

**General Terms and Conditions Innovenda  
B.V.**

**Established in Oud gastel,**

**Deposited at the Chamber of Commerce  
on July 2016 under filenumber 59956488**

**and published on the website  
www.innovend.eu**

**STANDARD PROVISIONS**

**Article 1 DEFINITIONS**

1. **Terms and Conditions:** The terms and conditions presented in this document
2. **Innovenda:** the private company Innovenda B.V., and third parties engaged by it for the purpose of the Agreement.
3. **Client:** individual or corporate body , and its Representantive (s), Agent(s), assignee(s) and heir(s), which concluded or is willing to conclude an Agreement with Innovenda for delivering services and/or products concerning engineering, including the development of hard- and software for Smart Industries, and the guidance of projects in this area.
4. **Counterparty:** individual or corporate body, and his Representantive (s), Agent(s), assignee(s) and heir(s) , which have committed to Innovenda for research by order of Innovenda and (continue) developing (technical) inventions by Innovenda
5. **Parties:** Innovenda and Client together or Innovenda and Other Party together.
6. **Quotation:** Every vocal or written offer done by Innovende for an Agreement with the Client.
7. **Agreement:** Every joint Agreement between Innovenda and client, which binds Innovenda to delivering services and/ or products concerning engineering for the Client, including the development of hard- and software for Smart Industires, and the guidance of projects.
8. **Project Agreement:** Every agreement between Innovenda and the other party , in which the other party is committed

to Innovenda in terms of research by or from Innovenda and further development of Innovenda's (technical) inventions.

9. **Materials:** Everything Innovenda has developed in terms of the Agreement or Project Agreement , including but not limited to equipment, software, analysis, documentation, designs, design sketches, concepts, consultancy, reports, records, budgets, estimates, frameworks, drawings, illustrations, pictures, prototypes, maquettes, molds, (parts of) products, films, (audio- and video) presentations, source codes, systems, methods, techniques, (electronical) data and such, preparatory materials

**Article 2 APPLICABILITY**

1. These Terms and Conditions apply to all offers, agreements, project agreements and other acts between parties and furthermore, all work ensuing and / or related to that.
2. These Terms and Conditions also apply to to Agreements and Product Agreements, the execution of which is enabled by third parties.
3. What is stated in the previous section also applies to (further or additional) Agreements or Project agreements between both parties, in wich the relevance of these Terms and Condition is not later (explicitly) invoked
4. The relevance of other Terms and Conditions and/ or terms of the client or other party is excluded , in the case these Terms and Conitions and/ or terms are explicitly accepted by Innovenda in writing.
5. If there is any uncertainty about the explanation of one or more terms from this terms and conditions, the explnation should take place `in spirit of' these provisions.
6. If one or more terms from these terms and condiotions are voided or nullified , the other terms will not be lessened in influence. The void or nullified term will be replaced by Innovenda, wherby the void of nullified term will be taken in account as much as possible.
7. Deviations and / or additions to these Terms and Conditions only apply when

agreed upon by both parties in writing.

### **Article 3 QUOTATIONS**

1. All Quotations and offers from Innovenda are non-committal, unless it has been expressly indicated otherwise.
2. If a dead-line is absent in the quotation, the quotation is valid for 30 days.
3. The quotation consist of a full and detailed description of offered services and/ or products. The description is detailed enough and enables clients to form an appropriate judgement of the offered product.
4. Quotations are based on information provided by the Client to Innovenda before the date of quotation. The Client agrees that all essential information for execution of the Agreement is provided to Innovenda. Innovenda is not responsible for inaccurate and incomplete Information provided by the Client.
5. Images, Drawings, Descriptions, Size and weight, prices or other indications, provided by Innovenda in catalogi, circulars, computerized databases, prospectuses, price lists and such, do not bind Innovenda.
6. Quotations do not automatically apply for future Agreements.
7. Innovenda reserves the right to deny assignments or to cash on delivery.

### **Article 4 FORMATION OF THE AGREEMENT**

1. An Agreement is only established at the moment Innovenda has agreed and accepted the by the client agreed upon and signed quotation, or – if such confirmation is missing – at the moment that Innovenda proceeds to implementation of the agreement
2. The Client is obliged to check the Quotation or Confirmation for accuracy and integrality. If the Client thinks that what is stated in Innovenda's Quotation or Confirmation differs from what is agreed upon, the Client is obliged to react within 5 days after receipt of the Tender of Confirmation in writing. In case of default the Confirmation is accepted and binding.

3. The tender of confirmation or quotation replaces all previous proposals, correspondence, agreements and/or other communication in writing and/or verbal.
4. A compound quotation does not oblige Innovende to carry out a part of the Agreement against a corresponding part of the quoted priced.
5. If the acceptance by the Client differs – on minor points- from the the offer included in the quotation, Innovenda isn't bound to it. The Agreement then fails with deviating acceptance, unless indicated by Innovenda.
6. Every Agreement respectively Project Agreement will be engaged by Innovenda under the condition that the Client respectively other party is sufficiently creditworthy to (legally) honour the Agreement respectively Project Agreement.
7. Innovenda is entitled to require security of the Client respectively Counterparty that both the payment - as the other obligations will be met, before entering into the Agreement concerned respectively Project Agreement.

### **Article 5 CHANGE IN AGREEMENT**

1. If during fullfilment of the Agreement or Project Agreement turns out that for a good fulfilment it is desirable or necessary to change or complement the Agreement, both parties will accordingly adjust the Agreement or Project Agreement timely and after mutual agreement.
2. If both Parties have agreed that the Agreement of Project Agreement will be changed or replenished, the time of completion of the implementation can be influenced. The Client or Counterparty acknowledges and agrees that adjustment of the Agreement or Project Agreement (for example change in size, method or approach) can influence the planning.
3. If adjustment of the Agreement is due to requests and/or acts of the Client and/ or other circumstances that can be attributed tot he Client, Innovenda can possibly charge the extra work

- according to its usual rates for the additional or separate agreement
4. Unless explicit agreement by Innovenda and the provisions stated in article 16 of these terms and conditions, the Client respectively other party does not have the right to cancel or end the Agreement.  
A request to cancel or end has to be submitted in writing by the Client respectively Counterparty. Innovenda will not refuse this permission on unreasonable grounds, provided that the Client respectively Counterparty guaranties compensation for the lost income on a reasonable degree.

#### **Article 6 THE METHOD OF IMPLEMENTING**

1. Innovenda wants to make sure that it's duties are fulfilled to the best of it's knowledge, expertise and ability and therefore pays a lot of attention to diligence, which can and may be expected of a professional service provider. However, Innovenda can not guarantee that it will achieve the result or goal that the Client wants to pursuit with the Agreement.
2. Innovenda respectively Counterparty has the duty to inform the Client respectively Innovenda about the method they want to use to carry out the Agreement or Product Agreement
3. Innovenda is entitled to determine the method with which the Agreement will be carried out. It will try to take in account the justified interests of the Client and the reasonable and timely given Instructions of the Client as much as possible. Innovenda will inform the Client on the proposed changes in the implementation of the Agreement, as soon as possible.
4. The Client is obliged to fully co-operate on the implementation of the Agreement and is also obliged to give Innovenda acces to all the information they need for a good implementation of the Agreement. The Client guarantees the accuracy and completeness of the information provided to Innovenda. This also applies to the information provided by Third parties. Innovenda is under no cicumstances responsible for damage

- caused by inaccurate or incomplete information.
5. If the information needed for the implementation of the agreement is not given in time, Innovenda is entitled to postpone the implementation of the agreement and/or charge extra costs in accordance with its costumary rates
  6. Both Parties will regulary consult each other during the implementation of the agreement respectively Project Agreement about the status and the method of the implementation of the Agreement respectively Project Agreement.
  7. If and in so far this, according to Innovenda, is important for a good implementation of the Agreement, Innovenda is entiteld to delegate certain tasks to Third Parties. Innovenda has to confer this with the Client. The applicability of the articles 7:404, 7:407 section 2 and 7:409 from the Civil Code, are expressly excluded
  8. The Client makes sure that there is workspace and that there are work facilities available with fitting resources for the implemetatitoin of the Agreement.
  9. If by employees and / or third parties engaged by Innovenda or the Client perform work under the Agreement at the location of the Client and / or at another location designated by the Client, the Client shall provide free of charge, reasonably required facilities for the by Innovenda and / or for the by the Client engaged employees and / or third-parties
  10. The term in which the Agreement or Project Agreement had to be performed and/or the goods have to delivered, will be determined through consultation of both Parties.
  11. If a term is set in the Agreement, the term is not a deadline. If the term is over Innovenda shall only be deemed in delay after the Client gives a written notice of default. Innovenda then has to be bound to a reasonable term for the implementation of the Agreement.
  12. The date on which Innovenda has given the Client notice that the goods

- are ready for delivery from the company Innovenda, a warehouse or another storage from Innovenda or that the proprietary rights are ready for transfer is the date of the commissioning. If the date of the commissioning is before the effective date of the concerning Agreement, the Terms and Conditions will still apply to the concerning Agreement with retrospective effect
13. Unless agreed on otherwise the Client will organize the transport of the delivery.
  14. If it is agreed that the Agreement will be performed in stages, Innovenda is allowed to postpone the performance of parts that belong to the next stages, until the Client has approved the results of the previous stages in writing.
  15. Innovenda holds a work file concerning the Agreement, which has copies of relevant articles, the file is property of Innovenda.
  14. Unless expressly written agreed otherwise, Innovenda's tasks do not consist of:
    - a. Performing tests, requesting licenses, and making sure the Client's instructions meet the legal or quality standards;
    - b. doing research on the existing of rights, including patent rights, trademark right, drawing or design rights and/or copy rights
    - c. doing research on the opportunities of the in sub b. intended potential forms of protection of the Client.
  15. Before there is taken action for implementation, production, reproduction or disclosure, both parties need to get the opportunity to test and approve the last texts, models, prototypes or tests of the result.
  16. Deviations in the (final) result from what was agreed on by both Parties, are not a reason for rejection and/or discount and/or compensation and/or dissolution of the Agreement, if these deviations, in every circumstance, are of minor importance.

#### **Article 6a TRANSPORT EN RISK**

1. Innovenda is not responsible for every task concerning transport from the

departure point to the delivery point. The responsibility to insure the products against all costs and risks that can occur during the transport including the payment of taxes and funds, unless agreed on otherwise, lies with the Client.

2. If any damage occurs during loading, during transport and during unloading on site, Innovenda is not obliged to pay further compensation than the sum of money Innovenda receives from insurance or transporter for the loss or damage of the delivery during transport. If the client asks for it, Innovenda will give them the claim they got from the transporter or insurance company to the Client.

