

Nelson+

Terms and Conditions for the Provision of Services

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Applicability of Supplier Terms

These General Terms and Conditions for the Provision of Services ("Supplier Terms") apply only where expressly permitted by, and shall be subject to, the Crown Commercial Service (CCS) G-Cloud 15 Framework Agreement and the associated Call-Off Contract entered into between the Customer and Nelson+ B.V.

In the event of any conflict or inconsistency between these Supplier Terms and the CCS Call-Off Contract, the CCS Call-Off Contract shall take precedence.

General Terms and Conditions for the Provision of Services

General Terms and Conditions for the Provision of Services These General Terms and Conditions for the Provision of Services (hereinafter referred to as "Terms") govern the contractual relationship between **Nelson+ B.V.**, a company incorporated in the Netherlands, with a registered office at **Prof. ED Wiersmastraat 5, 9713 GH, Groningen** (hereinafter referred to as the "Supplier"), and any client engaging the Supplier for the provision of services (hereinafter referred to as the "Customer"), and set forth the respective rights, obligations, and responsibilities in relation to the services provided. A.

GENERAL PROVISIONS

1. Applicability Terms and Conditions

1.1 These Terms apply to all offers, agreements, and contracts entered into between the Supplier and the Customer (collectively referred to as the "Parties") under which the Supplier delivers goods and/or provides services of any nature to the Customer, herein after the contract.

1.2 Any deviations from or amendments to these Terms shall be valid only if agreed upon in writing by the Parties.

1.3 The applicability of any purchasing or other terms and conditions of the Customer is excluded.

1.4 If any provision of these Terms is deemed null and void, the remaining provisions shall remain in full force and effect. The Supplier and the Customer shall mutually agree on new provisions to replace any provisions deemed null and void.

2. Offers and proposals

2.1 All offers and other communications of the Supplier are subject to confirmation, unless the Supplier explicitly states otherwise in writing.

2.2 The Customer warrants that all information provided by it or on its behalf to the Supplier, upon which the Supplier has relied in formulating its offer, is accurate and complete.

3. Price and payment

3.1 All prices are stated in € (EURO) and are exclusive of Value Added Tax (VAT) and any other government-imposed levies, unless explicitly specified otherwise in the Software Provision Agreement.

3.2 The Customer may not derive any rights or expectations from a cost estimate or budget issued by the Supplier unless the Parties have otherwise agreed in writing.

3.3 An available budget made known to the Supplier by the Customer shall only apply as a (fixed) price agreed between the Parties for the performance to be delivered by the Supplier if this has been expressly agreed in writing.

3.4 If, according to a contract concluded between the Parties, the Customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable for the fulfilment of the contract with the Supplier.

3.5 Information from the Supplier's records shall constitute conclusive evidence regarding the performance delivered and the amounts owed by the Customer, without prejudice to the Customer's right to present evidence to the contrary.

3.6 If a periodic payment obligation on the part of the Customer applies, the Supplier shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract.

3.7 The Parties shall establish the date or dates on which the Supplier will invoice the Customer for the services as agreed in the contract. All amounts owed must be paid by the Customer in accordance with the agreed-upon payment terms or the terms specified on the invoice. The Customer shall not suspend any payments and shall not have the right to offset any amounts owed.

3.8 If the Customer fails to pay amounts due or fails to do so on time, the Customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the Customer fails to pay the amount due after a demand for payment or a notice of default has been issued, the Supplier shall be entitled to refer the debt for collection, in which case the Customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to the Supplier's other legal and contractual rights.

4. Term of the contract

4.1 If the Parties have mutually agreed upon a specific duration for the contract, it shall remain in effect for the agreed-upon term. In the absence of an agreed term, the contract shall be deemed to have a duration of one (1) year.

4.2 The contract shall automatically renew for consecutive terms equal to the originally agreed duration, unless either party provides written notice of termination at least three (3) months prior to the expiration of the term.

4.3 The Supplier reserves the right to amend the terms of the contract prior to each renewal and will notify the Customer of any changes in writing at least thirty (30) days prior to the renewal date.

5. Confidentiality and transfer of personnel

5.1 The Parties shall ensure that all information received from the other party, which the receiving party knows or should reasonably know to be confidential, is kept strictly confidential. The Supplier shall be exempt from this confidentiality obligation if it is required to disclose the information to a third party pursuant to a court order or statutory obligation, or if such disclosure

is necessary for the proper performance of the contract. The receiving party may only use confidential information for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the Parties.

5.2 The Customer acknowledges that software originating from the Supplier is always confidential in nature and that this software contains trade secrets of the Supplier and its Suppliers or the producer of the software.

5.3 During the term of the contract and for one year following its termination, neither party shall employ or otherwise directly or indirectly engage employees of the other party who are or were involved in the performance of the contract, without prior consent from the other party. Such consent may be subject to conditions, including the requirement for the Customer to pay reasonable compensation to the Supplier.

6. Privacy and data processing

6.1 The Customer shall on request provide the Supplier with written information regarding its compliance with legal obligations pertaining to the protection of personal data, as necessary for the performance of the contract.

6.2 The Customer shall indemnify and defend the Supplier against any claims brought by individuals whose personal data is recorded or processed in a register maintained by the Customer, or for which the Customer is legally responsible, unless the Customer can demonstrate that the circumstances leading to such claims are directly attributable to the actions of the Supplier.

