Terms of Service Agreement

The Puterize Terms and Conditions are filed with the Chamber of Commerce under number 92522157.

Art. 1. Acceptance and applicability

Art. 1.1. This Terms of Service Agreement ("Agreement") is entered into by and between Puterize, a Dutch eenmanszaak ("Puterize," "we," "us," or "our"), and you, the client ("Client", "you", or "your"). This Agreement governs your access to and use of all of the products, software, applications and related services (collectively, the "Services") provided by us.

Art. 1.2. By accessing or using any of our products or services, you agree to be bound by this Agreement. You may not use any of our Services if you do not accept this Agreement.

Art. 1.3. You agree to provide authentic and complete information wherever such information is required by Puterize in order to access one of our Services.

Art. 1.4. If and when occasions arise where a provision of this Agreement is partially or fully voided, the other provisions of this Agreement will still be fully binding, and the Client and Puterize shall take action to replace the voided provision of this Agreement.

Art. 2. Contract and payment

Art. 2.1. By subscribing to any of our Services, you enter a contract with Puterize which implies an obligation to make payments in accordance to the amount and deadline stated in the invoices.

Art. 2.2. Contract for the services of Puterize may be one-time or periodic (i.e. automatically renewed).

Art. 2.3. Automatically renewed contract with Puterize does not have an end date. It renews automatically by the end of each billing cycle. An automatic renewal is a legally binding agreement between the Client and Puterize. By clicking the "I Agree" button or checkbox, you are explicitly indicating that you have carefully read and consent to be bound by all its terms. If you do not agree to the terms, you should stop the subscription process.

Art. 2.4. Amount of payment in a periodic contract could be either fixed or dynamic (pay-as-you-go). The dynamic amount is calculated based on the manner or frequency the Client uses our Services.

Art. 2.5. If you entered a contract with Puterize which periodic payment obligation, Puterize has the right to adjust the price with a notice in writing 30 days before the adjustment. In case you do not agree with the adjustment, you have the right to end the contract in writing or through the cancellation functionalities of our Services. In the event of user-initiated cancellation, the contract shall stay in effect until the end of the current billing cycle.

Art. 2.6. In case of delay in payment on user's side, Puterize has the right charge the Client for extra administrative costs.

Art. 2.7. In case of failure in payment on user's side, Puterize has the right to refer the debt for collection. The Client must then pay for all judicial and extrajudicial costs, including all costs incurred due to employment of external experts, in addition to the amount you owe based on the contract between you and Puterize.

Art. 2.8. All fees paid and charges made are nonrefundable. Member's termination of membership shall not relieve you of any obligations to pay accrued charges or fees.

Art. 2.9. Notice period for cancellation of the monthly contract is 1 calendar week prior to contract period renewal date. Notice period for cancellation of the yearly contract is 1 calendar month prior to contract period renewal date.

Art. 2.10. Contracts are automatically renewed with their initial contract period. One month contracts are renewed per month and yearly contracts are renewed every year. Indefinitely until canceled according to this Agreement.

Art. 3. Confidentiality

Art. 3.1. the Client and Puterize must safely handle all data that are confidential or can be reasonably assumed as confidential. This duty of confidentiality shall not apply if either parity is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by Puterize. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.

Art. 3.2. the Client acknowledges that software distributed by Puterize via web, mobile devices or any other means is always confidential in nature and that this software contains technical and commercial secrets of Puterize.

Art. 4. Privacy

Art. 4.1. If the Client collects user data in their products relying on any of our Services, Puterize has the right to be informed about how the Client fulfills its legal obligations regarding the protection of personal data.

Art. 4.2. The Client indemnifies Puterize against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts on which a claim is based are attributable to Puterize.

Art. 4.3. The Client is fully responsible for the data that it processes in the context of using a service of Puterize. The Client guarantees vis-à-vis Puterize that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Client indemnifies Puterize against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

Art. 5. Security

Art. 5.1. If Puterize is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. Puterize does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.

Art. 5.2. The access or identification codes and certificates provided by or because of Puterize to the Client are confidential and must be treated as such by the Client, and may only be made known to authorised personnel in the Client's own organisation. Puterize is entitled to change the access or identification codes and certificates.

Art. 5.3. The Client must adequately secure its systems and infrastructure and have active firewall protection at all times.

Art. 6. Risk

Art. 6.1. The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the contract shall pass to the Client at the time at which the Client or an auxiliary person of the Client comes into actual possession of the items and information referred to.

