

Terms and conditions

Emendis

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Module A - General

A.1 Definitions

Capitalized terms used in the General Terms and Conditions have the following meanings.

A.1.1 General Terms and Conditions: the provisions contained in the present document.

A.1.2 Service(s): the service(s) to be performed by Emendis on behalf of the Client, including but not limited to:

- a) Web design and software development: Service consisting of developing, configuring and/or adapting Works such as websites, applications, layout, data files, software, documentation, advice, reports, analyses, designs.
- b) Hosting services and domain name registration: Service consisting of storage and/or transmission of material provided by the Client to third parties, such as in the case of web hosting, virtual servers and e-mail services or mediating the acquisition of a domain name.
- c) Other services as described in Emendis' offer or quotation.

A.1.3 Emendis: the company Emendis B.V., established in Veenendaal and registered with the Chamber of Commerce under file number 51400251.

A.1.4 Effective Date: the date on which the Agreement comes into effect and on which the Delivery of the Service commences.

A.1.5 Intellectual Property Rights: all rights of intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.

A.1.6 Office Hours: hours on Business Days between 09:00 and 17:00.

A.1.7 Client: the natural person or legal entity with whom Emendis has entered into an Agreement. It also means the person who is or will be negotiating the Agreement with Emendis, as well as its representative(s), agent(s), assignee(s) and heirs.

A.1.8 Agreement: any agreement between Emendis and Client pursuant to which Emendis provides Services to Client.

A.1.9 SLA: the separately concluded Service Level Agreement between Emendis and Customer in which the agreements about the level, quality and manner of problem solving with respect to the Service are included.

A.1.10 Website: the website of Emendis, accessible via the domain www.emendis.nl.

A.1.11 Working Days: Monday through Friday, excluding Dutch national holidays, with May 5 being a national holiday once every five (5) years.

- A.1.12** Works: all works, such as websites and (web) applications, software, concepts, documentation, advice, reports and other products of the mind, as well as preparatory material thereof and files or data carriers (whether coded or not) on which the Works are located.

A.2 Applicability and ranking

- A.2.1** These General Conditions and Module A apply to any quotation or offer from Emendis in respect of Services and form an integral part of any Agreement.
- A.2.2** The specific modules apply if the Services requested or offered fall within the scope described in the module. If a specific module applies, it shall prevail over Module A.
- A.2.3** The definitions described in Article A.1 apply to all modules of these General Conditions, unless a meaning is assigned elsewhere in the Contract and/or General Conditions.
- A.2.4** Provisions or conditions set by the Client which deviate from, or do not appear in, these General Conditions are only binding on Emendis if and insofar as Emendis has expressly accepted them in writing.
- A.2.5** In case of conflict between provisions in the Agreement, General Conditions or appendices thereto, the following order of precedence shall apply:
- a) the Agreement;
 - b) the Service Level Agreement, if any;
 - c) any Annexes to the Agreement;
 - d) these General Terms and Conditions.

A.3 Offers and formation of agreement

- A.3.1** The Agreement is established by express written acceptance of the quotation or offer by Client. The quotation must be signed by Client and returned in writing.
- A.3.2** If the Client does not explicitly indicate its agreement with the quotation or offer, but nevertheless agrees, or creates that impression, that Emendis performs work that falls within the description of the Services, the quotation is considered accepted. This also applies when the Client requests Emendis to perform certain work without waiting for a formal quotation.
- A.3.3** Quotations from Emendis are without obligation and valid for the period indicated in the quotation. If no period is indicated, the quotation is valid until thirty (30) days from the date the quotation is issued. If it appears that the data provided by the Client at the time of the application for the agreement were incorrect and/or incomplete, Emendis has the right to adjust the prices accordingly.
- A.3.4** The Agreement will run from the moment communication containing acceptance by Client is received by Emendis and/or the Service is technically delivered to Client ("the Effective Date"), unless another Effective Date has been agreed upon in writing

A.4 Execution of the agreement

- A.4.1.** After the conclusion of the Agreement, Emendis will fulfill it to the best of its ability and under application of sufficient care and skill, in accordance with the offer.
- A.4.2.** Delivery periods stated by Emendis are always indicative in nature and in no case serve as deadlines.
- A.4.3.** If and insofar as the proper execution of the Agreement so requires, Emendis has the right to have certain work performed by third parties. Any related unexpected additional costs will only be for the account of the Client if this has been agreed in writing in advance. These General Conditions also apply to the work performed by third parties within the framework of the Agreement.
- A.4.4.** Emendis will make itself available to provide a reasonable level of customer support as defined in the SLA, during regular Business Days and Business Hours.
- A.4.5.** All changes in the Agreement, either at the request of the Client or as a result of the fact that due to any circumstances a different performance is necessary, when additional costs are involved are considered as additional work. These will be invoiced to the Client accordingly. Client shall in no case claim a refund of costs as the result of less work.

