General Terms and Conditions

Definitions

In these General Terms and Conditions and Agreements, the following terms shall have, unless explicitly agreed on differently in such documents, the following meaning:

Affiliate: an enterprise that is consolidated in the annual accounts of the Client, or is part of consolidated annual accounts together with the Client.

Agreement: a document signed by the Client and CCS, under which CCS will provide Services, CCS Software, Third-Party Software and/or Custom Software or any other order accepted by CCS, including all annexed attached thereto.

Application Service Provider (ASP): a Client that makes the CCS Software and/or Custom Software commercially available to customers of the Client.

CCS Software: the standard software of CCS as specified further (in an annex attached to) an Agreement or offer of CCS, as well as the documentation provided by CCS.

Client: the party that has received an offer from CCS or has concluded or will be concluding an Agreement with CCS.

Confidential Information: information that was designated as such or that must, by its nature, reasonably be regarded as confidential, which the parties have become aware of in the scope of the performance of the Agreement.

Custom Software: software that has been developed by of on behalf of CCS specifically for the Client to be used in combination with (specific parts of) the CCS Software.

Database: central repository in a computer or elsewhere for the structured storage and processing of data in cooperation with CCS Software and/or Custom Software.

Database Log-in: each log-in to the Database, as registered in the logging of the Database Program.

Database Program: the Third-Party Software destined for managing a Database.

Defect: an Incident in which non-conformity of the CCS Software and/or Custom Software to the requirements and specifications set out in the Agreement or otherwise confirmed in writing by CCS and the Client occurs.

Equipment: the equipment used or to be used by the Client for the CCS Software and/or Custom Software and that meets the requirements set out in the Agreement or the relevant annex to the Agreement.

GDPR: the General Data Protection Regulation (2016/679/EU) together with the Dutch Implementation Act.

General Terms and Conditions: the latest version of these General Terms and Conditions of CCS.

Incident: An issue reported to CCS by an authorized user, for which CCS is responsible with regard to the CCS Software and/or Custom Software and/or the Information System.

Information System: the system of CCS Software, Database Program, Database, Custom Software, Equipment and Third-Party Software.

License Key: the code that is required to use the CCS Software and the Custom Software during a period selected by the Client.

Limit: the quantitative limit (e.g. the number of Database Log-ins, users, or policies) of the permitted use of the CCS Software as specified in the Agreement.

Maintenance: The support of CCS to the Client in maintaining the functionality of the CCS Software and the Custom Software, in accordance with the provisions of these General Terms and Conditions and/or the relevant Agreement.

Patch: each Defect correction that is issued by CCS from time to time with regard to CCS Software and/or Custom Software.

Project Update: interim release of software provided by CCS to a limited number of clients of CCS to test new functionality in practice.

Release: a new version the CCS Software or parts thereof that is released by CCS for commercial use, consisting of the aggregated functional subjects from the preceding Project Updates.

Release Policy: the policy of CCS under which each calendar year one new Release of the CCS Software is issued, and possibly one or more Project Updates and/or Patches are provided.

Service(s): all activities CCS performs under an Agreement or otherwise on instructions of or for the benefit of the Client.

Service Collection: A specific collection of Services referred to collectively as such by CCS.

Standard Support: The support of CCS to the Client in using and managing the CCS Software and/or Third-Party Software, in accordance with the terms of these General Terms and Conditions and the relevant Agreement.

Third-Party Software: standard software of a third party (such as the Database Program and the system software belonging to the Equipment) that is linked to or works in integration with the CCS Software or Custom Software, as specified further in (an annex attached to) an Agreement.

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1 Area of application

1.1 These General Terms and Conditions shall apply to all offers of CCS and to all Agreements and Services. These General Terms and Conditions may exclusively be deviated from in writing, agreed as part of an Agreement.

1.2 The General Terms and Conditions, together with the Agreement, shall form the full representation of the rights and obligations of both parties with regard to the subjects dealt with in these General Terms and Conditions and in that Agreement

1.3 In the event of any conflict between the provisions of these General Terms and Conditions and an Agreement, the provisions of the Agreement shall prevail.

1.4 Any terms and conditions of purchase or other terms and conditions of the Client or third parties (including customers of the Client) shall not apply, unless CCS has explicitly accepted them in writing. This provision shall not affect the applicability of the terms and conditions of the relevant suppliers or producers applicable to the use of Third-Party Software.

1.5 All offers of CCS have been composed in good faith, but are free of obligation and may be adjusted or withdrawn by CCS until the time when an Agreement is concluded.

1.6 CCS reserves the right to make changes to these General Terms and Conditions. Each change will be announced in an appropriate manner, for example by e-mail or by post. The change to the General Terms and Conditions shall enter into force for the Client thirty (30) days after its announcement, unless the Client objects to that change before the end of this term. In that case, the parties will discuss the change and will reasonably resolve the dispute that has arisen.

2 Term

2.1 The Agreement shall enter into force as soon as it has been signed by both parties. In the event that a specific commencement date has been agreed in the Agreement or for specific Services, respectively, this commencement date shall be the time of the Agreement's entry into force, or the time of first delivery of these Services, respectively.