Art. 7. Intellectual property

Art. 7.1. Unless stated otherwise in a formal writing, Puterize holds intellectual property rights without any restriction on all the ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like developed in Puterize.

Art. 7.2. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the Client under the contract are held exclusively by Puterize, its licensors or its suppliers. The Client shall have the rights of use expressly granted under these Terms and Conditions, the contract concluded in writing between the parties and the law. A right accorded to the Client is non-exclusive and may not be transferred, pledged or sublicensed.

Art. 7.3. The Client may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.

Art. 7.4. Even if not expressly provided for in the contract, Puterize may always take technical measures to protect equipment, data files, websites, software made available, software to which the Client is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.

Art. 7.5. Puterize will protect the Client from any third-party claim alleging that software, websites, data files, or other materials created by Puterize infringe upon the third party's intellectual property rights. However, the Client must:

- Immediately notify Puterize in writing about the claim.
- Allow Puterize to handle the claim and any related settlements.
- Provide Puterize with the necessary powers of attorney, information, and assistance to defend against the claim.

Puterize's indemnification obligation does not apply if the alleged infringement involves:

- Materials provided by the Client to Puterize for use, modification, processing, or maintenance.
- Changes made or commissioned by the Client to the software, website, data files, or other materials without Puterize's written consent.

If a court determines that Puterize's work infringes on a third party's intellectual property rights, or if Puterize believes that such infringement is likely, Puterize will, if feasible, ensure that the Client can continue to use or have access to functional equivalents of the infringing materials. Puterize's indemnification obligations do not extend beyond this provision.

Art. 7.6. The Client guarantees that providing software, website materials, data files, and/or other materials and designs to Puterize for use, maintenance, processing, installation, or integration does not infringe on any third-party rights. The Client agrees to indemnify Puterize against any third-party claims alleging that such provision, use, maintenance, processing, installation, or integration infringes on their rights.

Art. 8. Obligations to cooperate

Art. 8.1. The parties recognize that the successful deployment of a software product in their work environment or infrastructure relies on proper and timely cooperation. The Client shall promptly provide the cooperation reasonably required by Puterize.

Art. 8.2. The Client bears the risk associated with selecting the items, goods, and/or services to be provided by Puterize. The Client must exercise due diligence to ensure that the requirements for Puterize's performance are accurate and complete. Any measurements and particulars provided in drawings, images, catalogues, websites, offers, advertising material, standardisation sheets, and the like are not binding for Puterize unless explicitly stated otherwise by Puterize.

Art. 8.3. If, in connection with Puterize's services and products, the Client provides software or other resources to Puterize, the Client guarantees that all necessary licenses or approvals required by Puterize in relation to these resources shall be obtained.

Art. 8.4. The Client is responsible for the management, including settings verification, and use of the products supplied and/or services provided by Puterize, as well as the utilization of the results of these products and services. The Client is also responsible for adequately instructing users to handle or interact with the products/services provided by Puterize.

Art. 9. Obligations to provide information

Art. 9.1. To facilitate Puterize's proper performance of the contract, the Client shall promptly provide all information reasonably required by Puterize.

Art. 9.2. The Client guarantees that the information, designs, and specifications provided to Puterize are accurate and complete. Should Puterize identify any apparent inaccuracies in the information, designs, or specifications provided by the Client, Puterize shall contact the Client to address the matter, and the Client shall promptly provide the necessary corrections.

Art. 10. Service delivery obligations

Art. 10.1. Puterize shall use reasonable efforts to comply with the agreed terms, delivery periods, and dates to the greatest extent possible. Any interim dates or delivery dates specified by Puterize or agreed between the parties are indicative and serve as target dates, not legally binding for Puterize.

Art. 10.2. If an agreed-on term is likely to be exceeded, Puterize and the Client shall consult each other about the consequences of the delay and its impact on further planning.

Art. 10.3. Puterize shall only be in default if the Client provides Puterize with a written notice of default describing the breach in detail and allowing a reasonable period

for remedy, which has subsequently passed. This applies even if firm deadlines and delivery periods or dates have been agreed.

Art. 10.4. If the work is to be performed in phases, Puterize may postpone the start of a phase until the Client has approved the results of the preceding phase in writing.

