

General terms of delivery of ProActive Software Netherlands BV, having its registered office in Haarlem, The Netherlands, registered in the Chamber of Commerce under number: 34268115 (hereinafter referred to as: "ProActive")

1. GENERAL TERMS AND CONDITIONS

1.1. These general terms of delivery (hereinafter referred to as: "General terms and conditions") apply to all offers and Agreements whereby ProActive delivers goods and/or services of any nature, and under whichever name, to Client, in particular to Saas-based - whether or not of modular structure - services.

1.2. Amendments and additions to these General terms and conditions are only valid if and insofar these have been agreed upon in writing between Parties. Purchase or other terms and conditions of Client shall not be applicable.

1.3. Should any provision of these General Terms of Delivery be void or be cancelled, then the remaining provisions of the General Terms of Delivery shall remain in force without prejudice.

In that event ProActive and the Client shall enter into consultations for the purpose of agreeing upon new provisions to replace the void or cancelled provision.

2. OFFERS

2.1. All offers and other expressions of ProActive are non-binding, unless otherwise specified in writing by ProActive.

Client is responsible for the accuracy and completeness of the information provided by, or on behalf of, Client, on which ProActive has based her offer.

3. PRICE AND PAYMENT

3.1. All prices are excluding sales tax (VAT) and other levies imposed or to be imposed by the authorities. All prices by ProActive are expressed in euros and the Client must complete all payments in euros.

3.2. No rights or expectations can be derived from a ProActive issued precalculation or budget, unless expressly agreed upon in writing by both parties. An available budget expressed to Client by ProActive is only effective as a (fixed) price agreed between parties to carry performance by ProActive performance, if this has been explicitly agreed upon in writing.

3.3. If, according to the agreement concluded between parties, a Client consists of several natural persons and/or legal entities, each of these natural persons and/or legal persons is jointly and severally liable to pay the sums due under the Agreement.

3.4. The relevant datafiles from the administration or system of ProActive provide full evidence with regard to performances delivered by ProActive and the monies owed as a result by the Client, without prejudice to the right of the Client to supply evidence to the contrary.

3.5 In the case of a periodic payment obligation by the Client, ProActive is entitled, once a year - for the first time in January of the year following the year in which the agreement has been concluded, unless another date is specified in the agreement - to a percentage of the agreed prices and rates equal to the CBS index Cao-hourly wages including exceptional rewards, for personnel in business services (SBI ' 93 70-74), Series 2000 = 100, as published by the Central Bureau of statistics.

3.6. Parties shall stipulate in the agreement the date, or dates, on which ProActive charges the Client for the agreed upon performance.

Outstanding amounts shall be paid by the Client in accordance with the payment terms as provided for in the invoice.

The Client is not entitled to set off outstanding amounts due.

3.7. If the Client fails to pay, or fails to pay in due time, the Client will be, without a warning or notice of default being required, charged with the outstanding amount of statutory interest for trade agreements due.

If a Client remains in default after having been warned or having been issued a notice of default, ProActive may claim, in addition to the total amount owed, all legal and extrajudicial costs incurred, including all expenses charged by external experts.

This shall be without prejudice to the other legal and contractual rights of ProActive.

4. DURATION OF THE AGREEMENT

4.1. If and to the extent that an agreement between both parties is an agreement over time, the duration of this agreement shall be as agreed upon by both parties. In case of absence of an agreed upon duration, the duration shall be a period of three years (Hereinafter referred to as the "subscription").

4.2 The duration of the agreement shall be extended tacitly for the duration of the originally agreed upon period, but at least for a period of one (1) year, unless Client or ProActive, in writing by registered mail, ends the agreement within a notice period of three months before the end of the relevant period.

4.3. Proactive reserves the right to at all times - notwithstanding the provisions of article 7: 408 paragraph 2, and without prejudice to its other rights - to cancel an agreement or subscription in the interim, if Client insufficiently fulfills its cooperates and/or information obligations as referred to in articles 14 and 15 below, or otherwise obstructs the prosperous and/or timely and/or correct implementation of the agreement by ProActive.

5. FURTHER RULES REGARDING SAAS-SERVICES

5.1. If Client of Proactive has a subscription to a Saas service, by which is meant the provision of the infrastructure of ProActive, by ProActive, 'remotely' via internet or other data network to Client, and the keeping available of software functionality, without issuing to Client a physical medium with the relevant software, the following provisions apply (hereinafter referred to as: "Saas-service").

IMPLEMENTATION SAAS SERVICE

5.2. Proactive shall try its best to ensure that the agreed upon Saas- service operates properly and strives for the highest possible availability, quality and security of the service. Proactive reserves the right to alter the technical and functional properties of the Saas service in the interim in order to improve it, fix any issues or to comply with applicable laws and regulations. If such adjustment leads to a material defect in the

functionality of the SaaS service, ProActive shall notify the Client thereof electronically or in writing.

5.3. Proactive exclusively renders the SaaS-service commissioned by Client.

Client is not allowed for third parties to make use of the ProActive SaaS services.

5.4. If ProActive is subject to an order granted by a government body, or one relating to a legal obligation with regard to activities pertaining to data files of its Clients, employees or user, Client shall be charged with all affiliated costs arising from such activities.

5.5. Proactive can continue the implementation of the SaaS service using a new or modified version of the software.

Proactive is not required to maintain, amend or add Client specific features or functionalities of the service or software.