A.5 Obligations of the client

- A.5.1.** The Client is obliged to do and refrain from doing everything that is reasonably necessary and desirable to enable a timely and correct performance of the Agreement. In particular, the Client shall ensure that all data which Emendis indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the Services are provided to Emendis in a timely manner. The period within which Emendis must perform the Agreement will not commence until all requested and required data have been received by Emendis.
- A.5.2.** If the Client knows or can suspect that Emendis will have to take certain (additional) measures to be able to meet its obligations, the Client will inform Emendis thereof without delay.
- A.5.3.** If the Client requires any permit or other permission from government agencies or third parties for the specific use it gives or intends to give to the Services, the Client must take care of obtaining it. Client warrants to Emendis that it holds all permits and/or consents necessary for Client's use of the Services.
- A.5.4.** In addition to the previous paragraph, Client shall ensure correct compliance with applicable Dutch laws and regulations. Emendis shall under no circumstances be liable for correct compliance with the applicable Dutch laws and regulations.

A.6 Consulting and project support

- A.6.1.** Emendis will perform consultancy and project supervision to the best of its ability under the application of sufficient care and skill.
- A.6.2.** Consultancy and project supervision is at all times a best-efforts obligation under the Agreement, unless otherwise agreed in writing.

A.6.3. Client is aware that following the advice of Emendis is entirely at the risk of Client. Emendis shall only be liable for damage suffered to the extent arising from the Agreement.

A.6.4. To the extent possible, Emendis will make the time and costs related to the work to be performed known in advance to the Client. The time required for the relevant work is thereby dependent on various factors, including the cooperation of the Client.

A.7 Secondment

A.7.1. Secondment occurs if Emendis makes one or more employees available to Client for several hours per week and such employee(s) are under the direction of Client.

A.7.2. Client will only deploy the seconded employee for the work as agreed upon by the parties. In the event of a change in work, the parties will consult again. All results of the work performed shall be entirely at Client's risk.

A.7.3. The Client shall always provide the Seconded Person with all information and intelligence relevant to the proper performance of the work in a timely manner.

A.7.4. The Client shall ensure an adequate and safe workplace for Seconded Person in accordance with the applicable working conditions regulations and/or working conditions legislation.

A.7.5. Customer is not permitted to place the Seconded Person with third parties for the purpose of performing work without Emendis' prior consent.

A.7.6. Emendis will pay the wage taxes and all social security contributions of the seconded person to the appropriate authorities and indemnifies the Client against any claims from third parties in this respect.

A.7.7. Emendis is entitled, without being obliged to pay damages and/or compensation for costs, to replace the seconded person by another seconded person.

A.7.8. In case of illness, Emendis and/or seconded party will cancel as early as possible with the Client. Emendis is not obliged to replace Seconded Person in case of illness. If Seconded Person is absent for more than thirty (30) days due to illness and no replacement Seconded Person is available, the Client and/or Emendis shall be entitled to terminate the Agreement in accordance with Article A.14 (Duration and Termination).

A.7.9. Emendis will invoice the Client on a monthly basis for the hours worked by the Seconded Person. Travel time and travel and accommodation expenses will be charged separately to the Client, unless otherwise agreed upon. If requested by the Client, Emendis will report the hours worked by the seconded person and send them to the Client within ten (10) working days.

A.8 Intellectual property rights

A.8.1. All Intellectual Property Rights to all Works developed or made available by Emendis under the Agreement shall belong exclusively to Emendis or its licensors, unless otherwise agreed in writing.

A.8.2. The Intellectual Property Rights with respect to the open source software used by Emendis, are vested in the developer of such software or other rights holder. Such rights cannot be transferred

to Client under any circumstances. The Client itself is responsible for compliance with the open source software licenses and indemnifies Emendis against claims of third parties regarding compliance with these licenses.

A.8.3. Client only acquires the rights of use and powers explicitly granted in these General Conditions, the Agreement or otherwise in writing, and Client shall not otherwise reproduce or disclose these Works. The foregoing will be an exception if it is unmistakable that Customer has been inadvertently omitted to explicitly grant such a right. However, the provision of source code for Works is at all times only mandatory if explicitly agreed in writing.

A.8.4. Emendis is entitled not to issue or to withdraw the right of use as referred to in the previous paragraph if the Client has not fulfilled its obligations under the Agreement.

