



General Terms and Conditions – Tible *

The following articles apply to all offers, agreements and deliveries by the Contracting Party, unless it is explicitly stated in writing that the articles do not apply, either in whole or part, or if and insofar as the articles are inconsistent with what has been agreed in writing between the Commissioning Party and the Contracting Party.

1. Definitions

- 1.1 The term 'Commissioning Party' means: the person or organization awarding the Assignment for the Activities.
- 1.2 The term 'Contracting Party' means: the person or organization accepting the Assignment.
- 1.3 The term 'Parties' means: the Commissioning Party and the Contracting Party jointly.
- 1.4 The term 'Assignment' means: the Commissioning Party's request to the Contracting Party to perform Activities for payment.
- 1.5 The term 'Activities' means: all that the Contracting Party makes and/or undertakes or arranges to be made and/or undertaken for use by the Commissioning Party, as part of the Assignment(s) rewarded by the Contracting Party in view of its communication interests..
- 1.6 The term 'Offer(s)' means: the Activities described and the costs calculated for those Activities.

2. Conditions

- 2.1 The general terms and conditions are applicable to all Offers by the Contracting Party, as well as to all agreements entered into by the Parties.
- 2.2 Any deviations from these general terms and conditions, including any included in the general purchase conditions used by the Commissioning Party or by a third party engaged by the Commissioning Party, will not bind the Contracting Party, unless otherwise agreed in writing.

3. Offers

- 3.1 All Offers made by the Contracting Party will be free of obligation, unless explicitly agreed otherwise in writing.
- 3.2 If so requested, the Contracting Party will record further details of the Activities in writing before performance of the Activities commences.
- 3.3 If the Activities of the Contracting Party commence without prior written record, the contents of the Offer, together with the contents of these general terms and conditions, will determine the contents of the Assignment. The Contracting Party will keep the Commissioning Party informed of the progress of costs incurred and will notify the Commissioning Party in the event of the costs stated in the Offer possibly being exceeded.
- 3.4 If the costs stated in the Offer are exceeded as a result of conditions of sale of suppliers or other third parties engaged, this will not be regarded as a cost overrun, even if these conditions are not separately included in the Offer. Such above conditions of sale are deemed to be known to the Commissioning Party and are also deemed to be part of these general terms and conditions from the start. In the event of any conflict between such conditions of sale and these general terms and conditions, the provisions in these general terms and conditions will prevail.

4. Prices, deliveries and payments

- 4.1 All prices stated by the Contracting Party will be stated exclusive of VAT and any possible dispatch, transport and/or postal charges.



- 4.2 The Contracting Party is entitled to pass on any price changes to the Commissioning Party that arise after the Offer has been made.
- 4.3 All payments will be made to a bank account to be specified by the Contracting Party.

5. Assignments and amendments

- 5.1 An Assignment will be deemed to be accepted by the Contracting Party and to be awarded by the Commissioning Party either after the Assignment has been confirmed to the Commissioning Party in writing or the Contracting Party commences performance of the Activities.
- 5.2 The Commissioning Party must notify the Contracting Party in good time of any amendments to the Assignment. If the Commissioning Party fails to do so, any possible incorrect performance of the amendments will be at the risk and expense of the Commissioning Party.
- 5.3 Amendments to the Assignment will take effect by and from the moment of acceptance of such amendments by the Contracting Party, which acceptance may be evidenced by performance of the requested amendments.
- 5.4 The costs or benefits of any increase or reduction in charges as a result of amendments to the Assignment will be passed on to the Commissioning Party.
- 5.5 Amendments to the Assignment may cause the Contracting Party to exceed the originally indicated periods of time.
- 5.6 If the Commissioning Party decides, for any reason whatsoever, to cancel and/or to abandon further performance of an Assignment before its completion, the Commissioning Party must pay the Contracting Party all reasonable costs incurred by the Contracting Party, including time spent and all amounts consequently payable by the Contracting Party to third parties, as well as loss of profit, without prejudice to any other rights assigned by law to the Contracting Party.

6. Customer relationship management

- 6.1 The Contracting Party will compile a report on all contacts with the Commissioning Party, unless explicitly agreed otherwise in writing.
- 6.2 In the event of contact by telephone, a report will be compiled only if the contents of the conversation give reason to do so in the opinion of the Contracting Party.
- 6.3 If, after receiving a contact report, the Commissioning Party does not respond immediately, the contents of the report will be considered true and complete and the Parties will be bound by its contents, unless the schedule of the Assignment allows observance of a reflection period of one workday and unconditional approval can only be deemed to be given after this period.
- 6.4 If Activities have to be performed by the Contracting Party within four days after any form of contact between the Parties, the Contracting Party will request the Commissioning Party's prior written approval by fax or e-mail.
- 6.5 The Contracting Party will send the contact reports to a person designated as such by the Commissioning Party.

7. Third-party engagement

- 7.1 If third parties are required to be engaged at the request of Commissioning Party or if the Contracting Party deems this appropriate or necessary for performance of the Assignment, or if this need arises from the nature of the Assignment, the Contracting Party will be entitled to award Assignments to third parties on behalf and at the expense of the Commissioning Party. The third party to be engaged will be paid directly by the Commissioning Party.
- 7.2 If the Contracting Party, in its own name, engages a third party for performance of the Assignment, the costs of any goods and/or services supplied by this third party will be charged to the Commissioning Party and, if agreed, may include a surcharge.

- 7.3 If and insofar as a third party's conditions are applicable and/or this third party is bound by conditions or regulations applicable to the legal relationship between this third party and the Contracting Party, the applicable conditions and/or regulations will also apply to the legal relationship between the Parties. This will not affect the fact that these general terms and conditions will remain applicable in all other respects to the legal relationship between the Parties.

8. Payments

- 8.1 Payment must be made within 14 (fourteen) days from the date of invoice, unless explicitly agreed otherwise in writing.
- 8.2 If the Commissioning Party fails to meet its payment obligations as they fall due, the Commissioning Party will immediately be deemed to be in default, without any warning or notice of default being required. The Commissioning Party will then be liable for an amount comprising the statutory commercial interest rate, plus 2%, on the principal sum from the moment of default.
- 8.3 The Contracting Party will be entitled at all times to charge certain costs to the Commissioning Party by way of a partial and/or advance invoice, which invoice(s) must be paid before the Contracting Party commences the Activities. Such costs will in any case include costs relating to production, exposure and distribution activities.
- 8.4 The Contracting Party can ask the Commissioning Party to provide security to guarantee fulfillment of its payment obligations, irrespective of the payment conditions agreed.
- 8.5 All costs, including but not limited to legal costs and other expenses, whether incurred in or out of court that the Contracting Party may incur when seeking to collect amounts due will be charged to the Commissioning Party. Out-of-court costs will be deemed to amount to at least 10% of the amount due, with a minimum of €250 (excluding VAT).