5.6. Proactive can temporarily make the SaaS service unavailable, either in whole or in part, for preventive, corrective or adaptive maintenance, or for other forms of service. Proactive will not prolong the period of unavailability longer than the General conditions of delivery of ProActive Software Netherlands BV deem necessary and shall do so, if possible, outside office hours.

5.7. Proactive reserves the right to block access to the SaaS service, either in part or in whole, from seven following a prior notice, if a Client is in default in the performance of any obligation arising from the agreement, including these General delivery terms.

5.8. Proactive is never obliged to provide a physical medium in the context of the SaaS service to Client and to keep a physical copy of the software or equipment related to the SaaS-service or its infrastructure or its components.

5.9. Client is responsible for being in possession of the operational tools necessary for access to, and use of, the SaaS services. This includes the (peripheral) equipment and software, support applications, configuration and internet connection that meet the technical and functional standards set by ProActive.

5.10. Client remains the legal owner of SaaS service stored, edited, processed or otherwise entered data files. Client determines himself, and is responsible for, in choosing which data files are stored, edited, processed or otherwise entered using the SaaS service.

Proactive has no knowledge of the data files.

Client indemnifies ProActive against claims from third parties for compensation of damage which these third parties might, or would want to, recover from ProActive in any manner, in so far as these claims are based on the use by the Client of the SaaS-service.

Proactive is not obliged to monitor the accuracy and completeness of the specified data files and is therefore not liable for the consequences of the use of incorrect and/or incomplete information supplied to the Client.

5.11. All communication received or stored by ProActive shall be considered as authentic, unless proven otherwise by the Client.

5.12. Client can request ProActive to provide a test environment. This test environment has the exact same functionality and data files as the production environment and can be synchronized periodically with the production environment.

A test environment only includes added scans from the test environment and other files available, and all email notifications are sent to one email address.

The cost of this test environment amounts to 10% of the

total subscription fee that is owed by the Client and shall be invoiced at the same time as the subscription invoice.

ACCESS TO THE SAAS SERVICE

5.13. Client is responsible for the maintenance of a connection to the power network and other connections needed for access to, and use of, the SaaS service.

Client is responsible for any use, with or without consent, of the SaaS service and of the means of access available to him (such as a token and/or access codes and user name) used for access to the environment and/or storage capacity and/or the infrastructure on which the SaaSdienst is available.

Proactive is not liable for damages suffered by Client and/or third parties resulting from unauthorized use of the means of access.

5.14. The provided means of access are non-transferable, strictly personal and only for use within the organisation of Client, unless explicit consent has been obtained from ProActive.

Client shall take due care regarding the use of the means of access and keep them confidential from third parties.

5.15. Proactive can change the means of access at its own discretion, of which the Client shall be notified of in a timely manner..

5.16. The Client shall notify ProActive without delay in the event that the access to unauthorized resources are used or if the Client has a reasonable suspicion thereof.

5.17. The Client can request ProActive to block access. Proactive is also entitled at all times to block access on its own initiative if ProActive is aware of unauthorized use of the means of access.

In such case, ProActive is not liable for any damages incurred by a Client and/or third parties which resulted from blocking the means of access.

5.18.

The Client agrees that by using the SaaS-service, he and the user(s) (Natural persons authorised to access the SaaS-service) shall, where relevant, adhere to the following rules:

5.19. Client will take care of protecting his (peripheral) equipment, software, infrastructure and internet connection against viruses, computer crime and (other) illicit use by others or third parties;

5.20. Client and/or user shall, when using the SaaS service, not spread any (computer)viruses or other files which can disrupt, interrupt or damage (proper functioning of) the SaaS-service.

5.21. Client and/or user shall not carry out any acts causing disturbances or damages of the SaaS service, (computer) networks or infrastructures (of other users) which can cause any nuisance, limited use or cause unforeseen use (of other users);

5.22. Client and/or user will not unsolicited large numbers of messages with the same or similar content ("spam");

5.23. Client and/or user shall not abuse the means of access or (attempt to) breach the security of the SaaS service.

5.24. Client and/or user shall not carry out any acts or omissions which he knows, or reasonably should have known, could reasonably lead to illicit use of the SaaS service that is punishable or constitutes an unlawful act towards a supplier and/or third party(s).

5.25. Client and/or user shall not intentionally, against the will of the owner or administrator, without permission, enter a computer system ("Hacking"), whether in whole or in part.

5.26. Client and/or user shall in no way infringe

intellectual property rights of ProActive and/or third parties; and

5.27. Client and/or user shall not make available, reproduce, or use for purposes other than for internal management operation of the Client, without the express prior written permission of ProActive.

WARRANTY SAAS SERVICE

5.28. Proactive does not warrant that the SaaS service operates without errors, malfunctions or interruptions. Proactive shall try its best to ensure that errors in the software, equipment, infrastructure and/or management environment shall be restored within a reasonable period of time, if and in so far as the software, equipment, infrastructure or management environment has been developed or built by ProActive itself, and the relevant defects have been reported in writing to ProActive Client in detail.

Proactive can delay the recovery of the deficiencies where appropriate until a new version of the software, equipment, infrastructure or management environment has been put into place.

Proactive cannot guarantee that all errors will be repaired.

Proactive is entitled to implement temporary solutions, such as bypassing software or implementing problem-avoiding restrictions in the software.

5.29. Client shall, on the basis of the information provided regarding ProActive's measures to prevent and reduce the impact of failures, repair defects in the Cloud services, mutilation or loss of data files, or other incidents the risks to his organization and, where necessary, undertake additional measures.

