

General Terms and Conditions

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Module A - General

Article A.1. Definitions

A.1.1. **Account:** the right of access to a user interface through which Client can manage and configure (certain aspects of) the Service(s), as well as the Data itself.

A.1.2. **General Terms and Conditions:** the provisions contained in this document.

A.1.3. **Data:** the data provided by Customer, which is stored, accessible or otherwise processed through the Services.

A.1.4. **Custodian:** the company Custodian B.V., established at Grenadierspoort 28, 2152 EE Nieuw-Vennep and registered with the Chamber of Commerce under file number 54065046.

A.1.5. **Service(s):** the service(s) to be performed by Custodian on behalf of the Client, including but not limited to:

- (a) **Standard Software:** the supply of software as developed by third parties and offered by Custodian under License to the Client.
- (b) **Training(s):** the training and education provided by Custodian or third parties.
- (c) **Consultancy:** the giving of advice with among other things - but not exclusively - the aim of familiarizing the Client's employees with the Services to be provided by Custodian.
- (d) **Secondment:** services consisting of a form of loaning employees of Custodian to the Client, whether on a temporary basis or not.
- (e) **Hardware:** the supply of equipment by Custodian to Client.
- (f) **Cloud Services:** services made available to Client as an online service (software-as-a-service).
- (g) Other services as described in Custodian's offer or quotation.

A.1.6. **Effective Date:** the moment on which the communication containing acceptance from Client is received by Custodian.

A.1.7. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.

A.1.8. **Candidate:** the natural person, whether or not an employee of Custodian, who is made available by Custodian to Client to perform work for Client.

A.1.9. **Supplier:** the supplier and/or manufacturer of the Standard Software and/or Hardware.

A.1.10. **License:** the non-exclusive, non-transferable and non-sublicensable right of use granted by Custodian to Client for the purpose of using the Standard Software.

A.1.11. **License Conditions:** the further conditions regarding the delivery and use of the Standard Software, originating from the Supplier of the Standard Software.

A.1.12. **Additional Work:** the work or other performance performed by Custodian that falls outside the content and/or scope of the work and/or performance agreed in the Agreement, or modifications thereof (including modified functional specifications).

A.1.13. **Environment:** all aspects of Client's hardware, software and/or network environment relevant to the provision of the Services, including - but not limited to - the physical hardware and IT infrastructure, as well as all (network) traffic and data.

A.1.14. **Client:** the natural person or legal entity with whom Custodian has entered into an Agreement.

A.1.15. **Agreement:** any agreement between Custodian and Client pursuant to which Custodian provides Services to Client.

A.1.16. **SLA:** the separately recorded agreements between Custodian and Client regarding the level, support, and method of problem resolution with respect to the Services.

A.1.17. **Updates:** (structural) changes and updates with respect to the Standard Software for the purpose of bugfixing, improving or adding functionality and/or repairing errors.

A.1.18. **Upgrades:** structural changes to the Standard Software in the context of adding functionality.

A.1.19. **Working Days:** Monday through Friday, with the exception of Dutch national holidays.

A.1.20. **Working Hours:** hours on Working Days between 09:00 and 17:00.

Article A.2. Applicability and ranking

A.2.1. The specific modules are applicable if the Services requested or offered fall within the scope defined in the module. If a specific module is applicable, it shall prevail over Module A.

A.2.2. The definitions described in clause A.1. apply to all modules of these General Terms and Conditions, unless a meaning is assigned elsewhere in the Contract and/or General Terms and Conditions.

A.2.3. In the event of a conflict between provisions in the Agreement, General Conditions or attachments thereto, the following order of precedence shall apply:

- i. the offer or Agreement;
- ii. the Processing Agreement, if any;
- iii. the SLA concluded, if any;
- iv. the Annexes to the Agreement, if any;
- v. these General Terms and Conditions.

Article A.3. Offers and formation of agreement

A.3.1. The Agreement is concluded by written acceptance of the quotation or offer by

Client. The sending of a (purchase) order, purchase order or any other (order) confirmation, in response to the quotation sent by Custodian, shall constitute written acceptance of Custodian's quotation.

A.3.2. If Client does not explicitly indicate its agreement with the quotation, but nevertheless agrees, or gives that impression, that Custodian performs work that falls within the description of the Services, then the quotation shall be deemed accepted. This also applies when Client requests Custodian to perform certain work without waiting for a formal quotation.

A.3.3. Provisions or conditions set by the Client that deviate from, or do not appear in, these general terms and conditions are only binding on Custodian if and insofar as they have been expressly accepted by Custodian in writing.

A.3.4. Quotes from Custodian are without obligation and valid for the period indicated in the quote. If no term is indicated, the quotation shall be valid for thirty (30) days from the date on which the quotation is issued.

A.3.5. If it appears that the information provided by the Client at the time of the Application or Agreement was incorrect and/or incomplete, Custodian shall be entitled to adjust the prices accordingly.

A.3.6. The Agreement shall run from the Effective Date, unless another effective date has been agreed in writing.

Article A.4. Execution of the Agreement

A.4.1. After the conclusion of the Agreement, Custodian shall perform it to the best of its ability and under application of sufficient care and skill, in accordance with the offer.

