

General terms and conditions for delivery

Protify B.V.

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Chamber of Commerce (KvK): 65612000

General

1.1 Definitions

In these General terms and conditions, the following definitions are used:

Protify: *Protify B.V., located in Utrecht*

Clients: companies or institutions for which Protify B.V. will complete a project.

Programming: the standard and/or custom SaaS software specifically installed by Protify B.V.

PCT: Protify Compliance Tool

Documentation: the description of how the SaaS software must be used and/or how the management achieves the desired goal in connection with the use of the software.

1.2 Applicability

These General terms and conditions are part of the agreement between Protify and Protify's Clients. These General terms and conditions are available without charge upon request and can be downloaded on our website.

The General terms and conditions apply to all offers, work, services, quotes and other agreements (licensing agreements) between Protify and Clients, and their legal successors. These General terms and conditions also apply to the non-exclusive right to use the Protify Compliance Tool (PCT) products.

Derogations from these General terms and conditions are only valid if these are expressly agreed in writing. The applicability of terms and conditions of the client are expressly rejected.

2 Basis of quotes

Quotes from Protify are based on the information that is provided by the Client.

Client guarantees that to the best of the client's knowledge all information to the set-up and conducting of the research has been provided. Protify will carry out the services to be provided to the best judgement of its abilities and in accordance with good professional practice. This obligation has the character of a 'duty of effort', because achieving the intended result cannot be guaranteed.

3 Making information and employees available by the Client

In order for the completion of the project to go as well and as close to on-schedule as possible, the Client will provide all documents and information that Protify needs in a timely fashion. This also applies for making available employees from the Client's organization who will be involved in the work of Protify. If Protify can not perform work due to the non-timely provision of data and / or employees, this will be at the expense and risk of the client.

4 Involving third parties in the project

Involving or engaging third parties for the completion of the project by the Client or by Protify will happen only in mutual consultation.

5 Changes to advisory team

Protify will change the composition of the advisory team if of the opinion that this is necessary for the completion of the project. The change may not reduce the quality of the advisory services to be provided, nor negatively impact the continuity of the project. A change to the advisory team can also be made at the request of the Client in consultation with Protify.

6 Rates and costs for the project

With respect to the rates and the cost estimates based thereon, the administrative costs, travel time, travel and lodging expenses and other project-bound costs are included. Insofar as these costs are not included, they can be billed separately. An interim change in the level of rates and costs that forces Protify to implement a rate adjustment or adjustment of the aforementioned expense reimbursements will be charged forward. No interest charges are included in the fee, unless otherwise indicated in the quote. All amounts stated by Protify exclude VAT.

7 Payment conditions

All prices exclude sales tax (VAT) and other governmentally imposed charges.

The fee and the costs as mentioned in article 6, which are not included in the rates, will be billed at the end of the project, unless periodic payments are explicitly agreed.

Payment must be made within 14 days after the invoice date. After that due date, the statutory interest will be billed, without a notice of default being required. If payment continues to be lacking, Protify can forbid the Client to use the results of the project by calling on the uncertainty exception. If the Client is in default or in some other way falls short in the fulfilment of one or more obligations, then all reasonable costs, both inside and outside court, for obtaining satisfaction will be borne by the Client.

If the project is awarded by more than one Client, then all Clients are chiefly liable for the fulfilment of the obligations as indicated in this article (regardless of the allocation from the declaration).

8 Change to the project or additional work

The Client accepts that the schedule for the project can be influenced if parties expand or change the approach, method or scope of the project and/or the resulting work along the way. If the interim change to the project occurs due to the actions of the Client, Protify will make the necessary adjustments if the quality of the service delivery demands it. If such adjustments lead to additional work, this will be confirmed with the Client as an additional project.

