General Terms and Conditions

TOPdesk General Terms and Conditions

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At TOPdesk, we believe in building a solid relationship with our customers. That is why we have tried to formulate clear, readable general terms and conditions. This way, you will know what to expect from us and we will know what to expect from you. Our terms and conditions are based on the General terms and conditions which are proposed by Nederland ICT. We are happy to answer any questions you might have about our general terms and conditions.

The Dutch version of this document prevails. This means that in the event of doubt, the Dutch text is binding.

General provisions

Article 1 General provisions and applicability

1.1 These general terms and conditions apply to all offers, tenders, legal relationships, and contracts from or with TOPdesk where products and/or services are supplied. Any specific contracts made with you, that are recorded in a written and signed contract, will prevail over these general terms and conditions.
1.2 If a problem arises that is not explicitly described in these terms and conditions, we will work together with you to find an acceptable solution for both parties. The same will be done when a provision in these general terms and conditions proves to be invalid or void. Other provisions will remain in full force and effect.
1.3 Applicability of any other (purchase) condition(s) are explicitly rejected by TOPdesk. Deviations from and additions to these general terms and conditions are only valid when they have been agreed upon in writing between the parties.

Article 2 Offers

2.1 All offers and other statements from the supplier are non-committal, unless otherwise indicated in writing by the supplier. The customer guarantees that the information, provided by (or on behalf of) the customer on which the supplier based its offer, is accurate and complete.

Article 3 Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by the supplier are in euros (EUR) and the customer must make all payments in euros.

3.2 The customer may not derive any rights or expectations from a cost estimate or budget provided by the supplier, unless both parties have agreed otherwise in writing. A budget made known by the customer to the supplier shall only apply as an agreed upon (fixed) price for the supplier's activities when expressly agreed upon by both parties in writing.
3.3 If the customer, according to the contract concluded between parties, consists of multiple natural persons and/or legal entities, all of these natural persons and/or legal entities shall be jointly and severally responsible for the performance of the contract towards the supplier. Whether or not they are a party to the contract is leading in this matter.
3.4 With regard to the performance delivered by the supplier and the amount due by the customer, the details from the supplier's records will provide full proof, without prejudice to the right of the customer to produce evidence to the contrary.
3.5 If the customer has a periodical payment obligation, the customer, when signing this contract, explicitly agrees to any price changes if they (maximally) keep pace with the CBS consumer price index for Corporate Services. For price increases that exceed this index, the customer may terminate the contract within 30 days of notification by the date the change would take effect.
3.6 Any amounts due are paid by the customer according to the payment conditions as agreed upon and/or as written in the invoice. The customer is not entitled to deferred payment or to settlement of amounts due.
3.7 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe

statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, the supplier shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to the supplier's other legal and contractual rights.

Software as a Service

3.8 The Software as a Service (hereafter: SaaS) provided by the supplier shall commence within a reasonable term following the conclusion of the contract. The customer shall promptly ensure that it has the facilities required to use the SaaS following the conclusion of the contract.

3.9 The customer shall owe the payment specified in the contract for the SaaS. In the absence of an agreed payment schedule, all amounts that relate to the SaaS provided by the supplier shall be payable each calendar month in advance.

Usage fee

3.10 The fee for customers right of use must be paid on the agreed upon times or in the absence of an agreed upon payment plan:
- at delivery or at least three months after the conclusion of the contract.
- or, in case of periodically due usage fees, upon delivery of the software and then at the start of each new right of use period.

Development of software

3.11 In the absence of an agreed upon payment plan, all amounts related to the design and development of the program are due every calendar month in arrears.

3.12 The price for development work comprises the payment for right of use of the program during the term of the contract.

3.13 Compensation for software development does not include compensation for the for customer necessary software and program and data libraries, any installation services, and any customization and/or maintenance of the software. Nor does it include compensation for providing support to users.

Maintenance of software and Support

3.14 In the absence of an explicitly agreed upon payment schedule, all amounts relating to maintenance of software and the other services stipulated in the contract as per this chapter shall be due in advance for each calendar month.

3.15 Amounts in respect of the maintenance of the software and the other services stipulated in the contract as referred to in this chapter shall be due from the date of delivery. The fee for maintenance and other services is payable regardless of whether the customer has started using the software or makes use of the option of maintenance or support.

Advice and Consultancy

3.16 In absence of an explicitly agreed upon payment schedule, all amounts concerning services supplied by the supplier as referred to in this chapter are due every calendar month in arrears.

Education and training

3.17 The supplier may require the customer to pay the amount due for a training in advance. The supplier may exclude participants from the training if the customer has neglected to pay on time. This does not affect all other rights of the supplier.

3.18 Unless the supplier has explicitly indicated that the training is exempt from VAT within the meaning of article 11 of the Turnover Tax Act 1968, the customer needs to pay VAT for the amount due. After entering into the contract, the supplier is entitled to adjust its prices for any amendment to the VAT regime for education or trainings provided for by law.