9. Suspension, cancellation or dissolution

- 9.1 The Contracting Party is entitled to suspend or stop the performance of the Commissioning Party's Assignment if the commissioning Party does not fulfill its payment obligations and/or fails to provide the requested security to guarantee fulfillment of its payment obligations.
- 9.2 The Contracting Party is entitled to terminate the Agreement(s) between the Parties without any judicial intervention, either by cancellation or dissolution, if the Commissioning Party does not fully, timely or properly fulfill its contractual obligations. In that event the Commissioning Party is obliged to compensate the Contracting Party for the costs incurred until then, the amounts paid up front and the fees owed at that time, irrespective of the Contracting Party's right to compensation. The amounts to be compensated by the Commissioning Party will include lost revenue. The provisions of Article 16.4 and 16.5 will serve as a guideline for determining the amount of lost revenue.
- 9.3 In the event of the Agreement being terminated, either by dissolution or cancellation, as a result of a breach on the part of the Contracting Party, nothing supplied and/or performed by the Contracting Party as at that date will be revoked. All amounts owed at the time of dissolution will become immediately due and payable and cannot be set off against any claim that the Commissioning Party may have on the Contracting Party.
- 9.4 A Party will be entitled to fully or partially dissolve the Agreement(s) in the event of the bankruptcy or insolvency of or an application for suspension of payment by the other Party, as well as in the event of the discontinuation or liquidation of the business of the other Party.

10. Delivery periods

- 10.1 The delivery periods specified by the Contracting Party are regarded purely as indicative and can never be considered deadlines, unless explicitly agreed otherwise in writing. Failure by



the Contracting Party to comply with delivery periods will not release the Commissioning Party from its obligations to the Contracting Party.

- 10.2 If any delivery period regarded as a deadline is exceeded, the Commissioning Party will give written notice of default to the Contracting Party.

11. Duty of care

- 11.1 The Contracting Party will perform its Activities for the Commissioning Party with due care and will respect the Commissioning Party's interests.
- 11.2 As and when necessary the Contracting Party will notify the Commissioning Party of any possible conflicting matters with regard to, for example, current statutory (or self-regulatory) provisions, and rights, including intellectual property rights, of third parties. Such notifications will not affect the fact that the Commissioning Party is responsible for the use of the result of the Activities.
- 11.3 The Parties mutually undertake to observe confidentiality in respect of all data and information supplied by them, the Activities and any products (including ideas, advice, drafts and other proposals from the Contracting Party) insofar as these are confidential by their nature and/or are to be considered to be protected by any intellectual property right, all insofar as not provided for otherwise in these general terms and conditions and/or not agreed otherwise in writing by the Parties.

12. Complaints and evidence

- 12.1 The Commissioning Party must notify the Contracting Party in writing, clearly stated and well-founded, of any complaints relating to the performance of any obligation arising from the Agreement between the Parties as soon as possible and in any event no later than 10 (ten) workdays after receiving the invoice or the partial invoice, after termination of the Assignment or part of the Assignment or after discovering the matter giving rise to the complaint. Failure to do so will result in forfeiture of any right to claim.
- 12.2 After the above periods have elapsed, complaints will no longer be handled and the Commissioning Party will forfeit its rights thereto unless the period given was unreasonably onerous.
- 12.3 Unless evidence to the contrary is provided, the information in the Contracting Party's records will be decisive.
- 12.4 Objections to amounts charged by the Contracting Party will not release the Commissioning Party from its obligation to pay.

13. Exoneration from liability

- 13.1 The Contracting Party cannot be held liable for any mistakes and/or failure in the performance of the Assignment that are the result of any conduct or action of the Commissioning Party and/or third parties engaged by or on behalf of the Commissioning Party, including but not limited to the following:
- failure to deliver material, correct data or information or failure to deliver such by the date agreed;
 - shortcomings in designs that had already been approved by the Commissioning Party prior to completion of the Assignment or which the Commissioning Party omitted to approve (on request) prior to completion of the Assignment;
 - the transport of products and/or goods;
 - failure with regard to payment or other obligations, including failure to pay any amounts owed to third parties on time and/or in full;
 - mistakes in and/or when placing adverts, printed matter or other media.
- 13.2 Any liability claims of the Contracting Party will lapse 12 (twelve) months after the termination of the Activities or completion of the Assignment. The Contracting Party can never be held liable for any indirect damage, except in the event of willful misconduct

and/or gross negligence. Indirect damage will in any event include resulting damage, loss of profit, lost savings and loss due to business interruption.

- 13.3 The liability of the Contracting Party will never exceed the amount charged by the Contracting Party to the Commissioning Party for the Activities performed by the Contracting Party, less out-of-pocket expenses, costs paid up front and any amounts owed to third parties, whether relating to the fulfillment of payment obligations or otherwise. If the Contracting Party is insured against such liability, its liability will be explicitly limited to the maximum amount that the insurance company will pay out in such an event.

14. Force majeure

- 14.1 If the Contracting Party is prevented by force majeure from fully or timely performing the agreed Activities, the Contracting Party will be entitled, at its discretion and providing it gives written notification, to postpone performance of the Agreement or to consider the Agreement as wholly or partially dissolved, without being obliged to pay any compensation or provide any warranty.
- 14.2 Force majeure will in any event include strike actions, fire, machinery breakdown and other business interruptions, transport interruptions and other events beyond the control of the Contracting Party and its suppliers, as well as a sudden increase in customs and excise duties and/or taxes, delays in delivery or non-delivery by suppliers, not being able to obtain the required licenses and other government measures.