A.4.2. Delivery periods stated by Custodian are always indicative in nature and shall in no event serve as deadlines.

A.4.3. If and to the extent required for the proper execution of the Agreement, Custodian has the right to have certain activities performed by third parties. Any related unexpected additional costs shall only be borne by the Client if agreed in writing in advance. These General Terms and Conditions also apply to the work performed by third parties in the context of the Agreement.

Article A.5. Obligations of the Principal

A.5.1. Client is obliged to do and to refrain from doing everything that is reasonably necessary and desirable to enable a timely and correct performance of the Agreement. In particular, the Client shall ensure that all information which Custodian indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the Services is provided to Custodian in a timely manner. The period within which Custodian must perform the Agreement shall not commence until all requested and required information has been received by Custodian. At Custodian's request, the Client shall also provide its own employees.

A.5.2. If the Client knows or can suspect that Custodian will have to take certain (additional) measures to be able to meet its obligations, the Client will inform Custodian thereof as soon as possible.

A.5.3. Client gives Custodian access to all places, services and accounts under its control that Custodian reasonably needs to provide the Services. In special cases, it may be agreed that Client itself places the necessary data or makes adjustments to these services or accounts. In particular, if necessary for the support at the request of Custodian, Client shall grant employees and auxiliary persons of Custodian all necessary access to the Environment to enable installation, configuration, to enable maintenance and adjustments of the Standard Software and/or Hardware. Physical access to hardware will only take place if necessary, and only after prior consultation with Client.

Article A.6. Additional Work

A.6.1. All changes in the Services, either at the request of the Client or as a result of the fact that that, due to unforeseen external circumstances, a different performance is absolutely necessary, when additional costs are associated with it are considered Additional Work. These will be invoiced to Client accordingly.

A.6.2. A condition for the right from the previous paragraph is that Custodian has timely informed Client of the circumstances referred to there and - if possible - the additional costs. If Client does not agree with the

additional costs involved, he shall be entitled to cancel the part of the Additional Work not yet performed, however, without any right to a refund or remission of the costs of Additional Work already performed.

Article A.7. Intellectual Property Rights

A.7.1. The Intellectual Property Rights relating to the Services, the associated software, the Standard Software, reports, performance of a Candidate as well as all information and images are vested in Custodian and/or its licensors. These may not be copied or used in any way without separate written permission from Custodian, except as permitted by law.

A.7.2. Nothing in this Agreement is intended to transfer any Intellectual Property Rights to Client. The use Customer may make of the Services is limited to what is described in the Agreement. Client shall not perform any acts that may infringe the Intellectual Property Rights of Custodian and/or its licensors.

A.7.3. Custodian grants Client a non-exclusive and non-transferable right of use for the duration of the Agreement in order to use the Services in accordance with these General Terms and Conditions.

A.7.4. Custodian has the right not to grant or to withdraw the right of use referred to in the previous paragraph if Client has not fulfilled its obligations under the Agreement. In addition to the foregoing, Client shall no longer be entitled to install (new) Updates and/or Upgrades if it fails to comply with the Agreement and/or the Agreement is terminated.

A.7.5. Custodian may make third party software available to Client. The (open source) (license) terms and conditions of those third parties may apply thereto. Client warrants that it accepts and will strictly comply with these third party terms and conditions.

A.7.6. Client shall indemnify Custodian against all third party claims in connection with the guarantee given in the previous paragraph.

A.7.7. Information, including Data, that Client stores or processes through the Services is and shall remain the property of Client. Custodian has a right of use to use such information for the Services, including for future aspects thereof.

A.7.8. If Client sends feedback about an error or a suggestion for improvement to Custodian, Client grants Custodian an unrestricted and perpetual right to use this information for the Services. This does not apply to information that Client expressly marks as confidential.

Article A.8. Prices

A.8.1. Client shall pay Custodian a fee for the Services as stated in the quotation.

A.8.2. Unless an amount is expressly stated otherwise, all prices quoted by Custodian are exclusive of sales tax and other government levies.

A.8.3. Custodian is entitled to charge additional fees to the Client in case work is performed outside Business Days and/or Business Hours.

A.8.4. If a price is based on data provided by the Client and these data prove to be incorrect, Custodian will be entitled to adjust the prices accordingly, even after the Agreement has already been concluded. This is for example - but not exclusively - the case if it appears that, as a result of organizational changes, the Client no longer meets the conditions it was rated at when this Agreement was concluded.

A.8.5. Custodian is entitled to adjust its prices upon renewal of the Agreement. Furthermore, during the term of the Agreement, Custodian is entitled to increase the prices it charges annually in accordance with the relevant price index figures as published by Statistics Netherlands. However, if a supplier of Custodian increases its prices prematurely, Custodian will always be entitled to pass on this increase to the Client on a one-for-one basis. Custodian will give written notice of price adjustments.

Article A.9. Terms of payment

A.9.1. Custodian will invoice the one-off amounts due by Client in advance to Client. The amounts due periodically shall be invoiced to the Client prior to the relevant period.

A.9.2. Custodian shall issue electronic invoices to Client's email address known to Custodian. Client agrees to this method of invoicing.

A.9.3. The payment term of an invoice is thirty (30) days from invoice date, unless otherwise agreed in writing.

