

GENERAL CONDITIONS DÉHORA

1. GENERAL

1.1 Applicability

1.1.1 These conditions are applicable to all proposals and/or deliveries made by Déhora and agreements and/or other legal relationships between Déhora and Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.

1.1.2 **Purchase conditions or any other conditions used by Customer will not be applicable.** The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected by Déhora, unless explicitly accepted in writing by Déhora.

1.1.3 The General Conditions Déhora are filed with the Chamber of Commerce in Amsterdam under number 33193627.

1.1.4 Déhora reserves the right to make alterations and/or additions to the General Conditions Déhora. The modified General Conditions Déhora will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

1.1.5 Changes in and additions to the General Conditions Déhora and/or agreements made between Déhora and Customer are only valid when agreed to by Déhora in writing.

1.1.6 If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with Déhora.

1.1.7 The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.2 Definitions

1.2.1 In the General Conditions Déhora the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.2.2 Advance:
As further described in clause 7.5.

1.2.3 Back-up:
Spare copies of digital data and/or information.

1.2.4 Business Days:
Normal Dutch working hours (07.00-19.00 CET) and days (Monday through Friday) with the exception of Dutch public holidays.

1.2.5 Déhora:
All Déhora companies and its rightful successors or affiliated organizations in Déhora group and partners that will enter into an agreement with Customer and has declared the General Conditions Déhora applicable.

1.2.6 Customer:
Anyone who requests and orders the delivery of Products.

1.2.7 Déhora Products:
All products and services provided by Déhora and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by Déhora.

1.2.8 Courses:
All courses, trainings and related activities.

1.2.9 Error:
Error(s) means the failure to fulfill the functional specifications set down in writing by Déhora and, in cases of developing custom work Déhora Products, the

functional specifications expressly agreed upon in writing.

1.2.10 Fair Use:
The reasonable use by Customer of the Products.

1.2.11 Fixed Price:
As further described in clause 7.3.

1.2.12 Identification Codes:
Usernames, passwords, address codes and/or other codes.

1.2.13 Maintenance:
As further described in clause 2.2.

1.2.14 Object Code:
The computer programming code substantially in binary form. It is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.

1.2.15 Process-data:
The data entered within the SaaS-service by Customer and/or data entered by third parties.

1.2.16 Products:
All Déhora Products and/or Third Party Products provided by Déhora, the resulting provisions and related activities.

1.2.17 SaaS-service:
(Software as a Service) constitutes the direct and/or indirect (through a third party) provision by Déhora of Products through a web-based application.

1.2.18 Source Code:
The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It includes related Source Code level system documentation, comments and procedural code. Source Code does not include Object Code.

1.2.19 Subsequent Calculation:
As further described in clause 7.4.

1.2.20 Support:
As further described in clause 2.4.

1.2.21 Third Party General Conditions:
Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

1.2.22 Third Party Products:
All products and services provided by Déhora, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by Déhora.

1.2.23 Warranty:
As further described in clause 6.5.

1.3 Confirmation

1.3.1 Verbal agreements, assignments or other expressions of whatever nature by employees of Déhora are only valid and binding when they have been confirmed in writing by authorized representatives of Déhora.

1.4 Offers

1.4.1 All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.

1.4.2 Offers are based on the data, information or requirements made known by Customer as set out in clause 1.6.

1.5 Agreements

1.5.1 If a proposal, contract or other similar legally binding document is sent by Déhora to Customer and Customer fails to return this document, signed, to Déhora, Customer accepts by payment of compensation to Déhora the contents of that document and the General Conditions Déhora.