Art. 10.5. Puterize shall not be bound by any date, delivery date, term, or delivery period if:

- The parties agree to amend the content or scope of the contract.
- The Client fails to fulfill its contractual obligations on time or in full. The need for or occurrence of additional work during the performance of the contract shall not entitle the Client to terminate or rescind the contract.

Art. 11. Termination and cancellation of the contract

Art. 11.1. Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The Client's payment obligations and all obligations of the Client or a third party engaged by the Client to cooperate and/or provide information apply in all cases as essential obligations under the contract.

Art. 11.2. If, at the time of rescission, the Client has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the Client proves that Puterize is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by Puterize prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.

Art. 11.3. Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. Puterize may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the Client's company. Puterize is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the Client goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use Puterize's services, without termination by Puterize being required.

Art. 12. Liability of Puterize

Art. 12.1. Puterize's total liability for any attributable failure in the performance of the contract, including any failure to fulfill a warranty obligation agreed with the Client, shall be limited to compensation for direct loss only, up to a maximum of the price stipulated for the contract (excluding VAT) for one year. In no event shall Puterize's total liability for direct loss, on any legal basis whatsoever, exceed EUR 15,000 (fifteen thousand euros).

Art. 12.2. Puterize shall not be liable for any of the following, regardless of the legal basis:

- Indirect loss or consequential loss
- Loss of profits, lost savings, or reduced goodwill
- Loss due to business interruption
- Loss arising from claims of the Client's customers
- Loss arising from the use of items, materials, or software of third parties prescribed by the Client to Puterize
- Loss due to attributable failure in the performance of third-party equipment
- Loss arising from the engagement of suppliers prescribed by the Client to Puterize
- Corruption, destruction, or loss of data or documents

Art. 12.3. Unless performance by Puterize is permanently impossible, Puterize shall only be liable for an attributable failure in the performance of a contract if the following conditions are met:

- The Client promptly provides Puterize with a written notice of default describing the breach in detail;
- The Client grants Puterize a reasonable term to remedy the breach; and
- Puterize culpably fails to fulfill its obligations after the granted term has passed.
- The notice of default must comprehensively and clearly describe the breach to enable Puterize to respond adequately.

Art. 12.4. To assert any right to compensation, the Client must notify Puterize in writing of the loss as soon as possible after its occurrence. Any claim for compensation against Puterize shall be barred by the expiration of a 24-month period following the inception of the claim, unless the Client has initiated legal action for damages prior to the expiry of this period.

Art. 12.5. The Client indemnifies Puterize against any and all third-party claims arising from product liability due to a defect in a product or system supplied by the Client to a third party, which included software or other materials supplied by Puterize. This indemnification does not apply to the extent the Client proves that the loss was caused by the software or other materials provided by Puterize.

Art. 12.6. The provisions of this article and all other limitations and exclusions of liability specified in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities engaged by Puterize in the performance of the contract.

Art. 13. Force majeure

Art. 13.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Puterize means, among other things: (i) force majeure on the part of Puterize, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to Puterize by the Client, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Puterize by the Client, (iv) government measures, (v) power failures, (vi) Internet, data network, computer infrastructure or telecommunication facilities failures, (vii) war and (viii) general transport problems.

Art. 13.2. Either party shall have the right to rescind the contract in writing if a force majeure event persists for more than 60 days. In such a case, each party shall pay for the services already rendered under the contract on a proportional basis, with no further obligations owed to each other.

Art. 14. Changes and additional work

Art. 14.1. If, at the request or with the prior consent of the Client, Puterize performs work or supplies goods or services outside the agreed scope, the Client shall pay for these additional services at the agreed rates. If no rates have been agreed, payment shall be made at Puterize's usual rates. Puterize is not obligated to grant such requests and may require a separate written contract for this purpose.

Art. 14.2. In cases where a fixed price has been agreed for the provision of services, Puterize shall, upon request, inform the Client in writing about the financial implications of any additional work or additional provision of goods or services as referred to in this article.

Art. 15. Transfer of rights and obligations

Art. 15.1. The Client may not sell, transfer or pledge its rights and obligations under a contract to a third party.

Art. 15.2. Puterize is entitled to sell, transfer or pledge its claims to payment of amounts owed by the Client to a third party, including but not limited to, a debt collection agency.