A.9.4. If Client has not paid in full after the payment term, Custodian shall still give Client the opportunity to pay the invoice amount within seven (7) days. If Client has not paid in full even after this period, he shall automatically be in default without notice of default being required.

A.9.5. In the event of late payment, in addition to the amount owed and the statutory (commercial) interest accruing thereon, Client shall be obliged to pay in full the extrajudicial and judicial costs, including the costs of lawyers, bailiffs and collection agencies.

A.9.6. In case Client fails to fulfill any obligation under the Agreement, Custodian will be entitled to suspend the Services without any notice of default, without prejudice to Custodian's right to compensation for damages, lost profits and interest.

A.9.7. If, based on facts and circumstances, there may be reasonable doubt as to whether Client can meet its payment obligations, Custodian shall be entitled to require Client to provide financial security in the form of a bond for six (6) months of Services.

Article A.10. Personal data and security

A.10.1. If Client provides personal data to Custodian and the latter processes it on behalf of Client, both Client and Custodian are subject to the Personal Data Protection Act (Wbp), and as of May 25, 2018, to the General Data Protection Regulation (AVG).

A.10.2. If Custodian processes personal data on behalf of the Client in accordance with the preceding paragraph, a processor agreement, which includes additional safeguards with respect to the processing of personal data, forms part of the Agreement.

Article A.11. Liability

A.11.1. The total liability of Custodian on account of an attributable failure in the performance of the Agreement, unlawful act or otherwise, shall be limited per event or series of related events to the compensation of direct damage limited to compensation for direct damage up to the amount equal to the fees stipulated under the Agreement for twelve (12) months. In no event, however, shall the total compensation for direct damage exceed EUR 500,000 (excluding VAT) per year.

A.11.2. Direct damage shall mean exclusively:

- (a) damage directly caused to tangible property ("property damage");
- (b) reasonable and demonstrable costs incurred by the Client to induce Custodian to (again) properly perform the Agreement;
- (c) reasonable costs to ascertain the cause and extent of the damage insofar as pertaining to the direct damage referred to here;
- (d) reasonable and demonstrable costs incurred by the Client to prevent or limit the direct damage as referred to in this article.

A.11.3. Custodian shall in no event be liable for compensation for indirect or consequential damages or damages due to lost sales or profits.

A.11.4. The limitation of liability as referred to in the previous paragraphs of this article shall lapse if and insofar as the damage is the result of intent or gross negligence on the part of Custodian's management.

A.11.5. The liability of Custodian on account of an attributable failure in the performance of the Agreement shall only arise if the Client gives Custodian immediate and proper notice of default in writing, setting a reasonable term to remedy the failure, and Custodian continues to fail imputable in the performance of its

obligations even after that term. The notice of default must contain as detailed a description as possible of the failure, so that Custodian is able to respond adequately.

A.11.6. Client shall indemnify Custodian against any claims and proceedings by third parties (including clients of Client), in respect of compensation for damages, costs or interest, due to a breach of the obligations under the Agreement or applicable laws or regulations attributable to Client and/or a subcontractor engaged by it.

Article A.12. Force Majeure

A.12.1. In the event of force majeure as referred to in Article 6:75 of the Dutch Civil Code, neither of the parties can be obliged to perform any obligation under the Agreement and the parties will never be obliged to pay compensation for damage as a result. Force majeure shall include: failures of public infrastructure; failures in infrastructure and/or Services of Custodian caused by computer criminality; defectiveness of items, equipment, software or other source material the Client has prescribed the use of; non-availability of staff members/detached persons (due to illness or otherwise); shortcomings of Custodian's suppliers that Custodian could not foresee; government measures; general transport problems and strikes.

A.12.2. If a force majeure situation lasts longer than thirty (30) days, either party shall have the right to terminate the Agreement in writing. What has already been performed under the Agreement shall in that case be settled proportionately, without the parties owing each other anything else.

Article A.13. Secrecy

A.13.1. The parties shall treat information that they provide to each other before, during or after the performance of the Agreement as confidential if such information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees as well as third parties engaged by them for the performance of the Agreement.

A.13.2. The obligation of confidentiality shall continue even after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.

Article A.14. Duration and Termination

A.14.1. The Agreement is entered into for the term as stated in the offer or Agreement, and in the absence thereof for the term of one year. The Agreement may be terminated only as provided in these General Terms and Conditions.

A.14.2. Premature termination of the Agreement by Customer is excluded, unless in writing otherwise agreed upon. In addition, the Parties may terminate the Agreement by mutual consent.

A.14.3. Custodian may immediately suspend or terminate the Agreement in writing if at least one of the following special grounds applies:

- (a) Client is in default with respect to a material obligation;
- (b) Client's bankruptcy has been filed for;
- (c) Client has filed for suspension of payments;
- (d) Client's operations are terminated or liquidated.

A.14.4. If Custodian suspends performance of its obligations, it shall retain its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.

A.14.5. If the Agreement is terminated, Custodian's claims against Client shall be immediately due and payable. In case of termination of the Agreement, amounts already invoiced for services rendered shall remain due and payable, without any obligation to undo them, and Custodian shall never be obliged to refund any payments already received from the Client, or be obliged to compensate any loss suffered by the Client as a result of the termination.

