



General Delivery Conditions

Version May 2016 (2.0)

Why these General Delivery Conditions?

Dear Client,

It is important to us that you are pleased with what we deliver. We apply two basic principles: We do what we promise and we promise what we can deliver.

Please let us know if you think that we have not acted in accordance with these two basic principles. In that case, we will- in consultation with you - try to find a solution that reasonably matches your wishes and our options as closely as possible. This is almost always possible.

If it is not possible, it is important that we both understand the formal agreements we can rely on. We have set out these formal agreements in these General Delivery Conditions.

The General Delivery Conditions of DearBytes are based on the general conditions proposed by the Nederland-ICT industry association. These conditions are often used in the Netherlands to arrange the conditions under which ICT goods and ICT services are provided.

Thank you for your trust in us.

DearBytes

This set of General Delivery Conditions contains the English translation of the (Dutch) Algemene Leveringsvoorwaarden of DearBytes B.V.

In case of discrepancies between the English translation and the Dutch original version, the conditions as described in the (Dutch) Algemene Leveringsvoorwaarden shall prevail.

The General Delivery Conditions of DearBytes consist of several sections.

Section 1 applies to all deliveries of goods and/or services by DearBytes.

Sections 2 to 12 are applicable if the goods and/or services referred to in the section are purchased.

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1 General section

Art. 1 Applicability of the General Delivery Conditions

- 1.1 The General Delivery Conditions apply to all offers and agreements whereby DearBytes delivers goods and/or services of any kind and under any name whatsoever to the Client.
- 1.2 Deviations and additions to these General Delivery Conditions are valid only if agreed in writing between the parties.
- 1.3 The applicability of any purchase conditions or other conditions of the Client are explicitly rejected.
- 1.4 If any provision of these General Delivery Conditions is invalid or unenforceable, the remaining provisions of these General Delivery Conditions will remain in full force. In such case, DearBytes and the Client will consult with the aim of agreeing on new provisions to replace the invalid or unenforceable provisions, which new provisions will observe the purpose and intent of the invalid or unenforceable provisions as far as possible.

Art. 2 Offers

- 2.1 All offers and other communications by DearBytes are without obligation, unless indicated otherwise in writing by DearBytes.
- 2.2 The Client is responsible for the accuracy and completeness of the information provided by or on its behalf to DearBytes and on which DearBytes bases its offer. The Client shall always exercise the utmost care that the requirements for the goods/services of DearBytes are accurate and complete. Dimensions and information mentioned in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets and the like are not binding on DearBytes, unless expressly otherwise stated by DearBytes.

Art. 3 Price and payment

- 3.1 All prices are exclusive of sales tax (VAT) and other charges that are imposed or will be imposed by the government. Unless otherwise agreed, all prices are in Euros and the Client must make all payments in Euros.
- 3.2 All cost estimates and budgets provided by DearBytes are indicative only, unless DearBytes specifies otherwise in writing. The Client can never derive rights or expectations from a cost estimate or budget provided by DearBytes. An available budget communicated by the Client to DearBytes shall never be considered as a (fixed) price agreed between the parties for the activities to be performed by DearBytes. Only if this has been agreed in writing between the parties is DearBytes bound to inform the Client of an imminent overrun of a cost estimate or budget provided by DearBytes.
- 3.3 If the Client consists of several natural persons and/or legal persons, each of these persons is jointly and severally liable to pay the amounts owed arising from the agreement.
- 3.4 The relevant documents and information included in the administration or systems of DearBytes shall provide full evidence of the activities performed by DearBytes and the corresponding amounts owed by the Client, without prejudice to the right of the Client to provide proof to the contrary.
- 3.5 In the case of a periodic payment obligation of the Client, DearBytes is entitled to adjust the prices and rates subject to written notice of at least three months. If the Client does not wish to agree to such an adjustment, the Client is entitled to cancel the agreement within thirty days after the notification of the adjustment of the agreement in writing, with effect from the date on which the adjustment would take effect. The Client, however, does not have such a right to give notice if the parties agreed to the adjustment of the prices and rates in accordance with an index or other benchmark agreed between the parties.
- 3.6 The parties will set out the date or dates on which DearBytes will invoice the Client for the agreed activities in the agreement. Outstanding amounts will be paid by the Client

according to the agreed payment conditions or those stated on the invoice. In the absence of specific arrangements, the Client will pay the invoice within a period determined by DearBytes.

- 3.7 If the Client fails to pay the outstanding amounts or fails to do so on time, the Client shall owe statutory interest on the outstanding amount owed without any warning or notice being required. If the Client fails to pay the claim after a demand or notice of default, DearBytes can pass on the claim to a third party, in which case in addition to the total amount then owed, the Client will be obliged to pay all reasonable legal and other costs, including all reasonable and reasonably necessary expenses charged by external experts.

Art. 4 Duration of the agreement

- 4.1 If and insofar as the agreement concluded between the parties is a continuing performance contract, this agreement is entered into for the term agreed between the parties, failing which the agreement term is a period of one year.

Art. 5 Confidentiality and acquisition staff

- 5.1 The Client and DearBytes shall ensure that all of the information received from the other party of which it is known or reasonably should be known that they are confidential in nature, shall continue to remain confidential. The party receiving the confidential information shall only use it for the purpose for which it was provided. Information shall, in any event, be considered confidential if it is designated as such by one of the parties. In any event, all materials (including equipment/software), data or other information relating to the IT infrastructure of the Client, including the security of the IT infrastructure of the Client, shall be considered confidential.
- 5.2 The Client acknowledges that software provided by DearBytes always has a confidential nature and contains trade secrets of DearBytes, its supplier or the manufacturer of the software.
- 5.3 Each party shall not employ or otherwise engage, directly or indirectly, employees of the other party who are involved or have been involved in the execution of the agreement, during the term of the agreement and for one year after the end of agreement without the prior written consent of the other party. Conditions may be attached to such consent.

Art. 6 Privacy, data processing and data security

- 6.1 If the Client and DearBytes deem it important for the execution of the agreement, the Client will immediately upon request inform DearBytes in writing of the manner in which the Client performs its obligations under legislation concerning the protection of personal data.
- 6.2 The Client will indemnify DearBytes against claims by persons whose personal data has been recorded or processed in the context of a register of persons held by the Client or for which the Client is otherwise responsible under the law, unless the Client proves that the facts underlying the claim can be exclusively attributed to DearBytes.
- 6.3 The responsibility for data processed using a service provided by DearBytes rests solely with the Client. The Client shall guarantee DearBytes that the content, use and/or processing of the data are not illegal and do not infringe any rights of a third party. The Client will indemnify DearBytes against any third party claims, for whatever reason, in relation to this data or the execution of the agreement.
- 6.4 If DearBytes is obliged under the agreement to provide some form of information security, this security shall meet the specifications for security agreed between the parties in writing. DearBytes shall never guarantee that the information security will be effective in all circumstances. If an explicit security described in the agreement is missing, the security will meet a level that is reasonable given the state of the art,

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the sensitivity of the data and the costs associated with the implementation of the security.

- 6.5 If use is made of computer, data or telecommunications facilities during the execution of the agreement or otherwise, DearBytes is entitled to assign the Client access or identification codes. DearBytes is entitled to change the assigned access or identification codes. The Client shall treat the access and identification codes as confidential and with due care, and shall only make these known to authorized personnel. DearBytes is never liable for any damage or costs arising from the use or misuse made of access or identification codes, unless the misuse was possible as a direct result of an act or omission of DearBytes.
- 6.6 The Client shall adequately protect its systems and infrastructure and shall always have antivirus software operational.

Art. 7 Retention of title and rights, specification and suspension

- 7.1 All products delivered to the Client remain the property of DearBytes until all amounts owed to DearBytes by the Client under the agreement between the parties are paid in full to DearBytes. A Client acting as a reseller may sell and deliver all products subject to the retention of title of DearBytes, to the extent this is customary in the context of the normal course of its business. If the Client (also) creates new products from the products delivered by DearBytes, the Client creates such product solely for DearBytes and the Client shall hold the newly created product for DearBytes until the Client has paid all amounts due under the agreement; in such case, DearBytes remains the owner of the newly created product until payment in full by the Client.
- 7.2 The property law consequences of the retention of title of a product intended for export are governed by the law of the State of destination if that right contains more favourable provisions for DearBytes in this respect.
- 7.3 Rights, including any rights of use, are granted or transferred to the Client where appropriate under the condition that the Client has paid all the amounts outstanding under the agreement concluded between the parties in full. If the parties have agreed on a periodic payment obligation for the granting of a right of use by the Client, the Client is entitled to this right of use as long as it meets its periodic payments.
- 7.4 DearBytes may withhold goods received or produced, products, proprietary rights, data, documents, software, databases and (interim) results of the provision of services by DearBytes in the context of the agreement, despite an existing obligation to issue or transfer, until Client has paid all amounts owed to DearBytes.

Art. 8 Risk

- 8.1 The risk of loss, theft, misappropriation or damage to goods, products, information, documents, software, databases or data (codes, passwords, documents, etc.) that are produced or used in the context of the execution of the agreement will be transferred to the Client at the time these are actually placed at the disposal of the Client or an auxiliary. To the extent that these objects are in the actual possession of DearBytes or auxiliaries of DearBytes, DearBytes bears the risk of loss, theft, misappropriation or damage.

Art. 9 Intellectual property rights

- 9.1 If DearBytes is prepared to undertake to transfer an intellectual property right, such an obligation may only be entered into expressly and in writing. If the parties agree in writing that intellectual property rights in respect of software, websites, databases, equipment or other materials developed specifically for the Client will be transferred to the Client, this shall not affect the right or ability of DearBytes to use and/or utilise such development of underlying parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like for other purposes without any limitation, either for itself or for third parties.