Art. 16. Jurisdication and dispute resolution

Art. 16.1. Contracts between Puterize and the customer are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

Art. 16.2. Any disputes arising from the contract concluded between the parties and/or any subsequent contracts derived from it shall be resolved through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), based in The Hague, the Netherlands. This provision does not prejudice the right of each party to seek preliminary relief in summary arbitral proceedings or to take precautionary measures. The arbitration proceedings shall be conducted in The Hague.

Art. 17. Service Provision and Liability Agreement

Art. 17.1. Puterize undertakes to deliver its services with due care and to the best of its ability, in accordance with written agreements and established procedures with the Client, where applicable. All services shall be performed on a best-efforts basis, unless Puterize has explicitly guaranteed a result in the written contract, and the result is clearly defined therein.

Art. 17.2. Puterize shall not be held liable for any loss or costs incurred due to the use or misuse of access or identification codes or certificates, unless such misuse is a direct result of willful intent or gross negligence on the part of Puterize's management.

Art. 17.3. In contracts where performance is expected by a specific individual, Puterize reserves the right to replace such individual with one or more persons of equivalent qualifications.

Art. 17.4. Puterize is not obligated to follow the Client's instructions during service performance, particularly if these instructions alter or expand the agreed scope of services. Should Puterize choose to follow such instructions, the additional work shall be billed according to Puterize's standard rates or rates eventually agreed upon by Puterize and the Client.

Art. 17.5. Any additional work undertaken at the Client's request will be charged in accordance with Puterize's usual rates or rates eventually agreed upon by Puterize and the Client.

Art. 18. Service Level Agreement

Art. 18.1. Any agreements concerning service levels (Service Level Agreements) must be explicitly agreed upon in writing. The Client is obligated to promptly notify Puterize of any circumstances that may impact or potentially impact the service level and its availability.

Art. 18.2. If service level agreements have been established, the availability of software, systems, and related services shall be measured in such a way that unavailability due to preventive, corrective, or adaptive maintenance, or other forms of service announced by Puterize in advance, as well as circumstances beyond Puterize's con-

trol, are not taken into account. The availability measurements provided by Puterize shall be considered conclusive evidence, unless the Client presents evidence to the contrary.

Art. 19. Data Backup and Retention

Art. 19.1. If the services provided to the Client under the contract include data backups, Puterize shall create a complete backup of the Client's data in its possession according to the agreed-upon periods in writing, or once a week if no specific periods have been agreed upon. Puterize shall retain the backup for the duration of the agreed term, or for the duration of Puterize's usual term if no specific agreements have been made regarding the retention period. Puterize shall store the backup with due care.

Art. 19.2. The Client remains responsible for fulfilling all administrative and retention obligations imposed by law.

Art. 20. Client Obligations and Service Provisions

Art. 20.1. The Client may not resell the Services or allow third parties to use the Services provided by Puterize in a manner that causes competition or a conflict of interest with Puterize.

Art. 20.2. If Puterize performs work related to the data of the Client, its employees, or users pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all associated costs shall be charged to the Client.

Art. 20.3. Puterize may change the content or scope of the Services delivery model. If such changes necessitate alterations to the Client's current procedures, Puterize shall inform the Client as soon as possible. The costs of this change shall be borne by the Client. The Client may terminate the contract in this case, with the termination taking effect on the date the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or Puterize bears the costs of this change.

Art. 20.4. Puterize may continue to provide Services using a new or modified version of the software. Puterize is not obligated to maintain, modify, or add certain features or functionalities of the service or software specifically for the Client.

Art. 20.5. Puterize may temporarily suspend all or part of the Services for preventive, corrective, or adaptive maintenance or other forms of service. Puterize shall minimize the duration of service outages and, where possible, schedule them outside of office hours.

Art. 20.6. Puterize is not obliged to provide a physical media containing the software provided to and held by the Client in the context of the Services, including but not limited to usb-drives, hard disks, DVDs, CD-ROMs.

Art. 21. Software Performance, Maintenance, and Compliance

Art. 21.1. Puterize does not guarantee that the software provided and maintained as part of the Services will be error-free or function without interruption. Puterize will endeavor to rectify errors within a reasonable timeframe, provided that the errors are in software developed by Puterize and the Client has submitted a detailed, written description of the defects. Puterize may postpone fixing defects until a new version of the software is released. Puterize does not guarantee the resolution of defects in third-party software. Puterize may implement temporary solutions, workarounds, or limitations to mitigate issues. If the software was developed based on the Client's instructions, Puterize may charge the Client for the cost of fixing defects at Puterize's usual rates.