2.2 The Agreement is entered into for the term mentioned in the Agreement. After expiry of this term, the Agreement shall be renewed automatically each time for a new period of one year.

3 Confidential Information

3.1 Except with written permission, neither party shall disclose to third parties, orally, in writing or otherwise, any Confidential Information concerning the other party, with the exception of the third parties who are involved in the performance of the Agreement by virtue of Article 9.

3.2 Each party shall take all reasonable precautions to keep the confidential information of the other party secret, by observing in any case the extent of confidentiality as is customary in the industry.

3.3 In particular, CCS shall treat the Confidential Information it receives from the Client, which relates to the clientele, the financial and/or corporate data of the Client, with great care. CCS shall use the Confidential Information exclusively for purposes of performing the Agreement, or in the interest of the Client.

3.4 In the event that the Client is an ASP, Articles 3.1 up to and including 3.3 shall also apply with regard to Confidential Information concerning the customers of the Client, exclusively to the extent that such information has been entered into the Database.

3.5 The parties may refer to the cooperation in general terms.

3.6 The obligation of confidentiality under this Article 3 shall not apply with regard to Confidential Information that:
   a) is or becomes public through no fault of the receiving party;
   b) comes from a third party that is not under an obligation of confidentiality with regard to the information vis-à-vis the party whom the confidential information relates to;
   c) is and/or has been developed and/or obtained independently by the receiving party, without using the information provided by the providing party;
   d) the receiving party has to provide in order to be able to comply with a statutory obligation or a court order.

3.7 Both parties shall ensure that the employees and third parties involved in the Agreement are obliged by contract to comply with the obligations includes in this Article 3 or similar obligations.

4 Protection Personal Data

4.1 Unless otherwise agreed in the Agreement, the Services shall not include the processing by CCS of personal data of which the Client is the controller or processor. As a general rule, the Client is personally responsible for the processing of personal data via the CCS-Software.

4.2 If Services are delivered to the Client for which it is indicated in the Agreement that personal data will be processed, the provisions of the standard CCS processor agreement shall apply between the Client and CCS.

4.3 CCS advises the Client in all cases to process information concerning personal data as much as possible in secured or scrambled form.

5 Applicable laws and regulations; audits; supervisory authorities

5.1 CCS acknowledges that the Client or – if the Client is an ASP - the customer of the Client is subject to financial laws and regulations and supervision by a supervisory authority designated by the legislator. CCS shall perform the Services in a way that, in its opinion, enables the Client to comply with the laws and regulations applicable to the Client, as far as CCS is aware of these.

5.2 In the event that the Client is of the view that the way in which the Services are performed needs to be adjusted in order to be in compliance with laws and regulations, the parties will enter into consultation about this. After the parties have reached agreement about the consequences of the adjustment, CCS shall reasonably adjust the performance of the Services as soon as possible. The consequences may relate to, for example, the turnaround time, service levels or the cost.

5.3 CCS shall lend competent supervisory authorities, such as the Netherlands Authority for the Financial Markets (*Autoriteit Financiële markten*), De Nederlandsche Bank and the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*), all reasonable cooperation in their inquiries. CCS shall then also follow all authoritatively given instructions directed at it given by such authorities, relating to the Services to be provided by CCS under the Agreement, shall provide all information requested and shall give access to relevant data and documents. However, insofar reasonably possible, statutory confidentiality obligations or confidentiality obligations vis-à-vis third parties will be taken into account. CCS may charge any resulting costs to the Client.

5.4 During the term of the Agreement, each party may have an audit carried out once per year into the way in which the other party performs its obligations with regard to the Agreement. A party will only carry out or have carried out such an audit if it reasonably thinks that there is reason to doubt the information provided by the other party, and the parties have not been able to remove this doubt in consultation with each other. The investigating party shall ensure that the performers of the audit will sign a confidentiality agreement in advance in a form that is acceptable to the party to be investigated. The investigating party shall only have the audit performed by an independent certified chartered accountant or EDP auditor. An audit as referred to in this Article shall be announced by the party giving the instruction at least one month in advance. The party to be investigated shall lend its reasonable cooperation to the audit. The party instructing the audit shall ensure that the other party's business operations will not be disrupted, unless a disruption is unavoidable. Each party shall bear its own costs with regard to the audit.

6 Prices and payment

6.1 The Client shall owe the one-off, periodical and/or transaction-based amounts of money for the goods and Services delivered by CCS as set out in the Agreement (or an annex thereto).

6.2 Unless otherwise agreed in the Agreement, at the time of delivery of the CCS Software and/or Third-Party Software the fee for the right of use possibly applicable shall be due, and at the time of acceptance and/or of actual use of the CCS Software and/or Third-Party Software and/or Custom Software, the (additional) fees for Maintenance and Standard Support and other Services shall be due, as further explained in the Agreement.

6.3 If the Client owes a fee based on the number of relevant transactions (e.g. policies or losses), the net number of transactions shall be determined for the payment period agreed and, CCS shall send an invoice to the Client on that basis.

6.4 All prices shall be exclusive of turnover tax (VAT) and other levies imposed by the government.

6.5 The Client shall pay the invoices of CCS within 30 days of the invoice date.

6.6 In the event of late payment, the Client shall automatically be in default. The Client shall owe an immediately claimable interest, equal to the statutory interest, on the outstanding amount over the period calculated from the date when the Client is in default until the date of payment to CCS.

