

GENERAL TERMS AND CONDITIONS

D5-IQ B.V., registered in the Trade Register of the Chambers of Commerce under number 74537350, with principal place of business at Daalwijkdreef47, 1103 AD Amsterdam (NL) (hereinafter: **D5-IQ**).

Article 1. Applicability of general terms and conditions

- 1.1. These general terms and conditions apply to all quotations, offers, agreements and/or other legal relationships in which D5-IQ, with respect to a Service, supplies products and/or services of any nature and under any name whatsoever to the Customer.
- 1.2. Deviations from and additions to these general terms and conditions shall only be valid if explicitly agreed in writing between D5-IQ and the Customer.
- 1.3. Unless expressly agreed otherwise, the applicability of the Customer's purchase or other terms and conditions is excluded.
- 1.4. If any provision of these general terms and conditions is invalid or nullified, the remaining provisions of the general terms and conditions shall remain in full force. In that case, D5-IQ and the Customer shall hold consultations with the aim of agreeing on new provisions to replace the null and void or annulled provisions.
- 1.5. In the event of any contradiction between the provisions of these general terms and conditions and an agreement between D5-IQ and the Customer, the provisions of the agreement shall prevail, unless otherwise stipulated.

Article 2. Definitions

- 2.1. The capitalised terms in these general terms and conditions shall have the meaning assigned to them in this article:
 - Customer:** a natural or legal person that enters into an agreement with D5-IQ.
 - Service:** the provision of the use of the Software and the support;
 - Documentation:** the user manual(s) for the Software prepared or provided by D5-IQ;
 - End Users:** authorised employees or authorised suppliers of the Customer who, under the responsibility of the Customer, are allowed to use the Service;
 - Error:** a demonstrable and reproducible defect in the Software that results in the functionality of the Software deviating substantially from the description thereof in the Documentation;
 - Notice of default:** a written demand giving a party a reasonable period of time of at least ten working days in which to still fulfil its obligations under the agreement;
 - Server(s):** one or more (virtual) computer(s) managed on behalf of the Customer on which the Software is hosted and/or data is stored;
 - Software:** the application(s) purchased by the Customer.
- 2.2. All of the above used words and terms in the singular shall have the same meaning as in the plural and vice versa.

Article 3. Offers and quotations

- 3.1. All offers and quotations shall be without obligation, unless expressly agreed otherwise in writing. The Customer guarantees the accuracy and completeness of the data provided to D5-IQ by it or on its behalf, on which D5-IQ bases its offer.
- 3.2. D5-IQ is under no obligation to provide the Customer with the means to trace or correct input errors by the Customer. Between the parties, the content of the Customer's order, registration or assignment as received by D5-IQ shall be deemed to be correct. Input errors and other errors made when issuing the order, registration or assignment shall be at the expense and risk of the Customer. In this case, D5-IQ shall have the right to adjust the prices accordingly.

Article 4. Price and payment

- 4.1. All prices are exclusive of sales tax (VAT) and other levies that are or will be imposed by the government. All prices stated by D5-IQ shall always be in euros and the Customer must make all payments in euros, unless otherwise agreed.
- 4.2. The Customer shall pay the agreed rates for the Service. The term of payment of the invoices is thirty (30) days, unless otherwise agreed. The Customer agrees to electronic invoicing by D5-IQ.
- 4.3. D5-IQ may require payment of prices and rates by direct debit. The Customer shall authorise D5-IQ to do so. If the direct debit is not successful, the Customer shall be informed and D5-IQ shall have the right to charge administrative costs to the Customer.
- 4.4. All prices on the website, brochures, price list(s) and/or other means of communication of D5-IQ are subject to programming and typing errors. No liability is accepted for the consequences of such errors.
- 4.5. If, according to the agreement entered into between the parties, the Customer consists of several natural persons and/or legal entities, each of these persons/legal entities shall be jointly and severally liable to D5-IQ for the performance of the agreement.
- 4.6. If the Customer has a periodic payment obligation, D5-IQ shall be entitled to increase the prices annually. D5-IQ shall afford the Customer the opportunity to take note of any price increases thirty (30) days before the end of the contract period (whether or not extended). If the Customer does not agree with the price increases in writing, the Customer shall only be entitled to dissolve the agreement if the price increases in total amount to more than 4% of the prices agreed up to that moment, excluding VAT. In the event of dissolution, the Customer shall not be entitled to compensation.
- 4.7. Price increases by D5-IQ's supplier fall outside the provisions of paragraph 6 of this article and therefore shall not entitle the Customer to dissolve the agreement. Furthermore, the Customer shall not be entitled to dissolve the agreement if the increase in prices and rates is the result of a competence under the law.
- 4.8. During the term of the agreement (cost) price increasing circumstances may occur for D5-IQ as a result of currency fluctuations. In derogation from the provisions of paragraph 6 of this article, D5-IQ shall be

