Pro4all | General Terms and Conditions
March 2024

These are the General Terms and Conditions of **Pro4all Cloud Services B.V.,** established at Houttuinlaan 14, 3447 GM in Woerden and registered with the Chamber of Commerce under registration number 30175404, trading under the name of and hereinafter referred to as "**Pro4all**".

These General Terms and Conditions apply to any agreement entered into between Pro4All and the natural persons or legal entities acting in the performance of a profession or business, who purchase services and/or goods from Pro4All (hereinafter: "**Client**") and are divided into several modules. Module A contains general provisions that apply to every agreement. The provisions in the other modules apply as described below.

Module A - The general provisions that apply to any agreement, irrespective of the services and/or goods purchased, entered into with Pro4All.

Module B - Additional provisions for the purchase of Pro4all's services by the Client.

Module C - Additional rules regarding the development and delivery of (web-based) software applications.

Module D - Additional rules regarding the use and maintenance of (web-based) software applications.

Module E - The processor agreement between Pro4all and the Client.

The General Terms and Conditions contain important information for you as our Client, and you are asked to please read them carefully. We also recommend that you save or print these terms and conditions so you can read them again at a later date.

Module A: General

Article 1.   Definitions
Capitalised terms used in the Service Level Agreement, both in the singular and in the plural are defined as stated below.

1.1.   **Agreement:** agreement between Pro4all and Client pursuant to which Pro4all shall provide the Service and/or hardware to the Client, of which the General Terms and Conditions shall constitute an integral part.

1.2.	**Client:** the natural or legal person exercising a profession or pursuing a business, with whom Pro4all concludes the Agreement.
1.3.	**Customer Data**: all data stored by Client or its End Users on the systems used for the delivery of the Goods and/or Service(s).
1.4.	**End User:** staff/employees of the Client, natural or legal person who uses the Service or the delivered Good provided by Pro4all for the benefit of the Client.
1.5.	**General terms and conditions:** these general terms and conditions.
1.6.	**Goods:** all goods delivered under the Agreement.
1.7.	**Intellectual Property Rights:** all rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.
1.8.	**Materials:** all Websites, (web) applications, data files, equipment, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, not being Customer Data, as well as preparatory materials thereof and the data carriers on which these materials are stored.
1.9.	**Offer:** a written offer by Pro4all.
1.10.	**Party/parties:** Pro4all and Client together or separately.
1.11.	**Pro4all:** i.e. "supplier", Pro4all Cloud Services B.V. established at Houttuinlaan 14, 3447 GM in Woerden and registered with the Chamber of Commerce under number 30175404.
1.12.	**Service(s):** services as described in and provided under the Agreement, including but not limited to the provision of consultancy services (including data analysis), the provision of training and courses, support in the use of the digital tools, secondment, the facilitation of hosting services, the design, development, implementation or management of software applications, Websites or information systems and services related to networks.
1.13.	**Website:** Pro4all's website, accessible at https://www. pro4all.nl, and all related subdomains.
1.14.	**Written/In Writing:** in these General Terms and Conditions, written/in writing also includes communication by e-mail provided that the identity of the sender and integrity of the content has been sufficiently established.

Article 2.   Applicability

2.1.	These General Terms and Conditions apply to any negotiation, Offer and Agreement between Pro4all and the Client, Pro4all insofar as the Parties have not expressly deviated from these terms and conditions in writing.
2.2.	The applicability of terms and conditions of purchase or other terms and conditions of the Client is explicitly rejected.
2.3.	Pro4all is at all times entitled to amend these General Terms and Conditions and shall notify the Client in writing of any amendments. The amended General Terms and Conditions shall enter into force one month after their date of publication. If the Client does not agree with the amended General Terms and Conditions, the Client is entitled to terminate the Agreement as of the date on which the amended General Terms and Conditions become effective, until the date when they become effective.
2.4.	The administration of Pro4all is decisive, subject to evidence to the contrary from the Client.
2.5.	In the event of any discrepancy between different documents, the following order of precedence shall apply:

1. additional Written and signed agreements;
2. processing agreement;

3. service level agreement;
4. General Terms and Conditions.

2.6. In the event of any discrepancy between different modules of these General Terms and Conditions, the provisions contained in the most specifically applicable module shall always prevail with regard to the Goods or Services concerned. The Module F - Personal Data shall always take precedence over the other modules in the event of any conflict.

Article 3. Conclusion of the Agreement

3.1. All Pro4all Offers are without obligation and valid for 30 days, unless otherwise indicated in the tender. Pro4all is not obliged to accept an acceptance after this period has expired; however, if Pro4all does so, the Offer or the quotation shall be deemed to have been accepted.

3.2. Pro4all may terminate negotiations on the conclusion at any time, without being obliged to pay compensation for costs incurred or losses suffered by the Client.

3.3. Pro4all shall only be bound by a deviating acceptance (whether or not on minor points) of a Pro4all offer by a potential Client if Pro4all expressly accepts the deviating acceptance in writing.

3.4. The Agreement is concluded by the Written acceptance by the Client of the Pro4all Offer or any other offer and the subsequent confirmation, whether or not automatically generated, by Pro4all.

3.5. (Delivery) times provided by Pro4all are indicative and do not apply as strict deadlines (in Dutch: 'fatale termijnen'), unless otherwise indicated in the Agreement. Delay in the delivery of software or equipment can never give rise to compensation or dissolution of the contract.

3.6. If any of these General Terms and Conditions are void or voided, the other conditions of these General Terms and Conditions shall remain in full force. The parties shall replace the void or voided provisions by new provisions, with due allowance for, where possible, the objective and purport of the void or voided provision.