6.7 All collection costs to be incurred by CCS for the collection of the outstanding amounts, judicial and/or extrajudicial, shall be payable by the Client, unless a court will rule otherwise. The extrajudicial collection costs shall be considered to be at least 15% of the amount claimed. The above shall also apply in the event of bankruptcy or a suspension of payments.

6.8 CCS may suspend performance of the Agreement in the event that the Client defaults on payment.

6.9 CCS shall have the right to adjust the rates and annual amounts on 1 January of each calendar year on the basis of the CBS Index for the wage costs in the corporate services sector within the preceding twelve months. CCS shall announce all price adjustments to the Client in a letter.

7 Deployment of staff

7.1 CCS shall check the integrity of the employees involved in the performance of the Services, and of third parties, in accordance with the usual requirements for this. As part of this check, CCS shall in any case pay attention to the following aspects:

a) Ascertaining the employee's identity on the basis of a valid identification card. A copy of the identification card will be included in the staff file.

b) Satisfying that the employee has the correct papers and diplomas.

c) Letting the employee sign a declaration of confidentiality.

d) As far as relevant, requesting

references of an employee from former employer(s) about the employee's employment history (less than 5 years ago) and his reliability and integrity and ethical approach, as far as relevant for the performance of the Services.

    e) Submission of a "Verklaring Omtrent Gedrag" (Certificate of Good Conduct.

7.2 The Client may screen the employees of CCS who will be working at a location of the Client before they start their work at the location of the Client. The Client guarantees that the applicable laws and regulations concerning the privacy of the employee(s) concerned will be fully complied with, and that, where necessary, the employees and CCS will be informed of the screening. The Client may refuse the relevant employee access to the location in the event that the results of the screening provide grounds for doing so. In that case, the parties shall consult with each other on the option of making the employee perform the Services from a location of CCS, or of replacing the relevant employee.

7.3 In the event that an employee of a party or a third party working for that party is not performing satisfactorily in the opinion of the other party, the parties shall consult with each other about this. Upon request, this employee shall be replaced as soon as possible, provided that the parties reach agreement about the consequences of the replacement, for example with regard to the costs or the turnaround times.

7.4 Without the prior written permission of the other party, neither party shall employ any employees of the other party, who have been involved in the performance of an Agreement or who were involved in the performance of an Agreement less than 1 year before.

7.5 If this is desirable or necessary for the performance of the Services and/or the Agreement, the Client shall give the employees of CCS or other persons designated by CCS charged with the maintenance or support unhindered and unlimited access. The Client shall not attach any conditions to such access as would limit the Client"s liability. Before arrival, the Client will have taken the necessary measures to secure data and software, including by making back-ups.

7.6 In the event that employees of CCS are performing the Services on a location of the Client, these employees shall comply with the reasonable internal rules and safety regulations in place there, provided that the Client has timely informed the personnel and CCS of these rules and regulations in writing and in advance.

8 Performance of services

8.1 Unless and as far as otherwise agreed in the Agreement, the Services to be provided by CCS shall be performed on the basis of a best efforts obligation. The Client is obliged to exercise personal control over the performance of the Services

8.2 Unless otherwise agreed in the Agreement, the Services to be provided by CCS shall be carried out during business days during the usual working hours of CCS, with the exception of Dutch public holidays. In the event that the Agreement relates to Services other than Maintenance or Standard Support and these are provided by CCS at the Client's office, the daily rate to be charged by CCS will be for a working time of 7 hours, plus 1 hour travel time, and a half daily rate will be for a working time of 3 hours plus 1 hour travel time.

8.3 Unless agreed otherwise in the Agreement, in the event that CCS works on working days outside the usual working times or on Saturdays within the hours that would be normal working times on working days, at the request of the Client or where this is necessary in order to perform its obligations, the rate shall be increased by 50%. The rate shall be increased by 100% for hours on Saturdays outside the hours that would be normal working times on working days, and for hours on Sundays and Dutch public holidays.

8.4 CCS cannot be held responsible for any disruptions of the CCS Software and/or Custom Software if such disruptions arise from parts of the Information System for which the Client is responsible, or if they arise from services of third parties, such as the operating system, user administration, the physical and logical security of the operating system and the network, and changes to the operating system, network, hardware and housing and hosting and internet connections (for example ABZ environments (ADN, ISA, Fish, etc)). However, at the request and the expense of the Client, CCS shall support the Client or a third party designated by the Client in resolving such disruptions.

8.5 For the purpose of the cooperation between the parties, both parties shall always timely grant each other all useful and necessary data or information. The Client shall always lend all reasonably desired cooperation in connection with the performance of the Agreement.

9 Engagement of third parties

9.1 CCS shall have the right to engage employees of third parties, in order to perform the obligations described, in whole or in part. CCS shall be responsible for all third parties engaged as if these third parties were employees of CCS.

