

GENERAL TERMS AND CONDITIONS

1. General

1.1 These General Terms and Conditions apply to every negotiation, quotation and agreement between Pro4all and the Customer, insofar as the parties have not explicitly deviated from these conditions in writing.

1.2 The applicability of any conditions of purchase or other terms and conditions of the Customer is explicitly rejected.

1.3 Pro4all is always entitled to change these General Terms and Conditions and will make changes known to the Customer in writing. The amended General Terms and Conditions come into effect one month after the date of their publication. If the Customer does not agree with the amended General Terms and Conditions, then up until the time of their coming into force, the Customer is authorised to terminate the agreement as from the date on which the amended general terms and conditions take effect.

1.4 All quotations from Pro4all are without obligation and have a period of validity of 30 days, unless indicated otherwise in the offer.

1.5 Pro4all can terminate negotiations in progress at any time without being obliged to pay compensation for costs incurred or damage suffered by the Customer.

1.6 An agreement shall be concluded as soon as Pro4all receives the agreement and/or authorisation form validly signed by the Customer, or has otherwise made services available to the Customer by order of the Customer.

1.7 Delivery periods provided by Pro4all are not binding, unless indicated otherwise in the agreement. Delay in the delivery of software or equipment can never give rise to compensation or dissolution of the agreement.

1.8 If any provision of these General Terms and Conditions is invalid or nullified, the remaining provisions of these General Terms and Conditions will remain in full force.

1.9 Pro4all can transfer its rights and obligations arising from an agreement to another legal entity upon the transfer of (a part of) its business. The Customer cannot transfer the rights and obligations arising from an agreement and/or these General Terms and Conditions to third parties without the permission of Pro4all. Pro4all will not withhold its consent on unreasonable grounds.

1.10 These General Terms and Conditions have been filed with the Chamber of Commerce in Utrecht under number 30175404.

2. Duration of the agreement

2.1 An agreement is entered into for the term stipulated in the agreement and is automatically renewed at the end of the first term for the same term, unless one of the parties cancels the agreement in writing at least one month before the agreed term expires.

3. Price and Payment

3.1 The price to be paid by the Customer is based on the rates stated in the agreement. All rates and prices are exclusive of VAT and any other governmental levies imposed.

3.2 Pro4all is entitled to index rates and prices annually, at the beginning of the calendar year, in accordance with the price index of the "Consumer Price Index All Households" as determined by Statistics Netherlands.

3.3 All invoices shall be paid by the Customer according to the payment conditions stated on the invoice. In the absence of payment conditions, the Customer shall pay within 30 days of the invoice date. The Customer is not entitled to suspend or set off a payment.

3.4 If the Customer does not pay the due amounts on time, the Customer is liable for statutory interest on the outstanding amount, without any warning notice or notice of default being required. If the Customer remains in default of paying the claim after a warning notice or notice of default, Pro4all can hand over the claim, in which case the Customer shall also be obliged to pay, in addition to the amount owed and statutory interest, all judicial and extrajudicial costs including costs charged by external experts related to the collection of the claim.

4. Suspension

4.1 In the absence of correct observance of its payment obligation, the Customer shall be in default without prior notice of default, as a result of which Pro4all's obligation to fulfil its own obligations can be automatically and immediately suspended, without any liability of Pro4all arising from this until the Customer has paid in full what it owes Pro4all, including any interest and costs.

5. Reservation of ownership of rights/risk

5.1 All goods delivered to the Customer remain the property of Pro4all until all amounts owed by the Customer for the goods delivered or to be delivered or for the work performed or to be

performed pursuant to the agreement, as well as all other amounts referred to in Article 3.4 of these General Terms and Conditions, have been fully paid to Pro4all.

5.2 The risk of loss, theft or damage to items, products, the software application or data that are the subject of the agreement shall pass to the Customer at the moment at which they are brought into the actual disposal of the Customer or an auxiliary person of the Customer.

6. Intellectual property rights

6.1 All Intellectual Property rights on all software applications, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory materials thereto, developed or made available by the agreement are vested exclusively in Pro4all. The Customer will only receive those non-exclusive and non-transferable user rights that are explicitly granted by these General Terms and Conditions and the law. Any other or more extensive right of the Customer to duplicate, publish or distribute the software application, websites, data files or other materials is excluded.

6.2 The Customer is not allowed to remove or alter any indication of confidentiality or copyright, trademarks, business names or other intellectual or industrial property rights from the software, websites, equipment or materials.

6.3 Pro4all is permitted to take technical measures to protect the software application or to implement agreed restrictions in the duration of the right to use the software application. The Customer is not allowed to remove or evade such technical measures.

7. Obligations of the Customer

7.1 The Customer shall always provide Pro4all in a timely manner with all useful and necessary data for the proper performance of the agreement and provide full cooperation, including the provision of access to its buildings.

7.2 The Customer bears the risk of the selection, use and application in his organisation of equipment, software application, websites, data files and other products and materials and of the services to be provided by Pro4all, and is also responsible for the control and security procedures and proper system management.