Art. 21.2. Based on the information provided by Puterize regarding measures to prevent and limit the effects of malfunctions, defects in the Services, data corruption or loss, or other incidents, the Client shall identify and list the risks to its organization and take additional measures if necessary. Upon the Client's request, Puterize is willing to provide assistance, within reasonable limits and according to the financial and other conditions set by Puterize, with further measures to be taken by the Client. Puterize is not obligated to recover corrupted or lost data.

Art. 21.3. Puterize does not guarantee that the software provided and maintained as part of the Services will be adapted to changes in relevant legislation and regulations in a timely manner.

Art. 21.4. The obligations and guarantees of Puterize are subject to the limitations and conditions outlined in the agreement with the Client. The Client is responsible for assessing and managing risks associated with the use of the Services and the software provided by Puterize.

Art. 22. Data Protection and Compliance

Art. 22.1. Under applicable data protection legislation, such as the EU General Data Protection Regulation (GDPR), the Client has certain obligations towards third parties. These obligations include providing information to data subjects, granting data subjects access to their personal data, and correcting or deleting personal data upon request. The Client is solely responsible for fulfilling these obligations. The parties acknowledge that Puterize acts as a 'processor' within the meaning of the GDPR with respect to the processing of personal data.

Art. 22.2. Puterize Support for Client Obligations

To the extent technically feasible, Puterize shall provide support to the Client in fulfilling its data protection obligations. The costs associated with this support are not included in the agreed prices and payments and shall be borne by the Client.

Art. 22.3. The Client is responsible for ensuring compliance with all applicable data protection laws and regulations. Puterize's support is limited to technical assistance and does not relieve the Client of its responsibilities under the law.

Art. 23. Software License and Usage Agreement

Art. 23.1. Puterize shall make the agreed computer programs and user documentation, hereinafter referred to as the 'software', available to the Client for use for the duration of the contract on the basis of a non-exclusive license. The Client may not transfer, pledge, or sublicense this right to use the software.

Art. 23.2. The Client's right to use the software extends only to the object code. The Client shall not have access to the software's source code or technical documentation prepared during its development, even if the Client is willing to pay for it.

Art. 23.3. The Client shall strictly comply with all agreed restrictions on the use of the software.

Art. 23.4. Puterize may require the Client to obtain one or more codes for software use and may implement technical measures to protect the software against unlawful use. The Client shall not remove or bypass these technical measures.

Art. 23.5. The Client may only use the software within its own company or organization and solely for its intended purpose. The Client shall not use the software for third parties, including in the context of Software as a Service (SaaS) or outsourcing.

Art. 23.6. The Client may not sell, rent, dispose of, grant limited rights to, or make the software available to third parties in any way. The Client may not grant a third party access to the software or place the software with a third party for hosting.

Art. 23.7. The Client shall cooperate promptly with any investigation by or for Puterize into compliance with the agreed restrictions on use. If requested, the Client shall grant Puterize access to its buildings and systems. Puterize shall treat all confidential business information obtained during such an investigation as confidential.

Art. 23.8. The parties agree that the contract for the provision of software is not a purchase contract.

Art. 23.9. Puterize is not obligated to provide support to its users or administrators. If Puterize is requested to provide support, it may require the Client to enter into a separate, written contract for that purpose.

Art. 23.10. The Client is responsible for ensuring that its use of the software complies with all agreed terms and conditions. Puterize reserves the right to enforce its rights under the agreement and take necessary actions to protect its intellectual property.

Art. 24. Delivery and installation

Art. 24.1. At its discretion, Puterize may provide the software on the agreed-upon type of data carrier, or, in the absence of such an agreement, on a data carrier type selected by Puterize. Alternatively, Puterize may make the software available to the Client online. Any agreed-upon user documentation shall be furnished in either printed or digital format, in a language determined by Puterize.

Art. 24.2. Puterize shall only perform the software installation at the Client's business premises if explicitly agreed upon between both parties. In the absence of such an agreement, the Client shall be responsible for installing, configuring, parameterizing, optimizing, and, if necessary, modifying the equipment and operating environment used.

Art. 25. Acceptance

Art. 25.1. If the parties have not agreed upon an acceptance test, the Client shall accept the software in its delivered state ('as is, where is'), including all apparent and non-apparent errors and defects. This does not affect Puterize's obligations under the warranty scheme. In such cases, the software shall be deemed accepted by the Client upon delivery or, if installation by Puterize is agreed in writing, upon completion of installation.

