

# General Sales and Delivery Terms and Conditions of Inepro Group BV

## Article 1 Definitions

In these General Terms and Conditions the following terms have the following meaning, unless explicitly otherwise indicated:

**INEPRO:** INEPRO Group B.V. and all undertakings affiliated with it;  
**Customer:** INEPRO's contracting party, acting in the course of a profession or business;  
**Contract:** the contract(s) between INEPRO and Customer on the basis of which INEPRO provides Products and Services to Customer.  
**Products:** the products which INEPRO supplies to Customer in the framework of the performance of the Contract;  
**Services:** the services which INEPRO provides on behalf of Customer in the framework of the performance of the Contract.  
**SaaS service:** the web application(s) which INEPRO makes available to Customer in the framework of the performance of the Contract;  
**Software:** every form of computer software which INEPRO makes available to Customer in the framework of the performance of the Contract.

### **In writing/**

**Written:** by letter, fax or by e-mail.

### **General Terms and Conditions:**

these General Terms and Conditions of Inepro Group B.V.

## Article 2 General

- 2.1 The provisions of these General Terms and Conditions apply to every quote, offer, Contract and obligations ensuing therefrom between INEPRO and a Customer, to which INEPRO declared these General Terms and Conditions to apply, insofar as the parties do not deviate from these General Terms and Conditions in Writing.
- 2.2 The applicability of the general terms and conditions applied by Customer is hereby explicitly dismissed. By the mere fact of entering into a Contract the Customer waives any general terms and conditions applied by Customer, so that all Contracts are only subject to these General Terms and Conditions.
- 2.3 In the event these General Terms and Conditions and a Contract were to contain clauses which conflict with each other, the Contract will prevail.
- 2.4 If one or more provisions in these General Terms and Conditions are void or voided, the other provisions of these General Terms and Conditions will remain in full effect. INEPRO and Customer will in such case consult in order to agree new provisions to replace the void or voided provisions, whereby if and insofar as possible the goal and the purport of the original provision will be observed.

## Article 3 Quotes and offers

- 3.1 All quotes, offers, price lists, delivery times, etc. of INEPRO are without commitment, even if they contain a term for acceptance, unless it has been agreed in Writing that the offer/quote is not without commitment. If an offer/quote contains an offer without commitment and such offer is accepted by Customer, INEPRO has the right to revoke the offer within two (2) working days after receipt of the acceptance.
- 3.2 The Contract between INEPRO and Customer will only be made after INEPRO has confirmed the acceptance of the

offer and/or quote to Customer in Writing or by INEPRO starting with the performance of the Contract. Insofar as the Contract is made because INEPRO starts the performance, INEPRO's invoice is also deemed as order confirmation.

- 3.3 Any additional agreements or changes to the Contract made later will only bind INEPRO if and insofar as these have been confirmed by INEPRO in Writing by persons with the authority to do so.
- 3.4 If a sample or model is shown or provided to Customer, it is presumed to only have been provided as an indication without the Products having to correspond thereto, unless it is agreed in Writing that the Products will correspond with the sample or model.
- 3.5 INEPRO at all times reserves the right to make changes in or to the composition of the Products to be supplied by it including, but not exclusively, technical changes to the Product, changes in design, colour of the Product and the like.
- 3.6 If the acceptance deviates (on subordinate points) from the matters laid down in the offer INEPRO is not bound thereby. The Contract will in such case not be made in accordance with this deviating acceptance, unless INEPRO indicates otherwise in Writing.
- 3.7 The scope of INEPRO's obligations is exclusively determined by the contents of the offer which is accepted by Customer.
- 3.8 A composite price specification does not oblige INEPRO to deliver a part of the Products and Services included in the quote or offer against a corresponding part of the specified price.
- 3.9 Quotes or offers do not automatically apply to subsequent orders.
- 3.10 Sections 6:227b(1) and 6:227c of the Dutch Civil Code (DCC) (regarding the furnishing of information with electronic contracts) do not apply.