7.3 If the Customer does not make the data, equipment, software applications or employees necessary for the execution of the agreement available, or does so not on time or not in accordance with the agreements, or if the Customer does not fulfil his obligations in any other way, Pro4all shall be entitled to wholly or partially suspend the performance of the agreement and Pro4all has the right to charge the resulting costs according to its usual rates, without prejudice to the right of Pro4all to exercise any other legal right.

7.4 In the event that Pro4all employees perform work at the Customer's location, the Customer will provide free of charge a workspace and facilities that comply with all applicable requirements and regulations concerning working conditions. The Customer indemnifies Pro4all against claims from third parties, including employees of Pro4all, who suffer damage in connection with the performance of the agreement resulting from acts or omissions by the Customer or unsafe situations in its organisation.

8. Liability of Pro4all, indemnity

8.1 The total liability of Pro4all due to an attributable shortcoming in the observance of the agreement is limited to compensation of direct damage up to the amount of the price stipulated for the agreement (excl. VAT). If in essence the agreement has a term of more than one year, the price stipulated for the agreement is set to the total of the fees (excl. VAT) stipulated for one year.

8.2 The liability of Pro4all for indirect damage, consequential loss, loss of profit, missed savings, loss of goodwill, loss due to business stagnation, damage as a result of claims from Customer's clients, mutilation or loss of data, damage related to the use of goods, materials or third-party software provided by the Customer to Pro4all, damage related to the engagement of suppliers prescribed by the Customer to Pro4all and all other forms of damage besides those mentioned in articles 10.1 and 10.2, for whatever reason, is excluded.

8.3 The liability of Pro4all due to an attributable shortcoming in the performance of an agreement shall in all cases only arise if the Customer in writing promptly and properly declares Pro4all to be in default, whereby a reasonable period for remedying the shortcoming is set, and Pro4all even after that period remains remiss in the observance of its obligations. The notice of default must contain as full and detailed a description of the shortcoming as possible to enable Pro4all to respond effectively.

8.4 The condition for the existence of any right to compensation is always that the Customer reports the damage to Pro4all in writing as soon as possible after the occurrence thereof.

8.5 The Customer indemnifies Pro4all against all claims of third parties due to product liability as the result of a defect in a product or system supplied by the Customer to a third party and which in part consisted of equipment, software applications or other materials supplied by Pro4all.

8.6 The provisions of this article also apply in favour of all (legal) persons whom Pro4all serves in the performance of the agreement.

9. Confidential data and privacy

9.1 Each of the parties guarantees that all information received from the other party, which is known, or should be known, to be confidential, will remain secret unless a legal duty requires disclosure of such data. The party in receipt of confidential information will only use it for the purpose for which it is provided. Information shall in any case be considered as confidential if it is designated as such by one of the parties.

9.2 Pro4all endeavours to take appropriate technical and organisational measures to protect personal data against loss or any form of unauthorised use. Taking into account the current state of the art and the costs of their implementation, these measures provide for an appropriate protection level in relation to the risks inherent in the processing and the nature of the data;

9.3 The Customer indemnifies Pro4all against claims from persons whose personal data are registered or processed in the context of a personal registration held by the Customer or for which the Customer is otherwise responsible by virtue of the law, unless the Customer proves that the facts underlying the claim are attributable exclusively to Pro4all.

10. Force majeure

10.1 None of the parties is obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure includes war (or risk thereof), riots, strike, molestation, fire, water damage, flooding, weather conditions, long-term failure of electricity, modifications or maintenance or disruptions to the telecommunications network and/or electricity networks of suppliers, force majeure of suppliers of Pro4all, the non-satisfactory observance of obligations by suppliers that have been prescribed by the Customer to Pro4all, as well as defects in goods, materials, software applications of third parties whose use has been prescribed by the Customer to Pro4all.

10.2 If a force majeure situation has lasted longer than ninety days, the parties have the right to terminate the Agreement by means of written dissolution. Whatever has already been performed pursuant to the Agreement will in that case be settled proportionally, without the parties owing each other anything else.

11. Interim termination

11.1 Either Party is entitled to terminate the Agreement due to a shortcoming in the performance of the Agreement only if the other Party, in all cases after a properly detailed written notice of default in which a reasonable time period to remedy the shortcoming has been set, culpably fails to meet essential obligations under the Agreement.

11.2 Pro4all can terminate the Agreement in writing, wholly or partially, without any notice of default and with immediate effect if the Customer is granted suspension of payment, whether or not provisionally, if bankruptcy is applied for with respect to the Customer or if the Customer's company is liquidated or terminated otherwise than for the purpose of reconstruction or merger of companies. Pro4all shall never be liable for any refund of payment already received or compensation for damages due to this termination.

11.3 If the Customer has already received service for the performance of the agreement at the time of dissolution as referred to in Article 11.1, this service and the related payment obligation will not be subject to cancellation unless the Customer proves that Pro4all is in default with regard to this service. Amounts invoiced by Pro4all prior to the dissolution in respect of what it has already properly performed or delivered in the implementation of the Agreement remain payable in compliance with the previous sentence and become immediately due at the time of the dissolution.