A.8.5. Unless otherwise agreed upon in writing, Customer will not be permitted to remove or alter any indication concerning Intellectual Property Rights from these Works, including indications concerning the confidential nature and secrecy of the Works.

A.8.6. Emendis is permitted to take technical measures to protect its Works. If Emendis has secured these Works by means of technical protection, the Client is not permitted to remove or evade this protection, except if and insofar as the law imperatively provides otherwise.

A.9 Prices

A.9.1. Unless explicitly stated otherwise with an amount, all prices quoted by Emendis are exclusive of sales tax and other government levies.

A.9.2. If a price is based on data provided by the Client and these data prove to be incorrect, Emendis will be entitled to adjust the prices accordingly, even after the Agreement has already been concluded.

A.9.3. If the Agreement is a continuing performance contract, Emendis is entitled to increase the rates charged once a year in accordance with the percentage applicable for the past year on the basis of the CBS index for commercial services (dpi index).

A.10 Terms of payment

A.10.1. Emendis will invoice the amounts owed by the Client to the Client. In doing so, Emendis may issue electronic invoices to the e-mail address of the Client known to Emendis. Emendis has the right to charge periodically due amounts prior to the delivery of the Services.

A.10.2. The term of payment of an invoice is thirty (30) days from invoice date, unless otherwise agreed in writing.

A.10.3. If the Client has not paid in full after fourteen (14) days from the payment deadline, he shall automatically be in default without notice of default being required.

A.10.4. In the event of late payment, Principal shall, in addition to the amount due and the interest accrued thereon, be liable for full compensation of extrajudicial and judicial costs, including full attorney's fees.

A.10.5. Unless Customer is a consumer, reliance by Customer on suspension, set-off or deduction is not permitted.

A.10.6. In case the Client fails to fulfill any obligation under the Agreement, Emendis will be entitled without any notice of default to take back delivered goods in addition to suspension of Services, without prejudice to Emendis' right to compensation for damage, lost profit and interest.

A.11 Force majeure

A.11.1. Neither party can be held to fulfill any obligation if a circumstance beyond the control of the parties, which could not or should not already have been foreseen at the conclusion of the Contract, nullifies any reasonable possibility of performance.

A.11.2. Force majeure includes (but is not limited to): failures of public infrastructure that is normally available to Emendis, and on which the provision of the Services depends, but over which Emendis cannot exercise any actual power or contractual performance obligation, such as networks in the Internet that Emendis has not contracted with; failures in infrastructure and/or Services of Emendis caused by computer crime, for example (D)DOS attacks or successful or unsuccessful attempts to circumvent network security or system security; shortcomings of suppliers of Emendis, which Emendis could not foresee and for which Emendis cannot hold its supplier liable, for example because the supplier in question was (also) subject to force majeure; Defectiveness of goods, equipment, software or other source material the use of which was prescribed by the Client; Unavailability of members of staff (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks and internal disturbances.

A.11.3. If a force majeure situation lasts longer than ninety (90) days, either party has the right to terminate the Agreement in writing. What has already been performed under the Agreement shall in that case be settled proportionately, without the parties owing each other anything else.

A.12 Liability

A.12.1. Emendis' liability for damages resulting from an attributable failure in the performance of the Agreement, or in tort or otherwise, is excluded.

A.12.2. Insofar as exclusion of liability is not possible under the law, Emendis shall only be liable to the Client for direct damage resulting from an attributable failure in the performance of this Agreement. Direct damage means exclusively all damage consisting of:

- a) damage directly inflicted on tangible property ("property damage");
- b) reasonable and demonstrable costs incurred by the Client to induce Emendis to (again) properly fulfill the Agreement;
- c) reasonable costs incurred to establish the cause and extent of the damage insofar as pertaining to direct damage as referred to here;

- d) reasonable and demonstrable costs incurred by the Client to prevent or limit the direct damage as referred to in this article.