## Article 4 Remuneration, prices and costs

- 4.1 Unless otherwise agreed in Writing, INEPRO reserves the right to make changes from time to time (maximally once a year) to the prices applied by it after notification to Customer, subject to a term of at least thirty (30) days.
- 4.2 If INEPRO has agreed a fixed price with Customer, INEPRO is nevertheless entitled to increase the price in the cases stated below.
- 4.3 INEPRO may pass on price increases if INEPRO can demonstrate that between the time of offer and performance of the Contract significant price changes have arisen with regard to, e.g., exchange rates, salaries, raw materials, semi-manufactured products, transport costs, insurance premiums, government levies or packing material.
- 4.4 If the price increase passed on by INEPRO is more than 10%, the Customer has the right to terminate the Contract, unless this price increase is the result of a change in the Contract to which the Customer agreed or which ensues from a right to increase the price which INEPRO has pursuant to the law.
- 4.5 The prices applied by INEPRO are exclusive of VAT and any other government levies, as well as any costs to be made in the framework of the Contract, including shipping, transport and packing costs and administration costs, unless otherwise indicated in Writing.

## Article 5 Performance of the contract

- 5.1 INEPRO will perform the Contract to the best of its insight and ability and with due skill. The foregoing is

based on the known state of the art at the time the offer / quote is made. The provisions in Article 3(7) apply mutatis mutandis.

- 5.2 If and insofar as the proper performance of the Contract requires such, INEPRO has the right without further notice to have specific activities be carried out by third parties.
- 5.3 Customer will see to it that all information in respect of which INEPRO indicates that these are necessary or in respect of which Customer reasonably should understand that these are necessary for the performance of the Contract, will be provided to INEPRO in time. If the information necessary for the performance of the Contract has not been provided to INEPRO in time, INEPRO has the right to suspend the performance of the Contract and/or to charge Customer the costs incurred by INEPRO ensuing from the delay in accordance with INEPRO's usual rates.
- 5.4 If it has been agreed that the Contract will be performed in stages, INEPRO can suspend the performance of those parts which belong to a following stage until Customer has approved the results of the preceding stage in Writing.
- 5.5 If INEPRO or third parties engaged by INEPRO in the framework of the Contract carries/carry out work at Customer's location or a location designated by Customer, Customer will provide the facilities reasonably desired by those employees free of charge.
- 5.6 Customer indemnifies INEPRO against possible claims of third parties which suffer loss in connection with the performance of the Contract and which are attributable to Customer. Third parties also include employees of INEPRO.

#### **Article 6 Changes to the Contract/Additional work**

- 6.1 If it turns out during the performance of the Contract that for a proper performance it is necessary to change and/or supplement the work to be carried out, INEPRO is entitled without Customer's prior consent to carry out and charge for additional work, if the costs of the additional work are no more than ten percent (10%) of the originally agreed amount.
- 6.2 In case of less work or additional work which deviates more than ten (10%) of what the parties originally agreed, the parties will adjust the Contract in time and in consultation. In the event the parties do not reach agreement on the adjustment (including the financial consequences) and the Contract is consequently cancelled, INEPRO will be entitled in such case to invoice Customer for the costs made and Products delivered and Customer is bound to pay these to INEPRO.
- 6.3 If the Contract is changed and/or supplemented, the time of completion of the performance will be influenced thereby. INEPRO will notify Customer thereof as soon as possible.

#### **Article 7 Delivery**

- 7.1 Delivery of the Products will be effected in conformity with the provisions in the assignment form. Customer is obliged to accept the Products and Services at the time of delivery.
- 7.2 The completion/delivery terms with regard to the Products, Services and SaaS service to be provided exclusively appear from the INEPRO order confirmation and will in no case start until after the conditions which are laid down in these General Terms and Conditions have been satisfied.
- 7.3 If Customer refuses acceptance or fails to provide information or instructions which are necessary for the delivery, Customer will be in default without further notice of default and INEPRO is entitled to store the

Products at Customer's expense and risk. The provisions of this paragraph apply in full to the other rights to which INEPRO is entitled.

