General Terms and Conditions of De Computerwacht B.V.

I GENERAL PROVISIONS

1.   Applicability
1.1   The general terms and conditions apply to all offers and quotations originating from De Computerwacht B.V. (hereinafter referred to as "De Computerwacht"), as well as to all agreements (hereinafter "the Agreement") between clients and De Computerwacht.

2.   Basis for quotations
2.1   Orders should always be placed in writing. De Computerwacht shall be bound in all cases only after it has accepted or confirmed an order or agreement in writing (including by email). Verbal agreements only bind De Computerwacht after it has confirmed them in writing.

3.   Prices
3.1   Unless otherwise stated in writing, the prices quoted by De Computerwacht are always exclusive of VAT.
3.2   De Computerwacht is entitled to index its prices and rates annually in accordance with the CBS consumer price index (CPI). In addition, De Computerwacht is entitled to pass on price increases of third-party suppliers.
3.3   In situations other than those described in paragraph 2, De Computerwacht is entitled to adjust its prices and rates with a three-month notice period. If the client does not wish to agree to the adjustment, it shall be entitled, within 30 days of the notification of the adjustment, to terminate the Agreement in writing with effect from the date on which the new prices and/or rates would take effect.

4.   Payment conditions
4.1   Unless agreed otherwise in writing, payments must always be made within 14 days of the invoice date without deduction or set-off and without deferral due to an alleged or actual failure of De Computerwacht.
4.2   If the client fails to pay within the agreed period, it shall be deemed to be in default, without any notice of default. As of the due date, De Computerwacht is always entitled to charge the statutory (commercial) interest. If payment is not made on time, De Computerwacht is entitled to suspend performance of the Agreement immediately.
4.3   In the event of late fulfilment, the client shall always be obliged to reimburse De Computerwacht for all judicial and extrajudicial collection costs reasonably incurred, which shall always include the costs of collection agencies, as well as the actual costs and fees of bailiffs and lawyers, even if these exceed the legally awarded legal costs. This does not affect De Computerwacht's other legal and contractual rights.

5.   Time limits
5.1   Delivery and/or (completion) dates are always considered target dates and will never be a deadline, unless explicitly stipulated otherwise.
5.2   In the event of late delivery or fulfilment, the client must give De Computerwacht written notice, setting a deadline for De Computerwacht to comply.
5.3   Only if this term is exceeded shall the client be entitled to terminate the Agreement insofar as no delivery has yet taken place, and De Computerwacht shall otherwise not be liable for compensation.

6.   Confidentiality
6.1   The parties are obliged to keep confidential source codes, technical data and/or documentation as well as any other data (including the content of the Agreement), originating from the other party, which can be designated as confidential.
6.2   The obligations set out in this Article do not apply to De Computerwacht if and insofar as the provision of the relevant data is necessary pursuant to a statutory regulation or for the proper performance of the Agreement.

7.   Intellectual property
7.1   The ownership of and all intellectual property rights relating to equipment, software, websites, data files, user documentation, reports as well as preparatory material thereof, shall at all times remain with De Computerwacht or its suppliers respectively, unless expressly agreed otherwise in writing. Any right of use granted to the client is non-exclusive, non-transferable, non-replaceable and cannot be sublicensed.
7.2   De Computerwacht shall indemnify the client against any claim based on an alleged infringement of an intellectual or industrial property right relating to products or services originating from De Computerwacht, provided that the client:

-     immediately notifies De Computerwacht of a claim in writing; and
-     leaves the handling of the case entirely to De Computerwacht, cooperating fully in this respect; and
-     makes no representations, promises, acknowledges rights or facts without the prior written consent of De Computerwacht.

The indemnification mentioned in this paragraph does not apply to products and services, which originate from suppliers of De Computerwacht.

