

**1. Definitions**

- a. Vintus: Vintus B.V. and/or Vintus Technologies B.V.;
- b. Client: the natural or legal person who commissions Vintus to grant licenses and/or provide IT services;
- c. Agreement(s): the agreement concluded between Vintus and the Client;
- d. Parties: Vintus and Client jointly.

**2. Applicability**

- a. These general terms and conditions apply to all offers, quotations from Vintus, agreements and other obligations between the parties and apply unchanged unless and insofar as this has been explicitly deviated from in writing.
- b. If and insofar as Vintus makes products or services of third parties available to the Client or grants access to them, the (license or sale) conditions of those third parties in the relationship between Vintus and the Client apply with regard to those products or services and prevail over the deviating provisions in these general terms and conditions, provided that the applicability of the (license or sales) conditions of those third parties has been communicated by Vintus to the Client and a reasonable opportunity has been offered to take cognizance of those conditions.
- c. If and insofar as the aforementioned terms and conditions of third parties in the relationship between the Client and Vintus prove to be inapplicable or are declared inapplicable for whatever reason, these general terms and conditions apply in full.
- d. Without prejudice to the provisions of Article 2.2, in the event of a conflict between the Parties, what is stipulated in these general terms and conditions applies, unless the Parties have explicitly deviated from them in writing and with reference to these general terms and conditions. In the event of a conflict between provisions of the provisions of these general terms and conditions, what is stipulated in a later provision shall apply, unless expressly deviated from.

**3. Offers and quotations**

- a. All offers and/or quotations or quotations are without obligation, and are valid until 30 days after the date, unless otherwise indicated in writing.
- b. The Client guarantees the accuracy and completeness of the information provided by him to Vintus, on which the offer and/or quotation or quotation is based.

**4. The agreement**

- a. The Agreement between the Parties only becomes binding on the Parties as soon as it has been recorded in writing and signed by both Parties.
- b. If the Client consists of several natural and/or legal persons, each of these (legal) persons is jointly and severally bound vis-à-vis Vintus to fulfil the Agreement.
- c. If the Client has not confirmed an assignment in writing, but (tacitly) agrees that Vintus will start executing the assignment, the content of the offer or quotation, including these general terms and conditions, will be deemed agreed. Further oral agreements are only binding as soon as they have been confirmed in writing by Vintus.
- d. The duration of a fixed-term agreement is tacitly extended for the duration of the originally agreed period, unless otherwise stipulated in writing. Unless expressly agreed otherwise in writing, interim termination of the Agreement by the Client is not possible.
- e. Vintus will carry out the work and/or services to be performed by it to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship and has no more than a "best efforts obligation".
- f. Dates for delivery and delivery mentioned by Vintus are indicative and do not count as strict deadlines, unless those dates have been expressly agreed in writing as a deadline.

- g. The Client ensures that Vintus can perform its work properly, among other things by providing Vintus with all necessary information and other matters in a timely manner and, if necessary, giving it access to existing ICT systems of the Client. The work is carried out in consultation with the Client, and in principle except in the case of public holidays generally recognized in the Netherlands, on working days from Monday to Friday between 07:30 and 20:00. For work carried out outside these days or working hours, the following overtime allowances apply: (i) Monday to Friday after 20:00 and before 07:30: 25%; (ii) Saturday: 50%; (iii) Sundays and public holidays: 100%. Complaints regarding work, services or invoices must be submitted in writing to Vintus within 8 days of discovery, failing which the work, services or invoices are deemed to have been approved.