- 7.4 If and insofar as INEPRO, in deviation from/in addition to the agreed delivery conditions, provides Services or carries out incidental activities, INEPRO will execute such activities at Customer's expense and risk. The costs thereof will be invoiced separately.
- 7.5 If INEPRO requires details and/or materials from Customer in the framework of the performance of the Contract, the delivery time will start after Customer has made them available to INEPRO.
- 7.6 If INEPRO and Customer have agreed that Customer will make a down payment, the delivery time will start after the down payment has been received by INEPRO..
- 7.7 Delivery times in Contracts are indicative. A specified delivery time is never a fatal term. After exceeding a delivery date by a minimum of six (6) weeks Customer can give INEPRO written notice of default by recorded mail, stating a last (reasonable) delivery date. If delivery is not effected within the stipulated term, Customer has the right to terminate the Contract, unless INEPRO is subject to a situation of force majeure. Customer is never entitled to any penalty or compensation.
- 7.8 INEPRO is entitled to deliver Products in parts, unless there has been deviation therefrom by Contract or the partial delivery has no independent value. INEPRO is entitled to separately invoice these deliveries.

#### **Article 8 Investigation, complaints**

- 8.1 Customer is obliged to carry out an inspection immediately after taking receipt or at the time of delivery and/or completion of the Products and Services. Customer must inspect whether the quality and quantity of the delivery correspond with what has been agreed, or meet the requirements applicable thereto in the normal (trade) transactions. If Customer notes visible defects, imperfections and/or defects, Customer must inform INEPRO thereof within 24 hours, followed by immediate Written confirmation thereof to INEPRO. Other complaints must be reported to INEPRO by registered post within five (5) days after receipt of the Products.
- 8.2 If the above-mentioned complaints, visible defects, imperfections, and defects have not been reported to INEPRO within the time periods referred to there, the Products and Services are deemed to have been received in good condition. The provisions of this paragraph are without prejudice to the Customer's rights in the event of hidden defects. Customer is obliged to report hidden defects to INEPRO in Writing within five (5) days after they have been determined or could reasonably have been determined, but in no case later than six (6) months after taking receipt of the Products.
- 8.3 When answering the question whether Customer has lodged a complaint in time as referred to in this article it is not relevant whether INEPRO suffers an unreasonable disadvantage due to the late lodging of the Customer's complaint. The mere expiry of the time periods for lodging complaints laid down in this article will lead to a loss of rights.
- 8.4 Complaints will not suspend Customer's payment obligation. If Customer wishes to return faulty Products, such will only be effected with INEPRO's prior Written consent in the manner indicated by INEPRO.
- 8.5 INEPRO must be given the opportunity to investigate the complaint.

- 8.6 In the case of justified and timely complaints the loss will be wound up in accordance with the provisions of Article 10.
- 8.7 If the parties have a difference of opinion regarding the validity of a complaint relating to delivered Products, the parties will jointly engage an independent expert and be asked for an opinion. The outcome of the investigation by the independent expert is binding for the parties, unless otherwise agreed in Writing. The costs involved in the investigation will be borne by the party which is held to be (primarily) in the wrong.

#### **Article 9 Guarantee**

- 9.1 INEPRO guarantees that the delivered Products satisfy the usual requirements and standards which can be set therefore and are free of defects. INEPRO furthermore guarantees that the delivered Products satisfy the requirements set therefore by Dutch and European legislation. Unless explicitly otherwise agreed in Writing, INEPRO does not guarantee that the delivered Products satisfy the requirements established on the basis of foreign legislation. Other conditions and guarantees only apply if agreed between the parties in Writing.
- 9.2 The guarantee stated under paragraph 1 does not apply, if and insofar as product specifications have been agreed between Customer and INEPRO. In that case INEPRO only guarantees that the delivered Products satisfy the specifications and requirements laid down in the agreed product specifications.
- 9.3 If the delivered Product contains software which is outdated at the time of delivery, there will be no shortcoming or infringement of the guarantee stated under paragraph 1. INEPRO does not accept any liability whatsoever in this respect. If possible and only on Customer's request, INEPRO will take care of an update of the software subject to the provisions in Article 6.
- 9.4 The guarantee referred to under paragraph 1 applies, upon delivery of new Products, during a period of six (6) months after delivery, unless otherwise agreed in Writing.
- 9.5 If the delivered Products do not satisfy this guarantee, this will not result in a shortcoming insofar as the delivered Products are suitable for the concrete use that Customer makes thereof.
- 9.6 Minor deviations in colour, design, weight, format and the like of Products delivered by INEPRO do not constitute grounds for Customer to terminate the Contract (in whole or in part), nor does it justify a reduction in the price owed therefore.
- 9.7 If there is a shortcoming with regard to the guarantee, after Written notification of the shortcoming by Customer, INEPRO will at its own election either replace the Products within a reasonable term after receipt thereof or, if return of the goods is not reasonably possible, INEPRO will see to rectification. In the event of replacement Customer hereby undertakes to return Products to be replaced to INEPRO at its own expense and risk and to grant INEPRO the ownership thereof. In no case is INEPRO bound by any further obligation, including compensation of other costs, loss and/or interest.
- 9.8 The guarantee mentioned in this respect does not apply and Customer loses his/her rights with regard to INEPRO, if and insofar:
- 9.8.1 damage or a defect has arisen as a result of inexpert or inappropriate use, use contrary to instructions of INEPRO, inexpert storage of delivered Products by Customer or a third party engaged by Customer or;
- 9.8.2 damage or a defect will have arisen because Customer or third parties, without INEPRO's Written consent, have made changes or are attempting to make changes to the Products or have used them for purposes for which the Products are not intended or;

