GENERAL CONDITIONS

Vinum Re Nova BV (VRN)

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1. GENERAL

1.1 Introduction

1.1.1 The purpose of these conditions is to facilitate pleasant co-operation and to protect each other's interests.

1.2 Applicability

1.2.1 These conditions are applicable to all proposals and agreements and/or legal relationships between VRN and Customer.

1.2.2 VRN reserves the right to make alterations and/or additions to the General Conditions VRN. The modified General Conditions VRN will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

1.2.3 Changes in and additions to the General Conditions VRN and/or agreements made between VRN and Customer are only valid when agreed to by VRN in writing.

1.2.4 If the business name used by Customer denotes more than one (legal) person or organization, each will be responsible for the entire fulfilment of the obligations that may flow forth from the agreement with VRN.

1.2.5 The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.3 Definitions

1.3.1 In the General Conditions VRN the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.3.2 Advance:
As further specified in clause 7.5.

1.3.3 Application software:
The application which provides users with a certain functionality. This can be either a (software) VRN Product, a (software) Third Party Product or software of Customer or of a third party licenced to Customer.

1.3.4 Back-up:
Spare copies of digital data and/or information.

1.3.5 Business Days:
Monday to Friday from 8.00 until 18.00 CET, with the exception of Dutch public holidays.

1.3.6 Courses:
All courses, trainings and related activities.

1.3.7 Customer:
Anyone who requests and orders the delivery of Products and Services.

1.3.8 Custom Work:
The result of Products and Services that are developed or to be developed in commission by Customer.

1.3.9 Third Party General Conditions:
Conditions applicable to Third Party Products and Services.

1.3.10 Data center:
A facility where servers can be connected to a network-environment, i.e. the Internet. A part of the Infrastructure is located in one or more Datacenters.

1.3.11 Documentation:
The (functional) description of the Products and Services, delivered to Customer.

1.3.12 Errors:
As further specified in clause 6.8.

1.3.13 Fair Use:
The reasonable use by Customer of the Products and Services.

1.3.14 Feasibility Study:
As further specified in clause 6.1.

1.3.15 Fixed Price:
As further specified in clause 7.3.

1.3.16 Hosting:
The provision of, Maintenance of, and/or access to web space for the purpose of saving information, data, images, or other content e.g. Application Software on Data centers in the VRN Infrastructure or Third Party Infrastructure.

1.3.17 Identification Codes:
Usernames, passwords, address codes and/or other codes.

1.3.18 Infrastructure:
The set of IT facilities such as hardware and software (including cables) which is used for the processing of data. Infrastructure includes VRN Infrastructure, Third Party Infrastructure, customer Infrastructure and Public Infrastructure.

1.3.19 Maintenance:
As further specified in clause 2.3.

1.3.20 Object Code:
The computer programming code principally in binary form. Object Code is immediately executable by a computer after processing, but without reverse engineering, compilation or assembling.

1.3.21 Process-data:
The data entered within the SaaS-service by Customer and/or data entered by third parties.

1.3.22 Products and/or Services:
All VRN Products and/or Third Party Products provided by VRN, the resulting provisions and related activities.

1.3.23 Public Infrastructure:
The part of the Infrastructure maintained by third parties and/or delivered to Customer via VRN and over which VRN has no control. The internet is part of Public Infrastructure.

1.3.24 SaaS:
(Software as a Service) constitutes the direct and/or indirect (through a third party) provision of Application Software via Hosting by VRN.

1.3.25 Support:
As further specified in clause 2.5.

1.3.26 Source Code:
The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It may include related Source Code level system documentation, procedural codes and comments. Source Code does not include Object Code.

1.3.27 Subsequent Calculation:
As further specified in clause 7.4.

1.3.28 VRN:
VRN B.V. and its legal successors or affiliated organizations and partners that will enter into an agreement with Customer and have declared the General Conditions VRN applicable.

1.3.29 VRN Infrastructure:
The part of the Infrastructure maintained by VRN and over which VRN has control.

1.3.30 VRN Products and Services:
All products and services provided by VRN and the resulting provisions and related activities, which do not originate from third parties and of which VRN holds all intellectual property rights, industrial property rights and other rights .

1.3.31 Third Party Infrastructure:
The part of the Infrastructure administrated by a third party and/or delivered to Customer via VRN, and over which, in principal, VRN has no control. This is a Third Party Product and Service.

1.3.32 Third Party Products and Services:
All products and services provided by VRN, the resulting

provisions and related activities, which originate from third parties.

1.3.33 Warranty:
As further specified in clause 6.10.

1.4 Confirmation

1.4.1 Verbal agreements, assignments or other expressions of whatever nature by employees of VRN are only valid and binding when they have been confirmed in writing by authorized representatives of VRN.

1.5 Offers

1.5.1 All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.

1.5.2 Offers are based on the data, information or requirements made known by Customer as set out in clause 1.7.

1.6 Agreements

1.6.1 An agreement between VRN and Customer, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product or Service for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

1.6.2 Termination of the agreement as described in clause 1.6.1 occurs by means of a registered letter, which must be received by the other party no later than 30 (thirty) days prior to commencement of the extension date of the agreement.

1.6.3 Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfil its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.