10 Development of custom software

10.1 In the event that the Agreement relates to the development of Custom Software, CCS and the Client shall jointly specify which Custom Software will be developed. CCS shall carry out the development of the Custom Software with care, on the basis of the data to be provided by the Client, of which the Client guarantees that they are correct and complete. If it has been agreed that the development of Custom Software will be carried out in stages, CCS will postpone the start of the work that is part of a next stage until the Client has approved the results of the preceding stage in writing.
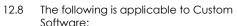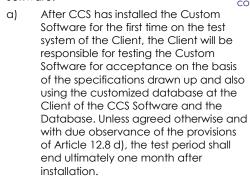
11 Guarantee

11.1 CCS guarantees that it is the owner and exclusive copyright holder of CCS Software and Custom Software, or that CCS has the right to grant the rights specified in these General Terms and Conditions to the Client.

11.2 CCS guarantees that the CCS Software and Custom Software are of good quality, but CCS does not guarantee that the CCS Software and Custom Software will work free of errors in all cases.

12 Installation, test, acceptance and defects

12.1 Unless it has been agreed otherwise in the Agreement, CCS shall install the CCS Software, Third-Party Software and/or Custom Software to be delivered at the Client on the relevant Equipment at the daily rate referred to in Article 8.2.

12.2 Prior to the installation of the CCS Software, Custom Software, Release(s), Project Updates, and Patches the Client shall run appropriate tests.

12.3 Unless it has been agreed on that CCS shall perform the installation, the Client shall perform the installation itself, in accordance with the advice and/or installation rules of CCS.

12.4 In the event that the Client wishes CCS' assistance in certain tests or installation to be performed by the Client, CCS shall provide the Client with such assistance at the then-current rates for such provision of service. In this situation, the Client guarantees that the test data supplied by the Client have been anonymised. If it is not possible to anonymise the test data, the Client shall be the controller of the processing of the personal data that form part of the test data and CCS and the Client shall conclude the standard CCS processor agreement.

12.5 In the event that any Defects are discovered in the CCS Software and/or Custom Software, these shall be dealt with in accordance with the provisions regarding Maintenance and Standard Support, and of so agreed on more extensive forms of support. CCS shall make an effort to remedy the reported Defects that result in the inability to use the main functionalities of the CCS Software and/or the Custom Software within a reasonable period of time.

12.6 Any functional remedy times agreed with the Client for the repair of Incidents shall not apply if the Client makes or has made any changes to the CCS Software and/or the Custom Software, or caused such changes to be made, without the written permission of CCS.

12.7 The following is applicable to CCS Software: Acceptance of the CCS Software arises after completion of the installation, or if the parties have agreed that an acceptance test shall be performed after installation, at the time when this test is successfully completed. In the event that installation of the CCS Software has not yet taken place for reasons attributable to the Client one month after delivery by CCS, then for the purpose of this Article the time of delivery plus one month shall be considered the time of acceptance.

12.8 The following is applicable to Custom Software:

a) After CCS has installed the Custom Software for the first time on the test system of the Client, the Client will be responsible for testing the Custom Software for acceptance on the basis of the specifications drawn up and also using the customized database at the Client of the CCS Software and the Database. Unless agreed otherwise and with due observance of the provisions of Article 12.8 d), the test period shall end ultimately one month after installation.

b) The Client shall report any possible Defects in the Custom Software to CCS within the term set out in the Agreement. If no such term has been included in the Agreement, Defects have to be reported within 14 days from installation.

c) In the event that performance of the acceptance test reveals that the Custom Software shows Defects and/or does not meet the specifications laid down in writing, the Client shall inform CCS immediately of the shortcomings in a written and detailed acceptance report.

d) In the event that performance of the acceptance test reveals that the Defects in the Custom Software obstruct the progress of the acceptance test, the Client shall inform CCS thereof in writing and in detail, in which case the test period will be interrupted until CCS has remedied these Defects. At the end of the test period the Custom Software shall be considered to have been accepted.

e) Following confirmation of acceptance by the Client, and at the end of the test period, the Custom Software shall be considered to have been accepted.

13 New releases, project updates and patches

13.1 CCS shall inform the Client in writing as soon as reasonably possible of a new Release, as well as of the contents and consequences thereof. CCS has the right no longer to include in a new Release functionality that CCS finds is not or hardly used anymore. If this functionality is relevant to the Client, the Client shall be explicitly informed of this in advance.

13.2 Only if the Parties have concluded an Agreement to that end, the Client may be eligible for Project Updates (in accordance with the Release Policy). A maximum of three Project Updates are available each year.

13.3 The Client shall receive new Releases as part of the Maintenance, without being obliged to pay a (/an additional) license fee. This rule shall not apply in the event that a logical successor of CCS Software adds substantial application possibilities for the Client. Such a logical successor shall not be regarded as a new Release.

13.4 In that case, the parties shall consult about a new agreement and a reasonable additional license fee.

13.5 Clients shall receive Project Updates, new Releases and/or Patches through the CCS Network or per information carrier.

14 Maintenance

14.1 CCS will provide the Client with the maintenance as described in the Agreement and in conformity with the Release Policy of CCS.

14.2 Maintenance shall in any case include making adjustments to the Custom Software reasonably necessary to maintain the functionality of the Custom Software after installation of a Release issued.

