary, and will owe the applicable statutory commercial interest by operation of law with effect from the date on which the agreed payment term expired, without prejudice to the other rights to which the Supplier is entitled in that case.
- 4.6 If after a demand or notice of default the Customer continues to fail to pay the debt, the Supplier has the right to suspend the provision or supply of Products, Services and/or Data and/or to pass on the debt for collection. All legal and other costs to be incurred, including the (actual) costs for legal assistance and legal advice to be incurred by the Supplier, will in that case be borne by Customer. Submission of the invoice in question will be considered proof of indebtedness.
- 4.7 Any payment by the Customer will first be applied towards the settlement of the interest owed by it and towards the collection costs and administrative costs owed to the

Supplier, and subsequently towards the settlement of the outstanding debts in order of age.

5. Instructions, Change and additional work

- 5.1 The Supplier is not obliged to follow instructions or directions given by the Customer that, in the opinion of the Supplier, change or supplement the content or scope of the agreed assignment.
- 5.2 To the extent that the Supplier, on request or with prior agreement of the Customer, has performed work or delivered other performances that, in the opinion of the Supplier, fall outside the content or scope of the Contract, the Customer must pay the Supplier for this work or these performances in accordance with the Supplier's customary rates. The Supplier is not obliged to comply with such a request and may require conclusion of a separate written contract concerning the execution of the request.

6. Intellectual property of Supplier

- 6.1 All rights of intellectual property in respect of the Products, Services and Data that the Supplier has made available pursuant to the Contract are exclusively vested in the Supplier, its licensors or its suppliers.
- 6.2 To the extent that new intellectual property is formed in connection with the performance of the Contract, it will be vested exclusively in the Supplier. To the extent that such intellectual property is not vested in the Supplier by operation of law, the Customer will provide all cooperation that is necessary for the transfer of the full intellectual property to the Supplier.
- 6.3 To the extent that the Supplier is willing, contrary to articles 6.1 and 6.2, to transfer specific rights of intellectual property, it can only bind itself in writing to do so. Any transfer to the Customer of intellectual property in respect of Software or other Products, Services or Data developed specifically for the Customer will not affect the Supplier's right to use or exploit the components, general principles, ideas, designs, algorithms, works, programming languages, protocols, standards and suchlike that underlie that development for other purposes for its own benefit or for the benefit of third parties. Nor will such a transfer affect the Supplier's right to develop, for its own benefit or for the benefit of third parties, Software or other Products, Services or Data similar to or deriving from Software or Products, Services or Data that it has developed for the Customer.
- 6.4 The Customer acknowledges that Data will be made available to it confidentially, and that it is not free to use this data, to reproduce it or to provide it to third parties, other than to the extent expressly agreed otherwise, even if rights of intellectual property would not have precluded this.
- 6.5 The Customer is not allowed to remove or change any notice pertaining to confidentiality, intellectual property or similar rights on or from the Products, Services and Data.
- 6.6 The Supplier is allowed to take technical measures to protect its Products, Services and Data from unauthorised use. The

