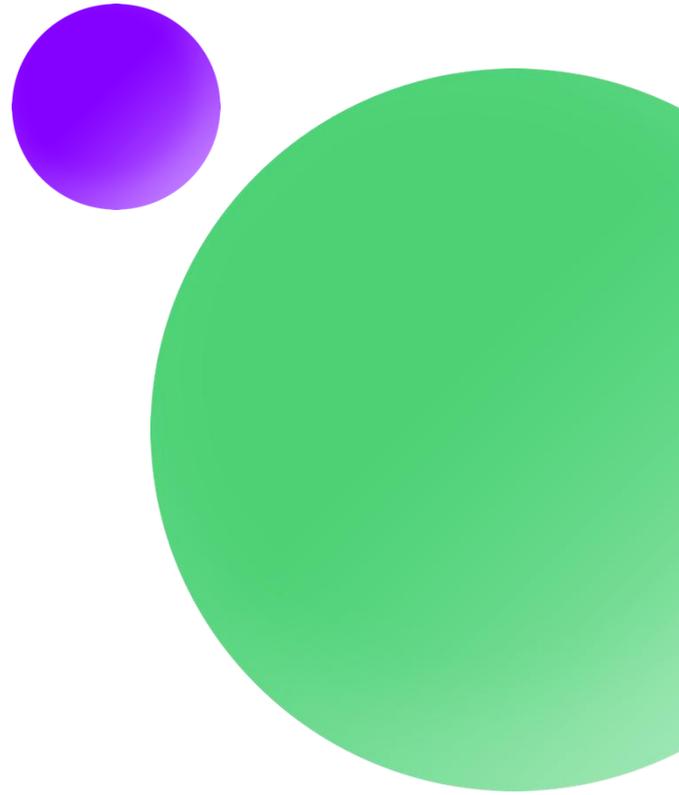


wortell



General Terms and Conditions

Version 2026-01

CHAPTER 1: GENERAL PROVISIONS

This chapter always applies, regardless of the type of product or service that Wortell provides. This chapter regulates the overarching topics such as the applicability of the General Terms and Conditions, applicable law, the competent court, the duration and end of the Agreement, intellectual property, confidentiality and liability.

Chapters 2-9 apply to the specific product or service that Wortell provides, such as the provision of consultancy, software and hardware.

1 WHAT DEFINITIONS DOES WORTELL USE?

- 1.1 In these General Terms and Conditions, the following definitions apply:
- a. **Wortell** Wortell System Integrations & Services B.V., with its registered office at Schipholweg 641 (1175 KP) in Lijnden, as well as all direct or indirect group companies affiliated with this company, users of these General Terms and Conditions.
 - b. **General Terms and Conditions:** these general terms and conditions that apply to and form part of the Agreement (Master and Partial Agreement(s)).
 - c. **Cloud service(s):** a service purchased and charged per unit (e.g. user or device) per month. The basis is a standard Cloud environment, offered by Wortell or a third party (e.g. Microsoft). In addition, Wortell adds its own knowledge and expertise, in the form of additional software and efforts, to ensure that the service is as close as possible to the wishes of the Customer.
 - d. **Cloud environment:** making computing power, storage, security, software and data available on demand via the internet. The user of information is not responsible for the hardware and software and purchases automation as a service. The user is the owner of the data he stores within this Cloud environment.
 - e. **Infrastructure:** A set of Cloud services that combines Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and/or on-premises components, for the purpose of providing computing services including, but not limited to, servers, storage, databases, networking, software, analytics and intelligence over the Internet.
 - f. **Customer:** the natural person or legal entity on whose behalf Wortell provides services.
 - g. **Partners:** Wortell's partner(s) and supplier(s), such as Microsoft Corporation.
 - h. **Master agreement:** overarching agreement with the main points of the mutual, often repetitive obligations, with which the Parties have a framework under which contracts can be concluded in the future.
 - i. **the Agreement:** the Performance(s) agreed in writing by the Parties in a Quotation, also referred to as the Partial Agreement.
 - j. **Partial agreement:** Agreement or Quotation.
 - k. **Parties:** Wortell and Customer.
 - l. **Employees:** This concerns all employees who are under contract with Wortell or hired by Wortell under the responsibility of Wortell.
 - m. **Performance(s):** the services or activities agreed between the Parties, which are performed by Wortell.
 - n. **Service Level Agreement (SLA):** the conditions regarding the service level at which Wortell will deliver the Performance.
 - o. **Key Performance Indicator (KPI):** this is a target number included in an SLA.
 - p. **Data Processing Agreement:** an additional agreement between the Parties, which sets out how Wortell, in its capacity as a processor within the meaning of the General Data Protection Regulation (GDPR), will handle personal data.
 - q. **Subsequent calculation:** activities in which an estimate of the number of hours to be spent is made before the start of the Agreement, but in which only the hours actually worked are charged afterwards. This can be fewer or more hours.
 - r. **Software as a Service (SaaS):** the 'remote' provision and keeping available of software to Customer via the internet or another data network by Wortell or a third party supplier (such as Microsoft), without providing Customer with a physical carrier or download containing the relevant software.
 - s. **Platform as a Service (PaaS):** the virtual provision of a platform as a service via the internet with which applications can be developed, run or managed.
 - t. **Infrastructure as a Service (IaaS):** is understood to mean the virtual provision and maintenance of (network) equipment via the internet.
 - u. **Microsoft:** the partner and supplier of Wortell, being the Microsoft Corporation.
 - v. **License Agreement:** Agreement for the use of one or more Subscriptions against payment of a Premium.
 - w. **Subscription:** Microsoft License or Online service from Microsoft.
 - x. **Right of Use:** a functionality that is assigned by Customer to a user or device within Customer's environment for which a Subscription is required.
 - y. **Contract Period:** the term of an Agreement agreed between the Parties.
 - z. **Cloud Portal:** an online portal in which all active Subscriptions as well as other relevant information are displayed online.
 - aa. **Premium:** The periodic costs of a Subscription.
 - bb. **Customer Data:** all data, in whatever form, that is provided to Wortell by or on behalf of the Customer, or that is generated or collected by Wortell in the context of the performance of the Agreement, insofar as this data relates to the Customer or its end users.

- cc. **National Holidays:** the holidays generally recognised in the Netherlands, namely New Year's Day (1 January), Good Friday, Easter and Easter Monday, King's Day (27 April), Liberation Day (5 May), Ascension Day, Whit Monday and Whit Sunday, Christmas Day and Boxing Day (25 and 26 December), as well as any other day designated as a national holiday in the Netherlands by or pursuant to a statutory regulation.

Words in these General Terms and Conditions used in the singular shall retain their meaning when used in the plural and vice versa, unless a different meaning is clearly intended in the context of the sentence.

2 WHEN DO THESE TERMS APPLY?

- 2.1 These General Terms and Conditions apply to all quotations, offers, Agreements and Performance of Wortell, including any Partial Agreement, Data Processing Agreement and/or amended or additional agreement, as well as to all legal relationships between Wortell and the Customer as a result thereof or in connection therewith.
- 2.2 Deviations from and additions to these General Terms and Conditions are only valid if they have been agreed in writing between the Parties.
- 2.3 The applicability of the Customer's purchase or other terms and conditions is expressly rejected by Wortell.
- 2.4 If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions shall remain in full force and effect. Wortell and the Customer will then consult on new or replacement provisions, which as much as possible have the same purport as the null and void or voided provisions.
- 2.5 Wortell is entitled to unilaterally change its terms and conditions, products and services. Wortell will inform the Customer of the changes in a timely manner. There will be at least one (1) month between the notification and the effective date of the amended terms, conditions, products and services. The starting point is that a service will always be offered that remains at least the same or offers an equal experience.

3 WHAT INFORMATION DOES WORTELL EXPECT FROM THE CUSTOMER IN ADVANCE?

- 3.1 In order to be able to make suitable offers, it is very important that the Customer provides Wortell with correct and complete information. Wortell bases its offers on that data. The Customer guarantees the correctness and completeness of the information provided to Wortell by or on behalf of the Customer.
- 3.2 If it appears that the information required for the execution of the Agreement has not been provided to Wortell in a timely or complete manner, Wortell has the right to suspend the performance of the Agreement and/or to charge the Customer for the additional costs arising from the delay in accordance with its applicable rates.

4 WHAT FINANCIAL AGREEMENTS APPLY?

- 4.1 All prices are exclusive of sales tax (VAT) and other levies imposed by the government. Unless otherwise agreed, all prices are always in euros and the Customer must make all payments in euros.
- 4.2 Unless the Parties have agreed otherwise in writing, all pre-calculations or budgets issued by Wortell are without obligation. The Customer can never derive any rights or expectations from this. An available budget made known by the Customer to Wortell will never be considered as a (fixed) price agreed between the Parties, unless expressly agreed otherwise in writing.
- 4.3 Obvious mistakes or clerical errors in the prices are not binding on Wortell.
- 4.4 The data from Wortell's records provide evidence for the Services performed by Wortell and the amounts owed by the Customer for them and are therefore leading. The Customer is free to provide evidence to the contrary.
- 4.5 Wortell will send all invoices to the Customer electronically. Unless the Parties have agreed otherwise in writing, the payment of invoices must take place within 30 days of the invoice date. The Customer is not entitled to suspend any payment or to set off any amounts due.
- 4.6 The payment term referred to in paragraph 5 of this article is to be regarded as a strict deadline. If the Customer fails to fulfil one or more payment obligations, or fails to do so on time or in full, Wortell is entitled to charge interest from the expiry of the due date until the date of full payment, without the need for a reminder or notice of default. This interest is equal to the statutory commercial interest. If payment by the Customer is not made after a reminder or notice of default, Wortell can hand over the claim and the Customer is obliged to reimburse all reasonable judicial and extrajudicial costs, including all costs calculated by external experts, in addition to the total amount then owed. This does not affect the other legal and contractual rights of Wortell.
- 4.7 If work has to be carried out outside regular working hours at the Customer's request or due to other necessary nature, Wortell will increase the agreed hourly rates. In accordance with the time frames and percentages below:
 - a. Monday to Friday between 19:00 and 00:00 – 125%
 - b. Tuesday to Friday between 00:00 and 07:00 – 150%
 - c. Between Friday 00:00 and Monday 07:00 – 150%
 - d. National Holidays – 200%
- 4.8 Wortell is at all times entitled to demand advance payment or security for the Customer's fulfilment of its obligations under the Agreement. If the Customer does not comply with such a request, Wortell will not be liable for any damage that arises as a result of termination or suspension of the work by Wortell. Wortell may exclude participants from participation in education and training, all other rights of Wortell will remain in place.
- 4.9 Settlement of an invoice with a claim of the Customer against Wortell is not permitted.
- 4.10 If the Customer continues to fail to pay an invoice or other payment obligation after a reminder or notice of default, Wortell will hand over the claim. In addition, the resulting extrajudicial and judicial costs will be borne by the Customer with a minimum of €500 (in words: 500 Euro). These costs also include all costs of external experts. This does not affect the other statutory and contractual rights of Wortell.
- 4.11 If the performance of an Agreement is delayed due to the lack of commitment, cooperation or performance of tasks by the Customer as described in the Agreement in question, or is otherwise caused by the Customer, the costs incurred by the delay will be borne by the Customer.