- A.12.3.** Emendis shall in no case be liable for compensation of indirect damage or consequential damage or damage due to loss of turnover or profit, damage to image, damage due to delay, damage due to loss of data, damage due to exceeding of time limits as a result of changed circumstances, damage as a result of the provision of inadequate cooperation, information or materials by the Client and damage due to information or advice given by Emendis, the content of which does not explicitly form part of the Agreement.
- A.12.4.** The maximum amount that will be paid in case of liability pursuant to paragraph 2 of this article is limited per event or a series of related events to the amount that the insurance of Emendis will pay out. If the insurance does not pay out, the liability will be limited to the payments owed by the Client under this Agreement during the past twelve (12) months (excluding VAT). In no event, however, shall the total compensation for direct damage exceed EUR 15,000 (excluding VAT).
- A.12.5.** The limitation of liability as referred to in the previous paragraphs of the present article shall lapse if and insofar as the damage is the result of intent or gross negligence on the part of Emendis' management.
- A.12.6.** The liability of Emendis on account of attributable failure in the fulfillment of the Agreement shall only arise if the Client gives Emendis immediate and proper notice of default in writing, thereby setting a reasonable time for curing the failure, and Emendis continues to fail imputably in the fulfillment of its obligations even after that time. The notice of default must contain as detailed a description as possible of the failure, so that Emendis is able to respond adequately.
- A.12.7.** The application of Article 6:271 et seq. of the Civil Code is excluded.
- A.12.8.** Customer shall indemnify Emendis against all claims of third parties (including customers of Customer), in respect of compensation for damage, costs or interest, related to this Agreement and/or the Service.

A.13 Confidentiality

- A.13.1.** The parties shall keep confidential any information they provide to each other before, during or after the performance of the Agreement if such information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.
- A.13.2.** Emendis will not take cognizance of data that the Client stores and/or disseminates through the systems of Emendis, unless this is necessary for proper performance of the Agreement or Emendis is obliged to do so pursuant to a statutory provision or court order. In that case, Emendis will make every effort to limit as much as possible the knowledge of the data, insofar as this is within its power.

- A.13.3.** The obligation of confidentiality shall continue to exist even after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

A.14 Duration and termination

- A.14.1.** The Agreement is entered into for the term stated in the quotation. If no term is specified, the Agreement is entered into for the duration of twelve (12) months or for the duration necessary for the provision of the Service. The Agreement may be terminated prematurely only as provided for in these General Terms and Conditions, or by agreement of both parties. However, if the Agreement is an assignment agreement, it cannot be terminated by Customer in the interim.
- A.14.2.** If the Agreement is a continuing performance contract, in the absence of a written notice of termination in good time before the end of the aforementioned period, it will always be tacitly extended by the same period, subject to the notice period, unless otherwise agreed in writing.
- A.14.3.** Client will observe a notice period of two (2) months. Emendis will observe a notice period of three (3) months.
- A.14.4.** Emendis may immediately suspend or terminate the Agreement in writing if at least one of the following special grounds applies:
- a) Client is in default with respect to a material obligation;
 - b) Client's bankruptcy has been filed for;
 - c) Client has filed for suspension of payments;
 - d) Client's operations are terminated or liquidated.
- A.14.5.** If Emendis suspends fulfillment of its obligations, it retains its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.
- A.14.6.** If the Agreement is terminated or dissolved, Emendis' claims against the Client shall become immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for services rendered will remain due, without any obligation to undo them. In the event of dissolution by the Client, the Client may only dissolve that part of the Agreement which has not yet been performed by Emendis. If the dissolution is imputable to the Client, Emendis is entitled to compensation of the damage caused directly and indirectly as a result.
- A.14.7.** The right to suspension in the above cases applies to all Agreements concluded with the Customer simultaneously, even if the Customer is only in default with respect to one Agreement, and without prejudice to Emendis' right to compensation for damage, lost profit and interest.

A.15 Modification of terms and conditions

- A.15.1.** Emendis reserves the right to modify or supplement the Services and these General Conditions. Amendments shall also apply in respect of Agreements already concluded subject to a period of thirty (30) days after the announcement of the amendment.

A.15.2. Amendments shall be announced on the Website, or by e-mail to the Client, or any other channel of which Emendis can prove that the announcement has reached the Client. Non-substantive changes of minor importance may be made at any time and do not require notice.

A.15.3. If the Client does not wish to accept a change, the Client must notify Emendis in writing with reasons within fourteen (14) days after publication. Emendis may thereupon reconsider the change. If Emendis does not thereupon withdraw the change, the Client may, until the date on which the new conditions take effect, terminate the agreement by this date.

A.16 Other provisions

A.16.1. The Agreement shall be governed by Dutch law.

A.16.2. Insofar as not otherwise prescribed by the rules of mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court for the district in which Emendis is located.

A.16.3. In these General Conditions "in writing" also includes communication by e-mail provided that the identity of the sender and integrity of the content have been sufficiently established.

A.16.4. If any provision of the Agreement is found to be invalid, this shall not affect the validity of the Agreement as a whole. The parties will in that case determine (a) new provision(s) to replace it, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as is legally possible.

A.16.5. Information and notices, including price indications, on the Website are subject to programming and typing errors. In the event of any inconsistency between the Website and the Agreement, the Agreement shall prevail.

A.16.6. The log files and other records, electronic or otherwise, of Emendis constitute full evidence of statements made by Emendis and the version of any (electronic) communication received or stored by Emendis shall be deemed authentic, subject to evidence to the contrary to be provided by Client.