12. Governing law

12.1 These general terms and conditions and all agreements, quotes and other documents covered by this are governed by Dutch law. All disputes that may arise from this agreement will be settled by the competent court in Amsterdam.

Services

The provisions mentioned in this chapter "Services" are, in addition to the General Provisions of these General Terms and Conditions, applicable if Pro4all provides services, such as consultancy, feasibility studies, consultancy, instruction, courses, training, support, secondment, hosting, design, development, implementation or management of software applications, websites or information systems and services related to networks. These provisions are without prejudice to the provisions concerning specific services included in these General Terms and Conditions, such as the development of software applications and maintenance.

13. Execution

13.1 Pro4all will use its best efforts to execute the service with due care and, where appropriate, in accordance with the agreements and procedures recorded in writing with the Customer. All Pro4all services are performed on the basis of a best efforts obligation, unless and insofar as Pro4all has expressly promised a result in the written agreement and the result concerned has also been described with sufficient certainty.

13.2 If it has been agreed that the services will take place in phases, Pro4all is entitled to postpone the commencement of the services that belong to a phase until the Customer has approved the results of the preceding phase in writing.

13.3 Pro4all will endeavour on behalf of the Customer to ensure that the availability and usability of the service is as comprehensive as possible. Pro4all will remedy (have remedied) any faults as quickly as possible.

13.4 Pro4all cannot guarantee unrestricted access to the Internet, nor that Pro4all's services can be used at all times.

13.5 Pro4all is not at all liable for loss, exchange or damage to data through the use of the services, including (email) messages sent via the Pro4all network.

13.6 The Customer will not be able to access the service at the times that maintenance and/or repair work has to be performed to the service. Pro4all will endeavour to have these activities take place at times when the Customer is the least inconvenienced.

13.7 With a view to maintaining and/or improving the quality and safety of the service, Pro4all is entitled to make changes to its equipment, software applications and in its manner of service, including, for example, conditions about access times and identification procedures.

13.8 If a service agreement has been entered into with a view to performance by a specific person, Pro4all is always entitled to replace this person after consultation with the Customer by one or more other persons with the same qualifications.

13.9 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by Pro4all are due in arrears once per calendar month in accordance with Article 3.3.

14. Change and additional work

14.1 If Pro4all has carried out work or other services at the request or with the prior consent of the Customer that fall outside the content or scope of the agreed services, these activities or services shall be reimbursed by the Customer in accordance with the usual rates of Pro4all. Additional work also applies if a system analysis, a design or specifications are extended or modified.

14.2 The Customer accepts that work or services as referred to in Article 14.1 may affect the agreed or expected time of completion of the service and the mutual responsibilities of the Customer and Pro4all. The fact that during the execution of the Agreement (the demand for) additional work occurs is never grounds for the Customer to dissolve or terminate the agreement.

14.3 Insofar as a fixed price has been agreed for the services, Pro4all will inform the Customer in writing in advance about the financial consequences of this extra work or services.

15. Obligations of the Customer

15.1 The Customer shall only use the service in accordance with the obligations, instructions and restrictions made known by Pro4all, as laid down, amongst other things, in these General Terms and Conditions. The Customer is obliged not to violate the rights of third parties when using the service, not to display any behaviour that is contrary to good morals or public order, and not to cause damage to third parties or to Pro4all.

15.2 The Customer is obligated to use the service in such a way that the proper functioning of the Pro4all computer system is not impeded, and so that other Customers are not hindered thereby in their use of the service.

15.3 Pro4all reserves the right to deny the Customer access to the service if the Customer acts in violation of Article 15.1 and 15.2. Pro4all shall never be obliged to pay any compensation due to refusal of access to the services on the grounds of Articles 15.1 and 15.2. The Customer indemnifies Pro4all against all claims from third parties under this article.

16. Instruction, courses and training

16.1 To the extent that Pro4all's services consist of providing instruction, a course or training, Pro4all can always request payment in full for this prior to its commencement.

17. Secondment

17.1 Secondment within the meaning of these conditions applies if Pro4all makes an employee (hereafter: the seconded employee) available to the Customer in order for this employee to carry out work under the supervision and management or direction of the Customer.

17.2 Pro4all makes every effort to ensure that the seconded employee remains available for the duration of the Agreement.

17.3 The Customer is entitled to request replacement of the seconded employee (i) if the seconded employee demonstrably does not meet the explicitly agreed quality requirements and the Customer makes this known to Pro4all in writing within three working days of the commencement of the work, or (ii) in case of long-term illness or the departure from employment of the seconded employee. Pro4all will give the request immediate priority attention. Pro4all does not guarantee that replacement is always possible. If replacement is not possible or is not immediately possible, the Customer's claims to the further observance of the Agreement, as well as all claims of the Customer due to non-compliance with the Agreement, shall lapse. The payment obligations of the Customer regarding the work performed will remain in effect.