4.12 If Wortell has a due and payable claim against the Customer that is not met, Wortell is entitled to suspend its services, or part thereof, to the Customer. This does not affect the Customer's obligation to comply with the due and payable claim. After receipt of the due and payable claim, the service will be restored as agreed.

5 WHEN CAN WORTELL ADJUST ITS PRICES?

- 5.1 If there is a periodic payment obligation and/or a daily or hourly rate has been agreed with the Customer, Wortell is entitled to implement an annual price increase as a result of inflation.
- 5.2 In addition to the indexation referred to in paragraph 1 of this article, Wortell also has the right to change the prices and rates in the interim in the event of significantly increased operating costs, including, but not limited to, increased wage costs, due to shortages in the labour market or if the products and services of suppliers have become more expensive and a price change is reasonable. The foregoing price change is permitted regardless of whether the circumstances that led to this price change were foreseeable at the start of the Agreement.
- 5.3 For those parts of the service that are purchased by Wortell and supplied to the Customer, Wortell has the right to pass on the price and rate changes implemented by Wortell's suppliers, to the Customer.
- 5.4 The price increases referred to in paragraphs 1, 2 and 3 will be announced by Wortell to the Customer at least one (1) month in advance. These price changes do not qualify as a shortcoming and do not constitute grounds for (premature) termination or dissolution of the Agreement by the Customer. In that case, the Customer remains obliged to pay the adjusted prices from the date stated in the notification.
- 5.5 In the event of an automatic renewal of the Agreement, the prices then in force will come into effect.

6 HOW DO PARTIES DEAL WITH CONFIDENTIAL DATA AND EACH OTHER'S PERSONNEL?

- 6.1 Each of the Parties shall ensure that all information received from the other Party of which the Party knows or should reasonably know that it is of a confidential nature, remains confidential. This obligation does not apply if the provision of that information to a third party is necessary pursuant to a court or arbitration decision, a statutory provision or – in the case of Wortell – for the proper performance of the Agreement by Wortell. The Party that receives confidential information shall only use it for the purpose for which it was provided. Data will in any case be considered confidential if it has been designated as such by the providing Party.
- 6.2 The Customer is aware that the software, systems and documentation originating from Wortell or kept available by Wortell are always of the confidential nature referred to in 6.1 and that it contains or may contain trade secrets of Wortell, its suppliers or the producer of the software, systems and documentation.
- 6.3 The Parties agree that during the term of the Agreement as well as one (1) year after the end thereof, the employees of the Party who are or have been involved in the performance of the Agreement, shall only be employed or otherwise, directly or indirectly, have them work for the other Party after mutual consultation and after payment of an appropriate, reasonable compensation for all recruitment, selection and training costs. Unless this is not permitted under rules of mandatory law, that compensation is set at a minimum of € 20,000 (in words: twenty thousand Euros).

7 HOW DO PARTIES DEAL WITH PRIVACY AND DATA PROCESSING?

- 7.1 If the General Data Protection Regulation (GDPR) applies to (part of) the Performance, the Parties will enter into an additional Processing Agreement in the context of the performance of the Performance. In this respect, Wortell is to be regarded as a processor between the Parties and the Customer as a controller within the meaning of the General Data Protection Regulation (GDPR). In some cases, both Wortell and the Customer qualify as joint controllers within the meaning of the GDPR; in that case, the Parties will lay down this joint responsibility in a data exchange agreement.
- 7.2 Customer data ("Customer Data") will only be used by Wortell to provide the Performance to the Customer. Wortell will not use the Customer Data for any other purpose. Customer retains all rights to the Customer Data.
- 7.3 If the Customer Data concerns personal data, the provisions of paragraph 1 of this article apply equally.
- 7.4 When a Cloud Service is provided by a third party, the processing of personal data is subject to the relevant provisions as included in the most recent version of the terms and conditions of that third party. The Data Processing Agreement of Microsoft and/or an engaged other third party shall prevail over any Data Processing Agreement agreed with Wortell.
- 7.5 Wortell will not make Customer Data available outside its own organization and with its affiliates in the Wortell group, unless upon instruction by the Customer, or if this is necessary or required by law in these General Terms and Conditions, on the basis of or for the performance of an Agreement, or by law.
- 7.6 Customer is responsible for the accuracy, quality, integrity, legality, reliability, suitability and ownership of the Customer Data. The Customer shall ensure that all relevant consents are obtained for its use of the Customer Data and for the provision of the Customer data to Wortell for the purpose of the performance of an Agreement, including the collection, use, processing, transfer and provision of personal data.
- 7.7 If Wortell performs work on the data of the Customer, its employees or users on the basis of a request or authorised order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Customer.
- 7.8 In the event of a situation under 7.7, Customer will inform the individual users of the Performance provided by Wortell that their data may be processed for the benefit of, and provided to, government agencies and will ensure their consent.
- 7.9 If the Customer discovers an error or leak in a service provided by Wortell, it will report this to Wortell and will not publicly disclose it until Wortell and/or the supplier or the relevant third party supplier have had a reasonable period to rectify the error or leak ("responsible disclosure").
- 7.10 The Customer indemnifies Wortell against claims from persons whose personal data have been or will be processed for which the Customer is responsible under the law.

- 7.11 During the term of the Agreement, the Customer has the option and the right to access the Customer Data. Wortell only stores the Customer Data in a consultation function and only for a maximum period of 90 days after the end of the Agreement (unless otherwise agreed in the Data Processing Agreement). After that period of 90 days, the Customer Data will be deleted by Wortell.

8 WHAT AGREEMENTS APPLY ABOUT RISK AND SECURITY?

- 8.1 The risk of loss, theft, misappropriation or damage to goods, data (including usernames, codes and passwords), documents, software or data files that are produced, delivered or used in the context of the execution of the Agreement will pass to the Customer at the moment at which they have been brought into the actual power of disposal of the Customer or an auxiliary person of the Customer.
- 8.2 If Wortell is required to provide information security pursuant to the Agreement, such security shall comply with the security specifications agreed in writing between the Parties. Wortell does not guarantee that information security is effective under all circumstances. If the Agreement does not explicitly describe how the security is arranged, the security will meet a level that is not unreasonable, taking into account the state of the art, the sensitivity of the data, the purposes and the normal use of its products and services, and the costs associated with the security.
- 8.3 The access or identification codes and certificates provided to the Customer by or on behalf of Wortell are confidential and will be treated as such by the Customer and will only be made known to authorised staff members from its own (Customer) organisation. Wortell has the right to change assigned access or identification codes and certificates. Customer is responsible for managing authorizations and providing and timely revocation of access and identification codes.
- 8.4 Customer shall adequately secure and keep secure its systems and Infrastructure, and shall always have anti-virus software in operation.
- 8.5 If the Customer's Infrastructure is wholly or partly dependent on platforms and services provided by third parties, the provision of the services is also dependent on the availability of these platforms and services. The risk of these platforms and services being out of action or otherwise unavailable rests with the Customer at all times, and Wortell is therefore not bound by the obligations arising from the Agreement for the duration of this situation. This does not entitle the Customer to terminate the Agreement prematurely or to suspend the payment obligation and/or refund (part of) the Premium.
- 8.6 Wortell may issue instructions to the Customer with regard to security that are intended to prevent or minimise incidents or the consequences of incidents that may affect security. If the Customer does not follow such instructions from Wortell or a relevant government body or does not do so in a timely manner, Wortell will not be liable and the Customer will indemnify Wortell against any damage that may arise as a result.
- 8.7 If Customer discovers or suspects unauthorized access to and/or use of the Services, Customer shall immediately take all necessary measures to prevent such unauthorized access and loss and/or damage as a result, and shall notify Wortell thereof. If the Customer does not inform Wortell without undue delay, the Customer will be guilty of gross negligence.
- 8.8 If the Customer discovers vulnerabilities in one of the services provided, the Customer must inform Wortell immediately.
- 8.9 Customer is liable for all unauthorized use of the services by means of login details provided to him. Wortell is not liable for damage as a result of strange software elements including, but not limited to, logic bombs, viruses, spyware, malware or worms, if these have ended up in the Customer's environment as a result of actions of the Customer and/or its users. The Customer indemnifies Wortell against all claims from third parties with regard to damage or otherwise, in any way whatsoever, arising from the use and/or actions as referred to in this article.
- 8.10 Wortell is always entitled to take technical and organizational measures to protect its services against unlawful use and/or against use in a manner or for purposes other than those agreed between the Parties. Customer will never remove or circumvent technical measures intended to protect services.
- 8.11 The Customer indemnifies Wortell against all claims from third parties with regard to damage or otherwise, in any way whatsoever, arising from content posted by the Customer. Wortell reserves the right to change or remove content itself without this in any way leading to any right to compensation. Removal or modification can take place, among other things, if the content of the content infringes the (intellectual property) rights of third parties or is otherwise in conflict with laws and/or regulations.

9 RETENTION OF TITLE AND SUSPENSION

- 9.1 All goods delivered to the Customer remain the property of Wortell until all amounts owed by the Customer to Wortell under the Agreement have been paid in full to Wortell.
- 9.2 Rights will be granted or transferred to the Customer on the condition that the Customer has paid all amounts due under the Agreement.
- 9.3 Wortell may retain the data, documents, software, and/or data files received or realized in the context of the Agreement, despite an existing obligation to hand over or transfer them, until the Customer has paid all amounts owed to Wortell.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Agreements to transfer intellectual property rights are only valid if they have been entered into in writing (not being by e-mail) and explicitly. If Wortell transfers intellectual property rights, this does not affect Wortell's right or ability to use and/or exploit the underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like, for other purposes without any restriction, either for itself or for third parties. In the event of the transfer of an intellectual property right, Wortell has the right to continue to make developments for itself or a third party that are similar or derived from those that have been or will be made for the benefit of the Customer.

- 10.2 All intellectual property rights to the works developed or made available to the Customer on the basis of the Agreement, such as software, data files, training materials, analyses, designs, documentation, reports, quotations, advice, as well as preparatory material thereof, are vested exclusively in Wortell, its licensors or its suppliers. Customer only acquires the rights of use expressly granted by these General Terms and Conditions, the Agreement and mandatory law. A right of use vested in Customer is non-exclusive, non-transferable, non-pledgeable and non-assignable as a sub-license.
- 10.3 Customer shall not remove or have changed any designation(s) regarding the confidential nature or concerning copyrights, brands, trade names or any other intellectual property right from the works.
- 10.4 Even if the Agreement does not expressly provide for this, Wortell is always permitted to apply technical measures to protect materials that are subject to intellectual property rights in connection with an agreed limitation in the content or duration of the right to use these materials. Customer shall not remove or circumvent such technical provision(s).
- 10.5 Wortell indemnifies the Customer against any claim by a third party that is based on the allegation that materials developed by Wortell itself (including software, data files, writings) infringe an intellectual property right of that third party, on the condition that the Customer immediately informs Wortell in writing about the existence and content of the claim and leaves the handling of the case to Wortell. In addition, the making of any settlements should be left entirely to Wortell. To this end, the Customer will provide the necessary powers of attorney, information and cooperation to Wortell. This obligation to indemnify lapses if the alleged infringement is related (i) to materials made available to Wortell by the Customer for the use, editing, processing or maintenance, or (ii) to changes that the Customer has made or has had made to the software, website, databases, equipment or other materials without the written permission of Wortell. If it is irrevocably established in law that the materials developed by Wortell itself infringe any intellectual property right belonging to a third party or if, in the opinion of Wortell, there is a reasonable chance that such an infringement will occur, Wortell will, if possible, ensure that the Customer does not use the delivered or functionally equivalent other software, continue to use websites, data files, equipment or materials. Any other or more far-reaching indemnification obligation of Wortell due to infringement of an intellectual property right of a third party is excluded.
- 10.6 The Customer guarantees that no rights of third parties oppose the provision to Wortell of equipment, software, materials, data files, designs and/or other materials, designs and/or other works for the purpose of use, maintenance, processing, installation or integration, including the possession of the appropriate licences. The Customer indemnifies Wortell against any claim by a third party that is based on the claim that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.
- 10.7 Wortell is never obliged to carry out data conversion, unless this has been expressly agreed in writing with the Customer.
- 10.8 Wortell is entitled to use the logo, logo or name of the Customer in its external communication.