1.5.2 An agreement between Déhora and Customer, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product for

- which a periodic fee is charged such as but not limited to Maintenance and Support. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.
- 1.5.3** Termination of the agreement as described in clause 1.5.2 occurs by means of a registered letter, which must be received by the other party no later than 30 (thirty) days prior to commencement of the extension date of the agreement.
- 1.5.4** Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 1.5.5** Déhora has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by Déhora will be immediately due.
- 1.5.6** After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.6 Co-operation/Information Requirements For Customer**
- 1.6.1** All assignments are carried out by Déhora on the basis of data, information, requests and/or requirements made known to Déhora by Customer.
- 1.6.2** Customer shall provide all necessary cooperation to Déhora and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.
- 1.6.3** If data, information and/or requirements necessary for execution of the agreement, are not provided, not timely provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then Déhora has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and Déhora has the right to charge the costs incurred at its usual rates.
- 1.6.4** If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, Déhora will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.
- 1.7 Confidentiality/Non-competition**
- 1.7.1** Déhora and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 1.7.2** Déhora is authorized to place the name and logo of Customer or Customer's clients who are given rights to the Products on the Déhora website and/or reference list and to make them available to third parties for information.
- 1.7.3** Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from Déhora during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of Déhora. Customer will ensure that its clients will comply with the foregoing obligation.
- 1.7.4** In the event that Customer breaches clause 1.7.3, Customer will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of Déhora to claim full compensation for damages incurred.
- 1.8 Liability**
- 1.8.1** Déhora's total liability shall be limited, in accordance with clause 1.8.1, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) to a maximum of € 50.000,- (fifty thousand euros), whereby a sequence of events is regarded as one event.
- 1.8.2** If the agreement also includes an agreement over time with a term of more than 1 (one) year and Déhora's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to Déhora on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of € 50.000,- (fifty thousand euros).
- 1.8.3** Déhora's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.
- 1.8.4** Direct damage is exclusively understood as:
- The reasonable costs made in determining the cause and extent of the damage;
 - The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
- 1.8.5** Déhora's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 1.8.6** With the exception of the cases named in this clause 1.8, Déhora has no liability for damage compensation regardless of what an action towards compensation could be based upon.
- 1.8.7** Déhora's liability exists solely when Customer immediately and appropriately notifies Déhora of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Déhora then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the

deficiency as possible so that Déhora is able to react adequately.

- 1.8.8** Prerequisite condition for the existence of any right to compensation is always that Customer notifies Déhora in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.
- 1.8.9** Customer indemnifies Déhora from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by Déhora.
- 1.8.10** Déhora does not accept any liability for damage regardless of its nature caused by Third Party Products which Déhora has delivered to Customer. If possible Déhora will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.
- 1.9 Transfer**
- 1.9.1** The agreement between Déhora and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from Déhora.
- 1.10 Force Majeure**
- 1.10.1** Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Déhora's power as well as business risks of Déhora, these include but are not limited to failure to perform by a supplier of Déhora, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.10.2** When force majeure is of a temporary nature, Déhora has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.10.3** Déhora reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.10.4** In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.
- 1.11 Nullity**
- 1.11.1** If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.11.2** In regard to terms (or part of the term) that are nullified,

declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.12 Applicable Law and Dispute Mechanism

- 1.12.1** All agreements made between Déhora and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2** Any dispute between parties arising under any agreement, which cannot be resolved amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration.
- 1.12.3** If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before a qualified court in Amsterdam, The Netherlands.
- 1.12.4** Either party also may, without waiving any remedy under the agreement, seek from the qualified court in Amsterdam any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal.
- 1.12.5** The General Conditions Déhora are translated from the original Dutch version. In the event of a dispute regarding interpretation or otherwise, the Dutch version of these General Conditions will prevail.

2. Déhora PRODUCTS

2.1 User Rights Software Programs

- 2.1.1** Customer is granted the non-exclusive right to use the Products and corresponding documentation.
- 2.1.2** User rights are limited exclusively to own use of the Products for the agreed upon Central Processing Unit (CPU), number of users, servers and/or workstations. If no limitations have been agreed upon, user rights will be limited to the CPU on which the Products were first installed and the number of users, servers and/or workstations will be limited to 1 (one).
- 2.1.3** User rights for software Products are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing.
- 2.1.4** It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the Products in any way, without the prior written approval from Déhora.
- 2.1.5** Customer is allowed to make one Back-up copy of the Products for safety purposes only, if a Back-up is not provided for by Déhora.
- 2.1.6** User rights on the Products cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).
- 2.1.7** Customer does not have the right to make the Products available, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies).

