

# General Terms and Conditions, September 2024 Documizers

Chamber of Commerce reg. no.: 34362151

## 1 DEFINITIONS

In these general terms and conditions, the following definitions apply to the terms below:

- 1.1 Materials: all systems, models, charts, schedules, programmes, documentation, work instructions, data and paper that are made available to us or by us in connection with the performance of the agreed services;
- 1.2 Data Carrier: a medium on which data has been or can be recorded;
- 1.3 Hardware: hardware supported by the Supplier, along with its operating software and peripherals, used to record and/or process data, whether or not on data carriers, as well as the related components, parts and consumables;
- 1.4 Products: all materials, data carriers and hardware as defined in clauses 1.1 to 1.3, with the exception of those used for the provision of services or for application and system programs;
- 1.5 Software: licence with (where applicable) all associated modules, custom software and/or additional licences. All additions other than specific custom software are assumed to be standard. Software also includes software that has been improved or altered by the Supplier, as well as new versions of software and custom software provided by the Supplier or by third-party vendors;
- 1.6 Custom Software: software as defined in clause 1.5 that has been specified by the Supplier as being custom software;
- 1.7 Fault: failure of software to meet the requirements as set out in the documentation, or otherwise improper functioning of software;
- 1.8 Supplier personnel: the employees and/or agents engaged by the Supplier for the performance of this agreement and who will work under the Supplier's responsibility under this agreement;
- 1.9 Version Release: an altered and/or improved version of software as referred to in clause 5.2, in conjunction with hardware that meets the agreed specifications;
- 1.10 Update: software as referred to in clause 5.3, to which major changes or alterations have been made and which can replace the Client's software in whole or in part.
- 1.11 Equipment: the equipment and driver software that determine the performance of the software.

## 2 SCOPE

- 2.1 These terms and conditions apply to all our offers and agreements for the performance of work and/or the supply of products and/or services, whether or not under licence, if and insofar as we have not expressly agreed otherwise in writing. The aforementioned activities and products are hereinafter referred to as 'services'.
- 2.2 An offer is only binding if we have signed it and sent it in electronic form, stating a period during which the offer is open for acceptance. The Client's acceptance of the offer will only be effective where made in writing.
- 2.3 Except where we have explicitly made a binding offer as referred to in clause 2.2, our offers are always without obligation. An order only becomes binding once we have explicitly accepted it in electronic form. We are only bound by oral commitments after we have explicitly confirmed such commitments in electronic form.
- 2.4 Other terms and conditions of any nature whatsoever other than the present ones are explicitly rejected.
- 2.5 If the Parties agree on occasion to deviate from these terms and conditions, this does not imply that these terms and conditions would not apply or that the parties lose the right to demand strict compliance with these terms and conditions in the future, including in similar cases.

## 3 SERVICES

- 3.1 Services include, but are not restricted to: processing, on behalf of the Client, Materials we have made available on Hardware we have set up; processing data provided by the Client on this Hardware, either on-

site or over communication lines; developing or modifying Materials for the purpose of this data processing; and additional services.

- 3.2 The services listed in the appendices to the Service Agreement will be provided from the scheduled start date stated in the appendices or, if later, from the date on which all requirements for the provision of the services have been arranged.

#### **4 SERVICE AVAILABILITY**

- 4.1 The period within which or the time at which we will need to provide the agreed services has been determined in the expectation that the circumstances under which delivery will take place will not change after the acceptance of the order.
- 4.2 Should the parties encounter circumstances beyond their control which prevent the undisturbed supply or functioning of the offered services or other services or which would make such unreasonably expensive ('force majeure'), the performance of the agreement will be suspended for the duration of such force majeure circumstances.
- 4.3 If the parties have agreed that the services will be supplied in phases, we are entitled to postpone the start of the provision of services relating to a subsequent phase until the Client has approved the results of the preceding phase in writing.
- 4.4 If the data required for the verification or testing activities described in the order is not available to us, or is not made available in time, or is not in accordance with the order, our work will be deemed to have been accepted by the Client. The Client will be informed of this inferred acceptance in advance.