3.7. Pro4all may transfer its rights and obligations arising from an Agreement to another legal entity upon transfer of (part of) its business. The Client may not transfer the rights and obligations resulting from a Contract and/or these General Terms and Conditions to third parties without the consent of Pro4all. Pro4all will not withhold its permission on unreasonable grounds.

3.8. Third party products and/or services may be part of the Goods and Services. If that is the case, the (general) terms and conditions of the third party in question apply to (the use of) those products and/or services, replacing the deviating terms and conditions in these General Terms and Conditions. The Client can consult and download all additional conditions through the overview of additional conditions, which can be found at www.pro4all.nl.

Article 4. Term and termination of the Agreement

4.1. An Agreement is entered into for the term stipulated in the Agreement and, after the first term has expired, is always tacitly renewed for the same term, unless one of the Parties terminates the Agreement digitally (via https://www.pro4all.com/terminations/) at least one (1) month before the expiry of the agreed term.

4.2. A one-off Agreement shall continue for the duration of the completion of the Agreement.

4.3. The Agreement cannot be terminated prematurely unless otherwise provided for in these General Terms and Conditions.

4.4. Pro4all may immediately suspend or terminate all or part of the Agreement in writing without notice of default if the Client is granted a suspension of payments, whether provisional or not, if a petition for bankruptcy is filed with regard to the Client or if the Client's business is wound up or terminated other than for the purposes of reconstruction or merger of companies.

4.5. If Client is in default with regard to an essential obligation in respect of Pro4all, Pro4all is entitled to suspend or terminate the Agreement.

4.6. The application of Book 6, Section 271 et seq. of the Civil Code is explicitly excluded.

Article 5. Price and payment

5.1. The price payable by Client shall be based on the rates stated in the Agreement. All rates and prices are exclusive of VAT and any other government levies.

5.2. All prices in any offer or quotation and on the Pro4all Website are subject to programming and typing errors. In case of any inconsistency between the Website and the Agreement, the Agreement shall prevail at all times.

5.3. If a price in an Offer or quotation is based on information provided by the Client and this information turns out to be incorrect, Pro4all shall be entitled to adjust the prices accordingly, even after the Agreement has already been concluded.

5.4. Pro4all is entitled to index rates and prices annually, at the beginning of the calendar year, on the basis of the consumer price index as determined by the CBS (Central Statistical Office).

5.5. In addition, prices may be increased at any time by Pro4all in the interim if its suppliers' rates of, for example, power, data centre, software and (public) cloud solutions increase, without the possibility for the Client to terminate the Agreement.

5.6. Paragraphs 4 and 5 of this article make an exception to the Client's right to terminate the Agreement in the event of a price increase. If Pro4all wishes to reduce the applicable prices and rates, Pro4all shall be entitled to implement this reduction immediately, without the possibility of termination by the Client.

5.7. In addition to the cases referred to in paragraphs 4 and 5 of this article, Pro4all shall be entitled to raise the prices applied in this Agreement at any time. Pro4all shall notify Client of this at least two months in advance. In the event of such a price increase, the Client shall be entitled to terminate the Agreement, subject to one month's notice.

5.8. All invoices shall be paid by the Client in accordance with the payment conditions stated on the invoice. In the absence of such payment conditions, the Client shall pay within 30 days of the invoice date. The Client is not entitled to suspend or set off any payment.

5.9. If the Client fails to pay the amounts due on time, the Client shall owe the statutory interest on the outstanding amount, without any reminder or notice of default being required. Pro4all may pass on the claim, in which case the Client shall be required to pay all judicial and extrajudicial costs in addition to the amount due and statutory interest, including costs charged by external experts in addition to the costs established by law in connection with the collection of the claim. These costs shall be borne by the Client without notice of default being required.

5.10. Travel, parking, accommodation and other expenses are not included in the prices and can be charged additionally.

Article 6. Suspension

6.1. If the Client fails to properly fulfil its payment obligation, the Client shall, without prior notice of default, be in default, as a result of which Pro4all's obligations to fulfil its own obligations may be automatically and immediately suspended, without any liability arising on the part of Pro4all, until the Client has paid in full any amounts due by Pro4all, including any interest and costs.

Article 7.   Retention of title

7.1.   All goods delivered to the Client and Intellectual Property Rights (insofar as any transfer thereof has been explicitly agreed upon in writing through a separate agreement) shall remain the property of Pro4all until all amounts owed by the Client for the goods delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts referred to in Article 5.4 of the General Terms and Conditions, have been paid to Pro4all in full..

7.2.   The risk of loss or theft of or damage to goods, products, the software application or data that are the subject of the Agreement shall pass to the Client at the time when they are placed at the actual disposal of the Client or an assistant of the Client.

Article 8.   Intellectual Property Rights

8.1.   All Intellectual Property Rights on all software applications, Websites, data files, equipment or other Materials such as analyses, designs, documentation, reports, offers, as well as preparatory material thereof developed or provided by Pro4all under the Agreement are exclusively vested in Pro4all or its licensors.

8.2.   The Client shall only acquire the non-exclusive, non-transferable and non-sublicensable rights of use expressly granted in these General Terms and Conditions and by law. Any other or further right of the Client to reproduce, publish or distribute those software applications, websites, data files or other Materials is excluded.

8.3.   The Client is not allowed to remove or change any indication regarding the confidential nature or regarding copyrights, brands, trade names or other rights of intellectual or industrial property from the software applications, Websites, Goods or Materials delivered by Pro4all.

8.4.   Pro4all is allowed to take technical measures to protect the software application, the Good or the Material or in view of agreed restrictions in the duration of the right to use the software application, the Good or the Material. The Client is not allowed to remove or circumvent such technical measure.