Proactive declares itself willing to reasonably cooperate upon Client request with further measures to be taken, against (financial) conditions set by ProActive.

Proactive is never obliged to recover mutilated or lost data files.

5.30. Proactive does not warrant that the SaaS-service timely adapts to changes in relevant laws and regulations.

INTERFACES SAAS SERVICE

5.31. Client shall receive on the basis of the agreement, and against reimbursement of the rates thereof, for the duration of the agreement, a non-exclusive and non-transferable right to the use of the SaaS-services interface – as specified in the agreement.

The right of use includes - within these general terms and conditions of delivery and the eventual limits agreement - all acts related to the Interface that is reasonably necessary in the context of the use of the SaaS services by Clients and users.

EFFECTS OF TERMINATION SAAS SERVICE

5.32. The Parties shall, in the event of termination of the Agreement, work together in good faith to fulfil eventual sought after support in regards to entered data files during remigration of the use of SaaS-services and during the transference to Client or third parties during this remigration period.

The continuity of the availability of the data files and services is hereby key.

Parties shall discuss the magnitude of the effort that ProActive shall put forth.

Proactive shall charge the incurred costs resulting from the remigration to the Client by means of subsequent calculation.

5.33. After termination of the agreement/subscription,

Client can request a one-time delivery of the entered data files which were entered during his use of SaaS-services.

Proactive shall make available to the Client these data files in its usual format so that these data files can be processed reasonably by the Client.

Unless specified otherwise under mandatory provisions stemming from Dutch Law, ProActive does not accept the obligation to retain Client data files or details.

In the event that Client has not immediately after termination of the agreement indicated that he wishes the above-mentioned transfer of the data files, ProActive is entitled to erase and destroy immediately any data files which were stored, edited, processed or otherwise entered during the Client's use of the SaaS-service, without prior notice.

PERSONAL DATA PROTECTION SAAS SERVICE

5.34. Client has obligations under the legislation concerning the processing of personal data (such as the Data Protection Act) vis-à-vis third parties, such as the obligation to disclose information, as well as providing access to it, for the purpose of, correcting and deleting personal data files of interested parties.

The responsibility of the fulfilment of these obligations rests completely and solely with Client.

Parties consider ProActive to be a "processor" as defined by the Dutch Data Protection Act.

5.35. Proactive will, as much as technically possible, support to meet the obligations of the Client as referred to in article 8.1.

The costs associated with this support are not included in the agreed prices and fees of ProActive and shall be charged to the Client.

6 DETAILED RULES ADVICE AND CONSULTANCY

6.1. The lead time in relation to consultancy or advice services depends on several factors and circumstances, such as the quality of the data files and information that Client provides and the collaboration of Client and relevant third parties. Unless otherwise agreed in writing, ProActive shall therefore not commit to a lead time of an account.

6.2. The services provided by ProActive are exclusively carried out during the usual working days and times of ProActive.

6.3. Implementation of rendered advice and/or a consultancy report issued by ProActive is always at the risk of Client. The burden of proof that (the means of) advice and consultancy services do not comply with what has been agreed upon in writing or as to what may be expected from a reasonable acting and competent supplier, remains entirely with the Client, without prejudice to the right of Proactive to provide counter-evidence.

6.4. Client is not entitled to disclose to third parties any communication concerning the working method, the methods and techniques of ProActive and/or the content of the opinions or reports of ProActive without prior written consent of ProActive.

Client shall not provide or otherwise disclose the opinions or reports of ProActive to a third party.

6.5. Proactive shall inform client periodically of the implementation of the the agreed activities.

Client shall, in advance and in writing, report conditions to ProActive which are, or may be of, interest, such as the method of reporting, questions which Client may have, prioritisation of Client, availability of resources and staff or peculiarities or facts and circumstances which may be

unknown to ProActive.

Client shall ensure that information issued by ProActive is distributed and acknowledged within the organisation of the client and make assessments on the basis of this information and shall notify ProActive thereof.

6.6. In the absence of an expressly agreed payment schedule, all fees relating to services provided by ProActive as referred to in this chapter are due after every calendar month.

7. CONFIDENTIALITY AND ACQUISITION STAFF

7.1. Client and ProActive warrants that all of the information received by the Other Party which is known to be, or should be known to be, confidential in nature, remains confidential.

This prohibition shall not apply to ProActive if, and in so far as, the provision of relevant data files to a third party is necessary pursuant to a court order, a legal requirement or for the proper performance of the agreement.

The party receiving confidential information shall only use it for the purpose for which it has been provided. Information shall in any case be considered to be confidential if this has been designated as such by one of the parties.

7.2. Client acknowledges that any software derived from ProActive is of confidential character and that these constitute trade secrets of ProActive, its suppliers or the producer of the software.

7.3. Client is prohibited to employ, whether directly or indirectly, whether for payment or not, ProActive employees who are, or have been involved in the implementation of the agreement, either during the term of an agreement as well as one year after the end of it, without the prior written consent of ProActive.

These can include conditions, including the condition that Client pays a reasonable fee to ProActive.

7.4. Without prejudice to the right of ProActive to performance and compensation for damages suffered, Client forfeits to ProActive a direct fine of EUR 10,000,- per day or part of a day that Client remains in breach of his obligations referred to in article 7.3, in whole or in part.

8. PRIVACY AND DATA PROCESSING

8.1. If necessary for the implementation of the agreement, and without prejudice to the provisions laid down in article 5.34, Client will, upon request, provide written information regarding the manner in which the Client executes his obligations within the framework of legislation on protection of personal data.