#### **Article 7 HONORARIUM AND COSTS**

1. All of the prices are excluding VAT and other taxes, unless stated otherwise.
2. The prices are based on Innovenda's circumstances during the conclusion of the Agreement, such as exchange rates, purchase prices, taxes and fees that Innovenda directly or indirectly incurs or charged to Innovenda by Third Parties.  
If these circumstances are adjusted after the conclusion of the Agreement, but before the performance of any duties, Innovenda is entitled to charge those costs to the Client.
3. Innovenda has right to honorarium for the implementation of the Agreement. The honorarium can consist of a hourly rate, a consultancy-fee, a fixed amount of money or another type of compensation that both parties have to agreed on.
4. Beside the honorarium the Client also has to pay for the costs made during the implementation of the agreements, such as office expenses, including the cost for photocopies, postal charges, telephone charges and cost of travel and accommodation. These costs will be specified as much as possible beforehand.
5. If it is necessary for implementation of the Agreement that Innovenda incurs costs for accommodation in premises that do not belong or are not booked by the Client, the Client will be charged with

- these costs and the Client will have to pay the costs directly to the creditor. Before these cost are made Innovenda will notify the Client on the amount of costs.
6. The costs of Thirds that Innovenda incurs for the implementation of the Agreement, will be charged to the Client.
  7. Possible (extra) costs will only be made after consultation with the Client and will be charged by separate invoice.
  8. If it is stated in the Agreement that the Client will pay in terms, Innovenda is entitled to adjust the prices taking into account a term of 3 months.
  9. If the Client does not accept the adjustment in price that is stated in the previous section, the Client is entiteld to discontinue the Agreement in writing within 7 days before the date on which the prices are adjusted. However, in that case they are beheld to pay a compensation for the costs that have been made or the achieved product/service at the time being.
  10. If Innovenda has to perform other tasks because of not timely delivery of complete, valid and clear data and/or because of a changed or incorrect assignment, they will charge these extra tasks seperatly, based on the usual honorarium that Innovenda uses. Innovenda will notify the Client beforehand, unless that is not possible or if the kind of tasks can not be postponed.
  11. If the implementation of the Agreement is delayed or interrupted by circumstances that can not be blamed on Innovenda, the Client is obliged to pay the possible extra costs. Innovenda will try to limit the extra costs.
  12. If Innovenda operates by hourly rates, Innovende is obliged to keep a record of the hours and costs and give the Client acces to this record.
  13. The prices that the client has to pay do not depend on the outcome and/or result of the executed Agreement.
  14. Unless stated otherwise, Innovenda's prices for delivery are:
    - based on delivery from Innovenda's company, a warehouse or another storage facility;
    - based on the level of purchasing prices, shipments, insurance premiums and other costs during the quotation respectable date of order;
    - in Euro's.

## Article 8 INVOICING AND PAYMENT

1. Innovenda is entiteld to perform the Agreement in different stages and to invoice a performed stage separate.
2. Innovenda is responsible for invoicing in time. In consulation with Client Innovenda can charge the agreed honorarium and costs as advanced payment, interim or intermittent.
3. Unless agreed upon otherwise the Client has to pay the invoices within 14 days after the invoice date. The Payment has to occur without deduction, discount or setoff on the by Innovenda specified bank account. This payment term is a dead-line. If the client does not pay the sum before the dead-line, they are in default without requiring a notice of default. In that case, the Client has to pay stutory interest indepted from the moment they were in default till the date they payed the complete sum of money, wherby a part of a month is considered a whole month.
4. The costs for a reminder and/or waming and/or summons for the default of payment is € 40,- and are charged to the Client. The costs of a reminder and/or warning and/or summons for costumers and parties deemed to costumers, will be detemed by the legal maxiumum amount.
5. If the Client does not pay the claim, Innovenda is entiteld to relinquish the claim, in which case all collection charges out of court will be charged to the Client. These out of court collection cost will be determed on 15% of the principal sum, does not prejudice Innovenda to charge the actual costs to the Client. Out of court costs for the costumers and parties deemed to costumers will be determend by the prevailing law and regulations till the

allowed maximum. The possible made charges in court and enforcement costs will also be charged to the Client. The Client also owes interest over the collection costs.

6. If the sum is not payed within a month, Innovenda can postpone the implementation of the Agreement, untill the sum has been paid.
7. Innovenda is entited to demand complete payment and/or enough security for fulfilment by the Client before they fullfil their duties, if Innovenda thinks the Client will not fullfil their duties on time or fulfil them incomplete or if such conduct is desirable.
8. If there is a jointly issued assignment both client are responsible for complete payment of the invoice.
9. In case of liquidation, bankruptcy, seizure or sursuspension of payment of the Clienc, are Innovenda's claims of the Client immediately claimable.
10. The Client's payments first cover the settlement of the owed interest and costs and then cover the longest upstanding figures.

#### **Article 9 COMPLAINTS / CLAIMS**

1. Complaint about provided services or the amount of money of the invoice, have to be made in writing within 2 weeks after finding the complaint respectively the date of invoice, or within 2 weeks after completion of tasks.
2. Complaints about provided services will only be investigated if the client has made them within eight days after discovering the defect, or eight days after the Client could have found the defect, in writing, describing the defect and how it was discovered in detail.
3. The client is obliged to check the delivered goods or package after delivery on possible missing parts or visible damage or check after being notified by Innovenda about the goods being at disposal of the client.
4. If complaints relate to not delivering certain parts, Innovenda will only investigate the complaint if the Client has made the complaint 24 hours after

the delivery including the missing part was done.

5. After the end of the stated periods the contracting party has agreed to the delivery. After that complaints will not be investigated by Innovenda.
6. The complaint has to be a detailed description of the defect, so Innovenda can respond properly. If the client does not make a complaint within the stated periods, they are not entitled to make any claims.
7. If a complaint is valid, Innovenda will deliver its services and/or products as agreed. If it is not possible or helpful anymore to deliver services, Innovenda is only responsible within the lines of article 13 of these Terms and Conditions.
8. Returning the delivery can only happen if Innovenda has approved it in writing under their conditions.
9. Reclaims do not postpone the Client's payment obligations.

#### **Article 10 ITELCTUAL AND INDUSTRIAL PROPERTY**

1. All intelectual and/or industrial property rights to any documents developed or given acces to for the Agreement or Project Agreement, are strictly porperty of Innovenda.
2. The Client or Counterparty only gets the user rights and authorities included in these Terms and Conditions or otherwise if these are explicitly granted. Insofar you can grant such right by a depot or registration, is only Innovenda authorized to do that, unless it is explicitly agreed otherwise.
3. Parties can agree that in the first section intended rights can partly of completely be transfered tot he Client respectively Counterparty. This transfer and possible conditions under which the transfer takes place, always have to be written down.
4. The client respectively counterparty is not allowed to reproduce, disclose, exploit, drastically change or give thirds, that do not belong to the client respectively Counterparty, acces to the materials, unless Innovenda has explicitly given permission. This

- prohibition also includes explicitly or tacitly accepting aforementioned actions.
5. After the completion of the Agreement or Project Agreement both parties do not have any retention obligation towards each other related to the used information and/or materials, unless explicitly written agreed on otherwise.

#### **Article 11 USE OF THE RESULT**

1. If the Client completely fulfills its duties stated in the Agreement with Innovenda, it is entitled to use the result of the Agreement in accordance with the corresponding destination. If there have not been met any arrangements about the destination, the right of use will be limited to the use, under which the Agreement is submitted. The right of use is exclusive, unless it is stated otherwise in the Agreement or it is agreed otherwise in writing.
2. If the result concerns other works, on which rights of third parties or based, the parties have to make additional agreements on how those activities will be carried out.
3. The client is not entitled to change, use or perform the result of the agreement in other ways than what had been agreed or use third parties to do this, without Innovenda's permission. Innovenda can attach conditions to the permissions, including payment of a reasonable commission.
4. If broader or other use is not agreed on, including adjustment, mutilation or deterioration of the temporary or final result, Innovenda can demand compensation of at least three times its agreed honorarium for infringement of its, at least a compensation that is reasonable and equity in proportion to the infringement, without losing any other right.
5. The Client is not entitled (anymore) to use the results that were given to them and every right of use given to the Client concerning the agreement expires, unless it affects the fairness and reason:
  - a. From the moment that the Client does not fulfill its payment duties or otherwise fails;

- b. If the assignment prematurely disclosed for reasons as mentioned in article 16 of these terms and conditions.
- c. In case of bankruptcy of the client, unless the rights in article 10 section 3 of these terms and conditions are transferred to the client.

#### **Article 12 NON-ASSUMPTION CLAUSE**

1. The client respectively counterparty is not allowed to employ, directly or indirectly, employees or ex-employees from Innovenda or third parties used by Innovenda, that had a part in the implementation of the Agreement respectively Project Agreement, for the length of the Agreement respectively Project Agreement until 2 years after the completion of it, unless they consulted Innovenda first.
2. After violation of the previous section by the Client respectively Counterparty, the client will receive without any further notification or proof of default, an immediately demandable fine of € 5.000,-, which could be increased with € 500,- for every day that the violation continues, without prejudice to the Client respectively Counterparty obligation to pay Innovenda a complete compensation, if the damage is worth more than notified amount of the fine and without prejudice to Innovenda to comply with this clause and termination of the offense (s) claim. Violation will be one of the main reasons to terminate the Agreement respectively Project Agreement, without any obligation to compensate any damage to the Client respectively Counterparty.

#### **Article 13 RESPONSIBILITY**

1. If Innovenda is responsible, the responsibility is limited to what is regulated in this provision.
2. Innovenda is only responsible for direct damage to the Client, what is a direct result of accountable shortcomings in the implementation of the Agreement, in so far the damage could have been prevented by normal professional

- knowledge and experience in compliance with normal attention and the method of professional practice.
3. Direct damage is restricted to:
    - a. The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;
    - b. the reasonable costs incurred for the poor performance of Innovenda for the Agreement, unless Innovenda can not be attributed to it. This damage will not be compensated if the Customer has terminated the Agreement;
    - c. the reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage under these Terms and Conditions.
  4. Innovenda is not responsible for:
    - a. Damage, on every ground, that is developed because of incorrect and/or incomplete data given by the Client to Innovenda or damage that is the result of the Client's actions
    - b. Damage, made by the Client or Thirds, that is the result of actions from third parties employed by Innovenda (not including Innovenda's employees), this also applies if this party is employed by a company that is linked to Innovenda.
    - c. Indirect, company or consequential damage, loss of profit, missed savings, loss or disfigurement of data and/or damage caused by interruptions of operations, that is made by the Client
  5. The exceptions made in fourth section about Innovenda's responsibilities do not apply if the damage is the result of intentional or flagrant damage of Innovenda
  6. All of Innovenda's responsibilities are in every way limited to an amount of money that in that circumstance is based on the payment of Innovenda's professional liability insurance or another liability insurance.
  7. If and insofar for any reason there is not any payment by an insurance stated in the previous section, every responsibility will be limited to a sum of money that Innovenda has received from the Client for the Agreement. If the Agreement is stands for a longer period than 3 months, the responsibly will be limited to a sum of money similar to the total sum that Innovenda has received from the Client in the last 3 months for the Agreement
  8. The sum of money that Innovenda is responsible for in that circumstance, will be lessened with the possible sum of money the Client receives from their insurance.
  9. The limitations to the responsibility stated in this article do not apply if the damage is the result of intentional or flagrant damage on the part of Innovenda.
  10. Any claim for damages will laps 3 months after the moment, on which the Client could have been informed or has been informed on the existence of this claim. For costumers and costumer interested parties applies a period of one year. If the Client has never claimed damage or mistakes, the Client does not qualify for a compensation for damages.
  11. For every Agreement applies that there is obligation of effort. Innovenda can not be held responsible for their attained results.

**Article 14 NON-IMPUTABLE FAILURE (FORCE MAJEURE)**

1. All cases of force majeure claimed by Innovenda frees Innovenda of any obligation to fulfillment of the Agreement, for as long as the hindrance stands. Claim of damages is in this case eliminated. Under circumstances beyond Innovenda's control in these Terms and Conditions considered, besides what in the law and jurisprudence is considered Force Majeur, all external causes, foreseen or not, that Innovenda can not influence, but which causes Innovenda to not fulfill Its duties. If Innovenda is unable to perform the Agreement respectively Project Agreement because of a non-



imputable failure, Innovenda is entitled to postpone or terminate the performance of the Agreement or Project Agreement.

In this case, the Client or Counterparty can not claim a compensation for costs, damage, including consequential damage, and/or interests.