7.3   If it is established that the claim is well-founded, De Computerwacht shall – at its sole discretion – ensure that the client obtains the right to continue using the products and/or services or modify the products in such a way that they no longer infringe or substitute the products and/or services. If any of the aforementioned solutions are not possible in De Computerwacht's reasonable opinion, the infringing products and/or services will be taken back on conditions to be agreed.
7.4   The indemnity provided for in this Article shall not apply if the claim is the result of the use of the products in combination with other products and/or services not originating from De Computerwacht.
7.5   In no event shall De Computerwacht be held liable in respect of infringement of any intellectual or industrial property right beyond that described in this Article.

8.   Guarantee
8.1   De Computerwacht does not guarantee that the products and/or services are suitable for their intended use. De Computerwacht also does not guarantee that the products and/or services will work without interruption and/or that all errors will always be repaired.
8.2   With regard to products and/or services originating from third-party suppliers, a guarantee is only given to the extent provided by the aforementioned suppliers. De Computerwacht shall make every effort towards the client to ensure that legitimate claims by these third-party suppliers are honoured.
8.3   The client is aware that the operation of the products and the availability and quality of the services can be determined by the availability and quality of the connections to the Internet and, in addition, by the other use that the client makes of its Internet connection at the same time.

9.   Third-party products and services
9.1   If and insofar as De Computerwacht supplies products and/or services of third parties to the client, the terms and conditions of those third parties shall apply to those products and/or services, overruling any deviating provisions in these terms and conditions. The client accepts the aforementioned third-party terms and conditions. Notwithstanding the foregoing, the limitation of liability in the General Terms and Conditions of De Computerwacht B.V. shall apply in full to the extent the third-party supplier accepts broader liability in its terms and conditions. The choice of law and jurisdiction from the General Terms and Conditions of De Computerwacht B.V. also remain in full force.

10.   Claims
10.1   The client is obliged to check the delivered products for visible defects and shortcomings upon receipt or immediately after installation, respectively. Complaints in this regard must be notified to De Computerwacht in writing, stating the reasons, within seven days of delivery of the products. Complaints for other defects must be made without delay after the client has discovered them or should reasonably have discovered them.
10.2   In the event of justified complaints, De Computerwacht is obliged - at De Computerwacht's discretion - to repair faults within a reasonable period of time, or to replace the products within a reasonable period of time, or to refund the fee received for the products in question.
10.3   In case of defects affecting only part of the entire order, there is no right to refuse the other agreed services.
10.4   If the client's complaint relates to work carried out by De Computerwacht, the complaint must, under penalty of forfeiture of rights, be submitted within 30 days of the alleged defect or within 30 days of the time at which that defect should reasonably have been discovered, after which the right to bring a claim against De Computerwacht lapses.

11.   Retention of Title
11.1   De Computerwacht retains ownership rights to all products delivered and to be delivered to the client, until full payment, together with any interest and costs, has been made.
11.2   As long as ownership of the delivered products has not been transferred to the client, it shall not pledge these products to a third party or grant any other right to them and shall

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store these products carefully and as recognisable property of De Computerwacht.

11.3 If the client fails to comply with its payment obligations to De Computerwacht or De Computerwacht has good reason to fear that the client will fail to comply with such obligations, De Computerwacht shall at all times be authorised to repossess the products delivered under retention of title or to terminate any licences.

12. Liability

12.1 De Computerwacht's total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including any failure in the performance of a guarantee obligation agreed with the client, shall be limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that Agreement (excl. VAT). If the Agreement is primarily a rolling agreement with a term of more than one year, the price stipulated for that Agreement is set at the total of the fees (excl. VAT) stipulated for one year. Under no circumstances, however, shall De Computerwacht's total liability for direct damages, on any legal basis whatsoever, exceed €500,000.

12.2 The total liability of De Computerwacht for damage due to death, physical injury or due to material damage to property shall never exceed €1,250,000.

12.3 De Computerwacht's liability for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business stagnation, damage resulting from the clients' claims, damage relating to the use of items, materials or software of third parties prescribed by the client to De Computerwacht and damage relating to the use of suppliers required by the client to De Computerwacht, is excluded. Also excluded is any liability of De Computerwacht related to disfigurement, destruction or loss of data or documents.