- 2.1.8** Reverse engineering or decompilation of the Products is not permitted by Customer, unless such is explicitly permitted by law.
- 2.1.9** The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.
- 2.1.10** The extent of the user rights on Third Party Products is determined by the Third Party General Conditions as described in clause 5. Where the foregoing does not deviate from the Third Party General Conditions, the foregoing will also be applicable.
- 2.2 Maintenance**
- 2.2.1** Déhora offers Customer, depending on the Déhora Products delivered, the option of acquiring Maintenance.
- 2.2.2** Maintenance on the Déhora Products is based on a periodic Advance and further to be specified terms and conditions. Where these further to be specified terms and conditions do not deviate herefrom, clause 2.2 will be applicable.
- 2.2.3** Maintenance includes providing updates and documentation of the licensed Déhora Products delivered to Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the Déhora Product that has been made available. Déhora is not obliged to actively keep Customer up to date concerning possible updates of the Déhora Products.
- 2.2.4** An Error only exists where such can be demonstrated and reproduced. Customer is required to immediately report possible Errors to Déhora.
- 2.2.5** The repair of Errors shall take place at the location to be determined by Déhora. Déhora is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding measures in the Products.
- 2.2.6** If Maintenance results in a functional improvement, Déhora will have the right to charge extra payment to compensate for this functional improvement.
- 2.2.7** Déhora is authorized to refuse the provision of Maintenance if the Déhora Products provided by Déhora or the environment in which the Déhora Products operate are altered by Customer in any way or form.
- 2.2.8** If Customer refuses to install updates of the Déhora Products that are offered by Déhora to Customer, then Déhora reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.
- 2.3 Advice**
- 2.3.1** All Products that can be considered advice or which can be described as advice, such as but not limited to Support (clause 2.4), consultancy, training & development, secondment, outplacement, recruitment & selection and research services, will only be given to the best of Déhora's knowledge and capability.
- 2.3.2** Déhora is not responsible and/or liable if the activities that follow forth from advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.
- 2.3.3** Déhora will provide advice on the basis of the conditions required by Déhora and information received from Customer as mentioned in clause 1.6. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.
- 2.4 Support**
- 2.4.1** Support consists of providing verbal (telephonic) and written (e-mail) advice concerning the use and operation of Déhora Products. Support is initially based on a periodic Advance. On the basis of this periodic Advance, Customer is entitled to 12 (twelve) response hours per year. If the number of hours entitled to are exceeded, the applicable hourly rate will be charged.
- 2.4.2** Déhora will only provide Support on the most current updates of the Déhora Products. Déhora is entitled at its sole discretion to provide Support on older versions, releases, etc. of the Déhora Products.
- 2.5 Custom Work**
- 2.5.1** All assignments consisting wholly or partially of custom work are billed on the basis of Fixed Price or Subsequent Calculation.
- 2.5.2** Parties shall specify in writing the manner of development and the Déhora Product to be developed. Déhora will carry out the Déhora Product development activities with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.
- 2.5.3** Déhora is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to Déhora and, if it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.
- 2.5.4** The development of custom work takes place according to the phases as appointed by Déhora. If Customer does not wish to follow the foregoing phases, this will be at the risk (and expense) of Customer.
- 2.5.5** Intellectual property rights, industrial property rights, and other rights to custom work remain at all times with Déhora, as described in clause 8.1.
- 2.6 Additional Work**
- 2.6.1** If, in the opinion of Déhora, a change request by Customer is in fact a request for additional work, Déhora will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.
- 2.6.2** It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.
- 2.7 Installation and Implementation**
- 2.7.1** Déhora will only install and/or implement the Products or have them installed and/or implemented if agreed upon in writing.
- 2.7.2** Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by Déhora have been met in order to ensure a successful installation and/or implementation.
- 2.7.3** Customer will ensure and is entirely responsible for

fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

- 2.7.4** If implementation and/or installation has not been performed within the agreed upon time schedule due to Customer's fault, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of Déhora to proceed with installation and/or implementation at a later time period.

2.8 Back-ups

- 2.8.1** Customer will be responsible for making Back-ups on time to the extent possible. Upon Customer's request, Déhora will inform Customer of the procedures and security measures necessary regarding securing data and the realization of Back-ups.

- 2.8.2** If it is not possible for Customer to make Back-ups (and it is possible for Déhora to make Back-ups) or if it is agreed upon that Déhora will provide partially or entirely for the provision of Back-ups, Déhora will make the Back-ups. Under no circumstance shall Déhora be liable for these Back-ups for so far as but not limited to the complete or partial loss of these Back-ups and/or errors in the Back-ups.

2.9 Activities

- 2.9.1** Any activities, Maintenance, Support and other services will take place without interruption on Business Days and under normal working conditions.

- 2.9.2** For every continuous period within which Déhora performs activities for less than 3 (three) hours at a location other than Déhora's place of business, Déhora will be entitled to charge Customer for a minimum of 3 (three) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.