## 5. Pricing and payment

- a. All prices are exclusive of travel and accommodation costs, VAT and other levies imposed by the government.
- b. If it has not been expressly agreed in writing that the quotation concerns a fixed price, the quotation applies to a pre-calculation or budget. The Client cannot derive any rights from a preliminary calculation or budget issued by Vintus.
- c. The Agreement stipulates when the Client owes payment to Vintus and which payment term applies to this. If no payment term is mentioned, a payment term of 30 days applies.
- d. Except in the event of legally valid dissolution of the Agreement by the Client, the Client is not entitled to suspend its payment obligation towards Vintus, nor is it entitled to set off amounts due, even in the event of complaints or objections (complaints) about an invoice or work and/or services.
- e. Until the Client has paid all amounts owed to Vintus, Vintus is entitled to keep the data, documents, software and/or data or data files received or realized within the framework of the Agreement.
- f. If, on the basis of a continuing performance agreement (for example in the case of continuous licenses, management and maintenance), a periodic payment obligation applies to the Client, Vintus may adjust these prices and rates in writing, taking into account a term of at least 1 month. If prices and rates are adjusted by more than 5% in one year, the Client is entitled to terminate the Agreement within 30 days of becoming aware of the adjustment with effect from the date on which the new prices and rates would enter into force. Contrary to the provisions of the previous sentence, Vintus may always pass on price changes from its suppliers one-on-one to the Client and make an inflation adjustment, even if this leads to a (total) price increase of more than 5%. The inflation adjustment will be made in accordance with the CBS Service Price Index (DPI)
- g. If the Client does not pay the amounts owed by it to Vintus on time, it will owe the interest due under the law after the first reminder/reminder. If Vintus proceeds to (extra)judicial collection, the Client owes Vintus all costs of (extra)judicial collection. These collection costs amount to at least 15% of the amount due with an absolute minimum of € 500,-.

## 6. Modification of agreement

- a. The Client accepts that the time schedule of the Agreement may be influenced if the Parties agree in the meantime to extend or change the approach, working method or scope of the Agreement and/or the resulting work or services.
- b. If an interim change in the Agreement arises due to the actions of the Client, Vintus will make the necessary adjustments, if this does not affect the quality to be delivered. If such an adjustment leads to additional work, this will be confirmed to the Client as an additional assignment.

- c. If, at the request or with the prior consent of the Client, Vintus has performed work or other services that fall outside the content or scope of the agreed work and/or services, these activities or services will be reimbursed by the Client in accordance with the agreed rates and, failing that, in accordance with the usual rates of Vintus. Vintus is not obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.

## 7. Confidentiality

- a. Vintus is obliged to third parties to maintain the confidentiality of all information and data received from the Client, including any personal data as referred to in the GDPR. The Client will be regarded as responsible with regard to personal data. Vintus will take all reasonable precautions within the framework of the Agreement to protect the interests and data of the Client.
- b. The Client will not share any documents or information that Vintus has drawn up for it or shared with it with third parties without Vintus' permission.
- c. The confidentiality referred to above does not apply if and insofar as the provision of the relevant data to a third party is necessary pursuant to a court decision, a legal regulation, on the basis of a legally issued order or for the proper execution of the Agreement.
- d. The party receiving confidential information will only use it for the purpose for which it was provided. Data will in any case be considered confidential if it has been designated as such by one of the Parties. The Client acknowledges that the software made available by or via Vintus is always confidential and that it contains trade secrets of the supplier concerned, its supplier or the producer of the software.
- e. The Client acknowledges that the software made available by or via Vintus is always confidential and that it contains trade secrets of the supplier concerned, its supplier or the producer of the software.

## 8. IP rights

- a. All intellectual property rights to the software, websites, data files, databases, equipment, training, test and examination material developed or made available to the Client on the basis of the Agreement or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with Vintus, its licensors or its suppliers, unless expressly stipulated otherwise in the Agreement. The Client only obtains the rights of use expressly granted by these general terms and conditions, the written Agreement concluded between the Parties and mandatory law by law. A right of use vested in the Client is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- b. If Vintus is willing to commit itself to the transfer of an intellectual property right, such an obligation can only be expressly entered into in writing. If the Parties agree in writing that a right of intellectual property with regard to software, websites, data files, equipment, know-how or other works or materials specifically developed for the Client will pass to the Client, this does not affect the right or ability of Vintus to use the components, designs, algorithms, documentation, use and/or exploit works, protocols, standards and the like, without restriction, for other purposes, either for themselves or for third parties. Vintus also has the right to use and/or exploit for itself the general principles, ideas and programming languages used for the production or development of any work, without any restriction, for other purposes or Nor does the transfer of an intellectual property right affect Vintus' right to make developments similar or derived from those for its own or a third party. which have been or are being done on behalf of the Client.

- c. The Client shall not remove or have changed any indications regarding the confidential nature or regarding copyrights, brands, trade names or any other intellectual property right from the software, websites, data files, equipment or materials.
- d. The Client guarantees that no rights of third parties oppose the provision to Vintus of equipment, software, material intended for websites, data files and/or other materials, designs and/or other works for the purpose of use, maintenance, processing, installation or integration, including having the appropriate licenses.
- e. The Client indemnifies Vintus against any claim by a third party that is based on the fact that such provision, use, maintenance, processing, installation or integration infringes any right of that third party. Unless otherwise agreed or explicitly not permitted by the Client, Vintus is entitled to use the figurative mark, logo or name of the Client in its external communication and on its website.