1.6.4 VRN has the right to, notwithstanding its right to claim full compensation for damages, immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by VRN will be immediately due, and VRN will not be liable for this termination.

1.6.5 After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

1.7 Cooperation/Information Requirements Customer

1.7.1 All assignments are carried out by VRN on the basis of data, information, requests and/or requirements made known to VRN by Customer.

1.7.2 Customer shall provide all necessary cooperation to VRN and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.

1.7.3 If data, information and/or requirements necessary for execution of the agreement , are not provided, not timely provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then VRN has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and VRN has the right to charge the costs incurred at its usual rates.

1.7.4 If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, VRN will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.

1.7.5 VRN may give recommendations about the way Customer´s business ought to be organized for an optimal functioning of the Products and Services. VRN is not liable for the consequences to the functioning of the Products and Services in case Customer does not follow these recommendations.

1.7.6 In the event VRN performs activities in a location other than its own, Customer will be responsible for providing free of charge reasonably requested facilities, such as office space and telecommunication facilities.

1.8 Confidentiality/Non-competition

1.8.1 VRN and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and products and services, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.

1.8.2 VRN is authorized to place the name and logo of Customer or Customer's clients who are given rights to the Products on the VRN website and/or reference list and to make them available to third parties for information.

1.8.3 Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from VRN during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of VRN. Customer will ensure that its clients will comply with the foregoing obligation.

1.8.4 In the event that Customer breaches clause 1.8.3, Customer will be charged, without further notification required, a fine of € 50,000.- (fifty thousand euros) for each breach, undiminished the right of VRN to claim full compensation for damages incurred.

1.9 Liability

1.9.1 VRN's total liability shall be limited, in accordance with clauses 1.9.2 and 1.9.3 to compensation for direct damage and to a maximum of the amount received by VRN of the price stipulated in the agreement (excluding VAT) to a maximum of € 100,000.- (hundred thousand euros), whereby a sequence of events is regarded as one event.

1.9.2 If the agreement also includes an agreement over time with a term of more than 1 (one) year and VRN's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to VRN on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of € 100,000.- (hundred thousand euros).

1.9.3 The total liability of both parties for a failure in the performance of a warranty obligation and/or an offered indemnification constitutes an exception to clauses 1.9.1 and 1.9.2; this is limited to twice the total amount of the compensations (excluding VAT) received by VRN from Customer for 2 (two) years, with a maximum of € 100,000. (hundred thousand euros), whereby a sequence of events is regarded as one event.

1.9.4 VRN has insured itself against damage. VRN is in any case

not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the agreement entered into with VRN, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with VRN's deductible (own risk), except in case of malicious intent ("opzet") or reckless disregard ("bewuste roekeloosheid").

1.9.5 VRN's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000.- (one million euros), whereby a sequence of events is regarded as one event.

1.9.6 Direct damage is exclusively understood as:
a) The reasonable costs made in determining the cause and extent of the damage;
b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.

1.9.7 VRN's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.

1.9.8 With the exception of the cases mentioned in clause 1.9, VRN has no liability for damage compensation regardless of what an action towards compensation is based upon.

1.9.9 VRN's liability exists solely when Customer immediately and appropriately notifies VRN of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and VRN then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that VRN is able to react adequately.

1.9.10 The condition for the existence of any right to compensation is always that Customer notifies VRN in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

1.9.11 Customer indemnifies VRN from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by VRN.

1.9.12 VRN does not accept any liability for damage regardless of its nature caused by Third Party Products and Services which VRN has delivered to Customer. If possible VRN will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.

1.9.13 Unless otherwise agreed upon in a service level agreement, VRN is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or Warranty on time.

1.10 Transfer

1.10.1 The agreement between VRN and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from VRN.

1.10.2 Customer gives VRN in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:
a) holding-, sister- and/or subsidiary companies;
b) a third party in the case of merger or acquisition of VRN. In the event this happens, VRN will inform Customer.

1.11 Force Majeure ("niet-toerekenbare tekortkoming")

1.11.1 Neither party is obligated to fulfil any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond VRN's power as well as business risks of VRN, these include but are not limited to failure to perform by a supplier of VRN, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and Services and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, (D)Dos-attacks, hacking, cracking or any downtime or unavailability caused by unlawful conduct by third parties, the destruction, damaging or disabling of any automated system or any system for telecommunication by whoever, causing interference in the course or the working of such system, or frustrating by whoever of a security measure taken with respect to such system, interference in networks, floods, illness, lack-of-staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.

1.11.2 When force majeure is of a temporary nature, VRN has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.

1.11.3 VRN reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.

1.11.4 In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

1.12 Nullity

1.12.1 If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

1.12.2 With regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with which the parties shall strive for the maintenance of the gist of this agreement (or the remainder of the term in question) in its totality.

1.13 Applicable Law and Dispute Resolution

1.13.1 All agreements made between VRN and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

1.13.2 Disputes between parties which cannot be resolved amicably, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes prior to arbitration.

1.13.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before the qualified court of Rotterdam, location Rotterdam.

1.13.4 Either party also may, without waiving any remedy under the agreement, seek from the qualified court of Rotterdam,

location Rotterdam, any interim or provisional relief that is necessary to protect the rights or property of that party, or start a debt collection procedure at this court.