Article 4 Term of the contract

4.1 If and insofar as the contract concluded between the parties is a continuing performance contract, the contract shall be entered into for the term agreed between the parties. A term of one year shall apply if no term has been agreed.

4.2 The term of the contract shall be tacitly extended, each time for the duration of the initially agreed upon period, unless the customer or the supplier terminates the contract in writing with observance of a notice period of one month before the end of the current term.

4.3 If and as soon as the contract is ended through termination, a possibility anticipated in article 12, or any other cause, all right of use on what the supplier has provided to the customer lapses. The customer must immediately

stop using and never again use the software and/or services provided. If parties have explicitly agreed upon a perpetual license, this paragraph shall not apply to that license.

Article 5 Confidentiality and transfer of personnel

5.1 The customer and the supplier must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality does not apply to the supplier if and insofar as the supplier is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by the supplier. The party receiving the confidential information may only use it for the purpose for which it was provided. Information shall, in any case, be deemed to be confidential if it has been qualified as such by one of the parties.
5.2 The customer acknowledges that software originating from the supplier is always confidential in nature and that this software contains trade secrets of the supplier and its suppliers or the producer of the software.
5.3 During the term of the contract and for one year following its termination, each of the parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the contract unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that the customer must pay reasonable compensation to the supplier. Permission will not be withheld on unreasonable grounds.

Article 6 Privacy and data processing

6.1 If necessary for the performance of the contract, the customer shall, on request, inform the supplier in writing about the way in which the customer performs its legal obligations regarding the protection of personal data.
6.2 If, in the context of the service, it is required to conclude a data processing agreement, the supplier has a standard agreement in which there are clear agreements regarding its role as a Processor and the role of you as a customer as Party Responsible within the meaning of the Personal Data Protection Act.

6.3 The customer indemnifies the supplier against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the customer or for which the customer is otherwise responsible by law, unless the customer proves that the facts on which a claim is based are attributable to the supplier.
6.4 The customer is fully responsible for the data that it processes in the context of using a service of the supplier. The customer guarantees vis-à-vis the supplier 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 the supplier against any claim of a third party instituted for whatever reason in connection with this data or to the performance of the contract.

Article 7 Security

7.1 The supplier does not guarantee that the information security is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the current state of the relevant technical standards, the sensitivity of the information and the costs associated with the security measures taken.
7.2 The access or identification codes and certificates provided by or because of the supplier to the customer are confidential and must be treated as such by the customer, and may only be made known to authorized personnel in the customer's own organization. The supplier is entitled to change the access or identification codes and certificates.
7.3 The customer must adequately secure its systems and infrastructure.

Article 8 Intellectual property

8.1 If the supplier is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken expressly and in writing. If the parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment or other materials specifically developed for the customer shall transfer to the customer, this shall be without prejudice to the supplier's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs,

algorithms, documentation, works, programming languages, protocols, standards and the like, on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to the supplier's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the customer.
8.2 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by the supplier, its licensors or its suppliers. The customer shall have the rights of use expressly granted under these general terms and conditions, the contract concluded in writing between the parties and by law. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sublicensed.
8.3 The customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
8.4 Even if not expressly provided for in the contract, the supplier may always take technical measures to protect equipment, data files, websites, software made available, software to which the customer is granted direct or indirect access, and the like in connection with an agreed upon limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.
8.5 The supplier indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the supplier itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs the supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the supplier. The customer shall provide the powers of

attorney and information required to the supplier and assist the supplier to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) materials made available to the supplier by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without the supplier's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the supplier itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the supplier, there is a good chance that such an infringement is occurring, the supplier shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the supplier due to infringement of a third party's intellectual property right is excluded.
8.6 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the supplier for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies the supplier against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
8.7 The supplier is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the customer.

Article 9 Obligations to cooperate

9.1 The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the parties.
9.2 If the customer deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required. If the supplier's employees perform work at the customer's location, the customer must provide, the facilities required, such as a workspace with computer and network facilities, on time and free of charge. The supplier shall not be liable for damage or costs due to transmission errors, malfunctions

or the non-availability of these facilities.

9.3 The workspace and facilities must meet all legal requirements. The customer indemnifies the supplier against claims of third parties, including the supplier's employees, who suffer injury in the context of performing the contract as a result of acts or omissions of the customer or unsafe situations in the customer's organisation. The customer shall make the company and security rules, currently applicable in its organization, known to employees deployed by the supplier prior to the start of the work.

9.4 If, in connection with the supplier's services and products, the customer makes software, equipment or other resources available to the supplier, the customer guarantees that all licences or approvals that the supplier may require in relation to these resources shall be obtained.

9.5 The customer is responsible for the management, including checking the settings, and use of the products supplied and/or services provided by the supplier, and the way in which the results of the products and services are used. The customer is also responsible for appropriately instructing users and for the use of the services and/or products made by users.