15. Intellectual property, license and use

- 15.1 If and insofar as materials and the like are provided by the Commissioning Party to the Contracting Party for performance of the Assignment, the Commissioning Party guarantees that no intellectual or other property rights or other rights of third parties are vested in such materials and that the Commissioning Party has been given permission by those third parties, also on behalf of the Contracting Party, to use those materials. Furthermore, the Commissioning Party guarantees that the use of such materials and the like will not infringe any statutory or other provisions, regulations and/or guidelines.
- 15.2 The intellectual property rights on products that the Contracting Party develops for the Commissioning Party as part of the Assignment will be vested in the Contracting Party. The Contracting Party is entitled to establish intellectual property rights or related rights in order to establish and preserve its legal position.
- 15.3 Even after a possible transfer of rights as referred to in the preceding paragraph the Contracting Party will remain entitled (with due observance of the rights of third parties) to use the result of the Assignment in competitions awarding prizes, for training, museological and editorial purposes, for commercial and non-commercial internal purposes and for promoting its own current or historical activities. The entitlement of the Contracting Party in this respect also extends to the Commissioning Party and other parties that have made an essential creative or technical contribution.
- 15.4 If and insofar the Commissioning Party fulfils all its contractual obligations, the Contracting Party will grant the Commissioning Party an exclusive license to use the work and/or products delivered for the purpose and in the period, area and forms of media agreed between the Parties. If the Parties do not agree anything in this respect, the license will be limited to the first use of the work or product.
- 15.5 The Commissioning Party is not entitled to amend what has been produced in the Assignment without the Contracting Party's prior written approval.
- 15.6 If the Commissioning Party breaches its contractual obligations, the Contracting Party will be entitled to suspend or terminate the exclusive license granted for the use of the work or product as referred to in Article 15.4.
- 15.7 The Parties are at all times allowed to enter into further agreements on the transfer or partial transfer of the intellectual property rights on work produced by the Contracting Party. As and when necessary this will also include source codes of software and websites



developed by the Commissioning Party as described in Article 23 of the Additional ICT Conditions of Tible.

16. Nature and duration of the agreement

- 16.1 The Contracting Party will respect the communication interests of the Commissioning Party within the limits of the Assignment. The Contracting Party undertakes to perform the Activities in accordance with the wishes expressed by the Client. Unless explicitly agreed otherwise, the Contracting Party will at all times be allowed to perform and structure the Activities at its discretion.
- 16.2 The Commissioning Party is not entitled to have the agreed Activities performed by a third party without the Contracting Party's prior approval
- 16.3 The Agreement between the Parties will be entered into for an indefinite period or for the duration of the Assignment or for the time taken to complete the Activities, such at the discretion of the Parties.
- 16.4 If no specific period is agreed for the cooperation and this has lasted for more than six months, a notice period of at least six months must be observed. Notice of termination must be given by registered letter. During this notice period the Commissioning Party is obliged to fulfill its payment and other obligations to the Contracting Party, as if the cooperation had not been terminated.
- 16.5 During the notice period the Contracting Party's monthly fee, as referred to in the previous paragraph, will amount to at least 1/12th of the amount that the Contracting Party invoiced to the Commissioning Party in the preceding consecutive period of twelve months. If the cooperation lasted for less than twelve months, the monthly fee will be equal to the average amount invoiced for each month during that period.
- 16.6 The Commissioning Party is obliged at all times to notify the Contracting Party promptly of any circumstances that could, in financial terms, have a fundamentally adverse effect on the Activities or the number of Activities to be performed by the Contracting Party for the Commissioning Party, including, for example, a reduction in the Commissioning Party's budget for communication interests. This will allow the Contracting Party time to offset the loss or partial loss of income [*bureau-inkomen*] while the costs associated with that income continue. If the Commissioning Party fails to notify the Contracting Party, the Commissioning Party will become liable to pay an amount to the Contracting Party in line with the arrangements described in the preceding two paragraphs, such notwithstanding the Commissioning Party's obligation to compensate the Contracting Party for any actual damage the latter may suffer.

17. Conclusion of the relationship

- 17.1 All materials, including designs, reproduction materials, texts, descriptions, artistic presentations, films, source codes and publicity materials in the possession of the Contracting Party at the end of the agreement or the Assignment, will be made available to the Commissioning Party by the Contracting Party upon request and at no charge, after all amounts owed to the Contracting Party by the Commissioning Party have been paid.
- 17.2 After the end of the agreement or the Assignment the Contracting Party will keep the materials described in the previous paragraph for a maximum of four weeks. The Commissioning Party must make it known within this period whether it wishes to receive the above materials. If the Commissioning Party wants the Contracting Party to retain these materials for a longer period of time, the Parties will make further arrangements and/or financial arrangements in this respect. In any other case the Contracting Party will be entitled to dispose of these materials.
- 17.3 At the end of the relationship the Contracting Party will, if required and without delay, request the media by written Assignment to transfer any remaining parts of the contracted media space and/or time to the Commissioning Party or to a third party to be appointed by the Commissioning Party.



- 17.4 If the relationship between the Parties ends – for whatever reason – these general terms and conditions will continue to apply to the legal relationship between the Parties, insofar as this is necessary for conclusion of the relationship. This will in any event apply in respect of the provisions of Article 15.

18. Assignments of rights and obligations

- 18.1 Neither of the Parties is entitled fully or partially to assign the rights and obligations arising pursuant to agreements or Assignments governed by these general terms and conditions to a third party without the prior written consent of the other Party.
- 18.2 If the Commissioning Party's business or the relevant parts of its business is/are merged with or continued by or in another organization for any reason or in any manner and any form whatsoever, the original entity and the successor will be jointly and severally liable for fulfillment of the Commissioning Party's obligations referred to in Article 18.1.

19. Applicable court/Vienna Sales Convention

- 19.1 All agreements to which these general terms and conditions apply and all agreements deriving from such agreements will be governed exclusively by Dutch law.
- 19.2 Any disputes arising from or in relation to agreements to which these general terms and conditions apply or any agreements deriving from such agreements will be submitted exclusively to the competent court in the district in which the Contracting Party has its seat.
- 19.3 Insofar as the agreement(s) between the Parties also relate(s) to international purchase agreements of moveable property, the applicability of the Vienna Sales Convention is explicitly excluded.

* The Dutch version of the General Terms and Conditions and the Additional ICT Conditions shall prevail at all times in the event of any disputes regarding the interpretation and purport of the aforementioned terms and conditions.



Additional ICT Conditions Table *

In addition to the applicable General Terms and Conditions Tible article 1 through 19, the following articles apply to all offers, agreements and deliveries of the Contracting Party, unless Parties have explicitly stated in writing that the articles do not fully or partly apply, or if and insofar the articles are inconsistent with what has been agreed in writing between the Commissioning Party and the Contracting Party.