12.4 The exclusions and limitations of liability of De Computerwacht described in Articles 11.1 to 11.3 shall not affect the other exclusions and limitations of liability of De Computerwacht described in these general terms and conditions.

12.5 The exclusions and limitations referred to in Articles 11.1 to 11.4 cease to apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of De Computerwacht's management.

12.6 Unless compliance by De Computerwacht proves permanently impossible, De Computerwacht's liability for attributable failure to perform the obligations under an Agreement shall arise only if the client immediately gives De Computerwacht written notice of default, setting a reasonable term for rectifying the failure, and De Computerwacht remains attributably in breach of its obligations even after that term. The notice of default must contain a description of the defect that is as complete and detailed as possible, so that De Computerwacht is given the opportunity to respond adequately.

12.7 The client indemnifies De Computerwacht against all third-party claims due to product liability as a result of a defect in a product or system supplied by the client to a third party that partly consisted of equipment, software or other materials supplied by De Computerwacht, unless and insofar as the client proves that the damage was caused by that equipment, software or other materials.

12.8 The provisions of this Article as well as all other limitations and exclusions of liability mentioned in these general terms and conditions also apply in favour of all (legal) persons that De Computerwacht relies on in the execution of the Agreement.

13. Force Majeure

13.1 De Computerwacht cannot be blamed for any shortcoming in the service if it was not caused by its fault, nor by virtue of law, legal act or generally accepted views. In the event of force majeure, De Computerwacht's obligation to fulfil the Agreement lapses. De Computerwacht will then not be liable for compensation. The suspension applies for the duration of the force majeure.

13.2 Cases of force majeure may include failures in performance by De Computerwacht due to power outages on its side and failures in the network and/or services and/or products of a third party.

14. Privacy

14.1 Responsibility for data processed using a De Computerwacht service lies entirely with the client. The client warrants to De Computerwacht that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The client indemnifies De Computerwacht against any legal claim by a third party on any grounds whatsoever, in connection with such data or the performance of the Agreement.

14.2 The parties will enter into a separate processing agreement within the meaning of Article 28 of GDPR.

15. Acquisition of staff

15.1 Neither party may employ staff of the other party during the term of the Agreement or within 1 year of termination of the Agreement, unless this is done with the consent of the other party. Should either party violate this paragraph, it shall forfeit a fine of €50,000 immediately due and payable to the other party for each employee recruited.

16. Proof

16.1 De Computerwacht's (electronic) records and log files shall constitute full evidence of De Computerwacht's statements, without prejudice to the client's right to provide evidence to the contrary.

17. Duration of the Agreement

17.1. The Agreement is entered into for a definite or indefinite period.

17.2 A fixed-term Agreement cannot be terminated prematurely. Unless one of the parties has notified the other party in writing that it does not wish to continue the Agreement, at least three months before the end date, the Agreement will always be tacitly renewed for the duration of 1 year.

17.3 If the Agreement has been established for an indefinite period, each of the parties is authorised to terminate the Agreement by registered letter to the other party, giving 3 months' notice.

18. Dispute resolution and applicable law

18.1 Any Agreement between De Computerwacht and the client is governed by Dutch law with the exclusion of the Vienna Sales Convention.

18.2 All disputes relating to, arising from or connected with quotations made by De Computerwacht and Agreements concluded with De Computerwacht shall be settled by the competent court of the District Court of Amsterdam.

II SERVICE PROVISION

1. Applicability

1.1 In addition to the general provisions set out in Part I, these terms of service apply if De Computerwacht provides services such as installation, implementation, support, providing courses, project support, consultancy, secondment, etc. In the event of any conflict, these terms of service shall prevail.

2. Implementation

2.1 De Computerwacht shall endeavour to perform the service to the best of its knowledge and ability and in a professional and diligent manner. All De Computerwacht services are performed on the basis of an obligation of performance, unless and to the extent that in the written Agreement De Computerwacht has expressly promised a result and the relevant result is also described with sufficient certainty in the Agreement.