9.6 The customer shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Article 10 Obligations to provide information

10.1 To enable proper performance of the contract by the supplier, the customer shall always provide all information reasonably required by the supplier to the supplier in a timely manner.

10.2 The customer guarantees that the information, designs and specifications that it has provided to the supplier is or are accurate and complete. If the information, designs or specifications provided by the customer contain inaccuracies apparent to the supplier, the supplier shall contact the customer to make enquiries about the matter.

10.3 In connection with continuity, the customer shall designate a contact person or contact persons who shall act in that capacity for the duration of the supplier's work. The customer's

contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the customer wishes to achieve.

10.4 The supplier is only obliged to periodically provide information concerning the performance of the work to the customer through the contact person designated by the customer.

Article 11 Terms

11.1 The supplier shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by the supplier or agreed between the parties shall always apply as target dates, shall not bind the supplier and shall always be indicative.

11.2 If a term is likely to be exceeded, the supplier and the customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.

11.3 In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, the supplier shall only be in default as a result of a period of time being exceeded after the customer has declared the supplier to be in default in writing and a reasonable term that the customer granted to the supplier to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.

11.4 If it has been agreed that the work under the contract is to be performed in phases, the supplier shall be entitled to postpone the start of a phase's work until the customer has approved the results of the preceding phase in writing.

11.5 The supplier shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the customer fails to fulfil its obligations arising from the contract or fails to do so on time or in full. Bespoke work will not be performed unless both parties agree.

Article 12 Termination and cancellation of the contract

12.1 Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as essential obligations under the contract.

12.2 If, at the time of rescission, the customer has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the customer proves that the supplier is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by the supplier prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.

12.3 A contract which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing following consultation between the parties. Reasons for the termination must be stated. If a notice period has not been agreed between the parties, a reasonable period must be observed when notice of termination is given. The supplier is never obliged to pay any compensation due to termination.

12.4 The customer may not terminate a contract of engagement that has been entered into for a definite period of time.

12.5 Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. The supplier may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the customer's company. The supplier is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use the supplier's services, without termination by the supplier being required.

Article 13 The supplier liability

13.1 The supplier's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. The supplier's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than € 500,000 (five hundred thousand euros).

13.2 The supplier's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than € 1,250,000 (one million two hundred fifty thousand euros).

13.3 The supplier's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to the supplier and loss arising from the engagement of the suppliers prescribed by the customer to the supplier is excluded. The supplier's liability for corruption, destruction or loss of data or documents is likewise excluded.

13.4 The exclusions and limitations of the supplier's liability described paragraphs 13.1 up to and including 13.3 are entirely without prejudice to the other exclusions and limitations of the supplier's liability described in these general terms and conditions.

13.5 The exclusions and limitations referred to in paragraphs 13.1 up to and including 13.4 shall cease to apply if and insofar as the loss is

the result of deliberate intent or recklessness on the part of the supplier's management.

13.6 Unless performance by the supplier is permanently impossible, the supplier shall only be liable due to an attributable failure in the performance of a contract if the customer declares the supplier to be in default in writing without delay and grants the supplier a reasonable term to remedy the breach, and the supplier culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.

13.7 For there to be any right to compensation, the customer must always report the loss to the supplier in writing as soon as possible after the loss has occurred. Each claim for compensation against the supplier shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the customer has instituted a legal action for damages prior to the expiry of this period.

13.8 The customer indemnifies the supplier against any and all claims of third parties due to product liability as a result of a defect in a product or system that the customer supplied to a third party and that consisted in part of equipment, software or other materials supplied by the supplier, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.

13.9 The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that the supplier engages in the performance of the contract.

Article 14 Force majeure

14.1 None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of the supplier means, among other things: (i) force majeure on the part of the suppliers of the supplier, (ii) the failure to properly fulfil obligations on the part of the suppliers that were prescribed to the supplier by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to the supplier by the customer, (iv) government

measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.

14.2 Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

Article 15 Changes and additional work

15.1 If, at the request or prior consent of the customer, the supplier has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with the supplier's usual rates. The supplier is not obliged to honour such a request and may require that a separate contract be concluded in writing for the purpose.

15.2 Insofar as a fixed price has been agreed for the provision of services, on request the supplier shall inform the customer in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.

Article 16 Guarantee
Services

16.1 The supplier does not guarantee that the software made available and held in the context of the SaaS is free of errors and functions without interruption. The supplier shall make efforts to fix the errors in the software referred to in Article 17.4 within a reasonable term if and insofar as the matter concerns software developed by the supplier itself and the customer has provided a detailed, written description of the defects concerned to the supplier. When there are grounds for doing so, the supplier may postpone the fixing of defects until a new version of the software is put into operation. The supplier does not guarantee that defects in software, that it has not developed itself, shall be fixed. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. If the software was developed on the instructions of the customer, the supplier

may charge the costs of fixing to the customer in accordance with the supplier's usual rates.