A.16.7. The parties shall always inform each other immediately in writing of any changes in name, postal address, e-mail address, telephone number and, if requested, bank or giro account number.

A.16.8. Each party shall only be entitled to assign its rights and obligations under the Agreement to a third party with the prior written consent of the other party. However, such consent is not required in the case of corporate takeover or acquisition of the majority of the shares of the party concerned.

Module B – Development of Works

If the Service (also) extends to the development, configuration and/or adaptation of Works such as websites, applications, layouts, data files, software, documentation, advice, reports, analyses, designs, the provisions of this module also apply.

B1 Development of works

- B.1.1.** Prior to development, the parties shall jointly consult which specifications underlie the Works to be developed. Emendis uses the following development methods:
- a) Development by the hour: the specifications of the Works to be developed are determined in advance by the Client. Emendis' work will be performed under the supervision of the Client. Emendis will charge Client for the hours realized;
 - b) Agile/SCRUM: the specifications of the Works to be developed will be continuously adjusted during the development process. The Work will be performed in time blocks (sprints). Emendis will charge Customer in advance for the time blocks (sprints). Emendis does not guarantee that the Works will be delivered according to certain specifications and within a certain period of time and/or within certain time blocks (sprints);
 - c) Fixed fee: the specifications of the Works to be developed will be determined jointly and in advance by the parties. The Works will be performed by Emendis on the basis of a fixed fee. Emendis guarantees that the Works will be delivered in accordance with the specifications, provided this is not unreasonable.
- If applicable, the development method used by Emendis will be included in Emendis' quotation.
- B.1.2.** If a Service extends to the development, configuration and/or adaptation of Works, Emendis has, unless otherwise agreed, the right to use images, software and components of third parties in the development, configuration or adaptation of Works.
- B.1.3.** Emendis is permitted to use open source software whose rights are held by third parties. This means, inter alia, that Emendis may supply open source software to Client and may incorporate open source software in Works that Emendis creates or adapts in the context of a Service. If the license of certain open source software entails that Client can only distribute (parts of) the Works as open source, Emendis will adequately inform Client about all applicable license conditions.
- B.1.4.** After delivery, the responsibility for correct compliance with the relevant third party licenses when using the developed Works lies with Client.
- B.1.5.** Emendis is permitted to include a name statement in the Works. If Client objects to this, Emendis will remove this name mention free of charge.

- B.1.6.** Emendis is not obliged to provide a manual by default with the delivered Works. If the Client requests a manual, Emendis will be entitled to charge additional costs. To the extent possible, Emendis will notify the Client of these costs in advance.

B2 Tests and test environment

- B.2.1.** Customer will be enabled to test the Works in an acceptance environment prior to delivery. Emendis will provide Customer with access to this test environment by sending a location (URL) and, if necessary, login details.
- B.2.2.** Access to this test environment is strictly bound to Client. Client is not permitted to provide third parties with access to this test environment by forwarding the location (URL) and/or login details to these third parties.
- B.2.3.** Client is aware that the test version is not suitable for production purposes in any form. It is therefore not permitted to use the test environment for these purposes.
- B.2.4.** Emendis is not obliged to move the Data stored in the test environment to a production environment, unless otherwise agreed in writing.
- B.2.5.** Emendis shall in no case be liable for loss and/or disclosure of the Data stored in the test environment.
- B.2.6.** Client is aware that the Work may send communications (e.g. e-mail) to specified addresses. Emendis is not liable for these sent communications.
- B.2.7.** Emendis gives no guarantees regarding the availability, completeness and correct operation of the test environment. Also, no guarantees can be derived from an already concluded SLA regarding the test environment.

B3 Delivery and acceptance

- B.3.1.** Emendis shall deliver the Works or portions thereof to be developed or adapted when, in its professional opinion, they meet the specifications or are suitable for use. Emendis has the right to postpone the delivery of the Works until such time as the Client has fulfilled all its obligations under the Agreement.
- B.3.2.** Delivery shall take place by means of provision in a test environment as referred to in Article 8 (Tests and test environment).
- B.3.3.** Client must then evaluate and approve or reject the deliverables within fourteen (14) days of delivery. Acceptance of the work delivered shall be deemed to exist if:
- a. Client has accepted the delivery by written agreement;
 - b. Client uses the delivered Work for production purposes, including but
 - a) not limited to transferring the Works to a production environment;
 - c. Customer does not reject the completed Work within a period of ten
 - b) (10) Business Days, has not requested a round of revisions or has not
 - c) objected to delivery.