- 2.9.3** Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Business Days. The applicable rate will be increased with 100% for overtime on Sundays and public holidays.

- 2.9.4** Déhora is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

3. SAAS-SERVICE

3.1 SaaS-service General

- 3.1.1** The SaaS-service will only take place at a location approved by Déhora and on the equipment approved by Déhora.

- 3.1.2** Déhora may, at its sole discretion, provide Customer with the possibility to make enhancements, additions and/or changes in the SaaS-service. If this possibility is offered by Déhora, Customer will be responsible and liable for all enhancements, additions and/or other changes made and consequences that may flow forth therefrom.

- 3.1.3** With regard to the access and use of the SaaS-service, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by Déhora of which Customer has been

notified directly or indirectly. Customer is required to maintain compliance with the conditions set out in this clause. If equipment and/or software do not comply with this clause, the obligations of Déhora to provide access to the SaaS-service and the use of such may be postponed by Déhora.

- 3.1.4** Customer will enable Déhora to verify if the standards and/or requirements as set out in clause 3.1.3 are met.

- 3.1.5** Customer is required to follow instructions given by Déhora regarding the SaaS-service.

- 3.1.6** Déhora is entitled to view log files and the like for purposes of analyzing the use of the SaaS-service. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of Déhora). This does not apply to figures and data with regard to the use of the SaaS-service, which are not directly traceable to Customer's use.

- 3.1.7** In the event Customer signals a malfunction, Customer must immediately report such to Déhora. After Customer has notified Déhora of the malfunction, Déhora will take the necessary steps, which will or could lead to a solution.

- 3.1.8** The costs for resolving the malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's act or failure to act in accordance with the agreement.

- 3.1.9** Déhora will inform Customer prior to the commencement of intended Maintenance with regard to the SaaS-service, if Maintenance will lead to problems with regard to gaining access to the SaaS-service or the non-availability of the SaaS-service. In this case Maintenance will take place from 00.00 until 06.00 hours (CET). Other Maintenance will take place during Business Days.

3.2 Responsibilities Déhora SaaS-service

- 3.2.1** Déhora shall ensure the provision of the SaaS-service. Déhora will on a best effort basis and where influential by Déhora strive for an availability of the SaaS-service of:

- a) 98% Monday through Friday between 06.00 and 24.00 hours (CET);
- b) 70% Monday through Friday between 24.00 and 06.00 hours (CET);
- c) 70% Saturday through Sunday between 00.00 and 24.00 hours (CET).

- 3.2.2** The percentages mentioned in clause 3.2.1 are measured over a calendar year. The time for Maintenance is not included.

- 3.2.3** Déhora does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access.

- 3.2.4** Déhora does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.

- 3.2.5** Déhora will strive to provide all useful and necessary measures to ensure adequate operability and continuity of the SaaS-service. Déhora makes use of the most recent and used virus protection programs in the market.

- 3.2.6** Déhora will strive, in accordance with the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs

used by Déhora and/or stored Process-data, in light of the provisions provided for under the agreement.

3.3 Use of Identification Codes

3.3.1 Déhora will make Identification Codes solely available to Customer for the use of Products. Customer will use these Identification Codes with care. Customer will notify Déhora in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

3.3.2 Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will Déhora be liable for the misuse and/or unauthorized use of Identification Codes.

3.3.3 If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, Déhora can provide Customer with instructions, which must be carried out.

3.3.4 If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.3.3, Customer will be immediately in default.

3.4 Data Traffic From Customer

3.4.1 Déhora does not control or have any insight in the data traffic from and/or to Customer. Déhora is merely a passive conduit. Déhora does not give any warranties with regard to content of data such as but not limited to reliability and completeness.

3.4.2 Customer is responsible for the content of data traffic originating from Customer.

3.4.3 Customer indemnifies and will keep Déhora free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.

3.4.4 Contrary to the terms of clause 0, Process-data will remain the (intellectual) property of Customer. Customer grants Déhora, without charge, a perpetual user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.

3.4.5 Process-data will initially, for the duration of the agreement, be preserved for a maximum period of 3 (three) years. After termination of the agreement Déhora will no longer be required to preserve Process-data.

3.4.6 Déhora will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. Déhora does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application. After transfer to another application Customer bears full responsibility for the Process-data and/or other data.