9 Term and closing of the project

The term of the project can, apart from the efforts of the advisory team, be influenced by all kinds of factors, such as the quality of the information that Protify receives and the cooperation that is extended. Protify cannot therefore indicate in advance exactly how long the completion time for the project will be. In the financial sense, the project is closed as soon as the final billing is approved by the Client. If the Client wishes a check by a registered accountant of the statements from Protify, then Protify will cooperate with this. The costs of such a check will be borne by the Client.

10 Force majeure

If Protify cannot commence, complete or continue one or more of the obligations deriving from the project or a maintenance contract due to force majeure or any other cause outside the control of Protify, such as strikes, delays, lock-out, fire, riots, public unrest and the like, then the work on the relevant part of the project or the maintenance contract will be suspended. Protify will inform the Client as soon as possible of such a fact or circumstance.

'Force majeure' will include unforeseen circumstances with respect to persons and/or materials that Protify employs or attempts to employ for the completion of the project, which are of such a nature that the completion of the project therefore becomes impossible, or is so encumbered and/or disproportionately expensive that prompt fulfilment cannot reasonably be expected. The following are considered in particular to qualify as such circumstances: governmental measures, traffic and shipping disruptions, disruptions in the delivery of products and aids, complications unforeseen by both parties and the like.

11 Dissolution

If Client remains in default of payment or any other obligation for the project, the licensing contract or maintenance contract, Protify is entitled without judicial intervention to resort to whole or partial dissolution of the agreement, as well as recovering the deliveries or closing the Programming, without prejudice to any obligation of the Client to compensate for damages.

Protify also has the power of dissolution and recovery intended in the preceding paragraph if the Client dies, is placed under curatorship, should enter liquidation, is declared bankrupt, is granted temporary suspension of payments, or is subject to seizure or garnishments.

12 Intellectual property

Models, techniques, instruments, including the PCT software, that are used for completing the project and included in the advisory or research results are and remain the property of Protify. Publication and further use can therefore only occur after obtaining permission from Protify. The Client of course has the right to duplicate documents for us in the Client's own organization, insofar as appropriate within the goal of the project. In the event of premature termination of the project, the foregoing applies correspondingly.

13 Confidentiality and secrecy

Protify is required to keep all information and data from the Client secret from third parties. In the context of the project, Protify will take all possible precautionary measures to protect the interests of the Client. The Client will not

make statements without consent from Protify to third parties regarding Protify's approach, methods or the like, nor make the report(s) provided available to third parties.

14 Violations

Upon violation of that provided in articles 12 and 13, Client owes an immediately payable penalty of € 10,000.00, without prejudice to the right of Protify to compensation for damages suffered as a result of the violation.

15 Liability

Protify is liable for the shortcomings in the completion of the project insofar as these are the result of not acting with the care, expertise and professionalism which may be expected from making recommendations in the context of the relevant project.

The liability for the damage caused by the shortcoming will be limited to the direct damage as well as to the amount of the fee that Protify has received for the work in the context of that project. For projects that last longer than six months, a further limitation applies to the liability intended here to a maximum of the amounts billed over the last six months. Any claims of the Client in the sense intended here must be submitted within one year after the discovery of the damage, in the absence of which the Client has waived such rights.

Client cannot hold Protify liable for any damages suffered that are connected with the certification (or not receiving certification) of the company.

16 Applicable law and competent court

Dutch law applies to all offers and agreements.

Disputes resulting from or connected with an offer to or an agreement with the Client – with the exception of disputes regarding jurisdiction, over which the district court has exclusive jurisdiction – will be decided by the court designated by common law in Utrecht.

MANAGED SERVICE CONTRACTS

17 Managed Services

Protify can make a quote for a Managed Services contract. A Managed Service contract is always tailored to the client's situation.

18 Termination of on-going Managed Services

Unless otherwise stated in the quotation, Managed Service contracts are entered into for a period of 1 year.

Cancellation can only be made by the end of the term. Client must always take a period of notice of 30 days into account. Managed Service Contracts that are not terminated (in time) will be tacitly extended for a period of 1 year.