2. Under non-imputable failure is considered:  
War, danger of war, mobilisation, riot, state of emergency, strike or exclusion, refusal to carry out work, fire, bad weather, accidents and illness of staff, malfunction, transport congestion, restrictions on import/export or other restrictions on public roads, as well as other bad circumstances that Innovenda can not influence, such as late delivery of services and/or products by third parties Innovenda has employed.
3. If performance respectively fulfillment of the Agreement depends on third parties employed by Innovenda or the Client that do not fulfill their duties which causes the Agreement or Project Agreement to not be performed, not be performed on time or not be performed without extra work and/or costs, Innovenda is entitled to end the Agreement or Project Agreement partly or fully by writing a disclosure, if continuation or performance of the Agreement or Project Agreement can no longer be carried out by Innovenda. In this case, the Client respectively counterparty can not claim compensation for costs, damage, including consequential damage and/or interest
4. If one of the Parties is not able to fulfill or expects to be unable to fulfill their duties, either as result of Force Majeur or as result of other circumstances, this party has to fill the other party in on this immediately
5. If Innovenda has done part of their tasks or can still do part of their tasks at the time when the force majeure strikes, Innovenda is entitled to charge the realised part(s) respectively realisable part(s) separately.

#### **Article 15 GUARANTEES AND SAFEGUARD**

1. Innovenda guarantees that the delivered result by or has been designed by or because of Innovenda and that, if there is copyright on the result, they are the creator in terms of the copyright law and as copyrightowner have access to work. Innovenda guarantees that the result of the Agreement at the time of the making of the Agreement, for all they know or should know, has not violated any rights of thirds or otherwise is not illegal.
2. Innovenda provides a guarantee on their new products, insofar it concerns machinery and/or equipment, during a period of twelve (12) months after completion. In case of defective delivery or adjustment, Innovenda is entitled to fully credit the Client or repair or re-deliver or re-adjust the defect product if the defect product is returned to them. The guarantee only concerns the hardware of the products. The labour costs for replacement or reinstatement of the product will be charged by Innovenda to the Client.
3. The client always has to make it possible for Innovenda to repair possible defects.
4. Defects that are caused by normal wastage, incorrect handling or incorrect or incorrect maintenance or those occurring after modification or repair by or on behalf of the client or by third parties, are out of warranty
5. A different regulation applies to components with manufacturer warranties. If the factory does not provide a warranty, Innovenda will provide a warranty to the Client. There will not be provided a warranty for assemblies, that are not performed by Innovenda or third parties on behalf of Innovenda as well as products that are installed by Innovenda, but not delivered by Innovenda
6. The warranty will collapse if the Client does not fulfill its duties stated in the Agreement(s), both financial as otherwise.
7. If the Client respectively Counterparty uses the result of the Agreement respectively Project Agreement, the

Client indemnifies Innovenda or all third parties employed by Innovenda against all any claims of third parties, that suffer of damage related to the implementation of the Agreement respectively Project Agreement that is attributable tot he Client respectively Counterparty. This does not affect the liability of Innovenda in front of the Client for failure to comply with the guarantees provided for in the preceding paragraph and other liability under Article 13 of these General Terms and Conditions. The Client respectively Counterparty indemnifies Innovena against all claims of third parties that relates to the right of intellectual and/or industrial property On the information given by the Client respectively Counterparty, that has been used for the implementation of the Agreement.

8. If Innovenda is adresseded by third parties on the ground of what is stated in this. The Client respectively Counterparty is obliged to assist Innovenda both in and out of court and to do anything that is expected in this case.

#### **Article 16 DURATION AND TERMINATION OF AGREEMENT**

1. The Agreement respectively Project Agreement is entered for the duration that is defined in the quotation.
2. The Client respectively Counterparty acknowledges that the duration and the planning of the Agreement respectively Project Agreement can be influenced by a lot of unforeseen cicumstances, including, but not limited to, the quality of the information given by the Client to Innovenda for the Implementation of the Agreement and the acces and the use of Third Parties, that are in involded with the Agreement respectively Project Agreement and employed by the Client respectively Innovenda.
3. Innovenda will comit to it that the Agreement will be performed according to the agreed planning
4. Both Parties are entiteld to terminate the Agreement respectively Project Agreement in writing troughout the duration of the Agreement, with a

notice period of one calender month, if and insofar one of the parties proves that the implementation of the original Agreement respectively Project Agreement and possible additional Agreements respectively Project Agreements can impossibly be completed or the complementation is hampered because of a good reason and reasonably can not be required

5. If the Client or Counterparty is in default with any legal or contractual obligation, or conditions arising from the (Project) Agreement to fulfill its obligation, Innovenda's claims are immedeliately due and Innovenda is entitled to terminate the Agreement , by choice, by writing a statement to the Client respectively Counterparty, or it can postpone obligations related to the (Project) Agreement. This does not make the firm unable to claim a compensation for its damage.
6. The Client will pay for all the activies done by Innovenda concerning the Agreement, if the Agreement is terminated for any reason. All quotations send to the client will still be charged and are directly claimable from the moment of termination of the Agreement. The client will also be held responsible for possible damage, loss of profit, and is obliged to compensate this financially to Innovenda.
7. Every party is entitled to immediatly and without court intervention end the Agreement or Project Agreement, if the other party:
  - a. Submitted a request for bankruptcy;
  - b. Submitted its assets to its creditors;
  - c. Filed a request for suspention of payment;
  - d. The firm is in state of liquidation or strike;
  - e. A great amount of the equity of the counterparty is seized
  - f. The counterparty loses free control of its equity in other ways
  - g. Passed away;
  - h. discontinues or transfers the company or an important part of it, including involvement of the company in a yet to be established

or existing company, or proceeds to make amendments to the objectives of its business.

In that case, Innovenda's claims on the Client or Counterparty are immediately due and Innovenda will be entitled to postpone her obligation to the Client partly or completely until the Client or Counterparty is sure that it can fulfill its part of the Agreement. If this security can't be reached within a reasonable period of time determined by Innovenda, Innovenda is allowed to terminate the Agreement, which does not lessen their claim for a compensation for damages

8. Innovenda does not have to pay any compensation for damage to the Client, in this case.
9. If the Agreement is terminated both parties need to give all of the materials that belong to the other party back immediately.
10. If the products and/or services delivered by Innovenda do not function or do not function like they should the Client is not entitled to end the Agreement immediately.

#### **Article 17 USE OF E-MAIL**

1. During the implementation of the Agreement or Project Agreement Innovenda will communicate by the use of E-mail
2. Both Parties acknowledge that there are risks to using e-mail such as - but not limited to - mutilation, delay and/or viruses. Both Parties are not responsible for damage related to the use of e-mail. Both parties will do everything that is possible to prevent the occurrence of stated risks.

#### **Article 18 PROCESSING OF PERSONAL DATA**

1. Processing of personal data by Parties will occur as is described in the attributable laws and regulations in terms of the protection of personal data. Parties will use the personal data confidential and everyone that needs to have access to these data are required to be informed about the confidentiality of those data.

2. Every party considers personal data that is given to them for the Agreement or Project Agreement lawfully acquired and managed by the Counter Party.

#### **Article 19 CARE AND CONFIDENTIALITY**

1. Every party needs to handle information given concerning the Agreement or Project Agreement with care.
2. Parties are obliged to maintain secrecy of all confidential information concerning the Agreement or Project Agreement, that was given to them by the Counterparty or was acquired from other sources. Information is confidential when it is communicated by the other party or when it arises from other information. This obligation does not apply if the party has a professional of legal duty to come forward with the information or if a party is not obliged to confidentiality by the other party any longer.
3. The client respectively Counterparty will impose a confidential obligation to its employees and/or third parties that the client respectively Counterparty has employed for the implementation of the Agreement or Project Agreement, as stated in the second section of this article.
4. Innovenda is entitled to use the knowledge they have acquired from the Client or Counterparty, if they act for themselves in a disciplinary, civil or criminal proceedings, in so far this information can be of importance.

#### **Article 20 RETENTION OF TITLE AND RIGHT OF RETENTION**

1. All of Innovenda's delivered goods concerning the Agreement remain property of Innovenda, until the Client has fulfilled all its duties stated in the Agreement with Innovenda, including possible fines, rents and costs.
2. As long as there is a retention of title on the good supplied, the client is not allowed to vend, dispose or mortgage or in other ways transfer to Third parties.

3. The client has to do what is reasonably expected to secure Innovenda's property rights.
4. If third parties impound products supplied subject to reservation of title or intend to establish or claim right to it, the Client is obliged to notify Innovenda of this as soon as possible.
5. The Client is obliged to insure under retention of ownership supplied goods and to insure the goods for fire, explosion and water damage and theft, and to give the policy of this insurance, on first request, to Innovenda for consultancy. Innovenda is entitled to all payments resulting from insurance claims stated above. In so far as necessary the Client gives approval beforehand to co-operate on everything necessary or desirable concerning the Agreement or Project Agreement.
6. If Innovenda wants to exercise their property rights stated in this article, the Client gives unconditional approval beforehand to Innovenda and/or third parties that Innovenda has appointed to access the places where Innovenda's property is situated and to reclaim property.
7. Innovenda does not have to compensate damage suffered by the Client because of the readmission. The costs of readmission and the possible reparation of the goods will completely be charged to the client.
8. If Innovenda can not exercise their property rights because the supplied goods are mixed, transformed or investigated, the Client is obliged to sell the newly shaped goods to Innovenda
9. If the Client despite a written warning refuses to co-operate to the readmission of the delivered goods, the Client gets, without court interference, an immediately claimable fine of € 500,00 per day in default. If Innovenda readmits their goods, the contracted party will also receive a fine of 10% of the worth of the readmitted goods, this does not lessen Innovenda's right on full compensation of related damage to assignable failure of contracting party.
10. Innovenda is entitled to keep the goods ordered by the contracted party, until

the contracted party have paid what it owes to Innovenda, regardless if those goods belong to that concerning Agreement. The right of retention also belongs to Innovenda in case of bankruptcy of the contracted party.

#### **Article 21 REMAINING PROVISIONS**

1. If the Client wants to give the same assignment given to Innovenda to another party, they have to notify this to Innovenda with the name of the other party.
2. The Client respectively Counterparty is not allowed to transfer any rights given when it entered the Agreement or Project agreement to third parties, unless the Client transfers its complete business or with Innovenda's written approval.
3. Innovenda is always allowed to transfer its' rights and duties, given to them for the Agreement or Project Agreement, if they notify the Client respectively Counterparty about it.
4. In case of transfer of (a part of) Client's or Counterparty's business as is stated in article 7:662 of the Dutch Civil Code or if the Client or Counterparty merges with another business, the Client or Counterparty is obliged to inform the merging party on their contractual obligations to Innovenda in post-contract character. The post-contract obligations between Parties are: The Client or Counterparty has to make sure, in case of what is described in this section, that all rights and duties from the Agreement or Project Agreement entered by both Innovenda and the Client or Counterparty transfer to the merging party, unless Innovenda renounces its' rights and duties from this post-contract provision

#### **Article 22 CONFLICT OF CLAUSES**

If these Terms and Conditions and the Agreement or Project Agreement contain mutual conflicting provisions, the provisions in the Agreement or Project Agreement apply.

**Article 23 THE DUTCH TEXT IS BINDING**

In case of conflict of Terms and Conditions in foreign languages with the Dutch text or in case of different interpretations of and opinions about the foreign text, the Dutch text and interpretation are binding.

**Article 24 APPLICIBLE LAW, DISPUTES**

1. To all Agreements or Project agreements, to which these terms and conditions apply partially or in whole, only the Dutch law applies. Applicability of CISG(;Vienna Convention) is ruled out.
2. Taking in account what is stated in article 108 Rv, all disputes between parties shall be settled by the competent judge of the Courthouse Zeeland-West-Brabant, or a competent judge in the area of the Courthouse of Innovenda's choice.
3. By mutual consent of parties, disputes may also be settled by arbitration or binding advice.