- Customer is not allowed to remove or evade such technical measures.
- 6.7 The Customer guarantees that it will not do or fail to do anything that infringes the intellectual property rights of the Supplier and/or its licensors and/or its suppliers that invalidates these rights and/or jeopardises the ownership of these rights.
- 6.8 The Supplier indemnifies the Customer against claims by third parties based on the allegation that the use of Products, Services or Data infringes the intellectual property rights of such third party (an "IP Claim"), subject to the condition that such infringement has been irrevocably established at law and provided that the Customer:
- a. informs the Supplier in writing of the existence and the content of the IP claim without delay;
 - b. does not confirm liability and fully leaves the handling of the case, including any settlements to be effected, up to the Supplier; and
 - c. provides all cooperation and follows all of the Supplier's instructions that are necessary in order to give the Supplier the opportunity to defend itself against the IP Claim.
- 6.9 The indemnification specified in the previous paragraph does not apply in case the IP claim arises from:
- a. use of Products, Services or Data in a manner other than agreed;
 - b. use of third-party services, products, data or other information supplied and/or made available to the Customer by the Supplier; or
 - c. the use of the supplied Products, Services or Data in a modified - not by the Supplier - form or in connection with Products, Services or Data and other materials not supplied or provided by the Supplier.
- 6.10 In case of an IP Claim, or in case in the opinion of the Supplier an IP Claim is likely to arise, the Supplier, at its own discretion, is entitled to:
- a. ensure that the Customer can continue to use the Product, the Service or Data unchanged;
 - b. change the Products, Services or Data in such manner that the infringement is eliminated, without the functionality or the performances of the Products, Services or Data suffering from this to a substantial degree; or
 - c. replace the Product, the Service or Data by a replacement product, service or set of data that does not result in infringement, provided that such a replacement will not result in a substantial reduction of the functionality or the performances.
- 6.11 The above applies under applicability of article 18 ("Liability and indemnification") and describes the full liability and obligations of the Supplier in respect of IP Claims.
- 6.12 If the Customer makes material available to the Supplier for the performance of the Contract by the Supplier, such as software, material for website use, data files, designs, marks, trade names or models, the Customer guarantees that such making available or the intended use, modification, installation or integration by the Supplier is not contrary to rights of third parties. The Customer indemnifies the Supplier against claims by third parties that are based on the allegation that such making available, use, modification, installation or integration infringes any right of such third parties.
- 6.13 The Customer will not make use of any of the Supplier's marks, trade names or logos without its express written permission to do so.
- ## 7. Right of use
- 7.1 The Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to use the Products, Services and Data for the agreed purpose, in accordance with the Documentation and subject to the agreed conditions and restrictions.
- 7.2 Unless expressly agreed otherwise in writing, the granted right of use is restricted to use (i) during the term of the Contract, (ii) for the internal business processes of the Customer in the Netherlands, (iii) by the users designated in the Contract or by the maximum number of users specified in the Contract (iv) for the agreed purpose and within the scope of the use in accordance with regulations. With respect to the right of use in respect of a website made available to the Customer by the Supplier, the following applies, in derogation of (ii) above: the right of use is restricted to the use for the benefit of the Customer's enterprise.
- 7.3 In order to avoid misunderstandings - unless expressly agreed otherwise in writing, the Customer is not allowed to, inter alia:
- a. in whichever manner make Products, Services or Data available to or available for inspection by third parties, including subsidiaries and other group members of the Customer, and/or use Services for their benefit;
 - b. more specifically make Data, including analyses and (damage) calculations, available to or available for inspection by other participants in a damage repair or other collaborative chain, unless those participants have acquired a right of use required therefor from the Supplier themselves;
 - c. resell Products, Services and/or Data, whether or not as an integral part of services and/or products of the Customer or of third parties;
 - d. process or combine Data and/or other results of the provision of services or otherwise use such in such a manner that a new data collection, database, service and/or product is created as a result thereof or store Data, temporarily or permanently, on another data carrier; or
 - e. to the extent that Data has been made available in connection with a specific incident for a specific vehicle, use such Data for other incidents and/or for other vehicles.