entitled to increase the agreed prices and rates accordingly and to charge the Customer in the event that such a (cost) price increase occurs, provided that the difference between the intended price increase and the prices and rates agreed up to that point amounts to a total of more than 2.5% excluding VAT. This price increase shall take effect thirty (30) days after the Customer has been notified of such an increase.

- 4.9. In the event of late payment, D5-IQ shall have the right:
- to charge the statutory interest on the full amount due from the date on which payment should have been made until the date on which the amount due has been received by D5-IQ without any notice of default being required;
 - to transfer the claim to a third party for collection after notice of default. The Customer shall reimburse all costs incurred by D5-IQ and this third party to collect the amount due, including costs of legal assistance, legal costs and extrajudicial costs, the last-mentioned with a minimum of fifteen (15) percent of the outstanding sum, except insofar as this (in view of the amount of the outstanding sum) would be considered unacceptable according to standards of reasonableness and fairness. A notice of default may be sent electronically if the Customer has opted for electronic payment or if payment has taken place after receipt of an invoice sent electronically; and
 - without notice of default or judicial intervention to suspend the Service until full payment of the amount due has been received or to terminate the agreement or any part thereof that has not yet been performed, without being entitled to compensation for any damage for the Customer that may arise as a result.
- 4.10. If D5-IQ has reasonable doubt about the fulfilment of the Customer's payment obligations, D5-IQ shall have the right to demand a bank guarantee or surety, or to demand a deposit. The amount shall not exceed the amount that the Customer will reasonably owe for a period of six (6) months.

Article 5. Duration and termination of the agreement

- 5.1. If and insofar as the agreement entered into between the parties is a continuing performance agreement, the agreement shall be entered into for the duration agreed between the parties, in the absence of which the duration of one (1) year shall apply. The commencement date of the Service that is a continuing performance agreement is the date on which the Service is provided by D5-IQ. In the absence of a (specific) date on which the Service is to be provided, the commencement date shall be deemed to be the same as the date on which the agreement is signed.
- 5.2. The agreement shall be tacitly renewed for a period of one (1) year each time, unless D5-IQ or the Customer terminates it in a timely manner in writing (including by email), subject to a notice period of three (3) months.
- 5.3. The agreement may be terminated by dissolution. Dissolution must always be by means of a registered letter. Both parties shall only be entitled to dissolve the agreement if the other party fails imputably in the performance of its obligations under the agreement and the failing party fails to perform its obligations

under the agreement, even after written notice of default by the injured party setting a reasonable term for remedy of the failure, and in the event that it has been definitely established that the failing party can or will no longer perform its obligations under the agreement.

- 5.4. If, upon dissolution of the agreement, the Customer has already received any performance in the implementation of the agreement, such performance and the related payment obligations shall not be subject to cancellation, unless the Customer proves that D5-IQ is in default with respect to the essential part of these performances. Amounts D5-IQ has invoiced prior to the dissolution in connection with what it has already performed or delivered in the performance of the agreement shall remain payable in full, subject to the provisions of the previous sentence, and shall become immediately due and payable upon dissolution.
- 5.5. In addition to the stipulations elsewhere in the general terms and conditions, both parties shall be entitled to dissolve the agreement with immediate effect if one of the following circumstances occurs or is likely to occur:
- petition is filed for the bankruptcy of the other party;
 - the other party is declared bankrupt;
 - the other party is granted a suspension of payments (provisional or otherwise);
 - the other party's business is discontinued or transferred in whole or in part to a third party, if the third party does not provide sufficient guarantees of continuity of service;
 - the business of the other party is liquidated;
 - the other party ceases its business or a substantial part of the assets of the other party is seized, or if the other party otherwise can no longer be considered capable of meeting the obligations under the agreement.
- 5.6. The operation of Section 408, Book 7 of the Dutch Civil Code is excluded. Under no circumstances shall the Customer be entitled to prematurely terminate an agreement for services that has been entered into for a definite period of time.
- 5.7. D5-IQ shall be entitled to dissolve the agreement, if:
- it appears that the Customer has withheld essential information; or
 - D5-IQ has a well-founded fear that the Customer will not perform its obligations towards D5-IQ. D5-IQ shall not owe any (compensation) for this, unless otherwise stipulated by law. The Customer shall remain liable for the costs incurred and the hours spent up to that point. D5-IQ shall have the right, instead of dissolving the agreement, to continue the agreement and to invoice the extra work.
- 5.8. Obligations which, by their nature, are intended to continue after termination and/or dissolution of the agreement, shall remain in force after termination.