The transfer of an intellectual property right shall also not affect the right of DearBytes to produce developments for itself or for a third party that are similar or derived from those made on behalf of or for the Client.

- 9.2 All intellectual property rights developed or provided to the Client under the agreement regarding software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports and quotations, as well as preparatory material thereof, are held solely by DearBytes, its licensors or its suppliers. The Client shall only acquire the rights of use that are expressly granted by these General Delivery Conditions and by the law. A right of use vested in the Client is non-exclusive, non-transferable to third parties and non-sublicensable.
- 9.3 The Client is not allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
- 9.4 Even if the agreement does not expressly provide for such authority, DearBytes is authorized to make technical provisions for the protection of software, equipment, databases, websites and the like in relation to an agreed limitation of the content or the duration of the right to use these objects. The Client is never allowed to delete such a technical provision (or cause it to be deleted) or circumvent it (or cause it to be circumvented).
- 9.5 DearBytes indemnifies the Client against any claim by third parties based on the assertion that proprietary software, websites, databases, equipment or other materials developed by DearBytes infringe an intellectual property right of such third party, provided that the Client informs DearBytes as soon as reasonably practicable in writing about the existence and substance of the legal action and leaves the handling of the case entirely to DearBytes, including reaching any settlements. For this purpose, the Client shall provide DearBytes with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary on behalf of the Client. This obligation to indemnification lapses if the infringement is directly linked to:
- (i) materials provided to DearBytes by the Client for use, adaptation, processing or incorporation, or
 - (ii) changes which the Client has made or has allowed a third party to make to the software, website, databases, equipment or other materials, without the written consent of DearBytes. If it is irrevocably established at law that the software, websites, databases, equipment or other materials developed by DearBytes infringe any intellectual property right of a third party or if there is a reasonable chance in the opinion of DearBytes that such an infringement occurs, DearBytes shall, if possible, ensure that the Client can continue to use the delivered products or functionally equivalent other software, websites, databases, equipment or materials. All other or further liability to indemnify of DearBytes is excluded.
- 9.6 The Client warrants that there are no third party rights that are incompatible with equipment, software, materials intended for websites (visual material, text, music, domain names, logos, hyperlinks, etc.), databases or other materials of DearBytes, including draft material, with the aim of use, adaptation, installation or incorporation (e.g. in a website). DearBytes indemnifies the Client against all claims by third parties based on the allegation that such provision, use, adaptation, installation or incorporation infringes any rights of such third party.
- 9.7 DearBytes is never required to perform data conversion, unless this is explicitly agreed in writing with the Client.

Art. 10 Obligation to cooperate

- 10.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on correct and timely cooperation. To allow for the proper execution of the agreement by DearBytes, the Client shall always provide DearBytes in good

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time with all data or information deemed useful, necessary and desirable by DearBytes and provide every cooperation. If the Client deploys its own personnel and/or auxiliaries for the purposes of assisting in the execution of the agreement, these personnel and these auxiliaries shall have the necessary knowledge, expertise and experience.

- 10.2 The Client shall bear the risk of the selection, use, application and management in its organisation of the equipment, software, websites, databases and other products and materials and services to be provided by DearBytes, on the understanding that any liability in the case of an attributable shortcoming or wrongful act on the part of DearBytes will not be limited except where this is included in General Delivery Conditions. Where applicable, the Client is responsible for the proper installation, assembly and putting into use and for the appropriate settings of the equipment, software, websites, databases and other products and materials.
- 10.3 If the Client fails to provide data, documents, equipment, software, materials or employees deemed useful, necessary or advisable by DearBytes for the execution of the agreement or fails to do so in good time or not in accordance with the agreements, DearBytes is entitled to fully or partially suspend the execution of the agreement and DearBytes is also entitled to charge the costs incurred at its usual rates, without prejudice to the right of DearBytes to exercise any other statutory and/or agreed right.
- 10.4 In the event employees of DearBytes perform activities on-site for the Client, the Client shall ensure that these employees are provided with the reasonably required facilities, such as a workspace with computer, data and telecommunication facilities, free of charge. The workspace and facilities must meet all statutory and other applicable requirements concerning working conditions. The Client will indemnify DearBytes for claims of third parties, including employees of DearBytes, if they suffer injury in connection with the execution of the agreement which is the result of acts or omissions of the Client or of unsafe situations in its organisation. The Client shall inform the employees deployed by DearBytes of its company and security rules before the start of the activities.
- 10.5 If during the execution of the agreement use is made of computer, data or telecommunications facilities, including the Internet, the Client is responsible for the proper selection of the required resources and for the timely and full availability thereof, except for those facilities directly used and managed by DearBytes. DearBytes can never be held liable for damage or expenses due to transmission errors, malfunctions or non-availability of these facilities, unless the Client proves that this damage is the result of an attributable shortcoming or wrongful act of DearBytes. This liability is subject to the liability restrictions included elsewhere in these General Delivery Conditions.
- 10.6 The Client is responsible for the management, including control of the settings, the use of the products and/or services provided by DearBytes and the manner in which the results of the products and services are used. The Client is also responsible for training given to and use by the users.
- 10.7 The Client shall install, set up, parameterize and tune the necessary (auxiliary) software on its own equipment and, if necessary, adjust the used equipment, other (auxiliary) software and operating environment and ensure the interoperability desired by the Client.

Art. 11 Obligation to provide information

- 11.1 To allow for the proper execution of the agreement by DearBytes, the Client shall always provide DearBytes with all data or information reasonably required by DearBytes in good time.
- 11.2 The Client is responsible for the accuracy and completeness of the data, information, designs and specifications provided by or on its behalf to DearBytes. If the data, information, designs or specifications supplied by the Client to DearBytes contains known errors, DearBytes will make inquiries about this with the Client.
- 11.3 In connection with continuity, the Client shall designate a contact or contacts to act as such for the duration of the

work of DearBytes. Contacts of the Client shall have the necessary experience, specialist expertise and understanding of the objectives desired by the Client.

- 11.4 DearBytes is only obliged to provide the Client with periodic information on the performance of the activities via the contact person designated by the Client.

Art. 12 Project and steering groups

- 12.1 When employees of both parties participate in a project or steering group, the provision of information shall take place in the manner as agreed for the project or steering group.
- 12.2 Decisions taken in a project or steering group involving both parties only bind DearBytes if the decision-making takes place in accordance with what was agreed in this regard between the parties in writing or, in the absence of written agreements in this regard, if DearBytes has accepted the decisions in writing. DearBytes is never obliged to accept or carry out a decision if it deems this to be incompatible with the content and/or the proper execution of the agreement.
- 12.3 The Client guarantees that the persons designated by it to be part of a project or steering group, are entitled to take binding decisions for the Client.

Art. 13 Delivery periods

- 13.1 All (delivery) periods and (delivery) dates stated or agreed by DearBytes are determined in good faith on the basis of the information available to it at the conclusion of the agreement. Interim (delivery) dates stated by DearBytes or agreed between the parties are always target dates, do not bind DearBytes and are indicative in nature. DearBytes will make every reasonable effort to observe final (delivery) periods and final (delivery) dates as much as possible. DearBytes is not bound to a final (delivery) period or (delivery) date if this cannot be achieved due to circumstances beyond its control which occurred after the conclusion of the agreement. If any term threatens to be exceeded, DearBytes and the Client shall consult to discuss the implications of the overrun for further planning.
- 13.2 The mere fact that an agreed (delivery) period or (delivery) date mentioned by DearBytes or agreed by the parties has been exceeded, whether or not these are final periods of dates, will not mean that DearBytes is in default.
- 13.3 In all cases - even if the parties have agreed on a final (delivery) period or (delivery) date - DearBytes shall only be in default due to time overrun at such time as the Client has provided it with a written notice of default, whereby the Client shall provide DearBytes with a reasonable period within which to remedy the shortcoming (of the agreed default) and such reasonable period has elapsed. The notice of default must contain a complete and detailed description of the shortcoming, so that DearBytes is given the opportunity to respond adequately.
- 13.4 If it is agreed that the fulfilment of the agreed activities will take place in stages, DearBytes is entitled to postpone the start of the activities belonging to a stage until the Client has approved the results of the preceding stage in writing.
- 13.5 DearBytes is not bound to a (delivery) date or (delivery) period, whether or not final, if the parties amend the content or scope of the agreement (additional work, change in specifications, etc.), or have agreed to a change in the approach to the execution of the agreement, or if the Client fails to comply with its obligations under the agreement or does not do so in good time or not in full. The fact that (the demand for) additional work occurs during the execution of the agreement, shall never be a ground for the Client to cancel or dissolve the agreement.

Art. 14 Termination and cancellation of the agreement

- 14.1 Either party is only entitled to terminate the agreement due to an attributable shortcoming in the fulfilment of the agreement only if the other party fails to meet essential obligations under the agreement - in all cases after a written notice of default has been given, which notice is as detailed as possible and contains a reasonable time period within which to remedy the attributable shortcoming. The payment obligations of the Client and all other obligations to cooperate of the Client or of a third party to be engaged by

the Client shall always be essential obligations under the agreement.

