General Conditions for the Purchase of IT Services

These general conditions for the purchase of it services apply to all offers and the agreements resulting therefrom between Bedrijf X, keeping office at Haarlem and registered with the local Trade Register under number 12312312, (hereinafter: "Purchaser") and its counterparties (hereinafter: "Supplier").

If the Supplier sets provisions or conditions that derogate from, or are not included in, these purchase conditions, then they bind the Purchaser only to the extent it has explicitly accepted these in writing.

1. Acceptance of quotation

1.1. Supplier provides a quotation, setting out the activities ("Services") it will provide and everything else that shall be included in these Services, as well as the prices and fees for which these service will be delivered. Only the description of Services as stated in the quotation are binding.

1.2. The services generally include the maintenance of hardware and software of Purchaser, the configuation and installation of hardware and software on behalf of the Purchaser, the creation of custom software at the request of Purchaser, and all activites that are directly related to these. Other work or services will only be provided if they are stated in the quotation.

1.3. The quotation from Supplier is without any obligation and is valid until it has been withdrawn by Supplier. After this period, no agreement between Supplier and Purchaser comes into effect, unless the Supplier accepts the Purchaser's acceptance of the quotation nevertheless.

1.4. An agreement is valid from the moment Supplier receives Purchaser's notification of acceptance of the quotation. The quotation shall be signed by Purchaser and returned by mail or e-mail (scan).

1.5. The agreement comes into effect at the moment that Supplier receives the notification of acceptance of the quotation.

1.6. The quotation shall not be deemed accepted before Purchaser has given its unambiguous acceptance of the quotation. Such acceptance shall be regarded to be unambiguous when it has been provided according to the previous sections.

1.7. The Services may only be changed with the consent of both parties, except where provided otherwise in these conditions.

1.8. In case Purchaser requests additional work, Supplier shall provide an appropriate offer.

2. Delivery of services

2.1. After the agreement comes into effect, Supplier will carry out the Services as soon as possible in accordance with the quotation, taking into account any reasonable requirements from Purchaser.

2.2. Purchaser shall make reasonable efforts to do what is required and necessary to allow for a correct and timely performance of the Services. In particular, Purchaser shall make eforts to provide Supplier with all data, of which Supplier has indicated – or

exclusive and full responsibility of Purchaser. Supplier shall give instructions about the desired configuration. If the designated environment does not meet Supplier's standards, Supplier is entitled to refuse to perform the installation and configuration.

4.3. At Supplier's request, Purchaser shall provide access to its environment to employees and auxiliary persons of Supplier, in order to enable installation, configuration, maintenance and modifications of the software. Physical access to hardware shall only be provided if necessary, and only after consultation with Purchaser.

4.4. If third party licenses are necessary for the use of software, Purchaser shall buy these licenses and ensure that conditions therein are met. Purchaser shall indemnify Supplier for claims by third parties concerning the installation and licenses of the software, unless such claims are the result of information or licenses provided by Supplier.

5. Development of works

5.1. If a Service extends to the development, configuration or modification of Works, such as websites, data files, software, documentation, advices, reports, analyses, designs, texts, photographs, movies, sound recordings, images, audio-visual materials, logos or house styles (hereafter: "Works"), Supplier is entitled to use third-party images, software and components for the development, configuration or modification of Works.

5.2. Supplier shall inform Purchaser adequately on all applicable licensing conditions.

5.3. After delivery, the responsibility for correct compliance with third-party licenses in using the developed Works lies with Purchaser.

5.4. Supplier guarantees that the delivered software functions in accordance with the accompanying documentation. Supplier issues this warranty for a period oftwo years.

6. Delivery and acceptance

6.1. After performance of the work or parts thereof, Supplier shall deliver the results when they, according to Supplier's professional opinion, meet the specifications or are ready for normal use.

6.2. Purchaser shall assess, itself or through or with the assistance of a third party, the functioning of the results within a period of fourteen days after delivery. If Purchaser does not reject the delivered results within this period, these shall be deemed to be accepted.

6.3. If the work is develired in phases, Purchaser shall accept or reject the work after delivery of each phase in accordance with the previous paragraph.

6.4. If Purchaser rejects the delivered results in whole or in part, Supplier shall make efforts to take away Purchaser's reasons for such rejection. Supplier shall do this by repairing the results or by motivating why these reasons are not valid. Purchaser shall accept or reject such repairs or motivations within a period of fourteen days.

6.5. If Purchaser rejects the delivered results in whole or in part after the first repair or motivation, these shall be repaired unless Purchaser reasonably determines that the work is completed.

6.6. If a party deems further repairs to be (no longer) useful, both parties are entitled to terminate the agreement as far as the relevant Service is concerned. In such case, Purchaser shall compensate the costs, with a maximum of the actual hours made by Supplier, and shall be entitled to use the rejected work in any way.