#### **5 SOFTWARE MAINTENANCE**

Maintenance comprises the following:

- 5.1 Corrective maintenance:  
This concerns identifying, isolating and rectifying any Faults in the standard form of the Software and the accompanying documentation, as well as in changes to the Software and/or documentation made by the Supplier. Corrective maintenance is provided only for the latest version of the Software. The Supplier undertakes to, within a period of 48 hours of being notified of a Fault in writing or by phone, take measures that will or will possibly rectify the Fault in the shortest possible time. The corrective activities will be carried out during normal working hours on working days and will be completed in the shortest possible time.
- 5.2 Perfective maintenance:  
This means making available Version Releases of Software with new features and/or improved functionality compared to the version in use.
- 5.3 Update:  
The Supplier will inform the Client as soon as possible, and in any event within 30 days from receiving notification from the Client, about an Update and the nature and consequences of such. The Client must accept the Update.
- 5.4 Changes:  
This concerns changing the Software when the Client's Hardware changes and the Supplier has available a version of the Software suitable for the new Hardware. Changes required to make the Software suitable for another computer system are not covered by the licence agreement.
- 5.5 Service and support:  
This concerns providing phone and/or remote assistance in the event of Service interruptions as well as providing advice on the use and features of the Software for a fixed amount per month based on the number of tickets. The Supplier is required to provide support based on the terms of the agreed service model. The Client reports the service interruption, receives confirmation, is updated on the progress and receives a proposal for resolving the service interruption along with an estimate of the time required. After the solution has been tested and approved by the Client, the Client confirms this to the Supplier.

<b>Documizers Service Model</b>			
	BASIC SUPPORT	FULL SUPPORT	PREMIUM SUPPORT
Submit tickets via email or portal	•	•	•
Submit tickets by phone		•	•
Priority		•	•
Support response time (during office hours) Incident response within...	2 days	4 hours	1 hour
Consultancy within 1 day Same day help from a consultant			•
Monitoring and proactive service interruption handling Support monitors your environment and resolves service interruptions immediately			•
Regular consultation with consultant (once a month) To discuss current incidents, optimisation opportunities, and new features and functionalities.			•

- 5.6 Rectification also includes the provision of a Software workaround to circumvent the relevant Fault. The Supplier will not apply a Software workaround without first obtaining the Client's prior written permission for such.

## 6 AVAILABILITY OF MAINTENANCE SERVICES

- 6.1 Maintenance activities will be carried out during normal office hours on all days, except weekends and generally recognised public holidays. Maintenance for cloud services takes place outside office hours. The Client will be informed in advance of the planned maintenance activities.
- 6.2 Any maintenance activities that cannot reasonably be performed at the Supplier's offices will be performed on-site at the Client's place of business, at the discretion of the Supplier. The travel and accommodation costs and travel and working hours will be charged to the Client at the rates specified for these. The Client is not required to make use of maintenance services; however, if the Client does not do so, the Client will not be entitled to maintenance as specified in clauses 5.1, 5.5 and 5.6 if a Fault arises or in response to a consequence thereof.

## 7 INFORMATION PROVISION

- 7.1 The Supplier will inform the Client when it intends to augment Software or, as applicable, make Version Releases or Updates of Software available.
- 7.2 As soon as the Supplier releases an addition or Update to Software or has a Version Release available, the Supplier will inform the Client about the changes and/or new features to give the Client the opportunity to assess in advance to what extent the use of such will affect the Client's programs or business operations.
- 7.3 If, after assessing the consequences, the Client decides to make use of the additions or, as applicable, the Version Release or the Update of Software, the Supplier will, on request, provide the Client with the additions or, as applicable, the Version Release or Update in a form that the Hardware stated in the licence agreement is able to read.
- 7.4 The Supplier will inform the Client if Software that is being offered or in use by the Client is deemed to be Custom Software as defined in clause 1.6. The Supplier reserves the right to exclude Custom Software from being covered under the Software Licence Agreement.