16.2 Based on the information provided by the supplier concerning measures to prevent and limit the effects of malfunctions, defects in the SaaS, corruption or loss of data or other incidents, the customer shall identify and list the risks to its organization and take additional measures if necessary. The supplier declares that it is prepared to provide assistance, at the customer's request, to the extent reasonable and according to the financial and other conditions set by the supplier, with respect to further measures to be taken by the customer. The supplier is never obliged to recover data that has been corrupted or lost, but will provide assistance to the extent reasonable and possible.

16.3 The supplier does not guarantee that the software made available and held in the context of the SaaS shall be adapted to changes in relevant legislation and regulations on time.

Software

16.4 The supplier shall strive to the best of its ability to fix errors within a reasonable term if these errors are reported in writing in a detailed manner to the supplier within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. The supplier does not guarantee that the software is suitable for actual use and/or the intended use. The supplier also does not guarantee that the software will operate without interruption and/or that all errors will always be fixed. Fixing work shall be carried out free of charge unless the software was developed on the instructions of the customer other than for a fixed price, in which case the supplier shall charge for the costs of fixing in accordance with its usual rates.

16.5 The supplier may charge for the costs of fixing in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the customer, or as a result of causes that cannot be attributed to the supplier. The obligation to fix errors shall cease to apply if the customer makes changes in the software or has such changes made without the supplier's written permission.

16.6 The fixing of errors shall take place at a location and in a manner determined by the supplier. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.

16.7 The supplier is never obliged to recover data that has been corrupted or lost, but will provide assistance to the extent reasonable and possible.

16.8 The supplier does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in Article 16.4.

Software development

16.9 The provisions of paragraph 4 up to and including paragraph 8 concerning the guarantee apply mutatis mutandis.

Article 17 Delivery, installation and acceptance

Software

17.1 Delivery of the software shall take place at the agreed upon date, or, if no date has been established, no later than three months after receipt of the contract by sending a link making the software directly available to customer. The customer is responsible for setting up and installing the software. Supplier's obligations in this context do not go beyond providing support in the form of consultancy services have been agreed upon.

17.2 If the parties have not agreed an acceptance test, the customer shall accept the software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to the supplier's obligations under the guarantee scheme as set out in Article 16. In the aforementioned case, the software shall be deemed to have been accepted by the customer upon delivery or, if installation by supplier has been agreed in writing, upon completion of installation.

17.3 The provisions of paragraphs 17.4 up to and including 17.11 shall apply if an acceptance test has been agreed between the parties.

17.4 In these general terms and conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by the supplier in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of the supplier is limited to errors within the meaning of these general terms and conditions. The supplier does not have any obligation whatsoever with respect to other defects in or on the software.

17.5 If an acceptance test has been agreed, the test period shall amount to 14 days following delivery or, if installation by the supplier has been agreed in writing, 14 days following the completion of installation. The customer may not use the software for production or operational purposes during the test period. The customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

17.6 If an acceptance test has been agreed, the customer must check whether the software delivered meets the functional or technical specifications expressly made known by the supplier in writing and, if and to the extent that all or part of the software concerns customized software, meets the functional or technical specifications expressly agreed in writing.

17.7 The parties shall deem the software to have been accepted:

a. if the parties have agreed upon an acceptance test: on the first day following the test period, or

b. if the supplier receives a test report as referred to in Article 17.8 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to Article 17.9, do not prevent acceptance, or

c. if the customer uses the software in any way for production or operational purposes: at the time at which this use occurs.

17.8 If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the customer shall report the test results to the supplier in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. The supplier shall strive to the best of its ability to fix the errors referred to within a reasonable term. The supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.

17.9 The customer may not refuse to accept the software for reasons that are not related to the specifications expressly agreed in writing between the parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing is without prejudice to the supplier's obligation to fix these minor errors in the context of the guarantee scheme referred to in Article 16.

In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.

17.10 If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.

17.11 Acceptance of the software in one of the ways referred to in this article shall serve to discharge the supplier of its obligations regarding making the software available and delivering the software and, if installation of the software by the supplier has also been agreed, of its obligations regarding installation. Acceptance of the software shall be without prejudice to the customer's rights based on Article 17.9 regarding minor defects and Article 16 regarding the guarantee.

Software development

17.12 The provisions of this Article concerning delivery and installation apply mutatis mutandis.

17.13 Unless, pursuant to the contract, the supplier must host the software and/or website on its own computer system for the customer, the supplier shall deliver the website to the customer on a data carrier and in a form determined by the supplier, or shall make the software and/or website available to the customer online.