## 9. Security and backup

- a. Unless expressly agreed otherwise, Vintus will base the minimum level of security of data managed by it and its software and ICT infrastructure on the standards of ISO 27001. Vintus does not guarantee that the security is effective and adequate under all circumstances.
- b. The access or identification codes, certificates or other means of security provided by or on behalf of Vintus to the Client are confidential and will be treated as such by the Client and will only be made known to authorized personnel from the Client's own organization. Vintus is entitled to change assigned access or identification codes and certificates.
- c. The Client is responsible for the management of authorizations and the provision and timely withdrawal of access and identification codes. If the security or testing thereof relates to software, equipment or infrastructure that has not been supplied to the Client by Vintus itself, the Client guarantees that all necessary licenses or approvals have been obtained to be able to perform the aforementioned services. Vintus is not liable for damage caused in connection with the performance of this service. The Client indemnifies Vintus against any legal claim for whatever reason whatsoever in connection with the performance of this service.
- d. Vintus is entitled to adjust the security measures from time to time, if this is necessary as a result of changing circumstances.
- e. The Client shall adequately secure its systems and infrastructure and keep it adequately secured.
- f. Vintus can give instructions to the Client with regard to security which are intended to prevent or minimize incidents or the consequences of incidents that may affect security. If the Client does not follow up on such adjustments by Vintus or a relevant government body or does not follow up on them in time, Vintus shall not be liable and the Client shall indemnify it against any damage that may arise as a result. Vintus is always permitted to apply technical and organizational measures to protect equipment, data files, websites, software, software or other works to which the Client is granted (direct or indirect) access, also in connection with an agreed limitation in the content or the duration of the right to use these objects. The Client shall not remove such technical provisions or have them removed or converted.
- g. Vintus does not perform a backup of data stored on the Client's infrastructure, such as in the case of on-premise installation or installation on third-party cloud environments used by the Client.
- h. If the services provided to the Client on the basis of the Agreement include making backups of the Client's data stored on infrastructure managed by Vintus, Vintus will, subject to the periods agreed in writing, and in the absence thereof once a week, make a complete backup of the Client's data in its possession. In the absence of agreements about the

retention period, Vintus will keep the back-up for the usual period at Vintus. Vintus will keep the backup carefully.

- i. The Client remains responsible for compliance with all legal administration and storage obligations applicable to it.

#### **10. Risk transition**

- a. The risk of loss, theft, misappropriation or damage to goods, data (including: usernames, codes and passwords), documents, software or data files that are manufactured by, delivered to or used by the Client in the context of the execution of the Agreement, passes to the Client at the moment when these have been brought into the actual disposition of the Client or an auxiliary person of the Client.

#### **11. Liability**

- a. Except in the case of intent or gross negligence on the part of managers (or subordinates to be equated) on the part of Vintus, Vintus is never liable for indirect damage, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims by customers of the Client, damage related to the use of goods and actions advised or prescribed by Vintus to the Client, materials or software of third parties and damage related to the use of prescribed third parties.
- b. If certain parts of the Agreement are fulfilled by third parties, Vintus is not liable for these parts and for the actions of these third parties, if and insofar as this is not done under its direction. Otherwise, the provisions of this Article shall also apply in favor of that third party.
- c. Vintus' liability never goes beyond the extent that the liability is covered by its insurer.
- d. In the unlikely event that Vintus' insurer should not pay out the damage or the damage is not covered, the liability is limited to the amount (excluding VAT) that the Client owes Vintus on the basis of the Agreement. If it concerns a continuing performance agreement, the liability is limited to the amount (excluding VAT) that the Client owes Vintus on the basis of the Agreement for a period of 6 months prior to the occurrence of the damage. Under no circumstances will Vintus' liability exceed EURO 15,000 per year.
- e. The foregoing limitations of liability apply regardless of the number of events and also limit warranty claims.

#### **12. Force majeure**

- a. Vintus is not liable and cannot be obliged to perform, nor can the Agreement be dissolved if it cannot fulfil its obligations under the Agreement as a result of force majeure.
- b. Force majeure on the part of Vintus is in any case, but not limited to, force majeure of suppliers, failure to properly fulfil obligations of suppliers prescribed by the Client to Vintus, defective goods, equipment, software or materials of third parties whose use is prescribed by the Client to Vintus, government measures, electricity failure, malfunction of the internet, data network or telecommunications facilities, (cyber)crime, (cyber) vandalism, war or terrorism and general transport problems.
- c. In the foregoing or similar cases, Vintus is entitled, at its sole discretion, to terminate the Agreement or to suspend or amend it until the extraordinary circumstances have ceased to exist, whereby the Client is obliged to pay any performance delivered up to the effective date of termination and the costs incurred by Vintus up to that point.