- 14.2 If the Client has already received goods/services in execution of the agreement at the time of termination, as provided in Article 14.1, these goods/services and the related payment obligation will not be subject to cancellation, unless the Client proves that DearBytes is in default with respect to a substantial part of such goods/services. Amounts that DearBytes has invoiced before the termination in connection with what it has properly performed or delivered in implementation of the agreement, continue to be immediately due and payable at the time of the dissolution in compliance with the provisions of the previous sentence.
- 14.3 If an agreement entered into for an indefinite period does not end by completion due to its nature and content, it can be cancelled in writing by either party after proper consultation and stating reasons. If the parties have not agreed on a notice period, a reasonable time period must be observed. The parties will never be liable for any damage due to cancellation.
- 14.4 The Client is never entitled to cancel an agreement for the provision of services or a commission contract that is entered into for a fixed term before the due date.
- 14.5 Each party can cancel the agreement in writing without notice of default, with immediate effect, in whole or in part, if the other party - whether or not provisionally - is granted a moratorium, if bankruptcy is filed by the other party, if the business of the other party is liquidated or terminated other than for the purpose of reconstruction or merger, or if the decisive control over the undertaking of the Client changes. The party terminating as a consequence of this article is never entitled to a refund of amounts already received or bound to pay damage. In the case of bankruptcy or insolvency of the Client, the right to use software, websites and the like provided to the Client shall lapse by operation of law.

Art. 15 Liability of DearBytes

- 15.1 The total liability of DearBytes due to an attributable shortcoming in the fulfilment of the agreement or for any other reason, explicitly including any failure in the fulfilment of a warranty obligation agreed with Client, is at all times limited to compensation for direct damage during the entire legal relationship with the Client (regardless of whether there are multiple shortcomings or persistent shortcomings or whether there is a continuing performance contract) up to a total amount per Client of EUR 500,000 (five hundred thousand Euros). This limitation of liability shall also apply mutatis mutandis to the indemnification obligation of DearBytes referred to in Article 9.5 of this General section.
- 15.2 The liability of DearBytes for damage resulting from death, injury or material damage to products shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand Euros).
- 15.3 The liability of DearBytes for indirect damage, consequential damage, lost profits, lost savings, loss of goodwill, loss due to business interruption, damage due to claims of customers of the Client, damage relating to the use of products prescribed by the Client to DearBytes, materials or software of third parties and damage relating to the appointment of suppliers prescribed by the Client to DearBytes is excluded. The liability of DearBytes due to corruption, destruction or loss of data or documents is also excluded.
- 15.4 The exclusions and limitations referred to in Article 15.1 to 15.3 above apply if and insofar as the damage is the result of intent or deliberate recklessness of DearBytes.
- 15.5 Unless fulfilment by DearBytes is permanently impossible, the liability of DearBytes due to attributable shortcomings in the fulfilment of an agreement only arises if the Client immediately holds DearBytes in default in writing, where a reasonable period is given for remedying the failure and DearBytes continues to fail to fulfil its obligations after this period. The notice of default must contain a complete and detailed description of the shortcoming, so that DearBytes is given the opportunity to respond adequately.

- 15.6 Any right to compensation arising is always subject to the Client informing DearBytes of the damage in writing as soon as possible after it occurs. Any claim for compensation against DearBytes shall lapse after the passing of a period of twenty-four months after the claim arising.
- 15.7 The parties recognize that active and constructive participation in an ICT Mediation is a reasonable and appropriate measure to prevent or limit imminent damage if this threatened damage is connected to the failure to fulfil any contractual obligation by DearBytes, or the failure to do so in good time or properly. The Client undertakes for this reason, at the first written request of DearBytes, to immediately actively, constructively and unconditionally participate in an IT Mediation in accordance with the IT Mediation Regulations of the Foundation for the Resolution of ICT Disputes (*Stichting Geschillenoplossing Automatisering*), established at The Hague (see www.sgoa.org and www.sgoa.eu).
- 15.8 The Client will indemnify DearBytes for all claims of third parties for product liability due to a defect in a product or system delivered by the Client to a third party and which partly consisted of equipment, software or other materials supplied by DearBytes, unless and to the extent the Client proves that the damage was caused by such equipment, software or other materials.
- 15.9 The provisions of this article and all other limitations and exclusions of liability referred to in these General Delivery Conditions also apply for the benefit of all (legal) persons engaged by DearBytes for the execution of the agreement.

Art. 16 Force Majeure

- 16.1 Neither party is obliged to fulfil any obligation, including any guarantee obligation agreed between the parties, if it is prevented from doing so by force majeure. Force majeure is defined as:
- (i) force majeure of suppliers of DearBytes,
 - (ii) failure to properly fulfil obligations of suppliers prescribed for DearBytes by the Client,
 - (iii) defectiveness of goods, equipment, software or materials from third parties whose use is prescribed for DearBytes by the Client,
 - (iv) government measures,
 - (v) electricity failure,
 - (vi) failure of the Internet, computer network or telecommunication facilities,
 - (vii) war,
 - (viii) factory sit-in,
 - (ix) strikes,
 - (x) general transport problems and the non-availability of one or more personnel members.
- 16.2 If a situation of force majeure lasts longer than thirty (30) days, either party has the right to terminate the agreement in writing. In such case, the services already performed under the agreement will be settled proportionately without the parties owing each other anything.

Art. 17 Changes and additional work

- 17.1 If DearBytes carried out activities or provided other goods/services at the request or with the prior consent of the Client, which extend beyond the substance or scope of the agreed activities and/or goods/services, such activities or goods/services will be reimbursed by the Client according to the agreed rates and, in the absence thereof, according to the usual rates of DearBytes. DearBytes is not obliged to comply with such a request and it may require that a separate written agreement is entered into.
- 17.2 The Client accepts that the agreed or expected time of completion of the services provided and the mutual responsibilities of the Client and DearBytes may be affected by the activities or goods/services as referred to in this article. The fact that (the demand for) additional work occurs during the execution of the agreement, shall never be a ground for the Client to cancel or dissolve the agreement.
- 17.3 To the extent that a fixed price has been agreed for the services provided, DearBytes shall inform the Client upon

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request in writing about the financial implications of the additional work or goods/services as referred to in this article.

Art. 18 Transfer of rights and obligations

- 18.1 The Client is not entitled to sell and/or transfer the rights and/or obligations under the agreement to a third party.
- 18.2 DearBytes is entitled to transfer its claim for payment of fees to a third party.

Art. 19 Applicable law and disputes

- 19.1 The agreements between DearBytes and the Client are governed by Dutch law. The Vienna Sales Convention 1980 does not apply.
- 19.2 Disputes that may arise between DearBytes and the Client in connection with an agreement concluded between DearBytes and the Client or as a result of further agreements resulting therefrom, shall be settled by arbitration in accordance with the Arbitration Rules of the Foundation for the Settlement of Automation Disputes (*Arbitragereglement van de Stichting Geschillenoplossing Automatisering*), with its registered office in The Hague, all this without prejudice to the right of either party to request relief in arbitration preliminary relief proceedings and without prejudice to the right of either party to take precautionary legal measures (see www.sgoa.org).
- 19.3 Only if DearBytes and/or the Client have not brought arbitration proceedings before the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering*) in accordance with the Arbitration Rules of this Foundation for the settlement of disputes arising from the agreement concluded between the

19.4

parties or further agreements resulting therefrom, each party is entitled but not required to bring the case before the District Court, Subdistrict Sector, contrary to the provisions of Article 16.2, if the case concerns a dispute that falls under the subject matter jurisdiction according to the statutory authority rules of the District Court, Subdistrict Sector. If the case is brought before the District Court, Subdistrict Sector by one or more of the parties in compliance with the previous sentence, the District Court, Subdistrict Sector has jurisdiction to hear the case and make a decision.

Before bringing arbitration proceedings as referred to in Article 19.2, either party shall start ICT Mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes (*Arbitragereglement van de Stichting Geschillenoplossing Automatisering*) in The Hague. In accordance with these regulations, ICT Mediation proceedings are oriented towards mediation by one or more mediators. The other party undertakes to actively participate in ICT Mediation proceedings, which in any case includes the legally enforceable obligation to attend at least one joint meeting of the mediators and the parties, in order to give this extrajudicial form of dispute resolution a chance. It allows each of the parties the opportunity to terminate the ICT Mediation proceedings at any time after the initial discussion between the mediators and the parties. The provisions of this subsection do not prevent a party from requesting a provision in (arbitration) preliminary relief proceedings or taking precautionary legal measures if it considers this necessary, (see www.sgoa.org and www.sgoa.eu).

2 Services

The provisions of the 'Service Provision' contained in this chapter also apply, in addition to the General Provisions of these General Delivery Conditions, if DearBytes also provides services to the Client of any kind whatsoever.

Art. 20 Implementation

- 20.1 DearBytes will make every effort to perform its services with care, where appropriate in accordance with the arrangements and procedures determined in writing with the Client. All services of DearBytes are performed based on a best efforts obligation, except and insofar as DearBytes has expressly promised a result in the written agreement and such result is also described in sufficient detail in the agreement.
- 20.2 DearBytes is never liable for any damage or costs arising from the use or misuse made of access or identification codes or certificates, unless the misuse is the direct consequence of a deliberate or conscious recklessness or negligence of DearBytes.
- 20.3 If the agreement is entered into with a view to performance by a particular person, DearBytes is entitled to replace this person by one or more persons with the same and/or similar qualifications.
- 20.4 DearBytes is not bound to follow the instructions of the Client when providing its services, especially if these instructions relate to the changes or supplements to the content or scope of the agreed services. However, if such instructions are followed, the activities will be compensated in accordance with the usual rates of DearBytes.