6.3 The Customer assumes full responsibility for any data it processes in connection with the Supplier's services and represents and warrants that the content, use, and processing of such data comply with applicable laws and do not infringe upon any third-party rights.

6.4 In the event that the Parties enter into a Data Processing Agreement (DPA), the terms of the DPA shall take precedence over any conflicting provisions in prior agreements and shall constitute the primary governing document for the processing of personal data.

7. Security

7.1 In the event that the Supplier is obligated to implement information security under the terms of the contract, such measures shall comply with the specifications mutually agreed upon in writing by the Parties. The Supplier will make reasonable efforts to ensure the effectiveness of its implemented security measures, but cannot guarantee that these measures will be entirely effective in all circumstances. In the absence of explicitly defined security methods within the contract, the Supplier shall provide security measures that meet industry standards deemed reasonable, taking into account the current state of technology, the sensitivity of the information being protected, and the associated costs of the implemented security measures.

7.2 Access codes, identification codes, and certificates provided by the Supplier to the Customer, or generated as a result of the Supplier's activities, are classified as confidential information. The Customer shall treat all such codes and certificates with strict confidentiality and shall limit access exclusively to authorized personnel within its organization. The Supplier retains the right to modify access codes or identification credentials.

7.3 The Customer is responsible for securing its systems and infrastructure, ensuring the continuous operation of up-to-date antivirus software, and implementing all necessary measures to prevent unauthorized access and data breaches.

7.4 In the event of any security breach or incident, the affected party shall promptly notify the other party in writing and shall take all reasonable measures to mitigate any potential harm arising from the breach. The Parties shall cooperate fully in the investigation of the incident and in the implementation of necessary corrective actions to prevent future occurrences.

8. Retention of title, reservation of rights and suspension

8.1 The Supplier retains full ownership of all software, equipment, and other materials delivered to the Customer under the contract until the Customer has fulfilled all of its payment and other contractual obligations. Intellectual property rights and proprietary interests in any software or services provided under the contract remain with the Supplier or its licensors at all times. If the Customer acts as a reseller, it may sell and supply items subject to the Supplier's retention of title, but only as part of its ordinary course of business.

8.2 All rights, including intellectual property rights, to software, data files, websites, documentation, training materials, and any other deliverables provided to the Customer under the contract are reserved by the Supplier. The Customer only obtains the non-exclusive rights of use that are expressly granted under the contract or applicable law.

8.3 The Supplier reserves the right to suspend its obligations under the contract, including access to software and services, if the Customer fails to meet its payment or other contractual obligations. Such suspension does not release the Customer from its obligations to pay outstanding amounts due or fulfill other contractual commitments.

8.4 The Supplier may retain any information, documents, software and/or data files created or received under the contract until the Customer has fulfilled all payment obligations.

9. Risk transfer

9.1 The risk of loss, theft, unauthorized access, or damage to any items, information (including usernames, access codes, and passwords), documents, software, or data files created, provided, or used in connection with the provision of services under the contract shall transfer to the Customer once the Customer, or an authorized representative, takes actual possession of such items or information.

10. Intellectual property

10.1 All intellectual property rights to the software, websites, data files, equipment, training materials, and testing or examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the Customer under the contract are exclusively owned by the Supplier, its licensors, or its Suppliers.

10.2 The Customer is granted usage rights as specified in these Terms, the written contract between the Parties, and applicable laws. Any rights granted to the Customer are non-exclusive and may not be assigned, pledged, or sublicensed.

10.3 The Customer shall not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property

right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.

10.4 Even if not expressly provided for in the contract, the Supplier may always take technical measures to protect equipment, data files, websites, software made available, software to which the Customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The Customer agrees not to remove, bypass, or facilitate the removal or bypassing of these technical measures.

10.5 The Supplier indemnifies the Customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the Supplier itself infringe an intellectual property right of that third party, subject to the condition that the Customer immediately informs the Supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the Supplier. The Customer shall provide the powers of attorney and information required to the Supplier and assist the Supplier to defend itself against such claims. This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to the Supplier by the Customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the Customer in the software, , data files, equipment or other materials without the Supplier's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the Supplier itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the Supplier, there is a good chance that such an infringement is occurring, the Supplier shall if possible ensure that the Customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the Supplier due to infringement of a third party's intellectual property right is excluded.

10.6 The Customer guarantees that providing the Supplier with equipment, software, materials intended for websites, data files, or other designs for use, maintenance, processing, installation, or integration does not infringe upon any third-party rights. The Customer agrees to indemnify and hold the Supplier harmless from any claims made by third parties alleging that such provision, use, maintenance, processing, installation, or integration infringes their rights.

10.7 The Supplier is not obligated to perform data conversion unless such obligation has been explicitly agreed upon in writing by both Parties.

11. Obligations to cooperate

11.1 The Parties acknowledge that the success of work in the field of information and communications technology relies on effective and timely cooperation between the Parties. The Customer shall provide all cooperation reasonably required by the Supplier in a timely manner.

11.2 The Customer assumes all risks associated with the selection of items, goods and/or services to be provided by the Supplier. The Customer is responsible for ensuring that the specifications and requirements for the Supplier's performance are accurate and complete. Any measurements or details provided in drawings, images, websites, offers, or similar documents shall not be binding on the Supplier unless expressly stated otherwise.