17.14 The provisions of this Article concerning acceptance apply mutatis mutandis.

Article 18 Transfer of rights and obligations

18.1 The customer may not sell, transfer or pledge its rights and obligations under a contract to a third party.

18.2 The supplier is entitled to sell, transfer and/or pledge its claims to payment of amounts owed to a third party.

Article 19 Applicable law and disputes

19.1 If a dispute arises, both parties agree to enter into mutual consultation. If mutual consultation does not lead to an acceptable solution for both parties, parties agree to strive for a solution with the help of an independent mediator. If the dispute can only be solved by going to court, the court district of The Hague will be the legally competent court.This contract is exclusively governed by Dutch law.

Services

Article 20 Performance

20.1 The supplier shall perform its services with care to the best of its ability, if applicable in accordance with the contracts and procedures agreed in writing with the customer. All services by the supplier shall be performed on the basis of an obligation to use best endeavours unless and insofar as the supplier has expressly promised a result in the written contract and the result concerned has also been defined with sufficient determinability in the contract.

20.2 The supplier shall not be liable for loss or costs that are the result of the use or misuse of access or identification codes or certificates unless the misuse is the direct result of deliberate intent or recklessness on the part of the supplier's management.

20.3 If the contract has been entered into with a view to performance by one specific person, the supplier shall always be entitled to replace this person with one or more persons who have the same and/or similar qualifications.

Article 21 Service Level Agreement

21.1 Any contracts concerning a service level (Service Level Agreements) shall only be expressly agreed in writing. The customer shall always inform the supplier about any circumstances that affect or that could affect the service level and its availability without delay.

21.2 If agreements about a service level have been made, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by the supplier in advance and circumstances beyond the supplier's control are not taken into account. The availability measured by the supplier shall count as conclusive evidence, subject to evidence to the contrary produced by the customer.

Article 22 Backup

22.1 If the services provided to the customer under the contract include making backups of the customer's data, the supplier shall make a complete backup of the customer's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. The supplier shall retain the backup for the duration of the agreed term or for the duration of the supplier's usual term if contracts have not been made in this regard. The supplier shall retain the backup with due care.

22.2 The customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

Software as a Service (SaaS)

Article 23 SaaS Performance

23.1 The supplier shall only provide SaaS if commissioned by the customer. The customer may not allow third parties to make use of the services provided by the supplier in the field of SaaS.

23.2 If the supplier performs work relating to the data of the customer, its employees or users, pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work shall be charged to the customer.

23.3 The supplier may change the content or scope of the SaaS delivery model. If such changes result in a change in the customer's current procedures, the supplier shall inform the customer about the matter as soon as possible and the costs of this change shall be borne by the customer. The customer may in this case give notice of termination of the contract, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or if the supplier bears the costs of this change.

23.4 The supplier may continue to provide SaaS using a new or modified version of the software. The supplier is not obliged to maintain, modify or add certain features or functionalities of the service or software specifically for the customer.

23.5 The supplier may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. The supplier shall not allow the period during which the service is out of operation to last longer than necessary, shall ensure if possible that this period occurs outside office hours, and, as appropriate, start after consultation with the customer.

Article 24 Protection of personal data

24.1 Under legislation pertaining to the processing of personal data, such as the Personal Data Protection Act, the customer has obligations

towards third parties, such as the obligation to provide information and allow the person concerned to inspect his or her personal data, and correct and delete the personal data of the person concerned. The customer is fully and solely responsible for the fulfilment of these obligations. The parties maintain that the supplier is the 'processor' within the meaning of the Personal Data Protection Act with respect to the processing of personal data.

24.2 To the extent that doing so is technically possible, the supplier shall provide support in the context of the obligations that the customer must fulfil as referred to in Article 24.1. If the support needed is unreasonably burdensome for supplier, the customer may be charged for costs resulting from this support.

Article 25 Terms of Use

25.1 The supplier shall perform the hosting services agreed with the customer.

25.2 If the contract's object is to make disk space of equipment available, the customer shall not exceed the agreed disk space unless the contract explicitly regulates the consequences thereof. The contract shall include making disk space available on an exclusively and specifically reserved customer-only server only if so agreed upon expressly and in writing. All use of disk space, data traffic and other usage of systems and infrastructure shall be limited to the maxima agreed between the parties. The data traffic that has not been used by the customer in a given period may not be transferred to a subsequent period. If the agreed maxima are exceeded the supplier may charge a fee in accordance with the terms of the fair use policy.

Licences other than SaaS

Article 26 Right of use and restrictions on use

26.1 The supplier shall make the agreed computer programs and agreed user documentation, hereinafter referred to as the 'software', available to the customer for use for the duration of the contract on the basis of a licence for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed. The customer may never sell, rent out, dispose of or grant limited rights to or make available to third parties the software and the carriers on which the software is or will be installed.

26.2 The supplier's obligation to make available and the customer's right of use extend only to the software's object code. The customer's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the customer, not even if the customer is prepared to pay a financial amount for the source code and technical documentation.

26.3 The customer shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.

26.4 The supplier is always entitled to take technical measures to protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the parties. The customer shall never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.