Otherwise, the special terms and conditions "data protection ProActive Software Netherlands B.V." apply.

9. SECURITY

9.1. If ProActive is bound, under the Agreement, to provide a form of data protection, that protection shall meet the specifications as agreed upon in writing between the Parties regarding security, including, but not limited to that referred to in the framework of ISAE 3402 Type II.

Proactive does not warrant that the information security is effective under all circumstances.

If a specifically described form of protection is absent from the Agreement, protection shall be of a level that is not unreasonable when taking into account the state of the technology, the sensitivity of the data files and the costs involved, in making the security arrangements.

9.2. the Client granted access and identification codes

are confidential. These shall be treated with care and Client shall reveal these to authorised personnel only within its organisation. Proactive is entitled to change the access or identification codes

9.3. Client shall protect his systems and infrastructures adequately and shall have up-to-date anti-virus software in operation at all times.

10. RETENTION OF TITLE AND RIGHT, CONVERSION AND SUSPENSION

10.1. All the Goods delivered to the Client remain the property of ProActive until all the amounts owed by Client, pursuant to the Agreement, have been fully paid to ProActive. If the Client acts as a reseller, it will be allowed to sell all goods subject to the retention of title of ProActive and to deliver them insofar as this is usual in regards to the ordinary functioning of its firm.

10.2. Rights, including rights of use, are granted to the Client on the condition that the Client has fully paid all the fees owed from the Agreement concluded.

10.3. ProActive may retain the Goods, products, property rights, data files, documents, Software, data files and (interim) results of the services of ProActive which are received or generated as part of the Agreement, despite an existing obligation to surrender or transfer, until the Client has paid all the sums owed to ProActive.

11. TRANSFER OF RISK

11.1. The risk of loss, theft, embezzlement or damage of goods, products, data, documents, documentation, equipment, software, data files or information (codes, passwords etc.) that are used or produced as part of the execution of the Agreement is transferred to Client at the time when these have been put into actual power of disposition of the Client or an auxiliary person of the Client.

12. INTELLECTUAL PROPERTY

12.1. All rights of intellectual property rights on the Software, data files, Equipment, services or other materials such as analyses, designs, Documentation, reports, quotes, including preparatory materials thereof, developed under the Agreement or made available to the Client solely lie with ProActive, its licensors or suppliers. Client shall receive the usage rights associated with these terms and conditions, the agreement concluded between the parties in writing and the law expressly granted.

A Client's right of use is non-exclusive, non-transferable to third parties and cannot be sub-licensed.

12.2. The Client is not permitted to remove or amend any notice regarding the confidential nature or regarding any Intellectual Property right relating to the Software, Documentation, data files, Equipment or materials.

12.3. ProActive is authorised to apply technical provisions for protection of the Software, Equipment, data files and such, relating to an agreed restriction in the contents or the duration of the right of use of these objects, even if a specific provision thereto is not provided in the Agreement.

The Client is never permitted to (order to) remove or to (order to) circumvent such a technical provision.

12.4. Proactive indemnifies the Client against any legal action from a third party based on the allegation that Software, data files, Equipment or other materials developed by ProActive infringe on an Intellectual Property right of that third party, provided that the Client informs ProActive in writing forthwith about the

existence and the contents of the legal action and leaves the disposal of the case, including agreeing to possible settlements, entirely to ProActive. Any other or further-reaching obligation by ProActive to indemnify is excluded.

There to the Client shall grant ProActive the necessary authorisations, information and cooperation to defend itself, if necessary in the name of the Client, against these legal actions.

This duty of indemnification shall be cancelled if the infringement concerned is related to (i) materials made available to ProActive by the Client to use, edit, process or incorporate, and/or (ii) modifications which the Client has made in the Software, website, data files files, Equipment or other materials or has ordered third parties to make without written permission from ProActive.

If it has been irrevocably established by law that Software, websites, data files, Equipment or other materials developed by ProActive itself infringe on any Intellectual Property Right belonging to a third party or if, in ProActive's opinion, there is a serious chance that such infringement will occur, ProActive shall, if possible, ensure that the Client can continue to use the delivered, or functionally equivalent Software, websites, data files files, Equipment or other materials concerned undisturbed. Any other or further-reaching obligation by ProActive to indemnify is excluded.

12.5. The Client guarantees that the rights of third parties are not incompatible with the provision, to ProActive, of Equipment, software, materials for websites (images, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including design materials, designed for use, adaptation, installation or incorporation (into a website, for example).

The Client indemnifies ProActive against any claim by a third party based on the allegation that such provision, use, adaptation, installation or incorporation infringes on any right of that of third party.

12.6. Proactive is never obliged to convert data files, unless this is expressly agreed upon in writing with the Client.

13. SOFTWARE FROM SUPPLIERS

13.1. If, and insofar as, ProActive makes Software from third parties available, the (licence) conditions of those third parties shall apply to that Software, provided that this has been announced to the Client in writing by ProActive, replacing the varying conditions in these General Terms of Delivery. The Client accepts the conditions from the third parties referred to, which shall be available for viewing at ProActive and which shall be sent by ProActive to the Client free of charge, upon request. If and insofar as the conditions from third parties referred to are deemed not to apply to the relation between the Client and ProActive for whatever reason, or are declared inapplicable, the provisions in these General Terms of Delivery apply unimpaired. By way of derogation from the preceding sentence, client shall not be indemnified by ProActive to meet the aforesaid information obligations, if client is a party referred to in article 6:235 or (3) paragraph 1 of the Dutch Civil Code.