19 Rate

Unless the offer expressly states otherwise, a fixed amount per month will be charged for the work. In the event of tacit renewal of the Managed Service contract, Protify has the option to increase the monthly rate of the Managed Service contract in connection with the interim change in the level of wages and costs.

DELIVERY AND USE OF PROGRAMMING

20 Delivery of SaaS software

Protify advises with respect to monitoring and managing related activities. As part of the services, Contractor can make use of the Software as a Service (SaaS) solution from Protify, The Protify Compliance Tool ("Programming").

Protify will deliver the Programming on the agreed type and size of information carriers to Client and install the Programming for Client. In the absence of express agreements in this regard, Client will install, set-up, set parameters for, tune and if needed modify the devices and usage environment. Unless expressly agreed otherwise, Protify is not required to perform data conversion.

21 Documentation

After installation and implementation of Programming that is developed by Protify or for which Protify has sold a licence, Protify will provide the Client with a digital copy of the documentation. The documentation includes a description of the Programming delivered by Protify.

22 Acceptance

Unless otherwise agreed, Client will conduct an acceptance test after the date of delivery of the Programming. During the acceptance test, Protify will provide Client with assistance at the Client's request and at the rates applicable at that time.

Within twenty workdays after the date of operation-ready delivery, Client will have completed the Acceptance test.

Within five workdays after the acceptance test has been done, Client sends Protify a dated report from the acceptance

test. In this report, any defects noted will be documented, and it will be indicated whether the whole functions well, and it will further be stated whether the Programming is or is not accepted. Should Protify not yet have received the results of the acceptance test after the passing of this period, then Protify will remind the Client

in writing to immediately provide the results of the acceptance test. In the absence of a response, the Programming will be considered to be accepted after five workdays after the date of the reminder from Protify.

If the Client has not accepted the Programming upon completing the acceptance test, the acceptance test will be repeated in accordance with the provisions in this article no later than within ten workdays after the noted defects are resolved.

If the Programming is accepted by the Client, the date on which the relevant report is signed by the Client will apply as the date of acceptance.

If at the Client's choice no or only a partial acceptance test takes place and/or the Client begins using the operation-ready delivery before acceptance, the date of the operation-ready delivery applies as the date of acceptance.

Client is also entitled to subject updates of the Programming to an acceptance test in accordance with the provisions in this article.

23 Intellectual property rights to software

All rights of intellectual or industrial property to all Programming or other materials such as analyses, designs, documentation, reports and quotes, as well as preparatory materials therefor, developed or made available under the agreement, rest exclusively with Protify. The underlying source code always belongs to Protify, unless parties expressly agree otherwise in writing. Client only obtains the usage rights and authorizations that are expressly granted under these terms and conditions or otherwise, and further the Client will not duplicate or publish the Programming or other materials.

24 Transferability

The usage right to Programming is not transferable other than under general title.

25 Software security, service, maintenance and downtime

Protify does not guarantee that the Programming will work without interruption or defects.

Protify uses the 'Smartsheet platform' and is therefore dependent on the availability (24 x 7 x 365 for the production environment and 99.9% uptime since going live in 2006) and security (as described on www.smartsheet.com) of Smartsheet.

Protify cannot be held liable by Client for any damage, in particular for commercial or other consequential damage, resulting from or connected with the use or not being able to use the Programming.

The way in which the maintenance is done will be determined by Protify.

Client grants Protify full cooperation during normal office hours for doing maintenance, such as the use of the system and insight into the input and output, where this concerns the maintenance.

26 Support

Protify provides all Clients with phone support at the following times: Monday through Friday between 09:00 and 17:00. Client can choose to make agreements with Protify about more comprehensive support (so outside the stated times).

27 Termination of on-going licensing agreements

Unless otherwise stated in the quotation, licensing contracts are always entered into for a period of a maximum of one year (always until the end of the calendar year). Licensing contracts can only be terminated at the end of the calendar year. Client must always take a period of notice of 30 days into account. Licensing agreements that are not terminated (in time) will be tacitly extended for a period of 1 year.