3.4.7 All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.

3.5 Requirements Customer SaaS-service

3.5.1 If, through use of the SaaS-service, privacy information and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify Déhora from all

liability, costs or damage as a result of claims from a third party in the event privacy information and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines.

3.5.2 Customer will immediately inform Déhora in writing regarding changes that are relevant for the proper execution of the SaaS-service.

3.5.3 Customer will follow the instructions given by Déhora regarding Fair Use. If Customer fails to follow the instructions given by Déhora, Déhora will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of the SaaS-service to Customer. Déhora will never be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by Déhora or by a third party on behalf of Déhora.

3.6 Privacy

3.6.1 Customer is held to obtain explicit permission for the acquired, collected, or processed (personal) data of the persons involved as required by Dutch law.

3.6.2 Customer is responsible for protecting (privacy) information, which is sent and/or processed by the equipment and/or programs of Déhora on behalf of Customer.

3.6.3 Customer will indemnify Déhora against any allegation as a result of a violation of any person's privacy.

3.6.4 Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of Déhora for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for Déhora. This information will not be provided to third parties unless Déhora is obligated to do so on the basis of a court order.

3.6.5 Contrary to the terms of clause 3.6.1, Déhora will be responsible for the protection of privacy related information of which its use is necessary by Déhora for the proper performance of its obligations under the agreement and will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of Déhora.

4. COURSES

4.1 Application

4.1.1 Participation in Courses must be applied for at least 2 (two) weeks prior to commencement of the Course. If the requested Course is fully booked, Customer shall be notified.

4.1.2 Immediately after receipt of an application Déhora will send a confirmation of receipt regarding the applied for Course. For applications which have been made verbally, the confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Business Days.

4.1.3 Courses are given against the current applicable rate. Déhora has the right to charge costs made such as rent for office space, Course materials, etc.

4.2 Cancellation

4.2.1 Déhora reserves the right to cancel a Course if the required number of applications is not met. If such cancellation takes place Customer will initially be notified at least 1 (one) week prior to commencement of the Course. Any Course fees paid will be reimbursed. Customer may also decide to participate in the Course against a higher fee. This will be arranged in consultation.

4.2.2 Cancellation by Customer can only be requested in writing (e-mail is also considered writing).

4.2.3 Cancellations made by Customer 4 (four) weeks prior to commencement of the Course are free of charge, after which 50% of the indebted Course fee will be charged. Déhora will be entitled to charge 100% of the indebted amount for cancellations made within 1 (one) week or after commencement of the Course.

4.2.4 If Customer after cancellation, enlists for the same Course within 6 (six) months, Customer is entitled to a discount up to 30% of the part of the paid sum for the cancelled course that was not reimbursed.

4.2.5 De kosten voor de gecertificeerde opleidingen (open inschrijving) zijn inclusief 1 (één) herexamen. Indien Opdrachtgever 1 (één) week of korter voor aanvang van een afspraak voor het herexamen, deze afspraak wenst te herzien of te annuleren, behoudt Déhora zich het recht om bij een tweede ingeplande afspraak de kosten voor het alsdan benodigde herexamen bij Opdrachtgever in rekening te brengen.

4.3 Execution

4.3.1 Déhora will strive with best efforts to provide the Course in accordance with the published schedule but will not be liable if the Course must be canceled due to special circumstances. In such an event Déhora will strive within reason to provide the Course or the remainder of the Course at a later time period. If this is not possible, previously paid Course fees will be reimbursed proportionally.

4.4 Certificates

4.4.1 Upon completion of a Course every participant will receive a certificate (of participation) unless otherwise communicated by Déhora.

4.4.2 Déhora is authorized to set requirements that must be met by participants in order to obtain a certificate (of participation), such as but not constrained to, adequate participation of the Course and successful completion of examinations and re-examinations.

4.5 Incompany Courses

4.5.1 Incompany Courses are Courses provided exclusively for Customer in which only Customer participates. Incompany Courses can be provided at either the location of Customer or Déhora.

4.5.2 Fees for Incompany Courses depend on the number of participants. If the number of participants is more or less than the number of participants indicated in the offer, Déhora has the right to increase or reduce the applicable fee.

4.5.3 In the event Incompany Courses are provided at Customer's location Customer must provide the necessary facilities and office space.

4.6 Refusal Participants

4.6.1 Déhora reserves the right to refuse participants to a Course:

- a) if payments due have not been fully paid yet and/or on time before commencement of the Course;
- b) due to competitive reasons or other reasonable grounds for Déhora.

