

GENERAL TERMS AND CONDITIONS

DongIT B.V.

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1. GENERAL

1.1 Applicability

- 1.1.1** These conditions are applicable to all proposals and agreements and/or legal relationships between DongIT and Customer.
- 1.1.2** Any purchase or other conditions of the Client shall not be applicable. Applicability of any purchase or other conditions of Client or of third parties on behalf of Client is therefore expressly rejected by DongIT, unless DongIT has expressly accepted these in writing.
- 1.1.3** DongIT reserves the right to make alterations and/or additions to the General Conditions DongIT. The modified General Conditions DongIT will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.
- 1.1.4** Changes in and additions to the General Conditions DongIT and/or agreements made between DongIT and Customer are only valid when agreed to by DongIT in writing.
- 1.1.5** If the business name used by Customer denotes more than one (legal) person or organization, each will be responsible for the entire fulfilment of the obligations that may flow forth from the agreement with DongIT.
- 1.1.6** The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.
- 1.1.7** The Dutch version of the DongIT General Terms and Conditions is the authentic version of these terms and conditions, in the case of discrepancies between the Dutch and English translation the Dutch version shall prevail.

1.2 Definitions

- 1.2.1** In the General Conditions DongIT the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.
- 1.2.2** General Terms and Conditions for Third Parties: General conditions applicable to Third Party Products and Services.
- 1.2.3** Backup: Spare copies of digital data and/or files.
- 1.2.4** Security assessment: Checking one or more computer systems/applications for vulnerabilities, where these vulnerabilities can actually be used by DongIT to break into these systems. Penetration tests and vulnerability scans fall under the definition of Security Assessment.
- 1.2.5** Third Party Products and Services: All products and services provided by DongIT, the resulting provisions and related work originating from third parties of which possible intellectual property rights, industrial property rights and other rights do not in principle rest with DongIT.
- 1.2.6** Documentation: The further (functional) description of Products and Services to be delivered or provided to Customer.
- 1.2.7** Fixed Price: As further specified in clause 6.3.
- 1.2.8** Errors: As further described in Article 5.7.
- 1.2.9** Warranty: As further described in Article 5.9.
- 1.2.10** Feasibility study: As further defined in Article 5.1.1.
- 1.2.11** Hosting Services: Offering, maintaining and providing access to web space for storing information, data, or Application Software on the

DongIT Infrastructure or Third Party Infrastructure placed in data centres.

- 1.2.12** Infrastructure: The collection of information and communication technology facilities such as software and hardware including cabling that are used for data processing and/or telephony.
- 1.2.13** Third Party Infrastructure: That part of the Infrastructure that is managed and/or delivered via DongIT to Client and on which DongIT can in principle not exercise control. This is a Third Party Product and Service
- 1.2.14** DongIT Infrastructure: That part of the Infrastructure which is managed by DongIT in its Datacenter(s) and over which (Name of Customer) can exercise control.
- 1.2.15** Object code: The computer programming code in binary format. The Object Code is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.
- 1.2.16** Maintenance: As further defined in Article 2.2.
- 1.2.17** Client: Anyone who requests and orders the delivery of Products and Services.
- 1.2.18** Products and/or Services: All DongIT Products and Services and/or Third Party Products and Services provided by DongIT, the resulting provisions and related work.
- 1.2.19** DongIT: The private limited liability company Dong-I.T. B.V. (KvK 55184391), also h.o.d.n. DongIT and its legal successors or a company or partner affiliated to DongIT that has entered into a legal relationship with Client and has declared the General Terms and Conditions DongIT applicable.
- 1.2.20** DongIT Products and Services: All products and services provided by DongIT, the resulting provisions and related work which do not originate from third parties and of which possible intellectual property rights, industrial property rights and other rights rest with DongIT.
- 1.2.21** Source code: The computer programming code that can be represented in a format readable and understandable by an intermediate level programmer. It includes related Source Code system documentation, comments and procedural code. The Source Code does not include the Object Code.
- 1.2.22** Access facilities: Method by which users gain access to the Hosting. Access facilities can be for example browsers, (mobile) applications, Remote Desktop Protocol Clients etc.
- 1.2.23** Advance payment: As further described in Article 6.5.
- 1.2.24** Working days: Normal Dutch working hours (9.00-17.00 CET) and days (Monday to Friday), excluding national holidays.
- 1.3 Confirmation**
- 1.3.1** Verbal agreements, assignments or other expressions of whatever nature by employees of DongIT are only valid and binding when they have been confirmed in writing by authorized representatives of DongIT.
- 1.4 Offers**
- 1.4.1** All DongIT offers made are without engagement, unless the offer explicitly indicates otherwise in writing.
- 1.4.2** Offers of DongIT are based on the data, information or requirements made known by Customer as set out in clause 1.6.