- B.3.4.** If a Work is delivered in phases, upon completion of each phase, Client shall give approval or disapproval of the portion of the Work of that phase in the manner provided in the preceding paragraph. Client may not base an approval or disapproval in a later stage on aspects approved in an earlier stage.
- B.3.5.** If the Client fully or partially rejects the delivered work, Emendis will make every effort to remove the reason for rejection as soon as possible. This may be done by Emendis by revising the result or by rejecting the reason motivated. Client then has a period of ten (10) Business Days to approve or reject the revision or reason.
- B.3.6.** If, after the initial revision or justification, Client has rejected all or part of the deliverable, a reasonable number of rounds of revisions will follow at Emendis' discretion.
- B.3.7.** If parties agree that further revisions are not useful (anymore), both parties will consult about the further handling. In any case, the Client will be obliged to reimburse the hours actually incurred by Emendis, up to a maximum of the quoted amount. However, this does not entitle the Client to use the Works in any way, unless otherwise agreed in writing.
- B.3.8.** After acceptance of the Deliverable, any liability for defects in the Deliverable shall lapse unless Emendis knew or should have known of the defect at the time of acceptance. In any event, any liability for defects in a Work shall lapse after a period of twelve (12) months following acceptance of the Delivered Work.
- B.3.9.** Desired changes to Works must be supplied by the Client on a point-by-point basis and in writing. Emendis will then assess whether this work is within the Agreement, or will be quoted separately as being additional work.

B4 Additional work

- B.4.1.** Changes as the result of new or modified insights that have arisen during the development process shall count as additional work. This is entirely at the discretion of Emendis.
- B.4.2.** Emendis will indicate clearly and in advance which work is to be considered additional work. In addition, Emendis will specify the costs involved in the additional work.

B5 Supply of maintenance

- B.5.1.** Maintenance means the operation of existing Works in accordance with the quotation or further agreement, and more generally the repair of technical errors. Maintenance expressly does not mean repairing errors resulting from improper use of the Works, hacks and/or other external influences (e.g. browser and other software updates).
- B.5.2.** Emendis will make every effort to carry out maintenance to the best of its ability, but in doing so is often dependent on its supplier(s) and third parties for updates, error repair software ("patches") or spare parts. Emendis is entitled not to install certain updates or patches if, in its judgment, this will not benefit the correct operation of the Works or is not in the Customer's interest.

- B.5.3.** As part of the maintenance, Emendis will endeavor to repair errors in the Works and associated software. However, Emendis is dependent in this respect on supplier(s) and third parties. In case of new functionality or changes that may substantially alter the functioning of the Works, Emendis will consult with Client in advance.
- B.5.4.** Emendis will make every effort to add to the Works improvements requested by Customer as referred to in this article. Emendis is always entitled to refuse a request if, in its judgment, it is not feasible or may impede proper operation or availability of the Works.
- B.5.5.** If, in the opinion of Emendis, a requested change may adversely affect the functioning or security of the Works, Emendis will notify the Client in writing. If the Client nevertheless insists on the change and Emendis makes it, this shall be done at the Client's own risk and without any liability for Emendis.
- B.5.6.** If the Client independently wishes to implement a change to results delivered by Emendis, this will occur entirely at the Client's own risk and responsibility, unless the Client has previously notified Emendis of the desired change and Emendis has approved it in writing. Emendis may attach conditions to this approval.
- B.5.7.** Remote support will be provided by telephone, e-mail and other channels to be mutually agreed upon.
- B.5.8.** Emendis will, at the request of Customer, propose software by which computers to be supported can be remotely accessed. It is the responsibility of the Client to ensure that its network and security environment allows this software to operate.
- B.5.9.** If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, Emendis will consult with Client for on-site solution.

Module C -

Hosting en Domain Name Registraton

If the Service (partly) serves to store and/or forward material provided by the Customer to third parties, such as in the case of web hosting, virtual servers and e-mail services or mediating in the acquisition of a domain name, the provisions of this module also apply.