**SUPPLEMENTARY PROVISIONS I****IN RESPECT OF PROJECT AGREEMENTS  
ON BEHALF OF INNOVENDA**

*The Supplementary Provisions I are a addition to the Standard Provisions of the Terms and Conditions of Innovenda. If a Supplementary Provision differs from a Standard Provision is the Supplementary Provisiosion binding.*

**Article 25 BILLING AND PAYMENT**

1. The invoices from the Counterparty, excluding the lawful content of invoices and in so far relevant, have to contain the following:
  - a. The name, the address and the VAT-number of parties as well as a reference from the Project Agreement;
  - b. The name of the bank and other payment details from the Counterparty;
  - c. The period of the performed activities that are related to the invoice;
  - d. The sum of money that has to be paid.
2. The invoices have to be sent to Innovenda with a specification of the hours made for Innovenda in the same period of time as is stated in invoice concerning the Project Agreement,
3. The invoices approved by Innovenda will be paid by Innovenda within 30 days after the reception of the invoice and after the activities in the invoice have been completed. The payment will be made taking into account Innovenda's rights and does not approve the activities performed. Innovenda reserves the right of postponing payment if the Project Agreement is not performed or incorrectly.

**Article 26 INTELLECTUAL AND INDUSTRIAL PROPERTY**

1. All materials that are paid for or given by the Counterparty for the implementation of the Project Agreement, will be immediately considered as transferred to Innovenda, on receipt or availability. The Counterparty will on first request of

Innovenda co-operate in every way possible to help Innovenda gain access to this property.

2. Innovenda will be the only and exclusive owner of the intellectual and industrial property right including the Materials that were given to them by the Counterparty for the implementation of the Agreement. In so far such rights are not directly transferred to Innovenda, the Counterparty will completely transfer them to Innovenda. The Counterparty will deliver all information and Materials necessary for the transfer of the rights. The Counterparty also empowers Innovenda to register those intellectual and industrial property rights.

**Article 27 SECRECY PROJECT AGREEMENTS**

1. The Counterparty will only share the information given to them with their employees and hired external Parties, in so far the employees and external Parties need to know this information for the implementation of the Agreement. If the Counterparty hires external parties and wants to give these parties access to this confidential information, permission of Innovenda is required first. The Counterparty will make sure their employees and hired external parties are sworn to secrecy about this information.
2. The Counterparty and its' employees and its' hired external parties, are sworn to secrecy about this information for 3 years after the Counterparty was given this information by Innovenda, or until the given information is shared by Innovenda. The Counterparty and its' employees are, however, not sworn to secrecy about the parts that were already shared with proof of the Counterparty or about the parts that were already in their possession before Innovenda gave it to them with proof of ownership or that given by a third party, that was not sworn to secrecy.
3. If the use of information by the Counterparty results in intellectual property rights or similar claims the

- counterparty does not have to transfer those right/claims to Innovenda.
4. The Counterparty will not apply for patent or any other claims, in any part of the world, for the give information and it will make sure that no one can do this, unless granted written approval beforehand from Innovenda or unless the request for patent or the claim is related to information that, can be proven by the Counterparty, was already in its possession before Innovenda informed about it or unless information was gained from third parties which were not sworn to secrecy.
  5. If the Counterparty violates what is stated in this article, the counterparty receives a fine of € 50.000,- per event , whitout any summons or notice of default, this does not free the Counterparty of compensation for damages resulting from the violation , if the damage costs more than the amount of money of the fine and this also does not take away Innovenda's rights to asks for fulfillment of these proceedings and the cessation of the infringement claim(s).  
Violation will be an important reason for Innovenda to end the Project Agreement, without paying any compensation for the damage of the Counterparty.

**SUPPLEMENTARY PROVISIONS II  
CONCERNING ICT GOODS AND/OR  
SERVICES AS DELIVERED BY INNOVENDA**

*The supplementary provisions II of these Terms and Conditions are an addition to the standard provisions. If the supplementary provisions II differ from the standard provisions the supplementary provisions II apply.*

**CHAPTER 1                      general terms ICT****ARTICLE 28 Duration of the agreement**

1. If and insofar the Agreement between parties is a fixed-term agreement, the duration agreed upon by both parties applies, if there is no agreed duration the duration of one year applies.
2. The duration of the Agreement will quietly be lengthened in the original agreed upon period, unless the Client or Innovenda terminates the Agreement in writing, taking into account a three month's notice, before the end of the period.

**ARTICLE 29 Confidentiality and take over of employees**

1. The Client and Innovenda both have to make sure that the information given by the other party, which they know or should know is confidential, remains secret. This prohibition does not apply if and insofar Innovenda has to give this information to third parties due to a court ruling, a legal regulation or for a good implementation of the Agreement. The party that receives this confidential information, will only use the information for the purpose they were given it for. Information will at least be considered as confidential if indicated by one of the parties.
2. The Client acknowledges that Innovenda's software will always be confidential and that this software contains Innovenda's business secrets and those of their supplier or those of the creator of the software.

**ARTICLE 30 Privacy and data-processing**

1. If necessary for the implementation of the Agreement  
The Client will inform Innovenda in writing about the method used for the implementation of its duties for protection of personal details based on the laws in terms of protection of personal details.
2. The Client indemnifies Innovenda against claims by persons whose personal data has been recorded or processed in the context of registration of persons held by the client or other registration which the client is accountable for by law, unless the Client proves that the facts underlying the claim are to be attributed to Innovenda.
3. The responsibility for the data that is processed during the use of Innovenda's services, lies completely with the Client. The client assures Innovenda that the content, the use and/or processing of the data is not unjustified and does not violate any rights of third parties. The Client indemnifies Innovenda against every legal claim of third parties related to this data or the implementation of the Agreement.

**ARTICLE 31 Security**

1. If Innovenda based on the Agreement is obliged to provide any form of information security, this security will meet the standards of the in writing agreed on specifications for the security. Innovenda does not guarantee the effectiveness of information security under all circumstances. If the agreement lacks an explicitly described method of security, the security will meet a level that, taken into account the state of technology, is not unreasonable for the vulnerability of the data and the costs of the security.
2. The access or identification codes and certificates given by Innovenda are confidential and will be treated like that and only authorised employees of the Client's own organisation will be given the codes and certifications. Innovenda is entitled to change attributed access or identification codes and certificates.



3. The client will secure its' systems and infrastucture properly and will always have working antivirus-software.

#### **ARTICLE 32 Passage of risks**

1. The risks of loss, theft, embezzlement or damage of goods, information (including: user names, codes and passwords), documents, software or database that were produced, delivered or used for the implementation of the Agreement, transfer to the Client from the moment the Client or assistant used by the Client's disposal gain acces of stated items.

#### **ARTICLE 33 Intellectual Property**

1. If Innovenda is prepeared to undertake the transfer of intellectual property rights, they can only comit in writing and explicitly. If parties agree in writing that intellectual property rights of specifically developed software, websites, databases, equipment or other materials for the Client, will be transferred to the Client, this does not affect the right of the possibility for Innovenda to use and or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and such that underly the development, without any limitations to use/exploit them for other purposes, either for themselves or for third parties. The transfer also does not effect Innovenda's intellectual property rights to make developments for themselves or third parties that are similar to those made for the Client.
2. All intelectual property rights on the for the Agreement made or given to the client software, websites, databases, equipment, education, test or exammaterial or other materials such as analyses, designs, documentation, reports, invoices, as well as those preparortary materials, only belong to Innovenda, their licensors or their suppliers. The Client is given the rights of use that are granted in this Terms and Conditions and the Parties' written Agreement

A right of use given to the client is non-exclusive, non-transferable, non-negotiable for cash and non-sublicensable.

3. The client will not (have someone) remove or (have someone) change the markings for the confidentiality or for the copyrights, brands, tradenames or any other property right from the software, websites, databases, equipment or materials
4. Even if the Agreement does not state this, Innovenda is allowed to install technological measures for the security of the equipment, databases, websites, given software, to the Client accesed software, and such related to the agreed on duration of the right of use of these objects. The client will not (have someone) remove or (have someone) avoid these technological measures.
5. Innovenda indemnifies the Client from any claim by third parties, which is based on the statement that by Innovenda devolped software, websites, databases, exuipent or other materials violate the intellectual rights of that third party, under condition that the Client immediatly informs Innovenda in writing about the existence and substance of the claim and leaves the handling of the case to Innovenda, under which possible settlements. The Client will give Innovenda the necessary authorizations, information and co-operation to counter these claims. This obligation to indemnify expires if these claimed violations are related to (i) materials made available by the Client to Innovenda to use for, processing or servicing or (ii) adjustments made by or on behalf of the client without written approval from Innovenda in the software, website, databases, equipment or other materials. In the event that it is judicially and irrevocably established that by Innovenda developed software, websites, databases, equipment or other materials violate any intellectual property rights of third parties or if Innovenda thinks such violation can occur, Innovenda will, if possible, make sure that the Client is still allowed to use the supplied goods, or functional similair other software, websites, databases, equipment or materials. Every other or

further duty of indemnity of Innovenda because of violation of intellectual property rights of third parties is excluded.

6. The Client assures that no rights of third parties counter against access to the supplier of equipment, software, for websites intended materials, databases and/or other material and/or designs, for the purpose of use, maintenance, editing, installation or integration. The Client indemnifies Innovenda against every claim of third parties that is based on the statement that giving access, use, maintenance, editing, installation or integration violates any rights of third parties.
7. Innovenda is never required to perform data conversion, unless this is expressly agreed upon in writing with the Client.

#### **ARTICLE 34 Obligations to co-operate**

1. Parties acknowledge that the success of the activities in terms of information- and communication technologies depend upon a timely and correct co-operation. The Client will always timely co-operate with Innovenda.
2. The Client risks the selection of the by Innovenda delivered works, goods and/or services. The Client will do its best to correctly and fully meet the standards Innovenda's achievement has to reach. In designs, images, catalogs, websites, invoices, advertisement material, normalisation folders and such like are not binding for Innovenda unless specifically stated otherwise by Innovenda.
3. If the Client uses employees and/or assistants, these employees and/or assistants need to have the necessary knowledge and experience. If Innovenda's employees perform work on a location of the Client, the Client will make sure that there are timely and without any costs necessary facilities, like a workspace with a computer and network facilities. Innovenda is not responsible for damage or costs because of transmission errors, errors or non-availability of these facilities, unless the Client proves that these damages or costs are the result of

intent or deliberate recklessness of Innovenda's company management.

4. The workspaces and facilities will meet all legal requirements. The Client indemnifies Innovenda of all claims of third parties, including Innovenda's employees, who suffer from damage related to the implementation of the agreement that is the result of acts or failure by the Client or of unsafe operations in their organisation. The Client will give the notice to Innovenda's employees to be utilised of the company and security rules applicable within its organisation before any work is performed.
5. If the Client gives Innovenda access to software, equipment or other means for services and products, the Client will make sure they have the necessary licenses or approvals for these means which Innovenda possibly needs.
6. The Client is responsible for the maintenance of the by Innovenda delivered products and/or services, including checking settings, and the method of how these results of the products and services are used. The client is also responsible for giving instructions to users and the use of users.
7. The Client will install, structure, parameterize, tune the (help) software on its' own on the necessary equipment and if necessary adjust the used equipment, other software and usage environment and procure its' own desires interoperability.

#### **ARTICLE 35 Information requirements**

1. To make a good implementation of the Agreement possible by Innovenda, the Client will give all data or information requested by Innovenda on time.
2. The Client assures correctness and completeness of the by them given data, information, designs and specifications to Innovenda. If the data, information, designs or specifications given by the client contain distinguishable inaccuracies, Innovenda will enquire the Client.
3. Regarding continuity, the Client will appoint a contact person or contact persons, who will act for the duration of the operations. The Client's contact

person(s) will have the required experience, specific knowledge and notion of the by the Client desired goals.

