

GENERAL TERMS AND CONDITIONS OF Outtask

Document number: 20230102-OUTTASK-eng-01

These general terms and conditions have been deposited at the court registry of the District Court in Utrecht under the name 'GENERAL TERMS AND CONDITIONS OF Outtask'.

Article 1 Definitions

In these general terms and conditions (the 'General Terms and Conditions'), the following terms have the meanings given below:

- 1.1 Equipment: the equipment or peripheral equipment supplied by Outtask to the Client pursuant to an Agreement.
- 1.2 Outtask: Outtask International B.V. (KvK-nr 70715556), Outtask B.V. (KvK-nr 65506286), Outtask Nearshore B.V. (KvK-nr 34325519), Outtask Zuid-Holland B.V. (KvK-nr 52827763) or its legal successor(s) or its subsidiaries.
- 1.3 Services: the services provided by Outtask as agreed in the relevant Agreement.
- 1.4 Documentation: all the information, manuals and instructions relating to the Software that Outtask makes available to the Client.
- 1.5 Implementation: the installation of the Software on the Equipment and where applicable the Custom Software on the Equipment in accordance with the Procurement Plan.
- 1.6 Office Hours: Monday to Friday from 9.00 am to 5.00 pm (excluding Saturdays, Sundays, national holidays and days on which Outtask has announced it will be closed).
- 1.7 Client: Outtask's client.
- 1.8 Custom Software: customisations of the Software, specifically developed by Outtask for the Client.
- 1.9 Software: the software and associated Documentation to be provided to the Client by Outtask pursuant to an Agreement.
- 1.10 Agreement(s): agreement or agreements concluded between the Client and Outtask to which these General Terms and Conditions have been declared applicable.
- 1.11 Party or Parties: Outtask and the Client, individually or jointly.
- 1.12 Procurement Plan: the document that describes all the activities of the Parties relating to the Implementation.
- 1.13 Update: new version of the Software.

Article 2: Applicability of these General Terms and Conditions

- 2.1 These General Terms and Conditions form part of any and all Agreements and any and all transactions, legally binding or otherwise, between Outtask and the Client, even if these transactions, legally binding or otherwise, do not result in an Agreement or are not related to an Agreement. These General Terms and Conditions are deemed to be known to both Parties when this Agreement is concluded.

- 2.2 Price lists, brochures, catalogues, leaflets, quotations and other information provided by Outtask are without obligation, unless explicitly agreed otherwise.
- 2.3 The supply of Equipment, Software, Custom Software or the performance of Services by Outtask with the consent of the Client shall constitute acceptance by the Client of an Agreement with appendices.
- 2.4 Additional Agreements or amendments to an Agreement and verbal and non-verbal Agreements and/or commitments made by or on behalf of Outtask's personnel only bind Outtask if they are recorded and confirmed in writing by Outtask's management.
- 2.5 Unless explicitly stipulated otherwise, all notices relating to amendments or supplements to or termination of an Agreement shall be sent by registered post by one Party to the other Party, failing which the notice will be deemed not to have been sent.
- 2.6 Unless explicitly agreed otherwise, the applicability of any purchase or other conditions of the Client is excluded.
- 2.7 If a Party fails to exercise a right arising from an Agreement or postpones the exercise of such right, this will not be regarded as a waiver of such right, nor will it prejudice any other right of that Party under such Agreement.
- 2.8 If any provision of these General Terms and Conditions is or becomes null and void, the remaining provisions of these General Terms and Conditions shall remain in full force and effect and the Parties will conduct consultations in order to agree new provisions to replace the void or annulled provisions, whereby the purpose and purport of the void or annulled provision will be observed to the greatest extent possible.
- 2.9 Outtask is at all times authorised to amend these General Terms and Conditions. Amendments shall come into effect three (3) months after they have been announced. If the Client does not agree to the changes regarding fees, the Client will be authorised to terminate the Agreement in writing in derogation from Article 17, up to the effective date of the changes, unless the fee change accords with the options to adjust fees as stipulated in the Agreement.
- 2.10 This document is a translation of the Dutch version (document no. 130218 pGR-01). In the event of accidental translation errors, causing an inconsistency between this English translation and the Dutch version, the Dutch version shall prevail.

