GENERAL CONDITIONS
ITsyndicaat

Version AV.v.1/2015

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1. GENERAL

1.1 Applicability

1.1.1 These conditions are applicable to all proposals and/or deliveries made by ITsyndicaat and agreements and/or other legal relationships between ITsyndicaat and Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.

1.1.2 **Purchase conditions or any other conditions used by Customer will not be applicable.** The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected by ITsyndicaat, unless explicitly accepted in writing by ITsyndicaat.

1.1.3 The General Conditions ITsyndicaat are filed with the Chamber of Commerce under number 30220224.

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

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

1.1.6 If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with ITsyndicaat.

1.1.7 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.

1.2 Definitions

1.2.1 In the General Conditions ITsyndicaat 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.

1.2.2 Advance:
As further described in clause 7.5.

1.2.3 Application Software:
The application which provides users with a certain functionality. Application Software is considered a Product.

1.2.4 As is:
The features of the Product are not (fully) described and Customer indicates to know and/or have tested the features of the Product sufficiently and to accept the Product as it is offered. Customer buys on and for his own account and parties exclude any claim on the grounds of error ('dwaling').

1.2.5 As specified:
Delivery of the Product in accordance with the written specifications

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

1.2.7 Business Days:
Normal Dutch working hours (8.30-17.30 CET) and days (Monday through Friday) with the exception of public holidays.

1.2.8 ITsyndicaat:
ITsyndicaat and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared the General Conditions ITsyndicaat applicable.

1.2.9 ITsyndicaat Infrastructure:
The part of the Infrastructure maintained by ITsyndicaat.

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

1.2.11 Customer Infrastructure:
That part of the Infrastructure that resides with Customer and on which Customer can excise control.

1.2.12 ITsyndicaat Products:
All products and services provided by ITsyndicaat and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by ITsyndicaat.

1.2.13 Courses:
All courses, trainings and related activities.

1.2.14 Datacenter:
A datacenter is 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.

1.2.15 Error:
As further described in clause 6.8.

1.2.16 Fair Use:
The reasonable use by Customer of the Products.

1.2.17 Fixed Price:
As further described in clause 7.3.

1.2.18 Feasibility Study:
As further described in clause 6.1.1.

1.2.19 Hosting:
The provision of, Maintenance of, and/or access to webspace for the purpose of saving information, data, images, or other content e.g. Application Software.

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

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

1.2.22 Maintenance:
As further described in clause 2.3.

1.2.23 Object Code:
The computer programming code substantially in binary form. It is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.

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

1.2.25 Products:
All ITsyndicaat Products and/or Third Party Products provided by ITsyndicaat, the resulting provisions and related activities. SAAS-service is considered a Product.

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

1.2.27 Source Code:

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

1.2.28 Subsequent Calculation:
As further described in clause 7.4.

1.2.29 Support:
As further described in clause 2.5.

1.2.30 Third Party General Conditions:
Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

1.2.31 Third Party Infrastructure:
The part of the Infrastructure maintained by a third party and/or delivered to Customer via ITsyndicaat. This is a Third Party Product.

1.2.32 Third Party Products:
All products and services provided by ITsyndicaat, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by ITsyndicaat.

1.2.33 Warranty:
As further described in clause 6.10.

1.3 Confirmation

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

1.4 Offers

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

1.4.2 Offers are based on the data, information or requirements made known by Customer as set out in clause 1.6.

1.4.3 All offers concerning Third Party Products are made under the condition that ITsyndicaat receives and does not lose the acquired rights of the supplier of the said Third Party Products.

1.5 Agreements

1.5.1 An agreement between ITsyndicaat 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 for which a periodic fee is charged such as but not limited to Maintenance and Support. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

1.5.2 Termination of the agreement as described in clause 1.5.1 occurs by means of a registered letter, which must be received by the other party no later than 90 (ninety) days prior to commencement of the extension date of the agreement.

1.5.3 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 fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.

1.5.4 ITsyndicaat has the right to 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 ITsyndicaat will be immediately due.