## 8 CLIENT'S RESPONSIBILITY AND COOPERATION

- 8.1 The Client is responsible for the selection of the services, for the effective and timely integration of these services into the Client's organisation, and for the selection of the Client's personnel who are to be involved in the performance of the contracts. The Client is responsible for making contingency arrangements in preparation for possible service interruptions and loss of Materials and/or Data Carriers sent or handed over to us and for establishing controls to detect any failings in the provision of our services.
- 8.2 The Client is responsible for ensuring the completeness and accuracy of the Materials and information the Client provides us. For programming orders, the Client is responsible for timely, complete, and accurate specifications of what must be produced under the order. The Client will ensure that the rooms(s) at the Client's place of business where we carry out our activities meet(s) the prerequisite technical environment conditions as specified by us and that these conditions are continuously maintained. If use is made of our services that relate to Hardware, files, programs, et cetera not under our control, it is solely the Client's responsibility to ensure that the necessary current copies (backups) of Data Carriers are made. In no event can we be held liable for the loss of data that occurs during or as a result of the performance of our services, nor for a fault in the Hardware that is not the result of the services provided by us, unless we have been contracted to provide such services.
- 8.3 Unless the order for the provision of the following services has been placed with us, the Client is responsible for the selection and timely availability of the appropriate communications facilities and devices such as terminals, lines and modems, for the proper use of these, for transmission errors, for data security during the transmission, for the accuracy of the data entered and received, and for the related control procedures.
- 8.4 We will assign identification codes to the Client to allow its authorised personnel to access its data and programs.
- 8.5 The Client, like us, will take the necessary measures to protect these codes; we will not be liable if the Client fails to do so.
- 8.6 Unless otherwise agreed in writing, the parties are responsible for the delivery and collection of all Materials related to the service. The costs and risks of shipping goods relating to the services fall to the Client. All Data Carriers the Client uses or makes available to us in connection with the service must comply with the specifications and be in a state such that these can be used without problem for the agreed services.
- 8.7 The parties will use qualified personnel to operate the Hardware. At the Client's request, our personnel can instruct the Client's personnel at the rates that apply at that time. The Client remains fully responsible for the results of the activities. Maintenance and repair will be performed exclusively by our designated personnel, who will be given full and free access to the Hardware. We will be entitled to charge the Client for the costs of repair and replacement required as a result of an act or omission on the part of the Client and/or the Client's personnel.
- 8.8 In the performance of the contracted services, each party will at all times cooperate with the other party and provide the data, information and instruction that is necessary or useful for such service provision. If it has been agreed that the Client will provide us with Hardware, Materials, Data Carriers and/or data on Data Carriers, these must meet the specifications we provide the Client.
- 8.9 If the Client refuses to take delivery of our services, the Client's obligation to pay the agreed amounts within the payment terms will remain in full force, unless the Client disputes the invoice in writing, stating the reasons for doing so, with 20 days of receipt.
- 8.10 The Client must notify the Supplier of a Fault as soon as possible, also stating the circumstances under which it occurred. After receiving the notification, the Supplier will take the necessary steps to rectify the Fault as soon as possible.
- 8.11 The Client is responsible for ensuring the completeness and accuracy of the Materials and information the Client provides the Supplier.
- 8.12 The Client guarantees that the equipment on which the software will be used will comply with all of the requirements set by the Supplier. This Equipment is specified in the user manual for the relevant Software.

## 9 WARRANTY

- 9.1 If we undertake to develop Software or to supply a Software package in accordance with the specifications set out in writing and expressly agreed between the Client and us, we warrant that, unless contractually agreed otherwise, the Software developed by us or, as applicable, the Software package we have supplied

will be able to perform the tasks specified in such specifications.