1.5 Agreements

- 1.5.1** An agreement between DongIT and Customer, for which no further term has been agreed, has a term of 1 (one) year if the delivery concerns a Service for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.
- 1.5.2** Termination of the agreement as described in clause 1.5.1 occurs by means of a registered letter, which must be received by the other party no later than 40 (forty) days prior to commencement of the extension date of the agreement.
- 1.5.3** Contrary to the provisions of Article 1.5.2 In deviation from Article 1.5.1, an agreement in force between the parties that has been in force for more than one year cannot be terminated as long as a further and/or supplementary agreement remains in force between the parties. Termination of the agreement shall in that case only take place by the date on which the further agreement with the longest remaining term between the parties expires, with a minimum notice period of 3 (three) calendar months.
- 1.5.4** Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfil its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 1.5.5** DongIT has the right to, notwithstanding its right to claim full compensation for damages, immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, (also including WSNP) if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger, or a substantial part of its assets are subject to a prejudgment and / or execution order or the Customer's company loses the free disposal thereof. In these cases, any claim by DongIT will be immediately due, and DongIT will not be liable for this termination.
- 1.5.6** After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.6 Cooperation/Information Requirements Customer**
- 1.6.1** All assignments are performed by DongIT on the basis of data, information, wishes and/or requirements made known to DongIT by Client.
- 1.6.2** Client shall lend DongIT all cooperation and always timely supply all data and/or other information useful and necessary for a proper execution of the agreement. Client shall guarantee the correctness of these data and/or other information.
- 1.6.3** If data, information, wishes and/or requirements necessary for the execution of the agreement are not at DongIT's disposal, not in time and/or not in accordance with the arrangements, or if the Client fails to fulfil his obligations in any other way, DongIT shall in any case be entitled to terminate or annul the agreement or to suspend the execution of the agreement and DongIT shall be entitled to charge the ensuing costs, including but not limited to time reserved by DongIT, in accordance with its usual rates. DongIT shall not charge the Client the additional costs

referred to in this article if Client informs DongIT in writing at least 5 (five) Working Days in advance that Client cannot fulfil the request made by DongIT or cannot do so in time.

- 1.6.4** If DongIT proceeds on the basis of article 1.6.3 If DongIT proceeds to suspend, terminate or dissolve the agreement pursuant to article 1.6.1, amounts already due and/or paid in advance by Client shall remain due undiminished to DongIT.
- 1.6.5** In the case of changes or new facts arising in respect of data, information, wishes and/or requirements previously made available, DongIT shall be entitled at all times, in consultation with Client, to adjust the agreement to these new circumstances or to dissolve it, to terminate it, to charge extra costs and/or to suspend execution.
- 1.6.6** DongIT is entitled to estimate the extra costs as referred to in this article at 50 (fifty percent) of the agreed 1.6 estimated at 50 (fifty) percent (%) of the agreed order sum, without prejudice to DongIT's right to claim full compensation.
- 1.6.7** In case DongIT performs activities on location other than its own, Client shall provide the facilities reasonably required by DongIT, such as a workspace and telecommunication facilities, free of charge.
- 1.7 Confidentiality/Non-competition**
- 1.7.1** DongIT and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products and Services, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 1.7.2** DongIT is authorized, only after receipt of written approval from Customer, to place the name and logo of Customer or Customer's clients who are given rights to the Products and Services on the DongIT website and/or reference list and to make them available to third parties for information.
- 1.7.3** Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from DongIT during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of DongIT. Customer will ensure that its clients will comply with the foregoing obligation.
- 1.7.4** In the event that Customer breaches clause 1.7.3, Customer will be charged, without further notification required, a fine of € 50,000.- (fifty thousand euros) for each breach, undiminished the right of DongIT to claim full compensation for damages incurred.

1.8 Liability

- 1.8.1** DongIT's total liability shall be limited, in accordance with clauses 1.8.2 and 1.8.3 to compensation for direct damage and to a maximum of the amount received by DongIT of the price stipulated in the agreement (excluding VAT) to a maximum of € 250,000.- (two hundred and fifty thousand euros), whereby a sequence of events is regarded as one event.
- 1.8.2** If the agreement also includes an agreement over time with a term of more than 1 (one) year and DongIT's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to DongIT on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of € 250,000.- (two hundred and fifty thousand euros).
- 1.8.3** The total liability of both parties for a failure in the performance of a warranty obligation and/or an offered indemnification constitutes an exception to clauses 1.8.1 and 1.8.2; this is limited to twice the total amount of the

- compensations (excluding VAT) received by DongIT from Customer for 2 (two) years, with a maximum of € 350,000. (three hundred fifty thousand euros), whereby a sequence of events is regarded as one event.
- 1.8.4** DongIT has insured itself against damage. DongIT is in any case not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the agreement entered into with DongIT, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with DongIT's deductible (own risk), except in case of malicious intent ("opzet") or reckless disregard ("bewuste roekeloosheid").
- 1.8.5** DongIT's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000.- (one million euros), whereby a sequence of events is regarded as one event.
- 1.8.6** Direct damage is exclusively understood as:
- The reasonable costs made in determining the cause and extent of the damage;
 - The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
 - reasonable costs incurred to repair damage, insofar as Customer demonstrates that these costs have led to the repair of damage and DongIT, upon written request, is unable to offer a timely solution to repair damage itself.
- 1.8.7** DongIT's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.
- 1.8.8** With the exception of the cases mentioned in clause 1.8, DongIT has no liability for damage compensation regardless of what an action towards compensation is based upon.
- 1.8.9** DongIT's liability exists solely when Customer immediately and appropriately notifies DongIT of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and DongIT then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that DongIT is able to react adequately.
- 1.8.10** The condition for the existence of any right to compensation is always that Customer notifies DongIT in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.
- 1.8.11** Customer indemnifies DongIT from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by DongIT.
- 1.8.12** DongIT is not liable for damage regardless of its nature caused by Third Party Products and Services which DongIT has delivered to Customer. If possible DongIT will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.
- 1.8.13** Unless otherwise agreed upon in a service level agreement, DongIT is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time. DongIT is not liable for damage of any kind that is the result of the fact that DongIT must comply with certain, changing and new legislation and other regulations.
- 1.9 Transfer**
- 1.9.1** The agreement between DongIT and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from DongIT.
- 1.9.2** Customer gives DongIT in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:
- holding-, sister- and/or subsidiary companies;
 - a third party in the case of merger or acquisition of DongIT.
- In the event this happens, DongIT will inform Customer.
- 1.10 Force Majeure ("niet-toerekenbare tekortkoming")**
- 1.10.1** Neither party is obligated to fulfil any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond DongIT's power as well as business risks of DongIT, these include but are not limited to failure to perform by a supplier of DongIT, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and Services and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, (D)Dos-attacks, hacking, cracking or any downtime or unavailability caused by unlawful conduct by third parties, the destruction, damaging or disabling of any automated system or any system for telecommunication by whoever, causing interference in the course or the working of such system, or frustrating by whoever of a security measure taken with respect to such system, interference in networks, floods, lack-of-staff as a consequence of illness, strike, other employment conflicts or accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.10.2** When force majeure is of a temporary nature, DongIT has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.10.3** DongIT reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.10.4** In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.
- 1.11 Nullity**
- 1.11.1** If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.11.2** With regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with which the parties shall strive for the maintenance of the gist of this agreement (or the remainder of the term in question) in its totality.
- 1.12 Applicable Law and Dispute Resolution**
- 1.12.1** All agreements made between DongIT and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2** Disputes between parties which cannot be resolved

amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration by one arbiter. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration.

- 1.12.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before the qualified court of The Hague, location The Hague.
- 1.12.4 Either party also may, without waiving any remedy under the agreement, seek from the qualified court of The Hague, location The Hague, any interim or provisional relief that is necessary to protect the rights or property of that party, or start a debt collection procedure at this court.

2. DongIT PRODUCTS

2.1 User Rights Software Programs

- 2.1.1 Customer is granted the non-exclusive right to use the Products and Services and corresponding documentation.
- 2.1.2 User rights are limited exclusively to own use of the Products and Services for the agreed upon processing unit, number of users, servers and/or workstations. If no limitations have been agreed upon, user rights will be limited to the processing unit on which the Products and Services were first installed and the number of users, servers and/or workstations will be limited to 1 (one).
- 2.1.3 User rights for software Products and Services are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing and / or unless the right of use concerns a reproduction that takes place in the context of loading, displaying or correcting errors.
- 2.1.4 It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the (Custom work) Products and Services in any way, without the prior written approval from DongIT. Customer is prohibited from adding functionalities to (Custom work) Products and Services.
- 2.1.5 Customer is permitted for security purposes to make one cold Backup of the Products and Services made available, if a Backup is not made available by DongIT. The backup made may not be used by Customer for operational purposes without the prior written consent of DongIT.
- 2.1.6 User rights on the Products and Services cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).
- 2.1.7 Customer does not have the right to make the Products and Services available, whether or not for a fee, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies of Customer).
- 2.1.8 Reverse engineering or decompilation, or in any other way change the Products and Services to a human-readable form, is not permitted by Customer, unless such is explicitly permitted by law.
- 2.1.9 The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.
- 2.1.10 The extent of the user rights on Third Party Products and Services is determined by the Third Party General Conditions as described in clause 4. Where the aforementioned does not deviate from the Third Party General Conditions, the aforementioned will also be applicable.

2.2 Maintenance

- 2.2.1 Depending on the Products and Services, DongIT may offer

Customer the option of acquiring Maintenance. If DongIT provides Source Codes to Customer, then that provision is made for the sole purpose that DongIT performs (in) direct Maintenance and / or can perform maintenance at the location of Customer, unless explicitly agreed otherwise in writing. Customer is explicitly not permitted to perform Maintenance on the Product itself during or after the Maintenance Agreement.

- 2.2.2 Maintenance on the DongIT Products and Services takes place on the basis of a periodic Advance and against conditions to be agreed upon. Insofar as not deviated from in the conditions to be agreed upon, the provisions of Article 2.2 apply.

2.2.3 Maintenance includes providing updates and documentation of the licensed DongIT Products and Services delivered to Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the DongIT Product that has been made available. DongIT is not obliged to actively keep Customer up to date concerning possible updates.

- 2.2.4 If Maintenance results in a functional improvement, DongIT will have the right to charge extra payment to compensate for this functional improvement.

2.2.5 DongIT is authorized to refuse the provision of Maintenance if the DongIT Products and Services provided by DongIT or the environment in which the DongIT Products and Services operate are altered by Customer in any way or form.

- 2.2.6 If Customer refuses to install updates that are offered by DongIT to Customer, then DongIT reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.

2.3 Advice

2.3.1 All Products and Services that can be considered advice or which can be described as Advice, such as but not limited to Support (clause 2.4) Feasibility Study, will only be given to the best of DongIT's knowledge and capability.

- 2.3.2 DongIT is not responsible and/or liable if the activities that flow forth from Advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.

2.3.3 DongIT will provide Advice on the basis of the conditions required by DongIT and information received from Customer as mentioned in clause 1.6. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.

2.4 Support

2.4.1 Support consists of giving verbal (telephonic) and written (e-mail) advice on the use and operation of the DongIT Products and Services. Support is in principle made on the basis of Subsequent Calculation.

- 2.4.2 DongIT shall in principle only provide Support on the most recent updates of the DongIT Products and Services. DongIT is entitled at its discretion to provide Support on older versions, releases, etc. of the DongIT Products and Services.

2.5 Security assessment

2.5.1 If Client has agreed with DongIT on a Security Assessment, Client consents to the performance of security tests by DongIT on the applications, application and Infrastructure (including supporting networks and systems) of Client and/or third parties engaged by Client.