- 9.8.3 damage or a defect has arisen because INEPRO has acted on the basis of inaccurate and/or incomplete data, materials, information carriers and the like furnished and/or prescribed by Customer.

Customer is liable to INEPRO for all direct and indirect loss which ensues from or is the result of the above-mentioned cases. Customer indemnifies INEPRO with regard to all claims of third parties as a result of the above-mentioned cases.

- 9.9 If the guarantee given by INEPRO concerns Products which have been produced by a third party, the guarantee is limited to the guarantee furnished by the producer of the Products, unless otherwise agreed in Writing.

#### **Article 10 Liability**

- 10.1 INEPRO's liability to Customer is limited to INEPRO's obligations described in Articles 8 and 9.
- 10.2 Without prejudice to the provisions of the preceding paragraph of this article INEPRO is only liable for shortcomings, if there is gross fault, gross negligence and/or intent on the part of INEPRO. Liability for indirect loss, including consequential loss, including but not exclusively, lost profit, lost savings and loss due to a stagnation in operations, which is the result of the actions or omissions in the broadest sense of the word on the part of INEPRO, is furthermore explicitly excluded. The same limitation applies with regard to liability for personnel members or other third parties whom INEPRO engages in the execution of the work.
- 10.3 Without prejudice to the provisions in the other paragraphs of this article, INEPRO's liability – under whatever heading – is limited to the amount of the net price of the delivered Products and Services, or that part of the Contract to which the liability relates, or is limited to a maximum of the amount of the payout made by INEPRO's insurer in a given case, on the understanding that INEPRO will at all times be liable for at most an amount of € 100,000 per Contract.
- 10.4 INEPRO is not liable for loss, of whatever nature, caused by the fact that INEPRO has acted on the basis of inaccurate and/or incomplete information provided by Customer.
- 10.5 In all cases the term within which legal action can be brought against INEPRO for compensation of loss is limited to six (6) months, after Customer has informed INEPRO in conformity with the provisions in Articles 8 and 9 of this Contract as to the complaint / loss.

#### **Article 11 Payment**

- 11.1 Payment must be effected within thirty (30) days after the invoice date, in a manner indicated by INEPRO and in the currency on the invoices. Objections to the amount of the invoices will not suspend the payment obligations.
- 11.2 If Customer fails to make payment within the term of thirty (30) days, after the end of this term Customer will be legally in default. Customer will in such case owe INEPRO:
- 11.2.1 interest for late payment of 2% per month to be calculated cumulatively over the principal. The interest over the due amount will be calculated as of the time that Customer is in default until the time of payment of the full amount;
- 11.2.2 all reasonable costs to obtain an out-of-court settlement of the matter. In any event Customer will owe collection costs in the case of a monetary claim. The collection costs are 15% of the principal and the interest for late payment, with an absolute minimum of € 135.

- If INEPRO has incurred higher costs, which were reasonably necessary, these are eligible for compensation. Any reasonable court and enforcement costs incurred are also at Customer's expense;
- 11.3 INEPRO is entitled to charge a credit restriction supplement of 2%. This supplement is not owed in the event of payment within seven (7) days after the invoice date.
- 11.4 At INEPRO's election, the payments made by Customer will in the first place be put toward reducing the costs, then toward reducing the outstanding interest and finally toward reducing the principal and the accruing interest. INEPRO can, without such constituting default, refuse an offer of payment if Customer designates a different order of allocation. INEPRO can refuse full repayment of the principal, if the outstanding and accruing interest, and costs are not also paid.
- 11.5 In the event of liquidation, bankruptcy, attachment or moratorium on payment of Customer, INEPRO's claims on Customer are immediately due in full.