11.3 If the Customer assigns employees and/or auxiliary persons in the performance of the contract, such individuals must possess the necessary knowledge and experience. Should the Supplier's employees work on the Customer's premises, the Customer shall provide, in a timely manner and at no cost, the necessary facilities, including workspace, computer, and network resources. The Supplier shall not be liable for any damages or costs arising from transmission errors, malfunctions, or the unavailability of these facilities, except where the Customer demonstrates that such damages or costs result from intentional misconduct by the Supplier's management.

11.4 The workspace and facilities provided by the Customer must comply with all applicable legal requirements. The Customer shall indemnify the Supplier against any claims from third parties, including the Supplier's employees, arising from injuries incurred during the performance of the contract due to the acts or omissions of the Customer or unsafe conditions within the Customer's organization. The Customer shall ensure that the company policies and safety regulations are communicated to the Supplier's employees prior to the commencement of work.

11.5 If the Customer provides software, equipment, or other resources to the Supplier in connection with the Supplier's services and products, the Customer guarantees that all necessary licenses or approvals required by the Supplier in relation to these resources have been obtained.

11.6 The Customer is responsible for the management, including the verification of settings, and the use of products and services supplied by the Supplier. The Customer shall ensure that all users are adequately instructed and understand how to use these products and services correctly.

11.7 The Customer shall be responsible for the installation, organization, configuration, and tuning of any software and support software required on its equipment. If necessary, the Customer shall modify its equipment, other software, and operating environment to achieve the desired interoperability.

12. Obligations to provide information

12.1 To facilitate the effective performance of the contract, the Customer shall provide all information reasonably required by the Supplier to the Supplier in a timely manner.

12.2 The Customer guarantees that the information, designs and specifications provided to the Supplier are accurate and complete. Should the Supplier identify any apparent inaccuracies in the provided materials, the Supplier will consult with the Customer for clarification.

12.3 To ensure continuity throughout the Supplier's engagement, the Customer shall appoint one or more designated contact persons. These individuals shall possess the requisite experience, specialized knowledge of the subject matter, and a comprehensive understanding of the Customer's objectives.

12.4 The Supplier will provide periodic updates regarding the progress of the work solely through the designated contact person(s) appointed by the Customer.

13. Project and steering groups

13.1 If both Parties are participating in a project or steering group through one or more employees that they have deployed, the provision of information shall take place in the manner agreed for the project or steering group.

13.2 Decisions made in a project or steering group in which both Parties are participating shall only be binding for the Supplier if the decisions are made in accordance with that which has been agreed between the Parties in writing in this regard or, in the absence of written agreements in this context, if the Supplier has accepted the decisions in writing. The Supplier is not obliged to accept or implement any decision if it determines that the decision is incompatible with the contract's content or effective execution.

13.3 The Customer guarantees that the persons that it has designated to participate in a project or steering group are authorised to make decisions that are binding for the Customer.

14. Terms

14.1 The Supplier shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the Parties. The interim dates and delivery dates specified by the Supplier or agreed between the Parties shall always apply as target dates, shall not bind the Supplier and shall always be indicative.

14.2 If a term is likely to be exceeded, the Supplier and Customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.

14.3 In all cases, therefore also if the Parties have agreed firm deadlines and delivery periods or dates and delivery dates, the Supplier shall only be in default as a result of a period of time being exceeded after the Customer has declared the Supplier to be in default in writing and a reasonable term that the Customer granted to the Supplier to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the Supplier the opportunity to respond adequately.

14.4 If it has been agreed that the work under the contract is to be performed in phases, the Supplier shall be entitled to postpone the start of a phase's work until the Customer has approved the results of the preceding phase in writing.

14.5 The Supplier shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the Parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the Customer fails to fulfil its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the Customer to give notice of termination or to rescind the contract.

15. Termination of the contract

15.1 Either party may terminate the contract due to an attributable failure in performance by the other party, provided that the terminating party has issued a detailed written notice of default and allowed a reasonable period for the other party to remedy the failure. The Customer's payment obligations, as well as all obligations of the Customer and any third party engaged by

the Customer to cooperate and provide necessary information, shall remain in effect under all circumstances.

15.2 Either party may terminate a contract established for an indefinite duration by providing written notice to the other party, clearly stating the reasons for termination, following prior consultation. In the absence of a mutually agreed-upon notice period, a standard notice period of three (3) months shall apply.

15.3 For contracts of definite duration, the Customer may only terminate the contract in accordance with the specific conditions outlined in these Terms. The Supplier shall not be liable for any compensation or damages resulting from such terminations.

15.4 Upon termination of the contract, the Customer shall remain liable for all obligations related to any goods or services that have already been received, including payment obligations. Payment may only be disputed if the Customer can demonstrate that the Supplier has failed to fulfill its primary obligations concerning those goods or services. Amounts invoiced by the Supplier for any services delivered in accordance with the contract prior to termination shall remain payable in full and shall become immediately due upon termination.

15.5 Either party may terminate the contract, in whole or in part, with immediate effect and without notice of default if the other party is granted a moratorium, has a bankruptcy petition filed against it, or is liquidated or dissolved for reasons other than restructuring or a merger. The Supplier may terminate the contract without notice if there is a direct or indirect change in the decisive control of the Customer's company. In such instances, the Supplier shall not be obligated to refund any amounts already received or provide compensation due to the termination. If the Customer is declared irrevocably bankrupt, all rights to use the software provided by the Supplier shall terminate immediately, including any rights to access or utilise the Supplier's services, without any requirement for formal termination by the Supplier.