1.5.5 ITsyndicaat has the right to immediately terminate the agreement, wholly or partially, without being liable for damages or compensation regarding Customer:
a) if a supplier terminates the agreement;
b) the moment that ITsyndicaat loses the right to deliver the said Third Party Product, for whatever reason, such as but not limited to clause 1.4.3.

1.5.6 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.

1.6 Co-operation/Information Requirements For Customer

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

1.6.2 Customer shall provide all necessary cooperation to ITsyndicaat 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 and is responsible for the preparation and the proper delivery of this data. Customer is obligated to use the information carriers that comply with the specifications as indicated by ITsyndicaat. If ITsyndicaat does not issue any further specifications, Customer will provide the commonly used information carriers.

1.6.3 If Customer provides documents with the purpose to prove the existence or the extent of user rights, Customer is at all times responsible for the correctness and the validity of the contents of these documents.

1.6.4 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 ITsyndicaat has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and ITsyndicaat has the right to charge the costs incurred at its usual rates.

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

1.6.6 Customer is not entitled to make any improvements and/or other adjustments to the Product.

1.6.7 In the event ITsyndicaat 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.

1.7   Confidentiality/Non-competition

1.7.1 ITsyndicaat and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, 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.

1.7.2 ITsyndicaat is authorized, unless Customer indicates to have objections, to place the name and logo of Customer or Customer's clients who are given rights to the Products on the ITsyndicaat website and/or reference list and to make them available to third parties for information.

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

1.7.4 In the event that Customer breaches clause 1.7.3, Customer will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of ITsyndicaat to claim full compensation for damages incurred.

1.8   Liability

1.8.1 ITsyndicaat's total liability shall be limited, in accordance with clauses 1.8.2 and 1.8.3, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) to a maximum of € 250.000,- (two hundred and fifty thousand euros), whereby a sequence of events is regarded as one event.

1.8.2 If the agreement also includes an agreement over time with a term of more than 1 (one) year and ITsyndicaat'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 ITsyndicaat 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 € 250.000,- (two hundred and fifty thousand euros).

1.8.3 ITsyndicaat can insure itself against damage. ITsyndicaat 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 ITsyndicaat, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance that has been taken out, increased with ITsyndicaat's deductible (own risk), except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid).

1.8.4 ITsyndicaat does not accept any liability for the correctness of the contents of advice and/or reports that have been issued by ITsyndicaat or any other third party regarding activities concerning license and/or software management or the damage that occurs by decisions that are made because of this advice and/or these reports.

1.8.5 ITsyndicaat'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.

1.8.6 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.

1.8.7 ITsyndicaat's liability for indirect damage, including consequential damage, damage that has occurred due to decisions or lack of decisions made on the grounds of a report and/or an advice issued by ITsyndicaat, such as but not limited to reports and/or advice concerning license and/or software management, 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.

1.8.8 With the exception of the cases named in this clause 1.8, ITsyndicaat has no liability for damage compensation regardless of what an action towards compensation could be based upon.

1.8.9 ITsyndicaat's liability exists solely when Customer immediately and appropriately notifies ITsyndicaat of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and ITsyndicaat 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 ITsyndicaat is able to react adequately.

1.8.10 The condition for the existence of any right to compensation is always that Customer notifies ITsyndicaat 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.

1.8.11 Customer indemnifies ITsyndicaat 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 ITsyndicaat.

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

1.8.13 ITsyndicaat 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.

1.8.14 ITsyndicaat does not accept any liability for damages resulting from circumstances that occur on Third Party Infrastructure and/or Public Infrastructure.

1.9   Transfer

1.9.1 The agreement between ITsyndicaat 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 ITsyndicaat.

1.9.2 Customer gives ITsyndicaat 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 ITsyndicaat.
In the event this happens, ITsyndicaat will inform Customer.