#### **Article 12 Retention of title**

- 12.1 All Products delivered by INEPRO, also including any designs, sketches, drawings, films, (electronic) files, etc. remain INEPRO's property, until Customer has performed all obligations under the Contract which is the basis of the delivery, including any compensation, costs, interest and penalty.
- 12.2 Customer is not authorised to pledge the Products subject to retention of title or encumber them in any other way.
- 12.3 If third parties attach the Products delivered subject to retention of title or wish to grant or enforce rights thereon, Customer is obliged to notify INEPRO thereof as soon as may be reasonably expected.
- 12.4 Customer is obliged to insure and keep insured the Products delivered subject to retention of title against fire, explosion or water damage, as well as against theft. Customer will present a copy of this insurance policy to INEPRO upon INEPRO's first request.
- 12.5 Products delivered by INEPRO, which pursuant to the provisions under paragraph 1 of this article are subject to the retention of title, may only be resold in the framework of the normal course of business and may never be used as a means of payment. On INEPRO's first request, Customer is obliged with regard to grant a (non-possessory) pledge the Products delivered subject to retention of title.
- 12.6 In the event INEPRO wishes to exercise its property rights indicated in this article, Customer hereby grants unconditional and irrevocable consent to INEPRO or third parties designated by INEPRO to enter all those places where INEPRO's property is located and to retrieve these Products.

#### **Article 13 Suspension and termination**

- 13.1 INEPRO is authorised to suspend performance of its obligations in whole or in part or to terminate the Contract, without judicial intervention and without further notice of default being required, if:
- 13.1.1 Customer does not perform the obligations under the Contract, does not perform such in time or does not perform such in full, insofar as legally required after Written notice of default;
- 13.1.2 after making the Contract, knowledge comes to INEPRO's attention which gives INEPRO good

- grounds for fearing that Customer will not perform the obligations in whole or in part;
- 13.1.3 when making the Contract Customer was asked to give security for the performance of Customer's obligations under the Contract and such security has not been given or is insufficient. As soon as security has been given, INEPRO's entitlement to suspend performance on the basis of this clause will lapse, unless performance has been unreasonably delayed.
- 13.2 INEPRO furthermore has the right to terminate the Contract, without judicial intervention and further notice of default being required:
- 13.2.1 if circumstances arise which are of such nature that performance of the Contract becomes impossible or by standards of reasonableness and fairness can no longer be demanded or if other circumstances arise which are of such nature that unaltered continuation of the Contract may not reasonably be expected, e.g. if a third party on whose behalf INEPRO acts as distributor and on whom INEPRO is dependent for its service no longer supplies to INEPRO or the Contract between INEPRO and this third party is terminated;
- 13.2.2 at the time when Customer is declared bankrupt, petitions for a (preliminary) moratorium on payment, is subject to enforcement attachment, is made subject to a guardianship or administratorship or otherwise loses the power of disposition or competency to act with regard to Customer's assets or parts thereof, unless the receiver in the bankruptcy or the administrator under the (preliminary) moratorium on payment acknowledges the obligations ensuing from the Contract as a debt of the estate.
- 13.3 If the Contract is terminated, INEPRO's claims on Customer will be immediately due.
- 13.4 INEPRO always reserves the right to claim compensation.

#### **Article 14 Return of goods made available**

- 14.1 If INEPRO has in any way made any resources available to Customer in the performance of the Contract, Customer is obliged to return the goods so delivered within fourteen (14) days after a request to this effect on the part of INEPRO, as well as after termination or the end of the Contract, in original condition, free of defects and in full. If Customer does not perform this obligation, all costs ensuing therefrom are at Customer's expense.
- 14.2 If Customer, for whatever reason, defaults on the performance of the obligation set out under paragraph 1, INEPRO has the right to recover the loss and costs ensuing therefrom from Customer.