16. Liability of the Supplier

16.1 The Supplier's total liability for any claims arising from an attributable failure to perform under the contract, including breaches of warranty obligations, shall be limited to compensation for direct losses up to the amount paid by the Customer for the contract (excluding VAT) and shall not exceed EUR 500,000 (five hundred thousand euros). For contracts involving ongoing performance over a period exceeding one year, the relevant amount shall be based on the total annual payments (excluding VAT).

16.2 The Supplier shall not be liable for any indirect losses, consequential damages, loss of profits, lost savings, diminished goodwill, business interruption, claims made by the Customer's Customers, or any losses resulting from the use of items, materials, or software provided by third parties at the Customer's request, nor for any corruption, destruction, or loss of data or documents.

16.3 The exclusions and limitations specified in Sections 16.1 and 16.2 are in addition to any other exclusions or limitations of liability outlined in these Terms and shall not affect any other rights the Supplier may have.

16.4 The exclusions and limitations referred to in Sections 16.1 to 16.3 shall not apply in instances of wilful misconduct or gross negligence by the Supplier's management.

16.5 Unless performance by the Supplier is permanently impossible, the Supplier shall only be liable due to an attributable failure in the performance of the contract if the Customer declares the Supplier to be in default in writing without delay, and grants the Supplier a reasonable term to remedy the breach, and the Supplier culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach in sufficient detail to enable the Supplier to adequately respond.

16.6 To establish any right to compensation, the Customer must notify the Supplier in writing of any loss as soon as it occurs. Any claim for compensation against the Supplier shall be barred unless the Customer initiates legal proceedings within 24 months from the date the claim arises.

16.7 The Customer shall indemnify and hold harmless the Supplier from any and all claims by third parties arising from product liability due to defects in any product or system supplied by the Customer to a third party, which includes equipment, software, or other materials provided by the Supplier. The Supplier can only be liable if the Customer can demonstrate that the defect was caused solely by the Supplier's provision of such equipment, software, or materials.

16.8 The provisions of this Article and all other limitations and exclusions of liability referred to in these Terms shall extend to the benefit of all individuals and entities engaged by the Supplier in the performance of the contract.

17. Force majeure

17.1 Neither party shall be liable for any failure to perform its obligations under the contract if such failure results from force majeure. For the Supplier, force majeure includes, but is not limited to: (i) force majeure affecting its Suppliers; (ii) inadequate performance by third-party Suppliers designated by the Customer; (iii) defects in items, equipment, software, or materials supplied by third parties as specified by the Customer; (iv) government actions or regulations; (v) power outages; (vi) failures in Internet, data network, or telecommunications services; (vii) acts of war; and (viii) significant transportation disruptions.

17.2 Either party shall have the right to terminate the contract in writing if a force majeure event persists for more than sixty (60) days. In the event of such termination, any services performed under the contract prior to the force majeure event shall be compensated on a proportional basis, and neither Party shall have any further obligations to the other party under the contract.

18. Changes and additional work

18.1 If, at the request or prior consent of the Customer, the Supplier performs work or supplies goods or services that are outside the scope of the agreed work or services, the Customer shall compensate the Supplier for such additional work or services in accordance with the agreed rates. If no rates have been established between the Parties, the Customer shall pay the Supplier's standard rates. The Supplier is under no obligation to fulfill such requests and may require a separate written agreement to be executed for such additional work.

18.2 In the event that a fixed price has been agreed for the provision of services, the Supplier shall, upon the Customer's request, provide written notification regarding the financial implications of the additional work or provision of goods or services referenced in this Article.

19. Transfer of rights and obligations

19.1 The Customer shall not sell, transfer or pledge its rights and obligations under the contract to any third party without the prior written consent of the Supplier.

19.2 The Supplier reserves the right to sell, transfer or pledge its claims for payment of amounts owed to it under the contract to a third party.

20. Applicable law and disputes

20.1 Contracts between the Supplier and Customer are governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

20.2 Disputes that arise by reason of the contract concluded between the Parties and/or by reason of any further contracts deriving from it shall be governed by and construed in accordance with the laws of the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures.

20.3 Each party irrevocably agrees that the Courts of Utrecht, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract all subject matter and formation (including non-contractual disputes or claims).

PROVISION OF SERVICES**21. Service Provision**

21.1 Any contract or agreement entered into between the Supplier and the Customer under which the Supplier delivers goods and/or provides services of any nature to the Customer, shall be governed by the provisions outlined in these Terms. The specific terms of each such contract, including the scope of services, conditions of performance, pricing, and other relevant provisions, shall be detailed therein, referred to as the contract, subject to the terms set forth in this document.

21.2 Any agreements concerning a service level (or support level agreement) shall be expressly agreed by the Parties in writing. The Customer shall inform the Supplier without delay about any circumstances that affect or that could affect the service level and its availability.

21.3 If agreements about a service level have been made, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by the Supplier in advance and circumstances beyond the Supplier's control are not taken into account. The availability measured by the Supplier shall count as conclusive evidence, subject to evidence to the contrary produced by the Customer.