Article 6. Delivery

- 6.1. Unless otherwise agreed, D5-IQ shall make every effort to provide the Service as soon as possible after conclusion of the agreement.
- 6.2. If in any case one of the following situations occurs, it shall be deemed that the Service has been delivered or

is in the process of being delivered:

- a. by the use of the Service by the Customer;
 - b. by an announcement from D5-IQ to the Customer that the Service is available;
 - c. by a written confirmation of delivery of the Service by D5-IQ.
- 6.3. Any delivery dates given by D5-IQ shall be indicative, unless it is explicitly stated in writing that this is a latest delivery date. These shall never be deadlines. D5-IQ shall not be in default, even in the case of an agreed latest date, until it has been given written notice of default by the Customer.
- 6.4. Exceeding the agreed delivery times, irrespective of the cause, shall not entitle the Customer to compensation, unless otherwise agreed in writing.
- 6.5. The Customer must evaluate and approve or reject the results or a phase of a custom Service within seven (7) days after delivery. If the Customer does not reject the results (in whole or in part) on the basis of agreed functional or technical specifications within this period, these shall be deemed to have been approved. Rejection must be motivated.
- 6.6. If the Customer rejects a result, as described in the previous paragraph of this article, in whole or in part, D5-IQ shall make every effort to remove the reason for rejection as soon as possible. This can be done by revising the result or by providing grounds as to why the reason does not apply. If the aforementioned has been completed by D5-IQ, the result or the (custom) Service between the parties shall be deemed to have been accepted.

Article 7. Confidentiality

- 7.1. If and insofar as confidential information of one party is brought to the knowledge of the other party in the performance of the agreement, this receiving party shall only use this information for the performance of the agreement and restrict access to that information to persons who need to take cognisance thereof for that purpose. This shall not apply to D5-IQ if and insofar as disclosure of the relevant information to a third party is necessary as a result of a court ruling, a statutory provision or for the proper performance of the agreement by D5-IQ. Information shall in any case be considered confidential if it has been designated as such by D5-IQ or the Customer. Parties shall always treat personal data as confidential.
- 7.2. Confidential information shall not include information that was already in the public domain at the time it became known or subsequently became known, or information that the receiving party has also received from a third party without a confidentiality obligation being imposed or that third party being obliged to do so. D5-IQ's confidential information includes all information that is not in the public domain with respect to the characteristics, functionality and performance of the Service. Confidential information of the Customer includes all information that D5-IQ has received from the Customer to perform the Service.
- 7.3. D5-IQ will not examine the data the Customer stores and/or distributes via the systems of D5-IQ, unless necessary for proper performance of the agreement or D5-IQ is required to do so under a statutory provision or court order. In that case D5-IQ shall endeavour to

minimise cognisance of data, to the extent this is within its power.

Article 8. Data processing

- 8.1. If required for the performance of the agreement, the Customer shall immediately inform D5-IQ in writing, upon request, of the manner in which the Customer performs its obligations under legislation pertaining to the protection of personal data.
- 8.2. If use of the Service involves processing of personal data within the meaning of the General Data Protection Regulation, the Customer shall be entirely responsible for these data. D5-IQ shall be regarded as the processor and the Customer as the controller. The rights and obligations of the parties are determined in a separate data processor agreement.
- 8.3. The Customer and End Users determine which information will be stored and/or exchanged through the Service. D5-IQ has no knowledge of this information. The Customer guarantees D5-IQ that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The Customer indemnifies D5-IQ against any legal claim by third parties, on any account whatsoever, in connection with this data or the performance of the agreement.
- 8.4. The Customer indemnifies D5-IQ against claims by persons whose personal data have been registered or are processed within the scope of a processing operation held by the Customer or for which the Customer is responsible, unless the Customer proves that the facts underlying the claim should be attributed exclusively to D5-IQ.