- 7.4 The right of use in respect of Software only extends to the object code and not to the source code of the Software. The Customer will not reproduce, modify or supplement Software and corresponding Documentation, nor convert such to source code or otherwise attempt to gain access to the source code, nor download, reverse compile or disassemble such, in full or in part. However, the Customer will create a copy of the Software on a frequent basis for its internal security purposes. If the Software is damaged or lost, the Customer may acquire a copy thereof from the Supplier at cost price. The Customer guarantees that in and on every copy of the Software all data is specified that is present in and on the copy that has been made available, such as copyright notices, captions, logos, marks, identification and serial numbers, and the Customer will not change or erase any of this data.
- 7.5 Rights of use are, if applicable, always granted subject to the condition that the Customer pays the fees agreed for those rights of use in full and in time.
- 7.6 If the Customer acts in violation of article 6, 7, or 10, the Supplier is entitled to suspend the performance of the Contract, which does not affect the obligations of the Customer, and to deny the Customer access to the Services, and the Customer will immediately owe, without a further notice of default or judicial intervention being necessary, an immediately payable penalty of €5,000 for each action or each day that the above-mentioned articles are violated. This penalty cannot be set off or suspended and does not affect the Supplier's right to claim performance and full compensation. Actions of the Customer include any action by a staff member of the Customer or third parties engaged by the Customer that have access, whether or not legitimate, to the Services provided by the Supplier.
- 8. Xaas and Hosting Services**
- 8.1 The Customer will refrain from hindering other customers or internet users and/or damaging the system with which the Xaas or Hosting Service is provided. The Customer is prohibited from launching processes or programmes, whether or not via the system, which the Customer knows or can reasonably suspect to hinder or cause damage to the Supplier, other customers or internet users.
- 8.2 With respect to the Xaas and Hosting Services the Customer is expressly not permitted to use the system and the disk space in a manner that is contrary to the Contract and/or applicable legislation and regulations or is otherwise unlawful. This includes, but is not restricted to, the following actions and conduct:
- a. the unsolicited sending of large quantities of e-mail with the same content and/or the unsolicited posting of a message with the same content in large numbers of newsgroups on the internet ('Spamming'). If the Customer makes use of the newsletter module, the Customer guarantees that it will act in accordance with the relevant applicable legislation and regulations;
 - b. infringing copyright-protected works or otherwise acting in violation of intellectual property rights of third parties;
- c. publishing or distributing child pornography;
 - d. sexual intimidation or other forms of harassment of persons;
 - e. penetrating or attempting to penetrate other computers or computer systems on the internet ("hacking");
 - f. spreading viruses or otherwise intentionally disrupting and/or destroying communication and/or data storage; and
 - g. the unlawful and/or punishable publication and/or distribution of secret or confidential information.
- 8.3 The Customer guarantees that the data or information that the Customer has stored on the disk space or data storage capacity made available by the Supplier (such as (the content of) a website) or publishes via an Xaas service does not violate applicable legislation or regulations or rights of third parties or is otherwise unlawful. The Customer indemnifies the Supplier against claims by third parties in that respect.
- 8.4 If the Supplier receives evidence and/or complaints from third parties implying that the Customer is acting in violation of article 8.3 or if the Supplier draws this conclusion on its own, the Supplier is entitled to remove that data or information or to make it inaccessible. The Customer will fully cooperate in this. In that case the Supplier is also entitled to terminate the Contract in writing with immediate effect. The Supplier is never liable for any damage of whichever nature suffered by the Customer as a result of the Supplier's actions in accordance with this provision.
- 8.5 The Customer is not allowed to create hyperlinks or deep links in or on the website that the Supplier makes available in connection with the Xaas Service, unless the Supplier has given written permission to do so.
- 8.6 If the Contract (also) comprises a Hosting Service, the Customer will only use the agreed disk space or data storage capacity for the purpose for which the Supplier makes such available, up to the maximum disk space or storage capacity as indicated by the Supplier. If this maximum is exceeded, the Supplier is entitled to charge an additional fee or remove data or information in order to ensure that Services function well.
- 8.7 The Supplier may make changes to the content, execution, scope, mode of operation or interoperability of the Xaas Service. The Supplier is not obliged to maintain or preserve, without changes, specific features or functionality of the Xaas Service.
- 8.8 The Customer acknowledges that the Supplier is not a party to the transactions that the Customer enters into with a third party via or as a result of a visit to a website or platform maintained by the Supplier or a website or platform of a third party that is included via a hyperlink and that the Supplier is not responsible or liable for the performance by such third party of the transaction in question.
- 9. Customer Data**
- 9.1 The Supplier is entitled to use Customer Data to update or expand data collections that underlie the Supplier's provision

of services. The Supplier is allowed to (i) process and store Customer Data in a data file and (ii) (have another party) disclose Customer Data to third parties (e.g. by supplying or making it available to third parties or by having a third party consult the data file), without prejudice to the right of the Supplier to use Customer Data in another manner on the instructions of the Customer.

- 9.2 To the extent that Customer Data is protected by intellectual property rights, the Customer grants the Supplier a non-exclusive, non-terminable, perpetual, transferable right of use to use Customer Data for the purpose specified in the previous paragraph. The Customer guarantees that this is not contrary to any rights of third parties.
- 9.3 The Customer indemnifies the Supplier against claims by third parties that are based on the allegation that the use of Customer Data infringes the intellectual property rights of such third party or is otherwise unlawful vis-à-vis such third party.
- 9.4 To the extent that Services of the Supplier are intended for (standardised) exchange of (damage) calculations and/or other Data between participants in a damage repair or other collaborative chain, the Customer will, in order to ensure the completeness and up-to-dateness of the data collections that underlie the provision of services by the Supplier, only make use of the Services in question for that exchange, unless that is not reasonably possible. The Supplier may require from the Customer that if such an exchange takes place in another manner, the Customer notifies the Supplier of each exchanged message by means of a standard notice. If the Supplier requires such notices it will include further instructions in that respect in the Documentation concerning the Services in question.