#### **13. Interim termination and dissolution**

- a. If the Client fails to fulfil its obligations under the Agreement, despite notice of default if required, Vintus is entitled to dissolve the Agreement with immediate effect and to deny the Client access to the service or software, without being obliged to pay compensation.
- b. Both Parties have the right to terminate the Agreement in writing with immediate effect if the other party files for bankruptcy or is declared bankrupt or its suspension of payments is applied for or granted. If the Client has terminated early by means of legally valid termination,
- c. Vintus is entitled to the following compensation: (i) for consultancy assignments an amount equal to 50% of the consultancy hours already commissioned but not taken, and (ii) for licenses and management assignments an amount equal to 75% of what the Client would owe to Vintus until the original end date.
- d. Vintus is entitled to terminate the Agreement if it is of the opinion that due to circumstances on the part of the Client, execution of the Agreement cannot take place in accordance with the agreements made. Vintus is entitled to compensation in accordance with the provisions of the previous paragraph.
- e. In the event of interim termination, Vintus retains the right to payment of invoices for work performed up to that point, services provided.
- f. In the event of dissolution, services already provided by Vintus are not subject to the cancellation. Any outstanding payment obligations of the Client become immediately due and payable upon dissolution or termination.

#### **14. Remainder**

- a. This Agreement is governed exclusively by Dutch law.
- b. All disputes that may arise as a result of the execution of this Agreement or of further agreements, which may result therefrom, will be settled in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, without prejudice to the right to request a remedy in (arbitral) summary proceedings and without prejudice to the right of the Parties to take precautionary measures.
- c. Vintus reserves the right to unilaterally change or supplement these general terms and conditions. Any changes or additions will be announced by Vintus to the Client at least 3 months prior to entry into force.

#### **15. Additional terms and conditions consultancy and training**

- a. Vintus will perform the advisory and consultancy services completely independently, at its own discretion and not under the supervision and direction of the Client.
- b. The services of Vintus are only provided on the usual working days and working hours of Vintus.
- c. If the Client cancels any agreement with Vintus, the Client shall owe Vintus a fee, in accordance with the fees laid down in the Agreement. In the event that nothing is laid down in the Agreement, the following applies: in the event of cancellation less than 5 working days before the relevant appointment, the Client owes Vintus 50% of the agreed price. In case of cancellation within 2 working days before the appointment, the Client owes the full price to Vintus.
- d. If Vintus uses its own equipment or software in the performance of its work, Vintus does not guarantee that this equipment or software is error-free or functions without interruptions. If Vintus performs its work at the Client's location, the Client must ensure that a suitable space is available with working equipment and software. If the facilities at the Client are not sufficient and the quality of Vintus' work cannot therefore be guaranteed, Vintus is entitled, on behalf of the Client, not to start, shorten or stop its work.



- e. Vintus is free to determine which employees it uses for the execution of the Agreement with the Client and can always make a change during the execution of the Agreement.
- f. During the execution of the Agreement and within one year after termination of the Agreement, the Client may not hire Vintus employees, other than in prior consultation with Vintus, under penalty of an immediately due and payable fine of twice the gross annual salary last enjoyed by the employee concerned at Vintus.