3. Changes and additional work

3.1 If De Computerwacht has carried out work that falls outside the content or scope of the agreed service, this work or performance shall be reimbursed by the client to De Computerwacht in accordance with De Computerwacht's usual rates.

4. Consultants

4.1 Where appropriate, De Computerwacht shall provide consultants, for the purpose of performing the services as agreed between De Computerwacht and the client.

4.2 After consultation with the client, De Computerwacht is authorised to replace the persons involved in the project, with one or more other persons with the same qualifications.

5. Service Level Agreement

5.1 Any agreements concerning a service level (Service Level Agreement) shall only be expressly agreed in writing. The client shall always promptly inform De Computerwacht of all circumstances that affect or may affect the service level and availability of that service.

5.2 If arrangements for a service level have been made, the availability of software, systems and related services will always be measured in such a way that decommissioning due to preventive, corrective or adaptive maintenance or other forms of service announced in advance by De Computerwacht, as well as circumstances beyond De Computerwacht's sphere of influence, are not taken into account. In the absence of evidence to the contrary to be provided by the client, the availability recorded by De Computerwacht shall serve as full proof.

6. Backup

6.1 If the services provided to the client under the Agreement include backing up the client's data, De Computerwacht shall, subject to the periods agreed in writing, back up the client's data in its possession. De Computerwacht shall keep the backup

for the agreed period, and in the absence of agreements to this effect, for the usual term at De Computerwacht. De Computerwacht will store the backup with care and due diligence.

6.2 The client itself remains responsible for complying with all legal administration and storage obligations applicable to it.

III SOFTWARE

1. Applicability

1.1 The provisions in this chapter, in addition to the general provisions included in Part I, apply if De Computerwacht makes software available to the client other than on the basis of a SaaS service.

2. Right of Use

2.1· De Computerwacht grants the client the non-exclusive and non-transferable right to use the software. The client will therefore not be permitted to grant sublicences to third parties or to provide copies of the software to third parties in any form, not even if the third party in question uses the software exclusively for the client's benefit. The client will always strictly comply with the usage restrictions agreed between the parties. Without prejudice to the other provisions of these general terms and conditions, the client's right of use shall only include the right to load and run the software.

2.2 The client is not permitted to make changes to the software, except with the prior written consent of De Computerwacht.

3. Making software available

3.1 If it is agreed that De Computerwacht shall make the software available on an information carrier, De Computerwacht shall make the software available in a form to be determined by it on an information carrier of its choice, unless expressly agreed otherwise in writing. In the absence of explicit agreements to that effect, the client shall install, set up, parameterise and tune the software delivered and, if necessary, adapt the equipment and user environment used. Unless expressly agreed otherwise in writing, De Computerwacht is not obliged to perform any data conversion.

3.2 If the parties have agreed that De Computerwacht shall provide user documentation, De Computerwacht shall decide on the form and language in which the user documentation shall be provided.

4. Acceptance

4.1 If the parties have not agreed on an acceptance test, the client shall accept the software in its condition at the time of delivery ("as is").

4.2 The software shall be deemed accepted between the parties, if the parties have agreed on an acceptance test, after successful completion of the acceptance test, or, if no acceptance test has been agreed, at the time the software is put into use.

IV SAAS

1. Applicability

1.1 The SaaS terms and conditions are subject to the general provisions as included in Part I and the software terms and conditions as included in Part II, insofar as these SaaS terms and conditions do not deviate from them.

2. Description of Service

2.1 De Computerwacht may offer certain software as a SaaS solution. SaaS (Software as a Service) means: the remote provision and maintenance of software by De Computerwacht to the client via the Internet or another network, without providing the client with a physical carrier containing the relevant software.

2.2 De Computerwacht may make changes to the content of the SaaS service. If such changes result in a change to the procedures applicable at the client's premises, De Computerwacht shall inform the client as soon as possible and the costs of this change shall be borne by the client. In such an event, the client may terminate the agreement in writing by the date the amendment comes into force, unless such amendment relates to changes in relevant legislation or other regulations issued by competent authorities or De Computerwacht bears the costs of such amendment.