21.4 If the services provided to the Customer under the contract include making backups of the Customer's data, the Supplier shall make a complete backup of the Customer's data in its possession in accordance with the periods agreed in writing. The Supplier shall retain the backup for the duration of the agreed term or for the duration of the Supplier's usual term if

agreements have not been made in this regard. The Supplier shall retain the backup with due care.

21.5 The Customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

21.6 The Supplier shall provide services during its standard working hours. If so requested, the Customer shall make arrangements to enable the Supplier to perform work outside of these hours at the Customer's office or designated location.

22. Service performance

22.1 The Supplier shall perform its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the Customer. All services by the Supplier shall be performed on the basis of an obligation to use best endeavours unless and insofar as the Supplier has explicitly guaranteed a specific outcome in the written contract and that outcome has been defined with sufficient clarity in the contract.

22.2 The Supplier shall not be liable for loss or costs that are the result of the use or misuse of access or identification codes or certificates unless the misuse is the direct result of deliberate intent or recklessness on the part of the Supplier's management.

22.3 If the contract is entered into with the intention of performance by a specific individual, the Supplier reserves the right to substitute that individual with one or more persons possessing equivalent and/or similar qualifications.

22.4 The Supplier is not obliged to comply with the Customer's instructions in the performance of its services, especially if such instructions change or expand the agreed-upon content and scope of services. If the Supplier chooses to follow these instructions, payment for the additional work shall be made at the Supplier's standard rates.

22.5 The Supplier's performance obligations do not include maintaining the software or providing support to users and administrators of the software. If the Customer requests such services, the Supplier will charge the standard rates and may require execution of a separate written service level agreement to outline the terms and conditions for the maintenance and support provided.

22.6 The use that the Customer makes of advice and/or a consultancy report issued by the Supplier shall always be at the Customer's risk. The onus to prove that the advisory services or the way in which they are performed are not in conformance with that which has been agreed in writing or may be expected from a competent Supplier acting reasonably is entirely on the Customer, without prejudice to the Supplier's right to furnish evidence to the contrary through all means.

22.7 The Customer shall not disclose the Supplier's way of working, methodologies and techniques and/or the content of the Supplier's advice or reports to any third parties without the Supplier's prior written consent, and shall refrain from providing the Supplier's advice or reports to third parties or making such advice or reports public in any manner.

22.8 If the Supplier performs work relating to the data of the Customer, its employees or users pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work shall be charged to the Customer.

23. Protection of personal data

23.1 Under legislation pertaining to the processing of personal data, such as the Personal Data Protection Act, the Customer has obligations towards third parties, such as the obligation to provide information and allow the person concerned to inspect his or her personal data, and correct and delete the personal data of the person concerned. The Customer is fully and solely responsible for the fulfilment of these obligations. The Parties maintain that the Supplier is the Processor within the meaning of the Personal Data Protection Act with respect to the processing of personal data.

23.2 To the extent that doing so is technically possible, the Supplier shall provide support in the context of the obligations that the Customer must fulfil as referred to in Section 23.1. The costs associated with this support are not included in the agreed prices and payments and shall be borne by the Customer.

SOFTWARE PROVISION

24. Right of use and restrictions on use

24.1 The Supplier shall make the agreed computer programs and agreed user documentation, hereinafter referred to as the “software”, available to the Customer for use for the duration of the contract on the basis of a licence for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed.

24.2 The Supplier's obligation to make available and the Customer's right of use extend only to the software's object code. The Customer's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the Customer.

24.3 The Supplier may require the Customer to refrain from using the software until the Customer has received all necessary training, certificates, and/or access codes from the Supplier, the Supplier's Supplier, or the software producer. The Customer acknowledges that the Supplier reserves the right to determine the content and extent of any training provided.

24.4 If the Parties have agreed that the software may only be used in combination with certain equipment, the Customer shall in the event of any malfunction of this equipment be entitled to use the software on other equipment with the same qualifications during the time that the original equipment remains defective.

24.5 The Supplier reserves the right to implement technical measures to protect the software against unauthorized use and to prevent its use for purposes other than those agreed upon by the Parties. The Customer shall not remove, bypass, or attempt to circumvent any technical measures intended to protect the software, nor shall the Customer permit any third party to do so.

24.6 The Customer shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.

24.7 The Customer may only use the software in and for its own company or organisation and only insofar as doing so is necessary for the intended use. The Customer shall not use the

software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.

24.8 The Customer shall not sell, ren, lease, assign, transfer or otherwise dispose of the software or any media on which the software is recorded, nor grant any limited rights or make the software available to any third parties, in any form or for any purpose.

24.9 Except as provided by law, the Customer shall not modify any part of the software without obtaining prior written consent from the Supplier. The Supplier reserves the right to refuse such consent or to impose conditions on its approval. The Customer assumes full responsibility for any modifications made by itself or by third parties at the Customer's request, regardless of whether such modifications were approved by the Supplier.

24.10 The contract between the Parties, insofar as it pertains to the provision of software for use, shall under no circumstances be interpreted as a purchase agreement.

25. Software Delivery

25.1 The Supplier shall make the software and any associated user documentation available to the Customer for use available within a reasonable term following the conclusion of the contract. All user documentation shall be made available digitally in a language specified by the Supplier. The Customer shall ensure that all necessary facilities to use the software are promptly in place after the contract is concluded.