6.7. Any liability for defects in the delivered results will lapse after their acceptance, unless Supplier was aware of the defect(s) or should have been aware of such at the time of delivery. In any case, liability for defects in the delivered work lapse after a year of termination of this agreement, regardless of the reason for such termination.

7. Intellectual property rights

7.1. All intellectual property rights in the Services or Works that are developed or delivered in the context of this agreement shall be exclusively vested in Purchaser or its licensors. Intellectual property rights shall be vested in Purchaser, only if explicitly stated in the quotation or explicitly agreed otherwise.

7.2. Purchaser only obtains the user righs that follow from the purpose of this agreement or are granted in writing. Purchaser shall further restrain from reproducing or making available (or otherwise communicate) to the public the Works or other results of the Services.

7.3. Purchaser shall be entitled to modify the Works for which it obtained the user rights.

7.4. Supplier shall make the source files (such as, but not limited to, PSD, HTML/CSS or PHP code) of developerd Works available to Purchaser after payment of the related invoice(s).

8. Prices and payment

8.1. Supplier shall include the rates for delivery of the Services in the quotation.

8.2. Supplier shall not be entitled to charge higher rates for work performed outside office hours, unless this is explicitly stated in the quotation.

8.3. For the amounts payable by Purchaser, Supplier shall send a digital invoice to Purchaser.

8.4. Payment of invoices shall take place within thirty days after receipt of the invoice. If Purchaser has not paid after expiration of this period, Purchaser shall only be in default after it has been serviced a notice of default.

8.5. If an invoice has not been paid within the term of payment, the statutory interest rate on the oustanding invoice is due.

8.6. If an amount due is not paid within the payment term, the Supplier is not entitled to suspend the delivery of the Services.

8.7. If Purchaser believes that (a part of) the invoice is incorrect, it shall report this to Supplier within the payment term. The payment of the disputed part of the invoice shall be suspended until Supplier has investigated such reports. After Supplier's investigation, if it appears that the dispute was unjustified, Purchaser shall pay the disputed part of the invoice within an equal payment term.

8.8. The claim for payment is immediately due in the event that Purchaser is declared bankrupt, applies for a moratorium, all of Purchaser's assets are subject to attachment, dies, enters into liquidation or is dissolved.

Article 9. Non-disclosure and confidentiality

9.1. The parties shall treat confidentially any information that they provide to each other before, during or after performance of the agreement if said information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees and on any third party they engage with for performance of the agreement.

11.3. Supplier may terminate the agreement with due observance of a one month's notice.

11.4. After termination for any reason whatsoever, Supplier shall remove all data it has stored on behalf of Purchaser immediately upon the date the agreement has ended. Purchaser may oblige Supplier to provide a copy of these data to Purchaser.

11.5. The agreement ends automatically if a party is declared bankrupt, applies for a moratorium, has all of its assets subject to attachment, dies, enters into liquidation or is dissolved.

12. Changes to the agreement

12.1. After conclusion of the agreement, it may only be changed by mutual consent.

12.2. If this agreement is a continuing performance agreement, Purchaser is entitled to modify or extend these general conditions once a year. Purchaser shall notify Supplier at least two months before these changes come into effect. Such changes shall never put aside any main provisions in the agreements between parties.

12.3. If supplier objects to certain changes within this period, Purchaser shall consider whether it will revoke the changes that are objected to or not. Purchaser shall notify Supplier of its decision. If Purchaser does not wish to revoke such changes, Supplier shall be entitled to terminate the agreement from the date these changes will come into effect.

12.4. Purchaser may make changes to these conditions if changes in regulation require such changes. Supplier cannot object to such changes.

12.5. The paragraphs of this Article also apply to changes in prices.

13. Final provisions

13.1. This agreement is subject to Dutch law. In so far as statutory provisions do not prescribe otherwise, all disputes arising from the agreement between Purchaser and Supplier shall be submitted to the competent Dutch court for the district in which Purchaser is established.

13.2. If a provision in this agreement turns out to be void, this shall not affect the validity of the agreement as a whole. In such cases, parties shall establish (a) new provision(s) as a replacement, which shall be drafted in away that meets as much as possible the intent of the original agreement and these general terms.

13.3. In these conditions, "in writing" also refers to e-mail and communication by facsimile, provided that the identity and the integrity of the contents can be sufficently established. Parties shall make efforts to conform the receipt and contents of communication by e-mail.

13.4. Any communication received or stored by Purchaser shall be considered to be authentic, subject to proof to be provided by Supplier.

13.5. Parties are only entitled to transfer their rights and obligations arising from this agreement and these conditions to a third party with prior consent in writing from the other party. In derogation from this, Purchaser shall be entitled to transfer its rights and obligations arising from this agreement to any subsidiary, or parent or sister company.