Article 3 Communication

- 3.1 Any communication between Outtask and the Client may also take place electronically, except to the extent that this is stipulated otherwise in these General Terms and Conditions and/or an Agreement.
- 3.2 The version of the communication concerned, received and/or saved by Outtask, constitutes evidence thereof, subject to proof to the contrary submitted by the Client.
- 3.3 Electronic communication is deemed to have been received on the day of dispatch, unless the contrary is proved by the receiver of the communication concerned.

Article 4 Establishment of the Agreement

- 4.1 Outtask's communication with regard to the delivery of Equipment, Software, Custom Software and the performance of Services constitutes an invitation to make an offer. Unless a separate written Agreement is concluded, an Agreement is formed by Outtask confirming the Client's order or assignment.
- 4.2 Outtask's confirmation of the Client's order or assignment may take place electronically or, if agreed, in writing.
- 4.3 The Agreement concluded between the Client and Outtask and the rights and obligations arising therefrom cannot be transferred by the Client to a third party without Outtask's prior written permission. The Client hereby grants Outtask the right, in advance and without the need for the Client's explicit permission, to transfer or assign and/or pledge the entire Agreement or parts thereof to a third party.

Article 5 Delivery of Software, Custom Software and the performance of Services

- 5.1 The supplied Software, Custom Software and the performed Services shall, except if there is a written acceptance procedure, be deemed to have been accepted if Outtask has not received a notice to the contrary within five (5) days after delivery of the Software, Custom Software or completion of the Services reporting, electronically or in writing, any defects or faults in the Software, Custom Software or the results of the Services. If notification is not reasonably possible within the period referred to above, then the period from when the defect or fault was detected or could have been detected by the Client shall apply. Acceptance shall never be refused on the grounds of errors that do not reasonably prevent the operational or productive use of the Software, Custom Software or the results of the Services.
- 5.2 Outtask shall, to the best of its ability and knowledge, endeavour to Outtask the Services with due care and in compliance with the arrangements and procedures laid down in writing in advance.
- 5.3 Declared delivery times, in whatever form, are indicative and never constitute deadlines. A failure or risk of failure to meet the delivery times referred to above shall never cause Outtask to be in default and shall not create any obligation to pay compensation nor will it give rise to any other rights as referred to in Article 6:80 ff. of the Dutch Civil Code.
- 5.4 If the agreed Services are to take place in steps or phases, Outtask shall be authorised to postpone or suspend the work on the next step or phase until the Client has approved the results of the previous step(s) or phase(s) in writing. If it transpires during the performance of the Agreement that it is necessary to modify, further specify or supplement the tasks to be carried out in order for it to be performed properly, the Parties shall do so in good time and in mutual consultation. Amended or supplemented activities will, in so far as such activities fall outside the scope of the already agreed performance, be paid for by the Client in accordance with Outtask's then applicable rates and prices. In the absence of an unequivocal commitment, Outtask's administration shall constitute evidence, as required, of the substantive scope of amendments, additions or specifications.
- 5.5 The Client accepts that if the Parties agree that the Software or Custom Software or the Services to be provided are subject to change or extension, this may affect the delivery time or the completion time. Outtask will inform the Client thereof as soon as possible.
- 5.6 Outtask is at all times free to outsource all or part of the agreed Services to third parties or purchase them from third parties. To the extent that sensitive personal information is involved, Outtask will request the Client for written consent, which consent shall not be unreasonably withheld. Aside from this, Outtask will remain responsible for the quality of the Services to be provided, unless the third party

has manifestly stated a quality of its own to the Client and the Client has explicitly agreed to the engagement of the third party. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded.

Article 6 Implementation

- 6.1 If Outtask and the Client have agreed that Outtask will carry out Implementation for the Client, the provisions of this article shall apply. In the Procurement Plan, the Parties will specify in writing the manner in which and for what fee Implementation will be carried out.
- 6.2 Implementation will, in principle, be uninterrupted and with the maximum deployment of the employees of the Parties. Implementation will take place within the agreed period within Office Hours.