- 9.2 If we undertake to process data provided to us by the Client, we warrant that, unless contractually agreed otherwise, we will both process that data and deliver it to the Client in the agreed manner.
- 9.3 In cases other than those referred to in clauses 9.1 and 9.2, we only undertake to perform the activities assigned to us with care, unless we have expressly committed ourselves in writing to producing the Client's specific intended result through our activities and/or the products we supply. The fact of having provided the Client with oral or written advice in this respect does not signify our commitment to achieving such a result.
- 9.4 In the cases in which a warranty as referred to in clauses 9.1 and 9.2 exists, we undertake to identify, isolate and rectify, free of charge, Faults in the processed data we have supplied or in the products we have delivered insofar as the Client has notified us in writing of such Faults within six weeks of delivery in the case of supplied processed data and within three months of delivery in all other cases. Identifying, isolating and rectifying Faults under warranty takes place free of charge, unless expressly agreed otherwise in writing. Our obligation to identify, isolate and rectify such Faults free of charge does not imply, however, that agreed amounts owed by the Client do not have to be paid under the agreed payment conditions.
- 9.5 Contrary to the warranty obligation as stated in clauses 9.1 to 9.4, we can also opt to refund the fees charged for a product, service or advice that turns out to be defective or incorrect. The scope of our warranty is limited to that stated in this Warranty.
- 9.6 If any changes are made to our deliverables other than by us or with our written consent our warranty as stated in clauses 9.1 to 9.3 no longer applies from the moment of the change. Faults which are the result of mistakes made by the Client or third parties are not covered by our warranty. We may charge the Client for the costs of identifying, isolating and rectifying Faults that are not covered under this warranty, applying our then current rates for such.
- 9.7 We are at all times entitled to demonstrate that the Software we have supplied operates properly by making a test run on or with the help of Hardware or Software belonging to or designated by us. The Client is free to get an independent second opinion concerning the operation of the Software.
- 9.8 Our aggregate liability under this warranty will never exceed the price the Client pays for our deliverables.
- 9.9 We will charge for any repairs that fall outside the scope of this warranty.

## 10 PRICING

- 10.1 All prices are shown in euros. Unless otherwise stated, the prices shown in our quotations are valid for 30 days from the date of the quotation.
- 10.2 All prices are exclusive of VAT and any applicable shipping charges, insurance costs and/or import and excise duties, as well as all other temporary or special or general taxes and/or levies.
- 10.3 The annual maintenance fee (including user rights) or the annual service fee is a fixed amount per purchased user right and/or for the invoiced development costs of the Custom Software purchased by the Client, possibly supplemented by an equal percentage of the catalogue value and/or development costs of extensions and/or Custom Software purchased later and included in the agreement. These fees are based on the prices, rates, wages, taxes, duties, shipping charges, et cetera existing at the time the agreement was concluded. Should an increase or decrease occur in one of the aforementioned cost price factors, the Supplier is entitled to adjust the agreed amount annually in line with this change.
- 10.4 If applicable, a monthly fee as stated in the quotation is payable for the maintenance of Custom Software.
- 10.5 The monthly fee stated on the quotation is payable for the use of the Software. This fee is charged at the beginning of each month of use.
- 10.6 The Supplier aims to charge a comparable monthly fee for all clients.
- 10.7 An increase in the maintenance fee (including user rights) for reasons stated in clause 10.3 does not entitle the Client to terminate the agreement.
- 10.8 If, in our sole opinion, unforeseen special facilities are required for the transport of Hardware, such as but not limited to hoisting and towing of any Hardware at and/or from the place of arrival to and/or at the place of installation, the Client will be responsible for paying the costs of such, including any costs relating to a delay.