1.10 Force Majeure

1.10.1 Neither party is obligated to fulfill 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 for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond ITsyndicaat's power as well as business risks of ITsyndicaat, these include but are not limited to failure to perform by a supplier of ITsyndicaat, such as but not limited to the Blenheim Group or License Dashboard, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and/or products delivered by a third party, Ddos attacks, hacking, cracking or any down time due to unlawful acts of third parties, the destruction, the damaging or incapacitation by whomever of any automated work or any telecom work, a hindrance in the functioning of such a work or the prevention of a security measure taken regarding such a work by whomever, bad weather conditions, fire, explosions, electricity failures, network failures, 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.

1.10.2 Circumstances that are beyond ITsyndicaat's power are also all, damaging or not, situations that occur on the Third Party or Public or Customer Infrastructure.

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

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

1.10.5 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.

1.11 Nullity

1.11.1 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.

1.11.2 In 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 in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.12 Applicable Law and Dispute Mechanism

1.12.1 All agreements made between ITsyndicaat 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.

1.12.2 Any dispute between parties arising under any agreement, 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.

1.12.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disputes will be placed before a qualified court in Midden-Nederland, venue Utrecht, The Netherlands.

1.12.4 Either party also may, without waiving any remedy under the agreement, seek from the qualified court in Midden-Nederland, venue Utrecht, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

1.12.5 The General Conditions ITsyndicaat are translated from the original Dutch version and the intention thereof is valid in any disagreement.

2. ITsyndicaat PRODUCTS

2.1 User Rights Software Programs

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

2.1.2 User rights are, unless agreed upon differently in writing, limited exclusively to own use of the Products 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 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 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 in any way, without the prior written approval from ITsyndicaat.

2.1.5 Customer is allowed to make one Back-up copy of the Products for safety purposes only, if a Back-up is not provided for by ITsyndicaat.

2.1.6 User rights on the Products cannot, unless agreed upon differently , be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).

2.1.7 Customer does not have the right, unless agreed upon differently in writing, to make the Products available, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies).

2.1.8 Reverse engineering or decompilation of the Products is

not permitted by Customer, unless such is explicitly permitted by law.

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

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

2.2 Verification

2.2.1 ITsyndicaat is entitled to incorporate technical limitations and control mechanisms in the Products 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 users, servers and/or workstations.

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

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 users, servers and/or workstations agreed upon, Customer will be obligated to immediately acquire the missing number of users, servers and/or workstations licenses. 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 users, servers and/or workstations.

2.3 Maintenance

2.3.1 ITsyndicaat offers Customer, depending on the ITsyndicaat Products delivered, the option of acquiring Maintenance.

2.3.2 Maintenance on the ITsyndicaat Products is based on a periodic Advance and further to be specified terms and conditions. Where these further to be specified terms and conditions do not deviate herefrom, clause 2.3 will be applicable.

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

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

2.3.5 ITsyndicaat is authorized to refuse the provision of Maintenance if the ITsyndicaat Products provided by ITsyndicaat or the environment in which the ITsyndicaat

Products operate are altered by Customer in any way or form.

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

2.3.7 ITsyndicaat has the right to, without explicit permission of Customer, to engage third parties in the execution of the Maintenance.

2.4 Advice

2.4.1 All Products that can be considered advice or which can be described as advice, such as but not limited to Support (clause 2.5), Feasibility Study (clause 6.1), etc., will only be given to the best of ITsyndicaat's knowledge and capability.

2.4.2 ITsyndicaat is not responsible and/or liable if the activities that follow 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 ITsyndicaat will provide advice on the basis of the conditions required by ITsyndicaat and information received from Customer as mentioned in clause 1.6. 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 (telephonic) and written (e-mail) advice concerning the use and operation of ITsyndicaat Products. Support is initially based on a periodic Advance. On the basis of this periodic Advance, Customer is entitled to 16 (sixteen) response hours per year. If the number of hours entitled to are exceeded, the applicable hourly rate will be charged.

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

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 ITsyndicaat Product to be developed. ITsyndicaat will carry out the ITsyndicaat 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 ITsyndicaat is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to ITsyndicaat 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 The development of custom work takes place according to the following primary phases:
a) Functional design phase.
b) Technical design phase.
c) Development of modules phase.