Article 9. Security

- 9.1. If D5-IQ is bound by the agreement to provide a type of information security, such security shall comply with the security specifications agreed in writing between the parties. D5-IQ does not guarantee that the information security is effective under all conditions. If a specifically described form of security is absent from the agreement, the security shall meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with taking security measures.
- 9.2. The Customer must keep the access or identification codes provided by D5-IQ to the Customer confidential and they may only be disclosed to authorised personnel from the Customer's own organisation or authorised suppliers. Without the permission of D5-IQ, the Customer shall be prohibited from transferring the access or identification codes provided by D5-IQ to third parties. D5-IQ shall be entitled to change assigned access or identification codes and certificates.
- 9.3. D5-IQ shall not be liable for any misuse of access or identification codes and may assume that a user who uses the access and identification codes of an End User is actually the End User. As soon as the Customer becomes aware or has reason to suspect that access or identification codes have come into the hands of unauthorised persons, the Customer shall immediately inform D5-IQ thereof in writing and by telephone, without prejudice to the Customer's obligation to take

- effective measures immediately.
- 9.4. The Customer is responsible for obtaining and maintaining the equipment and subordinate services necessary for accessing, connecting to and using the Service. The Customer is also responsible for maintaining the security of the equipment.
- 9.5. Under no circumstances shall D5-IQ be liable for improper use of the Service by the Customer or an End User. If a certain action by the Customer or its End Users puts the operation of the Software at risk, D5-IQ shall be entitled, following a first written warning with a written reminder, to deny an End User access to the Software for a certain period of time or to make it permanently inaccessible or impossible.

Article 10. Intellectual Property Rights

- 10.1. The Intellectual Property Rights to the Service developed on the basis of the agreement or made available to the Customer shall remain with D5-IQ or with the third party D5-IQ has obtained the right from to make (a part of) this Software available to the Customer.
- 10.2. The (intellectual) property rights on data entered by the Customer shall be vested in the Customer or the rightholder(s) of said data, including the data that is based on or derived from the data of the Customer and that has been delivered to the Customer for the performance of the Service. D5-IQ has a limited right to use this data to perform the agreement and to enable the use of the Service, including for future aspects thereof. The Customer may revoke this right of use by removing the relevant information and/or by terminating the agreement.
- 10.3. Nothing in these terms and conditions implies a transfer of intellectual property rights. Transfer of an intellectual property right may only take place in writing and explicitly.
- 10.4. The Customer only acquires the rights of use and powers that arise from the purport of Article 11 of these terms and conditions, that arise from the agreement or that are granted in writing, and the Customer shall not reproduce or publish the works.
- 10.5. D5-IQ is permitted to take technical measures to protect the works. If D5-IQ has secured the works by means of technical protection, the Customer shall not be permitted to remove or evade such protection.
- 10.6. If, in the opinion of D5-IQ, it is plausible that it is established that the Software made available by D5-IQ under the Agreement infringes on any right of a third party, D5-IQ shall be entitled, at its discretion, (I) to ensure that the Customer can continue to use the Software made available, or (II) to discontinue the provision of the relevant Service in return for payment of a reasonable fee for the use thereof and, if applicable, to reimburse any excess, or (III) to provide equivalent Software, in accordance with D5-IQ's reasonable opinion. Any further liability, obligation to further fulfilment or obligation to pay compensation is hereby excluded. The Customer shall promptly notify D5-IQ of the existence of the content of any such claims. The Customer undertakes to provide D5-IQ with all information and cooperation reasonably required for this purpose. If and insofar as the alleged infringement is caused by changes in the Service

- provided by the Customer or by a third party on behalf of the Customer, by the use of Software in combination with Software not supplied by D5-IQ or as a result of use in a manner other than that for which the Service supplied were developed or intended, D5-IQ shall hold the Customer liable in this respect.
- 10.7. The Customer warrants that, if and insofar as it makes materials or data available to D5-IQ within the scope of the agreement, it shall be entitled to do so and that these materials and data do not infringe on the rights of third parties. The Customer indemnifies D5-IQ against any claim from a third party based on the allegation that such provision, use, maintenance, adaptation, installation or integration infringes any right of that third party.
- 10.8. The Customer may not remove or alter copyright markings, trademarks or other indications of the owner of intellectual property rights from or in the Software provided. The same applies to statements to the effect that certain information is confidential in nature.