C.1 Performance of the service

- C.1.1.** Emendis will set up a space for the purpose of the Service as soon as possible after the commencement of the Agreement. If so agreed, the login details for access to this space will be sent by Emendis to the Client.
- C.1.2.** Emendis will make every effort to realize good quality and uninterrupted availability of the Service and associated systems and networks, and to realize access to data stored by the Customer therewith. However, Emendis offers no guarantees about quality or availability, unless otherwise agreed in the offer by means of a Service Level Agreement (SLA) designated as such.
- C.1.3.** The Client hereby grants Emendis an unrestricted license to distribute, store, transmit or copy all materials distributed by the Client through Emendis' systems in any manner deemed appropriate by Emendis, but only to the extent reasonably necessary for the benefit of Emendis' performance of the Agreement.
- C.1.4.** All changes with respect to the Service, whether at the request of the Client or as a result of the fact that due to whatever circumstances another performance is necessary, will be considered as additional work when extra costs are involved and insofar as less costs consist of this as less work. These will be invoiced to Client accordingly.
- C.1.5.** Customer is not permitted to resell (resell) the Service to third parties, unless otherwise agreed in writing.
- C.1.6.** Emendis will not take cognizance of data which the Customer stores and/or distributes through Emendis' systems, unless this is necessary for the proper execution of the Agreement or Emendis is obliged to do so pursuant to a statutory provision or court order. In that case, Emendis will make every effort to limit as much as possible the perusal of the data, insofar as this is within its power.

C.2 Rules of conduct

- C.2.1.** By using the Service, Customer is prohibited from violating Dutch or other laws or regulations applicable to Customer or Emendis or from infringing on the rights of others.
- C.2.2.** It is prohibited (whether lawful or not) by Emendis, using the Service, to offer or distribute Materials that:

- a. are unmistakably primarily intended to assist others in violating the rights of others, such as websites containing (exclusively or primarily) hacking tools or explanations of computer crime that are apparently intended to enable the reader to commit (or cause the reader to commit) the described criminal conduct and not to be able to defend themselves against it;
- b. are unmistakably libelous, defamatory, offensive, racist, discriminatory or hate speech;
- c. contain child pornography or bestiality pornography or are manifestly intended to help others find such materials; and
- d. violate the privacy of third parties, which includes, but is not limited to, the dissemination of third parties' personal data without permission or necessity or repeatedly harassing third parties with communications unwanted by them;
- e. contain hyperlinks, torrents or references with (locations of) material that unmistakably infringe copyrights, related rights or portrait rights;
- f. contain unsolicited commercial, charitable or idealistic communication; or
- g. contain malicious content such as viruses or spyware.

C.2.3. Client shall refrain from obstructing other customers or Internet users or causing damage to systems or networks of Emendis or other customers. The Client is prohibited from starting up processes or programs, whether or not via Emendis' systems, of which the Client knows or can reasonably suspect that this will hinder or damage Emendis, its customers or Internet users.

C.2.4. If, in the opinion of Emendis, a nuisance, damage or other danger arises for the functioning of the computer systems or the network of Emendis or third parties and/or of the services provided via the Internet, in particular by excessive sending of e-mail or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Emendis is entitled to take all measures which it reasonably considers necessary to avert or prevent this danger. Emendis may recover the costs reasonably necessary associated with these measures from the Client.

C.2.5. If the measures referred to in article C.2.4 consist of (temporarily) suspending the Service as a result of which it is not accessible, Emendis is entitled to charge an amount of EUR 60.00 excluding VAT for reinstatement of the Service.

C.3 Notice & takedown (complaint procedure)

C.3.1. When Emendis receives a complaint about violation of the previous article by Client, or itself finds that this appears to be the case, Emendis will notify Client of the complaint or violation as soon as possible. The Client will respond as soon as possible, after which Emendis will decide how to proceed.

- C.3.2.** If Emendis is of the opinion that there is a violation, it will block access to the material in question, however without permanently removing this material (unless this proves technically impossible, in which case Emendis will make a backup). Emendis will endeavor not to touch any other materials in the process. Emendis will notify the Client of any measures taken as soon as possible.
- C.3.3.** Emendis shall at all times be entitled to report any detected criminal offenses. Furthermore, Emendis is entitled to hand over the name, address and other identifying data of the Client to a third party who complains that the Client infringes its rights or these General Conditions, provided that the accuracy of such complaint is sufficiently plausible in all reasonableness and the third party has a clear interest in handing over the data.
- C.3.4.** Although Emendis shall endeavor to act as reasonably, carefully and adequately as possible following complaints about the Client, Emendis shall never be obliged to compensate any damage resulting from actions as referred to in this article.
- C.3.5.** In case of repeated complaints about Client or the information stored by Client, Emendis is entitled to terminate the Agreement.