- 2.5.2 Security Assessments may include vulnerability scans and/or penetration tests on production, development, and/or acceptance environments, unless Client has

- explicitly indicated in writing prior to the Security Assessment that it does not want certain techniques, systems, targets or scans.
- 2.5.3** Client declares that it is authorised to issue the consent mentioned in artiClient declares that it is authorized to grant permission as referred to in article 2.6, also on behalf of third parties engaged by Client for the execution of the services and who may be affected by the security tests by DongIT.
- 2.5.4** Client understands and agrees, that by performing Security Assessments by DongIT, access may be gained to systems and data other than those mentioned in article 2.5.1 are mentioned. Should this happen, DongIT shall consult Client on how the Security Assessment can be continued or what measures must be taken.
- 2.5.5** DongIT points out that a security test does not demonstrate that a system is secure. A Security Assessment can only show that the security measures are (in)effective, or that potential security problems exist at the time of testing.
- 2.5.6** Client is aware that a Security Assessment may cause failures or damage to systems or infrastructures. Client indemnifies DongIT and holds DongIT harmless from all claims of Client and/or third parties in connection with a Security Assessment performed by DongIT.
- 2.5.7** If DongIT, during the Security Assessment, acts within the limits of the order, but in doing so performs acts that are (possibly) unlawful according to the letter of the law, Client shall not report DongIT. DongIT is not liable for damage caused by possible unlawful acts as referred to in this article paragraph.
- 2.6 Custom Work**
- 2.6.1** All assignments consisting wholly or partially of custom work are billed on the basis of Fixed Price or Subsequent Calculation.
- 2.6.2** Parties shall specify in writing the manner of development and the DongIT Product to be developed. DongIT will carry out the DongIT Product development activities with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.
- 2.6.3** DongIT is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to DongIT and, if it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.
- 2.6.4** The development of customization takes place according to the following primary phases:
a) Functional design phase.
b) Technical design phase.
c) Development of modules phase.
- 2.6.5** If Customer does not wish to follow the aforementioned phases, this will be entirely at the risk (and expense) of Customer.
- 2.6.6** Following contact between Customer and DongIT, a report may be provided to Customer. If Customer does not explicitly notify DongIT in writing of any incorrectness in the report within 4 (four) Business Days after the report has been sent to Customer, the report and its contents will be deemed to be approved and accepted by Customer. If the matter is urgent, DongIT may require the Customer to immediately approve or disapprove of the report.
- 2.6.7** A deviation of 10% in the prices mentioned will be deemed to be accepted by Customer and will not require further notification to and/or approval by Customer.
- 2.6.8** Intellectual property rights, industrial property rights, and other rights to custom work remain at all times with DongIT, as described in clause 7.1.
- 2.7 Additional Work**
- 2.7.1** If, in the opinion of DongIT, a change request by Customer is in fact a request for additional work, DongIT will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.
- 2.7.2** It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.
- 2.8 Installation and Implementation**
- 2.8.1** DongIT will only install and/or implement the DongIT Products and Services or have them installed and/or implemented if agreed upon in writing.
- 2.8.2** Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by DongIT have been met in order to ensure a successful installation and/or implementation.
- 2.8.3** Customer will ensure and is entirely responsible for fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.
- 2.8.4** If implementation and/or installation has not been performed within the agreed upon time schedule due to Customer's fault, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of DongIT to proceed with installation and/or implementation at a later time period.
- 2.9 Back-ups**
- Client is, as far as possible, responsible for making timely Back-ups. DongIT shall, on request of Client, disclose to Client the procedures that may be necessary for the protection of data and for making Back-ups.
- 2.9.1** DongIT shall only make Back-ups if and insofar it has been expressly agreed in writing that DongIT shall make Back-ups, wholly or partly. DongIT is in no case liable for these Back-ups concerning but not limited to the complete or partial loss of Back-ups and/or errors in the Back-ups or any other loss or disabling of data. Client is at all times fully responsible for regularly checking and testing the integrity, readability and usability of the Back-ups. This also applies if DongIT restores a Back-up on behalf of Client, regardless of the reason for restoring.
- 2.9.2** Client remains fully responsible for making Backups in advance if Client performs or has a third party perform actions that may lead to loss of data with regard to the Products and Services and/or the environments and/or equipment on which the Products and Services operate. DongIT is not liable for damage if Client has not observed this article 2.9.3.
- 2.10 Activities**
- 2.10.1** All activities, Maintenance, Support and other services will take place without interruption on Business Days and under normal working conditions.
- 2.10.2** For every continuous period within which DongIT performs activities for less than 3 (three) hours at a location other than DongIT's place of business, DongIT will be entitled to charge Customer for a minimum of 3 (three) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.
- 2.10.3** Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Business

Days. The applicable rate will be increased with 100% for overtime on weekends and public holidays.