13.2. If and in so far as the conditions of third parties referred to in the relationship between customer and ProActive, for whatever reason, are deemed not to apply or to be declared inapplicable, the provisions of these terms and conditions apply in full.

14. COOPERATION OBLIGATIONS

14.1. Parties acknowledge that the success of work in the field of information and communication technology generally depends on correct and timely mutual cooperation.

Client shall at all times, within reason, provide its cooperation to ProActive whenever ProActive deems such cooperation helpful or necessary; and parties agree that the cooperation of Client is integral to the proper execution of the agreement, of which the work-activities belong to the core obligations of ProActive

If the agreement and its annexes and/or in these general terms and conditions of specific tasks and responsibilities are appointed within the framework of cooperation may be expected, desired or necessary, those are never meant to be exhaustive.

14.2. In the selection of the goods to be delivered by the by ProActive, goods and/or services will customer as a Professional client. Customer takes the utmost care in constantly ensuring that the requirements which the performance of ProActive must meet, are correct and complete. Datain drawings, pictures, catalogues, websites, quotations, advertising material, data sheets etc. are for not binding ProActive.

14.3. If the Client employs its own personnel of auxiliary persons as part of granting cooperation in the execution of the Agreement, these persons and auxiliary persons shall dispose over the required knowledge, expertise and experience. The Client shall provide reasonably requested facilities such as an office with computer, data and telecommunications facilities free of charge in the event that ProActive personnel carries out work on the Client's premises and network facilities.

14.4. The office and facilities shall meet all legal and other current demands regarding working conditions.

Client indemnifies ProActive against claims from third parties, including ProActive employees, who incur damages during the execution of the Agreement resulting from the Client's actions or omissions or from unsafe situations within its organisation.

Client shall inform the employees deployed by ProActive of the house and safety regulations that apply within its organisation prior to the start of the work.

14.5. If Client, in connection with the services and products of ProActive software, provides equipment or other resources to ProActive, Client warrants obtaining all necessary licenses or approvals with regard to these resources which ProActive may require.

14.6. Client is responsible for the management, including control of the institutions, the use of ProActive delivered products and/or services provided and the way in which the results of the products and services are deployed. Customer is also responsible for the instruction to, and use by users.

14.7. The customer shall himself (help) install, set up, design parameters for its own equipment and tune software and if necessary the equipment used, other tools and software and user environment and the achieve interoperability desired by Client.

15 INFORMATION OBLIGATIONS

15.1. For proper implementation of the agreement by ProActive, client shall provide ProActive with any requested data or information, in time and within reason. When in the agreement and its annexes and/or these general terms and conditions, specific information is required to be made available or delivered by the client, or which is necessary or beneficial for the execution of

the agreement, it is never meant to be exhaustive.

15.2. Client ensures the accuracy and completeness of the information, designs and specifications provided by her to ProActive.

If the information provided by customer, information, designs or specifications provided to ProActive by the client contains clear inaccuracies, ProActive shall enquire about this with the client.

15.3. To ensure continuity, client will designate a contact person(s) for the duration of the work activities of ProActive.

The client contacts shall have the necessary experience, knowledge and insight in the specific matter which the contacts deal with.

15.4. ProActive is only obligated to periodically provide information about its work activities to the client through the client's appointed contact person.

16. TERMS

16.1. ProActive shall make all reasonable efforts to abide by the stated or agreed upon non-firm delivery and other periods and/or data (delivery) as much as possible. The (Delivery) terms and (completion) dates agreed upon between Parties are target dates to be striven upon, and are not binding for ProActive and always are of indicative nature only. Terms and dates also have, as provided for in article 6:

83 (a) BW- a deadline, only if this has been expressly agreed upon in writing by both parties in derogation of such and with specific reference to this clause.

16.2. If the passing of any deadline is looming, ProActive and customer shall consult to discuss the consequences of the deadline expiration, and what the further eventual plans will be.

16.3. In all cases – therefore also in the event that Parties have expressly agreed a deadline for delivery or completion in writing – ProActive shall only default due to exceeding of time upon written notification of default by the Client, whereby a reasonable term for remedy of the failure is stated and ProActive continues to fail in the performance of its obligations after that term also.

The notice of default should contain a full and as much as possible detailed description of the failure in as much as possible so that ProActive is offered the opportunity to respond adequately.

16.4. If it is agreed that the implementation of the agreed activities shall take place in stages, then ProActive is entitled to postpone the commencement of work belonging to a stage. Similarly, if ProActive already commenced with the work from a subsequent phase is started, ProActive reserves the right to suspend this work until the customer has approved results of the preceding stage in writing.

16.5. ProActive is not bound to a firm or non-firm delivery (delivery) date or term or a deadline, if parties amended the content or scope of the agreement, by means of an agreement in writing (additional work, change of specifications etc.) or, if a modification of the approach to the operation of the agreement are agreed, or if the client has not fulfilled her obligations arising from the agreement, whether not timely or not fully.

The fact that demand for additional work arises during the implementation of the agreement, shall never constitute grounds for termination of the agreement by the client.

17. DISSOLUTION AND TERMINATION OF THE AGREEMENT

17.1. Either Party is authorised to dissolve the

Agreement due to an attributable failure to observe the Agreement if the other Party fails attributively in meeting essential obligations arising from the Agreement. Dissolution is only possible after a notice of default containing as many details as possible whereby a reasonable term for remedy of the failure is stated.