26.5 The customer may only use the software in and for its own company or organization and only insofar as doing so is necessary for the intended use. The customer shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.

26.6 If so requested, the customer shall cooperate with an investigation into compliance with the agreed restrictions on use carried out by or for the supplier without delay. The customer shall grant the supplier access to its buildings and systems if requested by Supplier. Insofar as such information does not concern the use of the software itself, the supplier shall treat all confidential business information that it obtains from the customer or at the customer's business location in the context of an investigation as confidential.

26.7 The parties establish that the contract concluded between the parties, insofar as the object of this contract is the making available of software for use, shall never be deemed to be a purchase contract.

26.8 The supplier is only obliged to perform maintenance if and to what extent this has been agreed upon between the parties.

Further provisions

Article 27 Changes in the software

27.1 Barring exceptions provided for by law, the customer may not change all or part of the software without the prior written permission of the supplier. The supplier is entitled to refuse or attach conditions to such permission. The customer shall bear the entire risk of all changes that it makes, or changes that a third party makes on its instructions, whether or not this has been done with the supplier's permission.

Article 28 Software of suppliers

28.1 If and insofar as the supplier makes third-party software available to the customer, the (licence) terms of the third parties concerned shall apply in the relationship between the supplier and the customer with respect to the software instead of the provisions of these general terms and conditions that differ from those licence terms, provided that the applicability of the licence terms of the third party concerned was reported to the customer by the supplier in writing and, in addition, a copy of the applicable licence terms was made available to the customer prior to the conclusion of the contract. In derogation from the provisions of the preceding sentence, the customer shall not be entitled to invoke failure on the part of the supplier to fulfil the aforementioned obligation to provide information if the customer is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
28.2 If and insofar as, for whatever reason, the terms of third parties referred to above are deemed not to apply or are declared inapplicable in the relationship between the customer and the supplier, the provisions of these general terms and conditions shall apply in full.

Article 29 Exclusions

29.1 Work performed to investigate or repair malfunctions that are the result of or connected with user errors, improper use of the equipment or external causes like failures of internet service, data network connections, power supplies or links to equipment, software or materials that are not within the scope of the maintenance contract is excluded from the supplier's obligations under the maintenance contract and will be charged separately to the customer at the usual rates.

Article 30 Management and recovery

30.1 The customer is responsible for the (functional) management, including control of the settings, use of the hosting service and the manner in which the results of the service are used. In the absence of explicit agreements thereof, the customer shall itself install, organize, parameterize, tune, and adjust the (auxiliary) software, and, if necessary, modify the equipment, other software and operating environment used in this regard, and ensure the interoperability that the customer desires. The supplier is not obligated to perform a data conversion.
30.2 Only if expressly agreed in writing, the agreement shall also provide or make available backup, diversion and recovery services.

Article 31 Notice and Take Down

31.1 The customer shall at all times act with due care and lawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties and the privacy of third parties, by refraining from disseminating information in a manner that is contrary to the law, from granting unauthorized access to systems and from spreading viruses or other harmful programs or data, and by refraining from committing criminal acts and violating any other legal obligation.
31.2 In order to prevent or mitigate liability towards third parties, the supplier is always entitled to take measures with respect to an act or omission of or at the risk of the customer. Should the supplier so demand in writing, the customer shall delete data and/or information from the supplier's systems without delay. If the customer fails to do so, the supplier shall be entitled at its own discretion to delete the data and/or information itself or make it impossible to access the data and/or information. In addition, in the event of a breach or an imminent breach of the provisions of paragraph 31.1, the supplier shall be entitled to deny the customer access to the supplier's systems with immediate effect and without prior notice. The foregoing shall be without prejudice to any other measures or the exercise of other legal and contractual rights by the supplier against the customer. The supplier shall in this case also be entitled to terminate the contract with immediate effect without being liable towards the customer for doing so.
31.3 The supplier cannot be expected to form an opinion on the merits of the claims of third

parties or the customer's defence, or be involved in any way whatsoever in a dispute between a third party and the customer. The customer shall deal with the third party concerned regarding the matter and inform the supplier in writing. The information provided in this context must be properly substantiated by supporting documents.

Software development

Article 32 Specifications and software development

32.1 If specifications or a design of the software to be developed have not already been provided prior to the conclusion of the contract or are not provided when the contract is concluded, the parties shall in consultation specify, in writing, the software to be developed and the manner in which the development is to be carried out.

32.2 The supplier shall develop the software with due care in accordance with the expressly agreed specifications or design and, if applicable, having regard to the project organization, methods, techniques and/or procedures agreed in writing with the customer.
The supplier may require that the customer agrees to the specifications or design in writing prior to commencement of the development work.