Art. 21 Service Level Agreement

- 21.1 Agreements concerning a service level (Service Level Agreement) are valid only if agreed in writing. The Client shall always promptly inform DearBytes of all circumstances that affect or may affect the service level and the availability thereof.
- 21.2 If agreements have been made regarding a service level, then the availability of software, systems and related services is always measured in such a way that the period of inactivity announced by DearBytes in advance on account of preventive, corrective and adaptive maintenance or other forms of service shall be disregarded, as well as circumstances which are beyond the control of DearBytes. Subject to proof to the contrary provided by the Client, availability as measured by DearBytes shall be conclusive evidence.

Art. 22 Point in time of Service Provision

- 22.1 Rates are dependent on the time of the service provision. The following table applies:

Category	Days	Times	Surcharge
Standard	Monday to Friday	8:00 am – 6:00 pm	none
Evening	Monday to Friday	6:00 pm – 11:00 pm	50%
Night	Monday to Friday	11:00 pm – 8:00 am	100%
Weekend	Saturday and Sunday	8:00 am (Sat) – 8:00 (Mon) am	100%
Public holidays		8:00 am – 8:00 am	100%

3 Software-as-a-Service (SaaS)

The 'Software as a Service (SaaS)' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides services under the name or in the field of Software-as-a-Service (also referred to as: SaaS). For the purpose of these General Delivery Conditions, the term SaaS shall mean: DearBytes providing software 'remotely' to the Client and continuing to provide it to the Client via Internet or another data network, without the Client being provided with a physical device with the appropriate software.

Art. 23 Implementing the SaaS service

- 23.1 DearBytes performs the SaaS service only by order of the Client. The Client is not entitled to allow any third party to use the services provided by DearBytes in the field of SaaS.
- 23.2 If DearBytes performs activities relating to data, employees or users of the Client in connection with a request or an authorized order from a government agency or in connection with a legal obligation, all related expenses will be charged to the Client.
- 23.3 DearBytes can amend the content or scope of the SaaS service. If such amendments result in a change in the procedures applied by the Client, DearBytes shall inform the Client of this as soon as possible and the costs of this change are for the account of the Client. In this case, the Client can terminate the agreement in writing by the date on which the amendment enters into force, unless this amendment relates to changes in relevant legislation or other regulations of competent authorities or DearBytes takes the costs of this amendment for its account.
- 23.4 DearBytes may continue the implementation of the SaaS service using a new or amended version of the software. DearBytes is not obliged to maintain, change or add specific Client features or functionality of the service or software.
- 23.5 DearBytes can temporarily put the SaaS service fully or partially out of operation for preventive, corrective and adaptive maintenance or other forms of service. DearBytes shall ensure that the period of inactivity does not last longer than necessary and, if possible, shall arrange for this to take place outside of office hours.
- 23.6 DearBytes is never obliged to provide a physical device containing the software as part of the SaaS service to the Client or to maintain software.

Art. 24 Guarantee

- 24.1 DearBytes does not guarantee that the software to be provided under the SaaS service is without errors and operates without interruptions. DearBytes shall endeavour to repair errors to the software as referred to in Article 33.3 within a reasonable time if and insofar as the relevant software was developed by DearBytes and the related defects have been described in detail in writing by the Client to

DearBytes. DearBytes can, where appropriate, delay the repair of the defects until a new version of the software is put into use. DearBytes does not guarantee that defects in software which has not been developed by DearBytes will be repaired. DearBytes is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. If the software has been developed on behalf of the Client, DearBytes can charge the repair costs to the Client in accordance with its usual rates.

- 24.2 The Client will identify the risks to its organization and, if necessary, take additional measures based on information provided by DearBytes on measures to prevent and limit the consequences of failures, defects in the SaaS service, corruption or loss of data or other incidents. At the request of the Client, DearBytes declares that it is prepared to provide its reasonable cooperation to further measures to be taken by the Client, on (financial) conditions to be set by DearBytes. DearBytes is never obliged to recover corrupted or lost data.
- 24.3 DearBytes does not guarantee that the software to be provided under the SaaS service will be adjusted to changes in relevant laws and regulations in good time.

Art. 25 Protection of personal data

- 25.1 The Client has obligations vis-à-vis third parties based on legislation concerning the processing of personal data (such as the Wet Bescherming Persoonsgegevens (Data Protection Act)), such as the obligation to provide information, as well as allow the inspection, correction and removal of personal data of data subjects. The responsibility for the observance of these obligations rests fully and exclusively with the Client. With regard to the processing of personal data, the parties agree that DearBytes is a 'processor' within the meaning of the Wet Bescherming Persoonsgegevens (Data Protection Act).
- 25.2 DearBytes shall, as far as technically possible, provide support for the obligations to be met by the Client as specified in Article 26.1. The costs associated with this support are not included in the agreed prices and fees of DearBytes and will be charged to the Client.

Art. 26 Commencement of the services provided; fee

- 26.1 Implementation of the SaaS service by DearBytes shall commence within a reasonable period after the conclusion of the agreement. The Client shall ensure that it has the necessary facilities for the use of the SaaS service immediately after entering into the agreement.
- 26.2 The amount that the Client owes for the SaaS service is included in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by DearBytes shall always be due per calendar month in advance.

4 Software

The 'Software' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides software to the Client for use other than on the basis of a SaaS service.

Art. 27 Right of use and usage restrictions

- 27.1 DearBytes provides the agreed computer software to the Client on the basis of a user licence and the agreed user documentation during the term of the agreement for use, hereinafter referred to as 'the software'. The right to use the software is non-exclusive, non-transferable, can't be pledged, and is non-sublicensable.
- 27.2 The obligation of availability of DearBytes and the Client's right of use extend only to the so-called object code of the software. The Client's right of use does not extend to the source code of the software. The source code of the software and the technical documentation created when developing the software shall not be provided to the Client, even if the Client is prepared to pay financial compensation for this.
- 27.3 The Client shall strictly observe the agreed restrictions, of any kind or content whatsoever, to the right to use the software.
- 27.4 If the parties have agreed that the software may only be used in combination with certain equipment, the Client shall be entitled in the event of malfunction of the equipment to use the software for the duration of the interference on other equipment with the same qualifications.
- 27.5 DearBytes may require the Client not to use the software until the Client has received one or more codes, required for use, from DearBytes, its suppliers or the manufacturer of the software. DearBytes is always entitled to take technical measures to protect the software from unauthorized use and/or against use in any other way or for purposes other than those agreed between the parties. The Client will never delete or circumvent technological measures designed to protect the software, or cause such to be deleted or circumvented.
- 27.6 The Client may only use the software in and for the benefit of its own company or organisation and only to the extent necessary for the intended use. The Client shall not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service (SaaS) or outsourcing.
- 27.7 The Client is never allowed to sell, lease or transfer the software and the carriers on which the software is or will be programmed or grant any limited rights to such, or to make such available to a third party in any way, for any purpose or under any title whatsoever. The Client shall not give a third party - whether or not remotely (online) - access to the software or have the software hosted by a third party, even if such third party uses the software solely for the benefit of the Client.
- 27.8 Upon request, the Client shall provide its immediate cooperation with an investigation conducted by or on behalf of DearBytes regarding compliance with the agreed restrictions on use. The Client will provide DearBytes with access to its buildings and systems upon the first request. DearBytes will handle as confidential any confidential business information which it acquires in the course of an investigation or from the Client, insofar as such information does not concern the use of the software itself.
- 27.9 The parties agree that the agreement concluded between the parties shall never be considered as a purchase agreement, insofar as this has the object of providing software for use.
- 27.10 DearBytes is not obliged to maintain the software and/or provide support to users and/or administrators of the software. Notwithstanding the foregoing, if DearBytes is requested to provide maintenance and/or support regarding the software, DearBytes may require the Client to enter into a separate written agreement.

Art. 28 Delivery and installation

- 28.1 DearBytes shall, at its discretion, deliver the software in an agreed format of data carrier or, in the absence of agreements in this regard, in a format of data carrier to be determined by DearBytes or provide the software online to the Client for delivery. Any agreed user documentation will be provided in paper or digital form, at the choice of DearBytes, in a language determined by DearBytes.
- 28.2 Only if this is agreed, will DearBytes install the software at the Client. In the absence of agreements in this regard, the Client shall install, set up, parameterize, tune and if necessary adjust the equipment and user environment.

Art. 29 Acceptance

- 29.1 If no acceptance test is agreed, the Client shall accept the software in the condition it is in at the moment of delivery ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to DearBytes obligations under the warranty scheme of Article 33. In the aforementioned case, the software shall be construed as being accepted by the Client upon delivery or, if an installation to be carried out by DearBytes has been agreed in writing, upon completion of the installation.
- 29.2 If an acceptance test has been agreed, the provisions of Articles 29.3 to 29.10 apply.
- 29.3 Where these General Delivery Conditions refer to 'errors', this is understood to mean the failure of the software to meet the functional or technical specifications of the software made in writing expressly identified by DearBytes, and, if the software concerns partial or fully customized software, the failure to meet the expressly agreed functional and technical written specifications. An error shall only exist if the Client can demonstrate this and moreover if this error is reproducible. The Client is obliged to report errors promptly. DearBytes has no obligation with respect to other defects in or on the software than with regard to errors within the meaning of these General Delivery Conditions.
- 29.4 If an acceptance test has been agreed, the test period shall be fourteen days following delivery or, if an installation to be carried out by DearBytes has been agreed in writing, fourteen days after completion of the installation. During the test period, the Client shall not be entitled to use the software for productive or operational purposes. The Client shall perform the acceptance test using qualified personnel and with sufficient scope and depth.
- 29.5 If an acceptance test has been agreed, the Client is obliged to test whether the delivered software meets the functional or technical specifications expressly made known by DearBytes in writing and, if and to the extent that the software relates wholly or partially to customized software, whether it meets the functional or technical written specifications expressly agreed.
- 29.6 The software shall be considered as accepted by the parties:
 - (i) if the parties have agreed on an acceptance test: on the first day after the test period, or
 - (ii) if DearBytes receives a test report as referred to in Article 29.7 before the end of the test period: at the time the errors described in the test report have been repaired, notwithstanding the presence of errors that cannot preclude acceptance in accordance with Article 29.8, or
 - (iii) if the Client uses the software for productive or operational purposes: at the time of the relevant taking into use.
- 29.7 If, when the agreed acceptance test shows that the software contains errors, the Client will provide DearBytes with a written, clear, detailed and understandable report containing the test results no later than the last day of the test period. DearBytes will use its best efforts to repair the errors identified within a reasonable period, whereby DearBytes is

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entitled to install temporary solutions, program bypasses or problem-avoiding restrictions.