Article 7 Development of Custom Software

- 7.1 If Outtask and the Client have agreed that Outtask will develop Custom Software for the Client, the provisions of this article shall apply. The Parties will, in mutual consultation, specify which Custom Software will be developed and how the development of the Custom Software will take place.
- 7.2 Development of Custom Software takes place on the basis of written specifications drawn up by the Client and based on data and information supplied to Outtask by the Client. Outtask will develop Custom Software with due care on the basis of the data to be supplied by the Client.
- 7.3 Outtask is authorised, but not obliged, to examine the correctness, completeness or consistency of the data, specifications or designs made available to it and, in the event of imperfections, suspend the performance of the agreed activities until the imperfections have been corrected by the Client.
- 7.4 If and in so far as this has been agreed in writing between the Parties, the Client is entitled to test the Custom Software, or to have it tested, after it has been delivered ready for use, during a period to be agreed in mutual consultation. Unless agreed otherwise in writing, the test will consist of the performance of a number of test cases compiled by the Client, which the Client shall Outtask for the test at least three weeks prior to the delivery ready for use and in a form understandable to and usable for Outtask.
- 7.5 Notwithstanding Article 12 of the General Terms and Conditions, if it transpires during the performance of a test that the Custom Software being tested has defects and fails to meet the specifications laid down in writing in advance, the Client shall notify Outtask of this issue immediately and in writing following the completion of the test period in as much detail as possible, whereupon Outtask will repair the defects referred to within a reasonable period of time. Such repair will only be free of charge if a fixed price has been agreed for the development of Custom Software. If that is not the case, the repair costs will be charged to the Client at the rates in force at that time.
- 7.6 Outtask does not guarantee that Custom Software will work under all circumstances without interruption or without defects or that all defects will be repaired or improved. If a warranty period has been agreed, Outtask will, to the best of its ability, endeavour to repair any defects if the delivered Software fails to meet the specifications laid down in writing in advance. If a test as referred to in Article 7 paragraphs 4 and 5 of the General Terms and Conditions has been agreed and has been conducted after acceptance, no warranty will be granted by Outtask for the Custom Software.
- 7.7 Outtask is at all times authorised to use, apply and further develop, and have others use, apply and/or further develop Custom Software developed by, on behalf of, or on the instructions of Outtask. Outtask may use the name of the Client and the Software developed for the Client, including websites, for its own publicity and/or promotion purposes.

- 7.8 If the Parties have not agreed anything further to this effect, the Client will acquire a non-exclusive, non-transferable right to use the Custom Software as provided in Article 14 of the General Terms and Conditions for the period of the Agreement.
- 7.9 Source codes for Custom Software will not be made available to Client, unless explicitly agreed in writing by the Parties.

Article 8 Supply of Equipment

- 8.1 Unless agreed otherwise, Equipment will be delivered to the Client's premises.
- 8.2 The Equipment is at the risk of the Client from the time of delivery, even if ownership of it has not yet been transferred.
- 8.3 Outtask will not be liable if the delivery cannot take place due to unforeseen circumstances, including delay or breach of contract by a supplier. Outtask will inform the Client thereof as soon as possible.
- 8.4 If this has been agreed in writing, Outtask will install the Equipment or have it installed. In all cases, the Client will Outtask all the necessary facilities such as cabling and telecommunication facilities prior to the delivery of the Equipment.
- 8.5 A three-month warranty against material and manufacturing defects is issued for Equipment supplied by or on behalf of Outtask. This warranty means that Outtask will resolve errors to the best of its ability and at its own expense. All replaced parts will become the property of Outtask. The warranty shall not apply if the defects are caused wholly or partially by incorrect, careless or improper use, external causes, such as fire or water damage, or if the Equipment has been maintained or modified by anyone other than Outtask. Any repair outside the warranty period will be charged by Outtask at the usual rates.
- 8.6 In derogation from Article 8.4 of the General Terms and Conditions, Equipment purchased by Outtask from a supplier shall only be covered by the warranty of the supplier concerned. Outtask will inform the Client of the applicable provisions immediately upon request.
- 8.7 The Client must purchase the Equipment agreed pursuant to an Agreement. If the Client refuses to purchase the Equipment or fails to Outtask information or instructions to effect delivery, the Equipment may be stored by Outtask at the Client's risk and expense.