Article 11. Right of Use

- 11.1. Use of the Service shall include the non-exclusive, non-transferable right to normal use of the Software, without any right to provide a copy of the Software in any form.
- 11.2. The right of use of the Software is not transferable to third parties (third parties shall also include parent companies, sister companies and/or subsidiaries of the Customer). The Customer is not permitted to use the Service for more than one (1) company, or to have several customers work in one (1) environment.
- 11.3. The right of use is limited to the exclusive use of the Software for personal use. The Customer may not use the Software for commercial purposes including: distribution, sale, rental, lease, displaying, offering against payment or free of charge or any other form of trade.
- 11.4. The right of use commences after payment has been made by the Customer and the other obligations incumbent on the Customer have been fulfilled.
- 11.5. The right of use is limited to access to and use of the Software. No rights to the source code itself shall be granted.
- 11.6. If and only to the extent expressly agreed in writing, D5-IQ may, at the Customer's expense, deposit the source code of the Software in escrow with an escrow service provider to be recommended by D5-IQ for the benefit of the Customer's continuity of service.
- 11.7. D5-IQ is responsible for making the Software available as Software as a Service and for hosting the data.
- 11.8. The Software is made available "As Is".
- 11.9. The Customer is prohibited from copying, duplicating or modifying the Software (or a part thereof) in any way whatsoever and/or through third parties, without having received prior written permission from D5-IQ. The Customer is prohibited from adding functionalities to the Software.
- 11.10. Reverse engineering, decompilation or any other way of adapting the provided Software to a human readable form by the Customer is prohibited, unless explicitly permitted by mandatory law or the agreement. Furthermore, it is not permitted to remove or circumvent protections or technical (user) restrictions of

the Software.

- 11.11. The Customer may not create the impression that the Customer is a partner of D5-IQ for any use of the Service, unless D5-IQ has given its express written consent.

Article 12. Obligations of the parties

- 12.1. To enable D5-IQ to perform the agreement properly, the Customer shall always provide D5-IQ with all data or information reasonably required by D5-IQ in a timely manner. D5-IQ is obliged to perform the agreement to the best of its knowledge and ability. With respect to the Service to be provided, D5-IQ only has an obligation to perform to the best of its ability and no obligation to achieve a result.
- 12.2. If D5-IQ in the performance of the agreement and/or the Service is confronted with facts or circumstances that may adversely affect the progress of its work and/or results, D5-IQ shall inform the other party thereof as soon as possible.
- 12.3. The Customer shall provide D5-IQ in a timely manner with all information and all cooperation D5-IQ needs or that the Customer should understand is necessary for the correct performance of the agreement.
- 12.4. If the information necessary for the performance of the agreement or the Service is not or not timely provided or not provided in accordance with the arrangements to D5-IQ or if the other party fails to fulfil its obligations in any other way, D5-IQ shall have the right to suspend the performance of the agreement or the Service and D5-IQ shall have the right to charge resulting costs in accordance with its usual rates.
- 12.5. The Customer shall be entirely and exclusively responsible for the use of the Service and the manner in which the results of the Service are used. The Customer shall be responsible for the instruction to, and use by, End Users. The Customer guarantees that the End Users have the necessary knowledge and experience for the use of the Service.
- 12.6. D5-IQ shall inform the Customer as soon as possible, if circumstances arise which result in a change in the assignment and/or the expected commitment and time. D5-IQ shall have the right to send additional invoices (on the basis of actual costs) if such circumstances occur. D5-IQ shall report this to the Customer before proceeding with the performance. The Customer shall be deemed to have agreed with the performance of additional work and the associated costs when the Customer has allowed the performance of the additional work without first indicating in writing within a reasonable period of time that it does not wish the additional work to be carried out.
- 12.7. If the Customer requests D5-IQ to carry out additional work or other performances, this work or other performances shall be reimbursed by the Customer on the basis of actual costs. D5-IQ is not obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.
- 12.8. The customer accepts that additional work may affect the time of completion of the services. Additional work can never lead to dissolution of the agreement. Insofar as a fixed price has been agreed for the services, D5-IQ shall, upon request, inform the Customer in writing

about the financial consequences of the extra work or services referred to in this article.