11 HOW DO PARTIES WORK TOGETHER?

- 11.1 The Parties acknowledge and agree that the success of the performance(s) agreed in the agreement(s) will require the commitment and good and – from both sides – proactive mutual cooperation and communication between both Parties and that achieving a successful end result is a shared responsibility and not the final responsibility of (only) Wortell. The parties will always provide each other with all reasonable cooperation that is reasonably necessary to each other in a timely manner. In connection with continuity and good cooperation, both Parties will appoint contact persons. The contact persons have the necessary experience, specific subject matter knowledge, insight and the necessary mandate necessary for the implementation of the Agreement.
- 11.2 Without prejudice to the provisions of paragraph 1 of this article above, the Parties may lay down a certain division of tasks in the Agreement.
- 11.3 Each Party shall perform its tasks with sufficient quality, quantity and on time. If a Party signals that the other Party is not making sufficient efforts, that Party will make this known in writing to the contact person of the other Party.
- 11.4 The Customer bears the risk of selecting the goods and/or services to be supplied by Wortell. The Customer always takes the utmost care to ensure that the requirements that Wortell's Performance must meet are correct and complete. Dimensions and data stated in drawings, images, catalogues, websites, quotations, advertising material, standardisation sheets, etc. are not binding on Wortell, unless Wortell explicitly states otherwise.
- 11.5 If the Customer deploys its own personnel and/or auxiliary persons in the performance of the Agreement, the Customer shall ensure that these personnel and/or auxiliary persons have the necessary knowledge and experience. In the event that Wortell employees perform work at the Customer's location, the Customer will provide the necessary facilities, such as a workspace with computer and network facilities, in a timely manner and free of charge. Wortell is not liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the Customer proves that these damage or costs are the result of intent or deliberate recklessness on the part of Wortell's management.
- 11.6 The workspace and facilities will meet all legal requirements. The Customer indemnifies Wortell against claims from third parties, including employees of Wortell, who suffer damage in connection with the performance of the Agreement as a result of acts or omissions on the part of the Customer or of unsafe situations in its organisation. The Customer will inform the employees deployed by Wortell of the house and security rules applicable within its organisation before the start of the work.
- 11.7 If the Customer makes software, equipment or other resources available to Wortell in connection with the services and products of Wortell, the Customer is responsible for obtaining all necessary licenses or approvals with regard to these resources that Wortell may require.
- 11.8 Customer will take care of the necessary equipment, infrastructure and supporting software and install, set up, parameterize, tune and, if necessary, adjust and keep up-to-date the equipment, other (auxiliary) software and user environment used for this purpose and achieve the interoperability desired by Customer.

- 11.9 The Customer is responsible for the management (unless otherwise agreed), including control of the settings, the use of the products and/or services provided by Wortell and the way in which the results of the products and services are used. Customer is also responsible for the instruction to, and use by, users.
- 11.10 The Customer will meet all project requirements and/or preparations that are important for the start of the work on time. Insofar as the Customer does not succeed in doing so in time and the work has already been scheduled by Wortell, the scheduled days will be charged to the Customer if the work cannot be carried out.
- 11.11 If both Parties participate in a project, steering committee or service management meeting with one or more employees deployed by them, the provision of information will take place in the manner agreed for the project, steering committee or service management meeting.
- 11.12 Decisions taken in a project, steering committee or service management meeting in which both Parties participate are only binding if the decision-making takes place in accordance with what has been agreed in writing between the Parties or, in the event that there are no written agreements in this regard, if Wortell has accepted the decisions in writing. Wortell is never obliged to accept or implement a decision if, in its opinion, this is incompatible with the content and/or proper execution of the Agreement. Customer warrants that the persons appointed by it to be part of a project, steering committee or service management consultation are entitled to make decisions that are binding on Customer.
- 11.13 In order to enable the proper execution of the Agreement, the Parties will always provide each other in a timely manner with all data or information that can reasonably be requested by the other Party.
- 11.14 The Customer guarantees the correctness and completeness of the data, information, designs and specifications provided by it to Wortell. If the data, information, designs or specifications provided by the Customer contain recognizable inaccuracies for Wortell, Wortell will inquire about this with the Customer.
- 11.15 If requested, the Customer will immediately cooperate with an investigation to be carried out by or on behalf of Wortell in connection with compliance with any agreed restrictions on use. Wortell will treat all confidential business information that it receives in the context of an investigation by or from the Customer, insofar as this information does not relate to the use of the services themselves, confidentially.
- 11.16 The Customer shall grant Wortell's employees access to locations and premises as reasonably required for the provision of the Services, as well as for the examinations referred to in the paragraph above. Wortell will only use these access rights for the provision of the Performance(s) and for conducting research. Wortell's right of access will terminate upon termination of the Agreement. Wortell employees will comply with the Customer's rules that apply to the location and spaces.

12 HOW DO PARTIES DEAL WITH SCHEDULES?

- 12.1 Work is planned after receipt of a signed order confirmation. Employees are always scheduled for full- and/or half days work. Work carried out is always invoiced on the basis of at least half days.
- 12.2 Cancelling planned work is possible, but the following costs must be taken into account:

Time of cancellation	Scheduled Bet Payment
6 business days or more before scheduled date	No payment
3-5 business days before scheduled date	50% of the planned stake
1-2 business days before or on the scheduled date	100% of the planned stake

- 12.3 Wortell makes reasonable efforts to observe the (delivery) deadlines and/or (delivery) dates as much as possible that it has mentioned or agreed between the parties. Interim (delivery) dates mentioned by Wortell or agreed between the parties always count as target dates, do not bind Wortell and are always indicative in nature.
- 12.4 If there is a risk of exceeding the schedule or any part thereof, Wortell and the Customer will consult to discuss the consequences of the overrun for the further planning.
- 12.5 In all cases – including if the Parties have agreed on a final (delivery) term or (delivery) date – Wortell will only be in default due to exceeding the time limit after the Customer has given Wortell written notice of default, whereby the Customer sets Wortell a reasonable period to remedy the failure and this reasonable period has expired. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Wortell is given the opportunity to respond adequately.
- 12.6 If it has been agreed that the performance of the agreed work will take place in phases, Wortell has the right to postpone the commencement of the work that is part of a phase until the Customer has approved the results of the preceding phase in writing.
- 12.7 Wortell is not bound by a final (delivery) date or (delivery) period if the Parties have agreed on a change in the content or scope of the Agreement (additional work, change of specifications, etc.) or a change in the approach to the execution of the Agreement, or if the Customer does not fulfil its obligations arising from the Agreement, in a timely manner or in full. The fact that (the demand for) additional work arises during the performance of the Agreement is never a ground for the Customer to terminate or dissolve the Agreement.

13 HOW DO PARTIES DEAL WITH CHANGES AND ADDITIONAL WORK?

- 13.1 All services, deliveries and activities performed by Wortell at the request of, in consultation with or with the prior consent of the Customer, which fall outside the content or scope of the agreed Performances, will be reimbursed by the Customer in accordance with the agreed rates.
- 13.2 In case no rates have been agreed, Wortell's usual rates apply.
- 13.3 Wortell is not obliged to comply with such a change or additional work request and may require a separate written Agreement to be concluded for this purpose.
- 13.4 The Customer realises that changes and additional work (may) lead to the shifting of (delivery) deadlines and (delivery) dates. New (delivery) deadlines and (delivery) dates indicated by Wortell replace the previous ones.
- 13.5 Wortell will inform the Customer in writing about the financial consequences of the additional services, deliveries and activities as referred to in this article, if requested by the Customer.

14 WHAT CONDITIONS APPLY TO THIRD-PARTY PRODUCTS?

- 14.1 If Wortell makes software and/or hardware that belongs to third parties in (intellectual) ownership and/or services provided by third parties under the Agreement available to the Customer or provides access to them, the terms and conditions of those third parties shall apply to those products and/or services, with the exception of the provisions in these General Terms and Conditions (whether or not deviating from them).
- 14.2 Wortell is not responsible or liable for performance issues and/or downtime that can be traced back to or are caused by the software and/or hardware of, and/or online services provided by, third parties.
- 14.3 The Customer accepts the terms and conditions referred to in Article 14.1 from third parties. If and insofar as the said terms and conditions of third parties are deemed not to be applicable or are declared inapplicable in the relationship between the Customer and Wortell for whatever reason, the provisions of these General Terms and Conditions shall apply in full.

15 HOW ARE COMPLAINTS HANDLED?

- 15.1 Complaints about the Services provided must be reported by the Customer to Wortell in writing within 14 days after the Customer has discovered them or could reasonably have discovered them.
- 15.2 If a complaint is well-founded, in the opinion of Wortell, Wortell will still perform the agreed Performance properly, unless this has in the meantime become demonstrably pointless for the Customer. The latter must be made known by the Customer in writing. If it is no longer possible or useful to perform the agreed Performances, Wortell will only be liable within the limits of these General Terms and Conditions, in particular with regard to liability.

16 WHEN AND HOW CAN AN AGREEMENT BE TERMINATED?

- 16.1 Unless the fulfilment of an obligation has become permanently impossible, the Parties may only dissolve the Agreement in the event of an attributable failure to comply if the other Party fails imputably in the fulfilment of essential obligations under the Agreement after receiving a written notice of default that is as detailed as possible, setting a reasonable period for rectification of the shortcoming. Payment obligations of the Customer and all obligations to cooperate and/or provide information by the Customer or a third party engaged by the Customer shall in all cases be deemed to be material obligations under the Agreement.
- 16.2 If the Customer has already received Performance for the performance of the Agreement at the time of the dissolution, these Performance and the related payment obligations will not be subject to reversal, unless the Customer proves that Wortell is in default with regard to the substantial part of those Performances. Amounts invoiced by Wortell prior to the dissolution for the part of the Agreement that has already been executed will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.
- 16.3 If an Agreement which, by its nature and content, does not end in consummation, has been entered into for an indefinite period, it may be terminated in writing by either party after proper consultation and stating reasons. If no (different) notice period has been agreed between the Parties, a reasonable notice period applies. Wortell will never be obliged to pay any compensation due to termination.
- 16.4 The Customer is not entitled to terminate an Agreement that has been entered into for a definite period of time, or an Agreement that ends by completion, prematurely.
- 16.5 Either Party may terminate the Agreement in whole or in part in writing without notice of default with immediate effect if the other Party:
 - a. is declared bankrupt or filed for bankruptcy;
 - b. applies for and/or obtains suspension of payments, whether provisionally or not;
 - c. is liquidated or terminated other than for the purpose of reconstruction or merger of companies;
 - d. is placed under guardianship;
 - e. otherwise loses the power to dispose of his assets.
- 16.6 Wortell may also terminate the Agreement in whole or in part with immediate effect if the decisive control over the Customer's business changes directly or indirectly. Due to the termination as referred to in paragraphs 5 and 6 of this article, Wortell is never obliged to make any restitution of funds already received or to pay compensation. In the event that the Customer has irrevocably become bankrupt, the Customer's right to use the available software, Infrastructure, Cloud services, Cloud environments and the like and the right of the Customer to access and/or use the services of Wortell or its suppliers will immediately end, without an act of termination being required by Wortell.
- 16.7 If the Customer does not indicate in time that it no longer wishes to purchase the service(s), the Agreement will be tacitly renewed for the same period as before.