- 2.10.4** If parties agree that activities will take place in phases, DongIT will be entitled to postpone activities for the following phase until Customer has accepted in writing activities performed in the previous phase.
- 2.10.5** DongIT will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. DongIT is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.
- 2.10.6** DongIT is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

3. HOSTING-SERVICES

3.1 Hosting-services General

- 3.1.1** Hosting will only take place at a location approved by DongIT and on the equipment approved by DongIT.
- 3.1.2** DongIT may, at its sole discretion, provide Customer with the possibility to make enhancements, additions and/or changes in Hosting. If this possibility is offered by DongIT, Customer will be responsible and liable for all enhancements, additions and/or other changes made and consequences that may flow forth therefrom.
- 3.1.3** With regard to the access and use of Hosting, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by DongIT of which Customer has been notified directly or indirectly. Customer is required to maintain compliance with the conditions set out in this clause. If equipment and/or software do not comply with this clause, the obligations of DongIT to provide access to Hosting and the use of such may be postponed by DongIT.
- 3.1.4** Customer will enable DongIT to verify if the standards and/or requirements as set out in clause 3.1.3 are met.
- 3.1.5** If Customer, after the verification as set out in clause 3.1.4, still fails to meet the standards and/or requirements as set out in clause 3.1.3, DongIT will have the right to terminate or dissolve the agreement wholly or partially without prior notification like a letter of default, and/or judicial intervention.
- 3.1.6** Customer is required to follow instructions given by DongIT regarding Hosting.
- 3.1.7** DongIT is entitled to view log files and the like for purposes of analysing the use of Hosting. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of DongIT). This does not apply to figures and data with regard to the use of Hosting, which are not directly traceable to Customer's use.
- 3.1.8** In the event Customer signals a malfunction, Customer must immediately report such to DongIT. This report must be sent via email to an email address to be announced by DongIT. After Customer has notified DongIT of the malfunction, DongIT will take the necessary steps, which will or could lead to a solution.
- 3.1.9** The costs for resolving a malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's act or failure to act in accordance with the agreement.
- 3.1.10** DongIT will inform Customer prior to the commencement of intended Maintenance with regard to Hosting, if Maintenance will lead to problems with regard to gaining access to Hosting or the non-availability of Hosting. In this

case Maintenance will take place from 00.00 until 06.00 hours (CET). Other Maintenance will take place during Business Days.

3.2 Responsibilities DongIT Hosting-service

- 3.2.1** DongIT shall ensure the provision of Hosting. DongIT will on a best effort basis and where influential by DongIT strive an availability percentage of: 95%.
- 3.2.2** The percentages mentioned in clause 3.2.1 are measured over a calendar year. The time for Maintenance is not included.
- 3.2.3** DongIT does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access.
- 3.2.4** DongIT does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.
- 3.2.5** DongIT will strive to provide all useful and necessary measures to ensure adequate operability and continuity of Hosting. DongIT uses protection programmes and methods that are recent and prevalent in the market.
- 3.2.6** DongIT will strive, in light of the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs used by DongIT and/or stored Process-data, in light of the provisions provided for under the agreement. If Customer wishes specific security measures (for example in view of the nature of the Process data), Customer must explicitly submit this wish to DongIT so that DongIT can, if possible, make a proposal for possible implementation thereof and the prices for that.

3.3 Browser

- 3.3.1** Customer can access the Hosting Services through a browser or Remote Desktop Protocol Client. The browsers for which the Hosting services are optimized at the moment of entering into the agreement, will be made know by DongIT.
- 3.3.2** DongIT is not obligated to maintain optimal access to Hosting through the browsers in clause 3.3.1. DongIT is entitled, without any form of (damage) compensation being required, to make changes in Hosting which may influence the browser or Remote Desktop Protocol Client used by Customer and/or advised by DongIT.
- 3.3.3** In the event that the situation as described in clause 3.3.2 takes place, DongIT will use all reasonable endeavours to enable Customer to transition to a different browser or Remote Desktop Protocol Client. The costs incurred by Customer in doing so are for the account of Customer.

3.4 Use of Identification Codes

- 3.4.1** DongIT will make Identification Codes solely available to Customer for the use of Products and Services. Customer will use these Identification Codes with care. Customer will notify DongIT in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.
- 3.4.2** Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will DongIT be liable for the misuse and/or unauthorized use of Identification Codes.
- 3.4.3** It is prohibited for Customer to let multiple persons use the same Identification Codes without prior written permission from DongIT. DongIT may attach conditions to this permission.
- 3.4.4** If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, DongIT can provide Customer with instructions, which must be carried out.