32.3 If the parties use a development method based on iterative design and/or development of (parts of) the software (Scrum, for example), the parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract. During the performance of the contract, the parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The customer accepts the risk that the software and/or the website may not necessarily meet all specifications. The customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of

these end users is supported by the customer's organization. The customer guarantees that the employees whom it deploys and who are appointed to key positions shall have the decision-making powers required for these positions. The customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If the customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the development method concerned, the supplier shall be entitled, though not obliged, to make the decisions that it deems to be appropriate.

32.4 The provisions of Article 17.2, Articles 17.5 up to and including 17.9 and Article 16.4 shall not apply if the parties use a development method as referred to in Article 32.3. The customer shall accept the software in the state that it is in at the end of the last development phase ('as is, where is'). The supplier shall not be obliged to fix errors after the last development phase unless otherwise agreed in writing

32.5 In the absence of specific contracts on the matter, the supplier shall commence the design and/or development work within a term that it deems reasonable following the conclusion of the contract.

32.6 If so requested, the customer shall make it possible for the supplier to perform work outside of the usual working days and working hours at the office or location of the customer.

32.7 The supplier's performance obligations do not include maintaining the software and/or the website, and/or providing support to users and/or administrators of the software and/or the website. If, contrary to the foregoing, the supplier must also perform maintenance work and/or provide support, the supplier may require that the customer enter into a separate, written contract for the purpose. The supplier shall charge the customer for this work in accordance with the supplier's usual rates.

Article 33 Right of use

33.1 The supplier shall make the software developed on the instructions of the customer and any associated user documentation available to the customer for use.

33.2 The source code of the software and the technical documentation prepared during development of the software shall only be made available to the customer if this has

been agreed in writing, in which case the customer shall be entitled to make changes to the software. In case the customer makes changes to the software, all guarantees from the supplier lapse and the supplier will not provide maintenances or support for these changes.

33.3 The supplier is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.

33.4 The provisions of Article 26 concerning right of use and restrictions on use apply mutatis mutandis.

33.5 Only if the content of the written contract expressly shows that all design and development costs shall fully and exclusively be borne by the customer, no restrictions on use of the software shall apply to the customer contrary to the stipulation of Article 33.4.

Software development, maintenance and support

Article 34 Maintenance services

34.1 If agreed, the supplier shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software within the meaning of Article 17 and, exclusively if agreed in writing, making new versions of the software available in accordance with Article 35.

34.2 The customer must report errors discovered in the software in detail. Following receipt of the report, the supplier shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the software in accordance with its usual procedures. Depending on the urgency and the supplier's version and release policy, the results shall be made available to the customer in a manner and within a term determined by the supplier. The supplier is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The customer shall itself install, organize, parameterise and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.

34.3 The provisions of paragraphs 16.6 and 16.7 apply mutatis mutandis.

34.4 If the supplier performs maintenance work online, the customer shall promptly ensure that a proper infrastructure and network facilities are in place.

34.5 The customer shall extend the cooperation required by the supplier in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.

34.6 If the maintenance work relates to software that was not supplied to the customer by the supplier, the customer, if the supplier believes this is necessary or desirable for the maintenance work, shall make the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available. The customer guarantees that it is entitled to make the aforementioned items available. The customer grants the supplier the right to use and change the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance work.

34.7 The maintenance work performed by the supplier does not affect the customer's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Article 35 New software versions

35.1 Maintenance shall include making new versions of the software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the software available, they shall be made available at the supplier's discretion.

35.2 The supplier may require that the customer enters into a further written contract with the supplier for a version with new functionality and that a further payment be made for this this version.

35.3 The supplier may require that the customer modifies its system (equipment, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

Article 36 Support services

36.1 If the services provided by the supplier under the contract include the provision of support to users and/or administrators of the software,

the supplier shall provide, by telephone or email, advice on the use and functioning of the software specified in the contract. The supplier may set conditions with respect to the qualifications and the number of persons eligible for support. The supplier shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. The supplier does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during the supplier's usual business hours.

36.2 If the services provided by the supplier under the contract include the provision of standby services, the supplier shall ensure that one or more staff members are available on the days and during the times specified in the contract. In the event of urgency the customer shall be entitled to call in the support of staff members on standby if there is a serious malfunction in the operation of the software. The supplier does not guarantee that all malfunctions will be repaired promptly.

36.3 The maintenance and other agreed services as referred to in this chapter shall be performed as from the date on which the contract is concluded, unless the parties have agreed otherwise in writing.

Advice and consultancy

Article 37 Performance of advisory and consultancy services

37.1 The completion time of an assignment in the field of advice and consultancy depends on various factors and circumstances, such as the quality of the data and information provided by the customer and the cooperation of the customer and relevant third parties. Unless otherwise agreed in writing, therefore, the supplier shall not commit to an assignment completion time in advance.

37.2 The supplier's services shall only be performed on the supplier's usual working days and during the supplier's usual business hours.

37.3 The way that the customer makes use of advice and/or a consultancy report issued by the supplier shall always be at the customer's risk.