17.4 Pro4all is obligated to pay in full and on time the wage tax and (advance) premiums for social insurance due from the seconded employee in connection with the Agreement. Pro4all indemnifies the Customer against all legal claims of the taxation authorities or social insurance authorities with respect to taxes and social insurance premiums which are directly related to the provision by Pro4all of the seconded employee (the so-called hirer's liability), provided that the Customer leaves the settlement of the relevant claims entirely to Pro4all and cooperates fully and provides Pro4all with all the necessary information and, if Pro4all requires it, the power of attorney.

17.5 Pro4all accepts no liability for the results of work that has come about under the supervision and management or direction of the Customer.

17.6 The Customer shall in no way enter into a direct (or indirect via any third party) employment relationship with the seconded employee without the prior written permission of Pro4all. This condition applies for a period of two years after the work performed for the Customer.

18. Recruitment and selection

18.1 If the Customer receives information from Pro4all about candidates who subsequently do not join the Customer, the Customer is not permitted to keep this information, or make it available to third parties, nor to contact the candidates.

Sale of equipment

The provisions mentioned in this section "Sale of equipment" are applicable in addition to the General Provisions from these General Terms and Conditions if Pro4all sells equipment to the Customer.

19. Selection of equipment, delivery and risk

19.1 The Customer bears the risk of the selection of the purchased equipment. Pro4all does not warrant that the equipment is suitable for the use intended by the Customer, unless the intended uses are clearly specified without reservation in the written purchase agreement between the parties.

19.2. In mutual consultation, Pro4all will deliver the equipment sold to the Customer or have it delivered to a location to be designated by the Customer. Pro4all shall inform the Customer as timely as possible prior to delivery when it, or the carrier engaged, intends to deliver the equipment.

19.3 Delivery of equipment takes place at the agreed purchase price. Unless expressly agreed otherwise, the purchase price of the equipment does not include the costs of transport, insurance, rigging and hoisting, hiring temporary facilities etc.

19.4 The risk of loss, theft and damage to the equipment shall pass to the Customer upon delivery to the Customer. If, for the purpose of delivery, a carrier is used, whether or not at the request or instruction of the Customer, the risk of loss, theft and damage to the equipment will nevertheless already transfer to the Customer at the time of delivery of the equipment to the carrier.

20. Environment requirements and installation

20.1 The Customer shall ensure an environment that meets the requirements specified by Pro4all for the equipment (e.g. regarding temperature, humidity, technical environmental requirements etc.).

20.2 If parties have explicitly agreed this in writing, Pro4all will install the equipment or have it installed.

20.3 If Pro4all has undertaken to install equipment, the Customer shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunication facilities and shall follow all of the Pro4all's instructions necessary for the installation.

20.4 The Customer shall grant Pro4all access to the installation site during the normal working days and hours of Pro4all for the performance of the necessary work.

21. Equipment from supplier

21.1 If and insofar as Pro4all supplies third-party equipment to the Customer, and provided Pro4all has communicated this to the Customer in writing, the terms and conditions of those third parties shall apply to that equipment, with the exception of the provisions in these Terms and Conditions that deviate therefrom. The Customer shall accept the aforementioned terms and conditions of third parties. These terms and conditions are available for inspection by the Customer at Pro4all and Pro4all will send them to the Customer free of charge on request. If and insofar as the aforementioned terms and conditions of third parties in the relationship between the Customer and Pro4all for whatever reason are deemed not to apply or are declared inapplicable, the provisions of these General Terms and Conditions shall apply in full.

Development and delivery of (web-based) software applications

The provisions mentioned in this chapter "Development and delivery of web-based software applications", in addition to the General Provisions of these General Terms and Conditions and

the special provisions in the chapter "Services", apply to the web-based software application provided by Pro4all called "Docstream" as well as specific (web-based) software applications developed by Pro4all on behalf of the Customer (customisation). The chapter "Use and maintenance of software application" also applies to these (web-based) software applications, except in so far as deviated from in this chapter. Where in this chapter (web-based) software applications are discussed, this also means websites.

22. Development of software application

22.1 If specifications or a design of the (web-based) software application have not already been submitted to Pro4all at the time of entering into the Agreement, the parties will in consultation specify in writing which (web-based) software application will be developed and how this will be done. Pro4all will carry out the development with due care on the basis of Customer-provided data, the correctness, completeness and consistency of which is the responsibility of the Customer.

22.2 Pro4all is entitled, though not obliged, to investigate the correctness, completeness or consistency of the data, specifications or designs made available to it and to suspend the agreed activities in the event of any deficiencies being found until the Customer has removed said deficiencies.

23. Delivery, installation and acceptance

23.1 Pro4all will deliver the (web-based) software application to be developed to the Customer as far as possible in accordance with the specifications laid down in writing, and also install it provided such installation by Pro4all has been agreed in writing. Unless expressly agreed otherwise, Pro4all is not obligated to perform data conversion.

23.2 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if an installation to be carried out by Pro4all has been agreed in writing, after completion of the installation. During the test period, the Customer is not allowed to use the (web-based) software application for production or operational purposes. Pro4all can always request, even if this has not been expressly agreed, that the Customer carries out a proper test of sufficient scope and depth on the (interim) results of the development work with sufficiently qualified personnel and that the test results are clearly and comprehensively communicated to Pro4all in writing.