Article 13. Conditions for Service

- 13.1. D5-IQ shall provide the Customer with the Service during the term of the agreement. Upon commencement and on request, D5-IQ shall provide account details for the purpose of using the Service.
- 13.2. The Customer is allowed to create End Users. The Customer shall owe a fee to D5-IQ in this respect. The Customer may grant certain authorisations to these End Users. The Customer may allow End Users to use the Service for its organisation's internal purposes.
- 13.3. Unless explicitly agreed otherwise, D5-IQ shall not be obliged to perform additional work such as data conversion and/or migration. If the parties have agreed on (other) additional work, this shall be subject to what the parties have explicitly agreed in writing.
- 13.4. The Customer determines which information will be stored and/or exchanged through the Service. D5-IQ has no knowledge of this information. Therefore, the Customer shall be responsible for ensuring that this information is lawful and does not infringe on the rights of third parties. D5-IQ accepts no liability whatsoever for the information stored and/or exchanged through the Service and for the accuracy of this information. The Customer indemnifies D5-IQ against claims by third parties based on the statement that the information stored and/or exchanged by the Customer through the Service is unlawful.

Article 14. Warranty and maintenance

- 14.1. D5-IQ shall make every effort to keep the Service available to the Customer without interruption. Availability means that the Service is actually offered on the Server. Availability is explicitly not understood to mean the existence of a working point-to-point connection between the Customer's systems and the Server. After all, D5-IQ cannot exert any influence on the Customer's systems or on the internet infrastructure in between.
- 14.2. D5-IQ does not guarantee that the Software to be kept available within the scope of the agreement is flawless, or will otherwise function smoothly.
- 14.3. D5-IQ shall make every effort to repair Errors in the Software within a reasonable period of time if and insofar as the Software has been developed by D5-IQ itself and the Customer has reported the relevant defects in detail in writing. The Customer can prove the Error and the relevant Error can be reproduced. The Customer shall provide D5-IQ with all reasonably necessary assistance in repairing the service.
- 14.4. In the event that the Error in question does not relate to the Service or the Software, but relates to (I) improper use, (II) user errors or (III) external causes, D5-IQ shall charge the Customer for the costs already incurred for the investigation (into the malfunction) and maintenance in accordance with the prices and rates applied by D5-IQ.
- 14.5. D5-IQ reserves the right to temporarily take the Service out of operation for the purpose of maintenance, modification or improvement of the computer systems of D5-IQ. To the extent possible, D5-IQ shall undertake efforts to effect any such taking out of operation

outside office hours and shall inform the Customer of the planned taking out of operation in good time. D5-IQ shall never be obliged to pay the Customer any compensation on account of taking the Service out of operation.

- 14.6. D5-IQ reserves the right to modify the Software from time to time, without prior permission, to improve functionality, to repair Errors and to address security risks. D5-IQ shall make every effort to resolve any Errors in the Software, but cannot guarantee that all Errors will be remedied. If an adjustment leads to a change in the functionality, D5-IQ shall inform the Customer thereof prior to the adjustment. Because the Service is provided to several customers, it is not possible to abandon a certain modification for the Customer alone.
- 14.7. Paragraph 5 of this article shall not apply to Software purchased by D5-IQ from third parties, subject to the provisions in the first sentence of paragraph 5 of this article. In respect of the use and maintenance of that Software, D5-IQ may never be held liable for more or different from what applies in the relationship between D5-IQ and its relevant supplier.

Article 15. Support

- 15.1. D5-IQ can provide telephone, chat and/or email support with respect to the use of the Service. All support shall take place exclusively via the contact person at the Customer's premises to be designated in advance. D5-IQ shall make every effort to answer the questions adequately. However, D5-IQ cannot guarantee the correctness and/or completeness of the answers.
- 15.2. D5-IQ's full support is specified in the agreement entered into between the parties and/or in the Service Level Agreement (SLA).

Article 16. Hosting and related services

- 16.1. The provisions of this article shall also apply if the agreement includes services relating to the storage and/or transmission or providing material to third parties, such as hosting of the software and email services developed by D5-IQ for the Customer, as well as the Software.
- 16.2. The Customer shall refrain from storing and/or distributing (or having distributed) material in violation of provisions of Dutch law, including in any case, but not limited to, material that:
- is libellous, defamatory, insulting, racist, discriminatory or hate speech;
 - is erotic or pornographic;
 - infringes the rights of third parties, including in any case but not limited to copyrights, trademark rights and portrait rights;
 - violates the privacy of third parties, including in any case, but not limited to, the unauthorised distribution of personal data of third parties or the repeated harassment of third parties with communication undesired by them;
 - contains hyperlinks, torrents or similar information of which the Customer knows or should know that it refers to material that infringes the rights of third parties;
 - contains unsolicited commercial, charitable or