Article 9 Retention of title

- 9.1 Goods supplied by Outtask to the Client (also including Equipment) shall remain the property of Outtask until the Client has paid all claims Outtask has against the Client which constitute consideration for the goods delivered or to be delivered under an Agreement, the Services performed or to be performed for the Client pursuant to such Agreement, as well as any and all claims Outtask has against the Client for any failure to comply with such Agreements.
- 9.2 Goods delivered by Outtask which, pursuant to the previous paragraph, are subject to the retention of title, may only be resold or processed in the normal course of business. The Client is not entitled to grant a pledge or create any other right on the goods subject to retention of title by Outtask.
- 9.3 If the Client fails to fulfil its obligations or there is a well-founded fear that the Client will not fulfil them, Outtask will be authorised to remove the delivered goods which are subject to the retention of title from the customer or third parties who hold these goods on behalf of the Client, or to have them removed. The Client is required to fully cooperate with this.

- 9.4 If third parties wish to establish or enforce any right in respect of goods supplied which are subject to retention of title, the Client shall inform Outtask thereof forthwith.
- 9.5 The Client shall, immediately upon Outtask's request:
- i. insure the delivered goods that are subject to retention of title against fire, explosion, water damage and theft and keep these goods so insured and submit the insurance policy to Outtask for inspection;
 - ii. pledge all claims the Client has against insurers with regard to the goods subject to the retention of title to Outtask in the manner described in Article 3:239 of the Dutch Civil Code;
 - iii. pledge claims the Client has against its customers when reselling goods delivered by Outtask subject to the retention of title to Outtask in the manner described in Article 3:239 of the Dutch Civil Code;
 - iv. mark goods delivered under retention of title as Outtask's property;
 - v. cooperate in any other way with all reasonable measures which Outtask seeks to take to protect its ownership rights relating to the goods and which do not unreasonably obstruct the Client's normal course of business.

Article 10 The Client's obligations

- 10.1 The Client shall supply all reasonably desired information, facilities and assistance to Outtask. If this obligation is not fulfilled, or not fulfilled completely or in good time, the delivery time will be extended by the period during which this obligation is not fulfilled, without altering the Client's payment obligation(s) in any way. Data, text, images, sound and other materials shall be supplied in the form and within the periods specified by Outtask.
- 10.2 The Client shall ensure proper accessibility of the physical address, e-mail address and telephone number(s) specified at the time of concluding the Agreement. Outtask is authorised to conduct all communication by e-mail. Notifications from the Client only have legal consequences if they have been physically delivered to Outtask's address.
- 10.3 The Client shall only use the means provided by Outtask and managed or held by the Client (including at any rate the Software and/or Custom Software or access to these) for the purposes for which they were intended by Outtask. In the event of doubts about use, the Client shall consult Outtask to obtain clarity in this respect.
- 10.4 The Client shall give Outtask access to the Client's sites during Office Hours, if and to the extent required for compliance with the provisions of an Agreement. Outtask will observe the internal rules of the Client's company which the Client has made available to Outtask. To the extent necessary for the Services, Outtask shall also be given access to the Client's sites outside of office hours, but only on condition that Outtask is accompanied by a designated employee of the Client.
- 10.5 If the performance of an Agreement leads to an obligation to pay licence fees to third parties, this obligation fully rests with the Client. Outtask is never under any obligation to keep records of or fulfil such obligations, except to the extent that this is explicitly stated in the Agreement. In that case, Outtask's records will be binding for determining the amount of the fees and Outtask will at all times be authorised to exercise reasonable control of the use of the licensed item.

Article 11 Rates, invoicing and payment

- 11.1 The Client owes Outtask fees for the supply of Equipment, Software and/or Custom Software or for the performance of Services. Except after consultation with and with the consent of the Client, the invoices submitted by Outtask may not exceed the amounts stated in the Agreement, order confirmation or the accepted offer.