23.3 The software application will be deemed accepted between the parties: (i) if an acceptance test has not been agreed between the parties: at the time of delivery or, if an installation to be carried out by Pro4all has been agreed in writing, on the completion of the installation, or (ii) if an acceptance test has been agreed between the parties: on the first day after the test period, or (iii) if Pro4all receives a test report as referred to in Article 22.5 before the end of the test period: at the moment that the errors referred to in the sense of Article 6.5 are corrected in the test report, without prejudice to the presence of deficiencies that according to Article 22.6 do not stand in the way of acceptance. Contrary to this, if the Customer makes any use for production or operational purposes of the (web-based) software application before the moment of explicit acceptance, then it will be deemed to have been fully accepted from the start of that use.

23.4 If, when performing the agreed acceptance test, it appears that the software application contains errors that obstruct the progress of the acceptance test, the Customer shall inform Pro4all in writing in detail, in which case the test period will be interrupted until the software application has been modified such that this obstruction is removed.

23.5 Acceptance of the software application may not be withheld on grounds other than those connected with the specifications expressly agreed between the Parties and not therefore because of minor errors, these being such errors as do not reasonably impede the introduction of the software into operation or production, without prejudice to Pro4all's obligation to correct these minor errors under the warranty provisions of Article 24 if applicable. Acceptance may also not be withheld in respect of aspects of the (web-based) software application that can only be assessed subjectively, such as (but not limited to) the design of user interfaces.

23.6 If the (web-based) software application is delivered and tested in phases and/or components, the non-acceptance of a certain phase and/or component will not affect any acceptance of an earlier phase and/or another component.

23.7 Acceptance of the (web-based) software application in one of the ways referred to in Article 23.5 results in Pro4all being fully discharged from the fulfilment of its obligations regarding the development and making available of the software application and, if applicable, where an installation by Pro4all has agreed, Pro4all is also discharged from its obligations regarding the installation of the software application. Acceptance of the software application does not affect the Customer's rights under Article 23.6 regarding minor defects and Article 25 regarding warranty.

23.8 In the absence of an explicitly agreed invoicing schedule, all amounts relating to the development of the (web-based) software application are due upon delivery of the (web-based) software application or, if applicable, where an installation by Pro4all has been agreed in writing, due upon completion of the installation.

Use and maintenance of (web-based) software applications

The provisions mentioned in this section "Use and maintenance of (web-based) software applications" apply, in addition to the General Provisions of these General Terms and Conditions, to all (web-based) software applications made available by Pro4all. Where in this chapter (web-based) software applications are discussed, this also means websites.

24. Right of use and Total Service

24.1 Docstream is offered based on Total Service. The (web-based) software application does not have to be purchased. For an agreed amount per month, the Customer receives the right to use the (web-based) software application including hosting service. The right of use of the (web-based) software application includes (i) updates of technical and functional improvements, (ii) hosting of information (5 Gb disk space) including the use of the required SQL server, web server and mail server, (iii) provision of daily and weekly backups, (iv) option of telephone training per (new) user, (v) unlimited use of helpdesk and on-site support for technical problems (Netherlands), (vi) access for all users to the support website, where any necessary and additional software can be downloaded.

24.2 Hosting of information takes place in a secure computer centre. The computer centre is ISO-9001 certified and operates in accordance with information security standard BS7799. The servers have direct access to the Internet backbone. The data is sent securely with SSL3.

24.3 Without prejudice to the provisions of Article 6, Pro4all grants Customer the non-exclusive right to use the (web-based) software application. The Customer will always strictly comply with the usage restrictions agreed between the parties. Without prejudice to the other stipulations in these General Terms and Conditions, the Customer's right of use only incorporates the right to execute the web-based software application.

24.4 The software application may only be used by the Customer for the specified number of users or connections for which the right of use has been granted.

24.5 The right of use is not transferable. The Customer is not permitted to sell, lease, sub-license or alienate the (web-based) software application or data carriers on which it is recorded. The source code of the (web-based) software application and the technical documentation produced during the development of the software application will not be made available to the Customer, even if the Customer is prepared to pay a financial consideration for this provision. The Customer acknowledges that the source code has a confidential character and that it contains business secrets of Pro4all.

25. Delivery, installation and acceptance

25.1 Pro4all will deliver the (web-based) software application to the Customer on the agreed type and format of information carriers and, if an installation to be carried out by Pro4all has been agreed in writing, install the software application for the Customer.

25.2 If an acceptance test has been agreed between the parties in writing, the provisions of Articles 23.2 up to and including 23.7 shall apply accordingly. If the parties have not agreed an acceptance test, the Customer shall accept the (web-based) software application in the state in which it is at the time of delivery, therefore with all visible and invisible errors and other defects, without prejudice to the obligations of Pro4all under the guarantee of article 26. In all cases the provisions of article 23.8 apply without prejudice.

25.3 In the absence of an explicitly agreed invoicing schedule, all amounts relating to the provision of the (web-based) software application and the right to use the (web-based) software application are due upon the delivery of the (web-based) software application or, if applicable, where an installation to be carried out by Pro4all has been agreed in writing, upon completion of the installation.