8.5.   The Client is not allowed to retrieve the source code through decompilation and the Client is not entitled to inspect the source code unless this has been specifically agreed between Parties or if mandatory law prescribes this.

8.6.   If Pro4all has incorporated open source software in the Materials developed by Pro4all exclusively for the Client, Pro4all shall indicate which open source licences apply to them. The Client shall comply with these open source licences.

8.7.   It is permitted to use the (company) name, logo and general description of the Client for the purpose of its own promotion and/or publicity after obtaining the explicit permission of the Client.

8.8.   The Client Data that the Client stores or processes through the Services is and remains the property of the Client (or its End Users). Control of the Client Data is then vested at all times with the Client (or its End Users). Pro4all has a limited right of use to use the Client Data for the delivery of the Service(s) and/or Goods, including future aspects thereof.

Article 9.   Client obligations

9.1.   The Client shall always provide Pro4all in good time with all useful and necessary information for the proper performance of the Agreement and render all cooperation, including providing access to its premises.

9.2.   The Client bears the risk of the selection, use and application in its organisation of the delivered Goods, software applications, 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 an adequate system management.

9.3.   If the Client does not provide Pro4all with the data, Goods, Materials, software applications or employees necessary for the performance of the Agreement, or does not do so on time or in accordance with the arrangements made, or if the Client fails to fulfil its obligations in any other way, Pro4all shall be entitled to suspend performance of the Agreement in whole or in part and shall be entitled to charge the resulting costs at its usual rates, without prejudice to Pro4all's right to exercise any other legal right.

9.4.   If Pro4all employees perform work on the Client's premises, the Client shall ensure at no cost that the work area and facilities meet all applicable requirements and regulations regarding working conditions. The Client shall indemnify Pro4all against any claims from third parties, including Pro4all employees, who suffer damage with respect to the performance of the Agreement as a result of acts or omissions by Client or unsafe situations in its organisation.

Article 10.   Liability on the part of Pro4all and indemnification

10.1.   Pro4all's total liability for imputable failure to perform the Agreement shall be limited to compensation for direct loss up to the amount of the price stipulated for that Agreement (excluding VAT). If the Agreement is mainly a continuing-performance contract with a term of more than one year, the price stipulated for the Agreement shall be set at the total of the fees (excluding VAT) stipulated for one year.

10.2.   Pro4all's liability for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims by the Client's customers, mutilation or loss of data, damage relating to the use of third-party goods, Materials or software prescribed by the Client to Pro4all, damage relating to the use of suppliers or subcontractors prescribed by the Client to Pro4all and all forms of damage other than those referred to in Article 10.1 and Article 10.2 of these General Terms and Conditions, shall be excluded.

10.3.   Pro4all's liability for an attributable failure in the performance of an Agreement shall in all cases only arise if the Client gives Pro4all immediate and proper notice of default in writing, setting a reasonable time limit for remedying the failure, and Pro4all continues to be in attributable breach of contract even after this time limit. The notice of default must contain a complete and detailed description of the failure to enable Pro4all to respond adequately.

10.4.   The creation of any right to compensation is at all times subject to the condition that the Client notifies the damage in writing to Pro4all within a period of thirty (30) days after its discovery.

10.5.   The Client shall indemnify Pro4all against all third-party claims for product liability as a consequence of a defect in a product or system delivered by the Client to a third party and which partly consisted of equipment, software applications or other Materials delivered by Pro4all.

10.6.   The provisions of this Article shall also apply in favour of all persons or legal entities engaged by Pro4all for the performance of the Agreement.

10.7.   Any limitation or exclusion of liability included in the Agreement or the General Terms and Conditions does not apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of Pro4all or in the case of damage caused by death or serious physical injury.

10.8.   Each of the Parties guarantees that confidentiality shall be observed with regard to all of the information received from the other Party that is known to be or should be known to be confidential in nature, unless a legal obligation mandates disclosure of that information. The Party receiving the confidential information shall use it only for the purpose for which it was provided. Information shall in any case be considered confidential if it is designated as such by one of the Parties.

Article 11.	Force majeure
11.1.	Neither Party is obliged to fulfil any obligation if impeded from doing so as a result of force majeure. Force majeure includes war or danger of war, riots, strikes, acts of war, fire, water damage, floods, atmospheric conditions, prolonged power cuts, adjustments or maintenance to telecommunications and/or electricity networks of suppliers, force majeure of suppliers of Pro4all, failure to properly fulfil obligations of suppliers prescribed to Pro4all by the Client as well as defectiveness of third-party items, Materials, software applications, the use of which has been prescribed to Pro4all by the Client.
11.2.	If a situation of force majeure has continued longer than ninety days, the Parties shall be entitled to give written notice of termination of the Agreement. has Any performance already made pursuant to the Agreement shall in that case be settled proportionately, without the Parties being due anything else in respect of each other.

Article 12.	Support
12.1.	Pro4all provides support in the delivery of the Service(s) and/or Goods as stated in the Agreement, possibly supplemented by a service level agreement.
12.2.	Pro4all may impose restrictions on the use of the offered forms of support. In addition, Pro4all is free to determine and/or change the availability and response times of the support, unless otherwise agreed.
12.3.	Further and additional agreements about (deviating) availability of (telephone) support and response times will, if agreed by the Parties, be laid down in a service level agreement.

Article 13.	Back-up
13.1.	Only if explicitly agreed in the Agreement or service level agreement, Pro4all shall regularly make back-up copies of Customer data stored on Pro4all systems by the Client and provide them to the Client upon request, possibly at a charge, in accordance with the arrangements laid down in the relevant Agreement or service level agreement.
13.2.	Backup copies may be destroyed at any time after termination or dissolution of the Agreement. It is the Client's responsibility to request a backup copy of the Customer Data upon termination or dissolution in accordance with Article 15.