- 11.2 If a fixed price has been agreed for the supply of Equipment, Software and Custom Software or for the performance of Services, Outtask will inform the Client in advance of any possible consequences for the agreed price of any agreed modification or extension to the delivery of Equipment, Software or Custom Software or the performance of Services referred to in Article 5, paragraph 5 of the General Terms and Conditions.
- 11.3 Each partial delivery, including the delivery of components of a composite assignment or an assignment to be performed in phases, may be charged to the Client. Payments or partial payments made by or on behalf of the Client will be regarded by Outtask as discharge of the assignment or partial assignment.
- 11.4 Outtask's rates and prices are in euros and exclude VAT, sales tax, import duties, other taxes, levies and duties, and/or shipping, unless explicitly stated otherwise. The costs of assembly, installation, Implementation and commissioning, supervision, instruction and related travel and accommodation expenses are charged in accordance with Outtask's price list.
- 11.5 Outtask is entitled to annually increase the rates in accordance with the rise of the CBS Services Price Index (DPI) as published by the Central Bureau of Statistics.
- 11.6 If the Client has a periodic payment obligation, Outtask is entitled to a period of three (3) months to adjust the applicable prices and rates. If the Client does not agree to such adjustment, the Client will be authorised to terminate the Agreement within thirty (30) days after notification of the adjustment, as at the date on which the adjustment would come into effect.
- 11.7 The Parties will record the date or dates on which Outtask is to charge the fee for the agreed performance to the Client in the Agreement. The Client shall pay the invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific arrangement, Outtask will invoice in advance, in a manner to be determined by Outtask. If the Client has not paid an invoice on the due date stated on the invoice, the Client will be in default by operation of law without any notice of default being required.
- 11.8 All of Outtask's claims against the Client shall furthermore be immediately due and payable in the following cases:
- 11.8.1 If any of Outtask's claims against the Client is not paid in full and in a timely manner.
- 11.8.2 If, after the Agreement is concluded, circumstances come to Outtask's knowledge that give Outtask well-founded reasons to fear that the Client will not fulfil its obligations.
- 11.8.3 If, when the Agreement was signed, Outtask asked the Client to Outtask security for the performance and such security is not provided or is insufficient.
- 11.8.4 If the Client has or will have an enforceable claim against Outtask, up to the amount of the claim.
- 11.9 In the cases referred to in Article 11.8 of the General Terms and Conditions, Outtask is entitled to suspend further performance of the Agreement or to terminate the Agreement, without prejudice to its right to claim compensation.
- 11.10 Amounts paid in advance or other prepaid Services are not eligible for a refund, except if termination of the Agreement is solely attributable to Outtask.
- 11.11 If the Client fails to pay the invoices in good time, Outtask will be authorised to charge statutory interest from the date on which the payment period expired. Any interest due will be added to the principal amount annually on 31 December and will also bear interest from that date.

- 11.12 If the Client fails to pay the invoices, Outtask may pass on the claim to a collection agency, in which case the Client shall owe all the judicial and extrajudicial costs in addition to the total payable amount, including costs charged by external experts in addition to any costs determined by the court.
- 11.12.1 The Client shall at any rate be liable to pay:
- a. on the first EUR 5,000.00: 15%
 - b. on any excess up to EUR 10,000.00: 10%
 - c. on any excess up to EUR 15,000.00: 8%
 - d. on any excess up to EUR 50,000.00: 5%
 - e. on any additional excess: 5%
- 11.12.2 If Outtask proves that it has incurred higher extrajudicial costs which were reasonably required, these costs will also be eligible for reimbursement by the Client.
- 11.13 If several parties jointly have a claim against Outtask, Outtask may pay the amount owed to one of them. In that case, Outtask will also be discharged from liability to the other creditors.
- 11.14 Payments the Client makes to Outtask shall be made without any set-off or suspension.
- 11.15 Payments made by the Client first serve as settlement of payable interest and costs, secondly as payment for delivered goods which are no longer in the same condition they were in when delivered, and thirdly to pay the principal amount due for other Services or goods supplied (including in any case Software, Custom Software and Equipment), on the understanding that in the second and third cases referred to above, per category, the oldest invoice is paid first even if the Client states that the payment relates to another invoice.
- 11.16 If the progress of the performance or delivery is delayed because of default on the part of the Client, Outtask may charge the full agreed amount, including the costs of materials intended for this assignment that have already been incurred, all this without prejudice to the right to claim further costs, damage or interest.