20 Definitions

- 20.1 The following words and terms are capitalized in these Additional ICT Conditions. All these words and terms have the same meaning in plural and in singular. The definitions detailed in Article 1 of the general terms and conditions also apply to these Additional ICT Conditions.
- 20.2 Additional ICT Conditions: These ICT conditions (articles 20 through 44), which apply in addition to the general terms and conditions (articles 1 through 19).
- 20.3 Third Party General Conditions: Third Party General Conditions include terms of delivery, license terms, warranty terms, and other terms and conditions that are applied by third parties.
- 20.4 ASP Service: ASP (Application Service Provider) Service includes the making available of Products by the Contracting Party directly and or indirectly (by means of a third party) using a web application.
- 20.5 Backup: Reserve copy of digital data and/or files.
- 20.6 Third Party Products: All the ICT-related products and services, the provisions deriving from these products and services as well as the activities connected to these products and services that are supplied by the Contracting Party and originate from a third party; any possible intellectual property rights, industrial property rights and other rights in principle not being vested in the Contracting Party.
- 20.7 Fair Use: The fair use of Products by the Contracting Party.
- 20.8 Errors: As described in detail in article 30.
- 20.9 Identification Data: Login name, passwords, address details and/or other codes.
- 20.10 Subsequent Calculation: All costs made by the Contracting Party that are not included in the Assignment.
- 20.11 Object Code: The computer programming code, mainly in a binary format. The object code can be executed by a computer directly after it has been processed, but without reverse engineering, compilation or assembly.
- 20.12 Maintenance: As described in detail in article 31.3.
- 20.13 Process Data: Data entered under Web Products by the Commissioning Party or a third party.
- 20.14 Products: All Tible and/or Third Party Products supplied by the Contracting Party, the provisions deriving from these products and the activities connected to these products.
- 20.15 Source Code: The computer programming code that can be displayed in a format that can be read and understood by an average-level programmer. This code includes related Source-Code System Documentation, remarks and procedural codes. The Source Code does not include the Object Code.
- 20.16 Support: As described in detail in article 31.3.
- 20.17 Tible Products: All ICT-related products and services supplied by the Contracting Party, namely software, scripts, websites and/or concepts developed by the Contracting Party, including provisions deriving from these products and activities connected with these products not originating from third parties; any possible intellectual property rights, industrial property rights and other rights (remaining) vested in the Contracting Party.
- 20.18 Advance Payment: An amount that is agreed between the Commissioning Party and the Contracting Party for Maintenance that is to be paid in advance.
- 20.19 Web Design: A Tible Product that consists of the design, development and implementation of a website. Web Design is custom design.



- 20.20 Web Hosting: A Product that consists of the development, hosting, Maintenance and Support of Products and/or the Commissioning Party's website.
- 20.21 Web Products: The ASP Service and Web Hosting offered by the Contracting Party.
- 20.22 Workdays: Regular Dutch Working hours (9.00 a.m. 5.30 p.m. CET) and Workdays (Monday through Friday), except for national holidays.

21 Agreements

- 21.1 An agreement between the Contracting Party and the Commissioning Party, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product such as but not limited to Web Products, Maintenance and Support, for which a periodic fee is charged. If this agreement is not terminated or not terminated in time, it is extended repeatedly in increments of 1 (one) year.
- 21.2 Termination of the agreement as described in paragraph 1 occurs by means of a registered letter, which must be received by the other party no later than 40 (forty) days prior to the expiration date of the agreement.

22 Liability

- 22.1 Article 22 applies without prejudice to article 13 (Exoneration) of the general terms and conditions.
- 22.2 The Contracting Party is not liable for damage, regardless of its nature, which is the result of a failure to provide Support and Maintenance on time.
- 22.3 The Contracting Party is not liable for damage, loss or destruction of objects, material or data that have been made available to the Contracting Party for, by or in the name of the Commissioning Party.
- 22.4 The Contracting Party does not assume any liability for damage regardless of its nature, which is the result of improper or faulty functioning of telephone and/or data lines and/or the Internet or other Third Party Products that the Commissioning Party has delivered to the Contracting Party. If possible, the Contracting Party will transfer its rights to claim compensation from the supplier of the Third Party Product in question to the Commissioning Party.
- 22.5 If the Contracting Party, during the execution of an agreement, doubts whether the results of the ordered work comply with applicable legislation and regulations, such as but not limited to the Dutch Misleading Advertising Act [*Wet Misleidende Reclame*], the Restriction of Free Gift Schemes Act [*Wet Beperking Cadeaustelsel*], the Betting and Gaming Act [*Wet op de Kansspelen*], the Code of Conduct for Promotional Games of Chance [*code betreffende promotionele kansspelen*], the Code of Conduct for Sweepstakes [*code betreffende sweepstakes*], the Personal Data Protection Act [*Wet bescherming persoonsgegevens*], the Dutch Advertising Code [*Nederlandse Reclame Code*], the Inspection Board for the Public Promotion of Medicines [*Voorschriften van Keuringsraad Openlijke Aanprijzing Geneesmiddelen*], the Inspection Board for the Promotion of Medical Aspects [*Keuringsraad Aanprijzing Medische Aspecten*], and/or E-commerce legislation, the Contracting Party will report this. If the Commissioning Party in spite of this approves an order proposal, the Commissioning Party will indemnify the Contracting Party against all possible claims by third parties.
- 22.6 The Commissioning Party indemnifies the Contracting Party from any claim for damages by third parties in the context of the correctness and factual content of communication statements and other materials and Products which have been produced by order of the Commissioning Party and presented to the Commissioning Party.

23 Intellectual property rights

- 23.1 Contrary to what is set out in Article 15 of the general terms and conditions, all intellectual property rights, industrial property rights and other rights arising from any assignment carried out by the Contracting Party, no matter where or when, and irrespective of the fact whether it concerns an existing Product or a Product that is to be developed, will remain vested in the Contracting Party. Even in the case that the Contracting Party assigns Product



rights to the Commissioning Party, the Contracting Party will maintain at all times unlimited and perpetual rights to further develop and license the use of the Products developed (specifically for the Commissioning Party) by the Contracting Party to third parties. Products include software, scripts, concepts, formats and/or Web Products.