- 29.8 The Client may not refuse acceptance of the software for reasons not related to the expressly agreed written specifications between the parties, nor due to the existence of minor errors, which are errors that do not reasonably impede the operational or productive putting into use of the software, without prejudice to the obligation of DearBytes to repair these minor errors under the warranty scheme of Article 33. Acceptance may not be withheld because of aspects of the software that can only be evaluated subjectively, such as aesthetic aspects of user interfaces.
- 29.9 If the software is delivered and tested in stages and/or parts, the non-acceptance of a particular stage and/or part does not detract from the acceptance of an earlier stage and/or another part.
- 29.10 Acceptance of the software in one of the manners referred to in this article means that DearBytes is discharged for performing its obligations concerning the provision and delivery of the software and, if the installation of the software by DearBytes is also agreed, its obligations relating to the installation. Acceptance of the software does not alter the rights of the Client under Article 29.8 regarding minor defects and under Article 33 regarding the guarantee.

Art. 30 Availability

- 30.1 DearBytes shall provide the software to the Client within a reasonable period after the conclusion of the agreement.
- 30.2 Immediately after the agreement has ended, the Client shall return all copies of the software in its possession to DearBytes. If it is agreed that the Client will destroy the relevant copies at the end of the agreement, the Client shall immediately notify DearBytes of such destruction in writing without delay. DearBytes is not required to provide assistance with a view to data conversion required by the Client at or after the end of the agreement.

Art. 31 Right-of-use fee

- 31.1 The fee payable by the Client for the right of use is payable at the agreed time or in the absence of an agreed time:
- (i) if the parties have not agreed that DearBytes will carry out the installation of the software:
 - upon delivery of the software;
 - or in the case of a periodic fee for the right of use that is payable upon delivery of the software and subsequently at the start of each new right of use period;
 - (ii) if the parties have agreed that DearBytes will carry out the installation of the software:
 - upon completion of the installation;
 - or in the case of a periodic fee for the right of use that is payable upon completion of the installation and subsequently at the start of each new right of use period;

Art. 32 Changes to the software

- 32.1 Subject to exceptions specified by law, the Client is not entitled to modify the software in whole or in part without the prior written consent of DearBytes. DearBytes is entitled to refuse to provide its approval or to attach conditions to its approval. The Client shall bear the full risk of all changes made by the Client or on behalf of the Client by third parties, whether or not with the consent of DearBytes.

Art. 33 Warranty

- 33.1 DearBytes will make its best efforts to repair errors within a reasonable time if this is agreed within a period of three months after delivery or, if an acceptance test is agreed, those errors reported to DearBytes within three months of acceptance and described in detail in writing. DearBytes does not guarantee that the software is suitable for the actual and/or intended use. DearBytes does not guarantee that the software will operate without interruption and/or that all errors will be resolved. The repair is carried out free of charge, unless the software has been developed on behalf of Client other than for a fixed price, in which case DearBytes shall charge its usual rates for the cost of repair.
- 33.2 DearBytes may charge the cost of recovery at its usual rates in the event of user errors or improper use by the Client or in the event of other causes not attributable to DearBytes. The repair obligation shall lapse if the Client makes changes to the software without the written consent of DearBytes.
- 33.3 The repair of errors shall take place at a location and in a manner to be determined by DearBytes. DearBytes is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 33.4 DearBytes is never obliged to recover corrupted or lost data.
- 33.5 DearBytes has no obligation of any nature or content whatsoever in respect of errors reported after the expiry of the warranty period referred to in Article 33.1.

Art. 34 Software of suppliers

- 34.1 If and insofar DearBytes provides software of third parties to the Client, the (license) conditions of the relevant third party will apply to the relationship between DearBytes and the Client with regard to that software, replacing the deviating provisions in these General Delivery Conditions, provided that the applicability of the (license) conditions of those third parties are communicated in writing by DearBytes to the Client and these conditions are also provided to the Client before or at the conclusion of the agreement. Notwithstanding the preceding sentence, the Client cannot rely on a failure by DearBytes to comply with the aforementioned information obligation if the Client is a party as referred to in Article 6:235 paragraph 1 or 3 BW.
- 34.2 If and insofar as the aforementioned conditions of third parties are deemed not to apply or are declared inapplicable to the relationship between the Client and DearBytes, for whatever reason, the provisions in these General Delivery Conditions shall apply in full.

5 Maintenance of software and support

The provisions of 'Maintenance of software and support' included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides services under the name or in the field of software maintenance and support for the use of software.

Art. 35 Maintenance services

- 35.1 If agreed, DearBytes shall carry out maintenance with respect to the software determined in the agreement. The maintenance obligation includes corrections of errors in the software within the meaning of Article 29.3 and - only if agreed in writing - the provision of new versions of the software in accordance with Article 36.
- 35.2 The Client shall provide detailed notice of any errors found in the software. Upon receipt of the notification, DearBytes will make every effort to repair errors and/or make improvements in later, new versions of the software, in accordance with its normal procedures. The results will be made available to the Client depending on the urgency and the version and release policy of DearBytes in the manner and time to be determined by DearBytes. DearBytes is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. The Client shall install, set up, parameterize, tune and if necessary adjust the used equipment and user environment of the corrected software or the new version of the software provided.
- 35.3 The provisions of Articles 33.3 and 33.4 shall apply, mutatis mutandis.
- 35.4 If DearBytes performs the maintenance online, the Client will take care of the proper infrastructure and network facilities in good time.
- 35.5 The Client will provide DearBytes with all requested assistance for maintenance, including the temporary suspension of use of the software and making a backup of all data.
- 35.6 If the maintenance relates to software not delivered by DearBytes to the Client, the Client shall provide the source code and technical (development) documentation of the software (including data models, designs, change logs, etc.), if DearBytes considers this is necessary for maintenance or desirable. The Client guarantees that it is entitled to such availability. DearBytes grants the Client the right to use and to change the software, including the source code and technical (development) documentation, in the context of implementing the agreed maintenance.
- 35.7 The maintenance by DearBytes is without prejudice to the responsibility of the Client to manage the software, including control of the settings and the manner in which the results of the use of the software are used. The Client shall install, set up, parameterize, tune and if necessary adjust the used equipment and, if necessary, adjust the used equipment, other software and operating environment and realize the interoperability desired by the Client.

Art. 36 New versions of software

- 36.1 The maintenance includes the provision of new versions of the software only if and to the extent that this is agreed in

writing. If the maintenance includes providing new versions of the software, then the provision will take place at the discretion of DearBytes.

- 36.2 Three months after the provision of an improved version, DearBytes is no longer required to repair errors in the previous version and to provide support and/or maintenance related to a previous version.
- 36.3 DearBytes may require that the Client enter into a further written agreement with DearBytes for providing a version with new functionality and that a fee is paid for this availability. DearBytes can take over the functionality of a previous version of the software unchanged, but does not guarantee that each new version contains the same functionality as the previous version. DearBytes is not obliged to maintain, change or add specific Client features or functionality of the software.
- 36.4 DearBytes may require the Client to adjust its system (equipment, software and the like) if this is necessary for the proper functioning of a new version of the software.

Art. 37 Support services

- 37.1 If the services provided by DearBytes also include support to users and/or administrators of the software under the agreement, DearBytes will also provide advice by telephone or e-mail on the use and operation of the software mentioned in the agreement. DearBytes can impose conditions on the qualifications and the number of people eligible for assistance. DearBytes will handle properly substantiated requests for support within a reasonable period according to the usual procedures in DearBytes. Support is provided on weekdays during the usual business hours of DearBytes.
- 37.2 If the services provided by DearBytes also include so-called 'standby services' under the agreement, DearBytes will make one or more employees available during the days mentioned in the agreement and at the times set out therein. In such case, the Client is entitled to call in the support of available personnel in the event of urgency if there is a serious disturbance in the functioning of the software. DearBytes does not guarantee that all malfunctions will be rectified in good time.
- 37.3 Maintenance and other agreed services as set out in this chapter are performed with effect from the day the agreement is entered, unless the parties agree otherwise in writing.

Art. 38 Remuneration

- 38.1 In the absence of an expressly agreed payment schedule, all amounts pertaining to maintaining software and the other services specified in the agreement as set out in this chapter, are due in advance per calendar month.
- 38.2 Amounts pertaining to the maintenance of the software and the other services specified in the agreement as set out in this chapter, are due from the start of the agreement. The fee for maintenance and other services are due regardless of whether the Client has used the software or makes use of the option for maintenance or support.

6 Advisory and consultancy services

The 'Advisory and consultancy services' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides services in the field of advisory and consultancy services.