Article 12 Complaints

- 12.1 Without prejudice to Articles 5, 6 and 13 of these General Terms and Conditions, complaints regarding the Equipment, Software or Custom Software or Services must be received by Outtask within eight (8) days after delivery of the Equipment, Software or Custom Software or the performance of the Services. With regard to hidden defects, the period of eight (8) days will commence when the defect is detected or could have been detected by the Client.
- 12.2 Contrary to the provisions of paragraph 1 of this Article, complaints regarding the Equipment, Software or Custom Software or Services for which a test has been agreed and conducted, must be reported verbally immediately after the test. Verbal complaints must be confirmed to Outtask in writing within 24 hours.
- 12.3 Complaints will only be handled in so far as the nature and grounds of the complaints are stated accurately.
- 12.4 Complaints regarding invoices must be submitted to Outtask in writing within eight (8) days after the invoice date. After this period, Outtask will not be obliged to handle the complaints.

- 12.5 If the complaint has not been submitted within the applicable time limit and in the prescribed manner, the delivered item will be deemed to be fully compliant with the Agreement and to have been unconditionally accepted and approved by the Client.
- 12.6 The submission of a complaint never discharges the Client from its payment or other obligations to Outtask.

Article 13 Liability

- 13.1 Outtask's liability is limited to the reimbursement of direct damage actually suffered by the Client and is further limited to the value of the Equipment or Services supplied by Outtask, with an absolute cumulative maximum of EUR 20,000.00 (twenty thousand euros) unless agreed otherwise in the Agreement. The fact that the damage is potentially covered by Outtask's liability insurance does not affect this limitation. The term direct damage shall only be taken to mean:
- 13.1.1 reasonable expenses incurred by the Client to make Outtask's performance meet the Agreement; this alternative compensation will, however, not be reimbursed if the Agreement is terminated by or on the instructions of the Client;
 - 13.1.2 reasonable expenses incurred by the Client out of the necessity of keeping its old system and related facilities operational, because Outtask failed to deliver by a final delivery date that was binding on Outtask, less any savings resulting from the delayed delivery;
 - 13.1.3 reasonable costs to determine the cause and scope of the damage, in so far as the determination relates to direct damage as referred to in these Terms and Conditions of Outtask;
 - 13.1.4 Reasonable costs incurred by the Client to prevent or limit the damage insofar as the Client proves that these costs have resulted in prevention or limitation of the direct damage as referred to in these General Terms and Conditions.
- 13.2 Outtask's liability for indirect damage, being any damage not covered by the definition of direct damage referred to above, and damage suffered by third parties is excluded.
- 13.3 A condition for the existence of any right to compensation is always that the Client reports any defect in writing to Outtask within 48 hours of its occurrence and grants Outtask a reasonable period to repair the defect. If there is an immediate onset of damage, or if the damage has already occurred, Outtask will not be liable for such damage, unless the cause is attributable to Outtask and the damage could reasonably have been foreseen by Outtask.
- 13.4 The Client is responsible for the timely creation of complete backups of data, programs and other files. In the event of loss of data, programs and other files, Outtask's liability will be limited to replacing the relevant data carriers.
- 13.5 In respect of the supply of Equipment, Software or Custom Software or the performance of Services, Outtask shall, with due observance of the first paragraph, only be liable for serious defects attributable to Provide, on the understanding that such liability shall never exceed the amount agreed upon and received for the relevant Equipment, Software, Custom Software or Services. Outtask is not liable for any damage related to or resulting from: interruptions or blockages of hosting, server or Internet access, a defect in the security of the Client's stored data, acts of other clients or Internet users, changes in dial numbers, log-in procedures, accounts and/or e-mail addresses.