Art. 25.2. In these Terms and Conditions, an 'error' refers to a substantial failure of the software to meet the functional or technical specifications expressly stated by Puterize in writing. For customized software, this includes meeting agreed functional or technical specifications. An error must be demonstrable by the Client and reproducible. The Client must report errors promptly. Puterize's obligations are limited to errors as defined herein.

Art. 25.3. If an acceptance test has been agreed, the test period shall be 14 days following delivery or, if installation by Puterize is agreed in writing, 14 days following the completion of installation. The Client may not use the software for production or operational purposes during this period. The Client shall conduct the agreed acceptance test using qualified personnel and with sufficient thoroughness.

Art. 25.4. If an acceptance test has been agreed, the Client must verify that the delivered software meets the functional or technical specifications expressly stated by Puterize in writing, and for customized software, the agreed specifications.

Art. 25.5. The software shall be deemed accepted: (a) if an acceptance test is agreed, on the first day following the test period; (b) if Puterize receives a test report before the end of the test period, upon resolution of the reported errors, excluding minor errors; or (c) if the Client uses the software for production or operational purposes, at the time of such use.

Art. 25.6. If errors are identified during the acceptance test, the Client must report the test results to Puterize in writing, clearly and comprehensively, no later than the last day of the test period. Puterize shall endeavor to resolve the reported errors within a reasonable timeframe and may install temporary solutions or workarounds.

Art. 25.7. The Client may not refuse to accept the software for reasons unrelated to the agreed specifications or due to minor errors that do not significantly impede operational or productive use. Acceptance may not be refused based on subjective aspects, such as aesthetic preferences.

Art. 25.8. If the software is delivered and tested in phases or parts, non-acceptance of a specific phase or part shall not affect the acceptance of a previous phase or different part.

Art. 25.9. Acceptance of the software in any manner outlined herein shall fulfill Puterize's obligations regarding software availability, delivery, and, if agreed, installation.

Art. 26. Availability

Art. 26.1. Puterize shall make the software available within a reasonable timeframe following the conclusion of the contract.

Art. 26.2. Puterize shall have no obligation to assist with any data conversion requested by the Client at or following the end of the contract.

Art. 27. Changes in the software

Art. 27.1. Unless otherwise permitted by law, the Client may not modify all or part of the software without the prior written consent of Puterize. Puterize reserves the right to refuse or condition such permission. The Client assumes all risks associated with any changes it makes or requests third parties to make, regardless of whether Puterize has granted permission.

Art. 28. Guarantee

Art. 28.1. Puterize is committed to rectifying software errors within a reasonable time frame, provided they are reported in writing and in detail, with steps for replication of the said errors, within three months post-delivery or, if an acceptance test was agreed upon, within three months post-acceptance. Puterize does not warrant that the soft-

ware will be fit for a particular purpose or use, nor does it guarantee uninterrupted operation or the resolution of all errors.

Art. 28.2. Error correction services will be provided free of charge, except when the software was developed based on client instructions other than at a fixed price, in which case Puterize will charge its standard rates.

Art. 28.3. Puterize may charge its standard rates for correcting errors resulting from user mistakes, improper use by the client, or causes not attributable to Puterize. The obligation to correct errors will be void if the client makes or commissions changes to the software without Puterize's written consent.

Art. 28.4. Error correction will be performed at a location and in a manner determined by Puterize. This may include the installation of temporary solutions, workarounds, or problem-avoiding limitations in the software.

Art. 28.5. Puterize is not obligated to recover corrupted or lost data.

Art. 29. Third-Party Software Licensing

Art. 29.1. In the event that Puterize provides third-party software to the Client, the license terms of the respective third parties shall govern the relationship between Puterize and the Client with respect to said software. These third-party license terms shall supersede any conflicting provisions in these Terms and Conditions, provided that Puterize has notified the Client in writing of the applicability of the third-party license terms and has made a copy of these terms available to the Client prior to the conclusion of the contract. However, the Client shall not be entitled to claim Puterize's failure to fulfill the aforementioned obligation to provide information if the Client is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.

Art. 29.2. Should the aforementioned third-party license terms be deemed inapplicable or declared null and void in the relationship between the Client and Puterize for any reason, the provisions of these general terms and conditions shall apply in full.