If Customer does not wish to follow the foregoing phases, this will be at the risk (and expense) of Customer.

2.6.5 Following contact between Customer and ITsyndicaat, a report may be provided to Customer. If Customer does not explicitly notify ITsyndicaat 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, ITsyndicaat may require the Customer to immediately approve or disapprove of the report.

2.6.6 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.

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

2.7 Additional Work

2.7.1 If, in the opinion of ITsyndicaat, a change request by Customer is in fact a request for additional work, ITsyndicaat 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 ITsyndicaat will only install and/or implement the Products 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 ITsyndicaat 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 ITsyndicaat 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 on time to the extent possible. Upon Customer's request, ITsyndicaat 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 ITsyndicaat to make Back-ups) or if it is agreed upon that ITsyndicaat will provide partially or entirely for the provision of Back-ups, ITsyndicaat will make the Back-ups. Under no circumstance shall ITsyndicaat be liable for these Back-ups for so far as but not limited to the complete or partial loss of these Back-ups and/or errors in the Back-ups.

2.10 Activities

2.10.1 Any activities, Maintenance, Support, services regarding license and software management and other services will take place without interruption on Business Days and under normal working conditions.

2.10.2 If the activities, such as with regards to license and software management, consist of the issuing of a report or advice, than this report or advice is at all times based on data that have been provided by Customer, and ITsyndicaat is therefore in no circumstances liable or responsible for the completeness and the correctness of the provided and processed data in the report or advice.

2.10.3 The activities will be executed at all times on a best efforts basis, unless ITsyndicaat expressly and in writing has agreed to a commitment to results. In that event the result that needs to be achieved needs to be defined expressly, in writing and sufficiently correctly. If on the account of the activities regarding license and/or software management a report is issued, ITsyndicaat will strive to give an account that is as complete and as correct as possible of the licenses and/or software within the organization of Customer. As the outcome is also dependent of the efforts of Customer, ITsyndicaat cannot accept any responsibility or liability regarding the completeness or correctness of the outcome and can also not accept liability for the decisions of Customers made on the grounds of the outcome.

2.10.4 If for the execution of the activities (also) staff of Customer or persons associated with Customer are deployed, Customer will be at all times responsible for the authority of these persons to make statements and to execute tasks for which they are deployed or for which in all reasonability can be assumed that they will be deployed. Customer is also at all times responsible for the employment terms and conditions of these persons and should comply with the conditions issued by ITsyndicaat.

2.10.5 If an advisory committee is instated by ITsyndicaat and Customer, in which persons will participate that are associated with Customer, ITsyndicaat will only be bound by decisions of this committee if these are accepted in writing by ITsyndicaat. The persons that are part of the committee in name of Customer are at all times authorized to execute the activities related to this committee and to make binding decisions for Customer. Customer warrants at all times that persons in this committee have sufficient knowledge and experience regarding the organization of Customer to take part in this committee.

2.10.6 The burden of proof regarding a default of ITsyndicaat in the execution of every assignment given, the non-compliance to agreed upon conditions, whether in writing or not, or the neglect in reasonableness to act as a careful and accurate contractor, will at all times reside with Customer. ITsyndicaat is entitled to give proof of the contrary with all means possible.

2.10.7 ITsyndicaat will inform Customer in a further to be indicated manner on the progress of the activities. If these activities of ITsyndicaat result in a report, Customer will not make public this report and the contents thereof nor will Customer make any statements on the report or the

contents thereof without prior approval of ITsyndicaat.

2.10.8 If Customers choses to engage ITsyndicaat for the performance of activities for which Customers has entered into an agreement with a third party, these activities will at all times be executed for the account and responsibility of Customer. Customer will at all times remain liable for the obligations that Customer has towards these third parties and ITsyndicaat will under no circumstances accept liability for a claim, based on whichever ground, made by this third party.

2.10.9 For every continuous period within which ITsyndicaat performs activities for less than 3 (three) hours at a location other than ITsyndicaat's place of business, ITsyndicaat 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.