Payment obligations and all other obligations to cooperate by the Client or a third party engaged by the Client shall always qualify as essential obligations under the Agreement.

17.2. If, at the time of the dissolution, the Client has already received performances as part of the execution of the Agreement, these performances and the associated payment obligation shall not be the subject of cancellation, unless the Client proves that ProActive is in default with regard to the material part of these performances. Sums invoiced by ProActive prior to the dissolution concerning the proper performance or delivery in execution of the Agreement shall remain due in full whilst observing the provision in the previous sentence and shall be due and payable forthwith at the time of dissolution.

17.3. If an Agreement which on the basis of its nature and content does not terminate by its completion and has been entered into for an indefinite period of time, it can, after proper consultations have been conducted, be terminated by either Party by means of a written notice of termination stating the reasons. Termination has a term of 3 months, unless otherwise agreed upon. ProActive shall never be liable to pay damages due to termination.

17.4. Client is – in derogation from the provisions in article 7: 408 BW-not entitled to terminate, in the interim, a contract which has been contracted to for a definite period.

17.5. Either Party can terminate an agreement in writing, wholly or in part, with immediate effect and without any notice of default being required if the other Party is granted suspension of payments, whether or not temporary, if bankruptcy is filed for with regard to the other Party or if the business of the other Party is liquidated or terminated other than as part of a reorganisation or merger.

ProActive shall never be under an obligation to refund any payments that have already been received or payment of any damages.

In the event of the Client's irreversible bankruptcy, the right to use the Software and such like provided to the Client shall be cancelled by operation of law, without any notification.

18. LIABILITY OF PROACTIVE

18.1. ProActive's total liability for an attributable failure in the performance of the Agreement or any other reason, specifically including any failure to observe a warranty obligation agreed with the Client, shall be limited to a reimbursement of the direct damage up to a maximum of the amount of the price agreed for such Agreement (excl. BTW [Dutch VAT]).

If the agreement is primarily a expensive contract with a term of more than one year, the stipulated for that agreement appreciated on the total of the fees (excluding. VAT) for two years. ProActive's total liability shall under no circumstances exceed the amount of € 1.250.000 (One million two hundred fifty thousand Euros).

18.2. ProActive's total liability for damage due to death or bodily injury or for property damage shall

under no circumstances exceed the amount of € 1.250.000 (One million two hundred fifty thousand Euros).

18.3. The liability of ProActive for indirect damage, including consequential damage, loss of profit, lost savings, reduced goodwill, damage caused by stagnation, damage caused by claims from the Client's customers, damage connected with the Client's use of Goods prescribed by ProActive, materials, software by third parties and damage relating to the suppliers that the Client has instructed ProActive to use is excluded.

ProActive is not liable for any costs or damage as a consequence of the mutilation, destruction or loss of files, documents and other data carriers of the Client either.

18.4. The exclusions and restrictions of Proactive's liability, as described in paragraphs 18.1 to 18.3, are without prejudice to the other exclusions and restrictions of liability of ProActive under these General Terms of Delivery.

18.5. The exclusions and restrictions of Proactive's liability, as described in paragraphs 18.1 to 18.4, become void in the event that damages are the direct consequence of intentional recklessness of the management of ProActive.

18.6. Unless compliance by ProActive is permanently impossible, ProActive's liability arises due to attributable failure in observing of an Agreement only if the Client issues a notice of default to ProActive immediately, whereby a reasonable term for remedy of the failure is stated and ProActive continues to fail attributively in observing its obligations even after that term.

The notice of default should contain the fullest and most detailed description possible of the failure so that ProActive is offered the opportunity to respond adequately.

18.7. A condition for any right to damages shall always be that the Client reports the damage to ProActive in writing as soon as possible after occurrence of the damage.

Any claim for damages against ProActive shall be cancelled once 24 months have lapsed since the claim arose after the occurrence of the claim, unless client claims compensation for the damage before the expiry of that period.

18.8. Client shall indemnify ProActive against any claims of third parties due to product liability as a consequence of a defect in a product or system delivered by the Client to a third party, which also consisted of Equipment, Software or other materials delivered by ProActive, except if and insofar as the Client proves that the damage was caused by such Equipment, Software or other materials.

18.9. The provisions of this article, as well as all other restrictions and exclusions of liability stated in these General Terms of Delivery shall also apply to all the legal entities or persons used by ProActive to carry out the Agreement..

19. FORCE MAJEURE

19.1. Neither Party is obliged to fulfil any obligation, including any warranty obligation agreed between the Parties, if fulfilment is hampered as a consequence of force majeure.

The term force majeure, attributable to ProActive, shall be taken to include: (i) force majeure of ProActive's suppliers, (ii) the failure to properly fulfil obligations by suppliers which the Client has instructed ProActive to

use, (iii) (iii), (iv) government measures, (v) power failure, internet failure, datanetwork or (vi) telecommunications facilities, (vii) war and (viii) general transport problems.

19.2. If a situation of force majeure exceeds sixty days, each Party shall have the right to terminate the Agreement. Performances already delivered under the Agreement will, in that case, be settled proportionately, without Parties owing each other in all other respects.

20. AMENDMENTS AND ADDITIONAL WORK

20.1. If ProActive has carried out performances at the request or upon prior agreement of the Client that falls outside the content or the scope of the agreed work and/or performances, this work or these performances shall be paid for in accordance with the agreed rates and in the absence of these, in accordance with ProActive's usual rates. ProActive is never obliged to accede to such a request and may require that a separate Agreement is concluded for this.