25.2 The Supplier shall make the software available to the Customer through the delivery method specified in the contract. By default, the delivery method is Software as a Service (SaaS) allowing the Customer to remotely access the software via a data network, with the Supplier maintaining this access without providing a physical carrier. Any alternative delivery method regarding the type of data carrier must be explicitly agreed upon in writing by the Parties. The Supplier expressly disclaims any obligation to provide hosting services that are essential for the Software as a Service (SaaS) model within the scope of its service provision. The Customer acknowledges that such hosting services are excluded from the Supplier's responsibilities.

25.3 The Customer shall not permit third parties to access or use the services provided by the Supplier in connection with the SaaS solution.

25.4 Installation of the software at the Customer's business location shall occur only if explicitly agreed upon by the Parties. If no such agreement has been made, the Customer shall be responsible for the installation, organization, parameterization, tuning, and modification of the equipment and operating environment as needed.

25.5 Upon termination of the contract, the Customer shall return all copies of the software in its possession to the Supplier without delay. If the contract specifies that the Customer is required to destroy the copies instead, the Customer shall provide written confirmation of such destruction to the Supplier. The Supplier shall not be obligated to assist with any data conversion requests made by the Customer at or after the termination of the contract.

26. Software Development

26.1 In the event that the specifications or design of the software to be developed are not provided prior to the execution of the contract, the Parties shall mutually agree in writing on the software requirements, development timelines, and associated costs. The Supplier shall

commence development upon receiving written confirmation from the Customer of these agreed terms.

26.2 The Supplier shall develop the software with due care in accordance with the expressly agreed specifications, where applicable, considering the documented project organisation, methods, techniques, and procedures of the Customer.

26.3 If the Parties use a development method based on iterative design and/or development of the software or parts of the software, the Parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract. During the performance of the contract, the Parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The Customer accepts the risk that the software may not necessarily meet all specifications. The Customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of these end users is supported by the Customer's organisation. The Customer guarantees that the employees whom it deploys and who are appointed to key positions shall have the decisionmaking powers required for these positions. The Customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If the Customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the development method concerned, the Supplier shall be entitled, though not obliged, to make the decisions that it deems to be appropriate.

27. Software Acceptance

27.1 The Customer shall conduct an acceptance test to verify that the delivered software complies with the functional and technical specifications and shall provide written confirmation of validation to the Supplier. The acceptance test shall be executed by the Customer's trained personnel, who possess the requisite qualifications and have obtained written confirmation from the Supplier affirming their competency to evaluate the software's capabilities.

27.2 The Customer shall not use the software for production or operational purposes prior to the completion of the acceptance test, which must be confirmed in writing by the Supplier, or during the designated test period.

27.3 If the Parties have not agreed to conduct an acceptance test, the Customer shall accept the software in the condition provided by the Supplier, including all visible and hidden errors and defects, without prejudice to the Supplier's obligations under the contract. In this case, the software will be considered accepted upon completion of the installation.

27.4 If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the Customer shall report the test results to the Supplier in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. The Supplier shall strive to the best of its ability to fix the errors referred to within a reasonable term.

The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.

27.5 The Customer may not refuse to accept the software for reasons that are not related to the specifications expressly agreed in writing between the Parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing without prejudice to the Supplier's obligation to fix these minor errors. In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.

27.6 The Parties shall consider the software accepted under the following conditions:

27.6.1 if the Parties have agreed an acceptance test: on the first day following the Supplier's written confirmation that the acceptance test has been successfully completed, or

27.6.2 if the Supplier receives a test report as referred to in Section 27.4 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to Section 27.5, do not prevent acceptance, or

27.6.3 if the Customer uses the software in any way for production or operational purposes: at the time at which this use occurs.

27.7 If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to acceptance of a previous phase and/or a different part.

27.8 Acceptance of the software, as outlined in this Article, shall release the Supplier from all obligations related to the provision, delivery, and installation of the software. Acceptance of the software shall be without prejudice to the Customer's rights based on Section 27.5 regarding minor defects and Article 29 Guarantee.

28. Payment obligations

28.1 The Customer shall be responsible for paying the Supplier for the right to use the software at the agreed times or, if no specific time has been agreed:

28.1.1 if the Parties have not agreed that the Supplier shall install the software:

28.1.1.1 when the software is delivered;

28.1.1.2 or, in the case of periodically owed payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;

28.1.2 if the Parties have agreed that the Supplier shall install the software:

28.1.2.1 upon completion of installation;

28.1.2.2 or, in the case of periodically owed payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term.

28.2 The Customer shall owe the payment specified in the contract for the SaaS. In the absence of an agreed payment schedule, all amounts that relate to the SaaS provided by the Supplier shall be due monthly in advance.

28.3 Any development work requested by the Customer shall include the payment for the right to use the software for the duration of the contract. In the absence of an agreed payment schedule, all amounts relating to the design and development of the software shall be due monthly in advance.

28.4 Payments for development of software requested by the Customer do not include amounts related to support software, program and data libraries, installation services, modifications and/or maintenance requested by the Customer, or user support for the software.

28.5 Any maintenance fee specified in the payment schedule does not include costs of (replacing) parts and maintenance services for the repair of malfunctions that were entirely or partly caused by attempts at repair by Parties other than the Supplier; the maintenance fee shall be due regardless of the Customer is using the software or exercising the option of maintenance.

28.6 If maintenance or support fees are not specified in the payment schedule, all fees related to these services provided by the Supplier, shall be payable monthly in advance, regardless of whether or not the Customer is using the software or exercising the option of maintenance or support.