26. Warranty

26.1 In the case of customisation, Pro4all will make every effort within a reasonable period to repair errors in the (web-based) software application in the meaning of article 6.5 if these are reported to Pro4all in writing within a period of three months after delivery, or if an acceptance test has been agreed between parties, within three months following acceptance. Pro4all does not guarantee that the (web-based) software application will work without interruption, errors or other defects or that all errors and other defects will be corrected. The repair will be carried out free of charge, unless the (web-based) software application has been developed by order of the Customer other than for a fixed price, in which case Pro4all will charge the costs of repair according to its usual rates. Pro4all can, in accordance with its usual rates, charge the costs of repair if there are usage errors or injudicious use by the Customer or other causes not attributable to Pro4all or if the errors could have been established when the agreed acceptance test was carried out. Recovery of corrupted or lost data is not covered by the warranty. The warranty obligation lapses if the Customer makes changes to the (web-based) software application or has them made without Pro4all's written permission, which permission will not be withheld on unreasonable grounds.

26.2 Errors will be repaired at a location to be decided by Pro4all. Pro4all is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the (web-based) software application.

26.3 Pro4all has no obligation to repair errors reported after the end of the warranty period referred to in Article 26.1, unless a maintenance agreement has been concluded between the parties that includes such a duty to repair.

27. Maintenance

27.1 If a maintenance agreement has been concluded for the (web-based) software application or if maintenance is included in the user fee for the software application, the

Customer shall report identified errors in the (web-based) software application to Pro4all in detail in accordance with the usual Pro4all procedures. Upon receipt of the report, Pro4all will make every effort to repair errors in the sense of article 6.5 and/or to make improvements in later new versions of the (web-based) software application. Depending on the urgency, the results will be made available to the Customer in the manner and period to be determined by Pro4all. Pro4all is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the (web-based) software application.

27.2 Pro4all does not guarantee that the (web-based) software application will operate without interruption, errors or other defects or that all errors or other defects will be corrected.

27.3 Pro4all can charge the costs of repair according to its usual rates if there are usage errors or injudicious use or other causes not attributable to Pro4all or if the (web-based) software application has been modified by parties other than Pro4all. Recovery of corrupted or lost data is not covered by maintenance.

27.4 If a maintenance agreement is concluded, then when improved versions of the (web-based) software application become available, Pro4all will make these available to the Customer. Three months after making an improved version available, Pro4all is no longer obliged to repair any errors in the old version or to provide support with regard to an old version. Pro4all can require the Customer to enter into a new agreement with Pro4all for the provision of a version with new features and functions and require that a new fee be paid for said provision.

27.5 If the Customer has not entered into a maintenance agreement with Pro4all at the same time as entering into the agreement for the provision of the (web-based) software application, Pro4all cannot be held to enter into a maintenance agreement at a later date.

27.6 In the absence of an expressly agreed invoicing schedule, all amounts relating to maintenance of the (web-based) software application are due before the maintenance period commences.

Processor Agreement Pro4all Cloud Services B.V.

This processor agreement is an addendum to Article 9 of our General Terms and Conditions

9.1 Definitions

Infringement:

breach of security that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorised disclosure of, or unauthorised access to, transmitted, stored or otherwise processed Personal Data;

Personal data:

the personal data within the meaning of the Applicable Law which are processed by Pro4all Cloud Services B.V. for the benefit of the Subscriber under the Agreement;

Process/Processing:

An operation or a set of operations involving personal data or a set of personal data, whether or not carried out via automated processes, such as collecting, recording, organising, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of transmission, dissemination or otherwise making available, aligning or combining, protecting, deleting or destroying data;

Applicable Law:

the applicable laws and regulations in force for the protection of personal data, including the General Data Protection Regulation from May 25, 2018 - Regulation (EU) 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and concerning the free movement of such data and repealing Directive 95/46/EC - (the "AVG") and associated applicable executive regulations.

- 9.2 Pro4all Cloud Services B.V. provides online services to the Subscriber, in accordance with the provisions of the Agreement. The service is described in more detail in the Agreement.
- 9.3 Pro4all Cloud Services B.V. processes Personal Data for the digital processes of the (customers of) the Subscriber. Pro4all Cloud Services B.V. processes Personal Data under contract for, and under the responsibility of, the Subscriber. The Subscriber is regarded as the Controller in the meaning of the Applicable Law and Pro4all Cloud Services B.V. as the Processor in the meaning of the Applicable Law.
- 9.4 The Subscriber provides to Pro4all Cloud Services B.V. the Personal Data of Employees (understood to include potential employees, self-employed persons, volunteers) and Personal Data of Suppliers and Sub-contractors.
- 9.5 In carrying out the work as indicated in the Agreement, Pro4all Cloud Services B.V. will process the following type of Personal Data of Data Subjects in the context of the services to the Subscriber:
- Name
 - Email address
 - Company Name
- and optionally the following data:
- Name, address and location details
 - Contact details (incl. telephone numbers and email addresses)
 - Job function details
- The following data for the company will be recorded in the ERP system for the purposes of registering the subscription and the issuing of invoices:
- Name, Address and location details
 - Contact details (incl. telephone numbers and email addresses)
- 9.6 Pro4all Cloud Services B.V. will process the Personal Data based on instructions (understood to also include the contract as described in the Agreement) of the Subscriber. The Subscriber is responsible for ensuring that his instructions are in compliance with the applicable legislation. During the term of the data processing, the Subscriber shall continue to instruct Pro4all Cloud Services B.V. to process the personal data. Pro4all Cloud Services B.V. will process the Personal Data in a proper and careful manner.
- 9.7 Pro4all Cloud Services B.V. will process the Personal Data if there is a legal obligation for Pro4all Cloud Services B.V. so to do, including the processing that is necessary on the basis of an authorised court order, a