Article 14.	Personal data
14.1.	Pro4all processes personal data in accordance with the privacy statement published on the Website and the processing agreement concluded between the Parties, which can be found in Module F of this document.

Article 15.	Exit scheme
15.1.	Pro4all shall, in the event of a legally valid termination of the Agreement and in accordance with the Agreement, at the request of the Client, the request of which must have been submitted before or at the time of the termination, make every effort to cooperate in order to enable the transfer of Customer data to another service provider. The foregoing is at all times limited to the possibilities as offered by Pro4all and only applies if the Client has fulfilled all its obligations under the Agreement.
15.2.	For the cooperation referred to in the previous paragraph, Pro4all shall apply its currently applicable rate for the Client. All costs of the transfer to another service provider shall be borne by the Client.

Article 16.	Applicable law and choice of forum
16.1.	These General Terms and Conditions and all Agreements, Offers and other documents covered by them are governed by Dutch law. All disputes arising between the Parties

shall be settled by the competent court in the district where Pro4all has its registered office.

Module B: Services

Article 17. Applicability

17.1. The provisions set out in this chapter "Services" apply, in addition to the general provisions of these General Terms and Conditions, when Pro4all provides Services, such as advice, feasibility studies, consultancy, education, courses, training, support, secondment, hosting, the design, development, implementation or management of software applications, Websites or information systems and services related to networks. These provisions do not affect the provisions contained in these General Terms and Conditions regarding specific Services, such as the development of software application and maintenance.

Article 18. Implementation

18.1. Pro4all shall make every effort to perform the Services with due care, with due diligence and craftsmanship and, where appropriate, in accordance with the arrangements and procedures set down in writing with the Client. All Pro4all Services are performed on the basis of a best-effort obligation, unless and to the extent that Pro4all has expressly promised a result in the Written Agreement and the result in question has also been described with sufficient definition.

18.2. Pro4all shall be entitled to engage third parties for the performance of the Agreement. Any related costs shall only be borne by the Client if agreed beforehand.

18.3. If the employees of Pro4all or third parties engaged by Pro4all perform work at the office of the Client or at a location designated by the Client, the Client shall provide all reasonable support and facilities required for this purpose free of charge.

18.4. If the execution of an order forms part of the Agreement and the order is given for execution of that order by a particular person, Pro4all may also have the order executed under its responsibility by another person.

18.5. If it has been agreed that the services will be provided in phases, Pro4all shall be entitled to postpone the start of the Services belonging to a phase until the Client has approved in writing the results of the preceding phase.

18.6. Pro4all is not at all liable for loss, change or damage of data by the use of the service, including (e-mail) messages sent via the Pro4all network.

18.7. If a Service Agreement is entered into with a view to performance by a particular person, Pro4all is always entitled, after consultation with Client, to replace this person with one or more other persons with the same qualifications.

18.8. In the absence of an explicitly agreed invoicing schedule, all amounts relating to Services provided by Pro4all shall be due once a calendar month in arrears in accordance with the provisions of Article 5.8.

Article 19. Modification and additional work

19.1. If Pro4all, at the request or with the prior consent of the Client, has carried out any work or performed any other work beyond the content or scope of the agreed service, this work shall be characterised as additional work and shall be paid for by the Client in accordance with Pro4all's usual rates. Additional work is also involved if a system analysis, design or specifications are extended or changed.

19.2. The Client accepts that work or performance as referred to in paragraph 1 of this article may affect the agreed or expected time of completion of the services and the mutual

responsibilities of the Client and Pro4all. The fact that (the demand for) additional work arises during the performance of the Agreement shall never be a ground for dissolution or termination of the Agreement by the Client.

19.3. To the extent that a fixed price has been agreed for the services, Pro4all shall, upon request, inform the Client in writing in advance of the financial consequences of such additional work or performance.

19.4. Pro4all does not need any permission for additional work which, as Pro4all can demonstrate, is reasonably necessary for the provision of the Services, or which reasonably follows from the instructions of the Client. Such work shall be performed on the basis of subsequent calculation at Pro4all's hourly rate applicable at the time of performance of the work. Other costs incurred may also be charged. Pro4all has the right to refuse a request for additional work.

Article 20.   Rules of use

20.1. The Client guarantees that the Services will not be used for any activity that is in violation of any applicable law or regulation. In addition, it is expressly not allowed (whether lawful or not) to offer or distribute through the Services any Materials that:

a. contain malicious content (such as malware or other harmful software);
b. infringe third-party rights (such as Intellectual Property Rights), or are manifestly libellous, defamatory, abusive, discriminatory or stir up hatred;
c. contain information on or assist in violating the rights of third parties, such as hacking tools or explanations of computer crime that are intended to induce the reader to commit criminal acts and not intended to be able to defend themselves against them;
d. violate the privacy of third parties, including but not limited to the dissemination of personal data of third parties without consent or necessity;
e. contain hyperlinks, torrents or references to (sources of) Materials that infringe copyrights or other Intellectual Property Rights; or
f. contain child pornography, bestiality pornography or any animated form thereof or are manifestly intended to assist others in finding such Materials.

20.2. The Client is only permitted to distribute (unsolicited) commercial, charitable or idealistic communications through the Services in compliance with the applicable laws and regulations.

20.3. The Client shall refrain from hindering other customers or internet users or causing damage to systems or networks of Pro4all or other customers. The Client is not allowed to start up processes or programmes, whether or not through the systems of Pro4all, of which the Client knows or can reasonably suspect that this will hinder or damage Pro4all, its customers or Internet users.