Secondment services

Article 38 Secondment services

38.1 The supplier shall make the employee specified in the contract available to perform

work under the management and supervision of the customer. The results of the work are at the customer's risk. Unless otherwise agreed in writing, the employee shall be made available to the customer for a maximum of 40 hours a week during the supplier's usual working days.

38.2 The customer may only deploy the employee made available to perform work other than the agreed work if the supplier has agreed to the performance of that other work in advance and in writing.

38.3 The customer may only second the employee made available to a third party for the purpose of performing work under the management and supervision of that third party if this has expressly been agreed in writing.

38.4 The customer shall be entitled to request that the employee made available will be replaced (i) if the employee made available demonstrably fails to meet the expressly agreed quality requirements and the customer makes this known to the supplier, with substantiation, within three working days following commencement of the work, or (ii) in the event of prolonged illness on the part of the employee made available or if the employee leaves the supplier's employment. The supplier shall handle such a request as a matter of priority without delay. The supplier does not guarantee that replacement is always possible. If replacement is not possible or is not possible promptly, the customer's rights with respect to further performance of the contract shall cease to have effect, as shall all claims of the customer due to non-performance of the contract. The customer's payment obligations with respect to the work performed shall continue to apply fully.

Article 39 Duration of the secondment contract

39.1 In derogation from the provisions of article 4 of these general terms and conditions, if nothing has been agreed between the parties regarding the term of secondment, the secondment contract shall be an open-ended one, in which case a notice period of one calendar month following any initial term shall apply for each party. Notice of termination must be given in writing.

Article 40 Length of working week, working hours and working conditions

40.1 The working hours, rest periods and length of the working week of the employee made available

shall be the same as the customer's usual working hours, rest periods and length of the working week. The customer guarantees that the working hours, rest periods and length of the working week are in compliance with relevant legislation and regulations.
40.2 The customer shall inform the supplier about an intended temporary or permanent closure of its company or organization.
40.3 The customer is obliged to comply with relevant legislation and regulations pertaining to workplace safety and working conditions towards the supplier and the employee made available.

Article 41 Overtime pay and travel time

41.1 If, on the instructions or at the request of the customer, the employee made available works more hours per day than the agreed or usual number of working hours or works on days other than the supplier's usual working days, the customer shall owe the agreed overtime rate for these hours or, in the absence of an agreed overtime rate, the supplier's usual overtime rate. If so requested, the supplier shall inform the customer about the current overtime rates.
41.2 Travel time and costs shall be charged to the customer in accordance with the supplier's usual rules and standards. If so requested, the supplier shall inform the customer about the usual rules and standards in place for the purpose.

Article 42 Recipients' liability and other liability

42.1 The supplier shall ensure that amounts payable in relation to the employee made available under the contract with the customer in terms of payroll tax, social insurance contributions and turnover tax are paid on time and in full. The supplier indemnifies the customer against any and all claims of the tax authorities or agencies tasked with implementing social insurance legislation pursuant to the contract with the customer, subject to the condition that the customer immediately informs the supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the supplier. The customer shall provide the powers of attorney and information required to the supplier and assist the supplier to defend itself, if necessary in the name of the customer, against such claims.
42.2 The supplier does not accept any liability for the quality of the results produced by work performed under the management and supervision of the customer.

Education and training

Article 43 Registration and cancellation

43.1 A training course must be registered for in writing. Registration is binding when the supplier has sent the customer conformation of the registration.
43.2 The customer is responsible for the choice and suitability of the training course for the participants. A lack of prior knowledge on the part of a participant does not affect the customer's obligations under the contract. The customer may replace a training course participant with another participant with the supplier's prior written permission.
43.3 If, in the opinion of the supplier, the number of registrations is a reason for doing so, the supplier shall be entitled to cancel the training course, to combine it with one or more training courses or provide it at a later date. The supplier reserves the right to change the location of the training course.
43.4 The consequences of cancellation of participation in a training course by the customer or participants are governed by the supplier's usual rules. A cancellation must always be effected in writing prior to the training course or the part of the training course concerned. Cancellation or non-attendance does not affect the customer's obligations under the contract.

Article 44 Provisions of the training course

44.1 The customer accepts that the supplier determines the content and depth of the training course.
44.2 The customer shall inform the participants about the obligations under the contract and the rules of conduct and other rules prescribed by the supplier for participation in the training course, and shall ensure compliance with these obligations and rules.
44.3 If the supplier uses its own equipment or software to provide the training course, it does not guarantee that this equipment or software is free of errors and will function without interruption. If the supplier provides the training course at the customer's location, the customer shall ensure the availability of properly operating equipment and software.
44.4 Administering an examination or test does not form part of the contract.
44.5 If the training course is provided on the basis of e-learning, the provisions of the 'Software as a Service (SaaS)' chapter shall apply mutatis mutandis to the greatest extent possible.

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