2. VRN PRODUCTS AND SERVICES

2.1 User Rights Software Programs

2.1.1 Customer is granted the non-exclusive right to use the Products and Services and corresponding documentation.

2.1.2 User rights are limited exclusively to own use of the Products and Services for the agreed upon Central Processing Unit (CPU), number of users, servers and/or workstations. If no limitations have been agreed upon, user rights will be limited to the CPU on which the Products and Services were first installed and the number of users, servers and/or workstations will be limited to 1 (one).

2.1.3 User rights for software Products and Services are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing.

2.1.4 It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the Products and Services in any way, without the prior written approval from VRN.

2.1.5 User rights on the Products and Services cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).

2.1.6 Customer does not have the right to make the Products and Services available, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies of Customer).

2.1.7 Reverse engineering or decompilation of the Products and Services is not permitted by Customer, unless such is explicitly permitted by law.

2.1.8 The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.

2.1.9 The extent of the user rights on Third Party Products and Services is determined by the Third Party General Conditions as described in clause 5. Where the aforementiond does not deviate from the Third Party General Conditions, the aforementioned will also be applicable.

2.2 Verification

2.2.1 VRN is entitled to incorporate technical limitations and control mechanisms in the Products and Services in order to prevent and/or verify that the actual number of users, servers and/or workstations does not surpass the agreed upon number of simultaneous users, servers and/or workstations.

2.2.2 VRN is entitled itself or through the use of a third party, as long as Customer makes use of the Products and Services, to make unannounced verification visits to the locations where the Products and Services are used. Customer shall provide all necessary cooperation and access. In the event Customer refuses cooperation and/or access, VRN will be entitled to terminate the agreement immediately. In this event Customer will no longer be entitled to use the Products and Services and will be obligated to return all Products and Services and destroy any copies made thereof within 30 (thirty) days after the first request of VRN.

2.2.3 If, on the basis of the above described verification procedure or otherwise, it appears that the actual number of users, servers and/or workstations surpasses the number of simultaneous users, servers and/or workstations agreed upon, Customer will be obligated to immediately acquire the missing number of users, servers and/or workstations licenses and pay an additional fine of 25% over the amount due. Amounts indebted for Maintenance and Support for the missing users, servers and/or workstations will be charged from the moment of delivery of the previously agreed upon number of simultaneous users, servers and/or workstations. In addition VRN reserves the right to report to the Software Alliance (BSA).

2.3 Maintenance

2.3.1 Depending on the Products and Services, VRN may offer Customer the option of acquiring Maintenance.

2.3.2 Maintenance includes providing updates and documentation of the licensed Products and Services delivered to Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the Product that has been made available. VRN is not obliged to actively keep Customer up to date concerning possible updates.

2.3.3 If Maintenance results in a functional improvement, VRN will have the right to charge extra payment to compensate for this functional improvement.

2.3.4 VRN is authorized to refuse the provision of Maintenance if the VRN Products and Services provided by VRN or the environment in which the VRN Products and Services operate are altered by Customer in any way or form.

2.3.5 If Customer refuses to install updates that are offered by VRN to Customer, then VRN reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.

2.4 Advice

2.4.1 All Products and Services that can be considered advice or which can be described as advice, such as but not limited to Support (clause 2.5) will only be given to the best of VRN's knowledge and capability.

2.4.2 VRN is not responsible and/or liable if the activities that flow forth from advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.

2.4.3 VRN will provide advice on the basis of the conditions required by VRN and information received from Customer as mentioned in clause 1.7. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.

2.5 Support

2.5.1 Support consists of providing verbal (by telephone) and written (e-mail) advice concerning the use and operation of the Products and Services. Support will be charged according to the applicable hourly rate.

2.5.2 VRN will only provide Support on the most current updates of the Products and Services. VRN is entitled at its sole discretion to provide Support on older versions, releases, etc. of the Products and Services.

2.6 Custom Work

2.6.1 All assignments consisting wholly or partially of custom work are billed on the basis of Fixed Price or Subsequent Calculation.

2.6.2 Parties shall specify in writing the manner of development and the VRN Product to be developed. VRN will carry out the VRN Product development activities with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.

2.6.3 VRN is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to VRN and, if it is determined that

there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.

2.6.4 Following contact between Customer and VRN, a report may be provided to Customer. If Customer does not explicitly notify VRN in writing of any incorrectness in the report within 4 (four) Business Days after the report has been sent to Customer, the report and its contents will be deemed to be approved and accepted by Customer. If the matter is urgent, VRN may require the Customer to immediately approve or disapprove of the report.

2.6.5 A deviation of 10% in the prices mentioned will be deemed to be accepted by Customer and will not require further notification to and/or approval by Customer.

2.6.6 Intellectual property rights, industrial property rights, and other rights to custom work remain at all times with VRN, as described in clause 8.1.

2.7 Additional Work

2.7.1 If, in the opinion of VRN, a change request by Customer is in fact a request for additional work, VRN will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.

2.7.2 It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

2.8 Installation and Implementation

2.8.1 VRN will only install and/or implement the Products and Services or have them installed and/or implemented if agreed upon in writing.