idealistic communications; or

- g. contains malicious content such as viruses or spyware.
- 16.3. If D5-IQ is informed by a third party of any unlawful information on the Servers, D5-IQ shall have the right to remove the material or make it inaccessible. In that case, D5-IQ shall also be entitled to provide personal data of the Customer or End Users to a claimant or to the competent authorities. D5-IQ shall inform the Customer about the course of this procedure.
- 16.4. In the case of potentially criminal information, D5-IQ shall be entitled to report this. In doing so, D5-IQ may provide all relevant information about the Customer to the competent authorities and perform all other actions that these authorities request D5-IQ to perform within the scope of the investigation.
- 16.5. The Customer indemnifies D5-IQ against all legal claims relating to the data, information, website(s), etc. stored by the Customer or its End Users. In addition, D5-IQ shall not be liable for any damage whatsoever suffered by the Customer as a result of an intervention by D5-IQ within the scope of the report by a third party, even if the report proves to be unjustified and the information is not in conflict with Dutch law.
- 16.6. The Customer shall refrain from obstructing other customers or internet users and from causing damage to the Servers. The Customer is not allowed to start processes or programmes, whether or not via the Server, of which the Customer knows or can reasonably suspect that this hinders or damages D5-IQ, other customers or internet users. D5-IQ shall inform the Customer of any measures taken.
- 16.7. The agreement or price list may state how many End Users the Customer is allowed to authorise, so that they can make use of the Software.
- 16.8. Use of the Software by the Customer or by its End Users takes place entirely under the responsibility and risk of the Customer. The Customer shall take appropriate measures to detect and, if possible, prevent abuse. At the request of the Customer, D5-IQ shall provide assistance.
- 16.9. D5-IQ may set a maximum for the amount of storage space or data traffic per month the Customer may use as part of the Service. If this maximum is exceeded, D5-IQ shall be entitled to charge an additional amount in accordance with the amounts for extra storage space or data traffic stated in the agreement. Blocking of the Service is also permitted if the Customer, in the opinion of D5-IQ, uses a disproportionate amount of capacity of the Server(s). No liability is assumed for the consequences of not being able to send, receive, store or change data if the limit for storage space, capacity or data traffic has been reached.
- 16.10. The Customer hereby grants D5-IQ an unrestricted licence to distribute, store, transmit or copy any materials distributed by the Customer through D5-IQ's systems in any manner deemed appropriate by D5-IQ, but only to the extent reasonably necessary for D5-IQ's performance of the agreement.
- 16.11. The Customer shall be responsible for its End Users. Any damage caused by an End User shall be recovered from the Customer.
- 16.12. The Customer shall be responsible for hardware and software that runs at its own location or at a location

beyond the control of D5-IQ. D5-IQ does not give any guarantee in this respect.

- 16.13. In addition to the obligations under the law, damage caused by incompetence or failure of the Customer to act in accordance with the above points shall be at the expense of the Customer.
- 16.14. If in the opinion of D5-IQ the Customer poses a danger to the functioning of the Server(s) or the network of D5-IQ or third parties, in particular due to excessive retrieval or transmission of data, D5-IQ shall have the right to take all measures it reasonably deems necessary to avert or prevent this danger.