mandate given by a competent authority, an authorised instruction or legitimate request of the relevant competent regulatory body, such as the Dutch Data Protection Authority. Pro4all Cloud Services B.V. will inform the Subscriber without undue delay of an instruction or other communication given by a competent authority (such as the Dutch Data Protection Authority) concerning the Personal Data. Insofar as this legal obligation exceeds the contractual obligations of the processor as determined in the Agreement, and may have consequences for an agreed costs and time schedule, the obligation to perform such processing arises only after the Parties have reached agreement on this.

- 9.8 Pro4all Cloud Services B.V. will only process the personal data in accordance with the obligations arising from the Agreement, including the provision of (aggregated and anonymised) analyses to the Subscriber for improving the quality of the subscriber's digital processes (of customers), and for the use of (aggregated and anonymised) data for its invoicing and performing statistical research into (the quality of) its services. The processor is expressly forbidden to carry out other processing operations.
- 9.9 The Subscriber guarantees that all requirements for the legitimate processing of the personal data entered by the Subscriber have been met, including that the Personal Data have been obtained in a way that complies with the applicable statutory regulations, in particular those arising from the Applicable Law. The Subscriber guarantees to Pro4all Cloud Services B.V. that the content, the use by or on behalf of the Subscriber, and the assigned processing is not unlawful and does not infringe the rights of the Data Subjects.
- 9.10 The Subscriber indemnifies Pro4all Cloud Services B.V. against claims of persons whose personal data are registered or processed in the context of a personal registration held by the Subscriber or for which Subscriber is otherwise responsible under the law, unless Subscriber proves that the facts on which the claim is based are exclusively attributable to Pro4all Cloud Services B.V.
- 9.11 Pro4all Cloud Services B.V. is obliged to keep confidential the Personal Data provided to it by the Subscriber, except insofar as this necessarily follows from the contract as laid down in the Agreement, arises out of an additional written instruction from the Subscriber or from a legal obligation (including where processing is necessary on the basis of an authorised court order, a mandate given by a competent authority, an authorised instruction or legitimate request of the relevant supervisory body, such as the Dutch Data Protection Authority) or the prior written consent for this is obtained from the Subscriber.
- 9.12 Pro4all Cloud Services B.V. will ensure that everyone who acts under its authority is obliged to keep confidential the Personal Data of which he/she is aware in accordance with the provisions of the previous paragraph.
- 9.13 Pro4all Cloud Services B.V. is entitled to assign subscriber access codes or identification codes. Pro4all Cloud Services B.V. is entitled to change assigned access codes or identification codes. The Subscriber will handle the access codes and identification codes confidentially and with care and will only make them known to authorised staff members in a personalised way. Pro4all Cloud Services B.V. is not liable for damages or costs resulting from the use or misuse of access or identification codes.
- 9.14 Pro4all Cloud Services B.V. shall, if this is reasonably within its sphere of influence, and taking into account the nature of the Processing, by means of appropriate technical and organisational measures, as far as possible, assist the Subscriber in fulfilling his statutory duties under the Applicable Law. Pro4all Cloud Services B.V. is entitled to charge the reasonable costs involved in this to the Subscriber.
- 9.15 Pro4all Cloud Services B.V. shall take appropriate technical and organisational security measures, which, in view of the current state of technology and the associated costs, correspond to the known nature of the Personal Data and the contract under which the data are processed, for the protection of the Personal Data against loss or unlawful processing, as referred to in Article 13 of the Dutch Data Protection Act and Article 32 of the GDPR respectively.
- 9.16 The Subscriber has the right to perform Audits under the conditions as stated in this Article. If the Subscriber makes a request for an Audit to be performed in accordance with the conditions of this Article, Pro4all Cloud Services B.V. will make