2.3 De Computerwacht may continue to perform the SaaS service using a new or modified version of the software. De Computerwacht is not obliged to maintain, modify or add features or functionalities of the service or software specifically for the customer.

3. Client and De Computerwacht responsibility

3.1 Unless otherwise agreed in writing, the client is responsible for the use of the service and how the results of the service are deployed.

3.2 De Computerwacht is not responsible for the acquisition and/or proper functioning of the client's or third parties' infrastructure. De Computerwacht is also not responsible for the presence of sufficient internet bandwidth.

3.3 The Supplier does not guarantee that the software to be made available as part of the SaaS service is error-free and functions without interruptions.

3.4 The Supplier does not guarantee that the software to be made available as part of the SaaS service will be adapted in time to changes in relevant laws and regulations.

V DEVELOPMENT AND/OR DESIGN OF SOFTWARE AND WEBSITES

1. Applicability

1.1 In addition to the general provisions in Part I and the terms of service in Part II, the provisions in this chapter apply if De Computerwacht designs and/or develops software and/or websites for the client.

2. Specification and development of software/website

2.1 The parties shall enter into proper consultation regarding the specifications, working method in the manufacture or design of the software to be designed, developed and/or installed for the client.

2.2 De Computerwacht shall be entitled to require the client to agree fully and unconditionally to the specifications or design in writing in advance, failing which De Computerwacht shall be entitled to suspend its work.

2.3 De Computerwacht shall design, develop and/or set up the software to the best of its ability, taking into account as far as possible the specifications or design of the software or, if applicable, the working method, project organisation, methods, techniques, agreements and/or procedures agreed in writing with the client.

2.4 Unless the parties have agreed otherwise in writing, De Computerwacht is not obliged to make the auxiliary software and/or a so-called "content management system" required for the use, maintenance and management of the software available to the client.

VI GENERAL TERMS AND CONDITIONS MAINTENANCE AND SUPPORT

1. Applicability

1.1 The general terms and conditions of maintenance as set out in Part I and the terms of service as set out in Part II shall additionally apply to the general terms and conditions of maintenance, except insofar as these general terms and conditions of maintenance do not deviate from them.

2. Maintenance services and support

2.1 De Computerwacht only performs the management and maintenance of the software included in the Agreement. The maintenance obligation includes answering questions raised by the client about use of the software, repairing errors in the software, to the extent possible and in accordance with this Article. "Error" means failure to meet the functional and/or technical specifications made known in writing by De Computerwacht and/or third-party supplier. The term "defect" will only apply if it can be demonstrated and reproduced.

2.2 Unless expressly agreed otherwise in writing, De Computerwacht is not obliged to perform data conversion. The maintenance obligation includes providing new versions of the software only if agreed in writing.

2.3 The client shall report any errors found in the software in detail to De Computerwacht.

2.4 If De Computerwacht itself can and may repair the faults, the results shall be made available to the client in the manner and by the deadline to be determined by De Computerwacht. After receiving the report, De Computerwacht shall, in accordance with its usual procedures, make every effort to have errors corrected and/or improvements made to later new versions of the software. In other cases, the procedures at the suppliers or rights holder of the software apply.

2.5 If De Computerwacht performs the management or maintenance online, the client shall ensure in a timely manner that it has an appropriate infrastructure and telecommunication facilities at its disposal.

2.6 The client shall provide all cooperation required by De Computerwacht for management or maintenance in a timely manner, including temporarily discontinuing the client's use of the software and making a backup of all data.

2.7 If the management and maintenance relates to software not supplied or made available to the client by De Computerwacht itself, the client shall, if De Computerwacht deems this useful, necessary or desirable for the management and maintenance, make the source code and the technical (development) documentation of that software (including data models, designs, change logs, etc.) available to De Computerwacht free of charge. The client guarantees that it is entitled to such provision and that third-party rights do not oppose it. The client grants De Computerwacht the right to use and modify the software, including the source code and technical (development)

documentation, in the context of performing the agreed management and maintenance. The client indemnifies De Computerwacht against all third-party claims relating to the provision and use by De Computerwacht.