#### **Article 15 Force majeure**

- 15.1 INEPRO is not bound to perform any obligation, if there is force majeure. In these General Terms and Conditions force majeure is understood to mean, in addition to what it is understood to mean in the law and jurisprudence, every situation which a debtor acting prudently could not reasonably have prevented and the consequences of which he could not reasonably have prevented, work strikes in INEPRO's business, other serious disruptions in INEPRO's business and the circumstance that INEPRO did not obtain performance from a third party which is relevant in connection with

- performance to be effected by INEPRO or such performance was not obtained in time or properly.
- 15.2 INEPRO also has the right to claim force majeure, if the circumstance which prevents (further) performance arises after INEPRO should have performed its obligation.
- 15.3 During the period that the force majeure continues INEPRO can suspend the obligations under the Contract. If this period lasts longer than two (2) months INEPRO has the right to terminate the Contract, without obligation to compensate loss on the part of the Customer.
- 15.4 Insofar as INEPRO at the time the force majeure arises has in the meantime partly performed its obligations under the Contract or will be able to perform these obligations, and the performed part or part to yet be performed has independent value, INEPRO has the right to invoice the part already performed or yet to be performed separately. Customer is bound to pay this invoice as if it were a separate contract.

#### **Article 16 Cancellation**

- 16.1 Customer waives all rights to terminate the Contract pursuant to Section 6:265 et seq. DCC or other statutory provisions, unless cancellation is agreed pursuant to this article and subject to rights of termination elsewhere in these General Terms and Conditions.
- 16.2 Cancellation by Customer is only possible if INEPRO agrees to such in Writing. In such case Customer is also bound to pay INEPRO, in addition to a compensation of at least 35% of the purchase price or agreed price, the costs which INEPRO has made up to the time of cancellation and any unavoidable costs after cancellation which INEPRO subsequently incurs. Customer is liable to third parties for the consequences of the cancellation and indemnifies INEPRO in this respect.
- 16.3 If the parties have agreed delivery of customised work, cancellation is not possible.
- 16.4 Amounts already paid by Customer will not be repaid.

#### **Article 17 Indemnifications**

- Customer indemnifies INEPRO against claims of third parties relating to intellectual property rights in respect of materials or information provided by Customer, which can be used in the performance of the Contract.
- If Customer provides INEPRO with information carriers, electronic files or software, etc., Customer guarantees that the information carriers, electronic files or software are free of viruses and defects.

#### **Article 18 Intellectual property rights and copyright**

- 18.1 Without prejudice to the provisions of these General Terms and Conditions, INEPRO reserves all intellectual and industrial property rights in respect of the Products and Services, packing, instructions for use, etc. and/or which can be enforced and/or can be obtained in connection with the Products and Services, packing, instructions for use, etc. lie exclusively with or exclusively belong to INEPRO or its licensor.
- 18.2 Customer is not permitted to make changes to the Products, unless the contrary ensues from the nature of the goods delivered or otherwise agreed in Writing.
- 18.3 The designs, sketches, drawings, films, software and other materials or (electronic) files made in the framework of the Contract by INEPRO, remain INEPRO's property, regardless of whether they are made available to Customer or to third parties, unless otherwise agreed in Writing.
- 18.4 All documents furnished by INEPRO, such as designs, sketches, drawings, films, software, (electronic) files,

etc., are exclusively intended for use by Customer and may not be reproduced, published or disclosed to third parties by Customer without INEPRO's prior consent.

- 18.5 INEPRO reserves the right to use the increased knowledge which may have been acquired due to the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

#### **Article 19 Confidentiality**

- 19.1 Both parties are subject to a duty of confidentiality with regard to all information, documentation and details relating to the other party and which they obtain in the framework of the Contract from this other party or on behalf of such other party, unless this information, documentation and details are common knowledge.
- 19.2 If, on the basis of a statutory provision or a court judgment, INEPRO is bound to provide confidential information to third parties designated by the law or the competent court, and INEPRO cannot in this respect invoke a statutory right of privilege or a right of privilege recognised or granted by the competent court, INEPRO is not bound to pay compensation or indemnification and Customer is not entitled to terminate the Contract on the basis of any loss arising in consequence thereof.