Article 17. Liability

- 17.1. If a party fails to fulfil any of its obligations under the agreement, the other party shall give the defaulting party proper notice of default in writing and as detailed as possible by means of which a reasonable period is afforded to remedy the failure, with the exception of the provisions of paragraph 4 of this article. The notice of default must contain the most complete and detailed description possible of the failure, allowing the party concerned to respond adequately.
- 17.2. D5-IQ's liability for damage suffered by the Customer, irrespective of the basis thereof, shall be limited to compensation for direct damage, with a maximum equal to the amount of the price stipulated in the agreement (excl. VAT). If the agreement has a term of more than one year, the fee stipulated for the agreement shall be set at the total of the fees (excluding VAT) stipulated for one year. Under no circumstances, however, shall the total compensation for direct damage exceed 50,000 euros (excluding VAT). Any right to compensation is conditional upon the Customer notifying D5-IQ in writing as soon as possible after the damage has occurred. Any claim for compensation against D5-IQ shall lapse by the mere expiry of twelve (12) months after the claim has arisen, unless the Customer has brought an action for compensation for the damage before the expiry of that period.
- 17.3. Direct damage is understood to mean exclusively:
- a. the costs incurred by the Customer to keep its old system(s) and related facilities operational for longer as a result of D5-IQ's failure to perform on a binding date, less any savings as a result of the delayed performance;
 - b. reasonable costs, incurred to determine the cause and the extent of the damage, insofar as ascertaining is related to direct damage within the meaning of this article;
 - c. reasonable costs incurred to prevent or limit the damage where the Customer demonstrates that these costs have resulted in limitation of direct damage within the meaning of this article.
- 17.4. The liability of D5-IQ for indirect or consequential damage is excluded. Examples include loss of profit, lost savings, loss of goodwill, malfunctioning of third party materials or software or business interruption, even if D5-IQ is aware (of the possibility) that damage can or will occur. D5-IQ shall never be required to repair mutilated or lost data.
- 17.5. With due observance of the provisions on intellectual property rights, the Customer indemnifies D5-IQ

against all claims by third parties, for whatever reason, in respect of compensation for damage, costs or interest in connection with the agreement.

- 17.6. The exclusions and limitations of liability of D5-IQ as described in paragraphs 2 to 5 of this article shall lapse if and to the extent that the damage in question is caused by intent or wilful recklessness on the part of D5-IQ or its employees.

Article 18. Force Majeure

- 18.1. A party shall not be bound to fulfil any obligation, if it is prevented to do so as a result of force majeure.
- 18.2. In these general terms and conditions, force majeure, in addition to the meaning in the law and case law, shall mean all external causes, foreseen or unforeseen, that D5-IQ cannot exercise (decisive) control over, as a result of which D5-IQ is unable to comply with its obligations. This includes strikes by third parties. Force majeure shall also be understood to mean a non-attributable shortcoming on the part of third parties or suppliers engaged, all this with the exception of obligations to payment of money. D5-IQ shall also be entitled to invoke force majeure if the circumstance preventing performance or further performance arises after D5-IQ should have performed its obligations.
- 18.3. If a party is affected by a situation of force majeure, the party concerned shall notify the other party as soon as possible. The parties shall try to find a reasonable solution by mutual consultation.
- 18.4. As soon as it becomes clear that the force majeure situation will last for longer than sixty (60) days, the other party shall have the right to terminate this agreement in writing without being liable for damages. In that case, any performances already carried out shall be settled proportionally.

Article 19. Transfer

- 19.1. D5-IQ shall be entitled to transfer rights and obligations under the agreement to third parties and shall inform the Customer thereof. If the transfer of obligations to a third party is reasonably unacceptable to the Customer, the Customer shall be entitled to terminate the agreement within 5 (five) days of receipt of the said notification.
- 19.2. The Customer shall only have the right to transfer the rights and obligations the Customer has based on the agreement to a third party after written permission from D5-IQ.

Article 20. Other provisions

- 20.1. D5-IQ may engage third parties in the performance of the agreement. The Customer shall have the right to object to this and/or to request additional information from D5-IQ.
- 20.2. All headings and inscriptions in these general terms and conditions are used for clarification purposes only and do not serve to explain or interpret the relevant provisions.
- 20.3. If a provision in these general terms and conditions stipulates that a notification must be made "in writing", this shall also have been complied with if the notification is made by email, provided it is sufficiently established that the message actually originated from the purported sender and that the integrity of the



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message has not been compromised.

- 20.4. The parties shall at all times inform each other immediately of any changes in name, postal address, email address, telephone number and bank account number.

Article 21. Amendments to the General Terms and Conditions

- 21.1. D5-IQ reserves the right to unilaterally amend and/or supplement these terms and conditions.
- 21.2. Amendments shall also apply in respect of existing agreements, with due observance of a period of thirty (30) days after publication of the amendment on the website, by electronic notification or in writing. Minor changes may be implemented at any time.
- 21.3. If the Customer does not wish to accept an amendment to these terms and conditions, it may terminate the agreement until the date on which the new terms and conditions come into force, unless D5-IQ has indicated that the old terms and conditions will remain in force for the Customer.

Article 22. Governing law and Dispute Resolution

- 22.1. Dutch law applies to these general terms and conditions.
- 22.2. All disputes that may arise as a result of these general terms and conditions or of further agreements that may result therefrom, shall be exclusively adjudicated by the competent court in Alkmaar.