24 General rights of use Products

- 24.1 The Contracting Party grants the Commissioning Party the non-exclusive right to the agreed use of the Products within the Netherlands. This territorial restriction does not apply to Public Web Products and/or websites that are accessible through the Internet.
- 24.2 The right of use is limited to application of the Products for one's own use and for the purpose agreed upon, as well as (in the case of software) on the CPU agreed upon with the Contracting Party and the number of users, servers and/or workstations agreed upon with the Contracting Party. If no further agreements have been made, the right of use is limited to the obvious purpose and (in the case of software) the CPU on which the Products were first installed, the number of users, servers and/or workstations is limited to 1 (one).
- 24.3 The right of use for software is, with the exception of what is set out in Article 26.1, restricted to the Object Code. Rights to the Source Codes and the Source Codes themselves are not granted, unless otherwise expressly agreed in writing.
- 24.4 With exception of what is set out in Article 25.1, the Commissioning Party is prohibited from copying, duplicating or changing Products themselves or having them copied, duplicated or changed by a third party in any way, unless prior written consent is received from the Contracting Party.
- 24.5 The Commissioning Party is not entitled to make Products available to third parties (third parties including parent, sister and/or subsidiary companies of the Commissioning Party), irrespective of the title and manner based on which the products are made available.
- 24.6 The Commissioning Party may make one backup or copy of the Products that have been made available to guarantee future use, provided no such backup or copy has been provided by the Contracting Party.
- 24.7 The right of use for the Products may not be transferred to any third party (third parties including parent, sister and/or subsidiary companies of the Commissioning Party).
- 24.8 The Commissioning Party is prohibited from reverse engineering or decompiling software Products, unless explicitly permitted by law.
- 24.9 The right of use becomes effective after the Commissioning Party has fulfilled its payment obligations and any other obligation to which the Commissioning Party is subject.
- 24.10 The extent of the right of use for Third Party Products is determined by the Third Party General Conditions and set out in Article 44. Insofar as the above does not depart from the Third Party General Conditions, the above will apply by analogy.

25 Rights of use of custom Products

- 25.1 In addition to what is set out in Article 24, the Commissioning Party will be granted access to the Source Code of the customized software which has been built/developed by the Contracting Party for the Commissioning Party, and will consequently request the right to make, for its own use, changes to the software or to have changes made to the software by a third party. The Commissioning Party explicitly does not become the owner of the Source Code and consequently may not assign the Source Code to a third party, unless prior written consent is received from the Contracting Party. Any adjustment and/or change takes place at the expense and risk of the Commissioning Party.

26 Custom work

- 26.1 Parties will specify in writing which Tible Product is to be developed and in what manner. The Contracting Party will carry out the Product development with due care, based on the data which is provided by the Commissioning Party who warrants the data to be correct, complete and consistent.
- 26.2 The Contracting Party is entitled, but not obliged, to examine the accuracy, completeness and/or consistency of the data or specifications made available to the Contracting Party and

upon finding any inaccuracy, incompleteness or inconsistency, to suspend activities until the Commissioning Party has eliminated the inaccuracies concerned.

- 26.3 Unless otherwise agreed in writing, the development of custom work, including but not limited to software and websites, will be carried out in the following primary phases:

- a) strategy development phase;
- b) concept development phase;
- c) development phase;
- d) test and acceptance phase.

In the event that the Commissioning Party does not wish to adhere to the above-mentioned phases, this will be at the risk (and the expense) of the Commissioning Party.

- 26.4 After contact between the Contracting Party and the Commissioning Party a contact report, such as but not limited to a briefing and contact reports, will be provided to the Commissioning Party. If the Commissioning Party has not demonstrated its express written statement of the contrary within 2 (two) Workdays after the contact report has been sent to the Commissioning Party, the Commissioning Party is expected to have approved of the contact report and to have agreed to the contents thereof. If speed is of the essence, the Contracting Party may require the Commissioning Party to immediately approve the contact report.

- 26.5 Intellectual property rights, industrial property rights or any other right of custom software will remain vested with the Contracting Party at all times, as set out in Article 23.

- 26.6 Insofar as the Contracting Party has developed based on data, designs, other instructions and/or requests/contributions provided by or in the name of the Commissioning Party, the Commissioning party will fully be responsible for its content and guarantees that this does not damage any intellectual property right, industrial property right or other right of a third party.

27 Installation and implementation

- 27.1 Only if agreed upon in writing will the Contracting Party install and/or implement the Products or have them installed and/or implemented.
- 27.2 Prior to installation and/or implementation the Commissioning Party will see to it, at its own expense, that all conditions required by the Contracting Party have been met in order to ensure a successful installation and/or implementation.
- 27.3 The Commissioning Party will ensure and is entirely responsible for obtaining the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.
- 27.4 If, due to the Commissioning Party's fault, installation and/or implementation has not been performed within the agreed upon time schedule, the Commissioning Party will make payments as if installation and/or implementation have been performed, undiminished the obligations of the Contracting Party to proceed with installation and/or implementation at a later time period.

28 Delivery and acceptance procedure

- 28.1 The Contracting Party delivers the Products to the Commissioning Party in conformity with the specifications established in writing by the Contracting Party.
- 28.2 Delivery of the Products (not being services) takes place by means of making the Products available to the Commissioning Party at the offices of the Contracting Party and delivery of the Products (services) will take place in the place(s) and times of the services rendered. Any transportation and insurance costs are at the expense of the Commissioning Party. The choice of mode of transportation will be determined by the Contracting Party and insurance of the Products will not be the responsibility of the Contracting Party, unless otherwise agreed in writing

- 28.3 After delivery, an acceptance period applies. The acceptance period for the Commissioning Party is 3 (three) Workdays. During the acceptance period, the Commissioning Party is not allowed to use the Products for production and/or operational purposes.
- 28.4 The Products are considered as accepted by both Parties:
- when the Contracting Party, before the end of the acceptance period, receives a test report (Article 29): at the moment that the Errors (Article 30) identified in that test report have been repaired, notwithstanding the presence of small Errors which according to Article 30.5 do not hinder acceptance;
 - when the Commissioning Party accepts and/or approves the delivered Production in another manner.
- 28.5 If the Products are delivered in phases and/or parts, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or part.
- 28.6 In deviation to the previous, the Products will be considered as accepted when the Commissioning Party uses the Products in any manner before the moment of acceptance for production or operational purposes, from the beginning of such use.
- 28.7 After the Products have been accepted, Errors will be remedied and/or Products will be adjusted based on actual costs (additional work).

29 Test report

- 29.1 If it becomes apparent during the acceptance period that the Products contain Errors, as described in Article 30, which hinder the progress of the acceptance test, the Commissioning Party will inform the Contracting Party no later than the last day of the acceptance period in a written and as detailed as possible test report of the Errors, in which case the still remaining acceptance period will be interrupted until the Product is so modified in such a manner that the Errors are repaired.