A.14.6. The right to suspend in the above cases applies to all Agreements concluded with the Client simultaneously, even if the Client is only in default with respect to one Agreement, and without prejudice to Custodian's right to compensation for damages, lost profits and interest.

A.14.7. The application of article 6:271 et seq. of the Civil Code is excluded. This part of the law elaborates the doctrine of dissolution. Dissolution of the Agreement is explicitly excluded.

Article A.15. Amendment of Agreement

A.15.1. Custodian reserves the right to amend or supplement the Services and these General Terms and Conditions. Amendments shall also apply in respect of Agreements already concluded subject to a period of thirty (30) days after notification of the amendment.

A.15.2. Amendments in respect of these General Terms and Conditions shall be announced on Custodian's website, or by e-mail to Client, or any other channel through which Custodian can prove that the announcement has reached Client. Non-substantive changes of minor importance may be made at any time and do not require notice.

A.15.3. If the Client does not wish to accept an amendment to the General Terms and Conditions, the Client must notify Custodian in writing with reasons within fourteen (14) days of the announcement. Custodian may then reconsider the amendment. If Custodian does not subsequently withdraw the change, the Client may terminate the Agreement by the date on which the new conditions come into force.

Article A.16. Other provisions

A.16.1. The Agreement shall be governed by Dutch law.

A.16.2. Insofar as not otherwise prescribed by the rules of mandatory law, all disputes arising in connection with the Agreement will be submitted to the competent Dutch court for the district of Noord-Holland, Haarlem branch.

A.16.3. In these General Terms and Conditions, "in writing" also includes communication by e-mail provided that the identity of the sender and integrity of the content have been sufficiently established.

A.16.4. If any provision of the Agreement is found to be invalid, this shall not affect the validity of the Agreement as a whole. The parties will in that case draw up (a) new provision(s) to replace it, which as far as is legally possible will give shape to the intention of the original Agreement and General Terms and Conditions.

A.16.5. The log files and other records, electronic or otherwise, of Custodian shall constitute full proof of Custodian's statements and the version of any communication, electronic or otherwise, received or stored by Custodian shall be deemed to be authentic, subject to evidence to the contrary to be furnished by Client.

A.16.6. The parties shall always promptly notify each other in writing of any changes in name, postal address, email address, telephone number and, if requested, bank or giro account number.

A.16.7. Custodian is entitled to transfer its rights and obligations under the Agreement to a third party who takes over the service or relevant business activity from it. Client shall only be entitled to transfer its rights and obligations under the Agreement to a third party that takes over the service or relevant business activity from it with the written consent of Custodian.

A.16.8. The applicability of the information obligations (inter alia regarding information on the languages in which the Agreement may be concluded and any codes of conduct to which Custodian is subject) in articles 6:227b (1) and 6:227c of the Dutch Civil Code is expressly excluded.

Module B - Delivery of Standard Software

If the Service (partly) consists of the supply of Standard Software, the provisions of this module shall also apply.

Article B.1. Supply of Standard Software

B.1.1. Custodian grants a License to the Client for the duration and under the terms of the Agreement for the use of the Standard Software. The delivery and use of the Standard Software may be subject to further

conditions ("License Conditions"). If applicable, these further conditions will be communicated by the Supplier of the Standard Software.

B.1.2. Client is entitled to use the Standard Software under the License for Client's business or institution. Restrictions, including but not limited to the number of user accounts and available functions, are stated in the License Terms.

B.1.3. Customer is expressly prohibited from:

- (a) Reverse engineer the source code of the Standard Software or decompile the Standard Software, except to the extent permitted by provision of mandatory law;
- (b) Copying the Standard Software to third parties;
- (c) to sublicense the Standard Software or make it available to third parties by means of rental, software-as-a-service constructions or otherwise;
- (d) Make changes to the Standard Software, except to the extent permitted by mandatory law;
- (e) Removing or making illegible any indications of Custodian and/or its licensors as the rightful owner of the Standard Software or parts thereof.

Article B.2. Installation and delivery

B.2.1. Unless otherwise agreed in writing, the Client itself is fully responsible for the Environment, as well as the installation of the Standard Software and future Updates and/or Upgrades.

B.2.2. If agreed separately by means of an SLA, Custodian shall provide support with respect to the installation of the Standard Software.

B.2.3. If agreed separately in writing, Custodian is prepared to perform the installation of the Standard Software for and under the responsibility of the Client. To the extent possible, Custodian will disclose the cost of the installation to the Client in writing prior to the work.

B.2.4. The selection, procurement and management of the Environment is solely and entirely the responsibility of Client. Client is aware that Custodian has no influence on the hardware and infrastructure on which the Standard Software is installed. Custodian therefore gives no guarantees in respect of regarding the availability of the hardware and infrastructure, and the availability of the Standard Software as a result of unavailability of the hardware and/or infrastructure.

Article B.3. Guarantees and Availability

B.3.1. Client accepts that the Standard Software contains the functionality and other features as Client finds them in the Standard Software at the time of delivery ("as is"), with all visible and invisible errors and defects. Custodian does not guarantee that the Standard Software will be available at all times and without interruptions or defects.

B.3.2. Adjustments that must necessarily be made as the result of technical influences will be made in Updates. To the extent possible, Custodian will indicate in advance the cost of the work, which must necessarily be carried out as a result of the technical influences, if it is not included in the next Update.