2.10.10 Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Business Days. The applicable rate will be increased with 100% for overtime on weekends and public holidays.

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

2.10.12 ITsyndicaat will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. ITsyndicaat 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.

2.10.13 ITsyndicaat 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 The SAAS-service will only take place at a location approved by ITsyndicaat and on the equipment approved by ITsyndicaat.

3.1.2 Customer does not have the right with the possibility to make enhancements, additions and/or changes or have these made in the SAAS-service. If this possibility is offered by ITsyndicaat, 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 the SAAS-service, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by ITsyndicaat 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 ITsyndicaat to provide access to the SAAS-service and the use of such may be

postponed by ITsyndicaat.

3.1.4 Customer will enable ITsyndicaat 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, ITsyndicaat 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 ITsyndicaat regarding the SAAS-service.

3.1.7 ITsyndicaat is entitled to view log files and the like for purposes of analyzing the use of the SAAS-service. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of ITsyndicaat). This does not apply to figures and data with regard to the use of the SAAS-service, 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 ITsyndicaat. After Customer has notified ITsyndicaat of the malfunction, ITsyndicaat will take the necessary steps, which will or could lead to a solution.

3.1.9 The costs for resolving the 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 ITsyndicaat will inform Customer prior to the commencement of intended Maintenance with regard to the SAAS-service, if Maintenance will lead to problems with regard to gaining access to the SAAS-service or the non-availability of the SAAS-service.

3.2 Responsibilities ITsyndicaat SAAS-service

3.2.1 ITsyndicaat shall ensure the provision of the SAAS-service. ITsyndicaat will on a best effort basis and where influential by ITsyndicaat strive for a further to be indicated availability of the SAAS-service.

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

3.2.4 ITsyndicaat 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 ITsyndicaat will strive to provide all useful and necessary measures to ensure adequate operability and continuity of the SAAS-service. ITsyndicaat makes use of the most recent and used virus protection programs in the market.

3.2.6 ITsyndicaat will strive, in accordance with 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 ITsyndicaat and/or stored Process-data, in light of the provisions provided for under the agreement.

3.3 Access to Hosting Services

3.3.1 Customer can access the Hosting Services through a browser or Remote Desktop Protocol Client. The browsers

for which the Hosting Services have been optimized at the moment of entering into the agreement will be made know by ITsyndicaat.

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

3.3.3 In the event that the situation as described in clause 3.3.2 takes place, ITsyndicaat will use all reasonable endeavors 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 ITsyndicaat will make Identification Codes solely available, unless otherwise agreed upon, to Customer for the use of Products. Customer will use these Identification Codes with care. Customer will notify ITsyndicaat 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 ITsyndicaat be liable for the misuse and/or unauthorized use of Identification Codes.

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

3.4.4 If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.4.3, Customer will be immediately in default.

3.5 Changes in the SAAS-service

3.5.1 ITsyndicaat is entitled, after a reasonable notification period and without any compensation to Customer, to make adjustments to and/or changes in the SAAS-service 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 the SAAS-service.

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

3.6 Data Traffic From Customer

3.6.1 ITsyndicaat does not control or have any insight in the data traffic from and/or to Customer. ITsyndicaat is merely a passive conduit. ITsyndicaat 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 ITsyndicaat 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 ITsyndicaat, 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, under no circumstances, be preserved. ITsyndicaat is under no circumstances responsible for this and Customer bears the responsibility to preserve and/or save Process-data.

3.6.6 ITsyndicaat will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. ITsyndicaat 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 In the event the SAAS-service includes amongst others the hosting of a website for and/or on behalf of Customer, Customer must have a domain name provided and registered by an authorized organization in accordance with the Third Party General Conditions as maintained by this organization. Customer indemnifies and will keep ITsyndicaat free from any damage compensation regarding any claim, accusation or court procedure with regard to the domain name and the use thereof on behalf of and/or by Customer.