Art. 30. Specifications and development of software

Art. 30.1. If the specifications or design of the software to be developed have not been provided prior to or at the conclusion of the contract, the parties shall collaboratively document, in writing, the software or website to be developed and the manner of its development.

Art. 30.2. Puterize shall develop the software with due care, adhering to the agreed specifications or design, and considering any agreed project organization, methods, techniques, and/or procedures. Puterize may require the Client's written agreement to the specifications or design before commencing development work.

Art. 30.3. If the parties employ an iterative development method (such as Scrum), they acknowledge that initial work may not be based on complete or fully detailed specifications and that specifications may evolve during the project. Throughout the project, the parties shall collaboratively decide on applicable specifications for subsequent phases or development processes. The Client accepts the risk that the software may not meet all specifications and ensures that relevant end users actively contribute to testing and decision-making, with the Client's organization providing necessary support. The Client guarantees that its appointed employees have the required decision-making powers and that it will make timely progress-related decisions. If the Client fails to do so, Puterize may, at its discretion, make appropriate decisions.

Art. 30.4. Unless otherwise agreed, Puterize shall commence design and/or development work within a reasonable time frame following the conclusion of the contract.

Art. 30.5. Puterize's performance obligations do not include providing providing user/ administrator or maintenance support. If Puterize is required to perform such tasks, a separate written contract may be necessary, with charges according to Puterize's standard rates.

Art. 31. Delivery, installation and acceptance

Art. 31.1. The provisions of delivery and installation apply mutatis mutandis.

Art. 31.2. Unless, pursuant to the contract, Puterize must host the software and/or website on its own computer system for the Client, Puterize shall deliver the website to the Client on a data carrier and in a form determined by Puterize, or shall make the software and/or website available to the Client online.

Art. 32. Right of use

Art. 32.1. Puterize shall make the software developed on the instructions of the Client and any associated user documentation available to the Client for use.

Art. 32.2. Puterize is not obligated to provide source code uneless source code delivery is explicitly agreed in writing, in which case the Client shall be entitled to make changes to the software. If the software is developed under an open source license, the terms of that license shall apply.

Art. 32.3. Puterize is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.

Art. 33. Maintenance and updates

Art. 33.1. If Puterize performs maintenance work in an on-premise environment, the Client shall promptly ensure that a proper infrastructure and network facilities are in place.

Art. 33.2. The Client shall extend the cooperation required by Puterize in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.

Art. 33.3. If the maintenance work relates to software that was not supplied to the Client by Puterize, the Client, if Puterize believes this is necessary or desirable for the maintenance work, shall make the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available. The Client guarantees that it is entitled to make the aforementioned items available. The Client grants Puterize the right to use and change the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance work.

Art. 33.4. The maintenance work performed by Puterize does not affect the Client's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The Client shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Art. 33.5. Maintenance shall include the provision of new software versions only if explicitly agreed upon in writing. The release of new versions shall be at Puterize's discretion.

Art. 33.6. Three months after the release of an improved version, Puterize shall no longer be obligated to fix errors, provide support, or perform maintenance work for the previous version.

Art. 33.7. Puterize may require the Client to enter into a further written contract and make additional payments for versions with new functionality. While Puterize may incorporate functionality from previous versions, it does not guarantee that each new version will include the same functionality. Puterize is not obligated to maintain, modify, or add specific features or functionalities solely for the Client.

Art. 33.8. Puterize may require the Client to modify its system (including equipment, software, and other components) if necessary for the proper functioning of a new software version.

Art. 34. Support and Standby Services

Art. 34.1. If the contract includes user and/or administrator support services, Puterize shall provide telephone or email advice on the use and functioning of the specified software. Puterize may set conditions regarding the qualifications and number of persons eligible for support. Puterize shall address properly substantiated support

requests within a reasonable time frame, following its usual procedures. Puterize does not guarantee the accuracy, completeness, or timeliness of responses or support offered. Support services shall be provided on working days during Puterize's usual business hours.

Art. 34.2. If the contract includes standby services, Puterize shall ensure the availability of one or more staff members on the days and during the times specified in the contract. In case of urgency, the Client may engage the support of staff members on standby if there is a serious malfunction in the software's operation. Puterize does not guarantee the swift resolution of all malfunctions.

Art. 34.3. The maintenance and other agreed services shall commence on the date the contract is concluded, unless otherwise agreed upon in writing by the parties.