Art. 39 Implementation of advisory and consultancy services

- 39.1 The completion time for an assignment in the field of consultancy or advisory services depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Unless otherwise agreed in writing, DearBytes will therefore not commit in advance to a specific turnaround time of the assignment.
- 39.2 The services provided by DearBytes are performed exclusively on the usual working days and working hours of DearBytes.
- 39.3 The use that the Client makes of advice and/or a consultancy report provided by DearBytes is always at the risk of the Client. The burden of proving that (the method of) advisory and consultancy services do not comply with what has been agreed in writing or to what may be expected from DearBytes acting reasonably and competently, rests entirely with the Client, without prejudice to the right of DearBytes to provide evidence to the contrary by all means.
- 39.4 Without the prior written consent of DearBytes, the Client is not entitled to make an announcement to a third party

concerning the way of working, the methods and the techniques of DearBytes and/or the content of the advice or reports of DearBytes. The Client will not disclose the advice or reports of DearBytes to any third party or otherwise make this public.

Art. 40 Reports

- 40.1 DearBytes shall periodically inform the Client about the implementation of the activities in the manner agreed in writing. The Client shall inform DearBytes in writing in advance of circumstances that are important or may be important to DearBytes, such as the manner of reporting, the issues that the Client wishes to give consideration, prioritization of the Client, availability of funds and personnel of the Client and special facts or circumstances, or facts and circumstances that DearBytes may not know. The Client shall be responsible for the further distribution and examination of information provided by DearBytes within the organisation of the Client and assess this information on that basis and inform DearBytes thereof.

Art. 41 Remuneration

- 41.1 In the absence of an expressly agreed payment schedule, all fees pertaining to services provided by DearBytes referred to in this chapter are due in arrears per calendar month.

7 Secondment services

The 'Secondment services' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides one or more employees to the Client to work under the supervision and guidance of the Client.

Art. 42 Secondment services

- 42.1 DearBytes shall make the employee referred to in the agreement available to the Client to perform work under the direction and supervision of the Client. The results of the work are at the risk of the Client. Unless otherwise agreed in writing, the employee will be available at DearBytes to the Client for forty hours per week during the usual working days.
- 42.2 The Client may only deploy the employee made available for work other than the agreed work, if DearBytes agrees to this in advance in writing.
- 42.3 The Client is only permitted to hire out the employee made available to a third party in order to work under the direction and supervision of that third party if this is expressly agreed in writing.
- 42.4 DearBytes will undertake efforts to ensure that the employee made available will remain available for work during the agreed days for the term of the agreement, except in case of illness or leaving of employment of the employee. Also if the agreement is entered into with a view to performance by a particular person, DearBytes is entitled to replace this person by one or more persons with the same qualifications.
- 42.5 The Client shall be entitled to request a replacement of the employee made available:
- (i) if the employee made available does not demonstrably meet the expressly agreed quality requirements and the Client explains its reasons for this to DearBytes within three business days after the commencement of the work, or
 - (ii) in case of prolonged illness or the leaving of employment of the employee made available. DearBytes will immediately give priority to its consideration of the request. DearBytes does not guarantee that it will always be possible to provide a replacement or it is not possible immediately, the claims of the Client to further fulfilment of the agreement as well as all claims of the Client for non-fulfilment of the agreement shall lapse.

The payment obligations of the Client regarding the work performed remain in full effect.

Art. 43 Duration of the secondment agreement

- 43.1 Contrary to the provisions of Article 4 of these General Delivery Conditions, where the parties have made no

agreement regarding the duration of the secondment, the agreement shall have an indefinite term, in which case each of the parties shall have a notice period of one calendar month after the initial term. The notice must be in writing.

Art. 44 Length of the working week, working hours and working conditions

- 44.1 The working hours, rest periods and length of the working week of the employee made available are identical to the usual times and periods of the Client. The Client warrants that the work and rest periods and the length of the working week comply with relevant laws and regulations.
- 44.2 The Client will inform DearBytes regarding any proposed (temporary) closure of its business or organisation.
- 44.3 The Client shall be liable vis-à-vis DearBytes and the employee made available is obliged to comply with the relevant laws and regulations in the field of safety in the workplace and the working conditions.

Art. 45 Overtime allowance and travel time

- 45.1 If the employee made available works more than the agreed or usual number of working hours or works outside the usual working days of DearBytes on the instructions or at the request of the Client, the Client shall owe the agreed overtime rate for these hours or, in the absence of an agreed overtime rate, it shall owe the usual overtime rate of DearBytes. Upon request, DearBytes shall inform the Client of the applicable overtime rates.
- 45.2 Costs and travel time will be charged to the Client in accordance with the standard rules and criteria of DearBytes. Upon request, DearBytes shall inform the Client of the standard rules and criteria.

Art. 46 Liability of hirers of staff and other liability

- 46.1 DearBytes is responsible for the timely and full payment of the income tax, social security contributions and VAT of the employee made available in connection with the agreement with the Client. DearBytes indemnifies the Client for all claims from the tax authorities or the authorities responsible for implementation of social security legislation, arising from the agreement with the Client, provided that the Client immediately informs DearBytes in writing about the existence and substance of the claim and leaves the handling of the case entirely to DearBytes, including reaching any settlements. For this purpose, the Client shall provide DearBytes with the necessary powers of attorney, information and cooperation to defend itself against these claims, if necessary on behalf of the Client.
- 46.2 DearBytes accepts no responsibility for the quality of the results of work performed under the supervision and guidance of the Client.

8 Education and training

The 'Education and training' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides services, under any name and in any manner whatsoever (e.g. electronically), in the areas of education, training, workshops, courses, seminars and the like (hereinafter referred to as: training).

Art. 47 Registration and cancellation

- 47.1 Registration for a training must be in writing and shall be binding upon confirmation by DearBytes.
- 47.2 The Client is responsible for the choice and suitability of the training for the participants. The lack of the required prior knowledge of a participant does not affect the obligations of the Client under the agreement. The Client is allowed to replace a participant of a training by another participant with the prior written consent of DearBytes.
- 47.3 DearBytes is entitled to cancel the training at any time, to combine it with one or more trainings or to have the training take place at a later time or a later date. DearBytes reserves the right to change the location of the training. DearBytes shall inform the Client of this as soon as possible. DearBytes is entitled to make organisational and substantive changes to the training. In the event of cancellation by DearBytes, DearBytes shall provide a new training date as soon as possible.
- 47.4 A cancellation must always be in writing and take place prior to the training or the relevant part thereof.
- 47.5 In the case of cancellation:
 - (i) up to 30 days before the training, no course fee is due;
 - (ii) from 30 to 14 days prior to the training, 50% of the course fee is due;
 - (iii) within 14 days of the start of the training, the full course fee is due;
 - (iv) An administrative fee of EUR 25 will be charged for rescheduling a training.

- 47.6 In the absence of a participant, for whatever reason, the Client is entitled to send a substitute if the substitute fulfills the conditions for participation.

Art. 48 Conducting the training

- 48.1 The Client accepts that DearBytes shall determine the content and scope of the training.
- 48.2 The Client shall inform the participants and will monitor compliance by the participants of the obligations under the agreement and the prescribed (conduct) rules of DearBytes for participation in the training.
- 48.3 If DearBytes makes use of its own equipment or software when conducting the training, DearBytes does not guarantee that this equipment or software will be error free or operate without interruptions. If DearBytes conducts the training at the site of the Client, the Client shall ensure the availability of properly functioning equipment and software.
- 48.4 Taking an exam or a test is not part of the agreement.
- 48.5 If the training is offered on the basis of e-learning, the provisions of the chapter 'Software-as-a-Service (SaaS)' also apply.

Art. 49 Price and payment

- 49.1 The fees must be paid before the start of the training. DearBytes can exclude participants from taking part if the Client has failed to pay the fees in good time, without prejudice to any other rights of DearBytes.
- 49.2 Unless DearBytes has stated explicitly that the training is exempted from VAT within the meaning of Article 11 of the Turnover Tax Act 1968 (*Wet op de Omzetbelasting 1968*), the Client also owes VAT on the fee. After entering into the agreement, DearBytes shall be entitled to adjust its prices in the event of any amendment to or by the regime for VAT for training courses established by law.

9 Hosting

The 'Hosting' provisions included in this chapter apply, in addition to the General Provisions of these General Delivery Conditions and the provisions of the chapter 'Service Provision', if DearBytes provides services, under any name whatsoever, in the field of 'hosting' and similar services.

Art. 50 Hosting services

- 50.1 DearBytes will provide the Client with the agreed hosting services.
- 50.2 If the object of the agreement is the provision of disk space for equipment, the Client shall not exceed the agreed disk space, unless the agreement expressly provides for the consequences. The agreement covers the provision of disk space on an exclusive server that is specifically reserved for the Client, only if this is expressly agreed in writing. All use of disk space, data transfer and other systems and infrastructure burdens is restricted to the maximum agreed between the parties. The data traffic which is not used by the Client in a given period, cannot be carried over to a subsequent period. If the agreed maximum is exceeded, DearBytes will charge an extra fee in accordance with the standard rates.
- 50.3 The Client is responsible for the management, including control of the settings, use of the hosting service and the manner in which the results of the service are used. In the absence of express agreements in this respect, the Client shall install, parameterize and tune the necessary (auxiliary) software and, if necessary, adjust the used equipment, other software and operating environment and realize the interoperability desired by the Client. DearBytes is not obliged to carry out data conversion.
- 50.4 Only if expressly agreed in writing, the agreement also has the object of arranging or providing backup, fall-back and recovery services.
- 50.5 DearBytes can temporarily put the hosting service fully or partially out of operation for preventive, corrective and adaptive maintenance. DearBytes shall ensure that the period of inactivity does not last longer than necessary and, if possible, shall arrange for this to take place outside of office hours and shall commence this after consultation with the Client, according to circumstances.
- 50.6 If DearBytes performed services for the Client under the agreement related to a domain name, such as the application, renewal or disposal or transfer to a third party, the Client shall take the rules and procedures of the relevant

authority or authorities into consideration. Upon request, DearBytes will provide a written copy of these rules to the Client. DearBytes explicitly accepts no responsibility for the accuracy or timeliness of the services provided or the achievement of the results intended by the Client. The Client shall owe all costs associated with the application and/or registration in accordance with the agreed rates, or, in the absence of agreed rates, the standard rates of DearBytes. DearBytes does not guarantee that a domain name desired by the Client will be assigned to the Client.