17 WHAT LIABILITY DOES WORTELL ACCEPT?

- 17.1 The total liability of Wortell due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, including expressly any failure in the fulfilment of an indemnification or warranty obligation agreed with the Customer, is limited to compensation for direct damage up to a maximum of the amount invoiced to the Customer under the Agreement, excluding VAT, by event or series of related events. If the Agreement concerns a continuing performance agreement(s), Wortell's liability is limited to a maximum of the amount invoiced to the Customer under the Agreement, excluding VAT, for a period of one (1) year. Under no circumstances will Wortell's total liability for direct damage, on whatever legal basis, exceed € 500,000 (in words: five hundred thousand euros) per event or series of related events. The aforementioned limitation of liability(s) also includes any financial obligations of Wortell on the basis of an obligation to undo as a result of a dissolution of the Agreement. Direct damage only includes reasonable costs to determine the cause and extent of the damage, reasonable costs to prevent or limit damage, insofar as the other party demonstrates that these costs have led to the limitation of direct damage, reasonable costs to obtain out-of-court

- settlement and damage to property and persons that results directly from an attributable shortcoming or unlawful act.
- 17.2 Wortell's total liability for damage caused by death, bodily injury or material damage to property never exceeds € 1,250,000 (in words: one million two hundred and fifty thousand euros).
- 17.3 Wortell's liability for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of the Customer, damage related to the use of goods, materials or software of third parties prescribed by the Customer to Wortell and damage related to the engagement of suppliers prescribed by the Customer to Wortell, is excluded. Wortell's liability in connection with mutilation, destruction or loss of data or documents is also excluded.
- 17.4 The exclusions and limitations of liability of Wortell described in paragraphs 1 to 3 of this article do not in any way affect the other exclusions and limitations of liability of Wortell as described in these General Terms and Conditions.
- 17.5 The exclusions and limitations referred to in paragraphs 1 to 4 of this article will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Wortell's management.
- 17.6 Unless performance by Wortell is permanently impossible, Wortell's liability for attributable failure to comply with an Agreement will only arise if the Customer immediately gives Wortell written notice of default, setting a reasonable period for the remedy of the failure, and Wortell continues to attributable fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Wortell is given the opportunity to respond adequately.
- 17.7 A condition for the existence of a right to compensation is always that the Customer reports the damage to Wortell in writing as soon as possible after the damage has arisen. Any claim for damages against Wortell will lapse after twelve months after the claim has arisen, unless the Customer has filed a legal claim for compensation for the damage before the expiry of that period.
- 17.8 The Customer indemnifies Wortell against all claims by third parties due to product liability as a result of a defect in a product or system that was supplied by the Customer to a third party and that also consisted of equipment, software or other materials supplied by Wortell, unless and insofar as the Customer proves that the damage was caused by that equipment, software or other materials.
- 17.9 The provisions of this article as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions also apply to all (legal) persons that Wortell and its suppliers use in the execution of the Agreement.

18 WHAT HAPPENS IN CIRCUMSTANCES BEYOND THE PARTIES' CONTROL (FORCE MAJEURE)?

- 18.1 Neither Party is obliged to comply with any obligation, including a statutory and/or agreed warranty obligation, if it is prevented from doing so as a result of force majeure. In addition to the provisions of Article 6:75 of the Dutch Civil Code, force majeure on the part of Wortell is in any case understood to mean: (i) force majeure of Wortell's suppliers, (ii) failure by suppliers to properly fulfil obligations prescribed by the Customer to Wortell, (iii) defectiveness of goods, equipment, software or materials of third parties the use of which has been prescribed by the Customer to Wortell, (iv) an attributable failure by another supplier (including Microsoft) to Customer to perform its obligations, (v) non-performance by suppliers or other third parties, (vi) government measures, (vii) electricity failure, (viii) computer viruses, failure of the internet, data network or telecommunications facilities, (ix) (cyber)crime, (cyber) vandalism, war or terrorism, (x) general transport problems and (xi) epidemics, pandemics and virus outbreaks as well as all (economic) consequences thereof.
- 18.2 If a force majeure situation lasts longer than sixty days, each of the Parties has the right to terminate the Agreement in writing. In that case, what has already been carried out on the basis of the Agreement at that time will be settled proportionately, without the Parties owing each other anything. In that case, Wortell is not obliged to compensate for any damage, even if Wortell enjoys any advantage as a result of the force majeure situation.
- 18.3 If and as long as access to the Customer's Infrastructure is not possible by Wortell as a result of actions performed by or on behalf of the Customer, or which are otherwise at the Customer's risk, Wortell will not be bound by the obligations arising from the Agreement. This does not entitle the Customer to terminate the Agreement prematurely or to a refund of (part of) the Premium.
- 18.4 If this situation lasts longer than sixty days, Wortell has the right to terminate the Agreement in writing. In that case, what has already been carried out on the basis of the Agreement at that time will be settled proportionately, without the Parties owing each other anything.

19 HOW DO WE DEAL WITH THE USE OF ARTIFICIAL INTELLIGENCE (AI)?

- 19.1 In the performance of its services, Wortell is entitled to use systems that function (partly) on the basis of artificial intelligence (AI), including but not limited to support with data analysis, error detection, security control or user interaction. Where applicable, when deploying such systems, Wortell will comply with its obligations under the applicable laws and regulations, including the AI Act (EU 2024/1689) and the General Data Protection Regulation (GDPR).
- 19.2 If and insofar as personal data is processed when using AI systems, this will be done in accordance with the GDPR and, if applicable, a processing agreement concluded between the parties. Wortell takes appropriate technical and organisational measures to safeguard the rights of data subjects.
- 19.3 Wortell makes every effort to use the AI systems it deploys carefully, including appropriate human assessment where necessary. AI outputs such as recommendations or detections are generated to support service delivery, and are not intended to be a substitute for professional judgment. Customer acknowledges that, where relevant, it remains ultimately responsible for making decisions based on information provided by Wortell. Wortell does not guarantee that the AI-generated insights, recommendations, or detections can be applied without human control or review. Customer acknowledges that such output is supportive and is not a substitute for its own control or decision-making.

- 19.4 In addition to the use of AI within its own services as described in paragraph 1, Wortell also provides AI services and AI functionalities to the Customer. The nature of its obligations also depends on the role it fulfils:
- a. If Wortell acts as a distributor of an AI solution from a third party (such as Microsoft Copilot), the responsibility for compliance with the AI Act rests primarily with that third party as provider;
 - b. If Wortell acts as a provider of its own AI solution, it will ensure compliance with its obligations under the AI Act, including relevant compliance procedures, documentation obligations and the provision of user instructions;
 - c. If Wortell configures, implements or activates third-party AI solutions at Customer, it is a deployer within the meaning of the AI Act and complies with the obligations associated with that role.
- 19.5 Customer acknowledges and accepts that AI systems work on the basis of probabilities. and probabilistic systems, the outcomes of which are partly dependent on training data, algorithmic choices, deployment context and human interpretation. Customer is at all times responsible for the way in which these systems are applied in its business operations and for making final decisions based on AI output.
- 19.6 Wortell shall provide the Customer with the reasonable instructions for use, limitations, transparency information and requirements for human supervision that are necessary for the responsible use of the AI system, in accordance with Section 29 of the AI Act. Prior to and during the use of AI functionalities, the Customer is obliged to obtain sufficient information about the operation, application possibilities and limitations of the system in question. partly on the basis of the information provided by Wortell.
- 19.7 Customer is responsible for engaging users with sufficient technical and organizational knowledge of AI, and ensures that these users have sufficient insight into the context in which the AI solution is deployed and the consequences for data subjects. The Customer is also responsible for determining the extent to which human intervention is required in interpreting or applying AI outcomes, partly on the basis of documentation provided by Wortell.
- 19.8 Wortell is not liable for damage resulting from decisions or actions of the Customer or third parties based on the output of an AI system, unless there is intent or deliberate recklessness on the part of Wortell.
- 19.9 The Customer indemnifies Wortell against any legal claim by third parties, including regulators and data subjects, in connection with the use of the AI system or the performance of the services, unless this arises from an attributable failure on the part of Wortell to comply with its obligations under the agreement or applicable legislation, including the AI Act.
- 19.10 If and insofar as personal data is processed when using AI systems, this will be done in accordance with the GDPR and, if applicable, a processing agreement or data exchange agreement concluded between the parties. Wortell takes appropriate technical and organisational measures to safeguard the rights of data subjects. Insofar as AI functionalities process personal data, this processing takes place in accordance with the General Data Protection Regulation (GDPR). If Wortell acts as a processor in this respect, agreements about the processing will be recorded in writing in a processing agreement in accordance with Article 28 of the GDPR. Wortell will not use personal data for retraining or model optimization without the prior written consent of the Customer.
- 19.11 Wortell will communicate reports of significant incidents, risks, or changes in the performance of the AI-system that fall under its responsibility to the Customer without undue delay, if and insofar as such communication is required by law or is reasonably necessary for the safe use of the system by the Customer.

20 HOW DO WE DEAL WITH THE USE OF (CUSTOMER) DATA

- 20.1 The Parties shall each independently ensure compliance with the laws and regulations applicable to them in connection with the implementation of the Agreement, including, in any event:
- a. Regulation (EU) 2023/2854 on harmonised rules on fair access to and use of data ("Data Act");
 - b. Directive (EU) 2022/2555 concerning measures for a high common level of cybersecurity ("NIS2"), as implemented in national law;
 - c. other applicable laws and regulations in the field of data protection, information security and digital resilience.
- Unless expressly agreed otherwise, Wortell does not guarantee compliance with specific legal or sector-specific obligations that apply to the Customer. Customer remains at all times responsible for assessing whether the services are suitable for meeting its own compliance obligations.
- 20.2 Wortell guarantees that the Customer will have access to the Customer data that is processed by or on behalf of the Customer in the context of the Agreement during the term of the Agreement, subject to reasonable technical limitations.
- 20.3 At the request of the Customer, Wortell will make this Customer Data, including relevant metadata necessary for interpretation and reuse, available in a structured, commonly used and machine-readable format, insofar as this is technically feasible.
- 20.4 Wortell will refrain from actions that unreasonably restrict or delay access to or use of Customer Data, unless this is necessary to comply with legal obligations or to protect the security, integrity and continuity of the service.
- 20.5 Customer remains entitled to all Customer Data generated or provided by or on behalf of Customer in the context of the services, unless mandatory law provides otherwise.
- 20.6 The processing of Customer Data by Wortell does not grant Wortell any ownership rights, licenses or other independent rights of use to this Customer Data, other than strictly necessary for the execution of the Agreement or to comply with legal obligations. Wortell processes and uses Customer Data only to the extent necessary for the execution of the Agreement, in accordance with the Customer's instructions, or to the extent permitted by law.
- 20.7 The Customer guarantees that the Customer Data does not infringe the rights of third parties and indemnifies Wortell against claims in this respect.