20.4. If Pro4all establishes that the Client has violated Article 20.1, Pro4all is entitled to take measures to end such violation. Such measures may include suspension or termination of the Agreement or the relevant Service(s) and/or Goods.

20.5. If in the opinion of Pro4all any hindrance, damage or other danger is caused to the functioning of the cash-register systems or the network of Pro4all or third parties and/or the services through the Internet, in particular by excessive transmission of e-mail or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Pro4all is entitled to take all measures which it reasonably considers necessary to avert or prevent this danger. Pro4all may recover the costs reasonably incurred in taking these measures from the Client.

20.6. Pro4all shall be entitled to recover from the Client any damage it suffers and any costs it incurs as a result of the Client violating Article 20.4.

20.7.   Pro4all shall never be obliged to compensate any damage on the part of the Client as a result of taking measures as described in Article 20.4.

Article 21.   Notice-and-take down

21.1.   If Pro4all finds that unlawful Materials are stored or distributed through the use of the Services, or unlawful actions are conducted through the use of the Services and/or Goods otherwise or in conflict with the Agreement, Pro4all will be entitled to remove the Materials concerned, without having to make a back-up. Pro4all shall apply all commercially reasonable efforts not to affect any other Materials and shall inform the Client as soon as possible of the measures taken.

21.2.   Pro4all is entitled to hand over the name, address and other identifying data of the Client to a third party who complains that the Client is infringing its rights, provided the applicable jurisprudential requirements are met.

21.3.   In the event of possibly punishable Materials, Pro4all is entitled to report this. Pro4all may hereby hand over the data and all relevant information concerning the Client and third parties (including Client's customers) to the competent authorities and perform all other actions which these authorities request Pro4all to perform as part of the investigation.

21.4.   Pro4all shall never be liable for damage of any kind suffered by the Client or his customers as a result of the discontinuation of the Service or as a result of the deletion of the data or the provision of personal data.

21.5.   The Client shall indemnify Pro4all and keep Pro4all indemnified against any form of claim, charge or lawsuit from a third party relating to (the content of) the data traffic or the data placed on or distributed through the Service by the Client, the customers of the Client and/or other third parties.

Article 22.   Consultancy services

22.1.   With regard to the Materials delivered by Pro4all under the Agreement under advisory services (hereinafter: "**Consultancy Materials**"), the Client only obtains the non-exclusive, non-transferable and non-sublicensable rights and powers which result from the scope of the Agreement or which are further granted.

22.2.   Pro4all shall make every effort to ensure that all Consultancy Materials provided as part of the Agreement are up to date and accurate, but does not accept any risk for any use that the Client may wish to make of them.

22.3.   Consultancy Materials shall only be used by the Client for its own use and the agreed purpose, unless otherwise agreed. More specifically, the Client shall only use the Consultancy Materials prepared by Pro4all for the purposes specified in the Agreement. In the event of an infringement of this provision, Pro4all shall be entitled to charge the standard rate applied by Pro4all for the relevant use of the Consultancy Materials with a surcharge of fifty percent (50%) for the unauthorised use by the Client, without prejudice to Pro4all's right to claim (additional) compensation. Moreover, Pro4all shall in that case be entitled to withdraw the user licence with regard to the Consultancy Materials.

22.4.   Pro4all shall provide Consultancy Materials consisting of reports, data overviews or records if this is a standard part of the Service provided or if the Parties have agreed this in writing.

22.5.   The form and frequency of the aforementioned reports, data overviews or records shall be laid down in the Agreement.

22.6.   Pro4all cannot guarantee that any (computerised) Consultancy Materials delivered under this Agreement are completely free of errors.

Article 23.　　Training

23.1.　　This Article 23 applies if the Client purchases Services from Pro4all in the field of education, training, workshops, seminars and so on. To the extent that Pro4all's services consist of the provision of such Services, Pro4all may at all times demand payment in advance.

23.2.　　Unless training takes place at a location designated by Pro4all, the Client shall ensure the availability of a suitable room and the presence of the facilities required for the training.

23.3.　　The Client should, with the help of the information provided by Pro4all, check whether the level of participants matches the training.

23.4.　　Unless it is a training course developed for a specific Client, Pro4all reserves the right to change the location of training courses or to combine or merge training courses.

23.5.　　Cancellation of the training course or absence of participants will in no case result in an obligation for Pro4all to refund the amount agreed for the training course.

23.6.　　Documentation and training material is not included in the training, unless otherwise agreed.

Module C: Development and delivery of (web-based) software applications

Article 24.　　Applicability

24.1.　　The provisions set forth in this Chapter "Development and delivery of (web-based) software applications" apply, in addition to the general provisions of these General Terms and Conditions and the special provisions in the Chapter "Services", to the (web-based) software applications developed and delivered by Pro4all, as well as to specific (custom) (web-based) software applications developed by Pro4all on the Client's behalf. The chapter "Use and maintenance of software application" also applies to these (web-based) software applications, except insofar as this chapter contains any provisions that indicate the contrary. Where this chapter mentions (web-based) software applications, this also includes websites.

Article 25.　　Software application development

25.1.　　If, upon entering into the Agreement, specifications or a design of the (web-based) software application to be developed were not already supplied to Pro4all, the Parties shall in consultation specify in writing which (web-based) software application will be developed and the manner in which this will be done. Pro4all shall implement the development with due care on the basis of the information to be provided by the Client, the accuracy, completeness and consistency of which shall be guaranteed by the Client.

25.2.　　Pro4all is entitled, yet not obliged, to investigate the accuracy, completeness or consistency of the data, specifications or designs provided to it and, if any imperfections are found, to suspend the agreed work until the Client has removed the imperfections concerned.