Art. 51 Notice and Take Down

- 51.1 The Client shall at all times act carefully and not unlawfully vis-à-vis third parties, in particular by respecting the intellectual property rights and other rights of third parties, by respecting the privacy of third parties, by not disseminating information in conflict with the law, not providing unauthorized access to systems, not spreading viruses or other harmful programs or data and by refraining from committing crimes and violations of any other legal requirements.
- 51.2 In order to avoid liability vis-à-vis third parties or to limit their consequences, DearBytes is always entitled to take measures in relation to an act or omission by or at the risk of the Client. At the first written request of DearBytes, the Client shall remove data and/or information without delay from the systems of DearBytes, failing which DearBytes is authorized to decide whether to delete the data and/or information or to disable access. DearBytes is also entitled to immediately deny the Client access to its systems in the event of the infringement or imminent infringement of the provisions of Article 51.1, with immediate effect and without prior notice. The foregoing is without prejudice to any other measures or the exercise of other legal and contractual rights by DearBytes vis-à-vis the Client. In such case, DearBytes is then also entitled to terminate the agreement with immediate effect, without being liable in this connection vis-à-vis the Client.
- 51.3 DearBytes cannot be required to form an opinion on the validity of claims by third parties or the defence of the Client or to be involved in any way in a dispute between a third party and the Client. In this regard, the Client will have to reach an understanding with the third party and inform DearBytes in writing properly substantiated by documents.

10 Sale of equipment

The 'Sale of equipment' provision contained in this chapter also applies, in addition to the General Provisions of these General Delivery Conditions, if DearBytes provides equipment to the Client of any kind whatsoever and/or sells other products (material objects) to the Client.

Art. 52 Purchase and sale

- 52.1 DearBytes sells the equipment and/or other products by type and quantity as agreed in writing, and the Client likewise purchases these from DearBytes.
- 52.2 DearBytes does not guarantee that the equipment and/or products are suitable for the actual and/or intended use of the Client upon delivery, unless the intended uses have been clearly specified without reservation in the written agreement.
- 52.3 The obligation to sell of DearBytes does not include assembly and installation materials, software, consumer items, batteries, stamps, ink (cartridges), toner products, cables and accessories.
- 52.4 DearBytes does not guarantee that the assembly, installation and operating requirements of the equipment and/or products are correct and that the equipment and/or products possess the characteristics specified in these rules.

Art. 53 Delivery

- 53.1 The equipment and/or products sold by DearBytes to the Client will be delivered to the Client ex-warehouse. DearBytes shall only deliver the sold products, or cause these to be delivered, to the Client to a location designated by the Client, if agreed in writing. In such case, DearBytes shall notify the Client of the date on which it or the carrier intends to deliver the equipment and/or products, if possible in good time prior to delivery.
- 53.2 The purchase price of the equipment and/or products does not include the cost of transport, insurance, rigging and hoisting, leasing temporary facilities and the like. Where applicable, these costs will be charged to the Client.
- 53.3 If the Client requests DearBytes to remove old materials (such as networks, cabinets, cable ducts, packaging materials, equipment) or if DearBytes is obliged by law to do so, DearBytes can accept such request by means of a written assignment at its usual rates. If and insofar as DearBytes is not legally permitted to request the payment of a fee (e.g. in the context of the so-called 'old for new' scheme), it will not request the Client to pay a fee in such case.
- 53.4 If the parties have agreed such in writing, DearBytes will install (or cause to be installed), configure (or cause to be configured and/or connect (or cause to be connected) the equipment and/or products. Any requirement to install and/or configure equipment by DearBytes does not include performing data conversion and software installation. DearBytes is not responsible for obtaining any necessary permits.
- 53.5 DearBytes is always entitled to execute the agreement in partial deliveries.

Art. 54 Test set-up

- 54.1 DearBytes shall only be obliged to place a test set-up regarding the equipment for which the Client is interested if agreed in writing. DearBytes may attach (financial) conditions to a test set-up. A test set-up involves temporarily placing a standard version of equipment, excluding accessories, in a space provided by the Client, prior to the Client making a final decision on whether

or not to buy the relevant equipment. The Client is liable for use, damage, theft or loss of equipment that is part of a test set-up.

Art. 55 Environmental requirements

- 55.1 The Client shall ensure an environment which meets the requirements specified by DearBytes for the equipment and/or products, including with respect to the temperature, humidity and technical environmental requirements.
- 55.2 The Client shall ensure that activities to be carried out by third parties, such as construction activities, are performed adequately and in good time.

Art. 56 Warranty

- 56.1 DearBytes shall make every effort to repair material and manufacturing defects in the equipment and/or other products sold, as well as in parts delivered by DearBytes under warranty, free of charge within a reasonable period if these defects are reported in detail to DearBytes within a period of three months after delivery. If, in the reasonable opinion of DearBytes, repair is impossible, will take too long or will entail disproportionately high costs, DearBytes is entitled to replace the equipment and/or the products free of charge with other, similar, but not necessarily identical equipment and/or products. Data conversion required as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of DearBytes. The warranty obligation expires if defects in the equipment, products or parts are wholly or partially the result of incorrect, careless or improper use, external causes such as fire or water, or if the Client makes changes or has changes made to the equipment or in the parts supplied by DearBytes under the warranty, without the permission of DearBytes. DearBytes shall not unreasonably withhold such permission.
- 56.2 Every other or further claim by the Client on non-conformity of the delivered equipment and/or products or the provisions of Article 56.1, are excluded.
- 56.3 Costs of activities and repair that fall outside the scope of this warranty will be charged by DearBytes at its usual rates.
- 56.4 DearBytes has no obligation whatsoever under the purchase agreement in respect of errors and/or other defects that are reported after the warranty period referred to in Article 56.1.

Art. 57 Equipment of suppliers

- 57.1 If and insofar as DearBytes sells equipment originating from a third party to the Client, the sale conditions of the third party with respect to such equipment shall apply to the relationship between DearBytes and the Client, replacing the deviating provisions in these General Delivery Conditions, provided that the applicability of the sale conditions of such third party is communicated in writing by DearBytes to the Client and these conditions are also provided to the Client before or at the conclusion of the agreement. Notwithstanding the preceding sentence, the Client cannot rely on a failure by DearBytes to comply with the aforementioned information obligation if the Client is a party as referred to in Article 6:235 paragraph 1 or 3 BW.
- 57.2 If and insofar as the aforementioned conditions of third parties are deemed not to apply or are declared to be inapplicable, for whatever reason, the provisions in these General Delivery Conditions shall apply in full.

11 Rental, lease and the provision of equipment

The 'Rental, lease and provision of equipment' provisions contained in this chapter also apply, in addition to the General Provisions of these General Delivery Conditions, if DearBytes rents equipment of any kind whatsoever to the Client. This article is also applicable, mutatis mutandis, to the provision of loan or test equipment by DearBytes or to providing products otherwise (free of charge).

Art. 58 Renting and leasing

- 58.1 DearBytes rents the equipment referred to in the lease and the corresponding user documentation to the Client.
- 58.2 Renting does not include the provision of the software on separate data carriers and the consumer items necessary for the use of equipment, such as batteries, ink (cartridges), toner products, cables and accessories.
- 58.3 Leasing commences on the date of the provision of the equipment to the Client.

Art. 59 Prior inspection

- 59.1 DearBytes may prepare a description of the condition of the equipment by way of prior inspection in the presence of the Client, indicating noted defects, prior to or on the occasion of the provision. DearBytes may require the Client to sign the report drawn up with this description before DearBytes provides the equipment to the Client for use. The noted defects in the equipment in this report will be for the account of DearBytes. Upon discovery of defects, the parties shall agree on the manner of the repair and the timeframe within which this repair of the defects noted in this report will take place.
- 59.2 If Client does not properly cooperate in the prior inspection referred to in Article 59.1, DearBytes is entitled to carry out this inspection without the presence of the Client and to draw up the report itself. This report is binding on the Client.
- 59.3 If no prior inspection is performed, the Client shall be deemed to have received the equipment in good condition and undamaged.

Art. 60 Use of the equipment

- 60.1 The Client shall only use the equipment for the intended purpose under the agreement and at the sites listed in that agreement by and on behalf of its own organisation or company. Use of the equipment by or on behalf of third parties is not permitted. The right to use the equipment is not transferable. The Client is not permitted to sub-lease equipment to a third party or to otherwise allow the (joint) use of the equipment by a third party.
- 60.2 The Client shall install and assemble the equipment and make it ready to use.
- 60.3 The Client is not permitted to use or otherwise dispose of the equipment or any part thereof as security or collateral, in any manner whatsoever.
- 60.4 The Client shall use the equipment carefully and with due care. The Client shall take adequate measures to prevent damage. The Client shall immediately inform DearBytes of any damage to the equipment. The Client is liable for damage to the equipment vis-à-vis DearBytes. In all cases, the Client is liable vis-à-vis DearBytes in case of theft, loss or misappropriation of the equipment during the term of the lease.
- 60.5 The Client shall not change the equipment in whole or in part or add something. In the case changes or additions are made, the Client shall undo these changes or remove them at the end of the lease.
- 60.6 The parties agree that defects to equipment that was changed and added to by or on behalf of Client and all the defects due to these changes and additions to the equipment, are not defects within the meaning of Article 7:204 Dutch Civil Code [BW]. The Client has no claim whatsoever vis-à-vis DearBytes in respect of such defects. DearBytes is not obliged to repair or maintain these defects.