4. Innovenda only has to give the Client regular updates about the implementation of the agreement by using the Clients' contact person.

#### **ARTICLE 36 Project groups and steering committees**

1. When both parties take part in a project group or steering committee with several of their employees, updates will take place as is agreed on by the project group or steering committee.
2. Decisions made in the project group or steering committee in which both parties take part, only bind Innovenda if the decision-making has been done as is agreed upon by both Parties in writing, if there are no written agreements, Innovenda is only bound when it agrees with the decision in writing. Innovenda is never obliged to agree with a decision or execute one if they think the decision is incompatible with the content and/or a good implementation of the Agreement
3. The client agrees that their appointed persons that take part in the project group or steering committee, are entitled to take binding decisions for the Client.

#### **ARTICLE 37 Terms**

1. Innovenda will try to take in account the agreed on (delivery)terms and/or (delivery) data as much as possible. The interim delivery dates named by Innovenda or agreed by both Parties, are target dates, do not bind Innovenda and are indicative.
2. If a term threatens to overrun, Innovenda and the Client shall enter into consultations about how the consequences of this overrun will affect the further planning
3. In every case – also if Parties have agreed on a deadline- Innovenda is only in default because of the overrunning of that deadline after the Client has declared them in default in writing, whereby The Client gives Innovenda a reasonable term to make up for the

time lost and this reasonable term has expired. The notice of default has to contain a complete and detailed description of the shortcomings, so Innovenda can react adequate.

4. If it is agreed that the performance of the services agreed upon will take place in phases, Innovenda is entitled to postpone the beginning of performances that belong to a phase until the Client has approved the results of the previous phase in writing.
5. Innovenda is not bound to (delivery)dates or (delivery) term, if it is not a dead-line, if Parties agree on adjustment of the content or size of the Agreement (extra work, change of specifications etc.) or a adjustment of the method for the implementation of the Agreement, or if the Client does not or not on time fulfill its' duties stated in the Agreement, the Client can not terminate the Agreement

#### **ARTICLE 38 Annulment and cancellation of the Agreement**

1. If a Agreement does not end because of its' completion, and is entered for a indefinite time, One of the parties can terminate the agreement after a good consultation and after providing justification. If there was not agreed on a notice period, there has to be taken into account a reasonable period. Innovenda will not have to pay a compensation for damage after annulment.
2. The Client is not entitled to cancel a Agreement of services struck for a specific period interim.

#### **ARTICLE 39 Changes and Extra work**

1. If Innovenda has performed other work than agreed on in the Agreement with approval or at request of the Client, these operations or results will be paid by the Client in accordance with the agreed prices or if there was not agreed on specific prices in accordance with Innovenda's usual prices. Innovenda is not entitled to fulfill a certain request and Innovenda can request to make a separate agreement for this request.

2. Insofar there was agreed on a set price for the services, Innovenda will inform the client in writing about the financial consequences of extra work or results as mentioned in this article.

## **Chapter 2 Service**

*The provisions in this chapter 'Service' apply if Innovenda provides services to the client (that were not elaborated further in other chapters of these supplementary provisions), beyond the standard provisions and the supplementary provisions II Chapter one of the Terms and Conditions.*

### **ARTICLE 40 Implementation**

1. Innovenda will do its' best to carefully perform its' services, appropriate in accordance with the arrangements and procedures as agreed in writing with the Client. All of Innovenda's services shall be performed based on a best effort obligation, unless and insofar in the written Agreement explicitly has promised a result and that result is also described with enough definiteness in the Agreement.
2. Innovenda is not responsible for damage or costs that are the result of use or abuse of acces codes and identification codes or certificates, unless the abuse is the direct result of a deliberate recklessness on the part of Innovenda's management.
3. If the Agreement is entered with a view to the implementation by one specific person, Innovenda is still entitled to replace that specific person by one of more persons with the same and/or similar qualifications.
4. Innovenda does not have to follow the instruction of the Client when they perform their services, especially not if these insturctions change or supplement the content or size of the agreed services. If these instructions are, however, performed those performances will be paid in accordance with Innovenda's usual prices.

### **ARTICLE 41 Service Level Agreement**

1. Possible agreements concerning a service level (Service level agreement) will only be explicitly agreed on in

writing. The client will immediately inform innovenda about all the circumstances that can affect the service level and the access of it.

2. If arrangements about the service level were made, the access of software, systems and related services will be measured as such that in advance announced decommissioning by Innovenda because of preventive, corrective and adaptive maintenance or other forms of service and conditions that are outside the sphere of influence of Innovenda can be disregarded. Subject to proof of the Client, availability measured by Innovenda shall be conclusive evidence.

### **ARTICLE 42 Back-up**

1. If the services to the Client for the Agreement contain back-ups of the Client's data, Innovenda will make a complete back-up of the Client's data, regarding periods agreed upon in writing, and if not specified in the agreement, once a week. Innovenda will keep the back-up during the agreed upon term, and if not specified , during Innovenda's usual term. Innovenda will store the back-up carefully.
2. The Client is responsible for compliance with the aplying legal administrative requirements and retention requirement.

## **Chapter 3 Software-as-a-Service (SaaS)**

*The provision in this chapter 'Software as a Service (SaaS)' apply if Innovenda performs services under or in the area of Software-as-a-Service (aka: SaaS), beyond the standard provisions and supplementary provisions II Chapter 1 of these terms and conditions. For the appliance of these terms and conditions is considered SaaS: The placing keeping the software at the Client's disposal 'at a distance' via Internet or another data network, without giving the Client a fysical carrier with that software.*

**ARTICLE 43 Implementation of SaaS-service**

1. Innovenda only provides the SaaS-service if it is commissioned by the Client. The Client can not give Third Parties access to the services provided by Innovenda in the area of SaaS
2. If Innovenda carries out work based on a request or an authorised order granted by the government or relating to a legal obligation with regard to the Client's data, its employees or users, all the related costs shall be charged to the Client.
3. Innovenda can change the content or size of the SaaS-service. If those changes result in change of the Client's current products, Innovenda will inform the Client about this as soon as possible and the costs of these changes will be charged to the Client. In that case the Client is entitled to terminate the Agreement before the date on which the change shall be into force, unless this change is related to changes in the relevant legislation or other regulations given by an authorized authority or if Innovenda pays the costs for the change themselves.
4. Innovenda can pursue the implementation of the SaaS-service by using the changed version of the software. Innovenda does not have to change or add specific by the Client selected features or functionalities.
5. Innovenda can take the SaaS-service out of use completely or partly for preventive, corrective or adaptive maintenance or other sorts of service. Innovenda will not prolong the decommissioning for longer than necessary and will try to let the decommissioning take place out of office hours.
6. Innovenda does not have to give the Client a physical carrier of the software for the SaaS-service.

**ARTICLE 44 Warranty**

1. Innovenda does not guarantee that the software for the SaaS-service is flawless and functions without interruptions. Innovenda will do its best to repair faults in the software referred to in article 49.3 within a reasonable term, if

and insofar those faults concern software that is developed by Innovenda and if those faults are reported in detail and in writing by the Client. Innovenda is allowed to postpone the repair of faults until a new version of the software is put into service. Innovenda does not repair faults in software not developed by Innovenda. Innovenda is entitled to place temporary solutions or program bypasses or restrictions that are aimed at avoiding problems in the software. If the software is developed commissioned by Innovenda, Innovenda can charge the usual costs for the repair to the Client.

2. The Client shall check the risks for their organisation and take action based on the by Innovenda provided information about the measures to prevent and to limit the impact of malfunctions, defects in the SaaS-service, mutilation or loss of data or other incidents. Innovenda agrees to help the Client, on request by the Client, with taking action against Innovenda's financial terms. Innovenda does not have to repair lost or mutilated data.
3. Innovenda does not guarantee that software in the context of the SaaS-service will be adjusted to changes in relevant laws and regulations on time.

**ARTICLE 45 Protection of personal data**

1. The Client has obligations to third parties on the basis of the laws concerning the processing of personal data (such as the Personal Data Protection act), like obligation to give information, and provide access in, the obligation to correct and to delete personal data of the involved. The responsibility for the fulfilment of these obligations is completely and only for the Client. Parties consider Innovenda as the 'processor' of the personal data in terms of the Personal Data Protection Act.
2. Innovenda shall, as much as technologically is possible, provide support to the Client's obligations regarding article 45.1. The Costs for this support are not included in the agreed prices and Innovenda's

compensation and will be charged to the Client.

**ARTICLE 46 Commencement of service delivery; compensation**

1. Implementation of Innovenda's provided SaaS-service start within a reasonable period after the entering of the Agreement. The Client shall make sure that they have the necessary facilities for the use of the SaaS-service.
2. The Client has to pay the compensation for the SaaS-service that is agreed in the Agreement. If there isn't a agreed payment schedule all the amounts that regard Innovenda's SaaS-service will be charged per calendar month.

**Chapter 4 Software**

*The provisions in this chapter 'software' apply if Innovenda provides other software to the Client than the software that will be used for the SaaS-service, beyond the Standard provisions and the General Provisions II Chapter 1 of the Terms and Conditions.*

**ARTICLE 47 Right of use and operating limitations**

1. Innovenda puts the agreed computer programmes and the agreed user documentation at the disposal of the Client, as is stated in the user license, for the duration of the Agreement, hereinafter referred to as: 'the software'. The right of use of the software is non-exclusive, non-transferable, not-marketeable and cannot be sublicensed.
2. The obligation to provision by Innovenda and the right of use of the Client only apply to the so-called object code of the software. The right of use of the Client does not apply to the source code of the software. The software's source code and the technical documentation used during the development of the software will not be made available to the Client, even when the Client wants to pay for it.
3. The Client will comply with the agreed limitations to the right of use of the software, on all grounds.

4. If the Parties have agreed that the software only can be used in combination with other equipment, the Client is entitled to use equipment with the same qualifications, if the other equipment malfunctions, for the duration of the malfunction.
5. Innovenda may require that the Client does not put the software into service before the Client has received one or more codes for the use of the software from Innovenda, their suppliers or the producer of the software. Innovenda is entitled to take technological measures for the protection of the software against unauthorized use and/or against use with another method or for another purpose than is agreed on by the parties. The Client will not (have someone) remove or (have someone) override the technical provisions that are meant to protect the software.
6. The Client may only use the software for its own company or organisation and exclusively insofar necessary for intended usage. The Client shall not use the software for third parties, for example in the context of 'Software-as-a-Service'(SaaS) or 'outsourcing'
7. The Client is not allowed to sell or lease the software or to provide or on whatever method, for whatever purpose or under whatever title provide other thereafter limited rights to third parties. Neither shall the Client give a third party access – nor at a distance - to the software or transfer the software for hosting, The Client shall also not do this if that third party only uses the software on behalf of the Client.
8. The Client shall co-operate with researches on behalf of Innovenda concerning the fulfillment of the agreed operating limitations. The Client shall give access to its buildings and systems on Innovenda's first request. Innovenda shall process all the confidential company information that they were given by the Client for their research in a confidential way, as long as that information does not concern the software itself.