Article 26.　　Delivery, installation and acceptance

26.1.　　Pro4all shall deliver and install the (web-based) software application to be developed to the Client where possible in accordance with the specifications laid down in writing, the latter only if installation by Pro4all has been agreed in writing. Unless explicitly agreed otherwise, Pro4all is not obliged to carry out data conversion.

26.2.   Pro4all shall deliver the (web-based) software applications on the agreed sort and format of data carriers to the Client and, if installation by Pro4all has been agreed in writing, shall install the software application at Client's premises.

26.3.   If an acceptance test has been agreed between the Parties, the test period shall be fourteen (14) days after delivery or, if installation by Pro4all has been agreed in writing, after completion of the installation. During the test period, the Client is not permitted to use the (web-based) software application for productive or operational purposes. Pro4all may always, i.e. also if this has not been explicitly agreed, demand that the Client performs a proper test of sufficient scope and depth with sufficiently qualified personnel on the (preliminary) results of the development work and that the test results are reported to Pro4all in writing and in a clear and comprehensible manner.

26.4.   If the Parties have not agreed on an acceptance test, the Client shall accept the (web-based) software application in the condition it is in at the time of delivery, i.e. with all visible errors and other defects, without prejudice to Pro4all's obligations pursuant to the warranty contained in Article 29.

26.5.   The software application shall be deemed to have been accepted by the Parties: (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 26.3 before the end of the test period: at the time that the errors referred to in Article 26.6 have been rectified(, without prejudice to the presence of imperfections which, according to Article 26.8 do not prevent acceptance. In deviation from this, the (web-based) software application, if used by the Client for any productive or operational purposes before the moment of explicit acceptance, will be considered fully accepted from the start of such use.

26.6.   If, during the performance of the agreed acceptance test, it becomes apparent that the software application contains errors which impede the progress of the acceptance test, the Client shall inform Pro4all of this in writing in detail, in which case the test period shall be interrupted until the software application has been modified in such a way that this impediment is removed.

26.7.   Acceptance of the software application may not be withheld on any grounds other than those relating to the expressly agreed specifications between the Parties and furthermore not on account of the existence of minor errors, i.e. errors which do not reasonably prevent the (web-based) software application from being put into operation or used productively, without prejudice to Pro4all's obligation to rectify these minor errors under the warranty scheme of Article 29, if applicable. Acceptance may furthermore not be withheld with regard to aspects of the (web-based) software application which can only be judged subjectively, such as (but not limited to) the design of user interfaces.

26.8.   If the (web-based) software application is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part will not affect possible acceptance of an earlier phase and/or another part.

26.9.   Acceptance of the (web-based) software application in one of the ways referred to in Article 26.3 shall result in Pro4all being fully discharged for the fulfilment of its obligations regarding the development and provision of the software application and, if installation by Pro4all has also been agreed, of its obligations regarding the installation of the software application. Acceptance of the software application does not affect the Client's rights under Article 26.4 regarding minor defects and Article 29 regarding warranty.

26.10. In the absence of an explicitly agreed invoicing schedule, all amounts pertaining to the development of the (web-based) software application are due upon delivery of the

(web-based) software application or, if installation by Pro4all has also been agreed in writing, upon completion of the installation.

Module D: Use and maintenance of (web-based) software applications

Article 27.   Applicability

27.1.   The provisions set forth in this chapter "Use and Maintenance of (web-based) software applications" apply, in addition to the general provisions of these General Terms and Conditions and the special provisions in the chapter "Services", to the (web-based) software application developed and delivered by Pro4all, as well as the specific (web-based) software applications developed by Pro4all on the Client's behalf.

27.2.   Article 26 shall apply mutatis mutandis to this module.

Article 28.   Right of use and Total Services

28.1.   The software application is offered through the 'Total Service' Software-as-a-Service. It is not necessary to purchase the (web-based) software application. For an agreed amount per month, the Client receives the right of use of the (web-based) software application including hosting service in the form of a licence. The right of use of the (web-based) software application includes (i) updates of technical and functional improvements, (ii) hosting of information including the use of the necessary SQL server, web server and mail server, (iii) access for all users to the support Website, where any necessary and additional software can be downloaded.

28.2.   Hosting of information takes place in a secure datacenter. The datacenter is ISO-9001 certified. Data is sent encrypted using industry standards.

28.3.   Without prejudice to the provisions in Article 28.1, Pro4all grants the Client the non-exclusive right to use the (web-based) software application. The Client shall at all times strictly comply with the restrictions on use agreed upon between the Parties. Without prejudice to the other provisions of these General Terms and Conditions, the Client's right of use shall exclusively comprise the right to run the (web-based) software application.

28.4.   The software application may only be used by the Client for a specific number of users or connections for which the right of use has been granted.

28.5.   The right of use is not transferable. The Client is not permitted to sell, rent, sublicense or alienate the (web-based) software application and the 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 shall not be provided to the Client, not even if the Client is willing to pay a financial fee for making it available. The Client acknowledges that the source code has a confidential character and contains trade secrets of Pro4all.

Article 29.   Warranty

29.1.   In the case of custom work, Pro4all shall use its best endeavours to remedy errors in the (web-based) software application within a reasonable period of time if these are reported to Pro4all in writing, with a detailed description, within a period of three months of delivery or, if an acceptance test has been agreed between the Parties, within three months of acceptance. Pro4all does not guarantee that the (web-based) software application will function without interruption, errors or other defects or that all errors and other defects will be rectified. The repair shall be carried out free of charge, unless the (web-based) software application has been developed on the Client's instructions

other than for a fixed price, in which case Pro4all shall charge the costs of repair according to its usual rates. Pro4all may charge the costs of rectification in accordance with its usual rates, in the event of user errors or improper use on the part of the Client or other causes not attributable to Pro4all or if the errors could have been detected during the performance of the agreed acceptance test. Restoration of mutilated or lost data is not covered by the warranty. The warranty obligation will be cancelled if Client makes changes to the (web-based) software application, or has changes made, without Pro4all's written permission, which permission will not be withheld on unreasonable grounds.