#### **Article 20 Assignment and Contract takeover**

- 20.1 Customer cannot and may not transfer its claims on INEPRO or Customer's rights and obligations ensuing from the Contract to a third party, unless INEPRO has given written consent therefore. This provision has effect under both the law of obligations and under property law.
- 20.2 INEPRO is at all times entitled to transfer its rights and obligations ensuing from the Contract to a third party. Customer hereby grants INEPRO his/her future cooperation for this transfer.

#### **Article 21 Prohibition on taking over personnel**

During the term of the Contract and one (1) year after termination thereafter, Customer will not in any way, subject to INEPRO's Written consent, employ employees of INEPRO or of undertakings which INEPRO called upon to perform the Contract and who were involved in the performance of the Contract, or otherwise have them work for the Customer, directly or indirectly.

#### **Article 22 Applicable law and competent court**

- 22.1 Dutch law governs all Contracts between INEPRO and Customer and these General Terms and Conditions themselves. The Vienna Sales Convention is explicitly excluded.
- 22.2 Any disputes ensuing from or connected with the Contract to which these General Terms and Conditions apply, or the General Terms and Conditions themselves and its interpretation or performance, will be adjudicated by the competent court in Haarlem, the Netherlands. Nevertheless, INEPRO has the right to present the dispute to the court which has jurisdiction according to the law.
- 22.3 The parties will only bring a matter to court after they have used their utmost endeavours to adjudicate a dispute in consultation.
- 22.4 These General Terms and Conditions are in any event, but not exclusively, drawn up in Dutch. In the event of a dispute regarding the contents and purport of these General Terms and Conditions only the Dutch text and



the meaning thereof will be binding in Dutch jurisdiction.

#### **Article 23 Special conditions regarding the use of Software**

- 23.1 Insofar as Software is made available to Customer in the framework of the performance of the Contract, INEPRO will make this available on the basis of the following licence conditions. In the event these special conditions and the general conditions were to contain conflicting clauses, the special conditions of this article will prevail.
- 23.2 INEPRO will make the Software available to Customer within a reasonable term after entering into the Contract. Immediately after the Contract has ended, in whatever manner, Customer will, insofar as possible, de-install and return all Software in his/her possession to INEPRO (including Software on equipment of Customer or third parties (lease)).
- 23.3 On the basis of a user licence INEPRO will make the agreed Software and the agreed use documentation available to Customer for use during the term of the Contract. The right to use the Software is non-exclusive, non-transferrable and cannot be pledged or sub-licensed. Customer may only use the Software in and on behalf of its own business or organisation. Upon request Customer will immediately cooperate with an investigation by or on behalf of INEPRO concerning compliance with the agreed use restrictions.
- 23.4 All intellectual property rights to the Software, equipment or other materials such as documentation made available to Customer on the basis of the Contract lie exclusively with INEPRO, its licensors or its suppliers.
- 23.5 Customer is only permitted to use the Software in combination with the other Products and Services and related documentation which INEPRO has provided or made available to Customer in the framework of the Contract.
- 23.6 Subject to exceptions stipulated by law, Customer is not entitled to modify the Software in whole or in part without INEPRO's prior written consent. Customer bears the risk of all alterations made by Customer or by third parties on instruction of Customer, whether or not with the consent of INEPRO.
- 23.7 INEPRO is permitted to add technical provisions to protect equipment, databases, websites, Software made available, Software which provides Customer (direct or indirect) access, and the like in connection with an agreed limitation of the contents or the duration of the right to use of these objects. Customer will not remove or circumvent such technical provision(s).
- 23.8 INEPRO does not guarantee that the Software is error-free and will function without interruptions. INEPRO will endeavour to rectify errors in the Software within a reasonable term, if and insofar as the matter concerns Software developed by INEPRO itself. INEPRO does not guarantee that errors in Software which was not developed by INEPRO itself, will be rectified.
- 23.9 The parties agree that the Contract made between the parties, insofar as the subject-matter thereof is availability for use of Software, will never be deemed a purchase contract.