- 20.8 Wortell is not obliged to make Customer Data directly available to end users, third parties or other data recipients within the meaning of the Data Act, except to the extent necessary to comply with data portability and switching obligations pursuant to Chapter VI of the Data Act.
- 20.9 If the Customer is obliged to provide Customer Data to third parties or end users on the basis of the Data Act, the Customer remains responsible for the legal assessment, lawfulness and consequences of this disclosure. Wortell is not responsible for the content or use of Customer Data after provision on the instructions of the Customer.
- 20.10 For support with switching and data portability, Wortell only charges to the extent and for as long as this is permitted under the Data Act.
Any applicable costs are:
- transparent and insightful in advance;
 - limited to costs actually incurred;
 - not in such a way that they unreasonably impede the transfer.
- Wortell makes every effort to use, where reasonably possible and technically feasible, open or generally accepted interoperability standards in order to facilitate data portability and switching.
If full interoperability is not technically feasible, Wortell will justify this in writing at the Customer's request.
Interoperability does not oblige Wortell to disclose source code, trade secrets, intellectual property rights or confidential security information.
- 20.11 Additional support that goes beyond the legal obligations, including extensive migration guidance, redesign of environments or consultancy, counts as additional work and is only carried out if separately agreed.
- 20.12 Wortell is not obliged to perform additional activities if they:
- are disproportionately onerous;
 - are in conflict with security requirements, trade secrets, intellectual property rights or legal obligations;
 - require a fundamental change or redesign of the services.
- 20.13 Wortell is entitled to restrict the provision of data or technical support if this is necessary to protect trade secrets, confidential information, information security or the continuity of the services.
- 20.14 Wortell does not guarantee the completeness, correctness, topicality or suitability of data for reuse after transfer. After transfer of data, Wortell is not liable for changes, interpretations or use of data by the Customer or third parties.
- 20.15 This provision does not affect obligations under other applicable legislation, including NIS2 and DORA, insofar as they apply to the Customer or Wortell.

21 HOW DO WE DEAL WITH THE USE OF THE INTERNET?

- 21.1 The Customer is prohibited from violating the law or infringing the rights of third parties by using the (Cloud) services.
- 21.2 The Customer shall refrain from hindering other Customers or internet users or causing damage to the systems of Wortell or other Customers. The Customer is prohibited from using processes or programs, whether or not via Wortell's systems, of which the Customer knows or can reasonably suspect that this will hinder or damage Wortell, its Customers or internet users.
- 21.3 If, in the opinion of Wortell, there is a violation or imminent violation of paragraphs 1 and/or 2 of this article, or if a danger arises for the functioning of the (Cloud) services or related computer systems or networks, in particular due to, but not limited to, excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, Wortell is entitled to take all measures it reasonably deems necessary to avert or prevent this danger, without being liable to pay compensation to the Customer in this respect. The foregoing does not affect any other measures or the exercise of other legal and contractual rights by Wortell towards the Customer. In that case, Wortell also has the right to terminate the Agreement with immediate effect, without being liable to the Customer as a result.

22 CAN RIGHTS AND OBLIGATIONS FROM THE AGREEMENT(S) BE TRANSFERRED?

- 22.1 The Customer may not sell, transfer, or pledge the rights and obligations it has under the Agreement to a third party without the prior written consent of Wortell. This provision is a clause with effect under property law within the meaning of Article 3:83(2) of the Dutch Civil Code.
- 22.2 Wortell has the right to sell, transfer, or pledge the rights and obligations under the Agreement, including its claims to payment of fees, to a third party, without the Customer's consent.

23 WHICH LAW IS APPLICABLE AND HOW DO THE PARTIES RESOLVE DISPUTES?

- 23.1 These General Terms and Conditions and the Agreement, as well as any other legal relationships between Wortell and the Customer, are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is excluded.

- 23.2 Because disputes are better resolved than settled, the Parties will first try to resolve a dispute that they have not resolved themselves by means of mediation. The mediation will take place at the Foundation for the Resolution of Automation Disputes (www.sgoa.org) in accordance with the applicable ICT Mediation Regulations of SGOA. Each of the Parties is obliged to actively participate in the mediation and to attend at least one joint meeting of mediators and the Parties, in order to give this out-of-court form of dispute resolution a chance. If the mediation has not led to a solution, disputes that have arisen about these General Terms and Conditions or as a result of the Agreement concluded between the Parties will be settled by arbitration in accordance with the Arbitration Rules of SGOA (www.sgoa.org). The parties retain the right to request a preliminary injunction in summary proceedings and to take precautionary legal measures. (place: arbitration SGOA in The Hague, court: Amsterdam).
- 23.3 Wortell cannot be required to form an opinion about the merits of the claims of third parties or of the Customer's defence, or to be involved in any way in a dispute between a third party and the Customer. In such cases, the Customer must contact the relevant third party and inform Wortell in writing and properly substantiated with documents if Wortell requests this.

CHAPTER 2: SERVICE PROVISION

The provisions included in this 'Services' section apply, in addition to the General Provisions of these General Terms and Conditions, if Wortell provides services of any kind (and whether or not further elaborated in one of the other chapters of these General Terms and Conditions) to the Customer.

24 HOW ARE SERVICES PERFORMED?

- 24.1 Wortell will make every effort to perform its services with care, in accordance with the agreements and procedures laid down in writing with the Customer. All of Wortell's services are performed on the basis of an obligation to perform to the best of one's ability and on the basis of close cooperation with the Customer. There can only be an obligation to deliver a certain result if that result has been described and determined in sufficient detail and provided that the achievement of that result is not partly dependent on (timely) commitment and cooperation of the Customer, to the extent permitted by law, to the exclusion of all implicit and explicit claims to conformity or correctness.
- 24.2 Wortell is not liable for damage or costs resulting from the use or misuse of access or identification codes or certificates, unless the misuse is the direct result of an intentional or deliberately reckless act or omission by the management of Wortell.
- 24.3 If the Agreement has been entered into with a view to execution by one specific person, Wortell always has the right to replace this person with one or more persons with the same and/or similar qualifications.
- 24.4 If instructions or requests from the Customer change or supplement the content or scope of the agreed services, the parties will discuss the consequences thereof for planning and costs. Wortell is not obliged to follow instructions or requests from the Customer, in particular if these are instructions that change or supplement the content or scope of the agreed services. However, if such instructions are followed, the work in question will be remunerated in accordance with Wortell's usual rates.

25 WHAT AGREEMENTS APPLY TO A SERVICE LEVEL AGREEMENT?

- 25.1 The paragraphs referred to below only apply if Wortell provides a Performance for which Wortell has management responsibility.
- 25.2 Agreements regarding a service level are always explicitly agreed in writing in an SLA. The Customer shall always inform Wortell immediately of all circumstances that affect or may affect the service level and its availability.
- 25.3 KPIs mentioned in the SLA are target numbers. Wortell does not guarantee that technical incidents or malfunctions will be resolved in a timely manner.

26 CONSEQUENCES OF TERMINATION

- 26.1 Upon termination of the Agreement, Wortell will in any case make the following information available to the Customer in a commonly used electronic format in exchange for payment by the Customer of the costs thereof:
- Information (never including source codes and technical documentation) that is necessary for the continuation of the services by the Customer itself or a third party to be designated by the Customer;
 - Up-to-date information on incidents, disruptions and changes during the term relating to the Performance.
- 26.2 If the information and knowledge bases referred to above are owned by third parties or belong to third parties, such as Microsoft, the foregoing only applies if and insofar as Wortell is in possession of that information/knowledge base itself and it is free to share it with Customer.
- 26.3 If the parties have agreed on an exit strategy, what has been agreed therein will prevail over these General Terms and Conditions.

27 WHO IS RESPONSIBLE FOR BACKING UP AND ACCESSING DATA?

- 27.1 The Customer is responsible for making back-ups, unless expressly agreed otherwise in writing.
- 27.2 If the parties have agreed that Wortell will make backups of the Customer's data on the basis of the Agreement, Wortell will make a full backup of the Customer's data in Wortell's possession in accordance with the agreed backup periods. Wortell will carefully store the back-up for the agreed period.

27.3 The Customer remains responsible for the fulfilment of all legal administration and retention obligations applicable to him. During the term of the Agreement, Wortell will always grant the Customer access to the Customer's data upon first request, provided that Wortell has control over this and always with due observance of the procedures and regulations used by the third parties on whose systems the data are located.

28 WHEN IS THE DELIVERED GOODS CONSIDERED ACCEPTED?

- 28.1 After delivery of work with an obligation to achieve results, Wortell will provide the Customer with an acceptance report for signature. By signing, the Customer declares that the delivered goods comply with and function as agreed by the Parties. This acceptance does not reduce Wortell's obligations under any agreed guarantee scheme or a maintenance or management agreement(s).
- 28.2 Customer may not refuse acceptance for reasons unrelated to the specifications expressly agreed between the Parties in writing, nor because of the existence of minor errors that do not reasonably impede operational or productive commissioning. Furthermore, acceptance should not be refused because of aspects that can only be assessed subjectively, such as aesthetic aspects of user interfaces. Acceptance means that it is established between the Parties that Wortell has sufficiently fulfilled its obligations regarding the provision and delivery of the Performance(s) as described in the Agreement.
- 28.3 For work that is subject to a commitment obligation, an hour worked and registered is an hour delivered and accepted by the Customer.

CHAPTER 3: CONSULTANCY

The provisions included in this 'Consultancy' chapter apply, in addition to the General Provisions of these General Terms and Conditions and the provisions of the 'Services' chapter, if Wortell provides services in the field of advice and consultancy.

29 HOW ARE ADVICE AND CONSULTANCY SERVICES PROVIDED?

- 29.1 Wortell will perform the Consultancy Services entirely independently, at its own discretion and not under the supervision and direction of the Customer.
- 29.2 The duration of an assignment in the field of consultancy depends on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties.
- 29.3 Wortell's services are provided on Wortell's usual working days and times. If this is deviated from, Wortell will charge extra costs.
- 29.4 The use that the Customer makes of an advice and/or consultancy report issued by Wortell is at the risk of the Customer. The burden of proof that (the manner of) consultancy services does not comply with what has been agreed in writing or with what may be expected of a reasonably acting and competent supplier rests with the Customer, without prejudice to Wortell's right to provide evidence to the contrary.
- 29.5 The Customer is only entitled to communicate to a third party about Wortell's working methods, methods and techniques and/or the content of Wortell's advice or reports after Wortell's written consent. The Customer shall not provide or otherwise disclose Wortell's advice or reports to a third party.
- 29.6 For incidental consultancy services, projects and/or changes, the Customer can purchase a retainer from Wortell. The retainer is a predetermined amount of hours or budget, has a tapering effect and can be used immediately after signing. The retainer is valid for twelve (12) months after signing. Any remainder or unused credit will expire after this period. No refund will be made of the remainder or credit, unless otherwise provided in the Agreement.