10. Confidentiality, security and staff takeover

- 10.1 The Parties undertake to each other, both during the existence of the Contract as well as after the Contract has come to an end for whichever reason, to in no way whatsoever make any communications whatsoever to, or grant any other form of access to data which they know or should know to be confidential - which includes information concerning each other's organisation -, to any person, unless expressly agreed otherwise in writing.
- 10.2 Without prejudice to the right of use of the Supplier in respect of the Customer Data, the Supplier will make every effort to ensure the integrity, security, non-disclosure and confidentiality vis-à-vis third parties of the data and information that the Customer stores in the system with which the Supplier provides the Service to the Customer, unless that information is public as part of a Service as intended.
- 10.3 During the term of the Contract as well as for one year after its termination, each of the parties will not employ employees of the other party that are or were involved in the performance of the Contract, or have such employees otherwise carry out work for them directly or indirectly, except with prior written permission of the other party.

11. Privacy and personal data

- 11.1 Each of the parties will at all times comply with the own obligations under the General Data Protection Regulation (GDPR) and/or other applicable privacy legislation and regulations and is responsible itself for the compliance therewith in respect of the processing of personal data in connection with the Contract.
- 11.2 To the extent that the Supplier processes personal data of data subjects (as described in further detail in the Contract) for the Customer as part of the performance of the Contract, the Supplier must be considered a processor within the meaning of the GDPR and the Customer as a controller. Unless expressly agreed otherwise, the following is considered a processing agreement as referred to in Article 28 of the GDPR between the parties:
- a. the Supplier will only process personal data in conformity with the Customer's instructions, in order to perform the Contract and the new or further contracts connected thereto or arising therefrom, always in accordance with this provision and applicable privacy legislation and regulations including the GDPR;
 - b. the Supplier will keep the personal data confidential vis-à-vis third parties and will ensure that all employees that it authorises to process personal data are also bound to maintain confidentiality;
 - c. the Supplier will only engage another processor ('subprocessor') with prior written permission of the Customer. By signing the Contract the Customer gives the Supplier permission to make use of the subprocessors it makes use of at the time of signature by the Customer. The Supplier will provide a list of such subprocessors on request of the Customer. The Supplier may engage a new subprocessor or replace an existing subprocessor, provided that it informs the Customer in advance and offers the Customer the option of objecting to such replacements on reasonable grounds within 14 days of receipt of such notice. The Supplier will impose on its subprocessors the same obligations as those included in this article 11.2;
 - d. the Supplier will take appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks of varying likelihood and severity for the rights and freedoms of data subjects;
 - e. the Supplier will inform the Customer, without undue delay, of personal data breaches within the meaning of Article 33 and 34 of the GDPR which it becomes aware of and will provide reasonable cooperation to the Customer in respect of a notification as referred to in Article 33 and/or 34 of the GDPR;
 - f. the Supplier will provide the Customer with reasonable assistance in the handling of requests by data subjects concerning their rights pursuant to the GDPR, taking into account the nature of the processing and the information available to the Supplier;

- g. the Supplier will grant the Customer and any auditors engaged by it access, during office hours, to its buildings and computer systems where personal data is processed for the Customer, in order to give the Customer the opportunity to verify whether or not the Supplier complies with the provisions in this article 12 and its statutory obligations as a processor. The Supplier will provide the reasonably required cooperation thereto, provided that the persons carrying out the audit conform to the security procedures that are in effect at the Supplier's and have been disclosed to the Customer and provided that prior to commencing their work, these persons and the Customer sign a confidentiality statement drawn up by the Supplier. The costs of an audit initiated by the Customer are to be borne by the Customer, unless the audit shows that the Supplier has violated this article 11 to a significant degree. The Supplier may, with the approval of the Customer, choose to have the audit replaced by an assurance statement.
 - h. on termination of the Contract the Supplier will cease the processing of personal data and will immediately destroy the personal data in such a manner that it can no longer be used and is no longer accessible. If prior to the termination date the Customer requests the Supplier to transfer specific personal data to the Customer instead, the Supplier will comply with this request as soon as possible. If a statutory provision prevents the removal or return of specific personal data, the Supplier will only continue to process the personal data in question if and to the extent that that is necessary in order to comply with its own statutory obligations as Supplier or otherwise with prior written permission of the Customer.
 - i. without the prior written permission of the Customer, the Supplier will not transfer personal data, and will make sure that a subprocessor, if applicable, will not transfer personal data, to a country or area outside the European Economic Area (EEA), unless a) the transfer takes place in connection with the performance of the Contract; b) international or national legislation or regulations require the Supplier to carry out such transfer; and/or c) it concerns a country in respect of which the European Commission has established that it guarantees an adequate level of protection. If the transfer takes place on the basis of b) the Supplier will inform the Customer, prior to the processing, of such legal requirement, unless that legislation prohibits such information on important grounds of public interest. To the extent that a processing agreement applicable between the Supplier and the Customer requires this or that this is otherwise necessary, the Customer hereby grants written permission for a transfer of the personal data (whether or not via a subprocessor) to Switzerland.
- 11.3 The Customer indemnifies the Supplier against all claims by third parties (including the Dutch Data Protection Authority) brought against the Supplier on account of a violation of this article 11, the GDPR and/or other applicable privacy legislation and regulations, which violation can be attributed to the Customer.
- 11.4 Unless expressly agreed otherwise in the Contract, parties are not permitted to process or have another party process special or sensitive personal data. To the extent that this is expressly agreed, the parties will make agreements concerning the applicable level of security and the possible