## 11 PAYMENT

- 11.1 Payment for the delivered goods and/or services is collected by direct debit. If payment is made in any way other than by direct debit, we reserve the right to charge administration fees.
- 11.2 If payment is made in any way other than by direct debit, payment must be made within 14 days of the invoice date or within the period agreed in the order confirmation. The Client will always pay promptly within the stated payment terms and in the manner we communicate to the Client.
- 11.3 The Client will pay the invoiced amounts in full in the valid currency of the Netherlands without deduction or set-off, without delay in respect of a dispute due to alleged or actual breach of contract, and without stopping payment by means of attachment by the Client in respect of a counterclaim against the Supplier or by any other means. In the event of late payment and after the Client receives a payment reminder, we will be entitled to charge the Client interest at the rate of 3 percentage points above the prevailing promissory note discount rate of De Nederlandsche Bank. We will also be entitled to recover from the Client any legal or other costs we incur in recovering said debt, with a minimum charge of 15% of the late payment amount or €750, whichever is higher.
- 11.4 If the Client requests reinstallation on other Hardware and assuming this is possible, the Client agrees to pay an amount, in all cases to be agreed by the parties in advance in writing, to cover the related additional costs.
- 11.5 Any claims, whether these concern services and/or products provided by us or amounts invoiced by us, must be made to us in writing within 14 days of receipt of the services or the related invoices, clearly stating the reason for the claim. If a claim is not submitted in accordance with the provisions stated above, we are entitled to reject the claim and the Client will be deemed to have accepted the deliverables.
- 11.6 We are only obliged to consider submitted claims if the Client submitting the claim has fulfilled all its current obligations under any agreement between that Client and us at the time of submitting the claim. In case of delivered products, no products can be returned without a returns number assigned by us. The Client is fully responsible for the goods being returned under the returns number and for the costs of returning these goods to us. The goods must be returned in the original packaging with unbroken seal, with sufficient postage attached to the outer packaging.

## 12 CHANGES

- 12.1 If we agree to make a change, addition or correction to contracted services, this may affect the agreed price and/or agreed time of delivery. Our consent to make a change, addition or correction will only be deemed to be valid if this is given explicitly and in writing.
- 12.2 Should less work be required than originally estimated, this could possibly result in a reduction of the agreed price; however, we reserve the right to charge the Client for the costs we have already incurred, for the man-hours and equipment hours we cannot use in another economically beneficial manner, and for lost profit. Should additional work be needed, the Client will be informed of this as early as possible and in any case before such work has started. Once we have notified the Client in writing of our intention to perform additional work and have not received an objection to this from the Client within five days of such notification, the Client will be deemed to have accepted the performance of this additional work and the related costs.
- 12.3 The Client must fully reimburse any losses we suffer due to delay caused by the Client failing to respond to our notification concerning additional work within the said five days.
- 12.4 We reserve the right to modify or replace our services at any time and to adjust our rates accordingly. This will not affect the costs to be charged or the services to be provided to the Client as stated in the agreement.
- 12.5 No changes may be made to the developed Software without express written permission.

## 13 PROPERTY RIGHTS

- 13.1 Unless expressly agreed otherwise in writing, the Hardware, Data Carriers and Materials made available to the Client in connection with the performance of the assigned services remain our property.
- 13.2 All goods delivered to or intended for the Client remain our property until the Client has paid us all amounts owing for such, including amounts not yet due and payable.

- 13.3 We retain all industrial and intellectual property rights relating to the Materials we provide and the inventions, drawings, models and copyrighted works contained therein.
- 13.4 Unless expressly agreed otherwise in writing, if, at the Client's request and for the purpose of the Client's order, we undertake to develop Software to be used to process data on our own Hardware, this Software and the accompanying documentation and all rights to the drawings and models contained in the documentation remain our property. Rights to inventions and know-how, even if acquired during the provision of services for the Client, always remain our property.
- 13.5 After transferring right of use/ownership rights for Software, the Client can never claim exclusive rights to use of such, nor can the Client claim exclusive rights to the services we provide.
- 13.6 Unless expressly agreed otherwise in writing, the Client will not rent out services provided by us or make these available on loan, nor will the Client copy, modify or reproduce the Software outside of making backups. The Client will impose the same obligation on intermediaries and its customers.