available for an Audit those locations where Personal Data is processed on behalf of the Subscriber. Pro4all Cloud Services B.V. will provide all cooperation and information that the Subscriber reasonably needs for the Audit. Such an Audit will be performed by an independent third party to be selected by the Subscriber, in consultation with Pro4all Cloud Services B.V. This party will at least be qualified as an independent expert auditor who is certified to check compliancy with the Applicable Law. The auditor must be prepared to sign a confidentiality agreement in this respect prior to the investigation. The Audit (including the documentation and other information to which Audit extends) and the results thereof will be treated confidentially by the Subscriber and the external party. The Subscriber shall provide Pro4all Cloud Services B.V. with a complete and unmodified copy of the investigation results as soon as possible in a form that is readable and permanent for Pro4all Cloud Services B.V. insofar as the investigation results relate to Pro4all Cloud Services B.V. (and its possible sub-processors). The Audit and the results may only be revealed to a third party with the prior permission of Pro4all Cloud Services B.V., which permission will not be withheld on unreasonable grounds. The (internal and external) costs of the Audit are for the account of the Subscriber, unless the Audit shows that Pro4all Cloud Services B.V. is failing or has failed materially in the fulfilment of its obligations included in this Article. Before the start of an Audit, the parties will agree on what the scope, schedule and duration of the Audit will be and also determine what the hourly rate of Pro4all Cloud Services B.V. and its Sub-processors will be for the support provided. The Subscriber is not permitted to request an on-site Audit if Pro4all Cloud Services B.V. can submit a recent internal or external Audit report, which covers the same locations for which the Subscriber requests an Audit, unless the Subscriber demonstrates that such an internal or external audit report does not meet the requirements as stated in the Applicable Law.

- 9.17 If a Data Leak occurs in respect of Personal Data that is processed by Pro4all Cloud Services B.V. or the Sub-processors it uses, Pro4all Cloud Services B.V. will notify the Subscriber without undue delay, and in any case within 48 hours, after becoming aware thereof. Pro4all Cloud Services B.V. will provide the Subscriber with all reasonably necessary information as stated in the Applicable Law to enable the Subscriber to report this on time, correctly and completely to the competent regulator(s), (such as the Dutch Data Protection Authority) and the relevant Data Subjects. If any new relevant developments occur after the notification to the Subscriber as referred to in this Article, including the measures that Pro4all Cloud Services B.V. (including: its Sub-processor) takes to limit the consequences of the incident and prevent a repetition, then Pro4all Cloud Services B.V. will immediately inform the Subscriber thereof.
- 9.18 Pro4all Cloud Services B.V. will, where necessary, assist the Subscriber in adequately informing the regulator(s) and Data subjects about the relevant security incident in accordance with the relevant provisions of the Applicable Law. Without prejudice to the provisions of Article 9.11, the Parties shall observe strict confidentiality with regard to any Infringements and the Parties will only report Infringements to the competent regulator(s) and any data subject(s) concerned in accordance with the provisions of the Applicable Law.
- 9.19 The Subscriber hereby authorises Pro4all Cloud Services B.V., in a general sense, to use the services of sub-processors as specified on the website of Pro4all Cloud Services B.V. within the framework of the Agreement. <https://www.pro4all.nl/veiligheid>
- 9.20 The Subscriber hereby authorises Pro4all Cloud Services B.V., in a general sense, to use the services of sub-processors within the European Economic Area as well as sub-processors located in countries that the European Commission has determined offer an adequate level of protection. If Pro4all Cloud Services B.V. wishes to make use of the services of sub-processors located in a country that does not offer an adequate level of protection as referred to above, Pro4all Cloud Services B.V. must first receive prior written permission from the Subscriber, which permission the Subscriber will not withhold on unreasonable grounds. The Subscriber will not withhold consent if the sub-processor is on the list of active certified Privacy Shield organisations that have to comply with the Privacy Shield principles.
- 9.21 Before replacing a sub-processor or engaging a new sub-processor, Pro4all Cloud Services B.V. will ensure that the overview on <https://www.pro4all.nl/veiligheid> is updated. The Subscriber will make sure to periodically consult <https://www.pro4all.nl/veiligheid>. If the Subscriber cannot, on reasonable grounds, agree with the

proposed change or addition of a certain sub-processor, the Subscriber is allowed to object. Within a period of 4 weeks, Pro4all Cloud Services B.V. is allowed to offer an alternative in order to continue the relevant service. If Pro4all Cloud Services B.V. offers no alternative, then the Subscriber is allowed to terminate the Agreement, without Pro4all Cloud Services B.V. being obliged to pay damages to Subscriber due to the termination. Pro4all Cloud Services B.V. will impose the same obligations on the sub-processors it engages as those which apply to Pro4all Cloud Services B.V. flowing from this Article 9.

- 9.22 Upon expiry or interim termination of the Processing Agreement, Pro4all Cloud Services B.V. will transfer all Personal Data to the Subscriber within a reasonable period of time, and/or at the request of Subscriber will destroy or delete all personal data including all (copies of) electronically recorded personal data and confirm in writing to the Subscriber that all personal data have been destroyed or deleted. If Pro4all Cloud Services B.V. has the legal obligation to continue to process, it will comply with the Subscriber's request insofar as this is permitted under the Applicable Law.

Pro4all Cloud Services B.V. established in Houttuinlaan 14, 3447 GM Woerden.

Registered in the trade register of the Chamber of Commerce under number: 30175404.

Legally represented by:

D.H.J. van der Woude
CEO Pro4all Cloud Services B.V.
03-05-2018