2.8.2 Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by VRN have been met in order to ensure a successful installation and/or implementation.

2.8.3 Customer will ensure and is entirely responsible for fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

2.8.4 If implementation and/or installation has not been performed within the agreed upon time schedule due to Customer's fault, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of VRN to proceed with installation and/or implementation at a later time period.

2.9 Back-ups

2.9.1 Customer will be responsible for making Back-ups in time to the extent possible. Upon Customer's request, VRN will inform Customer of the procedures and security measures necessary regarding securing data and the realization of Back-ups.

2.9.2 If it is not possible for Customer to make Back-ups (and it is possible for VRN to make Back-ups) or if it is agreed upon that VRN will provide partially or entirely for the provision of Back-ups, VRN will make Back-ups.

2.9.3 Only when VRN delivers paid services regarding Back-ups of Process-data, VRN can be liable for (partial) loss of Process-data and/or errors in the Back-ups of Process-data, in accordance with clause 1.9. In all other cases VRN will not be liable for Back-ups of Process-data relating to, among other things, (partial) loss of Process-data and/or errors in the Back-ups of Process-data. Customer is responsible for (functional) testing of the Back-ups and for ascertaining whether the Back-ups are sufficient to restore proper functioning of the Products after a calamity.

2.10 Activities

2.10.1 All activities, Maintenance, Support and other services will take place without interruption on Business Days and under normal working conditions.

2.10.2 For every continuous period within which VRN performs activities for less than 3 (three) hours at a location other than VRN's place of business, VRN will be entitled to charge Customer for a minimum of 3 (three) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.

2.10.3 Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 10% for overtime after or before Business Days. The applicable rate will be increased with 35% for overtime on weekends and public holidays.

2.10.4 If parties agree that activities will take place in phases, VRN will be entitled to postpone activities for the following phase until Customer has accepted in writing activities performed in the previous phase.

2.10.5 VRN will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. VRN is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.

2.10.6 VRN is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

3. SAAS-SERVICE

3.1 SaaS-service General

3.1.1 SaaS will only take place at a location approved by VRN and on the equipment approved by VRN.

3.1.2 VRN may, at its sole discretion, provide Customer with the possibility to make enhancements, additions and/or changes in SaaS. If this possibility is offered by VRN, Customer will be responsible and liable for all enhancements, additions and/or other changes made and consequences that may flow forth therefrom.

3.1.3 With regard to the access and use of SaaS, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by VRN of which Customer has been notified directly or indirectly. Customer is required to maintain compliance with the conditions set out in this clause. If equipment and/or software do not comply with this clause, the obligations of VRN to provide access to SaaS and the use of such may be postponed by VRN.

3.1.4 Customer will enable VRN to verify if the standards and/or requirements as set out in clause 3.1.3 are met.

3.1.5 If Customer, after the verification as set out in clause 3.1.4, still fails to meet the standards and/or requirements as set out in clause 3.1.3, VRN will have the right to terminate or dissolve the agreement wholly or partially without prior notification and/or judicial intervention.

3.1.6 Customer is required to follow instructions given by VRN regarding SaaS.

3.1.7 VRN is entitled to view log files and the like for purposes of analysing the use of SaaS. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of VRN).

This does not apply to figures and data with regard to the use of SaaS, which are not directly traceable to Customer's use.

3.1.8 In the event Customer signals a malfunction, Customer must immediately report such to VRN. This report must be sent via email to an email address to be announced by VRN. After Customer has notified VRN of the malfunction, VRN will take the necessary steps, which will or could lead to a solution.

3.1.9 The costs for resolving a malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's act or failure to act in accordance with the agreement.

3.1.10 If VRN is of the opinion that possible danger occurs for the functioning of the computer systems or the network of VRN or third parties and/or for the services through the network, in particular caused by excessive sending of email or other data, badly secured systems or activity of viruses, Trojans or similar software, VRN is entitled to take all measures reasonably necessary to prevent this danger. The costs of these measures, including costs for informing Customer of the dangers, are for the account of Customer.

3.1.11 VRN will inform Customer prior to the commencement of intended Maintenance with regard to SaaS, if Maintenance will lead to problems with regard to gaining access to SaaS or the non-availability of SaaS. In this case Maintenance will take place from 00.00 until 06.00 hours (CET). Other Maintenance will take place during Business Days.

3.2 Responsibilities VRN SaaS-service

3.2.1 VRN shall ensure the provision of SaaS. VRN will on a best effort basis and where influential by VRN strive for a further to be indicated availability percentage of SaaS

3.2.2 The percentages mentioned in clause 3.2.1 are measured over a calendar year. The time for Maintenance is not included.

3.2.3 VRN does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access.

3.2.4 VRN does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.

3.2.5 VRN will strive to provide all useful and necessary measures to ensure adequate operability and continuity of SaaS. VRN uses protection programmes and methods that are recent and prevalent in the market.

3.2.6 VRN will strive, in light of the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs used by VRN and/or stored Process-data, in light of the provisions provided for under the agreement.

3.3 Browser

3.3.1 Customer can access the Hosting Services through a browser or Remote Desktop Protocol Client. The browsers for which the Hosting services are optimized at the moment of entering into the agreement, will be made know by VRN.