14.3 CCS shall only provide Maintenance for the most recent Release of the CCS Software and the Release immediately preceding it, however after twelve months have expired after the most recent Release became available CCS shall not be obliged to provide any Maintenance for the Release preceding such most recent Release. CCS shall also not be obliged either to provide Maintenance for the preceding Release if an Incident or Defect can be remedied by installation of the most recent Release.

14.4 If CCS has supplied the Client with Third-Party Software, the Client shall acquire the right to use the Third-Party Software if the Client accepts the license agreement regarding that Third-Party Software. If CCS grants the license to use the Third-Party Software, the license terms and conditions that will be attached as an annex to the Agreement shall apply to this license. If the Client experiences any problems in connection with the Third-Party Software that is part of the development environment of the CCS Software, or for which the required license was granted by CCS, the Client may address to CCS as part of the Standard Support provided by CCS. Where possible, the Client shall conclude a maintenance agreement with the producer of the relevant Third-Party Software for maintenance of the Third-Party Software for which the license was not granted by CCS. In the event of problems connected to third-party software that was not provided by CCS, the Client shall apply exclusively to the producer of such third-party software.

14.5 Unless the parties have agreed otherwise, at least the following shall not be included in Maintenance:
   a) normal Maintenance if the Client wishes to deviate from the Release Policy of CCS;
   b) adjusting Custom Software, if this is necessary as a result of law amendments or market developments;
   c) implementing improvements of the Custom Software by which the Information System can be used more efficiently;
   d) adding new possibilities to existing Custom Software;
   e) priority adjustments to the CCS Software. This will cause planned new to be develop functionality in the CCS Software upon request of the Client to be developed sooner than scheduled in the Release Policy; and
   f) remedying damages to the CCS Software, Custom Software and/or the Information System that are not attributable to CCS.

15 Standard support

15.1 CCS shall provide the Client with the Standard Support as described in the Agreement.

15.2 Unless agreed otherwise between the parties, the Standard Support shall not include an Incident or a Defect that:
   a) can also be resolved by the installation of a more recent Release of the CCS Software and/or a more recent Release of the Third-Party Software;
   b) is caused by failure and/or disruption of the Client's Equipment;
   c) can only be resolved by the reinstallation of the CCS Software and/or the Third-Party Software (and/or Custom Software) after the equipment failure and/or disruption has been remedied;
   d) can only be remedied by expansion of or replacing the Equipment; and
   e) occurs at a Client that makes use of Project Updates, unless the Client has entered into a relevant Agreement concerning additional support.

15.3 If CCS is of the opinion that the users of the Client make disproportionate use of the service desk offered by CCS as part of Standard Support, the Client and CCS will consult about measures to limit this use, for example by further training. If these measures are not taken or do not produce sufficient results, CCS may charge an additional fee for Standard Support.

16 Use right

16.1 CCS grants the Client the non-exclusive right to the use of the CCS Software, Third- Party Software designated for that purpose in the Agreement and documentation made available by CCS. CCS grants the Client the exclusive right to use the Custom Software provided to the Client as described in a particular Agreement for a period of six (6) months after installation of such Custom Software on Client's Equipment or in case Client installs such Custom Software itself, for a period of six (6) months after CCS has delivered such Custom Software to Client. After such period of six (6) months as indicated in the previous sentence, the use right on such Custom Software is non-exclusive. The CCS Software, Third-Party Software and Custom Software shall not become the property of the Client. The use right granted to the Client shall not include linking the CCS Software or Custom Software to software or other applications of third parties (other than Third-Party Software) or exchanging data with them, unless a CCS-certified link is used.

16.2 The term of the use right of the CCS Software and the Custom Software is equal to the term of the License Key provided by CCS and paid for by the Client. The use right of the Third-Party Software licensed by CCS shall apply for the term specified in the applicable license terms and conditions. Such License Key will be provided to Client by electronic means after CCS has received the associated fees from Client. CSS will inform Client by electronic means starting fourteen (14) days before the end of the then current term of the License Key of the necessity to timely acquire a new License Key.

16.3 The use right granted to the Client with regard to the CCS Software and/or Third-Party Software and/or Custom Software is non-transferable to third parties, unless CCS has granted prior written permission for such transfer. The Client shall not grant any sublicenses to third parties with regard to the CCS Software and/or Third-Party Software and/or Custom Software, unless and to the extent that this third party is an Affiliate. The Client shall remain fully responsible for the use of the CCS Software and/or Custom Software by an Affiliate. The Client shall not be allowed to sell, rent out, to give up on loan, give up in use, alienate or transfer as security the CCS Software and/or Third- Party Software and/or Custom Software.

16.4 The CCS Software, Third-Party Software and Custom Software may be used by the Client exclusively on Equipment and in combination with the operating system, Database and the Database Program for which the use right has been granted as described in the Agreement. The Client shall have the right to replace the Equipment by other Equipment, provided that this other Equipment is used with the same (version of the) operating software. Insofar it is not possible or not reasonably possible for the Client to use the replacement Equipment with the same (version of the) operating software, the parties shall reasonably negotiate in order to reach agreement on possible use of other (versions of the) operating software and on the conditions applicable thereto.