Article B.4. Support

B.4.1. If separately agreed upon in writing, Custodian shall provide services in the form of telephone support or remote assistance that, in Custodian's judgment, are supportive and can be performed quickly and easily.

B.4.2. In addition to the support mentioned in paragraph 1, Custodian is prepared to perform certain other work on behalf of the Client. At the Client's request, Custodian will prepare a quotation for the relevant work. To the extent possible, Custodian will disclose the costs of the support to the Client in writing prior to the work. In doing so, Custodian shall be entitled to invoice the Client on an after-the-fact basis.

Module C - Training

Article C.1. Registration and scheduling

C.1.1. Registration for a Training must be made in writing and is binding upon confirmation by Custodian.

C.1.2. Custodian is permitted to change the location and dates/times of the Trainings. Client will be notified of this no later than five (5) days before the start of the Training.

C.1.3. Each Training has a minimum and maximum number of participants. Custodian reserves the right to reschedule the Training to another date in case of insufficient registrations, of which the Client will be notified as soon as possible. Furthermore, Custodian has the right to cancel the Training, with a refund of amounts already paid.

C.1.4. Client has the right to cancel the Training free of charge up to thirty (30) days before the (first) date of the Training. For cancellations within thirty (30) to fourteen (14) days before the date of the Training, the Client shall owe fifty percent of the fee. For cancellations within fourteen (14) days before the date of the Training, or if participants fail to show up without a valid cancellation, the full fee remains payable.

C.1.5. For rescheduling a Training due to the actions of the Client, Custodian shall have the right to charge an administration fee.

C.1.6. If a trainer is unable to provide the Training due to illness or any other form of force majeure, Custodian reserves the right to provide a substitute trainer or reschedule the Training to another date, which may include another trainer.

Article C.2. Material

C.2.1. The Training Materials provided to the Client shall be used exclusively for the Client's own (study) use. The Client is not permitted, except with the permission of Custodian, to; (a) disclose this training material, (b) use it to provide training/training courses/courses etc. and/or (c) use it (otherwise) commercially.

Article C.3. Validity Training

C.3.1. A purchased Training gives the right to participate in the relevant Training. In any event, any right to participate shall expire twenty-four (24) months after the conclusion of the Agreement concluded for that purpose, unless otherwise agreed in writing.

Module D - Consultancy

If the Service (also) consists of providing Consultancy, the provisions of this module also apply.

Clause D.1. Execution and Planning

D.1.1. To the extent possible, Custodian will announce the time and costs related to the work to be performed to the Client in advance. The time required for the relevant work is thereby dependent on various factors, including the Client's cooperation. Custodian shall also be entitled to invoice Client for the work on an after-the-fact basis.

D.1.2. In addition to the previous paragraph, Custodian is dependent on the information provided by the Client.

Under no circumstances shall Custodian be responsible or obliged to verify this provided information.

D.1.3. Custodian is at all times entitled to cancel Consultancy in writing and in advance, or to have it take place at a later date or time. Upon cancellation by Custodian, the parties shall enter into mutual consultation for finding a new date.

D.1.4. Client has up to five (5) Business Days before the date of the Consultancy the right to cancel the Consultancy in writing without charge. Upon cancellation within five (5) to two (2) Business Days prior to the date of the Consultancy, Custodian shall be entitled to invoice Client for fifty percent of the fee. Upon cancellation by Client within two (2) Business Days prior to the date of the Consultancy, Custodian shall be entitled to invoice Client for the full fee in respect of the Consultancy.

Article D.2. Validity Consultancy - credit

D.2.1. Purchased hours in respect of Consultancy entitle the Client to performance of the relevant Consultancy services. This right expires twenty-four (24) months after the conclusion of the Agreement concluded for that purpose, unless otherwise agreed in writing.

Module E - Hardware

Article E.1. General

E.1.1. Hardware is delivered to the Client if it has been delivered to the delivery address specified by the Client in the order and such delivery has been accepted by the Client.

E.1.2. Client is obliged to proceed to inspect the Hardware immediately after taking delivery of it. If Client detects visible errors, imperfections and/or defects, this must be notified to Custodian within 24 hours.

E.1.3. Other complaints must be reported to Custodian by registered letter within five (5) Business Days after receipt of the products or termination of the work.

E.1.4. If the above-mentioned complaint has not been notified to Custodian within the periods referred to therein, the Hardware shall be deemed to have been received in good condition.

E.1.5. Minor deviations with respect to stated sizes, weights, quantities, colors, and the like shall not be considered a shortcoming on the part of Custodian.

E.1.6. Complaints shall not suspend Principal's payment obligation.

E.1.7. If, after delivery, the Hardware has changed in nature and/or composition, has been fully or partially processed or damaged, any right to complain shall lapse.

E.1.8. In the event of maintenance to, repair or replacement of the Hardware provided by Custodian, Client is responsible for making backups for the purpose of preserving the stored Data.

Article E.2. Sale of Hardware

E.2.1. If the sale of Hardware is part of the Agreement, the following provisions shall apply.