measures. In such a case the processing party will act at its own risk.

12. Means of authentication

- 12.1 The usernames and passwords, electronic certificates and other means of authentication provided or created by the Customer in order to access Products, Services and Data, are strictly confidential and are only intended for use by persons who under the Contract are authorised to use the Products, Services and Data. If users have been assigned an own unique username and password, such usernames and passwords are strictly intended for individual use.
- 12.2 The Customer will take all necessary measures to safeguard the confidentiality of the means of authentication and to protect them against unauthorised use. If the Customer knows or should reasonably suspect that the confidentiality of the means of authentication has been breached and/or that unauthorised use is made thereof, it will inform the Supplier of this without delay.
- 12.3 If the Supplier discovers or has reason to suspect that the confidentiality of the means of authentication has been breached and/or that unauthorised use is made thereof, the Supplier has the right to immediately block the means of authentication in question. The Supplier will inform the Customer of this and, if necessary, provide the Customer with new means of authentication.
- 12.4 If the unauthorised use of the means of authentication can be attributed to the Customer, the Customer must reimburse all costs of the unauthorised use as well as all administrative fees for blocking and replacing the means of authentication to the Supplier, without prejudice to the right of the Supplier to claim full compensation.

13. Equipment, Installation and Acceptance

- 13.1 The Customer is in any case responsible for:
- a. the infrastructure of the own internal network and the selection and availability of a sufficiently operational internet connection,
 - b. the equipment, (help) software and other products and materials that are necessary for the use of the Products, Services and Data which the Supplier has not expressly stated to be included as part of the Contract;
 - c. the browser on the Customer's local system; and
 - d. ensuring adequate technical and organisational security measures are taken in respect of its ICT infrastructure.
- 13.2 Unless expressly agreed otherwise in writing, the Customer must itself take care of the installation of Software made available by the Supplier.
- 13.3 If it has been agreed that the Supplier will take care of the installation, the Customer will ensure timely availability of adequate equipment, software and other products and materials that are required for the installation. Unless

expressly agreed otherwise in writing, the Supplier is not obliged to carry out data conversion.

- 13.4 If expressly agreed in writing the Customer has the right to test the Product made available by the Supplier during a period of 14 days after delivery. This acceptance test comprises the performance of a set of tests to be determined by the Supplier and the Customer at that time. During the test period the Customer is not entitled to use the Product for productive or operational purposes. If the Customer puts the Product to use for productive or operational purposes before the Product has been accepted, the Supplier will not be liable for any form of damage caused by any defects of the Product.
- 13.5 If during the performance of the acceptance test it becomes apparent that defects within the Product hinder the continuation of the acceptance test, the Customer will inform the Supplier of this in detail in writing, in which case the test period will be interrupted until the Supplier has remedied the defects.
- 13.6 If during the performance of the acceptance test it becomes apparent that the Product has defects and does not comply with the specifications recorded in writing, the Customer will inform the Supplier of the defects in a written and detailed acceptance report prior to the end of the test period. The Supplier will make every effort to remedy the discovered defects within a reasonable period, after which the parties will follow the acceptance procedure once again.
- 13.7 If an acceptance test has been agreed, the Product is deemed to have been accepted if the Customer has not reported defects in conformity with article 13.6 within the test period or, in case it did, at the time at which the reported defects have been remedied or from the time at which the Customer puts the Product to use for productive or operational purposes.