16.5 The Client may use the CCS Software exclusively within the Limit for which the use right was granted, unless the Client has chosen to pay a fee based on the number of relevant transactions. The CCS Software, Third-Party Software and Custom Software may only be used in a way that is regarded customary within the sector of industry relevant to the Client.

16.6 The Client is permitted to make spare copies of the CCS Software and the Custom Software. The Client shall only apply such spare copies in replacement of any materials that have become unusable.

16.7 The Client is not permitted to change, modify, translate, and/or have any errors corrected by third parties regarding, the CCS Software, Third-Party Software or the Custom Software, without the prior written consent of CCS.

16.8 The source code of the CCS Software and Custom Software shall only be made available to the Client as provided in Article 19. The Client is not permitted to decompile the CCS Software, Third-Party Software and Custom Software - for example for the purpose of obtaining the source code - except and to the extent that this is explicitly permitted by applicable law.

16.9 The Client shall not use another Database Program or Programs than that/those for which CCS has granted a use right to the Client for the purpose of (*inter alia*) the right to obtain access to the Database in order to change, remove and/or add data in the Database.

16.10 Unless CCS has granted written permission to do so, the Client shall only use the CCS Software, Third-Party Software and Custom Software within its own company and the companies of his Affiliates, and not for granting computer services to third parties. Such permission may be granted subject to further conditions.

16.11 In the event that the Client breaches any provision concerning the use right included in this Agreement and/or the General Terms and Conditions, and fails to cure such breach within 14 days after having received notice of such breach from CCS in writing, CCS is entitled to revoke all use rights to the CCS Software, Custom Software and/or, if applicable, Third-Party Software immediately, without further notice of default, and exclusively with regard to the future. Such revocation shall take place by registered mail to the Client.

16.12 In addition to Article 16.12, CCS shall have the right to revoke all use rights granted by CCS to the Client immediately, without further notice of default, and exclusively with regard to the future, in the event that:

a) The (sub)Agreement regarding Maintenance and/or Standard Support to the CCS Software is terminated by the Client; or

b) The License Key most recently received by the Client has expired.

16.13 In the event that the Client is an ASP, the limited use right granted under this Article 16 with regard to the CCS Software and any Custom Software and/or Third-Party Software shall also include, in deviation of the second and third sentence of Article 16.3 and 16.11, the right to have customers of the Client make use of the CCS Software, and if so agreed, also of the Custom Software and/or Third-Party Software, provided that and as long as the Client has an agreement with such third party based on which (i) the Client is providing services as an ASP for this third party, and (ii) the limitations regarding the obligations of CCS under this Agreement may be held against this third party, and (iii) the rights of CCS under this Agreement may also be enforced by CCS vis-à-vis such third party.

17 Consequences of termination of use right

17.1 In the event that the use right granted regarding the CCS Software, Custom Software and/or, as far as relevant, Third-Party Software has ended, on whatever ground, in whole or in part, the Client:

a) shall remove the relevant CCS Software, Custom Software and/or Third-Party Software provided by CCS from his Equipment within one month of the termination, also if it concerns a „Database Program".

b) shall have the right to retain one copy of the CCS Software and Custom Software for archiving purposes only. For the avoidance of misunderstandings, the Client himself is responsible for acquiring the right to retain a copy of the Third-Party Software.

17.2 In the event that CCS so requests, the Client shall demonstrate that he has acted in accordance with this Article 17.

18 Increasing the limit

18.1 If the Client does not pay a fee based on the number of relevant transactions, the Client may ask CCS at any time through a written and duly signed document to increase the Limit agreed, provided that this increase is available for the Release of the CCS Software installed with the Client. As of the date of the Client's request, the applicable rate for the higher Limit shall be due.

18.2 The Client shall not use the CCS Software in excess of the Limit agreed. If however the Client does use the CCS Software above the Limit agreed, the Client shall be obliged to pay, for the period of use above the Limit agreed up to and including the moment of notification by CCS thereof, the fee applicable to the actual use, plus a surcharge of 50% calculated on the difference between the fee paid and the fee due on the basis of the actual use. As of the time of notification, CCS shall invoice the Client for the fee applicable to the actual use. This article is not relevant if the Client pays a fee based on the number of relevant transactions.

18.3 The Client acknowledges that CCS is entitled to take technical measures in order to be able to monitor whether the Client exceeds the Limit, and to monitor the Client's actual use.

19 Ownership and Escrow

19.1 All intellectual property rights regarding the CCS Software, Custom Software and other CCS materials, such as analyses, designs, documentation and reports, shall be vested in CCS. The Client shall not remove copyright notices. CCS shall be allowed to take technical measures for the protection of the CCS Software, the Custom Software and other CCS materials.

19.2 CCS has deposited the source code version of the CCS Software with an escrow agency with which CCS has concluded an escrow agreement also for the benefit of the Client. Immediately after the conclusion of the Agreement concerning a right to use the CCS Software, CCS shall register the Client with the escrow agency as a beneficiary. The Client shall receive a confirmation of registration from the escrow agency, including a copy of the escrow agreement. By sending a signed confirmation of registration, the Client shall

declare that he agrees to and is bound by the provisions of the escrow agreement. The escrow arrangement mentioned in this article shall also apply to the Custom Software developed for the benefit of the Client.