28.7 If the Customer requests training sessions to be conducted in-person, the Supplier may arrange for on-site training at an additional expense. The Customer acknowledges that an additional fee is applicable for on-site training, as well as for any training or training resources provided outside the scope of the contract, and that payment must be remitted prior to the initiation of such training. If the Customer fails to ensure timely payment, the Supplier reserves the right to postpone or cancel training services and any related resources until the outstanding amount is received in full.

29. Guarantee

29.1 The Supplier does not guarantee that the software provided is free from errors or operates without interruptions, is fully compatible with all web browser types or other software, or is suitable for operational use, that all errors can be resolved, that updates will be provided in a timely manner in accordance with changes in relevant legislation and regulations, or that defects in any thirdparty software will be addressed.

29.2 The Supplier shall strive to the best of its ability to fix errors within a reasonable term, if these errors are reported in writing in a detailed manner to the Supplier within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. The Supplier reserves the right to postpone such fixes until a new version of the software is operational.

29.3 The Supplier shall perform error corrections to the software at no charge unless the software was developed at the Customer's request under a variable pricing model, in which case the Supplier will charge for such corrections according to its standard rates. Error correction will be conducted in a manner determined by the Supplier, who reserves the right to implement temporary solutions, program bypasses, or limitations within the software to avoid issues.

29.4 The Supplier may charge for error corrections at its standard rates if such corrections are necessary due to user errors, improper use of the software by the Customer, or causes not attributable to the Supplier. The Supplier's obligation to correct errors will be void if the

Customer modifies the software or permits modifications without the Supplier's prior written consent.

29.5 The Customer acknowledges the necessity of identifying and managing risks to its organization based on the Supplier's guidance concerning measures to prevent and mitigate the effects of malfunctions, defects, corruption, or loss of data. The Supplier may offer assistance at the Customer's request, subject to reasonable terms and conditions determined by the Supplier. The Supplier is under no obligation to recover any corrupted or lost data.

29.6 The Supplier shall not be liable for any errors reported after the expiration of the warranty period specified in Section 29.2.

30. Software of third parties

30.1 If the Supplier provides third-party software to the Customer, the applicable licence terms of the relevant third party will govern the use of the software between the Supplier and the Customer, superseding any conflicting provisions in these Terms.

30.2 In the event that the third-party licence terms referenced in Section 30.1 are deemed inapplicable or unenforceable in the relationship between the Customer and the Supplier, the provisions of these Terms shall apply in full.

31. Maintenance Services

31.1 If agreed by the Parties, the Supplier shall perform maintenance work with respect to the software specified in the contract according to the agreed service level agreement. The content and scope of the maintenance services to be performed and any applicable service levels will be outlined in a service level agreement. In the absence of a written service level agreement, the Supplier shall be obliged to strive to the best of its ability to repair Malfunctions that have been properly reported to it by the Customer within a reasonable term. The Supplier is entitled, though not obliged, to perform preventive maintenance.

31.2 The Supplier's maintenance obligations do not cover malfunctions caused by user errors, improper use of the equipment, or external factors such as data network connection failures, internet service disruptions, or power supply failures. Additionally, the Supplier shall not be responsible for malfunctions resulting from unauthorized modifications to the equipment by any party other than the Supplier or its representatives, violations of applicable usage conditions, or issues related to software installed on the equipment that are outside the scope of the contract.

31.3 The Supplier shall not be responsible for malfunctions resulting from unauthorized modifications to the equipment by any party other than the Supplier or its representatives, malfunctions arising from the Customer's failure to maintain the equipment in a timely manner, violations of applicable usage conditions, or issues related to software installed on the equipment that are outside the scope of the contract.

31.4 In the event that the Supplier performs investigation or maintenance work related to the exclusions delineated in Sections 31.2 and 31.3, the Supplier shall have the right to charge the Customer at its standard rates. The foregoing shall not affect any amounts payable by the Customer to the Supplier for maintenance services.

31.5 The Supplier is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.

31.6 The Supplier reserves the right to temporarily suspend all or part of the Software as a Service (SaaS) for preventive, corrective, or adaptive maintenance, or for other service-related purposes. The Supplier shall ensure that any such downtime is limited to the minimum necessary duration and, where feasible, shall schedule this downtime outside of regular office hours.

31.7 The Supplier shall not be obligated to recover any data that has been corrupted or lost as a result of malfunctions or maintenance activities.

32. Support Services

32.1 If the services to be provided by the Supplier under the contract include support for users, the Customer and Supplier shall execute a service level agreement to establish the specific terms of the support services.

32.2 If agreed upon in the service level agreement, the Supplier shall establish a support desk to provide email assistance regarding the use and functionality of the software during working hours, effective upon execution of the agreement and in accordance with its terms.

32.3 The support desk shall address properly substantiated requests for support within a reasonable timeframe, following its usual procedures. The Supplier does not guarantee the accuracy, completeness, or timeliness of either the responses provided or the support offered.

32.4 In the event the Customer provides first-line support, the Supplier may establish conditions regarding the qualifications and number of individuals eligible for providing support.

HOSTING

33. Hosting Services

33.1 Server hosting services are explicitly excluded from the scope of services provided by the Supplier. The Customer may choose to provide the necessary hosting services at their discretion. If the Customer opt not to arrange these services, the Parties shall engage in good faith discussions to agree upon the selection of a suitable third-party hosting provider. In the absence of mutual agreement, the Supplier reserves the right to engage its preferred hosting provider.