C.4 Storage and data limits

- C.4.1.** Emendis may limit the amount of storage space Customer may use per month under the Service.
- C.4.2.** Unused storage space, bandwidth and/or data traffic is not transferable to a subsequent month, unless otherwise agreed in writing.
- C.4.3.** Should the Customer exceed the applicable limits, Emendis may, after sending at least one warning message to the Customer regarding the excess, charge an additional amount per data unit (e.g. MB or GB) in the amount of the excess, according to the amounts applicable for this purpose in the Price List.
- C.4.4.** The log files and the administration of Emendis shall serve as compelling evidence of the actual consumption by Customer and shall therefore be decisive, subject to evidence to the contrary by Customer.
- C.4.5.** No liability exists for consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been exceeded.
- C.4.6.** When an excessive amount of data traffic is caused by an external cause (such as in the case of a (distributed) denial-of-service attack), Emendis is entitled to pass on the costs

C.5 Software

- C.5.1.** Emendis will make every effort to keep the software it uses up-to-date. However, Emendis is dependent on its suppliers in this regard, and Emendis is entitled not to install certain updates or patches if, in its judgment, this will not benefit a correct delivery of the Service.
- C.5.2.** Emendis guarantees that changes in the configuration or software on its hosting infrastructure (e.g. updates) will not adversely affect the operation of the web applications housed thereon. This

insofar as these web applications have been developed by Emendis and have been hosted on the Emendis infrastructure without interruption since delivery.

C.5.3. When offering this warranty Emendis uses the status of the software as indicated by the relevant supplier. If software has been given "end of life" status, accelerated phasing out, no longer being maintained and/or no longer receiving updates for security problems, Emendis will also phase out this software in view of the security of its infrastructure. The warranty mentioned in the previous paragraph will then lapse.

C.5.4. Emendis is in this case not obliged to assist Client free of charge in making required changes to the web application, or transferring the web application to the hosting infrastructure of a third party.

C.6 Domain registration

C.6.1. Application, assignment and possible use of a domain name depend on and are subject to the applicable rules and procedures of the relevant registering authorities, such as the Stichting Internet Domeinregistratie Nederland (SIDN) in the case of .nl domain names. The relevant authority decides on the allocation of a domain name. Emendis only plays a mediating role in the application and gives no guarantee that an application will be honored.

C.6.2. Client can only learn the fact of registration from Emendis' confirmation, which states that the requested domain name has been registered. An invoice for registration fees is not a confirmation of registration.

C.6.3. The Client indemnifies and holds Emendis harmless for all damages related to (the use of) a domain name on behalf of or by the Client.

C.6.4. Emendis is not liable for the loss by the Client of its right(s) to a domain name or for the fact that the domain name is applied for and/or obtained by a third party in the interim, except in the case of intent or deliberate recklessness on the part of the Client.

C.6.5. Client shall conform to the rules set by registering authorities for application, assignment or use of a domain name. Emendis will refer to these rules during the registration procedure.

C.6.6. The rules referred to in the previous paragraph will be made available to the Client by Emendis in a timely manner and prior to registration.

C.6.7. In the event that Emendis registers a domain name in its name on behalf of the Client, Emendis shall cooperate with requests by the Client to transfer, transfer or terminate this domain name. Any resulting costs, including but not limited to "trade" costs, shall be borne by the Client.

C.6.8. Emendis has the right to make the domain name inaccessible or unusable, or to place it (or have it placed) in its own name if the Client is demonstrably in default with respect to the fulfillment of the Agreement, but only for the duration that the Client is in default and only after expiration of a reasonable period for fulfillment set in a written notice of default.

C.6.9. In case of dissolution of the Agreement for breach of contract by the Client, Emendis shall be entitled to terminate a domain name of the Client subject to a notice period of two (2) months.

C.7 Faults

- C.7.1.** Emendis has the right to temporarily put its systems, including the Service, or parts thereof out of operation for the purpose of maintenance, modification or improvement thereof. Emendis will try to have such taking out of service take place as much as possible outside Business Hours and will make every effort to inform the Customer in a timely manner of the planned taking out of service. However, Emendis shall never be liable for compensation for damage in connection with such taking out of service.
- C.7.2.** Emendis has the right to modify its systems, including the Service, or portions thereof from time to time to improve functionality and to correct errors. If a modification results in a significant change in functionality, Emendis will make every effort to notify Client. In case of adjustments relevant to multiple clients, it is not possible to waive a particular adjustment only for Client. Emendis is not obliged to any compensation for damage caused by such an adaptation.
- C.7.3.** Emendis will make every effort in case of unavailability of the Service, due to breakdowns, maintenance or other causes, to inform Client about the nature and expected duration of the interruption.

C.8 Procedure after termination

- C.8.1.** After termination of the Agreement, as a result of cancellation or dissolution, all data stored for Client will be kept available for one week after termination, so that Client can download the data himself. After this period, all data for Client will be deleted, regardless of whether Client has downloaded it or not.
- C.8.2.** The deletion of data stored for Client is done by default without special precautions to make the deletion irreversible, but can be done with the help of a software data shredder upon request for an additional fee.