9. The Parties agree that the agreement concluded between the parties, insofar as it has the provision to use software to object, is never considered as a purchase agreement.
10. Innovenda is not obliged to provide maintenance of the software and/or to provide support to the users and/or operators of the software. If by way of derogation from aforementioned Innovenda is requested to provide maintenance and/support for the software, Innovenda can require that the Client concludes a separate Agreement for the performance of these services

#### **ARTICLE 48 Delivery and installation**

1. Innovenda shall , at its choice, deliver a data carrier in the agreed size or by lack of mentioned size, a by them determined size and Innovenda shall also provide online software to the Client.  
User documentation shall be provided, at choice of Innovenda, on paper or in a digital way in a language chosen by Innovenda.
2. Only if agreed upon will Innovenda install the software for the Client. If there were not made any arrangements about the installation the Client will install, structure, parameterise, tune and if nessacery adjust the used equipment and user environment themselves.

#### **ARTICLE 49 Acceptation**

1. If the parties have not agreed on a acceptance test, the Client accepts the software in the delivered state ('as is, where is'), therefore with all visible and invisble faults and defects, unabated Innovenda's obligations in accordance with the guaranteescheme of article 53. In this case, the software will be considered as accepted by the Client after the delivery or, if the installation by Innovenda is agreed in writing, after the completion of the installation.
2. If agreed on a acceptance test by both Parties, what is stated in the article 49.3 up to and including article 49.10 applies.

3. In these terms and conditions, 'faults' are considered: The software not meeting the substancial standards of the explicitly technical specification stated in writing, and, if it partly concerns costumized software, not meeting the standard of the explicitly agreed functional or technical specification. A fault only exists if the Client can prove it and if it is reproducible. The Client has to report faults immediately. Innoveda does not have any obligation concerning other faults in the software than the faults within the definition of these terms and conditions.
4. If an acceptance test is agreed, the test period is fourteen days after delivery or, if a installation by Innovenda is concluded in writing, fourteen days after the completion of the installation. During the test period the Client is not entitled to use the software for productive or operative purposes. The Client will perform the agreed acceptance test with qualified employees and within enough extent and depth.
5. If an acceptance test is agreed, the Client is obliged to test the supplied software on the expressed functional or technical specifications that were made known by Innovenda in writing and, if and insofar the software completely or partly concerns costumized software, the software has to be tested on the in writing expressed and agreed functional or technical specifications.
6. The software is considered as accepted :
  - a. If the Parties have agreed on an acceptance test: on the first day after the test period, or
  - b. If Innovenda receives a test report before the end of the test period as mentioned in article 49.7: on the moment that the faults mentioned in the test report have been repaired, unabated the presence of the faults that do not matter for the acceptance as mentioned in article 49.8, or
  - c. If the Client uses the software for productive or operational purposes: on the moment of that commisioning.

7. If during the implementation of the agreed acceptance test is noticed that the software contains faults, the Client will report the test result to Innovenda on the last day of the test period, those test results need to be clear, organized, in writing and detailed. Innovenda will do its best to repair the faults within a reasonable period, whereby Innovenda is entitled to place temporary solutions, program bypasses or limitations that avoid the problems.
8. The Client may not uphold the acceptance of the software for reasons that do not relate with the expressly written specifications that were agreed upon and also not because of minor mistakes, such as mistakes that do not prohibit the productive or operational use of the software, unabated the obligation of Innovenda to repair those minor mistakes as is stated in article 53. Acceptation may also not be upheld because of aspects that only mark the software in a subjective way, such as the esthethical aspects of the user interfaces.
9. If the software is delivered and tested in phases and/or parts, the non-acceptence of one seperate phase and/or part does not affect the acceptance of a previous phase and/or another part.
10. Acceptation of the Software as is indicated in this article results in the fullfilment of Innovenda's duties concerning the provision and delivery of the software and, if also installation of the software by Innovenda is agreed upon, Innovenda has also fulfilled its obligation concerning the installation. Acceptation of the Software does not affect the Client's rights stated in article 49.8. concerning minor defaults and the rights stated in article 53 concerning warranty.

#### **ARTICLE 50 Provision**

1. Innovenda will provide the software within a reasonable period after the entering of the Agreement.
2. Immediately after the Agreement has ended, the Client will return all of the copies of the software in their possession to Innovenda. If it is agreed that the

Client will destroy all their copies, the Client will immediately inform Innovenda about this destruction. Innovenda is not obligated to support the Client at the end or after the end of the Agreement with the desired data conversion.

#### **ARTICLE 51 Compensation for the right of use**

1. The compesion that has to be paid by the Client for the Right of use in the agreed moments, or in the absence of an agreed moment:
  - a. if Paties have not agreed that Innovenda installs the software:
    - After delivery of the software;
    - Or in case of periodic indebtedt compensation for right of use at delivery of the software and after that at the beginning of each new right of use period;
  - b. if parties have agreed that Innovenda istalls the software :
    - After completion of the installation;
    - Or in case of periodic indebtedt compensation for the right of use after completion of the installation and after that at the beginning of each new right of use period.

#### **ARTICLE 52 Changes in the software**

1. Excluding exeptions stated in the law, the Client is not entitled to change the software without written approval of Innovenda. Innovenda is entitled to refuse approval or attach conditions to the approval. The Client shall bear the full risk of all the changes made by the Client or by third parties on behalf of the Client – with or without Innovenda's approval.

#### **ARTIKEL 53 Warranty**

1. Innovenda will do its best to repair faults within a reasonable period if those faults occur within a period of three months after the delivery, or, if these faults were found during the acceptance test, and were reported to Innovenda in detail and in writing within a period of three months after the acceptance.



Innovenda does not guarantee that the software is suited for the actual and/or intended use. Innovenda also does not guarantee that the software will work without interruption and/or that every fault will be enhanced. The repair will be performed for free, unless the software is developed on behalf of the Client other than for a set price, in which case Innovenda will charge the repair in accordance with their usual prices.

2. Innovenda will charge the repair in accordance with their usual prices if it are user faults or the inexpert use of the Client or other causes that can not be attributed to Innovenda. The repair obligation shall expire if the Client changes or makes someone change the software without Innovenda's approval.
3. Repair of the faults will take place on a location and method that will be determined by Innovenda. Innovenda is entitled to place temporary solutions or programm bypasses or problem avoiding limitations in the software.
4. Innovenda does not have to repair mutilated or lost data.
5. Innovenda does not have any obligation on any ground or content whatsoever for any faults after the warranty period mentioned in article 53.2.

#### **ARTICLE 54 Software of suppliers**

1. If and insofar Innovenda provides software of third parties to the Client, the (license) conditions of that third party will, for what that software concerns, apply to the relationship between Innovenda and the Client, overruling the deviant provisions in these Terms and Conditions, unless the applicability of the (license)-conditions of that third party were notified by Innovenda in writing to the Client and those conditions are also given to the Client before or with the entering of the Agreement. By way of derogation from the sentence above, the Client is not due to invoke a omission by Innovenda to fulfill the information obligation that was mentioned before, if the Client concerns a party as meant in article 6:235 section 1 or section 3 BW.

2. If and in so far the conditions of the third party are considered as not applicable for the relationship between the client and Innovenda for any reason, what is stated in these terms and conditions counts unabridged.

#### **CHAPTER 5 Development of software and websites**

*The provisions in this chapter 'development of software and websites' apply, if Innovenda develops and/or software and/or a website for the Client and if Innovenda installs software and/or a website for the Client. , beyond the standard provisions and supplementary provisions II Chapter 1 and the provisions of the chapter 'Service' of these Terms and Conditions.*

#### **ARTICLE 55 Specifications and development of software and websites**

1. If Innovenda is not given a specification or a design for the software or website that is to be developed before the entering or with the entering of the Agreement, the Parties will specify which software or website will be developed and with which method the development will be done in good consultation.
2. Innovenda shall develop the software and/or website with care, taking into account the expressly agreed specifications or the design and also – where appropriate- taking into account the project organization, methods, techniques and/or procedures agreed with the Client. Before beginning development activities, Innovenda is allowed to ask the Client for a written approval of the specification or the design.
3. If Parties use a developing method that is based on the principal that the designing and/or development of (parts of) the software or website needs to be done on an iterative way (for example Scrum), the Parties will accept that activities in the beginning of the process will not be done fully or not fully based on the developed specifications and they will also accept that specifications, that are not agreed on before the start of the activities, can be changed during

the implementation of the agreement in good consultation taking into account the project approach that belongs to that certain development method. The parties will take decisions together about the specifications for the following phase of the project (for example a 'time-box') and/or decisions about the following sub-developments during the implementation of the agreement .

The Client accepts the risk that the software and/or the website will not necessarily have all the specifications. The Client will make sure that they have a permanent, active input and co-operation of the relevant end users within the Client's organisation, with regards to the testing and the (further) decision-making. The Client guarantees that its participating employees , who will be appointed key positions, have enough decision-making authority for this position. The Client ensures the diligence of their decisions about the progress during the implementation of the Agreement. If there are not made any clear and timely decisions about the progress by the Client about the project approach that belongs to that development method, Innovenda is entitled – but not obliged – to take fitting decisions in their opinion.

4. If the Parties use a development as mentioned in article 55.3, what is stated in article 49.1, article 49.4 until and including 49.8 and article 53.1 does not apply. The Client accepts the software and/or website in the condition at the end of the last development phase ('as is, where is'). Innovenda is not obliged to repair faults after the last development phase, unless expressly agreed in writing.
5. If there weren't made specific agreements about it, Innovenda will begin with the design and/or development activities within a reasonable period that is determined by them after the entering of the Agreement.
6. If it is requested the Client shall give Innovenda the opportunity to carry out their work outside the usual working

days and times in the office or the location of the Client.

7. Innovenda's prestation obligations for the development of a website do not include providing the so-called 'content management system'.
8. In Innovenda's prestation obligations are not included the maintenance of the software and/or the website, and/or the providing of support to the users and/or administration of the software and/or website. If in derogation to the previous, Innovenda has to provide maintenance and/or support, Innovenda can request the Client to enter a separate Agreement for the matter. These activities will be charged seperately against Innovenda's usual prices.

#### **ARTICLE 56 Delivery, installation and acceptance**

1. The provisions of article 48 about delivery and installation apply correspondingly.
2. Unless Innovenda based on the Agreement shall host the software and/or website on its own computersystem on behalf of the Client, Innvonda shall deliver the website on a information carrier and in a way determined by them to the Client or they shall provide it online to the Client.
3. The provisions in article 49 of these Terms and Conditions about acceptance apply correspondingly.

#### **ARTICLE 57 Right of Use**

1. Innovenda shall provide the developed software and/or website and the possible relating user documentation to the Client on request of the Client.
2. Only if this is agreed upon in writing, the sourcecode of the software and the technical documentation made during the development of the software shall be provide to the Client, in which case the Client is entitled to adjust the software.
3. Innovenda does not have to provide helpsoftware and programm- or datalibraries for the use and/or maintenance of the software.
4. The provisions of article 47 about the right of use and limitations tot he use apply correspondingly.

5. Only if agreed upon, the Client shall have no limitations to the right of use of the software and/or website – which differs from the provisions in article 57.4- .

#### **ARTICLE 58 Compensations**

1. If there is no payment schedule, all amounts that are related to the design and development of the software and/or website shall be owed once every calendar month in arrear.
2. In the price of the development activities is also included the compensation for the right of use of the software or website for the whole duration of the Agreement.
3. In the compensation for the development of the software is not included a compensation for the help software and programm and datalibraries, possible installation services and possible adjustment and/or maintenance of the software. From the compensation is also excluded the providing of support to the users of the software.

#### **ARTICLE 59 Warranty**

1. The provisions of article 53 about warranty apply correspondingly.
2. Innovenda does not guarantee that the website developed by them runs appropriate in all kinds of new versions of webbrowsers and other possible software. Innovenda also does not guarantee the website will run appropriately on all kinds of equipments.