- 60.6 The Client is not entitled to any compensation in connection with changes made by the Client or additions to the rented equipment, which for whatever reason are not undone or removed at or after the end of the lease.
- 60.7 The Client shall immediately notify DearBytes in writing of any seizure of the equipment, indicating the identity of the judgment creditor and the reason for the seizure. The Client shall forthwith provide the bailiff levying the seizure with inspection of the lease.

Art. 61 Maintenance of leased equipment

- 61.1 The Client shall not maintain the leased equipment or have it maintained by a third party.
- 61.2 The Client shall promptly notify in writing any defects in the leased equipment it has ascertained. DearBytes shall make every effort to repair defects in the equipment by way of corrective maintenance for its own account, within a reasonable period. DearBytes is also entitled, but not obliged, to perform preventive maintenance on the equipment. Upon request, the Client shall provide DearBytes with the opportunity to perform corrective and/or preventive maintenance. The parties will consult with each other in advance on the days and times when maintenance will take place. During the period of maintenance, the Client is not entitled to replacement equipment.
- 61.3 The following are excluded from the obligation to repair defects:
 - the repair of defects which the Client has accepted at the start of the lease;
 - the repair of defects due to external causes;
 - the repair of defects that can be attributed to the Client, its employees and/or to third parties engaged by the Client;
 - the repair of defects caused by improper, incorrect or improper use or use contrary to the documentation;
 - the repair of defects caused by the use of the equipment contrary to the intended use;
 - the repair of defects caused by unauthorized changes or additions to the equipment.
- 61.4 If DearBytes repairs the defects referred to in the preceding paragraph or has them repaired, the related costs are payable by the Client according to the usual rates of DearBytes.
- 61.5 DearBytes is always entitled to elect not to repair defects and to replace the equipment with other, similar, but not necessarily identical equipment.
- 61.6 DearBytes is never required to repair or reconstruct lost data.

Art. 62 Final inspection and return

- 62.1 The Client shall return the equipment to DearBytes in the same condition at the end of the lease. Transport costs associated with the return shall be borne by the Client.
- 62.2 The Client shall, before or no later than the last working day of the lease period, provide its cooperation in a joint final inspection of the condition of the equipment. A report of the findings will be jointly drawn up by the parties, which must be signed by both parties. If the Client does not cooperate with this final inspection, DearBytes is authorized to carry out this inspection in the absence of the Client and to draw up the aforementioned report itself. This report is binding on the Client.
- 62.3 DearBytes is entitled to charge the shortcomings of the final inspection mentioned in the report, which are reasonably for the expense and risk of the Client, to the Client. The Client is liable for damage of DearBytes where equipment has become temporary useless or can no longer be leased out.
- 62.4 If the Client has not undone the change it made to the equipment or removed the addition it made by the end of the lease, the parties agree that the Client is deemed to have waived any right to such changes and/or additions.

12 Financing and leasing of ICT equipment

The 'Financing and leasing of ICT equipment' provisions contained in this chapter also apply, in addition to the General Provisions of these General Delivery Conditions, if DearBytes leases equipment of any kind whatsoever to the Client.

Art. 63 Financing

- 63.1 The agreement is entered into between the Client and DearBytes for an agreed fixed term.
- 63.2 DearBytes and the Client will mention the entire (purchase) price of the object of the financing, the plan of regular payment of instalments and other conditions in the agreement. It is the intention of the agreement that all final periods are paid in full.

Art. 64 Payment

- 64.1 The Client undertakes to make all payments to DearBytes without costs for DearBytes on the day of indebtedness in legal Dutch currency by transferring the amount to the bank account number to be designated by DearBytes. The Client can only pay in discharge of the obligation in the aforementioned manner.
- 64.2 By entering into the agreement, the Client grants DearBytes the irrevocable and unconditional consent to collect all amounts owed by the Client by direct debit. The Client shall ensure sufficient funds at all times and furthermore provide the necessary cooperation for payment by direct debit.
- 64.3 Unless agreed otherwise, amounts are owed per calendar month in advance. If default interest has been agreed, the Client shall owe this interest from the first day of default.
- 64.4 DearBytes may, at its discretion, decide to grant deferment of payment of an instalment if the Client has made a reasoned request thereto in writing before the expiry of the relevant period. If DearBytes permits any delay, whether or not at the specific request of the Client, this shall take place under reservation of all rights.
- 64.5 The amounts received by DearBytes from the Client shall first be deducted from the costs, then from the interest and finally from the principal.

Art. 65 Protecting rights of (intellectual) property

- 65.1 The Client is obliged to immediately inform DearBytes of damage, decrease in value or loss of the object and take all the necessary measures, such as to limit further damage, and furthermore to follow any instructions DearBytes deems relevant in order to protect the rights of (intellectual) property accruing to DearBytes, including as referred to in Article 9 of these General Delivery Conditions.
- 65.2 The object should be maintained by the Client at its expense in good condition and used in accordance with its purpose. The Client will not change the shape or structure of the object or rent, dispose of or encumber the object, or relinquish enjoyment of it or use the object in conflict with any statutory provision.
- 65.3 The Client is obliged to inform any party asserting rights in respect of the object, about the rights of (intellectual) property of DearBytes and immediately notify DearBytes of such claims by third parties on submission of all documents.
- 65.4 The Client holds the object for its own account and risk and will take care of, inter alia, the safekeeping and storage. The Client undertakes to sufficiently insure the object and to keep it insured with an insurance company registered in the Netherlands. DearBytes may impose further conditions on the insurance.
- 65.5 All claims relating to insurance payments by the Client shall be assigned to DearBytes in advance when entering into the agreement.
- 65.6 DearBytes is entitled to inspect the object or have it inspected during normal business hours. The Client shall provide all cooperation desired by DearBytes at the first written request of the supplier.

Art. 66 Purchase option

- 66.1 If it is agreed that the rights of (intellectual) property of the object (or any part thereof) shall initially be transferred from DearBytes to the Client by payment of a final optional period, then the Client shall notify DearBytes in writing no later than three months before the expiry of the term of the agreement that it will make use of such.

Art. 67 Termination and consequences

- 67.1 The Client shall be in default vis-à-vis DearBytes if the Client does not pay one or more periods on time or otherwise acts in breach of any obligation under this agreement.
- 67.2 If the Client is in default, DearBytes is authorized by means of a written declaration and without judicial intervention to proceed to dissolve the agreement with immediate effect, to take immediate possession of the object again and to exercise all rights otherwise conferred by law.
- 67.3 Unless terminated on the grounds of Article 14 of these General Delivery Conditions, the termination of the agreement is excluded by the Client.
- 67.4 Termination of the agreement is without prejudice to any obligations of the Client vis-à-vis DearBytes and results in the amounts owed by the Client being immediately exigible.
- 67.5 Rescission or cancellation of the agreement based on defects or circumstances relating to the object or its use, is expressly excluded.

Art. 68 Returns

- 68.1 If the agreement explicitly stipulates that the Client is entitled to return the object or if DearBytes exercises its right to take back the object, then the object must be provided to DearBytes in good condition at a place and time designated by DearBytes. The Client is obliged to pay costs of repair, replacement and reduction of value of the object or part thereof. The object must be operational and in its original and proper condition when it is provided to DearBytes. The Client shall be responsible for proper packaging and transport. The Client is liable for the removal of parts, facilities, data and software that are not part of the object, failing which DearBytes may remove such without any obligation resulting therefrom for DearBytes.

Art. 69 Provision of security and transfer

- 69.1 The Client is obliged to provide security for the compliance with all its obligations vis-à-vis DearBytes at the first request of DearBytes. If the requested security is (has become) insufficient, then the Client is obliged to supplement or replace this security at the first request.
- 69.2 DearBytes is entitled to transfer the legal relationship with the Client to a third party.

Art. 70 Administration and implementation of the agreement

- 70.1 The Client will inform DearBytes in advance in writing of any change of address of the Client and the location where the object is located.
- 70.2 The relevant documents or information from the administration of DearBytes shall serve as full proof of amounts owed by the Client to DearBytes, barring evidence to the contrary provided by the Client.
- 70.3 If DearBytes has made an error in the execution of the agreement, the Client is obliged upon discovery to inform DearBytes of this forthwith and to provide its full cooperation to repair the mistake.

Art. 71 Ancillary services and additional costs

- 71.1 Regardless of the description of the agreement, the price or periodic fees, the agreement shall only include those services that DearBytes and the Client have explicitly agreed in writing.

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- 71.2 If ancillary services are part of the agreement, DearBytes is entitled to impose additional or amended conditions and changes in the cost of these services, such as insurance premiums, maintenance, taxes, government-imposed charges and the hourly rate for services of DearBytes, and charge these to the Client.
- 71.3 If and to the extent that it expressly arises from the agreement that DearBytes shall arrange for the replacement

of the object, at the discretion of DearBytes, DearBytes shall then arrange for the replacement with an equivalent object or with equivalent functionality. The provisions of the agreement are fully applicable to the replacement object. Unless otherwise agreed, the replacement costs will be borne by the Client.