19.3 The costs of depositing the source code version shall be payable by CCS. The costs of keeping the source code version deposited shall be payable by the Client, and shall be charged to the Client annually in advance by the escrow agency.

20 Viruses

20.1 The Client is responsible for using a suitable and up-to-date virus scanner for protection against external viruses regarding CCS Software, Custom Software, Third Party Software, Equipment, operating software, Database and Database Programs.

20.2 CCS shall make every effort to ensure that CCS Software, as well as software used by it in performing maintenance, will not contain any "diseases" (such as time bombs, Trojan horses or viruses). Upon discovery of a (possible) "disease" CCS shall notify the Client thereof immediately and shall do everything possible to prevent or to solve related problems.

20.3 CCS shall never have the right, not even in the case of an allegation by CCS of breach of contract on the part of the Client, to use and/or (automatically) put into operation a "disease", directly or indirectly, to the detriment of the Client.

20.4 In the event of non-performance of the obligations pursuant to this Article, this shall never be considered an event of force majeure.

21 Obligations of the Client

21.1 The Client shall report any new Affiliates to CCS before the CCS Software and/or Third-Party Software are used by such Affiliate.

21.2 The Client shall adhere to all procedures and other rules agreed with regard to Maintenance, Standard Support and provision of other Services by CCS. The Client shall grant CCS reasonable time for CCS to comply within CCS" possibilities with the request for the provision of services.

21.3 The client itself shall take the necessary protection measures concerning the CCS Software, the Third-Party Software, the Custom Software, the Database Program, the Database, as well as concerning the operating software and other system software belonging to the Equipment. The Client shall do this by amongst other things regularly making spare copies and by checking their proper functioning, in order to be able to quickly get a functioning Information System after a hardware or software problem and in the case of Defects and/or Incidents.

21.4 In the event that a new Release of the CCS Software or a Patch on the Information System of the Client can only function:

a) after an expansion of and/or replacement of the Equipment and/or

after the installed operating software and other system software has been replaced by a more recent and/or suitable version, the parties will enter into reasonable negotiations with the purpose of adjusting the use right granted the Client in such manner that the Client is allowed to either expand and/or replace the Equipment, or to replace the operating software and other system software installed. If the parties are unable to reach agreement on this, CCS is no longer bound by its obligations concerning Maintenance, Standard Support and/or other support.

b) after replacement of the Third-Party Software by a more recent and/or suitable version, the Client is required to purchase and install this more recent version. If the Client fails to fulfil this obligation, CCS is no longer bound by its obligations concerning Maintenance, Standard Support and/or other support.

22 Termination

22.1 An Agreement may only be terminated ('*opzeggen*") as of the end of the (initial) term specified in Article 2.2, and after that at any time. In case of termination, a notice period of at least six months will always be observed.

22.2 Either party shall may rescind („*ontbinden*") this Agreement with immediate effect, without notice of default and without prior judicial intervention, in whole or in part, in the event that:

a) the other party fails to perform its obligations arising from these General Terms and Conditions and/or an Agreement, unless such failure, in view of its special nature or minor significance, does not justify such rescission. If performance is not permanently impossible, such right to rescind shall only arise if the obligations have not been performed after expiry of reasonable term granted in a notice in writing, which term shall in any case not be shorter than thirty (30) days;

b) the other party files for a suspension of payments;

c) the other party has been declared bankrupt; or

d) the other party is a legal entity and this legal entity is dissolved.

22.3 Termination or rescission of the Agreement on another ground than the grounds provided in these General Terms and Conditions and/or the Agreement is not possible, which means *inter alia* that a Client cannot prematurely terminate an Agreement, unless it was agreed otherwise.

22.4 The termination or rescission shall only have an effect for the future. Any termination or rescission shall be without prejudice to the claims of CCS for amounts already invoiced and still to be invoiced, on whatever ground.

22.5 Termination or rescission shall take place in writing via a registered letter addressed to the other party. If the notice of termination or rescission is addressed to CCS, such notice

shall be sent to the address specified below, unless CCS has notified the Client in writing of another address: Combined Computer Services BV, Postbus 426, 3440 AK Woerden, the Netherlands.
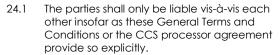
22.6 Any termination or rescission of an Agreement shall not affect the validity and applicability of the articles that by their nature are meant to survive, which articles include in any case the following articles: Article 3, 4, 7.4, 16.1, 17, 19.1, 24, 25 and 26.

22.7 In the event of termination or rescission of an Agreement, CCS is prepared to provide the Client with reasonable support in the transfer of the work performed by CCS for the benefit of the Client, either to the Client himself or to a third party designated by the Client. Such support shall be given at the expense of the Client, and only if the parties have been able to reach agreement on the applicable conditions.

23 Non-attributable shortcomings (force majeure)

23.1 Force majeure is understood to mean any condition not attributable to a party, including, but not limited to, war, fire, floods, governmental restrictions, power failures, damage to or destruction of any relevant computer network or server.

23.2 Force majeure shall not include the failure to perform or to perform in time obligations by a third party, which obligations this third party has assumed vis-à-vis one of the parties, unless the party concerned can prove that this third party's failure to perform or to perform in time was caused by force majeure of that third party. In the event of such force majeure of a third party, the party concerned cannot reasonably be required to buy its products or services from another than this third party.