- 3.4.5** If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.4.4, Customer will be in default immediately.
- 3.5 Changes in the Hosting-service**
- 3.5.1** DongIT is entitled, following a written notification taking into account a reasonable notification period and without any compensation to Customer, to make adjustments to and/or changes in Hosting offered such as but not limited to:
- a) entrance procedures, such as:
 - procedures regarding operational rules, and
 - security procedures.
 - b) changes in a third party provider/supplier, location, hardware, software and other facilities necessary for the provision of Hosting.
- 3.5.2** If any changes made have a significant negative impact on Customer's business or the functionality of Hosting, Customer may, after providing relevant proof of the deterioration in writing, request in writing that DongIT provide an alternative. If DongIT then fails to provide an alternative, Customer will have the right to terminate the use of Hosting, without any damage compensation required by DongIT and/or third party or restitution of amounts paid.
- 3.6 Data Traffic to and from Customer**
- 3.6.1** DongIT does not have any influence on or any insight in the data traffic from and/or to Customer. DongIT is merely a passive channel. DongIT does not give any warranties with regard to content of data such as but not limited to reliability and completeness.
- 3.6.2** Customer is responsible for the content of data traffic originating from Customer. Where applicable the Code of Conduct as set out in clause 3.9 will apply to Customer and its users.
- 3.6.3** Customer indemnifies and will keep DongIT free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.
- 3.6.4** Contrary to the terms of clause 7, Process-data will remain the (intellectual) property of Customer. Customer grants DongIT, without charge, a perpetual user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.
- 3.6.5** Process data are in principle kept as long as the agreement continues. After the end of the agreement DongIT is not obliged to keep Process-data.
- 3.6.6** DongIT will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. DongIT does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application.
- 3.6.7** All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.
- 3.7 Requirements Customer Hosting-service**
- 3.7.1** If Hosting includes hosting a website of Customer and / or on behalf of Customer, Customer must have a domain name, issued and registered by an authorized institution, in accordance with the institution concerned and according to the Third Party General Conditions used. Customer indemnifies and holds DongIT harmless against any form of claim, charge or action in connection with (the use of) the domain name on behalf of or by Customer.
- 3.7.2** If, through use of Hosting, personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify DongIT from all liability, costs or damage as a result of claims from a third party in the event personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines.
- 3.7.3** Customer will immediately inform DongIT in writing regarding changes that are relevant for the proper execution of Hosting.
- 3.7.4** Customer will follow the instructions given by DongIT regarding Fair Use. If Customer fails to follow the instructions given by DongIT, DongIT will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of Hosting to Customer. DongIT will never be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by DongIT or by a third party on behalf of DongIT.
- 3.8 Personal Data**
- 3.8.1** If Customer is the 'controller' ('verantwoordelijke') in terms of the General Data Protection Regulation (GDPR) and DongIT is the processor of personal data in terms of GDPR for Customer, all mentioned in 5.8. is applicable.
- 3.8.2** Customer acknowledges that the data processing as instructed to DongIT is lawful. Customer also acknowledges that it has ascertained that DongIT offers appropriate technical and organizational measures as referred to in Article 28 paragraph 1 of the GDPR, which also includes security measures as referred to in Article 32 of the GDPR.
- 3.8.3** Customer will indemnify DongIT against any allegation as a result of a violation of any person's privacy related to the foregoing.
- 3.8.4** Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of DongIT for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for DongIT. This information will not be provided to third parties, in the sense of GDPR, unless DongIT is obligated to do so on the basis of a court order.
- 3.9 Code of Conduct**
- 3.9.1** Customer will make use of Hosting and/or other facilities offered in a responsible manner. It is prohibited to use Hosting and/or other facilities offered in a manner that will result in:
- a) damage in the system of DongIT and/or third parties; or
 - b) interference with its use.
- 3.9.2** Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.
- 3.9.3** It is not permitted to use Hosting and/or facilities offered for activities that are illegal and/or in violation of the agreement. The foregoing includes amongst others the following activities:
- a) violation of a third party's rights or facilitating the violation of a third party rights, such as but not limited to intellectual property rights and privacy rights;
 - b) noncompliance to law and other applicable regulations;
 - c) spamming (unrequested distribution (or creating the possibility for third parties) of advertisement and/or other messages);
 - d) storage/distribution of (child) pornography;
 - e) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;
 - f) distribution or making available to third parties in any other manner of obscene, insulting and tormenting

- g) material and/or other material of similar nature; threats;
- h) storage and distribution of viruses, worms and/or other destructive activities;
- i) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or DongIT and/or the performance or non-performance of any other act that makes hacking possible.

3.9.4 DongIT reserves the right, at DongIT's sole discretion, if forced by law or a court order; and/or a third party informs DongIT and/or a suspicion exists that through Hosting a violation is made of the rights of a third party; there is a breach of the General Conditions DongIT and/or the agreement and the resulting obligations in question have not been met wholly or partially, to bar access to Hosting and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.

3.9.5 DongIT and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of DongIT on the basis of clause 3.9.4 Customer indemnifies DongIT from third parties for liability as a consequence of these measures. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of DongIT on the basis of clause 3.9.4.

3.9.6 If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by DongIT, as set out in clause 3.9.4, DongIT will be entitled in accordance with clause 1.5.3 to terminate the agreement, without any damage compensation or restitution of amounts paid being required.

4. THIRD PARTY PRODUCTS AND SERVICES

4.1 Third Party Products and Services

4.1.1 DongIT has the right to deliver Third Party Products and Services or make use of Third Party Products and Services in fulfilling its obligations flowing forth from the agreement. DongIT is not responsible for Third Party Products and Services, unless agreed upon otherwise in writing.

4.1.2 If DongIT delivers Third Party Products and Services to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions DongIT.

4.1.3 DongIT will deliver rights for Third Party Products and Services under the same conditions as indicated in the Third Party General Conditions.

4.1.4 No Maintenance, Support or other services will be carried out by DongIT on Third Party Products and Services, unless agreed upon otherwise in writing.

4.1.5 With regard to delivered Third Party Products and Services DongIT provides:

- a) The service on Third Party Products and Services, under no more than the same conditions as set out in the Third Party General Conditions.
- b) The guarantee for the term and under no more than the same conditions as stated in the Third Party General Conditions.

4.1.6 Repairs of Third Party Products and Services:

- a) Under no circumstances will the delivery of Third Party Products and Services be replaced, unless Customer explicitly requests this and pays the associated costs as Advance.
- b) Handling costs are associated with all repairs. If repairs take place elsewhere than at DongIT, call-out costs, hourly wages and other related costs will also be charged.

4.2 Third Party General Conditions

4.2.1 Third Party General Conditions that are declared applicable in these General Conditions DongIT shall, when available to DongIT, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by DongIT.

4.2.2 The General Conditions DongIT have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions DongIT and Third Party General Conditions, DongIT has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

5. DELIVERY

5.1 Feasibility study

5.1.1 A Feasibility Study is an investigation which can be carried out by DongIT prior to delivery. The objective of the Feasibility Study is to inform Customer at an early stage as to the feasibility of the assignment.