2.8 The management and maintenance by De Computerwacht shall not affect the client's own responsibility for the management of the software, including control of the settings, the use of the software and the way in which the results of the use of the software are deployed.

2.9 Software maintenance does not include the repair of errors, defects or imperfections resulting from or related to:

a) user errors or misuse of the software, including errors in data input or in the data itself;

b) modification of the software other than by or on behalf of De Computerwacht;

c) the use of the software in violation of the conditions applicable to it or in violation of the instructions in the user documentation;

d) changes to or errors, defects or imperfections in equipment or software other than that covered by De Computerwacht maintenance;

e) the client's failure to have the software maintained in a timely manner;

f) the use of old versions of software no longer maintained by De Computerwacht;

g) restoration of corrupted or lost data;

h) other causes not attributable to De Computerwacht.

3. "Multivendor" problems

3.1. At the client's request, De Computerwacht will unreservedly cooperate in solving problems that may also involve hardware or software from other suppliers. If it is established that the problems are attributable to the third-party supplier, De Computerwacht shall perform this work based on the applicable rates.

VII HOSTING

1. Applicability

1.1 The provisions contained in this chapter, in addition to the general provisions in Part I and the terms of service in Part II, shall apply if De Computerwacht provides services, under any name, in the field of "hosting" and related services.

2. Hosting services

2.1 If the object of the Agreement is the provision of disk space of equipment, the client shall not exceed the agreed disk space unless the Agreement expressly regulates the consequences thereof. The Agreement includes the provision of disk space on a server reserved exclusively and specifically for the client only if expressly agreed in writing. All use of disk space, data traffic and other load on systems and infrastructure is limited to the maximum amounts agreed between the parties. For exceeding the agreed maximums, De Computerwacht shall charge an additional fee in accordance with its usual rates.

2.2 The client is responsible for the management of the software, including control of settings, use of the hosting service and how the results of the service are deployed. In the absence of explicit agreements in this respect, the Client shall install, set up, parameterise and fine-tune the (auxiliary) software and, if necessary, adapt the hardware, other software and user environment used in the process, and achieve the interoperability desired by the client. De Computerwacht is under no obligation to perform data conversion.

2.3 The Agreement shall also include the provision or making available of backup, fall-back and recovery services only if expressly agreed in writing.

2.4 De Computerwacht may temporarily take all or part of the hosting service out of service for preventive, corrective or adaptive maintenance. De Computerwacht will not allow the decommissioning to take longer than necessary, allow it to take place outside office hours if possible, and commence it, as circumstances dictate, after consultation with the client.

2.5 De Computerwacht may make changes to the content or scope of the service. If such changes result in a change to the procedures applicable at the client's premises, De Computerwacht shall inform the client of this as soon as possible.

2.6 The client shall adequately secure its own systems and infrastructure and have adequate anti-virus software in operation at all times. De Computerwacht will only provide security if expressly agreed in writing. The level of security should be agreed in writing.

2.7 De Computerwacht shall only cooperate in transferring the software to another hosting service provider at or after the end of the agreement if agreed in writing.

2.8 If De Computerwacht has reason to assume that the client's data or software infringes any right of any third party, it is entitled to make and keep the infringing data and/or software inaccessible or to take other measures it deems necessary in order to terminate the alleged unlawfulness. Any such cause shall in any case exist if a third party notifies De Computerwacht that any right is infringed. Moreover, if De Computerwacht has reason to assume that the client performs or fails to perform actions that it knows or should reasonably have known could lead to use of the hosting service that is punishable or unlawful towards the supplier and/or third parties, De Computerwacht is entitled to discontinue the hosting service. De Computerwacht shall never be liable for damage caused to the client by its actions, even if it is established that there is no infringement of any third-party right.

VIII BUYING EQUIPMENT

1. Applicability

1.1 The general provisions contained in Part I shall apply to the Equipment Supply Agreement in addition, insofar as these general terms and conditions do not deviate from them.