23.3 In the event of force majeure, the performance of the obligations concerned and related obligations shall be suspended fully or in part for as long as the force majeure continues, without entitling either party to any compensation associated with such suspension.

23.4 The parties may only rely on force majeure vis-à-vis each other in the event that the party concerned notifies the other party as soon as possible in writing, whilst submitting the necessary reasonable items of evidence, of such a reliance on force majeure.

23.5 A party may terminate an Agreement in full or in part with immediate effect and without any obligation to compensate the other party for any damages in the event that:

a) the other party is permanently unable to perform its obligations as a result of a force majeure situation;

b) the force majeure relied on by the other party has continued for more than three months; or

c) it is reasonably established that the force majeure relied on by the other party will last for at least three months.

24 Liability

24.1 The parties shall only be liable vis-à-vis each other insofar as these General Terms and Conditions or the CCS processor agreement provide so explicitly.

24.2 In the event that either party fails imputably in the performance of one or more of its obligation(s) under these General Terms and Conditions and/or an Agreement, the other party shall provide it notice of default for this failure. The notice of default shall be provided in writing, and the defaulting party shall be granted a reasonable term to fulfil its obligations. This term shall have the nature of a strict deadline.

24.3 The party that fails imputably in the performance of its obligation(s) and is in default shall only be liable vis-à-vis the other party for compensating the direct damage incurred or to be incurred by the other party. Direct damage shall exclusively be understood by the parties to mean:

a) reasonable costs a party would have to incur in order to make the performance of the other party conform to the Agreement;

b) reasonable costs which the Client has incurred out of necessity to keep its old system or systems and related faculties operational for a longer time because CCS failed to deliver on a binding final delivery date, minus any savings resulting from the delayed delivery;

c) reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these General Terms and Conditions;

d) reasonable costs incurred to prevent or limit damage, insofar as a party demonstrates that these expenses resulted in limitation of direct damage within the meaning of these General Terms and Conditions;

e) fines imposed by a supervisory authority if this fine is exclusively the result of a breach by CCS of any obligation under the CCS processor agreement.

24.4 Each party shall be liable for damage connected to death, personal injury or damage to property incurred by the other party, his staff and/or third parties engaged by it, which damage was caused by an attributable act or omission from the party itself, its staff or third parties engaged by it, but such liability shall never exceed the amount of EUR 1,000,000.

24.5 The liability of CCS vis-à-vis the Client and – if the Client is an ASP – the customers of the Client shall on a case-by-case basis under no circumstance exceed the price stipulated in the relevant Agreement for the relevant performance of CCS within the period of twelve months preceding the default, with a maximum of EUR 1,000,000 for the total term of the Agreement. If and to the extent that prior to the default no period of twelve months has lapsed yet, the period of twelve months shall start on the commencement date of the Agreement. As far as the liability relates to an

Agreement other than with regard to use rights, Maintenance and/or Standard Support, the maximum liability on a case-by-case basis shall amount to EUR 100,000.

24.6 All liability for consequential damage, lost profits and turnover, lost savings, reduced goodwill, damage through business interruptions, damage as a result of claims from customers of a party, damage to data and all other forms of damage than those mentioned in Article 24.3, on whatever ground, is hereby explicitly excluded.

24.7 The limitations and exclusions of liability mentioned in this Article 24 shall not apply in the event and to the extent that the damage is the result of the intent or gross negligence of the relevant party or its executive staff.

25 Indemnification

25.1 CCS shall indemnify the Client against all claims by third parties based on the allegation that the CCS Software and/or Custom Software infringes third-party copyrights („*auteursrechten*") in the Netherlands under Dutch law. CCS shall pay the costs and damage established irrevocably in a final judgment, on condition that the Client has immediately notified CCS in writing and has exclusively left the handling of the case to CCS, and has rendered all assistance in this respect. In the event that a claim has been or may be instituted, CCS may either replace the CCS Software or Custom Software or alter it in such manner as CCS in its judgment deems appropriate.

25.2 The Client shall indemnify CCS from and against any claims from customers of the Client related to the use of the CCS Software, Third-Party Software and/or Custom Software. The Client shall pay the costs and damage established irrevocably in a final judgment, on condition that CCS has immediately notified the Client in writing and has involved the Client in the handling of the case.

26 Applicable law, dispute resolution and closing remarks

26.1 These General Terms and Conditions and all Agreements and all disputes relating thereto shall be governed by the law of the Netherlands.

26.2 In the event of disputes, the boards of the parties shall strive for an amicable settlement. If this does not yield results, and if the dispute, in the opinion of CCS, does not relate exclusively to the failure to pay the invoices of CCS, the parties shall attempt to resolve the dispute through mediation by the *Stichting Geschillenoplossing Automatisering* (Foundation for the Settlement of Automation Disputes).

26.3 In the event that any dispute cannot be resolved in the manner specified in Article 26.2 above, the dispute may exclusively be submitted to the competent court in Utrecht, The Netherlands.

26.4 Third parties shall not accede to any Agreement by virtue of a third-party clause in

these General Terms and Conditions and/or Agreements.