5.1.2 Based on the findings of the Feasibility Study, DongIT will provide a positive or negative delivery advice regarding the feasibility of the assignment. A positive delivery advice usually implies that DongIT will then carry on with the delivery. A negative delivery advice implies that DongIT will decline the delivery with cause and will provide an alternative where possible.

5.1.3 The costs of the Feasibility Study will always be borne by Customer regardless of the results of the Feasibility Study.

5.2 (Delivery) Dates

5.2.1 All (delivery) dates which may be named by and may be applicable to DongIT are determined to the best of DongIT's knowledge on the basis of information made known to DongIT and will be taken into consideration as much as possible.

5.2.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which DongIT shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then DongIT and Customer will consult with each other to agree on a substitute (delivery) date.

5.2.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by DongIT. DongIT does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

5.3 Reservations

5.3.1 DongIT shall commence execution of the agreement between DongIT and Customer only after a signed copy of the agreement drawn up by DongIT has been received by DongIT and/or having received timely payment of all amounts due in full. Should DongIT commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, DongIT reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.

5.3.2 Customer's rights, such as but not limited to the transfer of Products, are provided under the suspended condition that Customer timely pays the agreed compensations in full. In case of failure to pay, Customer must return the Products to DongIT at Customer's expense within one week of receiving the instruction from DongIT to do so. All other remedies in law remain applicable.

5.3.3 If Customer fabricates a new product, on the basis of the Products delivered by DongIT, this will be done on behalf of

DongIT and Customer will keep the new product for DongIT until all amounts due on the basis of the agreement have been paid on time and in full. DongIT will maintain all the rights as owner of the new product until the moment payments have been made on time and in full.

5.4 Risk

5.4.1 From the moment of delivery Customer will bear the risk of the Products delivered even if possible ownership and user rights have not yet been transferred. Customer will therefore be held accountable for full payment of the Products delivered regardless of the destruction of or the decline in value of the Products delivered due to circumstances for which DongIT cannot be held accountable.

5.4.2 The aforementioned will also be applicable from the moment in which Customer does not make it possible for DongIT to make a delivery.

5.5 Delivery, Installation and Acceptance Procedure

5.5.1 DongIT shall deliver the Products and Services to Customer in accordance with the specifications established in writing by DongIT and, if desired by Customer, shall install them.

5.5.2 Delivery of the Products and Services takes place when they are made available to Customer at DongIT's premises or at a Datacenter. The costs of transport and any insurance are at the expense of Customer. The choice of method of transport is determined by DongIT and insurance of the Products and Services to be transported is not arranged by DongIT, unless otherwise agreed in writing.

5.5.3 The delivery of services by or through DongIT takes place at the place and time that the services are performed.

5.5.4 Only if installation is carried out by DongIT, an acceptance period is applicable immediately following completion of the installation applicable. The acceptance period for Customer runs for 14 (fourteen) days following completion of the installation. During the acceptance period, Customer is not permitted to use the Products and Services for production and/or operational purposes.

5.5.5 The Products and Services shall be considered by both parties as accepted:

- a) upon delivery if there is no acceptance period applicable, or
- b) if an acceptance period is applicable, on the first day following the acceptance period, or
- c) when DongIT, before the end of the acceptance period, receives a Test Report (clause 5.6): at the moment that the Errors (clause 5.7) identified in that Test Report have been repaired, notwithstanding the presence of small Errors which according to clause 5.7.4 do not hinder acceptance.

5.5.6 If the Products and Services are delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

5.5.7 Contrary to the preceding, the Products and Services shall be considered as accepted if Customer uses the Products and Services in any manner for productive or operational purposes before the moment of acceptance. The Products and Services shall be considered as accepted from the beginning of any such use.

5.6 Test Report

5.6.1 If it becomes apparent during the acceptance period that the Products and Services contain Errors, as described in clause 5.7, which hinder the progress of the acceptance test, Customer shall inform DongIT no later than the last day of the acceptance period of the Errors in a written and as detailed as possible Test Report. In which case the still remaining acceptance period will be interrupted until such

time as the Product is so modified that the Errors are repaired.

5.7 Errors

5.7.1 Error(s) means the failure to fulfil the functional specifications set out in writing by DongIT and, in cases of developing custom work DongIT Products, the functional specifications expressly agreed upon in writing. An Error only exists where such can be demonstrated and reproduced. Customer is required to immediately report possible Errors to DongIT.

5.7.2 Every right to repair of Errors lapses if the Products and Services provided by DongIT are altered in any way or form.

5.7.3 The repair of Errors shall take place at the location to be determined by DongIT. DongIT is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding measures.

5.7.4 Acceptance of the Products may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Products and Services into productive or operational use.

5.8 Replacement Performance

5.8.1 DongIT is permitted to deliver alternative Products than those Products ordered by Customer if the performance and operation of such alternative Products is essentially no different from the Products ordered.

5.8.2 If the agreement is concluded with the objective of having activities carried out by a particular individual, DongIT will be entitled to replace this person with another person with the same or comparable qualifications.

5.9 Warranty

5.9.1 For a period of 3 (three) months (Warranty period), commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), DongIT shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to DongIT within the Warranty period. DongIT, at DongIT's sole discretion, is entitled at its expense to repair, modify or replace the Products and Services.

5.9.2 DongIT is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products if the Error is deemed to be caused by mistakes made by Customer, the result is of improper and non-careful use, the result is of other causes that may not be attributed to DongIT or if Customer could have reasonably detected the Error during the acceptance period.

5.9.3 The Warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. DongIT does not warrant that the Products shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer during or after the Warranty period. The Warranty obligation is void if Customer alters the Products and Services, or has them altered, without the written permission of DongIT, as required in clause 2.1.4.