## 14 RIGHT TO USE THE SOFTWARE

- 14.1 The provisions with regard to intellectual property rights and the right of use that apply to the Software originally made available or specifically developed for the Client and to the accompanying documentation remain in full force for additions to and modifications of the Software and to Version Releases and Updates of the Software as well as to the associated documentation. The same also applies to the Software and documentation modified by the Client.
- 14.2 The Client has purchased a licence to use the Software and the associated documentation developed by the Supplier for X users and X extra connectors, as described in the quotation; accordingly, a licence agreement exists with the Supplier based on the 'Terms and Conditions for Licensed Use of Software supplied by Documizers' for those same users and extra connectors.
- 14.3 In the event of changes to the number of licences or the associated number of users after the date of signing, any such changes are subject to the provisions of this agreement. The number of users and connectors in the Software licence determines the number of users based on which the amount owed by the Client is calculated.
- 14.4 The Software may only be copied for the purpose of making backups.
- 14.5 The Software may not be sold, rented, leased, transferred or made available to third parties.
- 14.6 The Software's code may not be dismantled, decompiled, disassembled, reduced to its source code, or otherwise modified without the prior written consent of Documizers.

## 15 TERM AND TERMINATION

- 15.1 The agreement enters into force on the date on which the receiving party (the Client) signs the quotation and commences on the date stated in the agreement. The agreement is entered into for the period stated in the agreement, after which the agreement will be renewed automatically for a period of one month at a time, unless one of the parties terminates the agreement by providing notification to the other party one month in advance of the intended termination date, which must always be the last day of the month, by email or registered letter.
- 15.2 The licence agreement is entered into for a period of one year, after which it will be automatically renewed for a further period of one month at a time, unless the agreement is terminated by giving at least three months' written notice.
- 15.3 A licence agreement for a Proof Of Concept (POC) is entered into for a period that is identical to the period of the POC.
- 15.4 On termination of this agreement by the Client under the terms of this clause, the Client will no longer be entitled to use the Software.

## 16 EARLY TERMINATION AND DISSOLUTION

- 16.1 If the Client fails to pay an amount due by the due date or fails to pay it in full, or if the Client is in breach of any other obligation, or if bankruptcy or insolvency proceedings are commenced by or against either party, or if one of the parties applies for or is granted a suspension of payments order, or if the operations of the company of one of the parties are suspended or the company is liquidated, the party will be deemed

to be in breach by operation of law and the other party has the right, without any further notice of default and without intervention of the court, to, at that party's own discretion, suspend the performance of the agreements or to terminate the agreements entirely or in part. Should any of these events occur, all outstanding amounts become immediately payable, whether invoiced or not.

- 16.2 The early termination referred to in clause 16.1 has no retroactive effect; it does, however, result in both parties no longer being obliged to fulfil the agreement once notice of termination has been received, on the understanding that payment obligations for services already performed, products already delivered and/or periods that begin before the moment of termination will continue to exist to that extent.

## 17 LIABILITY

- 17.1 Unless there is malicious intent or gross negligence on our part, we accept no liability beyond that stated in the provisions of our Warranty as set out in clause 9 of these terms and conditions. We will only be responsible for rectifying any mistakes we have made or any Faults in the products we have supplied. We will not under any circumstances be liable for loss of profits or consequential losses of any kind.
- 17.2 We are not liable for losses caused by the acts or omissions of the Client or of persons appointed by the Client or for which the Client is otherwise responsible.
- 17.3 Neither party is liable for losses resulting from failure to provide information or data or failure to provide this in good time or for providing incorrect or defective data, information or Materials. Unless we are responsible for such losses, we are entitled to charge the Client for any additional activities and/or costs resulting from such acts or omissions at our then applicable rates.
- 17.4 We are not liable for the correctness of information and advice we or our employees provide prior to concluding the agreement with the Client. The Client remains responsible with regard to government authorities and other bodies for the administration and calculation methods it uses.
- 17.5 The Client indemnifies us and our employees against third-party claims for losses caused by the use of our services and/or Hardware, except where the relevant products and/or services were delivered through us.
- 17.6 We are not under any circumstances liable for loss of profit.
- 17.7 For an order assigned to us, our total liability is limited to €500,000 per order, and for services assigned to us, our liability is limited to an amount equal to the total stipulated price (excluding VAT) for the relevant service assigned. In the case of long-term service contracts [*duurovereenkomsten*], our liability in respect of our actions or omissions over a period of three months will in no case exceed an amount equal to the total stipulated price (excluding VAT) for the services assigned to us that were to be performed during the relevant three-month period.