E.2.2. As long as Client has not made full payment for the entire agreed amount, the delivered Hardware shall remain the property of Custodian. Ownership of the delivered Hardware shall not pass until full payment of the agreed amounts in respect of the Hardware has been received by Custodian, unless otherwise agreed in writing.

E.2.3. The Hardware purchased by Customer from Custodian is subject to manufacturer's warranty. Information on what constitutes a manufacturer's warranty can be found on the website or in the Supplier's accompanying documentation.

E.2.4. Custodian will fulfill its legal obligation with respect to conformity of delivered Hardware, but will not provide the Customer with any (additional) warranty on Hardware delivered by it.

E.2.5. The (statutory) warranty does not apply:

- (a) if the errors are the result of injudicious use or of causes other than defects in material or workmanship;
- (b) if the cause of the fault cannot be clearly demonstrated;
- (c) if given instructions, for the use of the Hardware, have not been complied with;
- (d) for the condition of the Hardware resulting from improper storage, or climatic or other influences.

Article E.3. Rental or operational lease of Hardware

E.3.1. If rental of Hardware is part of the Agreement the following provisions shall apply.

E.3.2. The Hardware shall in all cases remain the property of Custodian, unless otherwise agreed in writing.

E.3.3. Client may only use the Hardware within its own company and only for the purpose for which the Hardware is intended.

E.3.4. Customer is not allowed to make the Hardware available to third parties and/or to encumber the Hardware with a security right. Client is furthermore not permitted to modify the Hardware without Custodian's consent.

E.3.5. Client shall behave as a good tenant with respect to the Hardware. Client shall handle the Hardware with extreme care and shall strictly follow all instructions of Custodian.

E.3.6. Client shall immediately report errors, imperfections and/or defects to Custodian in writing. In case of theft and/or damage to the Hardware, Client shall report this to Custodian immediately, and no later than 24 hours after discovery. In case of late reporting, Client shall be liable for the damage, regardless of the cause of the theft and/or damage.

E.3.7. Custodian shall endeavor to repair defects within a reasonable period of time, unless repair proves impossible or the costs are so high that Custodian cannot be required to repair the defect. Custodian is also entitled to replace the Hardware with new or comparable Hardware instead of repairing the defect.

E.3.8. Custodian is not obliged to repair defects if:

- (a) the defects are the result of injudicious use or of causes other than defective material or workmanship;
- (b) the cause of the defect cannot be clearly demonstrated;
- (c) if given instructions, for the use of the Hardware, have not been complied with;
- (d) they are caused by the condition of the Hardware, resulting from improper storage, or climatic or other influences;
- (e) if the defects are accepted by Customer upon delivery.

E.3.9. Custodian is prepared to investigate defects as mentioned in the previous paragraph and if possible to repair them.

Custodian is entitled to charge costs for this.

E.3.10. Custodian is entitled to perform preventive maintenance with respect to the Hardware. Contractor is obliged to cooperate in this. Parties shall consult together to determine a suitable date for the maintenance.

E.3.11. Upon expiration of the last rental or lease term, the Agreement shall be terminated. The Hardware shall be disassembled and collected by Custodian in consultation with Client. Under no circumstances shall Client itself move or remove the Hardware from the surface.

Article E.4. Financial Lease of Hardware

E.4.1. If the Hardware is acquired by Customer through financial leasing, the provisions of this article shall apply.

E.4.2. The Hardware shall remain the property of Custodian until Client has paid all amounts due to Custodian in installments.

E.4.3. Custodian shall have no obligation to Client to remedy any defects in the Hardware. In no event shall Custodian be liable for any damages resulting from the defects in the Hardware.

E.4.4. In case of theft and/or damage to the Hardware, Client shall report this to Custodian immediately, and at the latest 24 hours after discovery. In case of late notification, Client shall be liable for the damage, regardless of the cause of the theft and/or damage.

E.4.5. Client is not permitted to move the Hardware, give it in use to a third party, rent it out, pledge it or otherwise encumber it with a limited right, except with Custodian's prior written consent.

E.4.6. Upon payment of the final lease installment by Customer, legal title to the Hardware shall pass to Customer. Client is and remains the economic owner of the Hardware during the term of the Agreement. This means that Customer is responsible for all costs related to maintenance, insurance and damage. In particular, Customer is obliged to adequately properly insure the Hardware against damage.

E.4.7. If the Agreement is terminated before the end of the last lease term, for whatever reason, the following costs will be charged to Customer:

- (a) the cost of disassembling and collecting the Hardware;
- (b) the amount in the amount of the remaining lease terms.

E.4.8. Client shall be obliged, at the first request, to give Custodian access to the location where the Hardware is located in order to check the condition of the Hardware.

Article E.5. Installation and Configuration

E.5.1. Unless otherwise agreed in writing, Client is fully responsible for the Environment itself, as well as the installation of the Hardware.

E.5.2. If separately agreed in writing, Custodian is prepared to perform the installation of the Hardware on behalf of and under the responsibility of Client, by means of Consultancy. To the extent possible, Custodian will disclose the costs to Client in writing prior to the work.

E.5.3. The selection, procurement and management of the Environment is solely and entirely the responsibility of Client. Client is aware that Custodian has no influence on the hardware and infrastructure within which the Hardware is installed. Custodian therefore gives no guarantees regarding the availability of the Hardware as a result of a non-availability of the hardware and/or infrastructure of the Client.