- 13.6 Compliance with the applicable warranty obligations and/or payment by Outtask's insurer or payment by Outtask (subject to the maximum referred to in paragraph 1) of the assessed damage constitutes the sole and full compensation under the Agreement.
- 13.7 Without prejudice to the other provisions of this Article, every claim for compensation will expire one (1) year after the damage has manifested itself, was detected or acknowledged or could reasonably have been detected or acknowledged, and at any rate three (3) years after delivery of the Equipment, Software or Custom Software or the completion of the Services.
- 13.8 With regard to Equipment, Software, Custom Software and Services Outtask purchases from a third party or instructs a third party to perform, the relevant stipulations that apply to such transaction contract and/or guarantee provisions shall also apply to the Client, if and in so far as Outtask invokes them. Liability for damage caused by wilful misconduct or gross negligence of non-managerial subordinates of Outtask is excluded.
- 13.9 Outtask is not liable for any damage incurred by or on behalf of the Client to third parties caused by the Client incorrectly or improperly following Outtask's advice.
- 13.10 Outtask is not liable for any damage caused by an act or omission by Outtask's employees or agents.

Article 14 – Intellectual property rights

- 14.1 The copyright and all other intellectual property rights relating to the Software, and where applicable, the Custom Software and Services or results of such Services are the exclusive property of its suppliers or licensors. Nothing in the Agreement involves the complete or partial transfer of such a right. The Client acknowledges these rights and shall refrain from any form of direct or indirect infringement of these rights.
- 14.2 The Agreement does not oblige Outtask to deliver or transfer any intellectual property right. In so far as there are results or supplies that are the subject of intellectual property rights, the Client acquires a non-transferable licence, which will include the use explicitly agreed (in the absence of such agreement it will be used by only one user, in a minimal configuration). The Client may not, without Outtask's prior written consent, sell, lease, sublicense or alienate any delivered Software and Custom Software and media on which these are recorded, or grant any restricted rights thereto, or make them available to any third party in any way or for any purpose whatsoever, even if the third party uses the Software and/or Custom Software only for the Client.
- 14.3 If the Services or goods, or results thereof, were originally supplied by a third party, the Client undertakes to subject itself to the licence conditions imposed by such third party communicated to the Client in any way and to fully respect them.
- 14.4 If any uncertainty exists with regard to entitlement to any intellectual and/or industrial property rights, it is assumed that Outtask is the beneficiary, until the Client proves otherwise.
- 14.5 In the unlikely event that it transpires that Equipment, Software or Custom Software or the results of performed Services supplied by Outtask to the Client constitute an infringement of an industrial or intellectual property right applicable in the Netherlands and legal action is taken against the Client in respect of this, the Client shall immediately notify Outtask thereof in writing. In that case, Outtask will, at its discretion, either obtain the right to use the Equipment, Software or Custom Software or the results of performed Services, or modify the Equipment, Software or Custom Software or the results of performed Services in such a way that they do not infringe such rights, or supply replacement Equipment, Software or Custom Software or the results of performed Services that do not infringe such rights, or, after the return of the delivered goods, refund the purchase price to the Client less a

reasonable fee for the period during which the Client had the delivered goods or Services at its disposal. As regards an infringement of industrial or intellectual property rights outside the Netherlands, the Client shall not assert any claim nor will it have any claim against Outtask.

- 14.6 Outtask shall not be liable for any action by any third party based on the combination, operation or use of the Software with equipment or other software not provided by Provide, or based on any additions or modifications to the Software made by the Client, unless Outtask has given written permission for such.

Article 15 Protection of personal data

- 15.1 To the extent that the delivery of the Software or Custom Software or the results of Services provided by Outtask and the use of the Equipment, Software or Custom Software or the results of the performed Services by the Client entails the processing of personal data, Outtask will act as the processor. In that capacity, Outtask will abide by all of its legal obligations. By entering into an Agreement, the Client instructs Outtask to process the personal data of users in the context of performing the Agreement. Outtask will only perform other processing on the instructions of the Client or if there is a legal obligation to do so.
- 15.2 All employees acting under the authority of Outtask who have access to the personal data, will observe confidentiality with regard to the personal data of which they have knowledge, unless a statutory provision obliges them to disclose it.
- 15.3 Outtask will take proper technical and organisational measures to protect the personal data against loss or any form of unlawful processing. These measures will be appropriate, taking into account the state of the art and the costs involved and it will also aim to prevent the unnecessary collection and processing of personal data.