#### **16. Additional terms and conditions for software use, management and maintenance**

- a. Vintus makes the agreed software available to the Client for use during the term of the Agreement on the basis of a user license. The right to use the software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- b. Vintus will, at its option, deliver the software on the agreed format data carrier or, in the absence of agreements in this regard, on a format data carrier to be determined by Vintus or make the software available online to the Client for delivery. Any agreed user documentation will be provided in paper or digital form in a language determined by Vintus at Vintus' discretion.
- c. Vintus will install, set up, parameterize, tune, convert and upload any data at the Client and, if necessary, have the used equipment and user environment adjusted. Vintus or its suppliers may make changes to the content or scope of its software. If such changes are substantial and result in a change in the procedures applicable to the Client, Vintus will inform the Client as soon as possible.
- d. Vintus is not liable for costs incurred by the Client as a result of these changes. Vintus may temporarily put the software out of use in whole or in part for preventive, corrective or adaptive maintenance or other forms of service.
- e. Vintus will not allow the decommissioning to take longer than necessary and, if possible, allow it to take place at times when the software is usually used the least intensively.
- f. In the absence of further agreements in this regard, the Client shall further set up, configure, parameterize, tune, convert and upload any data and, if necessary, adjust the equipment and user environment used. Vintus does not guarantee that the software provided is error-free and functions without interruptions.
- g. Vintus will use its best efforts to resolve malfunctions in the software within a reasonable period of time, provided that the relevant malfunction has been reported to Vintus in writing by the Client in detail.
- h. Vintus will also make every effort to the best of its ability to correct errors in the underlying software, insofar as it concerns underlying software that has been developed by Vintus itself and the relevant errors have been reported to Vintus in writing by the Client in detail.
- i. Vintus may, if necessary, postpone the repair of errors until a new version of the underlying software is put into use. Vintus does not guarantee that errors in the software that have not been developed by Vintus itself will be corrected. Vintus is entitled to introduce temporary solutions or program detours or problem-avoiding restrictions in the software. Software that Vintus has developed on the basis of a fixed price on behalf of the Client is subject to a warranty period of 3 months after delivery. Defects that appear during this warranty period will be repaired by Vintus free of charge. For defects that appear after the warranty period has expired, Vintus is not obliged to repair them and Vintus can charge the costs of repair to the Client in accordance with its usual rates.
- j. Vintus does not guarantee software that it has developed for or with the Client other than on the basis of a fixed price. If (a part of) that software shows defects, Vintus is not obliged to repair them and Vintus can charge the costs of repair to the Client according to its usual rates. Vintus is never obliged to repair imperfections other than those referred

to in this article. In the event that Vintus is willing to carry out repair activities with regard to such other imperfections, Vintus is entitled to charge a separate fee for this.

- k. If the services of Vintus on the basis of the Agreement include the provision of support to users and/or administrators of the software, Vintus will advise online, by telephone or by e-mail on the use and functioning of the software mentioned in the Agreement. The Client will describe reports in the context of support as completely and in detail as possible, so that Vintus is given the opportunity to respond adequately. Vintus may impose conditions on the method of reporting, qualifications and the number of persons eligible for support. Vintus will process duly substantiated requests for support within a reasonable period of time in accordance with its usual procedures. Vintus does not guarantee the accuracy, completeness or timeliness of responses or support provided. Unless expressly agreed otherwise in writing, support is provided on working days during the usual opening hours of Vintus.

#### **17. Additional terms and conditions for hosting or cloud services**

- a. If the Agreement (also) extends to the provision of hosting or cloud services, Vintus will make every effort to provide these services as soon as possible in accordance with the Agreement.
- b. Vintus will, if necessary for the management or use of the service, make an account available to the Client. The account will be accessible by entering the login details as provided by Vintus. The Client is responsible for the use of the accounts and sub-accounts granted thereunder, to the extent permitted. If the Client suspects or should reasonably suspect or know that abuse of a (sub) account is taking place, the Client is obliged to report this to Vintus as soon as possible so that it can take measures.
- c. The Client is not permitted to have the service used by third parties, unless expressly permitted in writing by Vintus.
- d. Unless and insofar as management has been expressly commissioned to Vintus, the Client is responsible for the management. The Client is always responsible for checking the institutions, the use of the service and the way in which the results of the service are used. In the absence of explicit agreements in this regard, the Client shall install, set up, parameterize, tune the (auxiliary) software itself and, if necessary, have the equipment, other software and user environment used for this purpose adjusted and achieve interoperability desired by the Client. Unless expressly agreed otherwise in writing, Vintus is not obliged to carry out data conversion.
- e. Only if this has been expressly agreed in writing, the Agreement also has as its object the provision or provision of security, backup, fallback and recovery services.
- f. Vintus will make every effort to keep the service available as much as possible but does not guarantee uninterrupted availability.
- g. Vintus will make every effort to keep the service up-to-date and to adjust it as much as possible in order to improve the functionality and to have errors corrected. Insofar as Vintus is dependent on its suppliers, Vintus cannot vouch for them.
- h. Vintus may temporarily put the service out of service in whole or in part for preventive, corrective or adaptive maintenance. Vintus will not allow the decommissioning to last longer than necessary, if possible allow it to take place outside office hours and, depending on circumstances, start it after consultation with the Client.