30 HOW DOES WORTELL REPORT

- 30.1 Wortell will periodically inform the Customer about the performance of the work in the manner agreed in writing. The Customer will inform Wortell in writing in advance of circumstances that are or may be important to Wortell, such as the manner of reporting, the issues for which the Customer wishes attention, prioritisation, availability of resources and personnel and special facts or circumstances that may not be known to Wortell. The Customer will ensure the further dissemination and knowledge of the information provided by Wortell within the Customer's organisation and will assess this information partly on the basis of this. Wortell will be informed of this assessment.

CHAPTER 4: CLOUD SERVICES

The provisions included in this chapter 'Cloud Services' apply, in addition to the General Provisions of these General Terms and Conditions and the provisions of the chapter 'Services', if Wortell provides services under the name or in the field of Software as a Service (also referred to as: SaaS) and/or Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS). SaaS, IaaS, and PaaS services are collectively referred to as "Cloud Services" hereinafter.

31 HOW IS THE CLOUD SERVICE RUN?

- 31.1 Wortell provides the Cloud Service on behalf of the Customer. The Customer may only use the Cloud Service for the benefit of its own company or organisation and only to the extent necessary for the intended use by Wortell. The Customer is not free to allow third parties to use the Cloud service(s) provided by Wortell.
- 31.2 If Wortell performs work on the data of the Customer, its employees or users on the basis of a request or authorised order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Customer.

- 31.3 Wortell may require that Customer does not start using the Cloud Service until Customer has received login details from Wortell or its supplier that are necessary for use. Such codes are strictly personal and must be treated confidentially by the Customer.
- 31.4 Wortell may make changes to the content or scope of the Cloud Service. If such changes are substantial and result in a change in the procedures applicable to the Customer, the Supplier shall inform the Customer of this as soon as possible. The costs of this change will be borne by the Customer. In that case, the Customer may terminate the Agreement in writing with effect from the date on which the change takes effect, unless this change is related to changes in relevant legislation or other regulations issued by competent authorities or Wortell will bear the costs of this change.
- 31.5 Wortell can continue to implement the Cloud Service by means of a new or modified version of the software. Wortell does not have to maintain, change or add certain features or functionalities of the service or software specifically for the Customer.
- 31.6 Wortell may temporarily decommission all or part of the Cloud Service for preventive, corrective or adaptive maintenance or other forms of service. Wortell will not allow the decommissioning to last longer than necessary and, if possible, to take place outside office hours.
- 31.7 Wortell is never obliged to provide Customer with a physical carrier or download of the underlying software.
- 31.8 Execution of the Cloud Service to be provided by Wortell starts in the manner and at the time described in the Agreement. The Customer shall ensure that it has the facilities required for the use of the Cloud Service in a timely manner. If this is necessary to ensure the optimal use of the Cloud Service by the Customer, Wortell can advise the use of certain software and/or equipment. If the Customer does not follow this advice, this may lead to a reduced functionality of the Cloud Service.
- 31.9 Changes made by the Customer with regard to the content or scope, including but not limited to the number of users and devices, of the agreed Cloud Service, will be automatically registered by Wortell on a monthly basis and charged in accordance with the Premium agreed in the Agreement.

32 WHAT USAGE RIGHTS APPLY?

- 32.1 If Wortell is the legal supplier of the right of use and the terms and conditions of the supplier would not apply for any reason, and in the event that Wortell provides a cloud service developed by itself ("Wortell cloud service"), the provisions of this article apply.
- 32.2 Wortell grants Customer a license to use the agreed software and the agreed user documentation associated with the Wortell cloud service during the term of the Agreement. The right to use the Wortell cloud service is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 32.3 The Customer will always strictly comply with the agreed restrictions, of whatever nature or content, on the right to use the Wortell cloud service.
- 32.4 The Customer may only use the Wortell Cloud Service in and for its own company or organisation and only to the extent necessary for the intended use. The Customer will not use the Wortell cloud services for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 32.5 The Customer shall also not give a third party access to the Wortell Cloud Services - whether or not remotely (online) - or host the Cloud Services with a third party for hosting, even if the third party in question uses the Wortell Cloud Services exclusively for the benefit of the Customer.
- 32.6 The Parties agree that the Agreement concluded between the Parties, insofar as it relates to the provision of the Wortell cloud services, shall never be regarded as a purchase agreement.
- 32.7 Wortell is not obliged to maintain the Wortell cloud services and/or provide support to users and/or administrators of the Wortell cloud services. In the event that Wortell is asked to provide maintenance and/or support with regard to the cloud services in deviation from the above, Wortell may require the Customer to enter into a separate Agreement for this purpose.

33 MODIFICATIONS AND CARELESS USE

- 33.1 The Customer is not entitled to change the Cloud Service or its configuration in whole or in part without the prior written consent of Wortell, unless otherwise provided for by law. Wortell has the right to refuse its permission or to attach conditions to it. The Customer bears the full risk of all changes made by or on behalf of the Customer by third parties - whether or not with the permission of Wortell.
- 33.2 In the event of disruptions in the (availability of the) Cloud Services that are not attributable to Wortell, Wortell reserves the right to charge for the time spent by Wortell on the restoration of the (availability of the) Cloud Services. The usual rates at Wortell apply to this. Disruptions that cannot be attributed to Wortell concern situations that have arisen due to the negligent actions of the Customer and/or third parties, including, but not limited to, user errors, improper use, changes made to the software or equipment without Wortell's permission and the use of software or equipment that is not supplied or advised by Wortell.
- 33.3 Wortell is not liable for damage or costs resulting from the use or misuse of access or identification codes or certificates, unless the misuse is the direct result of an intentional or deliberately reckless act or omission by the management of Wortell.

34 WARRANTY

- 34.1 Wortell does not guarantee that the Cloud Service, including the software and/or Infrastructure and/or equipment and/or operating systems to be made available in the context of the Cloud Service, are error-free and function without interruptions. Wortell will make every effort to rectify errors and disruptions in the components within a reasonable period of time if the relevant defects have been reported to Wortell in writing by the Customer, described in detail, and if and insofar as they concern underlying components that have been developed by Wortell itself. If necessary, Wortell can postpone the repair of the errors until a new version of the underlying components is put into use. Wortell does not guarantee that errors in the Cloud Service and/or defects in components will be remedied if these have not been developed by Wortell itself. Wortell has the right to introduce temporary solutions or program workarounds or problem-avoiding restrictions in the Cloud

Service and/or the components. If (part of) the Cloud Service has been developed on behalf of the Customer, Wortell may charge the Customer for the costs of repair in accordance with its usual rates. Wortell is never obliged to repair imperfections other than those referred to in this article. In the event that Wortell is prepared to carry out repair activities with regard to such other imperfections, Wortell is entitled to charge a separate fee for this.

- 34.2 On the basis of the information provided by Wortell regarding measures to prevent and limit the consequences of failures, defects and interruptions in the Cloud services, mutilation or loss of data or other incidents, the Customer will identify the risks to its organisation and, if necessary, take additional measures. At the Customer's request, Wortell is prepared to cooperate reasonably with further measures to be taken by the Customer, subject to (financial) conditions to be set by Wortell. Wortell is never obliged to recover corrupted or lost data.
- 34.3 When a Cloud service is purchased from a third party, such as from Microsoft, Customer itself enters into an Agreement with that third party. Wortell is not the legal supplier and not a contracting party of the Customer for that Cloud Service. Wortell supports and facilitates the Customer in entering into an Agreement or subscription with that third party and making the relevant service available. The third party is then the licensor and contractual counterparty of the Customer for the use of the Cloud Service.
- 34.4 Wortell cannot guarantee that the software to be made available in the context of the Cloud Service will be adapted in a timely manner to changes in relevant laws and regulations.

CHAPTER 5: SOFTWARE

The provisions in this chapter 'Software' apply, in addition to the General Provisions of these General Terms and Conditions, if Wortell makes software available to the Customer for use other than on the basis of a Cloud Service.

35 WHAT SOFTWARE IS MADE AVAILABLE?

- 35.1 Software whose intellectual property rights are held by third parties or suppliers are supplied under the terms and conditions of these third parties or suppliers. If a third party grants the right of use to Customer (such as Microsoft), Wortell is not the legal supplier and Wortell is not a contracting party of Customer for that software. Wortell's services consist of supporting and assisting in the establishment of the license agreement or subscription between the third party and the Customer and the availability of the relevant software. The third party is then the licensor and contractual counterparty of Customer for the use of that software.
- 35.2 If Wortell itself supplies third-party software to the Customer, and is itself the legal supplier of that software, the (license) conditions of the relevant third parties in the relationship between Wortell and the Customer will apply to that software. Insofar as a provision in these General Terms and Conditions deviate from a provision in those (license) conditions, the provision in the latter (license) conditions will prevail. If necessary, Wortell will provide the web address where these terms and conditions are available at the Customer's request. By signing the Agreement, the Customer agrees to the applicability of the (license) conditions of those third parties and any new versions of these (license) conditions.
- 35.3 The documentation of the Microsoft standard software is made available and updated online by Microsoft. Maintenance on Microsoft standard software (in Microsoft terminology and optionally per product: Enhancement Plan or Software Assurance) includes the provision of updates and new versions of the Microsoft standard software to the extent they are made available by Microsoft. The details of this are described in the Agreement.

36 WHAT USAGE RIGHTS APPLY?

- 36.1 If Wortell is the legal supplier of the right of use and the terms and conditions of the supplier would not apply for any reason, and in the event that Wortell supplies software developed by itself, the provisions of this article apply.
- 36.2 Wortell grants Customer a license to use the agreed computer programs and the agreed user documentation ("Wortell software") for use during the term of the Agreement. The right to use the Wortell software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 36.3 The Customer's right of use extends exclusively to the so-called object code of the Wortell software. The Customer's right of use does not extend to the source code of the Wortell software. The source code of the software and the technical documentation created during the development of the Wortell software will not be made available to the Customer, even if the Customer is willing to pay a financial compensation for this.
- 36.4 Customer will always strictly comply with the agreed restrictions, of whatever nature or content, on the right to use the Wortell software.
- 36.5 If the parties have agreed that the Wortell software may only be used in combination with certain equipment, the Customer is entitled to use the Wortell software on other equipment with the same qualifications for the duration of the malfunction.

- 36.6 Wortell may require that the Customer does not use the Wortell software until the Customer has received one or more codes from Wortell, its supplier or the producer of the Wortell software that are necessary for use. Wortell is always entitled to take technical measures to protect the Wortell software against unlawful use and/or against use in a manner or for purposes other than those agreed between the parties. Customer shall never remove or circumvent technical measures intended to protect the Wortell software.
- 36.7 Customer may only use the Wortell software in and for its own company or organisation and only to the extent necessary for the intended use. Customer will not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 36.8 The Customer is never permitted to sell, rent, dispose of or grant limited rights to the Wortell Software and the carriers on which the Wortell Software is or will be recorded, or to make them available to a third party in any way, for any purpose or under any title whatsoever. The Customer shall also not give a third party - whether or not remotely (online) - access to the Wortell Software or host the Wortell Software with a third party, even if the third party in question uses the Wortell Software exclusively for the benefit of the Customer.
- 36.9 The Parties agree that the Agreement concluded between the Parties, insofar as it relates to the provision of Wortell software for the use of Wortell software, will never be regarded as a purchase agreement.
- 36.10 Wortell is not obliged to maintain the Wortell software and/or provide support to users and/or administrators of the Wortell software. In the event that Wortell is asked to provide maintenance and/or support with regard to the Wortell software, in deviation from the above, Wortell may require the Customer to enter into a separate Agreement for this purpose.