29.2. Repair of errors shall take place at a location to be determined by Pro4all. Pro4all is entitled to introduce temporary solutions or programme detours or problem-avoiding restrictions in the (web-based) software application.

29.3. Pro4all shall have no obligation to repair faults reported after the expiry of the warranty period, unless a maintenance agreement has been concluded between the Parties which includes such an obligation to repair.

Article 30. Availability and maintenance

30.1. Pro4all shall endeavour to achieve good quality and uninterrupted availability of Services and the associated systems and networks. However, Pro4all offers no guarantees on quality and availability, unless otherwise agreed in a service level agreement.

30.2. For more detailed arrangements regarding the availability and maintenance of the Service(s), please refer to the service level agreement concluded between Parties.

30.3. If a maintenance agreement has been concluded, Pro4all will provide improved versions of the (web-based) software application to Client as and when they become available. Three months after an improved version is provided, Pro4all is no longer obliged to repair any errors in the old version and to provide support with regard to an old version. For the provision of a version with new features and functions, Pro4all may require the Client to enter into a new Agreement with Pro4all and to pay a new fee for the provision.

30.4. If Client has not entered into a service level agreement with Pro4all at the same time as entering into the Agreement for the provision of the (web-based) software application, Pro4all cannot be obliged to enter into a maintenance agreement at a later date.

Module E: Processor agreement | Pro4all

This processor agreement ("Processor Agreement") describes the terms of the processing of personal data by Pro4all Cloud Services B.V. (hereinafter: Pro4all) on behalf of the Client, based on the Agreement between the Parties. This Processor Agreement forms an integral and inseparable part of the General Terms and Conditions of Pro4all.

Article 31. Definitions

31.1. Where definitions are used that correspond to the definitions in the General Data Protection Regulation (hereinafter "GDPR"), these definitions shall have the same meaning.

31.2. Pro4all is considered a processor within the meaning of Article 4 section 8 of the GDPR and the Client is considered a controller within the meaning of Article 4 section 7 of the GDPR.

31.3. Pro4all processes personal data within the meaning of Article 4, paragraph 1 of the GDPR on the instructions of the Client for the performance of its services.

Article 32.   Purposes of processing

32.1.   Pro4all undertakes to process personal data on behalf of the Client under the conditions of this Processing Agreement. Processing will only take place with respect to the execution of the Agreement, plus those purposes that are reasonably related to it or that are determined by further agreement.

32.2.   The processing relates to the processing purposes specified by the Client, with regard to the categories of personal data and data subjects included in Appendix A of this Processing Agreement.

32.3.   In addition to Article 2.1, Pro4all may use the personal data included in Appendix A for conducting analyses to improve its own services. In addition, Pro4all may anonymise this personal data in order to use it further for its own purposes. The Client will inform Pro4all about this in accordance with Article 14 of the General Terms and Conditions of Pro4all and point out the possibility of objection to those involved.

Article 33.   Obligations on the part of the processor

33.1.   Pro4all shall only process personal data on behalf of Client for the purposes referred to in Article 2.

33.2.   Pro4all will act in accordance with the GDPR when processing personal data.

33.3.   Pro4all shall notify the Client if, in its opinion, instructions are contrary to the applicable legislation regarding the processing of personal data or are otherwise unreasonable.

33.4.   Pro4all shall, if reasonably within its power, assist the Client in fulfilling its legal obligations. This concerns the provision of assistance in fulfilling its obligations pursuant to articles 32 up to and including 36 of the GDPR. Pro4all may charge the costs incurred for this to the Client.

33.5.   The Client guarantees that the content, the use and the instruction to process the personal data as referred to in the Processing Agreement are not unlawful and do not infringe any third-party right, and indemnifies Pro4all against all claims and actions related to this.

Article 34.   Use of subprocessors

34.1.   Pro4all may use sub-processors within the scope of the Processing Agreement.

34.2.   A list of sub-processor(s) engaged by Pro4all when entering into this Processing Agreement is included in Appendix B.

34.3.   A current list of subprocessors is available within the portal or can be requested at info@pro4all.nl.

34.4.   Pro4all shall inform the Client of any new sub-processor. The Client shall have the right to object in writing and within two weeks after Pro4all has sent notification, to any new or amended sub-processor(s), stating reasons. If the Client objects, the Parties will enter into consultation to find a solution.

34.5.   Pro4all shall impose similar obligations on the sub-processors it has engaged as those agreed between the Client and Pro4all.

34.6.   Pro4all guarantees proper compliance with the obligations of this Processing Agreement by these sub-processors and, in the event of any errors by these sub-processors, it shall be liable in respect of the Client for all damage as if it had made the error(s) by itself.

Article 35.   Transfer of personal data

35.1.   Pro4all may process the personal data in countries within the European Economic Area (EEA). In addition, Pro4all may transfer the personal data to a country outside the EEA, provided that the country in question guarantees an adequate level of protection and

Pro4all complies with its other obligations under this Processor Agreement and the GDPR.

35.2.   Pro4all is hereby authorised, where necessary (in order to ensure an adequate level of protection, as set out in article 5.1.), to enter into a model contract in the name of the Client concerning the transfer of personal data from a controller established in the EEA to a processor established outside the EEA, in accordance with the Commission's Decision of 5 February 2010 (2010/87/EU).