30 Errors

- 30.1 The Contracting Party does not guarantee that its Products contain no Errors, that they operate without interruptions or Errors, that they are suitable for every purpose or use intended by the Commissioning Party and/or that they will lead to the result desired by the Commissioning Party.
- 30.2 Error(s) means: not complying with the functional specifications that have been stated to the Contracting Party in writing, and in case of the development of customized Tible Products not complying with the functional specifications that have been expressly agreed in writing. An Error only exists where such can be demonstrated and reproduced. The Commissioning Party is required to immediately report possible Errors to the Contracting Party.
- 30.3 All rights to repair Errors by the Contracting Party lapses if the Products provided by the Commissioning Party are altered in any way or form.
- 30.4 The repair of Errors will take place at the location to be determined by the Contracting Party. The Contracting Party is entitled to implement temporary solutions, emergency solutions, detours and/or other problem-avoiding restrictions in the Products.
- 30.5 Acceptance of the Products may not be withheld on grounds other than those that are related to the specifications which are expressly agreed between Parties nor because of the existence of small Errors that do not reasonably prevent the production or operational use of the Products.

31 Maintenance and Support

- 31.1 The Contracting Party offers the Commissioning Party, dependent on the Product, the possibility to purchase Maintenance and Support.
- 31.2 Maintenance covers the fixing of Errors and/or the adjustment of the Products which are licensed to the Commissioning Party, after written consent. Support covers the provision of oral advice (over the phone) as well as written advice (per e-mail) with respect to the use and operations of the Products.

- 31.3 Product Maintenance and Support takes place based on a periodical Advance Payment and against conditions subject to agreement. Insofar as the to be agreed conditions do not deviate, the stipulations of this Article 31 will apply.
- 31.4 The Contracting Party is entitled to refuse to offer Maintenance and/or Support in the case that the Products or the environment in which the aforementioned Products operate have been altered by the Commissioning Party in any form or manner.

32 Advice

- 32.1 All Products that can be considered advice or which can be described as advice, such as but not limited to Support (Article 30), will only be given to the best of knowledge and capability.
- 32.2 The Contracting Party is not responsible and/or liable if the activities that follow forth from advice result in the Commissioning Party's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.
- 32.3 The Contracting Party will provide advice on the basis of the conditions required by the Contracting Party and information received from the Commissioning Party. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.

33 Activities

- 33.1 All activities, development, Maintenance, Support and other services will take place without interruption and on Workdays, under normal working conditions to the best of one's ability.
- 33.2 Activities that are performed outside of Workdays are considered overtime. The applicable rates before or after Workdays will be increased with:
 - a) 25% for overtime on Mondays through Fridays until 11 p.m.
 - b) 50% for overtime on Mondays through Fridays after 11 p.m.
 - c) 100% for overtime on weekends and public holidays.
- 33.3 If it is agreed upon that activities will take place in phases, the Contracting Party will be entitled to postpone activities that belong to the next phase until the Commissioning Party has accepted in writing activities performed in the previous phase.
- 33.4 Only in the case this is agreed upon in writing, the Contracting Party will be obligated when performing activities to follow timely and reasonable instructions given by the Commissioning Party. The Contracting Party is not obligated to follow instructions that will alter or complement the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.
- 33.5 The Contracting Party is entitled, without the explicit consent of the Commissioning Party, to make use of third parties when performing activities.
- 33.6 If the Contracting Party has reason to assume that there is a possible unlawful act or possible criminal conduct on the part of the Commissioning Party, by using the Products or if the Contracting Party becomes aware of this, the Contracting Party is entitled to (partially) suspend its activities until the Commissioning Party demonstrates to the satisfaction of the Contracting Party that this was not the case, or until it has been established by law that this was not the case. The Contracting Party can never be held liable for any damages incurred by the Commissioning Party arising from the suspension; also if in retrospect the suspension by the Contracting Party occurred erroneously. If it is established that there is an unlawful act or criminal conduct of the Commissioning Party, the Contracting Party is entitled to (partially) suspend or terminate its activities, without being obliged to pay compensation (for damages). If it is established that there is no (longer) an unlawful act or criminal conduct, the Contracting Party will resume its activities forthwith.

34 Modification and additional work

- 34.1 If in the opinion of the Contracting Party, a change request by the Commissioning Party is in fact a request for additional work and/or not included in the Assignment, the Contracting Party will notify the Commissioning Party thereof prior to performing additional work. Upon request by the Commissioning Party, the notification will be followed by a specification of the price and additional conditions (including, but not limited to terms of delivery and invoicing dates). The Commissioning Party will decide as soon as possible whether the proposed additional work is to be carried out.
- 34.2 The Commissioning Party is deemed to have agreed to the performance of additional work and the costs attached to it in the event that the Commissioning Party has had the additional work taking place without having indicated in writing that they do not wish additional work to be performed.

35 Web Products - General

- 35.1 Web Products will solely be provided at a location and on the equipment which have been approved by the Contracting Party.
- 35.2 The Contracting Party may offer the Commissioning Party, at its own discretion, the possibility of implementing adjustments, enhancements and/or changes to the offered Web Products. In the event that this possibility is offered to the Commissioning Party, the Commissioning Party will bear responsibility and liability for all these adjustments, enhancements and/or changes as well as the consequences arising from this.
- 35.3 Within the framework of access to and the use of the Web Products, the Commissioning Party has at its disposal, directly or indirectly, equipment and software that meet the standards and/or requirements which have been communicated by the Contracting Party directly or indirectly with the Commissioning Party. In addition, the Commissioning Party will have to keep meeting the conditions set out in this paragraph. If and as long as the equipment and/or software do not meet the stipulated conditions, the obligations to provide access to the Web Products and the use thereof to which the Contracting Party is subject, will be suspended.
- 35.4 The Commissioning Party will offer the Contracting Party the opportunity to check whether the standards and/or requirements set out in paragraph 3 are respected.
- 35.5 If, after the inspection referred to in paragraph 4, the Commissioning Party still does not comply with the standards and/or requirements referred to in paragraph 3, the Contracting Party will have the right to terminate the agreement partially or in full without prior written notice of default and/or judicial intervention.
- 35.6 The Commissioning Party is obliged to follow instructions with regard to Web Products given by the Contracting party.
- 35.7 The Contracting Party is entitled to keep and inspect log files and the like with the purpose of analyzing the Web Products. The results of such an analysis will not be made available to third parties (third parties including parent, sister and/or subsidiary companies of the Commissioning Party). Excluded are figures and data concerning the use of Web Products which cannot be traced back to the use of the Commissioning Party.
- 35.8 If the Commissioning Party detects a failure, this must be reported immediately to the Contracting Party. After having received a notice of failure from the Commissioning Party, the Contracting Party will take those measures that lead or may possibly lead to repair.
- 35.9 The cost of correcting the failure will be at the expense of the Commissioning Party in the event that the failure appears to be a consequence of its improper use or due to an act or omission of the Commissioning Party that is in conflict with the agreement.
- 35.10 The Contracting Party will notify the Commissioning Party in advance of scheduled Maintenance concerning Web Products in the event that this Maintenance leads to problems related to accessing the Web Products or the unavailability of the Web Products. In that event, Maintenance will take place between 1 a.m. and 5 a.m. (CET). Other Maintenance activities will take place on Workdays.