14. Performance and maintenance

- 14.1 The Supplier will endeavour to perform the Contract with due care to the best of its ability. All of the Supplier's Products, Services and Data are supplied on the basis of a best-efforts obligation, unless and to the extent that a result has been expressly agreed in writing and the result in question has been described in a sufficiently precise manner. Any agreements concerning a service level must be expressly agreed in writing.
- 14.2 If a maintenance agreement has been declared applicable in writing, the Supplier will endeavour to supply the Services in conformity with the service levels specified therein. In all other respects the Supplier and its licensors and suppliers will not make any commitments, will not give any guarantees and do not accept liability with respect to, inter alia, the availability or error-free or failure-free functioning of the Products, Services and Data, the suitability of the Products, Services and Data for the Customer's intended specific use or the correctness, up-to-dateness and completeness of the Data or the underlying data collections.
- 14.3 The Supplier does not accept liability with respect to material or information placed on a website or platform maintained by the Supplier by or on behalf of a third party or with respect

to the functioning or content of websites of third parties made accessible by the Supplier by means of a hyperlink.

- 14.4 The Supplier has the right, without prior announcement, to (temporarily) close down the Service or restrict the use thereof to the extent that this is necessary for the reasonably required maintenance, for the necessary Updates to be carried out by the Supplier or for safety reasons, without this resulting in a right to compensation for the Customer vis-à-vis the Supplier. The Supplier will make a reasonable effort to prevent the Customer from being inconvenienced as much as possible.
- 14.5 All (supply) periods stated by the Supplier or agreed are determined to the best of the Supplier's knowledge on the basis of the data known to the Supplier at the time of conclusion of the Contract. The Supplier will make a proper effort to observe agreed (supply) periods as much as possible. The mere fact that a stated or agreed (supply) period is exceeded does not result in the Supplier being in default.
- 14.6 The Supplier will have the right to engage third parties and to outsource (part of) the activities for the work in connection with the performance of the Contract.
- 14.7 If the Contract was concluded with the intention of having it performed by a specific person, the Supplier will always be entitled to replace that person by one or more persons with the same qualifications.
- 14.8 The Supplier is not obliged to make available to the Customer the source code of the Software and the technical documentation drawn up as part of the development of the Software.

15. Updates

- 15.1 The Supplier is not obliged to but may provide Updates to the Products, Services and Data from time to time. Unless expressly agreed otherwise in writing, the Customer will put to use each Update made available by the Supplier within three months of becoming available and will no longer use older versions of the Products, Services and Data.

16. Retention of title and retention

- 16.1 All items supplied to the Customer will remain the property of the Supplier until all amounts owed by the Customer for the items supplied or to be supplied or work performed or to be performed pursuant to the Contract, as well as all other amounts that the Customer owes on account of failures with respect to the payment obligation, have been paid in full to the Supplier.
- 16.2 The Supplier may retain the items, products, proprietary rights, data, documents and (interim) results of the provision of services by the Supplier that have been received or generated in connection with the Contract, in spite of an existing obligation to surrender, until the Customer has paid all amounts owed to the Supplier.

17. Cooperation by the Customer

- 17.1 The Customer will always provide the Supplier with all data, information and cooperation that is useful or necessary for a proper performance of the Contract and will do so in a timely manner.
- 17.2 The Customer will ensure that its employees who are involved in the use of the Products, Services and Data have all the skills and knowledge that the Supplier considers necessary for the use thereof, and that they are aware of the conditions and restrictions attached to such use.
- 17.3 The Customer undertakes to make use of adequate control and security procedures and must take precautionary measures against computer viruses in files received or sent using the Services. The Supplier will not accept any liability for damage resulting from computer viruses spread by means of the Services.
- 17.4 The Supplier may impose requirements in respect of the equipment, software and other third-party services and products to be used by the Customer that are required in order to make use of the Supplier's Products, Services and Data.
- 17.5 If employees of the Supplier perform on-site work for the Customer, the Customer will arrange, at no cost, the facilities reasonably required by those employees, such as a workspace with computer and telecommunications facilities. The facilities must comply with all applicable (statutory) requirements and rules concerning working conditions. The Customer indemnifies the Supplier against claims by third parties, including employees of the Supplier, that suffer damage in connection with the performance of the Contract, which damage is the result of acts or failures to act on the part of the Customer or of unsafe situations in the Customer's organisation. The Customer will make the internal and security rules that apply within its organisation known to the employees of the Supplier to be engaged and will do so in a timely manner.
- 17.6 To the extent that it is necessary for the Customer to conclude a contract with a third party in order to use specific Services or Products, the Customer will make sure that it concludes such contract in good time and at its own expense and that such contract remains in effect. If the Customer does not comply with this obligation, the Supplier is entitled to cancel the Contract in conformity with article 21.3 under a of these General Terms and Conditions.
- 17.7 If the Supplier has reasonable grounds to suspect that the Customer does not correctly and fully comply with the provisions in this Contract or with applicable legislation and/or regulations in connection with the Contract, the Customer will grant the Supplier and any auditors engaged by it access, during office hours, to its buildings and computer systems associated with the use of the Products, Services and/or Data, in order to give the Supplier and its auditors the opportunity to verify whether or not the Customer correctly and fully complies with the provisions in this Contract and/or the applicable legislation and regulations. The Customer will provide the cooperation reasonably required for this. The Supplier will, and will make sure that its auditors will, conform