5. THIRD PARTY PRODUCTS

5.1 Third Party Products

5.1.1 Déhora has the right to deliver Third Party Products or make use of Third Party Products in fulfilling its obligations flowing forth from the agreement. Déhora is not responsible for Third Party Products, unless agreed upon otherwise in writing.

5.1.2 If Déhora delivers Third Party Products to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions Déhora.

5.1.3 Déhora will deliver rights for Third Party Products under the same conditions as indicated in the Third Party General Conditions.

5.1.4 No Maintenance, Support or other services will be carried out by Déhora on Third Party Products, unless agreed upon otherwise in writing.

5.2 Third Party General Conditions

5.2.1 Third Party General Conditions that are declared applicable in these General Conditions Déhora shall, when available to Déhora, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by Déhora.

5.2.2 The General Conditions Déhora have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions Déhora and Third Party General Conditions, Déhora has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

6. DELIVERY

6.1 (Delivery) Dates

6.1.1 All (delivery) dates which may be named by and may be applicable to Déhora are determined to the best of Déhora's knowledge on the basis of information made known to Déhora and will be taken into consideration as much as possible.

6.1.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Déhora shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then Déhora and Customer will consult with each other to agree on a substitute (delivery) date.

6.1.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by Déhora. Déhora does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

- 6.2 Delivery**
- 6.2.1** Déhora shall deliver the Products to Customer in accordance with the specifications established in writing by Déhora and, if desired by Customer, install them.
- 6.2.2** The Products shall be considered by both parties as accepted:
- upon delivery if there is no acceptance period applicable, or
 - if an acceptance period is applicable, on the first day following the acceptance period, or if Customer uses the Products in any manner for productive or operational purposes before the moment of acceptance.
- 6.3 Evaluation period**
- 6.3.1** Déhora may, at Déhora's sole discretion, grant Customer an evaluation period for the Products. An evaluation period is only applicable, if such is confirmed by Déhora in writing.
- 6.3.2** The length of the evaluation period will be determined by Déhora.
- 6.3.3** During the evaluation period Déhora will have no obligations and/or responsibilities. Use of the Products during the evaluation period is at the sole risk and expense of Customer.
- 6.3.4** In the event Customer does not want to acquire the Products, Customer must see to it that all Products are in the possession of Déhora within 7 (seven) days after the end of the evaluation period. Customer bears the costs and the risk for (a timely) return of the Products to Déhora.
- 6.3.5** Customer agrees that in case of any breach of clause 6.3.4, Déhora has the right, without further notification being required, to charge Customer the license fees and/or other fees then applicable if the Product were to be acquired after completion of the evaluation period, undiminished the right of Déhora to claim full compensation for damages incurred.
- 6.3.6** Data generated by Customer during the evaluation period will remain the property of Customer. It is Customer's sole responsibility to Back-up and/or transfer data to an alternative system prior to discontinuing use of the Products. Déhora does not have any obligations with regard to the aforementioned data during the evaluation period or thereafter.
- 6.4 Replacement Performance**
- 6.4.1** Déhora is permitted to deliver alternative Products than those Products ordered by Customer if the performance and operation of such alternative Products is essentially no different from the Products ordered.
- 6.4.2** If the agreement is concluded with the objective of having activities carried out by a particular individual, Déhora will be entitled to replace this person with another person with the same qualifications.
- 6.5 Warranty**
- 6.5.1** Customer is solely entitled to Error repair for Products if the option of acquiring Maintenance has been offered by Déhora cf. clause 2.2 and the offer was accepted by Customer.
- 6.5.2** Déhora does not warrant that the Products shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer during or after the Warranty period.
- 6.5.3** The Warranty provided on Third Party Products is limited to the Third Party General Conditions as maintained by the supplier of Third Party Products as described in clause 5.
- 6.6 Complaints/Suggestions**
- 6.6.1** Customer is allowed to address complaints and/or suggestions to Déhora at any time. All complaints and/or suggestions are required to be done in writing (e-mail included) and addressed to Déhora.
- 6.6.2** Déhora strives to process complaints on a timely and correct manner, during which Déhora attempts to find a acceptable solution.
- 6.6.3** Complaints and/or suggestions concerning Errors are dealt with according to the procedures of the Warrantee and/or separate contracts that have been agreed upon by both parties.
- 7. PRICES/PAYMENTS**
- 7.1 Prices and Payments**
- 7.1.1** All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 7.1.2** Déhora will invoice the amount, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation nor deduction.
- 7.1.3** Déhora will inform Customer on the payment procedures and different payment options, payment schedules, stipulate specific details and inform about changes in such. Regardless of the conditions, Déhora is entitled at any time to require Customer to pay through direct debit on set periods. Customer is not allowed to refuse such a request.
- 7.1.4** Compensation for Maintenance, Support consultancy, training & development and research services are due as an Advance at the moment of realization of the agreement between the parties and shall be billed to Customer prior to each year or other period that the agreement between parties continues.
- 7.1.5** As to secondment Déhora will provide an invoice, itemized to individual employees, upon request of Customer.
- 7.1.6** As to recruitment & selection Déhora will invoice Customer, at once or in phases, by Fixed Price.
- 7.1.7** Customer is solely entitled to reclamation, when Customer immediately and appropriately notifies Déhora in writing within 30 days following the invoice date used by Déhora. If Customer chooses not to use the before mentioned option of reclamation or refusal of the invoice, Customer acknowledges and accepts the invoice and the Products delivered by Déhora.
- 7.1.8** Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. Déhora reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500 (five

hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate on all outstanding debts starting from the date of failure to pay. The indebted amount in clause 7.1.1 may be increased with order costs, postage costs and costs of third parties.

7.1.9 Until full payment has been made, Déhora has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

7.1.10 Payment of periodic fees and any other annual or periodic amounts are due as an Advance at the moment of realization of the agreement between the parties and shall be billed to Customer, appropriately itemized, prior to each year or other period that the agreement between parties continues.

7.2 Price Changes

7.2.1 The prices agreed to between Déhora and Customer are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. Déhora is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes.

7.2.2 Déhora will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

7.3 Fixed Price

7.3.1 In the case of a Fixed Price agreement, activities will be performed on the basis of a prior agreed upon price.

7.3.2 Unless Déhora can appeal to clause 1.6.4 extra hours will not be charged.

7.4 Subsequent Calculation

7.4.1 When charges are to be based on Subsequent Calculation, this means that prior to Déhora commencing the agreed upon activities a global estimate can be made of the expected costs. On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. Customer is, then, aware that there is a possibility that the previously made estimate could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

7.5 Advance

7.5.1 Déhora has the right to charge payments in Advance. If full payment of the Advance is not made, Déhora has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Rights of Déhora and Customer

8.1.1 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Déhora, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with Déhora.

8.1.2 Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to Déhora.

8.1.3 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products, or to have such changes made by third parties.

8.1.4 The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Customer by means of a written deed, if Déhora has these rights.

8.1.5 In the event that Déhora, Customer or a third party makes functional improvements or other adjustments in the Products the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product will remain unchanged with Déhora or the rightful third party. If the above mentioned rights do not belong to Déhora or the rightful third party, Customer will cooperate in transferring the above mentioned rights to Déhora or the rightful third party.

8.1.6 All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with Déhora. Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties will comply to the foregoing obligation.

8.2 Indemnification

8.2.1 Déhora shall protect Customer from any allegation to the effect that the Déhora Products violate a copyright valid in The Netherlands. Déhora shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

- a) notifies Déhora immediately, but no later than within 10 (ten) days after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) gives the case completely over to Déhora, including all negotiations and arrangements that might lead to a settlement.

In case of any such allegation or possible allegation, Déhora reserves the right to obtain a license or sub-license on the Déhora Product in question or to change or replace the Déhora Product in such a way that the Déhora Product will no longer infringe a copyright valid

in The Netherlands. If, at Déhora's sole discretion, the foregoing remedies are not a reasonable option, Déhora has the right to take the delivered Déhora Product back against reimbursement of payments made for the Déhora Product in question, minus a reasonable compensation for having made use of the Déhora Product.

8.2.2 Déhora shall not indemnify Customer against an action in the event that:

- a) such is based on the fact that the Third Party Products provided to Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
- b) what has been provided by Customer is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere;
- c) Customer has made a change in or to the Product.

8.2.3 If Déhora and Customer agree that the intellectual property rights, industrial property rights or any other rights of a Déhora Product, or a part thereof, will be transferred to Customer, Customer will indemnify Déhora against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.