36 Obligations of the Contracting Party regarding Web Products

- 36.1 The Contracting Party will make the Web Products available. The Contracting Party will, to the best of its abilities and insofar as this can be influenced by the Contracting Party, aim at a to be specified further availability percentage.
- 36.2 The percentage referred to in paragraph 1 is calculated over one calendar year. Maintenance is not included herein.
- 36.3 The Contracting Party does not guarantee, amongst other things, that the phone lines, the Internet and/or other networks offer optimum access and use in the event that the Contracting Party depends on third party telecommunications suppliers with regard to the use and/or availability of these connections.
- 36.4 The Contracting Party does not have any obligation in respect of the availability, reliability or any other performance standards concerning telephone lines, the Internet and/or other networks as well as the provisions deriving from this.
- 36.5 The Contracting Party aims to take any useful and necessary measure in order to safeguard the proper functioning and the continuity of the Web Products. The Contracting Party uses the latest virus protection programs that are most commonly available in the market.
- 36.6 The Contracting Party aims to deploy the latest techniques for physical and operational security to prevent access by unauthorized third parties to the computer systems, software, and Process Data kept on storage devices used by Contracting Party as part of the contractually agreed upon resources.

37 Browser

- 37.1 Web Products can be accessed by the Commissioning Party through a browser. The Web Products are optimized for the browsers indicated by the Commissioning Party. The Contracting Party will specify for which browsers the Web Products have been optimized when the agreement is concluded.
- 37.2 The Contracting Party is not obliged to maintain optimum access to the Web Products through the browsers referred to in paragraph 1. The Contracting Party is entitled to, without being liable to pay any form of compensation (for damages), change the Web Products in such a manner that this may influence the browsers used by the Commissioning Party and/or advised by the Contracting Party.
- 37.3 If a situation as described in paragraph 2 should occur, the Contracting Party will make every effort in accordance with the requirements of reasonableness to enable the Commissioning Party to switch to another browser. These activities will be regarded as additional work.

38 The use of Identification Data

- 38.1 The Contracting Party will only make the Identification Data available to the Commissioning Party for the use of Products. The Commissioning Party will observe due care with regard to these Identification Data. In case of loss, theft and/or other forms of unlawful use, the Commissioning Party will notify the Contracting Party so that the Parties can take appropriate actions.
- 38.2 The Commissioning Party bears all the responsibility, liability and cost generated by the use of Identification Data which are used and/or distributed by the Commissioning Party. The Contracting Party is in no way liable for the abuse and/or unlawful use of the Identification Data.
- 38.3 If it is reasonable to suspect that the Commissioning Party's Identification Data have been abused or used in an unlawful manner, the Contracting Party may give instructions to the Commissioning Party which have to be carried out.
- 38.4 If it is established that Identification Data have been abused or that the Commissioning Party has not obeyed the instructions set out in paragraph 3, the Commissioning Party will be in default without notice.

39 Amendments to the Web Products

- 39.1 The Contracting Party is entitled, after written announcement subject to a reasonable term and without owing any compensation to the Commissioning Party, to make additions and/or adjustments to the Web Products with regard to, but not limited to:
- a) entry procedures, such as:
 - procedures relating to operational rules;
 - security requirements.
 - b) changing a third party provider/supplier, location, hardware, software and other facilities of importance to the provision of the Web Products.
- 39.2 If the amendments result in a demonstrable and such large negative change to the method of operation of the Commissioning Party's company and/or the functionality of the Web Products, the Commissioning Party is entitled, after first having proven the deterioration in writing, to request the Contracting Party in writing to offer an alternative. If the Contracting Party does not offer a reasonable alternative, the Commissioning Party is entitled to end the use of the Web Products, without being liable to pay any compensation or restitution of the amounts already paid to the Contracting Party.

40 Data traffic of the Commissioning Party

- 40.1 The Contracting Party has no control over and/or insight into the content of the data traffic from and/or to the Commissioning Party. The Contracting Party acts solely as an intermediary. The Contracting Party gives no guarantees with regard to the content of data concerning, among other things, trustworthiness and completeness.
- 40.2 The Commissioning Party itself is responsible for the content of data traffic coming from the Commissioning Party. Insofar as applicable the code of conduct, as set out in Article 12, applies to the Commissioning Party and its users.
- 40.3 The Commissioning Party indemnifies the Contracting Party of any sort of claim, charge or dispute of a third party with regard to the data traffic and/or the content thereof or the information coming from the Commissioning Party.
- 40.4 Process data is and will remain to be the (intellectual) property of the Commissioning Party. The Commissioning Party grants to the Contracting Party, at no charge, the right and the adaptation right of Process Data which rights are needed to fulfill its contractual obligations as well as to comply with regulations governing the obligation to retain data.
- 40.5 The Contracting Party will cooperate in the transfer of Process Data and/or any other data to a different application and/or computer system, if so requested by the Commissioning Party and if technically possible. The Contracting Party never guarantees that the Process Data and/or any other data present can be transferred to another application during the Agreement and/or at the end of the Agreement. The Commissioning Party is fully responsible for the completeness and correctness of Process Data and/or any other data from the moment the Process Data and/or any other data is read in into another application.
- 40.6 All costs associated with the transfer to another application of Process Data and/or any other data at the request of the Commissioning Party are fully at the expense of the Commissioning Party.

41 Obligations of the Commissioning Party regarding Web Products

- 41.1 If the Web Products relate to, among other things, hosting a website of the Commissioning Party and/or on behalf of the Commissioning Party, the Commissioning Party needs to have a domain name, issued and registered by an organization competent to do so, in accordance with the Third Party General Conditions applicable to that organization. Upon request of the Commissioning Party, the Contracting Party, as a competent organization, is entitled to register a domain name on behalf of the Commissioning Party. The Commissioning Party indemnifies the Contracting Party of any sort of claim, charge or

dispute of a third party with regard to the domain name and/or use thereof in behalf of or by the Commissioning Party.