to the security procedures in force at the Customer's. At the Customer's request, the Supplier and its auditors will conclude a confidentiality agreement with the Customer (in a form that is reasonably acceptable to the Supplier) with respect to the business information that the Supplier or its auditors become aware of during the audit. The costs of an audit initiated by the Supplier are to be borne by the Supplier, unless the audit shows that the Customer has violated the Contract or the applicable legislation or regulations to a significant degree.

18. Liability and indemnification

- 18.1 The total liability of the Supplier towards the Customer, for whichever reason, is restricted to compensation for direct damage up to the amount of the sum stipulated and paid for the Contract (exclusive of VAT). If under the Contract multiple types of products and/or services are supplied, the stipulated sum is determined on the basis of those products or those services that caused the direct damage. If the Contract is primarily a continuing performance contract, the liability of the Supplier towards the Customer, for whichever reason, is restricted, per incident or series of incidents, to compensation of direct damage up to the amount of the fees actually paid for the service or the product in the 6 (six) months prior to the occurrence of the damage (exclusive of VAT).
- 18.2 Under no circumstances will the total liability under the Contract for direct damage exceed €100,000 (one hundred thousand euros). 'Direct damage' is understood to exclusively mean:
- reasonable costs the Customer would have to incur to make the Supplier's performance conform to the Contract; this replacement damage will not, however, be compensated in case the Contract is cancelled by or on demand of the Customer;
 - reasonable costs the Customer has incurred in order to keep its old system or systems and related facilities operational for a longer time out of necessity because the Supplier did not supply on a deadline that was binding on the Supplier, less any savings that result from the delayed supply;
 - reasonable costs, incurred to determine the cause and the scope of the damage, to the extent that the determination concerns direct damage within the meaning of these terms and conditions;
 - reasonable costs, incurred to prevent or limit damage, to the extent that the Customer demonstrates that such costs have resulted in a limitation of direct damage within the meaning of these terms and conditions.
- 18.3 Liability of the Supplier for damage other than specified in articles 18.1 and 18.2 is excluded. Other damage includes, inter alia, indirect damage, consequential damage, loss of profits, lost savings, reduced goodwill, damage as a result of business interruption, corruption or loss of data, documents, materials or software, and damage as a result of claims by customers of the Customer.

- 18.4 If Supplier acts as a reseller on behalf of a third party, whereby this third party determines the content and scope of the Service, Supplier is only liable for the connection and / or making the Service available via its own platform. In no case is the Supplier liable for the Service provided by the third party.
- 18.5 The restrictions specified in the previous paragraphs of this article 18 will no longer apply if and to the extent that the damage is the result of intent or deliberate recklessness on the part of the Supplier or its company management.
- 18.6 Each claim for compensation against the Supplier will lapse after 12 months have passed after the inception of the claim.
- 18.7 The restrictions specified in the previous paragraphs of this article 18 apply equally to guarantee obligations and obligations to indemnify on the part of the Supplier.
- 18.8 The Customer indemnifies the Supplier against all claims by third parties related to a product or system supplied by the Customer to a third party and that consisted in part of Products, Services or Data supplied by the Supplier, except if and to the extent that the Customer proves that the damage was caused by such Products, Services or Data.
- 18.9 The Customer indemnifies the Supplier against claims by third parties with respect to the use of the Products, Services and Data by the Customer in a manner other than agreed, contrary to applicable legislation or regulations or in a manner that is unlawful towards a third party.
- 18.10 The provisions in this article 18 also apply to the benefit of all (legal) persons which the Supplier makes use of in order to perform the Contract.