37 DELIVERY AND INSTALLATION

- 37.1 Wortell chooses in what way, (as an online service or otherwise) and/or in what format it will make the software available to the Customer for delivery, unless explicit agreements have been made for this. Any agreed user documentation will be provided in paper or digital form in a language determined by Wortell at the discretion of Wortell.
- 37.2 Wortell will only install the software at Customer's premises if this has been expressly agreed in writing. In the absence of agreements in this regard, the Customer shall install, set up, parameterise, tune the software itself and, if necessary, adjust the equipment and operating environment used.

38 CONSEQUENCES OF TERMINATION OF AGREEMENT(S)

- 38.1 Immediately after the Agreement has ended, the Customer shall return all copies of the software in its possession to Wortell. If it has been agreed that the Customer will destroy the relevant copies at the end of the Agreement, the Customer will immediately inform Wortell in writing of this destruction. At or after the end of the agreement, Wortell is not obliged to provide assistance with a data conversion desired by the Customer.

39 CHANGES TO THE SOFTWARE

- 39.1 Customer is not entitled to change the software in whole or in part without the prior written consent of Wortell, unless otherwise provided for by law. Wortell has the right to refuse its permission or to attach conditions to it. The Customer bears the full risk of all changes made by or on behalf of the Customer by third parties - whether or not with the permission of Wortell.

40 WARRANTY

- 40.1 Wortell does not provide any warranties with regard to the software of third parties, including those of Microsoft. The warranties provided by Microsoft and/or other vendor(s) are set forth in the applicable terms and conditions of Microsoft or other vendor(s) respectively.

41 WHAT ARE ADDITIONAL AGREEMENTS IN THE CASE OF SOFTWARE DEVELOPMENT?

- 41.1 In the event that Wortell develops software on behalf of the Customer, the provisions of this article apply. The parties will specify in good consultation which software will be developed and how the development will take place.
- 41.2 Wortell will develop the software with care, with due observance of the explicitly agreed specifications and methods, techniques and/or procedures agreed with the Customer in writing. Before starting the development work, Wortell may require the Customer to agree in writing to the specifications or the design.
- 41.3 If the Parties use a development method that is characterized by the principle that the design and/or development of (parts of) the software takes place in an iterative manner (e.g. Scrum), the Parties accept that the work will not be carried out at the outset on the basis of complete or fully elaborated specifications and also that specifications can be adjusted in good consultation during the execution of the Agreement as long as this is done in the project approach of the chosen development method. During the execution of the Agreement, the Parties will jointly make decisions in good consultation with regard to the specifications that apply to the next phase of the project (e.g. a 'time-box') and/or to the next sub-development. Customer accepts the risk that the software will not necessarily meet all specifications. Customer will ensure permanent, active input and cooperation from relevant end users supported by Customer's organisation, including with regard to testing and (further) decision-making. The Customer guarantees that the employees deployed by him who are appointed to key positions have the decision-making powers required for this position. The Customer guarantees the expeditiousness of the progress decisions to be taken by it during the performance of the Agreement. In the event that the Customer does not make timely and clear progress decisions, in accordance with the project approach that belongs to the development method in question, Wortell has the right - but is not obliged - to take the decisions it deems appropriate.
- 41.4 If the Parties use a development method as referred to in paragraph 3 of this article, the Customer will accept the software in the state in which it is at the time of the end of the final development phase ('as is, where is').

After the final development phase, Wortell is not obliged to correct errors, unless explicitly agreed otherwise in writing.

- 41.5 Wortell will start the design and/or development work within a reasonable period to be determined by it after the Agreement has been entered into and will inform the Customer about the start and the expected duration of the work, unless the parties have made specific agreements in this regard.
- 41.6 If requested, the Customer will give Wortell the opportunity to perform the work outside the usual working days and working hours at the Customer's office or location.
- 41.7 Wortell's performance obligations with regard to the development of a website do not include the provision of a so-called 'content management system'.
- 41.8 The maintenance of the software and/or the website, and/or the provision of support to users and/or administrators thereof is not included in Wortell's performance obligations. If, contrary to the above, Wortell has to provide maintenance and/or support, Wortell may require the Customer to enter into a separate Agreement for this purpose. This work will be charged separately at Wortell's usual rates.
- 41.9 Wortell will make the software developed on behalf of the Customer and any associated user documentation available to the Customer for use.
- 41.10 Only if this has been agreed in writing, the source code of the software and the technical documentation created during the development of the software will be made available to Customer, in which case Customer will be entitled to make changes to the software.
- 41.11 Wortell is not obliged to provide the auxiliary software and program or data libraries required for the use and/or maintenance of the software.

CHAPTER 6: TERMS AND CONDITIONS OF DELIVERY & LICENSE OF MICROSOFT SOFTWARE OR ONLINE SERVICE

The provisions included in this chapter 'Delivery and License Terms Microsoft Software or Online Service' apply, in addition to the General Provisions of these General Terms and Conditions, if the Customer purchases Microsoft software such as (the products in) Microsoft 365 and Microsoft Azure through Wortell. This can be as separate (online) licenses or subscriptions or as part of a Wortell service such as Work, MCA, Secure, Meet or Smart.

42 GENERAL

- 42.1 In addition to these terms, the following Microsoft terms and conditions apply in full to License Agreements:
 - a. Microsoft Customer Agreement
 - b. Microsoft Product Terms
 - c. Microsoft Privacy Statement
- 42.2 Microsoft's terms and conditions are publicly available online and may also be made available by Wortell at Customer's first request.
- 42.3 Prior to purchasing the Subscription, Customer must agree to the terms and conditions of use.
- 42.4 The Contract Term is one (1) month, twelve (12) or thirty-six (36) months from the Effective Date.
- 42.5 A newly ordered Subscription must be cancelled within 72 hours of being ordered by Customer in the Cloud Portal if this was an incorrect order. After these 72 hours, the order becomes irrevocable for the chosen duration. If this is done within 24 hours, there are no costs involved. In the following 48, up to the 72 hours, this is billed on a pro-rata basis.
- 42.6 An active Subscription is tacitly renewed for a period equal to the original Contract Period and cannot be terminated prematurely.
- 42.7 Obvious errors in the prices as stated in the Cloud Portal are not binding on Wortell.
- 42.8 As part of the delivery of the Subscriptions, Wortell provides web-based support and helpdesk services for the ordering of the Subscriptions by the Customer. For technical or substantive support, an additional support contract must be concluded.

43 INVOICING

- 43.1 Customer will not owe any initial costs when ordering a Subscription.
- 43.2 The Premium payable for a Subscription shall be invoiced monthly in arrears or, in the case of a Contract Period of more than one (1) month, in full in advance.
- 43.3 The Premium is adjusted with the use from the first to the last day of a calendar month, and is processed in the monthly invoice that the Customer receives from Wortell.
- 43.4 If Customer orders a new Subscription, it will be charged pro rata during the first and last month of the term.
- 43.5 If Customer terminates an active Subscription, this will be deducted from the invoice pro rata one month later.
- 43.6 Exceeding the number of Subscriptions during the Invoicing Period will be handled (financially) in accordance with the provisions of paragraph 4 of this article.
- 43.7 If the Customer does not pay invoices within the aforementioned payment term, Wortell is entitled to terminate the relevant Subscriptions after giving two written warnings to the Customer. This does not affect the Customer's obligation to pay the invoice amount already due. Upon receipt of the late payment, the relevant Subscriptions will be reactivated.

44 USE CLOUD PORTAL

- 44.1 Upon commencement of a License Agreement, Customer will receive one account with administrator rights within the Cloud Portal. Customer is then responsible for creating additional users within its organization as well as assigning the correct user rights to these users.
- 44.2 Customer may order new or terminate active Subscriptions in the Cloud Portal. The Customer is entirely responsible for ordering or terminating its Subscriptions (in a timely manner).

- 44.3 Furthermore, Customer is entirely responsible for ensuring that orders are placed on its behalf by the authorized users and that these users have been assigned the correct rights for this purpose.
- 44.4 Insofar as the Cloud Portal offers additional functions for the automatic scaling up or downscaling of Subscriptions, Customer is entirely responsible for pre-assigning or deducting the correct usage rights.
- 44.5 Wortell is not liable for incorrect and/or incomplete orders or cancellations made by the Customer in the Cloud Portal.

CHAPTER 7: SECONDMENT SERVICES

The provisions included in this chapter 'Secondment Services' apply, in addition to the General Provisions of these General Terms and Conditions and the provisions of the chapter 'Services', if Wortell makes one or more employees available to the Customer in order to work under the supervision and direction of the Customer.

45 HOW ARE THE SECONDMENT SERVICES CARRIED OUT?

- 45.1 Wortell will make the employee referred to in the Agreement available to the Customer. This employee will perform work under the direction and supervision of the Customer. The results of the work are at the risk of the Customer. Unless otherwise agreed in writing, the employee will be made available to the Customer for forty hours per week during the usual working days for Wortell.
- 45.2 The Customer can only deploy the employee made available for work other than the agreed upon if Wortell has agreed to this in writing in advance.
- 45.3 The Customer may only lend the employee made available to a third party to perform work under the direction and supervision of that third party if this has been expressly agreed in writing.
- 45.4 Wortell will make every effort to ensure that the seconded employee remains available for work during the agreed days for the duration of the Agreement, unless the employee is ill or leaves employment. Even if the Agreement has been entered into with a view to execution by a specific person, Wortell is always entitled to replace this person with one or more persons with the same qualifications after consultation with the Customer.
- 45.5 The Customer has the right to request a replacement of the seconded employee
- (i) if the seconded employee demonstrably does not meet expressly agreed quality requirements and the Customer informs Wortell of this within three working days after the start of the work, stating reasons, or
 - (ii) in the event of long-term illness or termination of employment of the seconded employee. Wortell will immediately give priority to the request.
- Wortell does not guarantee that replacement is always possible. If replacement is not possible or not immediately possible, the Customer's claims for further compliance with the Agreement will lapse, as well as all claims of the Customer for non-compliance with the Agreement. Payment obligations of the Customer for work already performed will remain in full force.
- 45.6 If the Parties have not agreed on the duration of the secondment, the Agreement will have a term for an indefinite period. In that case, each of the Parties shall be subject to a notice period of one calendar month after the initial term, if any. Cancellation must be done in writing.

46 HOW ARE WORTELL EMPLOYEES PROTECTED?

- 46.1 The working, holiday and rest times, working hours and other relevant terms of employment of the posted employee are the same as those customary at the Customer. The Customer guarantees that the working, holiday and rest times, working hours and other relevant working conditions comply with the relevant laws and regulations.
- 46.2 The Customer shall inform Wortell in a timely manner of an intended (temporary) closure of its business or organisation.

47 WHAT FINANCIAL AGREEMENTS APPLY?

- 47.1 The financial agreements are set out in the Agreement. Unless otherwise stipulated in the Agreement, Wortell will invoice the monthly hours spent afterwards on the basis of an hourly account approved by the Customer. If the hours have not been approved by the Customer, Wortell may invoice the hours at any time.
- 47.2 If the posted employee works longer per day on behalf of or at the request of the Customer than agreed or works longer than the usual number of working hours, or works outside the usual working days at Wortell, the Customer will owe the agreed overtime rate for these hours or, if nothing has been agreed upon in this regard, the usual overtime rate at Wortell. Wortell will inform the Customer about the applicable overtime rates if the Customer requests this.
- 47.3 Costs and travel time will be charged to the Customer in accordance with the rules and standards customary at Wortell. Wortell will inform the Customer about the usual rules and standards if the Customer requests this.