35.3.   A list of processing locations at the time of entering into this Processing Agreement is included in Appendix B of this Processing Agreement.

35.4.   An up-to-date list of processing locations is available within the portal or can be requested at info@pro4all.nl.

Article 36.   Confidentiality obligation

36.1.   All personal data received by Pro4all from Client and/or collects itself as part of this Processing Agreement are subject to an obligation of confidentiality in respect of third parties.

36.2.   Pro4all ensures that the persons authorised to process the personal data are contractually bound to secrecy.

36.3.   This duty of confidentiality does not apply to the extent that the Client has given express permission to provide the information to third parties, if providing the information to third parties is logically necessary in view of the nature of the assignment given and the execution of this Processing Agreement, or if there is a legal obligation to provide the information to a third party.

36.4.   If Pro4all is obliged by a legal obligation or a court decision to hand over personal data provided by the Client to a third party, Pro4all will notify the Client, unless this is prohibited by law.

Article 37.   Duty to report data breaches

37.1.   The Client is at all times responsible for reporting a personal data breach, as referred to in article 4, paragraph 12 of the GDPR (hereinafter: "Data Breach"), to the supervisory authority and/or those involved.

37.2.   In order to enable the Client to comply with this legal obligation, Pro4all shall notify the Client of the Data Breach without unreasonable delay. In doing so, Pro4all shall take reasonable measures to limit the consequences of the Data leak and to prevent further and future Data Breaches.

37.3.   As far as necessary and reasonable, Pro4all will assist the Client, taking into account the nature of the processing and the information available to it, regarding (new developments regarding) the Data Breach.

37.4.   The notification to the Client shall in any case include, to the extent known at that time:

a. the nature of the Data Breach;
b. the (expected) consequences of the Data Breach;
c. which categories of personal data have been affected by the Data Breach;
d. whether and how the personal data concerned were secured;
e. the (proposed) measures to limit the consequences of the Data Leak or to prevent further Data Breaches;
f. the categories of stakeholders;
g. the (estimated) number of people involved; and
h. any different contact details for the follow-up of the report.

Article 38.   Rights of data subjects

38.1.   In case a data subject addresses a request to exercise his/her legal rights from Chapter III of the GDPR to Pro4all, Pro4all shall forward the request to the Client and inform the data subject. The Client will then deal with the request independently.

38.2.   In the event that a data subject addresses a request to exercise one of his legal rights to the Client, Pro4all shall, if requested by the Client, cooperate where possible and reasonable. Pro4all may charge reasonable costs to the Client for this.

Article 39.   Security

39.1.   Pro4all will endeavour to take appropriate technical and organisational measures to protect the personal data processed for the Client against loss or any form of unlawful processing.

39.2.   Pro4all does not guarantee that the security is effective under all circumstances. Pro4all will endeavour to ensure that the security meets a level that is not unreasonable, given the state of the technology, the sensitivity of the personal data and the costs involved in making the security arrangements.

39.3.   The Client shall only provide personal data to Pro4all for processing, if it has ensured that the required security measures have been taken.

Article 40.   Audit

40.1.   The Client has the right to have the obligations of Pro4all in this Processing Agreement audited no more than once a year. The Client may have this audit conducted by an independent third party who is bound to secrecy, in the event of a reasonable and well-founded suspicion of a breach of this Processor Agreement and communicated in writing.

40.2.   If an audit by an independent third party has already been conducted in a year, Pro4all may, contrary to the provisions in the previous paragraph, suffice with providing access to the relevant parts of the report if another audit of Pro4all's obligations in the Processing Agreement is requested within the same year.

40.3.   Pro4all and Client jointly decide on the date, time and scope of the audit.

40.4.   Pro4all shall cooperate with the audit and provide all information reasonably relevant for the audit, including supporting data such as system logs, and employees as soon as possible.

40.5.   The findings of the audit will be evaluated by the Parties in mutual consultation and, as a result, may or may not be implemented by one or both Parties jointly.

40.6.   The costs of the audit described above shall be borne by the Client, unless and to the extent that the audit shows that Pro4all has failed imputably in its obligations under this Processing Agreement. In that case, the costs of the audit shall be borne by Pro4all.

40.7.   The audit and its results will be treated confidentially by Client.

Article 41.   Liability

41.1.   The parties agree that with respect to liability, the regulation in the General Terms and Conditions of Pro4all shall apply.

Article 42.   Termination of the Processing Agreement

42.1.   Upon termination of the Processing Agreement, Pro4all shall without unreasonable delay, at the request and expense of the Client:

a. return the personal data as located on the infrastructure (under management) of Pro4all to Client; or
b. delete the personal data as soon as possible.

The following documents have been added to the Processing Agreement

Appendix A   Specification of personal data and categories of data subjects

Appendix B   Sub-processor(s)

Appendix   A Specification of personal data and categories of data subjects

Personal data

Under the Agreement, Pro4all shall, at the instruction of Client, process at least the following personal data of data subjects:

- Name
- Company name
- E-mail address

And optionally the following personal data:

- Address details
- Contact details (including telephone number and e-mail address)
- Job details

In addition, the following data of the Client are recorded in the ERP system for the purpose of registering the subscription and submitting invoices:

- Company name
- Company address
- Contact details of the company contact person (including telephone number and e-mail address)

Data subjects include:

- The Client
- Employees of the Client (including potential employees, self-employed persons and volunteers)

The Client guarantees that the description of personal data and categories of data subjects in this Appendix A is complete and accurate, and indemnifies Pro4all for any errors and claims that may arise from a breach of this statement and guarantee.

Appendix B Sub-processor(s)

A current list of sub-processor(s) can be requested at info@pro4all.nl.