Article E.6. Procedure after Termination

E.6.1. If upon termination of the Agreement for the Hardware no full payment has been made by the Client, Custodian shall be entitled to take back the Hardware delivered, without any obligation to compensate Custodian.

E.6.2. In case of rental of Hardware, upon termination of the Agreement Client shall be obliged to return the Hardware to Custodian. Any costs incurred for this purpose shall be for the Client's account.

E.6.3. In case of rental or operational lease of Hardware a final inspection of the Hardware will be performed by Custodian upon termination of the Agreement. If defects are found during the final inspection, Custodian shall be entitled to charge the costs of remedying these defects to the Client.

E.6.4. Upon Custodian's first request, Client shall provide Custodian with access to the Hardware.

E.6.5. Client is himself responsible for making backup copies of the Data present on the Hardware. Custodian shall under no circumstances be obliged to make reserve copies of the Data available of its own accord.

E.6.6. Client is solely responsible for repairing any damage that occurs or has occurred after the removal of the Hardware.

Module F - Cloud Services

If the Service consists (in part) of the provision of cloud services, the provisions of this module shall also apply.

Article F.1. Use of the Service

F.1.1. The Service shall be made available to the Client as an online software service (software-as-a-service).

Custodian shall notify Principal when the Service is made available.

F.1.2. Custodian shall provide access to the Service as soon as possible after the Effective Date of the Agreement. The Service can be accessed by entering the login credentials as provided by Custodian. Client is aware that loss of these login credentials may result in unauthorized access to the Service. Client shall secure the login credentials against unauthorized access and unauthorized persons.

F.1.3. In particular, Client shall keep the password strictly confidential. Custodian may assume that everything that happens from the Client's Account after logging in with the corresponding username and password is done under the direction and supervision of the Client. Client is therefore liable for all actions.

F.1.4. In case of suspected misuse of the Account, Client shall notify Custodian immediately and Client shall change the (login) data.

Article F.2. Usage rules

F.2.1. By using the Service, Client is prohibited from violating Dutch or other laws or regulations applicable to Client or Custodian or from infringing on the rights of others.

F.2.2. Client is only permitted to deploy the Service for its own use. It is expressly prohibited to use the Service for the benefit of third parties or to give access to the Account to third parties.

F.2.3. In particular, it is prohibited to use the Service in such a way as to cause a nuisance or inconvenience to third parties. This includes the use of your own scripts or programs or excessively frequent calls to the Service.

F.2.4. If Custodian observes that Client violates the above conditions, or receives a complaint about it, it will warn Client. If this does not lead to an acceptable solution, Custodian may itself intervene to end the violation. In urgent or serious cases, Custodian may intervene without warning.

F.2.5. If, in the opinion of Custodian, a nuisance, damage or other danger arises for the functioning of the computer systems or the network of Custodian or third parties and/or the provision of services via the Internet, in particular due to excessive sending of e-mail or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, Custodian is entitled to take all measures that it reasonably considers necessary to avert or prevent this danger. Custodian may recover the costs reasonably necessary associated with these measures from the Client.

F.2.6. Custodian shall at all times be entitled to report any identified criminal offenses. Furthermore, Custodian shall be entitled to surrender the Client's name, address, IP address and other identifying data to a third party complaining about the Client's infringement of its rights or the Agreement, provided that the accuracy of such complaint is sufficiently plausible in all reasonableness, there is no other way to obtain such data and the third party has a clear interest in surrendering the data.

F.2.7. Custodian may recover damages resulting from violations of these rules of use from Client. Client shall indemnify Custodian against all third party claims relating to damages resulting from a violation of these rules of use.

Article F.3. Software and Updates

F.3.1. Custodian shall make every effort to keep the software it uses up-to-date. However, Custodian is dependent on its suppliers in this respect, and Custodian is entitled not to install certain updates or patches if, in its judgment, this will not benefit a correct delivery of the Service.

F.3.2. If necessary for a Service, Custodian shall grant Client access to the (management) software by providing user name(s) and password(s).

Article F.4. Availability and maintenance

F.4.1. Custodian shall make every effort to have the Service available, but does not guarantee uninterrupted availability.

F.4.2. Custodian has the right to put the Service temporarily out of operation for the purpose of maintenance (planned and unplanned). Maintenance that may potentially lead to availability restrictions may

be performed at any time. Client is aware that, at the time of restrictions in the availability of the Service, the changes in the data cannot be processed (in full).

F.4.3. Custodian has the right to modify its systems, including the Service, or portions thereof from time to time to improve functionality.

Article F.5. Storage and data limits

F.5.1. Custodian may set a maximum on the amount of storage space and/or data traffic that Client may use per month under the Service, provided this is stipulated in the Agreement. Unused storage space, bandwidth and/or data traffic is not transferable to a subsequent period (such as month or year).

F.5.2. Should the Customer exceed the applicable limits, Custodian shall be entitled to charge the Customer regarding the excess, an additional amount per data unit (e.g. MB or GB) in the amount of the excess or to (temporarily) suspend the Service.

F.5.3. No liability exists for consequences of not being able to send, receive, store or change data if an agreed limit for storage space or data traffic has been exceeded.