5.9.4 After expiry of the Warranty period, DongIT shall not be bound to repair, modify and/or replace the Products and Services, unless parties have agreed otherwise.

5.9.5 The Warranty provided on Third Party Products is limited to the Third Party General Conditions as maintained by the supplier of Third Party Products as described in clause 6.

6. PRICES/PAYMENTS

6.1 Prices and Payments

- 6.1.1** All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 6.1.2** DongIT will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation, set-off ("verrekening") or suspending of obligations ("opschorting"). Complaints about the invoice must be brought to DongIT in writing and with proper arguments. Disputing of a part of the invoice, whether well-founded or not, leaves unhindered the obligation to pay the undisputed part in accordance with this clause.
- 6.1.3** Should Customer fail to fulfil any payment obligation, Customer is in breach without any further notification of breach being required. DongIT reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 175,- (hundredseventyfive euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.
- 6.1.4** Until full payment has been made, DongIT has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.
- 6.1.5** If DongIT is unable to make a delivery in time due to Customer, DongIT will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.
- 6.1.6** The fee for Maintenance, Support and any other annual or periodic fees are due as Advance at the time of the conclusion of the agreement between the parties and will be charged, properly specified to Customer, prior to each new year or any other period that the agreement between the parties.
- 6.1.7** The indebted amount meant in clause 6.1.1 may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of DongIT's office. In the event that activities need to take place outside of DongIT's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time allowance is 50% of the current hourly wage. The means of transportation will be determined by DongIT. The foregoing is also applicable to services provided outside of The Netherlands.
- 6.1.8** Above mentioned paragraphs leave all the legal rights of DongIT unhindered, when Customer fails to meet Customer's commitments.

6.2 Price Changes

- 6.2.1** The Prices agreed upon by DongIT and Customer are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of entering into the agreement. DongIT is authorized, in case of changes to one or more of the cost items (for instance Third Party Products and Services) and/or changes in the rate of

exchange, changes to the Consumer Price Indices (Consumentenprijsindices (CPI)) or the CBS index for business services (CBS Prijsindex 6202 Computeradvisering), to adjust prices to these changes. At least every January DongIT will increase its prices, based on the figures, published by CBS 'CBS Prijsindex 6202 Computeradvisering', on January 1st (if necessary based on the figures of Q3). Changes will be rounded off upwards to a multiple of € 2,50.-.

- 6.2.2** DongIT will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if and as long as the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

6.3 Fixed Price

- 6.3.1** In the case of a Fixed Price agreement, activities will be performed on the basis of a prior agreed upon price.
- 6.3.2** Unless DongIT can appeal to clause 1.6.5, extra hours will not be charged, in case a Fixed Price has been made.

6.4 Subsequent Calculation

- 6.4.1** When charges are to be based on Subsequent Calculation, this means that prior to DongIT commencing the agreed upon activities a global estimate can be made of the expected costs. On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. Customer is, then, aware that there is a possibility that the previously made estimate could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

6.5 Advance

- 6.5.1** DongIT has the right to charge payments in Advance. If full payment of the Advance is not made, DongIT has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

6.6 Payment terms

Unless otherwise agreed, the following payment terms apply to Customer:

- a) First installment, 30% of the amount due must be paid as an Advance;
- b) Second term, 40% of the amount due must be paid monthly in equal parts between the moment of entering into the agreement and the expected delivery / completion of the agreed Product;

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Rights of DongIT and Customer

- 7.1.1** DongIT has the exclusive right to further develop the DongIT Products and Services and place them at the disposal of third parties by means of licenses.
- 7.1.2** Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by DongIT, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with DongIT.
- 7.1.3** Customer acknowledges that all present and future

intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to DongIT.

- 7.1.4** Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products and Services, or to have such changes made by third parties.
- 7.1.5** The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Customer by means of a written deed, if DongIT has these rights.
- 7.1.6** In the event that DongIT, Customer or a third party makes functional improvements or other adjustments in the Products and Services the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product and Services will remain unchanged with DongIT or the rightful third party. If the above mentioned rights do not belong to DongIT or the rightful third party, Customer will cooperate in transferring the above mentioned rights to DongIT or the rightful third party free of charge.

7.2 Indemnification

7.2.1 DongIT shall protect Customer from any allegation to the effect that the DongIT Products and Services violate a copyright valid in The Netherlands or elsewhere in the European Economic Area (EEA). DongIT shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

- a) notifies DongIT immediately, but no later than within 10 (ten) days after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) hands over the case completely to DongIT, including all negotiations and arrangements that might lead to a settlement

In case of any such allegation or possible allegation, DongIT reserves the right to obtain a license or sub license on the DongIT Product in question or to change or replace the DongIT Product in such a way that the DongIT Product will no longer infringe a copyright valid in The Netherlands or elsewhere in the European Economic Area (EEA). If, at DongIT's sole discretion, the foregoing remedies are not a reasonable option, DongIT has the right to take the delivered DongIT Product back against reimbursement of payments made for the DongIT Product in question, minus a reasonable compensation for having made use of the DongIT Product.

7.2.2 DongIT shall not indemnify Customer against an action in the event that:

- a) such is based on the fact that the Third Party Products and Services provided to Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
- b) what has been provided by Customer is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere in the European Economic Area (EEA);
- c) Customer has made a change in or to the Product.

7.2.3 If DongIT and Customer agree that the intellectual property

rights, industrial property rights or any other rights of a DongIT Product, or a part thereof, will be transferred to Customer, Customer will indemnify DongIT against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.