- 41.2 If personal data and/or other information or data are transported by means of the Web Products or commercial and/or other activities are developed by means of the Web Products, the Commissioning Party indemnifies the Contracting Party of all liability, costs or damage as a result of third party claims in the event that this personal data and/or other information or data is exported or commercial and/or other activities are developed conflicting with the relevant legislation or privacy legislation and/or other relating regulations.
- 41.3 The Commissioning Party will notify the Contracting Party forthwith and in writing about any amendment that is relevant for the proper carrying out and/or delivery of the Web Products.
- 41.4 The Commissioning Party will conform to the instructions of the Contracting Party with regard to Fair Use. If the Commissioning Party does not follow the instructions given by the Contracting Party, the Contracting Party is entitled to decrease, with the use of technical means, the load caused by the Commissioning Party or, in the event of a continuing excess load, to stop the provision of the Web Products to the Commissioning Party. The Contracting Party will never be liable for any damage of any nature suffered by the assignment or third parties as a result of the measures taken by the Contracting Party.

42 Personal Data

- 42.1 The Commissioning Party, as the controller within the meaning of the Personal Data Protection Act [*Wet bescherming persoonsgegevens*], is itself responsible for the protection of (personal) data that will be transferred or processed by the equipment and/or software of the Contracting Party on behalf of the Commissioning Party. The Commissioning Party guarantees that the personal data, address lists, mailing lists and such that might be provided to the Contracting Party have been obtained legally, as well as that the person to whom this personal data relates to has given his/hers unambiguous and express consent for the use/the processing of his/her personal data for the specific purposes that the data will be used.
- 42.2 The Commissioning Party indemnifies the Contracting Party of all claims for invasion of a person's privacy.
- 42.3 Insofar as the Commissioning Party is entitled thereto, the Commissioning Party agrees to the inclusion of (personal) data of the users in the Contracting Party's register of personal data for administrative and management purposes. This register of personal data contains, among other things, Identification Data and Process Data, and is only accessible to the Contracting Party. These data will not be provided to third parties, unless the Contracting Party is obliged to do so by virtue of the law or a court decision.
- 42.4 The Contracting Party, as the processor within the meaning of the Personal Data Protection Act [*Wet bescherming persoonsgegevens*], is responsible for the protection of (personal) data which use by the Contracting Party is necessary for the proper carrying out of the Agreement on behalf of the Commissioning Party and will indemnify the Commissioning Party of liability in the event that the Contracting Party is sued by a person on the grounds of invasion of a person's privacy as a result of an act or omission of the Contracting Party.

43 Code of Conduct

- 43.1 The Web Products and/or any other facilities offered are to be used in a responsible manner. It is prohibited to use the Web Products and/or any other facilities offered in such a manner that:
 - a) damages could occur in the systems of the Contracting Party and/or of third parties;
 - b) disruptions in the use could occur.
- 43.2 The Commissioning Party will ensure that such damages and/or disruption are not the result of any misconfiguration on its part.
- 43.3 It is prohibited to use the Web Products and/or any other facilities offered for illegal practices and/or in breach of the Agreement. These include, but are not limited to, the following acts and practices:

- a) violation of the rights of a third party or enabling the violation of the rights of a third party, such as, but not limited to, intellectual property rights and privacy rights;
 - b) non-compliance with the current law and/or any other regulations in this context;
 - c) spamming (the unsolicited distribution (or enabling this for third parties) of advertising matter and other announcements);
 - d) storing and/or distributing pornography and/or child pornography;
 - e) sexual harassment, discrimination and/or harassing a person in any other way;
 - f) distributing or making available to third parties any obscene, offensive and tormenting material and/or any other material of such nature;
 - g) threats;
 - h) storage and distribution of viruses, worms and/or any other destructive activities;
 - i) unauthorized entering (hacking) accounts, systems and/or networks of third parties and/or the Contracting Party and/or carrying out and/or omitting any other action that enables hacking.
- 43.4 The Contracting Party is entitled, at its own discretion and if obliged by virtue of the law or a court decision and/or if a third party draws the Contracting Party's attention thereto and/or if there are reasons to believe that by use of the Web Products any third party rights are breached, the provisions in the Additional ICT Conditions and/or the Agreement are violated, and the obligations relating to those are not, nor property or not fully complied with, to take the Web Products and/or any other facilities offered out of service, to delete the relevant information and/or to suspend its obligations, all of this until the obligations are complied with.
- 43.5 The Contracting Party and/or any third parties will never be liable for any damage of any nature of the Commissioning Party and/or any third parties which are the result of any measures taken by and/or in behalf of the Contracting Party on the basis of paragraph 4. The payment obligations of the amounts agreed on will remain in full force during the measures taken by and/or in behalf of the Contracting Party on the basis of paragraph 4.
- 43.6 If the serious nature of the act or failure to act of the Commissioning Party justifies this and/or if these are continued despite of the measures of and/or in behalf of the Contracting Party, as set out in paragraph 4, the Contracting Party is entitled to terminate the agreement unilaterally and without the necessity of court proceedings, without being liable to pay any compensation or restitution of the amounts already paid to the Contracting Party.

44 Third Party Products

- 44.1 The Contracting Party has the right to deliver Third Party Products or make use of Third Party Products in fulfilling its obligations that may arise from the Agreement. The Contracting Party is not responsible for Third Party Products, unless otherwise agreed in writing.
- 44.2 If the Contracting Party delivers Third Party Products to the Commissioning Party, the Third Party General Conditions will apply to the agreement in addition to the present Additional ICT Conditions.
- 44.3 The Contracting Party will deliver rights regarding Third Party Products under the same conditions as given in the Third Party General Conditions.
- 44.4 The Third Party General Conditions that are declared applicable in the present Additional ICT Conditions will be provided exclusively on request and if available with the Contracting Party. The Third Party General Conditions will be delivered in the same format and language as received by the Contracting Party.
- 44.5 The Additional ICT Conditions have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the Additional ICT Conditions and Third Party General Conditions, the Contracting Party has the right to declare the conflicting terms of the Third Party General Conditions non-applicable or applicable.

* The Dutch version of the General Terms and Conditions and the Additional ICT Conditions shall prevail at all times in the event of any disputes regarding the interpretation and purport of the aforementioned terms and conditions.