#### **Article 24 Special conditions relating to the SaaS service**

- 24.1 Without prejudice to the provisions of these General Terms and Conditions, the following special conditions apply to the SaaS service. In the event these special conditions and the general conditions contain conflicting clauses with regard to the SaaS service, the special conditions laid down in this article will prevail.
- 24.2 The provision of the SaaS service by INEPRO is based on an obligation of endeavours, unless and insofar as otherwise agreed between the parties. Any agreements concerning a service level for the SaaS service will only be explicitly agreed in writing.
- 24.3 Customer is not free to allow third parties to make use of the SaaS service provided by INEPRO, without INEPRO's explicit consent.
- 24.4 INEPRO can make changes to the content or scope of the SaaS service. INEPRO will inform Customer thereof as timely as possible.
- 24.5 Unless otherwise agreed in Writing, INEPRO is not obliged to execute data conversion.
- 24.6 INEPRO can continue the provision of the SaaS service making use of a new or altered version of the Software. INEPRO is not bound to maintain, alter or add specific characteristics or functions of the service or Software for Customer.
- 24.7 INEPRO can temporarily decommission the SaaS service in whole or in part for preventative, corrective or adaptive maintenance or other forms of service. INEPRO will not have the situation of decommissioning last longer than necessary.
- 24.8 If INEPRO, on the basis of a request or authorised order of a public body or in connection with a legal obligation, carries out activities relating to data of Customer, Customer's employees or users, all related costs will be charged to Customer.
- 24.9 INEPRO does not guarantee that the Software to be kept available in the framework of the SaaS service is error-free and will function without interruption. INEPRO will endeavour to rectify mistakes in the Software within a reasonable term.
- 24.10 INEPRO does not guarantee that the Software to be kept available in the framework of the SaaS service will be modified in time to changes in the relevant legislation and regulations.
- 24.11 All intellectual property rights relating to the SaaS service, as made available by INEPRO to Customer, lie exclusively with INEPRO, its licensors or suppliers.
- 24.12 INEPRO is permitted to add technical provisions to protect the SaaS service in connection with an agreed restriction in the contents or the duration of the right to use these objects. Customer will not remove or circumvent such technical provision(s) or let another remove or circumvent them.
- 24.13 The parties agree that the Contract made between parties, insofar as the subject-matter thereof is the availability for use of the SaaS service, will never be deemed a purchase contract.
- 24.14 If Customer breaches one or more rules under the Contract or conditions of use for the SaaS service which INEPRO has declared to apply and – despite repeated written requests to this effect – allows the breach to continue, INEPRO is entitled to suspend the availability of the SaaS service. If Customer does not immediately comply with a request of INEPRO to cease and desist the breach of the rules, INEPRO has the right to definitely exclude Customer from the SaaS service,

- without INEPRO becoming liable for compensation to the other party.
- 24.15 Customer is not permitted to:
- 24.15.1 via the SaaS service be engaged in illegal activities or activities which can be harmful for the INEPRO server or for any other server connected to the Internet;
  - 24.15.2 in any way be guilty of any punishable offence, including the distribution and making accessible of information which is contrary to the law, public order, public decency or information which is discriminatory in nature; or
  - 24.15.3 infringe intellectual property rights of third parties;
- 24.16 Customer will refrain from the inappropriate use of INEPRO's name.
- 24.17 For its services INEPRO is in part dependent on the Internet, its service provider and its telecommunication suppliers. The relevant availability and accessibility is beyond INEPRO's control and responsibility.
- 24.18 In connection with what is laid down in this paragraph, it is possible that the availability of the Internet is not complete. Complete means 24 hours a day, 7 days a week. INEPRO is not liable for loss ensuing from the non-availability of the SaaS service beyond INEPRO's sphere of influence.
- 25.4 The responsibility for the data which are processed by Customer making use of a service of INEPRO, lies fully with Customer. Customer guarantees to INEPRO that the contents, the use and/or the processing of the data is/are not wrongful and do not infringe any right of a third party. Customer indemnifies INEPRO against any legal claim of a third party, under whatever heading in connection with these data on the performance of the Contract.

#### **Article 25 Special conditions in the framework of the processing of personal data**

- 25.1 In the event this article contains conflicting clauses with regard to a data processing agreement made between the parties, the provisions laid down in the data processing agreement will prevail.
- 25.2 If this is necessary for the performance of the Contract, Customer will upon request inform INEPRO in Writing as to the way in which Customer performs Customer's obligations on the basis of the legislation in the area of personal data protection.
- 25.3 Customer indemnifies INEPRO against claims of persons whose personal data are registered or are processed in the framework of a register of persons held by Customer or for which Customer is otherwise