Article F.6. Procedure after Termination

F.6.1. Client has the option to view or store Data at any time. Prior to or upon termination of the Agreement, Client shall take care of the storage, management and safeguarding of the Data in question.

F.6.2. After termination of the Agreement, Custodian is entitled to delete all Data, without being obliged to make the Data available to Client.

Module G - Secondment

If the Service (partly) consists of Custodian making a natural person available to the Client to perform work for the Client, the provisions of this module shall also apply.

Article G.1. Custodian's obligations in the event of Secondment

G.1.1. Custodian shall ensure that the Candidate is at the Client's disposal for the agreed number of days.

G.1.2. Custodian shall ensure that the Candidate complies with the reasonable (standard) procedures and/or house rules of the Client in performing the work.

G.1.3. Neither Custodian nor Candidate is authorized to bind Client as a matter of law, unless otherwise agreed.

G.1.4. Custodian shall, in the case of Secondment, remit Candidate's payroll taxes and all social security contributions to the appropriate authorities.

Article G.2. Client's Obligations

G.2.1. Client shall provide an adequate and safe workplace for Candidate in accordance with the applicable Health and Safety regulations and/or Health and Safety legislation.

G.2.2. Client will always provide Candidate with all information and intelligence relevant to the proper performance of the work in a timely manner.

G.2.3. All accidents involving Candidate will be recorded and reported to Custodian without delay.

Article G.3. Working days, working hours and location

G.3.1. A Working Day shall consist of up to eight (8) hours, located during Custodian's Business Hours, unless otherwise agreed.

G.3.2. The Work shall be performed at a location(s) to be specified by Client.

Article G.4. Training, expertise and experience

G.4.1. Custodian shall ensure that Candidate can adequately perform the provided work in terms of level of education, expertise and experience.

G.4.2. If the Client is of the reasonable opinion that the Candidate lacks any of the aforementioned qualifications or fails to perform the work adequately, the Client shall be entitled to request replacement of the Candidate. In the event of such a request, Custodian shall make every effort to replace the Candidate as soon as possible, or reject the Client's request with reasons.

Article G.5. Substitution, sickness and leave on Secondment

G.5.1. Custodian is entitled, without being liable for compensation and/or reimbursement of costs, to replace a Candidate with another Candidate.

G.5.2. If the Candidate is unable to perform work for the Client for a period of more than five (5) Business Days due to illness or any other cause, Custodian will make every effort to find a substitute Candidate with equivalent qualifications as soon as possible.

G.6.1. In the case of Secondment, the fee shall be the hourly rate set forth in the Agreement

G.6.2. Travel time and travel and accommodation expenses will be charged separately to the Client, unless otherwise agreed.

G.6.3. Client shall not owe Custodian any compensation for the period during which the Candidate was unable to perform the agreed work due to illness, vacation or for any other reason, unless a replacement Candidate is deployed by Custodian.

G.6.4. If and to the extent that, in the opinion of the Client, it is necessary for Candidate to work additional hours outside Custodian's Work Hours, a surcharge will be charged to the Client.

G.6.5. The costs for induction of Candidate(s) shall be borne by Client, even if Custodian itself replaces the Candidate without a prior request from Client.

Article G.7. Invoicing, payment and time sheets

G.7.1. Even in the event that Client uses a timekeeping system, the hours booked in Custodian's timekeeping system will be invoiced for billing purposes. The data from Custodian's timekeeping system shall be leading at all times.

G.7.2. Unless otherwise agreed, an invoice will be issued by Custodian for each Candidate per calendar month. Upon Client's first request, Custodian shall provide a written summary of the timekeeping system.

Article G.8. Employment with Client

G.8.1. If the Client intends to enter into an employment relationship with the (proposed) candidate or the worker provided by Guardianship, the Client must notify Guardianship in writing in a timely manner prior to giving effect to such intention.

G.8.2. If the Client enters into an employment relationship with the (proposed) candidate or with the labor force made available, the Client shall owe Guardianship reasonable compensation in connection with the costs of the recruitment and selection of such person and all further investments made by Guardianship, including the professional coaching and guidance and the training(s) attended.

G.8.3. If the Client enters into an employment relationship with the (proposed) candidate or the employee made available before this person has worked 2080 hours through Guardianship with the Client, the fee referred to in the previous paragraph shall be €25,000, excluding VAT.

G.8.4. If the candidate or assigned worker has already worked more than 2080 hours with the Client on the basis of the agreed Assignment, the fee referred to in paragraph 3 shall be reduced by an amount of € 5,000, excluding VAT, after each 520 additional hours worked in excess of 2080 hours, on the understanding that the minimum fee shall at all times be € 5,000.

G.8.5. The compensation provided for in paragraphs 4 and 5 of this article shall also be due by Principal if an employment relationship is not entered into immediately, but within six months of the end of the deployment of the (proposed) candidate or labor force made available. This applies both in the event that Principal has approached the (proposed) candidate or hired worker for this purpose - either directly or through a third party - and when the (proposed) candidate or hired worker has applied for employment with Principal - either directly or through a third party.

G.8.6. Entering into an employment relationship in this article also means entering into an employment agreement, a contract for work and/or a contract for services, having a third party supply Principal with labour or entering into an employment relationship with an entity that is directly or indirectly affiliated with Principal.