Article 16 Confidentiality

- 16.1 If and in so far as confidential information of the Client comes to the knowledge of Outtask during the performance of the Agreement, Outtask will only use this information for the performance of the Agreement and will limit access to such information to those employees who need to know such information for that purpose. Outtask guarantees that these persons will be required to keep this information confidential pursuant to an employment contract and/or a confidentiality agreement.
- 16.2 The term confidential information shall not include information which:
- i. was already public at the time it came to Outtask's knowledge or became public subsequently; or
 - ii. which Outtask also received from a third party, without a confidentiality requirement being imposed on it or where the third party was required to Outtask the information.

Article 17 Period, performance and termination of the Agreement

- 17.1 Agreements for the supply of Equipment, Software or Custom Software and the performance of Services are entered into for the period stated in the Agreement, in default thereof for a period of thirty-six (36) months after the Agreement has been signed by both Parties.

After the expiry of that period, Agreements are automatically renewed, each time for a period of twelve months. Premature termination is only possible after the expiry of the initial period and shall take place in writing, with due observance of a notice period of at least three (3) months, unless agreed otherwise.

- 17.2 Unless agreed otherwise in writing and without prejudice to the provisions of Article 5.3 of the General Terms and Conditions, premature termination of an Agreement is only possible in mutual consultation between the Parties. In the event of unilateral termination of the Agreement by the Client, the Client

shall reimburse all costs reasonably incurred with a view to performing the Agreement (such as the costs of preparation, storage, commission, resources acquired, etc.). Furthermore, the Client shall pay a penalty of twenty-five (25)% of the amount stated in the Agreement or offer, for which no discharge has been granted or obtained under Article 11.3 of the General Terms and Conditions, without prejudice to Outtask's entitlement to reimbursement for loss of profits and other costs, damages and interest ensuing from the termination.

- 17.3 Outtask is entitled, without the prior consent of the Client, to perform and charge additional work (or to have additional work performed) if the costs of the additional work do not exceed ten percent (10%) of the originally agreed amount.
- 17.4 Outtask may terminate the Agreement with the Client with immediate effect and/or dissolve it without this creating any right to discount or compensation of damage or otherwise, if:
- i. the Client is declared bankrupt or insolvent, assigns an estate, files a petition for a suspension of payments, or if the Client is granted a temporary or permanent suspension of payments or if the total assets of the Client or any part thereof are attached;
 - ii. the Client, if the Client is a natural person, dies or is placed under guardianship or the property of the Client is placed under administration;
 - iii. if the Client is a legal person, the liquidation of the Client is commenced, or if a claim is instituted to dissolve the Client or a resolution to dissolve the Client is or has been adopted.
- 17.5 An Agreement concluded with Outtask shall terminate with immediate effect if either Party fails to fulfil its obligations under that Agreement and subsequently fails to remedy the breach within fourteen (14) days following a written request thereto from the other Party.
- 17.6 If circumstances arise relating to people and/or materials which Outtask is using to perform the Agreement, which are of such a nature that the performance of the Agreement becomes so prohibitively and/or disproportionately costly that it would no longer be reasonable to require Outtask to perform the Agreement, Outtask will be entitled to terminate the Agreement.
- 17.7 Outtask shall never be liable to pay compensation or any form of compensation due to termination pursuant to this Article.

Article 18 Disputes and applicable law

- 18.1 These General Terms and Conditions, all Agreements and the legal acts referred to in Article 2.1 between Outtask and the Client are governed by Dutch law, with the exclusion of the Vienna Sales Convention (CISG).
- 18.2 Any dispute that cannot be resolved through consultation between the Parties concerning the formation, interpretation or performance of these General Terms and Conditions, any Agreement(s) and any other dispute arising in connection with these General Terms and Conditions, either legal or factual, without any exception, shall be submitted for settlement to the competent court in Amsterdam.