3.7.2 If, through use of the SAAS-service, privacy information and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify ITsyndicaat from all liability, costs or damage as a result of claims from a third party in the event privacy information 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.

3.7.3 Customer will immediately inform ITsyndicaat in writing regarding changes that are relevant for the proper execution of the SAAS-service.

3.7.4 Customer will follow the instructions given by ITsyndicaat regarding Fair Use. If Customer fails to follow the instructions given by ITsyndicaat, ITsyndicaat will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of the SAAS-service to Customer. ITsyndicaat 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 ITsyndicaat or by a third party on behalf of ITsyndicaat.

3.8 Privacy Information

3.8.1 Customer is 'the responsible' in terms of the Dutch Personal Data Protection Act (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 ITsyndicaat on behalf of Customer. Customer ensures herewith that he will obligate all parties contracted by him to abide by the following provisions and all obligations that flow from the Personal Data Protection Act and the Telecommunication Act (Wet bescherming persoonsgegevens en de Telecommunicatiewet).

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

3.8.3 Customer is at all times responsible for, be it via a third party or not, for acquiring the permission that stems from the provisions of the Telecommunication Act and the Personal Data Protection Act. Customer is obligated to inform the natural person of whom he processes personal data or has this processed by ITsyndicaat on the existing legal rights and to enable these persons to object to this processing of data and to put into effect these objections .

3.8.4 Customer is at all times responsible to immediately make a report, all be it legally obligated or not, regarding but not limited to, a report concerning an (impeding) infringement on the security measures for protection of personal data to the authorised authorities as well as to ITsyndicaat.

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

3.8.6 Contrary to article 3.9.1 ITsyndicaat will be responsible as 'processor' in terms of the Dutch Personal Data Protection Act (Wet Bescherming persoonsgegevens) for the protection of personal data of which the use by ITsyndicaat is necessary for the proper fulfilment of its obligations under the agreement and ITsyndicaat will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of ITsyndicaat or the third party engaged by ITsyndicaat. ITsyndicaat as 'processor' shall comply with all relevant obligations under the Personal Data Protection Act.

3.9 Code of Conduct

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

a) damage in the system of ITsyndicaat 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 the SAAS-service 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) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;

f) distribution or making available to third parties in any other manner of obscene, insulting and tormenting material and/or other material of similar nature;

g) threats;

h) storage and distribution of viruses, worms and/or other destructive activities;

i) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or ITsyndicaat and/or the performance or non-performance of any other act that makes hacking possible.

3.9.4 ITsyndicaat reserves the right, at ITsyndicaat's sole discretion, if forced by law or a court order; and/or a third party informs ITsyndicaat and/or a suspicion exists that through the SAAS-service a violation is made of the rights of a third party; there is a breach of the General Conditions ITsyndicaat and/or the agreement and the resulting obligations in question have not been met wholly or partially, to bar access to the SAAS-service 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 ITsyndicaat 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 ITsyndicaat on the basis of clause 3.9.4. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of ITsyndicaat 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 ITsyndicaat, as set out in clause 3.9.4, ITsyndicaat will be entitled in accordance with clause 1.5.3 to terminate the agreement, without any damage compensation or restitution of monies paid being required.

3.9.7 If services on Third Party Infrastructure rendered chapter 5 of the General Conditions is applicable as well as the provisions, such as but not limited to availability from Third Party General Conditions.

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 ITsyndicaat 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. ITsyndicaat has the right to charge costs made such as rent for office space, Course materials, etc.

4.2 Cancellations

4.2.1 ITsyndicaat 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, after which 50% of the indebted Course fee will be charged. ITsyndicaat will be entitled to charge 100% of the indebted amount for cancellations made within 1 (one) week or after commencement of the Course.

4.3 Execution

4.3.1 ITsyndicaat 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 canceled due to special circumstances. In such an event ITsyndicaat 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 Private Courses are Courses provided exclusively for Customer in which only Customer participates. Private Courses can be provided at either the location of Customer or ITsyndicaat.

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, ITsyndicaat 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 1.6.7.