2. Delivery and installation

2.1 The risk of loss, theft and damage of the equipment shall pass to the client upon delivery to the client. However, if a carrier is used for delivery, whether or not at the request or instruction of the client, the risk of loss, theft and damage of the equipment shall be transferred to the client at the time the equipment is handed over to the carrier.

2.2 De Computerwacht will install the equipment if agreed in writing.

2.3 The client shall provide a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, prior to delivery of the equipment. A suitable installation location also means an environment that meets the requirements specified by the supplier where applicable (concerning temperature, humidity, technical environment requirements, etc.). If required, De Computerwacht will provide a quote to the client for the construction of these necessary facilities.

2.4 The client shall grant De Computerwacht access to the installation site during De Computerwacht's normal working hours for the performance of the necessary work. Any obligation to install equipment by De Computerwacht does not include the obligation to install software or perform data conversion.

IX EQUIPMENT MAINTENANCE

1. Applicability

1.1 In addition to the general provisions in Part I and the terms of service in Part II, the provisions in this chapter apply if De Computerwacht provides equipment maintenance.

2. Maintenance services

2.1 De Computerwacht will perform maintenance in relation to the equipment mentioned in the Agreement.

2.2 The content and scope of the maintenance services to be performed and any associated service levels will be set out in a written agreement.

2.3 Immediately after an equipment malfunction occurs, the client shall notify De Computerwacht by means of a detailed description. In these general terms and conditions, "malfunction" shall mean the failure of the equipment to meet the specifications expressly communicated by De Computerwacht and/or the supplier in writing or without interruption. A malfunction shall only exist if the client can prove this malfunction and furthermore, the relevant malfunction can be reproduced.

2.4 The client shall provide all cooperation required by De Computerwacht for maintenance, such as the temporary suspension of the use of the equipment. The client is obliged to provide access to the site of the equipment to De Computerwacht staff or third parties designated by De Computerwacht, to provide all other necessary cooperation and to make the equipment available to De Computerwacht for maintenance purposes.

2.5 Before offering the equipment to De Computerwacht for maintenance, the client shall ensure that a complete and properly functioning backup copy has been made of all software and data recorded in or on the equipment.

3. Exclusions

3.1 Activities due to the investigation or repair of faults resulting from or related to user errors, improper use of the equipment or external causes, such as faults in the Internet, data work connections, voltage supplies, or connections to equipment, software or materials not covered by the maintenance agreement,

are not part of De Computerwacht's obligations under the maintenance agreement.

3.2 Furthermore, De Computerwacht's maintenance obligations do not include:
- the investigation or repair of faults resulting from or related to modification of the equipment other than by or on behalf of De Computerwacht;
- the use of the equipment in violation of the applicable conditions and the client's failure to have the equipment serviced in a timely manner.

3.3 De Computerwacht's maintenance obligations likewise do not include investigation or repair of faults related to software installed on the equipment.

X INTERNET ACCESS

1. Applicability
1.1 The provisions contained in this chapter "Internet access" shall, in addition to the general provisions in Part I, apply if De Computerwacht provides the client with Internet access.

2. Description and conditions of internet services
2.1 De Computerwacht shall, unless otherwise agreed in writing, use its best efforts to establish connections via De Computerwacht's system to the internet, including making available the software hosted by De Computerwacht. De Computerwacht is not responsible for the client's infrastructure or that of third parties.

2.2 De Computerwacht will provide the client with access to the internet from the location or point agreed by the parties in writing.

2.3 The client must have the facilities suitable for Internet access, such as suitable equipment and software.

2.4 De Computerwacht makes no guarantees in respect of the bandwidth actually provided by De Computerwacht. Neither does De Computerwacht guarantee that the client will always have uninterrupted and unlimited access to the internet.

2.5 De Computerwacht is always entitled to impose reasonable restrictions on the client's transmission speeds and volumes of data traffic. De Computerwacht is also entitled to change the content and scope of the agreed internet access at any time, if it reasonably considers this necessary for technical reasons.