#### **CHAPTER 6 Maintenance of software and support**

*The provisions in this Chapter 'Maintenance of software and support' apply if Innovenda provides services in the area of maintenance of software and support during the use of the software, beyond de standard provisions and the supplementary provisions II Chapter 1 and the provisions in the Chapter service of these terms and conditions.*

#### **ARTICLE 60 Maintenance services**

1. If agreed upon Innovenda carries out maintenance for the software determined in the Agreement. The maintenance obligation includes the repair of faults in the software as is stated in article 49.3 and – only if this is agreed in writing – providing new versions of the software as is stated in article 61.
2. The Client shall report the occurring faults in detail. After receiving the report, Innovenda shall do its best corresponding with their usual procedure to repair their faults and/or make improvements in newer versions of the software. The results shall be provided to the client in a by Innovenda determined method and period which shall depend on the urgency of the version and release policy of Innovenda. Innovenda is entitled to place temporary solutions or programm bypasses or limitations that avoid the problem in the software. The Client will install, arrange, parametrise, tune and if necessary the Client shall also adjust the used equipment and operating environment.
3. The provisions in the articles 53.3 and 53.4 apply correspondingly.
4. If Innovenda performs maintenance online, the Client will make sure that it has a good infrastructure and good network facilities.
5. The Client shall co-operate with Innovenda for the maintenance, including temporary cessation of the use of the software and making a back-up of the data.
6. If maintenance to software that was not delivered by Innovenda becomes necessary, the Client shall provide, if Innovenda desires this or thinks this is necessary for the maintenance, the source code and the technical (development) documentation of the software (including datamodels, designs, change-logs e.d.). The Client assures that it is entitled for this provision.  
The Client provides the supplier the right to use and adjust the software, including the source code and technical (development) documentation for the

implementation of the agreed maintenance.

7. The maintenance by Innovenda shall not affect the responsibility of the Client for the administration of the software, including checking the settings and the way results of programm-usage are handled. The Client shall install, arrange, parametrise and tune the (help) software themselves and if necessary also adjust the equipment, other equipment and the operating environment and realize the desired interoperability.

#### **ARTICLE 61 New versions of the software**

1. The maintenance includes the provision of new versions of the software, but only if this is agreed upon in writing. If the maintenance includes the provisions of new versions of the software, the provision shall take place if allowed by Innovenda.
2. Three months after the provision of the improved version Innovenda is no longer obliged to repair faults in the previous version and to provide support and/or maintenance for that previous version.
3. Innovenda can request that before the provision of a new version with new functionality the Client enters a further written Agreement with Innovenda and that for the provision a further compensation has to be paid. Innovenda can take over the functionality of the software from the previous version without changing anything, but Innovenda does not assure that every new version contains the same functionality as the previous version. Innovenda does not have to maintain, adjust or add features or functionality specifically determined for the Client.
4. Innovenda may require the Client to adjust its system (equipment, software e.d.), if necessary for the smooth functioning of the new version of the software.

#### **ARTICLE 62 Supportservices**

1. If Innovenda's services based on the Agreement also includes support for the

users and/or administrators, Innovenda shall give advise by telephone or per e-mail about the use and functioning of the software mentioned in the Agreement. Innovenda is allowed to give conditions for the qualifications or the number of persons that are eligible for the support. Innovenda shall consider well-founded request within a reasonable period of time in accordance with their usual procedures. Innovenda does not guarantee the correctness, completeness or promptness of reactions or of the provided support. The support will be carried out during Innovenda's usual business hours.

2. If Innovenda's services based on the Agreement also include the provision of so-called 'standby-services', Innovenda shall make sure that one or more of their employees are available on the named days and in the named hours. In that case, the Client is entitled to call upon the support of those available employees with urgency if there is a serious malfunction in the software. Innovenda does not guarantee that the malfunctions will be solved on time.
3. The maintenance and other agreed services as meant in this chapter shall be performed from the day on which the Agreement is entered, unless the Parties have agreed otherwise in writing.

#### **ARTICLE 63 Compensation**

1. If there is not expressly agreed on a payment schedual all amounts that are related tot he maintenance of the software and the other services stated in the Agreement that are mentioned in this chapter shall be indebted per calander month.
2. Amounts related to the maintenance of the software and other services stated in the Agreement that are mentioned in this chapter shall be indebted after the beginning of the Agreement. The compensation for the maintenance and other services is indebted, whether or not Innovenda uses the software or uses the possibility for maintenance or support.

**CHAPTER 7 Advice and consultancy**

*The provisions in this chapter 'Advice and consultancy' apply if Innovenda provides services in the area of advice and consultancy ,beyond the standard provisions and the supplementary provision II Chapter 1 and the provisions of the chapter 'service' of these terms and condions.*

**ARTICLE 64 Implementation advice and consultancy services**

1. The lead time of a assignment in the area of consultancy or advice depends on several determinants and cicumstances, such as the quality of the data and information that the Client provides and the co-operation of the Client and Third Parties. Unless this is agreed otherwise in writing, Innovenda shall not commit beforehand to a lead time of an assignment.
2. Innovenda's services will only be performed during Innovenda's usual working hours.
3. The Client's use of Innovenda's advice and/or consultancyreports is for the risk of the Client. Proof of (the method of) advice and consultancyservices not meeting the standards of what was agreed in writing or what can reasonably be expected from Innovenda, is completely for the Client, unabated Innovenda's right to deliver evidence to the contrary in all sorts of ways.
4. Without Innovenda's written aproval beforehand the Client is not entitled to inform a third party about Innovenda's procces, methods and techniques and/or the content of Innovenda's advice and reports. The Client shall not give Innovenda's report or advices to third parties or reveal it in another way.

**ARTICLE 65 Report**

1. Innovenda shall report periodically on the execution of the work in the way that is agreed on in writing. The Client shall beforehand inform Innovenda in writing about circumstances that can be of importance for Innovenda, such as the way of reporting, the questions that the

Client wants to focus on, the Client's prioritisation, availability of the Client's employees and recourses and special or unknown facts or cicumstances. The Client will make sure further distribution and acknowledgement of Innovenda's information is distributed within their organisation and will also rate information based on it and inform Innovenda about it.

**ARTICLE 66 Compensation**

1. If there is not agreed on a payment schedule, all compensations that are related to the services provided by Innovenda as are mentioned in this chapter shall be indebted per calendar month.

**Chapter 8 Hosting**

*The provisions in this chapter 'Hosting' apply if Innovenda provides services, under any name, in the area of 'hosting' and related services, beyond the standard provisions and the supplementary provisions II Chapter 1 and the provisions in the chapter 'Services' of these Terms and Conditions.*

**ARTICLE 67 Hosting services**

1. Innovenda will perform hosting services agreed with the Client.
2. If the Agreement has the provision of disk space of equipment as object, the Client shall not cross the agreed disk space, unless the consequences of this are expressly stated in the Agreement. The Agreement includes the provision of disk space on a server that is reserved solely and specifically for the Client, only if this is expressly agreed in writing. All of the use of the disk space, data transfer and other burdens of the system and infrastructure are limited to a maximum agreed between both Parties. The datatransfer that is not used by the Client in a certain period, can not be transferred to a following period. Innovenda will charge an extra compensation for the overstepping of the maximum corresponding with their usual prices.
3. The Client is responsible for the administration, including the checking of settings, the use of the hosting

service and the way on which the results are used. If there are not any explicit agreements about it, the Client shall install, arrange, parametrise, tune and if necessary adjust used equipment, other software and operating environments and realize the by the Client desired interoperability. Innovenda is not obliged to convert data.

4. Only if explicitly agreed upon in writing, the Agreement also has the tending or provision of backup and the disaster recovery services as object.
5. Innovenda can shut down the hosting service completely or partly for preventive, corrective or adaptive maintenance. Innovenda shall not make the shutdown last longer than necessary, and shall also try to do this after office hours, and only do this after consultation with the Client.
6. If Innovenda performs services based on the agreed related to a domain name, such as application, renewal or alienation or transfer to third parties, the Client has to take into account the rules and procedures of that (those) institution(s). Innovenda shall provide a written copy of those rules to the Client if they request this. Innovenda is not responsible for the correctness or promptness of the services or the achievement of the results desired by the Client. The Client is all of the application and/or registration costs in accordance with the agreed prices, or by lack of agreement: Innovenda's usual prices, indebted. Innovenda does not guarantee that the domain name shall be given to the Client.

#### **ARTICLE 68 Notice and Take Down**

1. The client will act carefully and not illegally against third parties, especially by respecting the intellectual property right and other right of third parties, and by respecting the privacy of third parties, by not spreading illegal data, by not procuring unauthorised access to systems, by not spreading viruses, other damaging programmes or data and by not doing illegal things or violate any other legal obligation.

2. In order to prevent liability to third parties or the consequences of it, Innovenda is entitled to take measures against an act or failure of or from risks of the Client. The Client shall delete data and/or information immediately from Innovenda's systems, at first request, if the client does not do this Innovenda is entitled to delete the data and/or information of choice themselves or make access to it impossible. Innovenda is also entitled to immediately, without warning, deny the Client access to their system if violation or threatening violation of the provision in article 68.1. occurs. The previous is without prejudice to any other action or pursue other legal and non-contractual rights of Innovenda for the Client. In this case, Innovenda is furthermore entitled to terminate the Agreement immediately, without having any responsibilities towards the Client.
3. Innovenda can not be desired to become a part about thoroughness against claim of third parties or of the Client's defense or to be involved in any way in a conflict between the Client and a third party. The Client shall in this respect have to settle with the third party and substantiate Innovenda in writing and properly inform them modestly.

#### **Chapter 9 Purchase of equipment**

*The provisions in this chapter 'purchase of equipment' apply if Innovenda sells equipment of any kind and/or other goods (corporeal goods) to the Client, beyond the Standard provisions and the supplementary provision II Chapter 1 of these Terms and Conditions.*

#### **ARTICLE 69 Purchase and Sale**

1. Innovenda sells equipment and/or other goods of nature and size as is agreed in writing, when the Client purchases this from Innovenda.
2. Innovenda does not guarantee that the equipment and/or goods are suitable for the actual and/or by the Client desired use at the delivery, unless the user purposes are specified clearly and without reservation in the written Agreement.

3. In the Innovenda's sales commitment is not included the assembling and installation of materials, consumables and customer products, batteries, stamps, ink (cartridges), toner articles, cables and accessories.
4. Innovenda does not guarantee that the equipment and/or goods, related assembly, installation and userinstructions are correct and that the equipment and/or goods contain the features that are mentioned in the instructions.

**ARTICLE 70 Delivery**

1. The equipment and/or goods sold by Innovenda to the Client shall be delivered to the Client from stock. Only if this agreed upon, shall Innovenda deliver the goods on a place appointed by the Client. In that case, Innovenda will notify the Client, as soon as possible about the time on which the firm or the transporters shall deliver the equipment and/or goods.
2. In the purchasing price of the equipment and/or goods are not included the costs for transport, insurance, rigging and hoisting, hiring of temporary facilities, etc. These costs shall be charged to the Client.
3. If the Client request Innovenda to delete old materials (such as networks, cabinets, cable ducts, packaging material, equipment) or Innovenda is legally required to do so, Innovenda can accept this request by a written assignment against usual prices. If and insofar Innovenda legally is not allowed to desire a compensation (e.g. based on the so-called dutch 'old for new regulation', they shall not ask for this compensation.
4. If parties have agreed in writing, Innovenda shall (have someone) install, (have someone) configure and/or (have someone) plug in the equipment and/or goods. In Innovenda's possible obligation to install and/or configure the equipment is not included the execution of a data converse and the instalment of software. Innovenda is not responsible for obtaining possible necessary licenses.