3.3.2 VRN is not obligated to maintain optimal access to SaaS through the browsers in clause 3.3.1. VRN is entitled, without any form of (damage) compensation being required, to make changes in SaaS which may influence the browser or Remote Desktop Protocol Client used by Customer and/or advised by VRN.

3.3.3 In the event that the situation as described in clause 3.3.2 takes place, VRN will use all reasonable endeavours to enable Customer to transition to a different browser or Remote Desktop Protocol Client. The costs incurred by Customer in doing so are for the account of Customer.

3.4 Use of Identification Codes

3.4.1 VRN will make Identification Codes solely available to Customer for the use of Products and Services. Customer will use these Identification Codes with care. Customer will notify VRN in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

3.4.2 Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will VRN be liable for the misuse and/or unauthorized use of Identification Codes.

3.4.3 It is prohibited for Customer to let multiple persons use the same Identification Codes without prior written permission from VRN. VRN may attach conditions to this permission.

3.4.4 If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, VRN can provide Customer with instructions, which must be carried out.

3.4.5 If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.4.4, Customer will be in default immediately.

3.5 Changes in the SaaS-service

3.5.1 VRN is entitled, following a written notification taking into account a reasonable notification period and without any compensation to Customer, to make adjustments to and/or changes in SaaS offered such as but not limited to:

a) entrance procedures, such as:
   - procedures regarding operational rules, and
   - security procedures.

b) changes in a third party provider/supplier, location, hardware, software and other facilities necessary for the provision of SaaS.

3.5.2 If any changes made have a significant negative impact on Customer's business or the functionality of SaaS, Customer may, after providing relevant proof of the deterioration in writing, request in writing that VRN provide an alternative. If VRN then fails to provide an alternative, Customer will have the right to terminate the use of SaaS, without any damage compensation required by VRN and/or third party or restitution of amounts paid.

3.6 Data Traffic to and from Customer

3.6.1 VRN does not have any influence on or any insight in the data traffic from and/or to Customer. VRN is merely a passive channel. VRN does not give any warranties with regard to content of data such as but not limited to reliability and completeness.

3.6.2 Customer is responsible for the content of data traffic originating from Customer. Where applicable the Code of Conduct as set out in clause 3.9 will apply to Customer and its users.

3.6.3 Customer indemnifies and will keep VRN free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.

3.6.4 Contrary to the terms of clause 8, Process-data will remain the (intellectual) property of Customer. Customer grants VRN, without charge, a perpetual user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.

3.6.5 Process-data will be preserved up to one year after the termination of the agreement. After this period VRN will no

longer be required to preserve Process-data.

3.6.6 VRN will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. VRN does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application.

3.6.7 All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.

3.7 Requirements Customer SaaS-service

3.7.1 If, through use of SaaS, personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify VRN from all liability, costs or damage as a result of claims from a third party in the event personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines.

3.7.2 Customer will immediately inform VRN in writing regarding changes that are relevant for the proper execution of SaaS.

3.7.3 Customer will follow the instructions given by VRN regarding Fair Use. If Customer fails to follow the instructions given by VRN, VRN will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of SaaS to Customer. VRN will never be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by VRN or by a third party on behalf of VRN.

3.8 Personal Data

3.8.1 Customer is the 'controller' ('verantwoordelijke') in terms of the Dutch Personal Data Protection Act (PDPA, "Wet bescherming persoonsgegevens") and is thus responsible for the protection of (personal) data, that is sent or adapted and/or processed by the equipment and/or software of VRN on behalf of Customer.

3.8.2 Customer will indemnify VRN against any allegation as a result of a violation of any person's privacy.

3.8.3 Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of VRN for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for VRN. This information will not be provided to third parties unless VRN is obligated to do so on the basis of a court order.

3.8.4 Contrary to clause 3.8.1, VRN will be responsible as 'processor' ('bewerker') in terms of the PDPA for the protection of personal data of which the use by VRN is necessary for the proper fulfilment of its obligations under the agreement and VRN will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of VRN. VRN as 'processor' shall comply with all relevant obligations under the PDPA.

3.9 Code of Conduct

3.9.1 Customer will make use of SaaS and/or other facilities offered in a responsible manner. It is prohibited to use SaaS and/or other facilities offered in a manner that will result in:

a) damage in the system of VRN and/or third parties; or
b) interference with its use.

3.9.2 Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.

3.9.3 It is not permitted to use SaaS and/or facilities offered for activities that are illegal and/or in violation of the agreement. The foregoing includes amongst others the following activities:

a) violation of a third party's rights or facilitating the violation of a third party rights, such as but not limited to intellectual property rights and privacy rights;
b) noncompliance to law and other applicable regulations;
c) spamming (unrequested distribution (or creating the possibility for third parties) of advertisement and/or other messages);
d) storage/distribution of (child) pornography;
e) causing danger to the functioning of the computer systems or the network of VRN or third parties and/or for the services through the network, in particular caused by excessive sending of email or other data, badly secured systems or activity of viruses, Trojans or similar software;
f) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;
g) distribution or making available to third parties in any other manner of obscene, insulting and tormenting material and/or other material of similar nature;
h) threats;
i) storage and distribution of viruses, worms and/or other destructive activities;
j) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or VRN and/or the performance or non-performance of any other act that makes hacking possible.