4.5 Refusal Participants

4.5.1 ITsyndicaat 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 ITsyndicaat.

5. THIRD PARTY PRODUCTS

5.1 Third Party Products

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

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

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

5.1.4 Maintenance, Support or another service can be carried out by ITsyndicaat on delivered Third Party Products, under a maximum of the same conditions that are set out in the Third Party General Conditions.

5.1.5 With regard to Third Party Products delivered, ITsyndicaat can chose to provide:
a) service under, at most, the same conditions as provided for in the Third Party General Conditions;
b) the warranty under the same terms and conditions as indicated in the Third Party General Conditions.

5.1.6 Repair on Third Party Products:
a) Under no circumstances will Third Party Products be replaced unless Customer makes an explicit request and pays all connected costs as an Advance.
b) Operational costs will be applicable on all repairs. In the event that repairs take place outside of ITsyndicaat's office, compensation for travel and waiting time and other related costs will be charged.

5.2 Third Party General Conditions

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

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

5.2.3 Customer is obligated to provide the Third Party General Conditions, where applicable, to its contracting parties for the sake of transparency.

6. DELIVERY

6.1 Feasibility Study

6.1.1 A Feasibility Study is an investigation which can be carried out by ITsyndicaat 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, ITsyndicaat will provide a positive or negative delivery advice regarding the feasibility of the assignment. A positive delivery advice usually implies that ITsyndicaat will then carry on with the delivery. A negative delivery advice implies that ITsyndicaat 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 ITsyndicaat are determined to the best of ITsyndicaat's knowledge on the basis of information made known to ITsyndicaat 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 ITsyndicaat shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then ITsyndicaat 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 ITsyndicaat. ITsyndicaat does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

6.3 Reservations

6.3.1 ITsyndicaat shall commence execution of the agreement between ITsyndicaat and Customer only after a signed copy of the agreement drawn up by ITsyndicaat has been received by ITsyndicaat and/or having received timely payment of all amounts due in full. Should ITsyndicaat 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, ITsyndicaat 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 ITsyndicaat at Customer's expense within one week of receiving the instruction from ITsyndicaat 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 ITsyndicaat, this will be done on behalf of ITsyndicaat and Customer will keep the new product for ITsyndicaat until all amounts due on the basis of the agreement have been paid on time and in full. ITsyndicaat 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 ITsyndicaat 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 ITsyndicaat to make a delivery.

6.5 Evaluation Period

6.5.1 ITsyndicaat may, at ITsyndicaat's sole discretion, grant Customer an evaluation period for the Products. An evaluation period is only applicable, if such is confirmed by ITsyndicaat in writing.

6.5.2 Unless agreed upon otherwise, the evaluation period will have a duration of 30 (thirty) days commencing upon delivery.

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

6.5.4 In the event Customer does not want to acquire the Products, Customer must see to it that the:
a) Products are removed from the systems on which they have been installed;
b) Back-ups and/or all other possible copies of the Products are deleted/destroyed; and
c) Products are in the possession of ITsyndicaat within 7 (seven) days after the end of the evaluation period. Customer bares the costs and the risk for (a timely) return of the Products to ITsyndicaat.

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

6.5.6 Data generated by Customer during the evaluation 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. ITsyndicaat does not have any obligations with regard to the aforementioned data during the evaluation period or thereafter.

6.6 Delivery, Installation and Acceptance Procedure

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

6.6.2 Delivery of the Products takes place when they are made available to Customer at ITsyndicaat's warehouse. The costs for transport and possible insurance are for the account of Customer. The manner in which transport takes place is determined by ITsyndicaat and insurance of the Products by ITsyndicaat will not take place unless agreed upon otherwise in writing.

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

6.6.4 Only if installation is carried out by ITsyndicaat is an acceptance period 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 for production and/or operational purposes.

6.6.5 The Products 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 ITsyndicaat, 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 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 shall be considered as accepted if Customer uses the Products in any manner for productive or operational purposes before the moment of acceptance. The Products 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 contain Errors, as described in clause 6.8, which hinder the progress of the acceptance test, Customer shall inform ITsyndicaat 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 fulfill the functional specifications set down in writing by ITsyndicaat and, in cases of developing custom work ITsyndicaat 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 ITsyndicaat.