5. Innovenda is entitled to perform the Agreement in partial deliveries.

**ARTICLE 71 Test setup**

1. Only if agreed upon in writing, is Innovenda obliged to place a test setup relating to the equipment that the Client wants to purchase. Innovenda is allowed to bind (financial) conditions to the test setup. A test setup consist of a temporary installation of the equipment in a standard setting, exclusive accesoires, in a room that is appointed by the Client, before the Client makes the final purchasing decision. The Client is responsible for the use, damage, theft or loss of equipment that is part of the test setup.

**ARTICLE 72 Environmental requirements**

1. The Client has to provide an environment that meets Innovenda's specified requirements for the equipment and/or goods, including the temperature, humidity and technical environmental requirements.
2. The Client also has to make sure that work performed by third parties, such as construction work, is carried out adequate and on time.

**ARTICLE 73 Warranty**

1. Innovenda shall do its best to repair materials and manufacturing faults in the sold equipment and/or other sold goods, also in parts that Innovenda has delivered with warranty, within a reasonable period of time and without any cost, if these faults are reported to Innovenda in detail within three months after the delivery of those goods. If Innovenda thinks that the repair is not possible, that the repair is going to take a long time or that repair will cost unnecessary high amount of money, Innovenda is entitled to replace the equipment and/or good without charging anything with , similar, but not necasserily identical equipment and/or goods. The warranty shall not include data conversion which, is necessary due to repairs or replacement. All of the replaced parts are property of Innovenda. The warranty obligation

shall be extinguished if the faults in the equipment, goods or in the parts are partly or completely the result of incorrect, careless or unprofessional use, from external causes such as fire or waterdamage, or if the Client, without Innovenda's permission changes or has someone change the equipment or parts that Innovenda has delivered in connection with the warranty. Innovenda shall not withhold such permission on unreasonable grounds.

2. Every other or further claim from the Client on non-conformity of the delivered equipment and/or goods than stated in article 71.3 are excluded.
3. The costs for work and repair that are not in connection with this warranty shall be charged by Innovenda in accordance with Innovenda's usual prices.
4. Innovenda has under the purchase agreement no obligations related to faults and/or other defects that occur after the warranty period stated in article 73.1,

#### **ARTICLE 74 Equipment of Supplier**

1. If and insofar Innovenda sells equipment that originates from a third party to the Client, shall the sales conditions of those third parties, regarding that equipment, apply to the relationship between Innovenda and the Client, with exception of the provisions in these terms and conditions that differ from those, provided that the Client was informed on the applicability of the sales condition by Innovenda and that those conditions are provided to the Client with the entering of the Agreement. By way of derogation from the previous sentence, the client can not claim an omission of Innovenda to fulfill the previous stated information obligation, if the Client is a party as is stated in article 6:235 section 1 or section 3 of the dutch civil code
2. If and insofar the stated conditions of third parties in the relationship between the Client and Innovenda are considered as not applicable for whatever reason, what is stated in these terms and conditions applies.

## **CHAPTER 10 Lease of equipment**

*The provisions in this chapter 'Lease of equipment' apply if Innovenda rents out equipment of any kind to the Client, beyond the standard provisions and supplementary provisions II Chapter 1 of these Terms and Conditions.*

### **ARTICLE 75 Lease and rental**

1. Innovenda rents out equipment and related user documentation stated in the lease agreement to the client.
2. In the lease is not included the provision of software on separate data carriers and the use- and consumption articles that are necessary for the use of the equipment, such as batteries, ink(cartridges), toner articles, wires and accessories.
3. The lease begins on the day of the provision of the equipment to the Client.

### **ARTICLE 76 Pre-inspection**

1. Innovenda can draft a description of the state of the equipment before or at the provision by doing a pre-inspection in the presence of the Client, with reference of the detected defects. Innovenda can request the Client to sign the drafted report with this description for consent before Innovenda provides the Client with the equipment. The defects that are mentioned in that state shall be charged to Innovenda. The Parties shall, if a defect is detected, agree if, and if so on which way and within which period the repair of the defects in that state shall take place.
2. If the Client does not co-operate properly to the pre-inspection as is stated in article 76.1, Innovenda is entitled to perform the inspection without the presence of the Client and to draft the report themselves. This report is binding for the Client.
3. If there shall not be performed a pre-inspection, the Client is considered to have received the equipment in an undamaged and good state.



### **ARTICLE 77 Use of the equipment**

1. The Client shall only use the equipment in accordance with the purpose stated in the Agreement and on the locations stated in the Agreement and they shall only use the equipment for the benefit of their organisation or company. Use of the equipment for the benefit of third parties is not allowed. The right of use of the equipment is not transferable. The Client is not allowed to sublease the equipment to a third party or let a third party use the equipment.
2. The Client shall install, assemble and make the equipment ready to use.
3. The Client is not allowed to use the equipment or any part of it as deposit or security object or use it in another way.
4. The Client shall use and store the equipment carefully. The Client shall take enough measures to prevent damage. If the equipment is damaged the Client will immediately inform Innovenda about it. The Client is responsible for damage of the equipment towards Innovenda. In every case is the Client responsible towards Innovenda in case of theft, loss or embezzlement during the duration of the lease.
5. The client shall not adjust or add something to the equipment or a part of it. If there were still made adjustments or additions, the Client will undo or delete it at or before the end of the lease agreement.
6. Between the Parties applies that defects in the adjustments or addition from the Client are not defects that are stated in article 7:204 of the Dutch Civil Code. The Client can not hold Innovenda responsible for any of these defects. Innovenda does not have to repair or maintain any of these defects.
7. The Client can not claim any compensation related to the adjustment or additions made by them in the leased equipment, that were not undone or deleted after the end of the lease agreement.
8. The Client shall immediately inform Innovenda about possible seizure of the equipment, including the identity of the person laying the seizure and the

reason for seizure. The Client shall enable the repositor responsible for the seizure to inspect the lease agreement without delay.

### **ARTICLE 78 Maintenance of the leased equipment**

1. The client shall not maintain the leased equipment or let a third party maintain the leased equipment.
2. The Client shall immediately notify Innovenda on the detected defects in the leased equipment. Innovenda shall do its best to apply corrective maintenance that will be charged to them within a reasonable period of time. Innovenda is also entitled, but not obliged, to perform preventive maintenance. The Client shall give Innovenda the opportunity to perform corrective and/or preventive maintenance, if they request this. The Parties shall consult each other before the maintenance about the hours on which the maintenance will take place. During the period of maintenance the Client does not have the right to ask for replacing equipment.
3. Excluded from the obligation to reparation of defects are:
  - The repair of defects that the Client accepted by entering the lease agreement;
  - The repair of defects by external causes;
  - The repair of defects that the Client, its employees and/or third parties on behalf of the client are responsible for;
  - The repair of defects that are the result of careless, incorrect or incompetent use or use in contravention with the documentation;
  - The repair of defects that are the result of use of the equipment in contravention with the intended use of the equipment;
  - The repair of defects that are the results of unauthorized adjustments or additions to the equipment.
4. If Innovenda repairs or have someone repair the defects mentioned in the previous section, the Client has to pay

the costs for the repair in accordance with Innovenda's usual prices.

5. Innovenda can choose not to repair the defects in the equipment and to replace the equipment with other, similar, but not necessarily identical equipment.
6. Innovenda does not have to repair or reconstruct lost data.

#### **ARTICLE 79 Final inspection and return**

1. The Client shall return the equipment in its original state to Innovenda at the end of the lease agreement.
2. The Client shall co-operate with a joint final inspection of the state of the equipment before or on the last day of the lease period. There shall be made a joint report from the observations, that shall be signed by both Parties. If the Client does not co-operate with the final inspection, Innovenda is entitled to perform the final inspection without the presence of the Client and the make the report themselves. This report is binding for the Client.
3. Innovenda is entitled to repair the defects mentioned in the report of the final inspection and defects that are reasonably for the risk and costs of the client, on the cost of the Client. The Client is responsible for Innovenda's damage because of temporary uselessness or further non rentability of the equipment.
4. If the Client has not undone an adjustment to the equipment or removed an addition at the end of the lease, The Client has given up every right of those adjustments and/or additions.

#### **Chapter 11 Maintenance of equipment**

*The provisions in this chapter 'Maintenance of equipment' apply if Innovenda maintains equipment of any kind on behalf of the client, beyond the Standard provisions and supplementary provisions II and the provisions of the chapter 'Service' of these terms and conditions.*

#### **ARTICLE 80 Maintenance services**

1. Innovenda shall (have someone) perform maintenance related to the equipment mentioned in the Agreement.
2. During the time that the possession of the equipment has to be maintained, the Client has no right on temporary replacing equipment.
3. The content and size of the maintenance services that have to be done and the possible related service level shall be established in an Agreement in writing. If there is no Agreement, Innovenda is obliged to do its best to repair malfunctions that the Client has informed Innovenda properly on, within a reasonable period of time. Under 'malfunction' is considered in this Terms and Conditions the not or not without interruption fulfilment of the specifications of that equipment that Innovenda has expressly made known. A malfunction only occurs if the Client can prove this malfunction and if the malfunction can be reproduced. Innovenda is also entitled, but not obliged, to do preventative maintenance.
4. The Client shall notify Innovenda, immediately after a malfunction has occurred, by giving a detailed description.
5. The Client co-operates with Innovenda for the maintenance, such as the temporary elimination of the use of the equipment. The Client has to give Innovenda's employees or third parties appointed by Innovenda access to the location of the equipment, co-operate if necessary and give the equipment to Innovenda for the maintenance.
6. Before the Client gives the equipment to Innovenda for maintenance, the client has to make sure that there is a proper back-up of all the software and data on the equipment.
7. On request of Innovenda, a qualified employee of the Client shall be present for consultancy with the maintenance operations.
8. The Client is entitled to plug in equipment and systems that are not delivered by Innovenda in the equipment and to install software on it.

9. If Innovenda thinks that it is necessary for the maintenance of the equipment that the connections of equipment with other equipment or software is tested the Client shall provide the other software on equipment as well as the testprocedures and information carriers to Innovenda.
10. The testmaterial that is necessary for the maintenance that does not belong to Innovenda's normal equipment, has to be provided by the Client.
11. The Client carries the risk of loss, theft or damage during the period of time that the equipment is in the possession of Innovenda for the maintenance operations. The Client can decide to insure this risk.

#### **ARTICLE 81 Maintenance charges**

1. In the maintenance price is excluded:
  - Costs of (the replacement of) consumables such as batteries, stamps, ink(cartridges), tonerarticles, wires and accessoires;
  - Costs of (the replacement of) parts and maintenance services for the repair of malfunctions that are completely or partly caused by other attempts to repair by other parties;
  - Work for the revision of the equipment;
  - Modifications to the equipment;
  - Transfer, move, reinstallation of the equipment or work that is the result of this.
2. The compensation for maintenance is indebted regardless if the Client uses the equipment or if they use the possibility of maintenance.

#### **ARTICLE 82 Exclusions**

1. Work because of research or repair of malfunctions that are the result of or are related to user faults, incompetent use of the equipment or external causes, such as lack of internet, data or network connection, power supply, or links with equipment, software or materials that do not fall within the maintenance agreement, do not belong to the Innovenda's obligations based on the maintenance agreement.
2. The maintenance obligations do not include:

- The research or repair of malfunctions that are the result or relate to adjustments of the equipment that were not made by Innovenda or on behalf of Innovenda;
- The use of equipment in breach of the applying conditions and the omission of the Client to not let it be maintained on time.

Innovenda's maintenance obligations do also not include research or repair of malfunctions that relate to software installed on the equipment.

3. If Innovenda does research and/or maintenance related to what is stated in the article(s) 82.1 and/or 82.2, Innovenda can charge the costs for the research and/or maintenance in accordance with Innovenda's usual prices. The previous does not affect what the Client is indebted to Innovenda for the maintenance.
4. Innovenda does not have to repair malfunctions that are the result of mutilated or lost data.