20.2. Insofar as a fixed price has been agreed for the services, ProActive shall inform the Client in writing, as requested, of the financial consequences of the additional work or performances as referred to in this article.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

21.1. Client is not entitled to sell, transfer or pawn the rights and obligations arising from the Agreements it has concluded to third parties.

21.2. ProActive is entitled to sell, transfer or pawn all the rights and obligations arising from the Agreements it has concluded with Client, to third parties.

22. APPLICABLE LAW AND DISPUTES

22.1. The Agreements between ProActive and the Client are governed by Dutch law. Application of the Vienna Convention of 1980 is excluded.

22.2. Disputes which arise from the agreement concluded between the parties and/or following further agreements which as a consequence, shall be settled by arbitration in accordance with the rules of arbitration (as applicable on date v an initiation of the arbitration) of the Foundation for the settlement of automation disputes (SGOA), statutorily located in the Hague, without prejudice to the right of each of the parties a provision in summary proceedings (arbitration) and without prejudice to the right of each party to make precautionary legal measures.

22.3. Each of the parties is in respect of a dispute following the agreement concluded between the parties or as a result of further agreements that are, in all cases be entitled in accordance with the procedure laid down in it Mediation – on moment of referral of the mediation- applicable it Mediation regulations of the Foundation for the settlement of automation disputes.

The counterparty is obliged to actively participate in the lodged ICTMediation procedure, and shall at least attend one mediation session with parties and mediators, and give this form of dispute settlement a reasonable chance. Each party is free to, at any time after a first review of mediators and parties, terminate the Mediation procedure. The provisions of this paragraph do not preclude a party that considers it necessary, to request a provisional injunction or to meet precautionary legal measures.

SPECIAL CONDITIONS PROTECTION PROACTIVE PERSONAL DATA

23. GENERAL

23.1. These special conditions protect personal data. (hereinafter referred to as "special terms") and are a further stipulation of the provisions of article 8 of the general terms and conditions and as such, form an integral part of the General terms of delivery and hence the agreement between customer and ProActive. The provisions in the general terms of delivery apply fully to these special conditions; where in the event of any conflict between any provision of these special conditions and any provision of the general terms and conditions, the provision of these special conditions shall prevail.

23.2. If, and in so far as the undertakings as specified in the agreement includes the processing of personal data by the Processor, the provisions of these special conditions apply.

23.3. Proactive functions to process tasks on behalf of the client as the processor (hereinafter also referred to as "Processor" and customer within the meaning of the applicable legislation protecting personal data (hereinafter also referred to as "Responsible Person"), since the prior processes the personal data on behalf of the latter, without coming under the direct authority of that party; and the means of the processing, with the understanding that the details of the manner by which the Processor can be determine, having regard to his expertise in this area.

23.4. In these special conditions, the terms person, Editor, responsible person, personal data and process are intended to be within the meaning of the applicable legislation protecting personal data, which shall become the Data Protection Act.

24. EXECUTION PROCESSING

24.1. Processor shall treat the personal data carefully, in accordance with the obligations incumbent on him as Processor deriving from these special terms and the applicable legislation protecting personal data.

24.2. The personal data to be processed by Processor will be specified in the relevant agreement.

In the absence of which the processor assumes that its processing can cover the following types of personal data: Personal Data, Name and address, gender, date of birth, nationality and function.

24.3. Responsible Person is responsible for the correct and complete delivery of personal data.

Responsible Person is also held responsible for accuracy and completeness of the Personal data processed.

24.4. Responsible Person warrants Processor that the content, use by or on behalf of Responsible Person and/or the commissioned processing of personal data is not illegal and does not infringe on the rights of others and that the Personal data has been obtained in a manner consistent with the laws in force.

24.5. Processor shall cooperate with Responsible Person to (i) provide a copy, or insight by means of other ways, to interested parties, of their processed data (ii) remove personal data to correct or supplement, and/or (iii) to show that personal data has been deleted or corrected. Data Processor has the right to charge the Responsible Person reasonable costs at normal commercial rates involved.

25. PERSONAL DATA SECURITY & MONITORING

25.1. Data Processor shall take applicable technical and organisational security measures, which reflect the current state of technology, of which the associated costs correspond with the by the Responsible Person indicated nature of the personal data and which process the

procurement in which the data is being used, in personal data protection against loss or unlawful processing, taking into account the provisions of the general terms and conditions and these special conditions.

25.2. Responsible Person shall inform in good time the Processor (modified) of risks associated with, as well as the (modified) risk-class thereof, associated with the processing of personal data by the Processor.

25.3. The Person Responsible shall notify the Processor promptly of any indication or other communication given by a competent authority (such as the authority responsible for the personal data) relating to the personal data processed by processor, by order of the Responsible Person.

25.4. The measures to be taken by or on behalf of the Processor as referred to in article 25.1 will - depending on activities to be executed - consist of: (a) compliance with the provisions of article 7.1: confidentiality obligation; b) installing and keeping a system up to date by which the access to the personal data is protected by means of a authentication method; c) securing the system such that the processor processing the personal data can do so by means of 'up to date' software able to detect viruses, trojans and other malware. d) monitoring of access to the system; e) designating persons responsible for conducting the processing who have been appointed to carry out, and are authorized to grant themselves access on a 'need to know' basis; f) as soon as reasonably possible, but not later than within 50 hours after discovery, to notify the Responsible Person of security incident (s), which on the basis of reasonable suspicion constitute incidents (and) will have adverse effects and/or has a significant chance to compromise the protection of personal data of one or more stakeholders (hereinafter: "Data-leak").