3.9.4 VRN reserves the right, at VRN's sole discretion, if forced by law or a court order; and/or a third party informs VRN and/or a suspicion exists that through SaaS a violation is made of the rights of a third party; there is a breach of the General Conditions VRN and/or the agreement and the resulting obligations in question have not been met wholly or partially, to bar access to SaaS and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.

3.9.5 VRN and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of VRN on the basis of clause 3.9.4 Customer indemnifies VRN from third parties for liability as a consequence of these measures. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of VRN on the basis of clause 3.9.4.

3.9.6 If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by VRN, as set out in clause 3.9.4, VRN will be entitled in accordance with clause 1.6.3 to terminate the agreement, without any damage compensation or restitution of amounts paid being required.

4. COURSES

4.1 Application

4.1.1 Participation in Courses must be applied for at least 2 (two) weeks prior to commencement of the Course. If the requested Course is fully booked, Customer shall be notified.

4.1.2 Immediately after receipt of an application VRN will send a confirmation of receipt regarding the applied for Course. For applications which have been made verbally, the confirmation will be considered to reflect the application

correctly and completely, unless objections are made in writing within 3 (three) Business Days.

4.1.3 Courses are given against the current applicable rate. VRN has the right to charge costs made such as rent for office space, Course materials, etc.

4.2 Cancellation

4.2.1 VRN reserves the right to cancel a Course if the required number of applications is not met. If such cancellation takes place Customer will initially be notified at least 1 (one) week prior to commencement of the Course. Any Course fees paid will be reimbursed. Customer may also decide to participate in the Course against a higher fee. This will be arranged in consultation.

4.2.2 Cancellations made by Customer 4 (four) weeks prior to commencement of the Course are free of charge; if cancellation is made any later, 50% of the indebted Course fee will be charged. VRN will be entitled to charge 100% of the indebted amount for cancellations made either within 1 (one) week before the Course, or after commencement of the Course.

4.3 Execution

4.3.1 VRN will strive with best efforts to provide the Course in accordance with the published schedule but will not be liable if the Course must be cancelled or interrupted due to special circumstances. In such an event VRN will strive within reason to provide the Course or the remainder of the Course at a later time period. If this is not possible, previously paid Course fees will be reimbursed proportionally.

4.4 Private Courses

4.4.1 Customer in which only Customer participates. Private Courses can be provided at either the location of Customer or VRN.

4.4.2 Fees for private Courses depend on the number of participants. If the number of participants is more or less than the number of participants indicated in the offer, VRN has the right to increase or reduce the applicable fee.

4.4.3 In the event Courses are provided at Customer's location Customer must provide the necessary facilities and offices space in accordance with clause 1.7.6.

4.5 Refusal Participants

4.5.1 VRN reserves the right to refuse participants to a Course:

a) if payments due have not been fully paid yet and/or on time before commencement of the Course;

b) due to competitive reasons or other reasonable grounds for VRN.

5. THIRD PARTY PRODUCTS AND SERVICES

5.1 Third Party Products and Services

5.1.1 VRN has the right to deliver Third Party Products and Services or make use of Third Party Products and Services in fulfilling its obligations flowing forth from the agreement. VRN is not responsible for Third Party Products and Services, unless agreed upon otherwise in writing.

5.1.2 If VRN delivers Third Party Products and Services to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions VRN.

5.1.3 VRN will deliver rights for Third Party Products and Services under the same conditions as indicated in the Third Party General Conditions.

5.1.4 No Maintenance, Support or other services will be carried out by VRN on Third Party Products and Services, unless agreed upon otherwise in writing.

5.2 Third Party General Conditions

5.2.1 Third Party General Conditions that are declared applicable in these General Conditions VRN shall, when available to VRN, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by VRN.

5.2.2 The General Conditions VRN have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions VRN and Third Party General Conditions, VRN has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

6. DELIVERY

6.1 Feasability study

6.1.1 A Feasibility Study is an investigation which can be carried out by VRN prior to delivery. The objective of the Feasibility Study is to inform Customer at an early stage as to the feasibility of the assignment.

6.1.2 Based on the findings of the Feasibility Study, VRN will provide a positive or negative delivery advice regarding the feasibility of the assignment. A positive delivery advice usually implies that VRN will then carry on with the delivery. A negative delivery advice implies that VRN will decline the delivery with cause and will provide an alternative where possible.

6.1.3 The costs of the Feasibility Study will always be borne by Customer regardless of the results of the Feasibility Study.

6.2 (Delivery) Dates

6.2.1 All (delivery) dates which may be named by and may be applicable to VRN are determined to the best of VRN's knowledge on the basis of information made known to VRN and will be taken into consideration as much as possible.

6.2.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which VRN shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then VRN and Customer will consult with each other to agree on a substitute (delivery) date.

6.2.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by VRN. VRN does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

6.3 Reservations

6.3.1 VRN shall commence execution of the agreement between VRN and Customer only after a signed copy of the agreement drawn up by VRN has been received by VRN and/or having received timely payment of all amounts due in full. Should VRN commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, VRN reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.