19. Force majeure

- 19.1 Neither party is obliged to perform any obligation if it is prevented from doing so as a result of force majeure. 'Force majeure' is understood to mean each failure that cannot be attributed to the party in question because it is not its fault and for which it is not accountable by law, legal act or according to generally accepted standards. Force majeure on the part of the Supplier in any case includes: force majeure on the part of suppliers of the Supplier, the failure to properly perform obligations on the part of suppliers that the Customer requires the Supplier to make use of as well as defectiveness of items, materials, software of third parties, the use of which is required from the Supplier by the Customer, as well as the non-proper functioning of the Internet or other electronic communication channels, failures that have been caused by the spreading of viruses, hacking and/or power outages.

20. Statutory rules

- 20.1 If the products and/or services supplied by the Supplier to the Customer must or will be used outside the Netherlands, the Supplier is not responsible for the compliance of the products and/or services to be supplied with technical or other requirements, standards and/or rules imposed by laws or provisions of the country where the products and/or services

must or will be used. The Supplier is in no way liable in that respect. This does not apply in case of provisions to the contrary in the Contract.

21. Term and termination

- 21.1 The Contract takes effect from the agreed date or, in the absence thereof, from the date of formation.
- 21.2 Unless expressly agreed otherwise in writing, the Contract is entered into for an unspecified period and can be terminated by each party by written notice of termination, subject to a notice period of three months, with effect from the first day of a calendar month. Contracts entered into for a specified period will each time be renewed automatically for a period of 12 calendar months, unless one of the parties terminates such Contract in writing, subject to a notice period of three months, with effect from the end of the contract period applicable at that time. In derogation of Article 408 of Book 7 of the Dutch Civil Code, Contracts for the provision of services cannot be terminated early by the Customer, except as specified in these General Terms and Conditions.
- 21.3 The Contract may be cancelled by each party with immediate effect in case:
- a. the other party does not perform, does not properly perform, or does not perform in time, any obligation in the Contract and, unless this immediately results in a default, still has not performed, has not properly performed, or has not performed in time, the obligation thirty days after notice of default and provided that the non-performance justifies the cancellation;
 - b. the other party declares that it will not perform, will not properly perform, or will not perform in time, an obligation or this can be deduced from an action by that Party and this justifies the cancellation;
 - c. the other party is put into liquidation or applies for a suspension of payment;
 - d. the other party does not perform, does not properly perform, or does not perform in time, an obligation in the Contract due to force majeure and this lasts for more than 30 days or it is certain that this will last longer and this justifies the cancellation (in case of force majeure, the other party will not be able to cancel on the basis of (a) or (b)).
- 21.4 Unless expressly agreed otherwise in writing, on termination of the Contract the Customer will immediately cease the use of the Products, Services and Data, and destroy or return to the Supplier all original and other copies thereof, except if expressly agreed otherwise in writing or in case it is legally obliged to save a copy thereof.
- 21.5 Unless expressly agreed otherwise, during or after the term of the Contract the Supplier is not obliged to return or hand over to the Customer any data or information of the Customer that the Supplier has in its possession in connection with the provision of the Service (such as a XaaS or Hosting Service). The Customer will make sure that it has a backup or copy of such data or information. The Supplier is entitled to

destroy the above-mentioned data or information without keeping a copy. The Supplier is not liable for the planned actions and the consequences thereof.

21.6 After termination of the Contract the parties will settle the owed but as yet unpaid fees, as recorded in that Contract, subject to the proviso that the fees will be charged up to the end of the calendar month in which the Contract has legally ended.

22. Other provisions

22.1 The Customer is not entitled to transfer the rights and obligations arising from this Contract to a third party in full or in part.

22.2 The Supplier is entitled to transfer the rights and obligations arising from this Contract to its affiliated enterprises in full or in part. The Supplier may also transfer those rights and obligations to other third parties if this takes place as part of a full or complete business transfer.

22.3 All provisions of the Contract are binding on both the Parties and on their respective legal successors.

22.4 The Supplier's records will constitute full, conclusive and exclusive evidence between the parties in respect of the use of the Products, Services and Data, all this unless the contrary is proved.

22.5 The Contract is subject to Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

22.6 All disputes arising from or related to the Contract will exclusively be submitted to the Midden-Nederland District Court, Utrecht location.