2.6 De Computerwacht shall provide the client with codes and information regarding the settings required to access the Internet from the client's (computer) system. The client is responsible for correctly entering these codes and settings into its (computer) system.

2.7 The delivery time of an internet connection may depend, amongst other things, on the provision by a third party of a connection from the local exchange to the connection address or other necessary cooperation by that third party. Any delay in the delivery of De Computerwacht's internet connection arising from delays or long delivery times on the part of that third party is not the responsibility of De Computerwacht.

2.8 If the Agreement includes the resolution of faults in internet access, the client may report a fault in writing, in the manner determined by De Computerwacht. In that case, De Computerwacht shall make every effort to resolve the fault in accordance with what the parties have agreed in writing. If De Computerwacht is of the opinion that the client's cooperation is necessary or advisable, the client shall, at De Computerwacht's request, provide all cooperation deemed useful, necessary or advisable by De Computerwacht.

2.9 The client is responsible for the use of internet access provided by De Computerwacht and the way in which the results are deployed.

3. Internet service usage
3.1 The client is responsible for the availability and proper functioning of all software, (peripheral) equipment and the connection to a telecommunications network required to gaining access to the service.

3.2 The client is obliged to follow reasonable instructions from De Computerwacht regarding the use of the internet service. Under no circumstances shall De Computerwacht be liable for damage resulting from incorrect installation that is the result of acts or omissions contrary to the instructions for use. The client is liable for the consequences of any (un)authorised use by third parties.

3.3 The client is aware that De Computerwacht cannot reasonably provide full protection against the security risks involved in connecting to the internet and that these risks are higher in the case of a permanent connection to the internet. If the client wishes to reduce or remove these risks, the client should set up a firewall at its own expense and risk.

3.5 De Computerwacht is always entitled to take access to the internet fully or partially out of service as part of maintenance work. It will arrange such decommissioning as

far as reasonably possible outside office hours and as short as possible and, if reasonably possible, will provide notice.

XI TELEPHONY

1. Applicability
1.1 The provisions contained in this "Telephony" section, in addition to the general provisions in Part I, shall apply if De Computerwacht provides telephony access services to the client.

2. Telephony service
2.1 De Computerwacht shall make one or more telephone numbers available to the client only if expressly agreed in writing, unless a telephone number already in use by the client is deemed by De Computerwacht to be a usable number.

2.2 If the client already has one or more telephone numbers available, the client may request number portability in the manner commonly used by De Computerwacht. De Computerwacht may refuse that request in all cases if it appears that the agreement with the other telecommunications service provider cannot be terminated or if that provider does not provide cooperation for number portability. De Computerwacht may charge a fee for number portability.

2.3 In the event that a number change is required due to laws or regulations or for other reasons, De Computerwacht is entitled to change or withdraw telephone numbers. De Computerwacht will provide advance notice of a number change to the client, unless this is not reasonably possible or unnecessary.

2.4 If the client fails to comply with the Agreement, the client interferes with the network and/or telecommunications traffic, does not use the telephone service in accordance with the applicable laws and regulations or third parties are inconvenienced as a result of the way in which the client uses the service, De Computerwacht is entitled to take one or more connections out of service, temporarily or permanently, in whole or in part. The client shall continue to pay the agreed fee during the decommissioning period.

2.5 Furthermore, De Computerwacht is at all times entitled to temporarily suspend all or part of connections for maintenance purposes. De Computerwacht will give notice of decommissioning to the client in advance, unless this is not reasonably possible or unnecessary. De Computerwacht will limit the duration of the outage as much as reasonably possible.

2.6 De Computerwacht may attach conditions to the resumption of making connections available for use other than for maintenance, including paying a fee for reconnection.

2.7 De Computerwacht is entitled to exchange number information with third parties for the handling of telecommunication traffic.

2.8 The client acknowledges that the performance of telephony services may be adversely affected or temporarily or completely unavailable in connection with physical factors (buildings, tunnels and the like) or due to atmospheric conditions, interconnection failures and problems with the software used by De Computerwacht and/or the client. De Computerwacht will never be liable for any damages or costs incurred as a result.