6.3.2 Customer's rights, such as but not limited to the transfer of Products, are provided under the suspended condition that Customer timely pays the agreed compensations in full. In case of failure to pay, Customer must return the Products to VRN at Customer's expense within one week of receiving the instruction from VRN to do so. All other remedies in law remain applicable.

6.3.3 If Customer fabricates a new product, on the basis of the

Products delivered by VRN, this will be done on behalf of VRN and Customer will keep the new product for VRN until all amounts due on the basis of the agreement have been paid on time and in full. VRN will maintain all the rights as owner of the new product until the moment payments have been made on time and in full.

6.4 Risk

6.4.1 From the moment of delivery Customer will bear the risk of the Products delivered even if possible ownership and user rights have not yet been transferred. Customer will therefore be held accountable for full payment of the Products delivered regardless of the destruction of or the decline in value of the Products delivered due to circumstances for which VRN cannot be held accountable.

6.4.2 The aforementioned will also be applicable from the moment in which Customer does not make it possible for VRN to make a delivery.

6.5 Demo period

6.5.1 VRN may, at VRN's sole discretion, grant Customer an demo period for the Products and Services. A demo period is only applicable, if such is confirmed by VRN in writing.

6.5.2 Unless otherwise agreed upon, the demo period will have a duration of 3 (three) days commencing upon delivery.

6.5.3 During the demo period VRN will have no obligations and/or responsibilities. Use of the Products and Services during the demo period is at the sole risk and expense of Customer.

6.5.4 In the event Customer does not want to acquire the Products and Services, Customer must see to it that the:

a) Products and Services are removed from the systems on which they have been installed;
b) Back-ups and/or all other possible copies of the Products and Services are deleted/destroyed; and
c) Products and Services are in the possession of VRN within 7 (seven) days after the end of the demo period. Customer bares the costs and the risk for (a timely) return of the Products and Services to VRN.

6.5.5 Customer agrees that in case of any breach of clause 6.5.4, VRN has the right, without further notification being required, to charge Customer the license fees and/or other fees then applicable if the Products and Services were to be acquired after completion of the demo period, notwithstanding the right of VRN to claim full compensation for damages incurred.

6.5.6 Data generated by Customer during the demo period will remain the property of Customer. It is Customer's sole responsibility to Back-up and/or transfer data to an alternative system prior to discontinuing use of the Products and Services. VRN does not have any obligations with regard to the aforementioned data during the demo period or thereafter.

6.6 Delivery, Installation and Acceptance Procedure

6.6.1 VRN shall deliver the Products and Services to Customer in accordance with the specifications established in writing by VRN and, if desired by Customer, shall install them.

6.6.2 Delivery of the Products and Services takes place when they are made available to Customer at VRN's premises or at a Datacenter used by VRN.

6.6.3 The delivery of services by or through VRN takes place at the place and time that the services are performed.

6.6.4 Only if installation is carried out by VRN, an acceptance period is applicable immediately following completion of the installation applicable. The acceptance period for Customer runs for 14 (fourteen) days following completion of the installation. During the acceptance period, Customer is not permitted to use the Products and Services for production and/or operational purposes.

6.6.5 The Products and Services shall be considered by both parties as accepted:

a) upon delivery if there is no acceptance period applicable, or
b) if an acceptance period is applicable, on the first day following the acceptance period, or
c) when VRN, before the end of the acceptance period, receives a Test Report (clause 6.7): at the moment that the Errors (clause 6.8) identified in that Test Report have been repaired, notwithstanding the presence of small Errors which according to clause 6.8.4 do not hinder acceptance.

6.6.6 If the Products and Services are delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

6.6.7 Contrary to the preceding, the Products and Services shall be considered as accepted if Customer uses the Products and Services in any manner for productive or operational purposes before the moment of acceptance. The Products and Services shall be considered as accepted from the beginning of any such use.

6.7 Test Report

6.7.1 If it becomes apparent during the acceptance period that the Products and Services contain Errors, as described in clause 6.8, which hinder the progress of the acceptance test, Customer shall inform VRN no later than the last day of the acceptance period of the Errors in a written and as detailed as possible Test Report. In which case the still remaining acceptance period will be interrupted until such time as the Product is so modified that the Errors are repaired.

6.8 Errors

6.8.1 Error(s) means the failure to fulfil the functional specifications set out in writing by VRN and, in cases of developing custom work VRN Products, the functional specifications expressly agreed upon in writing. An Error only exists where such can be demonstrated and reproduced. Customer is required to immediately report possible Errors to VRN.

6.8.2 Every right to repair of Errors lapses if the Products provided by VRN are altered in any way or form.

6.8.3 The repair of Errors shall take place at the location to be determined by VRN. VRN is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding measures in the Products.

6.8.4 Acceptance of the Products may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Products into productive or operational use.

6.9 Replacement Performance

6.9.1 VRN is permitted to deliver alternative Products than those Products ordered by Customer if the performance and operation of such alternative Products is essentially no different from the Products ordered.

6.9.2 If the agreement is concluded with the objective of having activities carried out by a particular individual, VRN will be entitled to replace this person with another person with the same qualifications.