## 18 FORCE MAJEURE

- 18.1 We are not liable for any failure or delay in the performance of our contractual obligations if this is the result of a force majeure event. A force majeure event means any unexpected action and/or event that could not reasonably be expected to come under our risk.
- 18.2 If and insofar as we cannot meet our obligations due to a force majeure event, the Client will not be required to pay a part of the agreed price equivalent to the charges for the period over which services cannot be provided.
- 18.3 If the force majeure event continues for more than six months or if it has been established that it will continue for more than six months, either party may terminate the agreement early without serving a period of notice, on the understanding that such early termination is no longer possible after the obligation which, temporarily, could not be fulfilled due to the force majeure event has been fulfilled in the meantime. The parties will consult with each other to find a satisfactory solution for both parties on what course of action to take with regard to amounts owed for the deliverables provided.

## 19 CONFIDENTIALITY

- 19.1 We will take measures to ensure the confidentiality of all data made available to us by or on behalf of the Client and not to disclose any of the Client's information to third parties without the Client's written permission.
- 19.2 We will observe any reasonable instructions of the Client in relation to safeguarding confidentiality.



- 19.3 If we undertake to process data provided to us by the Client using our own Hardware, the Client warrants that the documentation we provide in order for the Client to submit the data to us for processing in the correct manner and for the processed data to be optimally used will not be provided to third parties and that the content of that documentation will not be disclosed to third parties without our written permission.

## **20 NON-TRANSFERABILITY OF RIGHTS AND OBLIGATIONS**

- 20.1 The Client may not transfer any right or obligation arising from the present agreements to a third party without our written consent.

## **21 FAIR USE PRINCIPLE**

- 21.1 Fair use is deemed to be when a client processes no more than 100 documents per user per month on average. If an average of more than 100 documents per month per user are systematically being processed on an ongoing basis, this is contrary to the fair use principle. If the Client acts in contravention of the fair use principle, a solution will be sought in consultation with the Client. If none can be found, we reserve the right to terminate the right of use.
- 21.2 Each Process Manager license grants the licensee the right to a maximum of 500 process calls (server requests) per month. The use of the license must comply with the principle of fair use, where misuse, excessive, or unauthorized use may result in an upgrade or termination of the license.

## **22 NON-SOLICITATION OF PERSONNEL**

- 22.1 The Client undertakes, during the term of an agreement and up to twelve months thereafter, not to enter into agreements, whether or not for a fee, with employees who are or were closely involved in the performance of the agreement, unless we expressly agree otherwise in writing.

## **23 AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS**

- 23.1 We reserve the right to make changes to these terms and conditions. We will send the amended terms and conditions to the Client in good time. If no effective date for the changes has been stated, these will take effect with regard to the other party as soon as the other party has been notified of such.

## **24 DISPUTES**

- 24.1 All disputes will be brought before the competent court in Almelo, even if the Client has its registered offices outside the Netherlands and a treaty arrangement would recognise the authority of a foreign court to adjudicate the case. However, we reserve the right to have a dispute with a foreign Client settled by a competent foreign court.
- 24.2 The agreement with the Client is governed exclusively by Dutch law.