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

6.8.3 The repair of Errors shall take place at the location to be determined by ITsyndicaat. ITsyndicaat 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 ITsyndicaat 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, ITsyndicaat will be entitled to replace this person with another person with the same qualifications.

6.10 Warranty

6.10.1 For a period of 90 (ninety) days (Warranty period), commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), ITsyndicaat shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to ITsyndicaat within the Warranty period. ITsyndicaat, at ITsyndicaat's sole discretion, is entitled at its expense to repair, modify or replace the Products.

6.10.2 ITsyndicaat 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 ITsyndicaat 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. ITsyndicaat 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 ITsyndicaat, as required in clause 2.1.4.

6.10.4 After termination of the Warranty period, ITsyndicaat 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 and will in no circumstances run longer in time than the Warranty period that ITsyndicaat has agreed upon with Customer.

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 ITsyndicaat 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, unless otherwise agreed upon, within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation nor deduction.

7.1.3 Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. ITsyndicaat 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, ITsyndicaat 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 ITsyndicaat is unable to make a delivery in time due to Customer, ITsyndicaat will have the right to charge a 1,5% interest reimbursement on a monthly basis over the

7.1.6 Compensation for Maintenance, Support and any other annual or periodic amounts are due as an Advance at the moment of realization of the agreement between the parties and shall be billed to Customer, appropriately itemized, prior to each year or other period that the agreement between parties continues.

7.1.7 The indebted amount 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 ITsyndicaat's office. In the event that activities need to take place outside of ITsyndicaat'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 travel and waiting time compensation amounts to 50% of the current hourly rate. The means of transportation will be determined by ITsyndicaat. The foregoing is also applicable on services provided outside of The Netherlands.

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

7.2 Price Changes

7.2.1 The Prices agreed to between ITsyndicaat 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 closing the agreement. ITsyndicaat is authorized, in case of changes to one or more of the cost items (for instance Third Party Products) 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 ITsyndicaat 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 ITsyndicaat 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 ITsyndicaat can appeal to clause 1.6.5 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 ITsyndicaat 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 ITsyndicaat has the right to charge payments in Advance. If full payment of the Advance is not made, ITsyndicaat 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.

7.6 Payment schedule

7.6.1 Unless agreed upon otherwise, the following payment schedule will apply to Customer:
a) First term, 30% of the amount due will be paid as an Advance;
b) Second term, 40% of the amount due will be paid in equal parts on a monthly basis between the moment of entering into the agreement and the expected delivery date of the Product;
c) Third term, 30% or the remainder of the amount due will be paid immediately after acceptance.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Rights of Customer and ITsyndicaat

8.1.1 ITsyndicaat has the exclusive right to further develop the ITsyndicaat 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 ITsyndicaat, 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 ITsyndicaat.

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 ITsyndicaat.

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 ITsyndicaat has these rights.

8.1.6 Customer is under no circumstances allowed to make adjustments to the Products. In the event that ITsyndicaat, Customer or a third party, in contravention hereof, 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 ITsyndicaat or the rightful third party. If the above mentioned rights do not belong to ITsyndicaat or the rightful third party, Customer will cooperate in transferring the above mentioned rights to ITsyndicaat 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 ITsyndicaat. 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 ITsyndicaat shall protect Customer from any allegation to the effect that the ITsyndicaat Products violate a copyright valid in The Netherlands. ITsyndicaat shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

a) notifies ITsyndicaat 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) gives the case completely over to ITsyndicaat, including all negotiations and arrangements that might lead to a settlement.

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

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

a) such is based on the fact that the Third Party Products 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 ITsyndicaat and Customer agree that the intellectual property rights, industrial property rights or any other rights of a ITsyndicaat Product, or a part thereof, will be transferred to Customer, Customer will indemnify ITsyndicaat 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.