6.10 Warranty

6.10.1 For a period of 3 (three) months (Warranty period),

commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), VRN shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to VRN within the Warranty period. VRN, at VRN's sole discretion, is entitled at its expense to repair, modify or replace the Products.

6.10.2 VRN is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products if the Error is deemed to be caused by mistakes made by Customer, the result is of improper and non-careful use, the result is of other causes that may not be attributed to VRN or if Customer could have reasonably detected the Error during the acceptance period.

6.10.3 The Warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. VRN does not warrant that the Products shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer during or after the Warranty period. The Warranty obligation is void if Customer alters the Products, or has them altered, without the written permission of VRN, as required in clause 2.1.4.

6.10.4 After expiry of the Warranty period, VRN shall not be bound to repair, modify and/or replace the Products, unless parties have agreed otherwise.

6.10.5 The Warranty provided on Third Party Products is limited to the Third Party General Conditions as maintained by the supplier of Third Party Products as described in clause 5.

7. PRICES/PAYMENTS

7.1 Prices and Payments

7.1.1 All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.

7.1.2 VRN will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation, set-off ("verrekening") or suspending of obligations ("opschorting"). Complaints about the invoice must be brought to VRN in writing and with proper arguments. Disputing of a part of the invoice, whether well-founded or not, leaves unhindered the obligation to pay the undisputed part in accordance with this clause.

7.1.3 Should Customer fail to fulfil any payment obligation, Customer is in breach without any further notification of breach being required. VRN reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 500,- (five hundred euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

7.1.4 Until full payment has been made, VRN has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

7.1.5 If VRN is unable to make a delivery in time due to Customer, VRN will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.

7.1.6 The indebted amount meant in clause 7.1.1 may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of VRN's office. In the event that activities need to take place outside of VRN's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The means of transportation will be determined by VRN. The foregoing is also applicable to services provided outside of The Netherlands.

7.1.7 Above mentioned paragraphs leave all the legal rights of VRN unhindered, when Customer fails to meet Customer's commitments.

7.2 Price Changes

7.2.1 The Prices agreed upon by VRN and Customer are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of entering into the agreement. VRN is authorized, in case of changes to one or more of the cost items (for instance Third Party Products and Services) and/or changes in the rate of exchange, changes to the Consumer Price Indices (Consumentenprijsindices (CPI)) or the CBS index for business sevices (CBS Prijsindex 6202 Computeradvisering), to adjust prices to these changes. At least every January VRN will increase its prices, based on the figures, published by CBS 'CBS Prijsindex 6202 Computeradvisering', on January 1st (if necessary based on the figures of Q3). Changes will be rounded off upwards to a multiple of € 2,50.-.

7.2.2 VRN will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if and as long as the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

7.3 Fixed Price

7.3.1 In the case of a Fixed Price agreement, activities will be performed on the basis of a prior agreed upon price.

7.3.2 Unless VRN can appeal to clause 1.7.4, extra hours will not be charged.

7.4 Subsequent Calculation

7.4.1 When charges are to be based on Subsequent Calculation, this means that prior to VRN commencing the agreed upon activities a global estimate can be made of the expected costs. On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. Customer is, then, aware that there is a possibility that the previously made estimate could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

7.5 Advance

7.5.1 VRN has the right to charge payments in Advance. If full payment of the Advance is not made, VRN has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Rights of VRN and Customer

8.1.1 VRN has the exclusive right to further develop the VRN Products and place them at the disposal of third parties by means of licenses.

8.1.2 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by VRN, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with VRN.

8.1.3 Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to VRN.

8.1.4 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products, or to have such changes made by third parties.

8.1.5 The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Customer by means of a written deed, if VRN has these rights.

8.1.6 In the event that VRN, Customer or a third party makes functional improvements or other adjustments in the Products the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product will remain unchanged with VRN or the rightful third party. If the above mentioned rights do not belong to VRN or the rightful third party, Customer will cooperate in transferring the above mentioned rights to VRN or the rightful third party.

8.1.7 All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with VRN. Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties will comply to the foregoing obligation.

8.2 Indemnification

8.2.1 VRN shall protect Customer from any allegation to the effect that the VRN Products violate a copyright valid in The Netherlands. VRN shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

a) notifies VRN immediately, but no later than within 10 (ten) days after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
b) hands over the case completely to VRN, including all negotiations and arrangements that might lead to a settlement

In case of any such allegation or possible allegation, VRN reserves the right to obtain a license or sub license on the VRN Product in question or to change or replace the VRN Product in such a way that the VRN Product will no longer infringe a copyright valid in The Netherlands. If, at VRN's sole discretion, the foregoing remedies are not a reasonable option, VRN has the right to take the delivered VRN Product back against reimbursement of payments made for the VRN Product in question, minus a reasonable compensation for having made use of the VRN Product.

8.2.2 VRN shall not indemnify Customer against an action in the event that:

a) such is based on the fact that the Third Party Products and Services provided to Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
b) what has been provided by Customer is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere;
c) Customer has made a change in or to the Product.

8.2.3 If VRN and Customer agree that the intellectual property rights, industrial property rights or any other rights of a VRN Product, or a part thereof, will be transferred to Customer, Customer will indemnify VRN against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.