48 WHAT SPECIFIC LIABILITY APPLIES?

- 48.1 Wortell will ensure the timely and full payment of the wage tax, national insurance contributions, employee insurance contributions, income-independent contribution under the *Zorgverzekeringswet* (Dutch Health Insurance Act) and turnover tax to be paid for the employee made available in connection with the Agreement with the Customer. Wortell indemnifies the Customer against all claims of the Tax and Customs Administration or of the authorities for the implementation of social insurance legislation that are due on account of the Agreement with the Customer. This indemnification only applies on the condition that the Customer immediately informs Wortell in writing about the existence and content of the claim and leaves the handling of the case, including the conclusion of any settlements, entirely to Wortell. To this end, the Customer will provide the necessary powers of attorney, information and cooperation to Wortell to defend itself against these claims, if necessary on behalf of the Customer.

48.2 Wortell accepts no liability for the quality of the results of work that has been carried out under the supervision and direction of the Customer.

CHAPTER 8: TRAINING AND TRAINING

The provisions included in this chapter 'Education and Training' apply, in addition to the General Provisions of these General Terms and Conditions and the provisions of the chapter 'Services', if Wortell provides services, under whatever name and in whatever way (e.g. in electronic form), in the field of education, training, workshops, training, seminars and the like (hereinafter referred to as: training).

49 HOW DOES THE REGISTRATION WORK AND CAN YOU CANCEL

- 49.1 An application for a training course must be made in writing and is binding after confirmation by Wortell.
- 49.2 The Customer is responsible for the choice and suitability of the training for the participants. Even if a participant has no or insufficient prior knowledge, the Customer must still comply with obligations under the Agreement. The Customer may replace a participant for a course with another participant after prior written permission from Wortell.
- 49.3 Wortell has the right to cancel the course, to combine it with one or more courses, or to have it take place at a later date or a later date if, in the opinion of Wortell, the number of registrations gives cause to do so. Wortell has the right to change the location of the training. Wortell has the right to make organisational and substantive changes to a study programme.
- 49.4 The consequences of a cancellation of participation in a course by the Customer or participants are governed by the rules customary at Wortell. A cancellation must always be made in writing and prior to the training or the relevant part thereof. In the event of cancellation or non-appearance, the Customer must also comply with the payment obligations on the basis of the Agreement.
- 49.5 After entering into the Agreement, Wortell is entitled to adjust its prices in the event of any change in the VAT regime for training courses established by or pursuant to the law.

50 HOW IS THE EDUCATION OR TRAINING CARRIED OUT?

- 50.1 The Customer accepts that Wortell determines the content and depth of the training.
- 50.2 The Customer will inform the participants about and supervise their compliance with the obligations under the Agreement and the rules of conduct and conduct prescribed by Wortell for participation in the training.
- 50.3 In the event that Wortell uses its own equipment or software in the execution of the training, Wortell does not guarantee that this equipment or software is error-free or functions without interruptions. If Wortell carries out the training at the Customer's location, the Customer will ensure the availability of properly functioning equipment and software.
- 50.4 The administration of an exam or a test is not part of the Agreement.
- 50.5 The Customer pays a separate fee for the documentation, training materials or resources made available or produced for the purpose of the training. The foregoing also applies to any training certificates or duplicates thereof.
- 50.6 The intellectual property of the course material made available rests with Wortell. Copying, distribution and any other use of these materials is not permitted without the written permission of Wortell, with the exception of specific materials in which this is otherwise indicated.
- 50.7 If the training is offered on the basis of e-learning, the provisions of the Chapter 'Cloud Services' (Software-as-a-Service (SaaS) section) apply mutatis mutandis as much as possible.
- 50.8 The Customer cannot derive any rights from the cases and advice discussed during the training.

CHAPTER 9: SUPPLY OF HARDWARE

The provisions included in this chapter 'Delivery of hardware' apply, in addition to the General Provisions of these General Terms and Conditions, if Wortell supplies the Customer with hardware of any kind and/or other items (material objects) to the Customer and (if agreed by the Parties) installs them for the Customer.

51 PURCHASE AND SALE

- 51.1 Wortell sells the hardware according to the nature and number as agreed in writing between the Parties.
- 51.2 Customer bears the risk of selecting the purchased goods. Wortell does not guarantee that the goods are suitable for the intended use of the Customer, unless the purposes of use are clearly and unreservedly specified in the Customer's application.

52 OPERATING LEASE

- 52.1 Hardware provided to the Customer in the form of an operational lease remains the property of Wortell (or the leasing company engaged by Wortell).
- 52.2 The Customer has adequately insured the hardware, including, but not limited to, insurance against fire, loss, theft and damage.
- 52.3 All damage, wear and tear, etc. to hardware, which is not caused by normal use, can be recovered from Customer.
- 52.4 The Customer treats the hardware as if it were his property and acts accordingly.
- 52.5 After the agreed term has expired, Customer can take over ownership of the hardware in question at a price to be determined by Wortell.

53 HOW ARE THE HARDWARE DELIVERED?

- 53.1 The hardware supplied by Wortell to the Customer will be delivered to the Customer at a location to be designated by the Customer. In that case, Wortell will inform the Customer, if possible in good time before delivery, of the time at which it or the carrier engaged intends to deliver the goods. The delivery times indicated by Wortell are always indicative.
- 53.2 Unless expressly agreed otherwise, the (purchase) price of the hardware does not include the costs of transport, insurance, hoisting and lifting work, hiring temporary facilities, etc. These will be charged to Customer.
- 53.3 Wortell will package the hardware according to its usual standards. If the Customer requires a special method of packaging, the associated additional costs will be borne by the Customer.
- 53.4 As an exception to the above paragraph, if the delivery is sent directly from supplier to Customer, the packaging standards of supplier or manufacturer apply. If the Customer requires a special method of packaging, the associated additional costs will be borne by the Customer.
- 53.5 The Customer shall process the packaging that is released upon delivery of hardware via Wortell, supplier or manufacturer, in a manner that is in accordance with the applicable laws and regulations.

54 HOW ARE DEFECTS REPORTED?

- 54.1 Customer is obliged to check the hardware for quantity, quality and damage upon delivery. Visible defects must be reported immediately upon receipt and noted on the transport document or on the delivery note. Defects that could not be found immediately upon delivery must be notified to Wortell in writing as soon as possible, but no later than within 14 days of receipt.
- 54.2 Hidden defects must be reported to Wortell in writing immediately after discovery, but no later than 48 hours after the time at which the Customer discovered or could have discovered the defects.

55 NO RECEPTION OF HARDWARE?

- 55.1 If, for whatever reason, the hardware cannot be received by the Customer at the designated place and time, the Customer is nevertheless obliged to pay the invoices from Wortell on time with regard to the hardware to be delivered.
- 55.2 Wortell is entitled to have the hardware stored at the expense and risk of the Customer from the moment that the Customer is unable to take delivery of the hardware. The Customer must reimburse Wortell for the costs incurred for storing the hardware.

56 WHEN DOES OWNERSHIP PASS TO THE CUSTOMER?

- 56.1 Subject to the provisions of paragraphs 2 to 6 of this article, the ownership of the hardware to be supplied by Wortell will be transferred to the Customer at the time of delivery.
- 56.2 All hardware delivered and yet to be delivered will remain the sole property of Wortell, until all claims that Wortell has or will obtain against the Customer, including in any case the claims referred to in Article 3:92, paragraph 2 of the Dutch Civil Code, have been paid in full.
- 56.3 As long as the ownership of the hardware has not been transferred to the Customer, the Customer may not pledge the hardware or grant any other right to it to third parties, except within the normal course of its business. The Customer undertakes to cooperate, at the first request of Wortell, in the establishment of a right of pledge on the claims that the Customer acquires or will obtain from its customers by virtue of the onward delivery of goods.
- 56.4 The Customer is obliged to keep the hardware that has been delivered under retention of title with due care and as recognizable property of Wortell.
- 56.5 Wortell is entitled to take back the hardware that has been delivered under retention of title and is still present at the Customer if the Customer is in default of the fulfilment of its payment obligations or is or threatens to be in payment difficulties. The Customer shall at all times grant Wortell free access to its premises and/or buildings for the purpose of inspecting the goods and/or exercising Wortell's rights.

57 INSTALLATION

- 57.1 If the Parties have agreed that Wortell will install the hardware ordered from it at the Customer's premises, the Customer will ensure that the structural, electrical and other provisions required in connection with the installation have been made. Wortell then has the right to use the necessary facilities, such as electricity and the possibility of storing equipment.
- 57.2 Insofar as shortcomings in the execution of the installation work carried out by Wortell are the result of the fact that the Customer has not fulfilled its obligations as referred to in paragraph 1 of this article, or has not fulfilled them in a timely manner, or has not fulfilled them sufficiently, Wortell is not liable for this.
- 57.3 The Agreement does not include chopping and breaking work, nor restoration to the original structural condition. In this respect, the Customer will indemnify Wortell against any liability whatsoever. Orders for additional work and additional deliveries issued by the Customer will be invoiced by Wortell in addition. The delivery in good condition and the acceptance thereof by the Customer will be deemed to take place at the time when Wortell has completed the installation and, if necessary, has notified the Customer thereof, unless otherwise agreed in writing.

58 WARRANTY

- 58.1 Wortell conforms to the (additional) warranty conditions and the term included therein on hardware as issued by the manufacturer of the hardware.
- 58.2 If, in the reasonable opinion of Wortell, repair is not possible, repair will take too long or if repair involves disproportionately high costs, Wortell is entitled to replace the hardware with other, similar but not necessarily identical hardware.

- 58.3 Data conversion that is necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of Wortell.
- 58.4 The warranty obligation lapses if defects in the hardware or in the parts are wholly or partly the result of incorrect, careless or improper use, external causes such as fire or water damage, or if the Customer makes changes to the hardware or parts supplied by Wortell in the context of the warranty without the permission of Wortell. Wortell will not withhold such permission on unreasonable grounds.
- 58.5 Any other or more far-reaching reliance by the Customer on non-conformity of the delivered hardware than the provisions of paragraph 2 of this article is excluded. In any case, the Customer may not invoke the non-conformity of the delivered hardware if and insofar as the law denies it such an appeal.
- 58.6 Costs of work and repair outside the framework of this guarantee will be charged by Wortell in accordance with its usual rates.
- 58.7 Wortell has no obligation to rectify errors reported after the expiry of the period referred to in paragraph 1 of this article.
- 58.8 When selling the hardware to the Customer, Wortell will make every effort to repair any material and manufacturing defects in the hardware, as well as in parts supplied by Wortell in the context of the warranty, within a reasonable period of time. In the period of three (3) months after delivery, no additional handling costs will be charged for this. After this period, Wortell will charge the necessary handling costs.
- 58.9 In the event of an operational lease of the hardware to the Customer, Wortell will make every effort to rectify any material and manufacturing defects in the hardware, as well as in parts supplied by Wortell, within a reasonable period of time.