33.2 In the event the Supplier engages a third-party hosting provider, the Supplier shall act as a proxy to facilitate the delivery of hosting services under the contract and will manage payments for such services, treating them as pass-through costs. The Customer shall be responsible for all costs incurred from the third-party provider these services, regardless of the selected provider. The Supplier will coordinate with the third-party provider and serve as the primary point of contact for the Customer regarding any issues or concerns related to the hosting services.

33.3 The Customer acknowledges that the Supplier not responsible for the performance, uptime, or any issues associated with the hosting services rendered by the third-party provider. The Customer agrees to indemnify and hold harmless the Supplier from any claims, damages, or liabilities arising from or related to the hosting services, including but not limited to any

disruptions in service, data loss, or security breaches. In no event shall the Supplier be liable to the Customer or any third party for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the hosting services, including but not limited to loss of profits, loss of data, or business interruption.

34. Notice and Take Down

34.1 The Customer shall at all times act with due care and lawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties and the privacy of third parties, by refraining from disseminating information in a manner that is contrary to the law, from granting unauthorised access to systems and from spreading viruses or other harmful programs or data, and by refraining from committing criminal acts and violating any other legal obligation.

34.2 To prevent liability towards third parties or limit the consequences thereof, the Supplier is always entitled to take measures with respect to an act or omission of or at the risk of the Customer. Should the Supplier so demand in writing, the Customer shall delete data and/or information from the Supplier's systems without delay. If the Customer fails to do so, the Supplier shall be entitled at its own discretion to delete the data and/or information itself or make it impossible to access the data and/or information. In addition, in the event of a breach or an imminent breach of the provisions outlined in Section 34.1, the Supplier shall be entitled to deny the Customer access to the Supplier's systems with immediate effect and without prior notice. The foregoing shall be without prejudice to any other measures or the exercise of other legal and contractual rights by the Supplier against the Customer. The Supplier shall in this case also be entitled to terminate the contract with immediate effect without being liable towards the Customer for doing so. The Supplier cannot be expected to form an opinion on the merits of the claims of third parties or the Customer's defence, or be involved in any way whatsoever in a dispute between a third party and the Customer. The Customer shall deal with the third party concerned regarding the matter and inform the Supplier in writing.

DEFINITIONS

In this document the following words shall have the following meanings unless the context requires otherwise:

Acceptance test	means the final testing process conducted by the Customer to validate the functionality and performance of the Software provided by the Supplier, including its configuration, integrated systems, and configured workflows, to ensure that the Software meets the agreed-upon specifications.
Agreement	means any agreement between the Supplier and the Customer or third parties related to the provision of services apart from the contract.
Applicable Laws	means any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services are provided to or in respect of.
Commencement Date	means the date on which the contract is signed by the Parties.
Confidential Information	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Agreement including any procurement process which is Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; or designated as confidential by either party or that ought reasonably to be considered as confidential .
Contract	means the principal contract entered into between the Supplier and the Customer for the provision of services, which can refer to a Service Provision Agreement.
Customer	means the party to whom the Supplier will provide services.
Data Processing Agreement	means any document of that name as provided to the Supplier by the Customer.
Data Protection Laws	means any Applicable Laws relating to the processing, privacy, and/or use of Personal Data, as applicable to the provision of services.

Dispute(s)	means any dispute, difference or question of interpretation or construction arising out of or in connection with the terms and conditions, including any dispute, difference or question of interpretation relating to the services, any matters of contractual construction and interpretation relating to the contract.
Documentation	means technical manuals, user manuals, and other materials in printed or digital form that Supplier makes available to the Customer to instruct and assist the Customer with the software.
End User	means the users of the software which can be the Customer and its employees or authorized external individuals directly involved in the Project, if applicable to the provision of services.
Error	means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by the Supplier in the scope of work and, if all or part of the software concerns customised software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the Customer and if it is reproducible.
Intellectual Property Rights	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights related to the software or the services provided by the Supplier.
Maintenance Services	means maintenance services relating to Supplier software, as outlined in the terms and conditions and the Service Level Agreement entered into between the Parties.
Malfunctions	means non-compliance of the software with the software specifications expressly made known by the Supplier in writing or a failure of the software to meet specifications without interruption. A malfunction only applies if it can be demonstrated by the Customer and in addition is reproducible.
Modifications	means any changes to the software, including without limitation, additions to, deletions from, modifications, reconfigurations, alterations, improvements, translations, derivative work, transformations, and or enhancements of the software.

Payment Schedule	means the pricing schedule, payment profile, or commercial schedule, outlined in the contract entered into by the Parties for the provision of services.
Personal Data	means any information that relates to an identified or identifiable individual, as defined in the applicable Data Protection Laws.
Processing	has the meaning given in Data Protection Laws (and related terms such as process and processed have corresponding meanings).
Project	means the specific project related to the provision of services that the Customer and the Supplier are working on together.
Services	means the services as outlines in the contract and/or the scope of work.
Software	means the software including all related components provided by the Supplier.
Term	means the term as set out in the contract.
Third Party	means any provider of services involved in the service delivery related to
Working hours	means week days from 8:30 to 17:00 GMT, excluding Saturdays, Sundays and Dutch national holidays.