25.5. Processor shall, as soon as possible, take measures which can be reasonably expected from her, to prevent adverse consequences of the Dataleak, or, where appropriate, to restore as much as possible;

25.6. The notification to the Responsible Person in charge shall include the nature of the infringement, the relevant personal data concerned, the period in which the Dataleak has taken place and the measures that the Processor has taken, or proposed, to remedy, or to prevent as much as possible, the identified and foreseeable consequences of the Dataleak; a) To keep track of documentation in which it is registered to which third parties the personal data has been provided; b) adequate physical protection of the areas in which, and the equipment to which the personal data is stored (such as access security, temperature control, measures to prevent and fight fire and water damage); c) Parties may decide for the adoption of additional measures (in addition to the measures mentioned in article 25); d) periodically evaluating the measures.

25.7. The Responsible Person shall himself make the notification as referred to in Article 34a (1) Personal Data Protection Act to the personal data Authority and, if necessary, to an interested party.

25.8. Subject to the prior consent of the Responsible Person, Processor shall save only the personal data on a location in a country that adopts an adequate level of protection. These include the countries within the European economic area and the countries where the European Commission has determined that these countries an appropriate level of protection.

Processor shall, upon request, inform the Responsible Person about the place(s) of storage.

25.9. Processor is aware of the independent personal

data control powers of the authority and other authorised supervisors set by law.

Processor shall cooperate with any investigation and requests for information by the aforementioned supervisor(s) in regards to the processing of personal data.

25.10. Processor will in all reasonableness, and against reimbursement of its reasonable commercial rates, cooperate with the examination referred to under article 25.9.

25.11. The cost of the examination referred to under article 25.9 shall be charged to the Responsible Person, unless and insofar it becomes evident that the aforementioned examination is insufficient and attributable to the Processor, in which case the actual cost of the Examination shall be reimbursed against reasonable internal rates-on behalf of Processor, and will be accompanied by the underlying invoices, as far as related to the breach of the Processor.

25.12. Responsible Person and Processor shall, if necessary, consult with each other to see whether, and to what extent, adjustments of the organizational and security measures are necessary to meet the requirements of the applicable mandatory law protecting personal data and which party shall bear the costs thereof.

25.13. The Parties shall, as soon as possible, after receiving a binding indication of the competent supervisory authority to make adjustments to the organizational security measures and discuss the necessary measures to meet indicated in the indication and which party will bear the costs thereof.

25.14. In order to enable the Responsible Person to monitor compliance in accordance with the measures listed under 25.4, Processor shall, upon request of the Responsible Person, deliver a report of the security - as well as any security incidents of the previous year, and of the security policy of the proceeding year.

Responsible Person has, at any time the right to, in consultation with the Processor and with regards to a reasonable period of time, have the technical and organisational security measures evaluated by an independent auditor. The cost for this audit shall be borne by the responsible.

25.15. The parties will mutually (have) observe strict confidentiality in regard to the security measures adopted. Parties shall only report security incidents to the appropriate supervisor (s) and any person(s) concerned in accordance with the provisions of the data protection act.

26. SECRECY

26.1. Processor is required to maintain the confidentiality of the Personal data of the Responsible Person provided. The Processor is not allowed to show, provide or otherwise, the personal data to any third party, unless required or permitted pursuant to the contract, as set out in the agreement, the General terms of delivery and/or these special conditions, resulting

from additional activity of responsible or from a legal obligation or if prior written consent of the Responsible Person is obtained.

26.2. Processor shall ensure that any person acting under its authority, is required to maintain the confidentiality of the personal data which he/she becomes aware of.

26.3. If the processor is under a legal obligation to provide information, will the processor shall verify the grounds of the request and verify the identity of the applicant, and inform the Responsible Person thereof prior to the disclosing the relevant information. Unless prohibited by applicable laws and regulations.

27. LIABILITY

27.1. Responsible Person carries full responsibility and is consequently fully liable for the pursued goal of processing, use and contents of the personal data, the provision to third parties, the duration of the storage of personal data, the method of processing and tools used therefore, except insofar attributable to the Processor.

27.2. Responsible shall indemnify Processor against any (damage) claim or fine, on account of whatever reason, of involved parties or third parties for violation of applicable legislation protecting personal data or other applicable legal obligations and the obligations contained in these special conditions, unless, and to the extent that, the claim or fine (damage) resulting from any act and/or omissions is attributable to processor.

27.3. Processor will indemnify Responsible Person against any claim, on whatever account, of involved parties for violation of applicable legislation protecting personal data or other applicable relevant statutory requirements, as long as the (damage) claim arising from any act or omission is attributable to processor, all this subject to the provisions of article 27.4.

27.4. Processor is liable towards Responsible Person as provided for in article 18 of the General delivery terms.

28. RETENTION PERIOD AND CONSEQUENCES OF TERMINATION

28.1. Processor shall not store the personal data longer than the end of the contract under which the data are processed or if another retention period has been agreed upon between the parties or as far as the provisions of article 28.2 are applicable, but no longer than this period, The data shall thereafter be removed by Processor as soon as possible.

28.2. On request and reasonable cost of Responsible Person, Processor will, within a reasonable period of time after termination of the agreement, provide a backup of personal data such as on the system (under management) of processor, in a legible format by means of an accessible medium. Such a request must be made before the end of the agreement, unless this cannot be reasonably expected from Responsible Person, in which case the request can be made no later than 60 calendar days after the end of the agreement.