

General terms and conditions of delivery 'Software as a Service'

Adapting BV

Article 1. Definitions

The following definitions apply to the following terms in these general terms and conditions of delivery:

- AdaptingLegal: Software as a Service (SaaS) Services from Adapting BV
- Application manager: the Client's employee who has specialized in the application options and working methods of AdaptingLegal.
- Visitor: A person who can visit the Client's services several times a day.
- Consulting: Supporting the Client with regard to the (functional) application use of the Software.
- Service Provider: Adapting BV that acts as Service Provider of the SaaS Services;
- Documentation: the written and/or electronic documentation associated with AdaptingLegal;
- User: an employee of the Client, or a natural person who is authorized to perform work for and/or under the responsibility of the Client;
- User Agreement: the agreement between the Service Provider and the Client with regard to the SaaS Services. These Terms and Conditions apply to the Agreement at all times;
- Log-in Procedure: the procedure prescribed by the Service Provider that the User/Visitor must follow in order to gain access to AdaptingLegal;
- Log-in Data: code(s) intended exclusively for User/Visitor, with which access to AdaptingLegal can be gained via the customer-specific URL;
- Customized workflow: A workflow developed by the Client itself.
- Deficiency: all shortcomings of AdaptingLegal that hinder its functioning as described in the accompanying Documentation. The lack of functionality in a new version of AdaptingLegal that was present in a previous version is not considered an Imperfection;
- Client: a natural person or legal entity that has entered into an Agreement with the Service Provider;
- SaaS: Software as a Service. A characteristic of SaaS is that the User/Visitor uses technology entirely based on the internet. The advantage is that no software needs to be installed on local computers or servers, the software can be accessed from any Client workplace with internet access and updates (improvements) and even upgrades (new versions) can be made from one central location with one action . implemented.
- SaaS Services: all of the services to be provided by the Service Provider to the Client, as further described in the Agreement.
- Standard workflow: A collection of standard workflows that is maintained by the Service Provider and can be offered at an additional cost.
- Service Site: service part of Service Provider, accessible via the URL <https://support.adapting.nl>;



- System requirements: the minimum requirements imposed on the Client's hardware and software for the proper use of the SaaS Services;
- Confidential Information: Unless expressly agreed otherwise, confidential information regarding the Client or Service Provider includes (a) information that has been designated in writing as "confidential", (b) information that is not generally known, (c) information that has not been made generally accessible by the party to which the information relates and/or from which the information originates, and (d) information the confidential nature of which must be assumed to be known;
- Conditions: these general terms and conditions of delivery of SaaS Services;
- Working days: Monday to Friday, with the exception of official days off in the Netherlands;
- Workflow: The automated arrangement, follow-up and management of information according to the rules of the organization. A workflow contains multiple sub-tasks that are handled in the correct order and approved where necessary. The status and trajectory of a task can be requested.
- Workflow conversion: Creating a unique session via calling an embedded workflow by a visitor.

Article 2. Offer and agreement

2.1 These Terms and Conditions apply to the Agreement - including additional orders for modules, questionnaires, services, such as guidance in setting up AdaptingLegal, as well as to all negotiations, offers and other agreements with the Service Provider that relate to SAAS Services, unless the parties expressly agree otherwise. have been agreed.

2.2 The Service Provider is entitled to change the Terms and Conditions unilaterally. The Service Provider will inform the Client of the intended changes as much as possible two (2) months before the changes come into effect. If the Client does not agree with the proposed changes, the Client may terminate the Agreement, notwithstanding the provisions of Article 5.2, on the date on which the changes take effect. If the Client does not expressly object to the announced changes in writing within fifteen days after receipt of the notification from the Service Provider and before the announced changes come into effect, the Client will be deemed to have agreed to the changes.

2.3 All offers or quotations regarding the SaaS Services are without obligation and revocable.

2.4 The Agreement is concluded when the Service Provider has received the Client's quotation signed by the Client in any way.

2.5 In the case referred to in Article 2.4, the Service Provider is free not to accept the quotation signed by the Client without giving reasons, as a result of which the Agreement will not be concluded.

Article 3. Right of use

3.1 With effect from the date of the Agreement, the Service Provider grants the Client the non-exclusive right to use AdaptingLegal for the Client's internal business operations during the term of the Agreement. Internal business operations means the use of AdaptingLegal by Users for the



benefit of Visitors to the Client. The right of use also includes the right to use the Documentation associated with AdaptingLegal for that purpose.

3.2 The Client will only use AdaptingLegal in accordance with the provisions of the Agreement and these Terms and Conditions and will in this context be responsible for the use by its Employees.

3.4 The Service Provider is entitled to make innovations in AdaptingLegal at its own discretion. The Service Provider will inform the Client in a timely manner of the processing of updates and/or upgrades insofar as they are important for the use of AdaptingLegal, all at the discretion of the Service Provider.

Article 4. Scope of the right of use

4.1 The Client may not allow AdaptingLegal to be used for the benefit of Users/ Viewers of any other (legal) person than the Client.

4.2 The Client is not permitted to transfer any rights or obligations arising from the Agreement or the Conditions to third parties.

Article 5. Duration and end of the Agreement

5.1 The Agreement is entered into for a period of one (1) calendar year from the day it is concluded, unless the parties have expressly agreed otherwise in the Agreement.

5.2 After the period referred to in Article 5.1 has expired, the Agreement will be tacitly renewed each time for a successive period of one (1) calendar year, unless one of the parties terminates the Agreement at least one (1) month before the end of the then current period. cancel in writing. Written cancellation must be made by registered post with proof of receipt.

5.3 The Service Provider is entitled to terminate the Agreement with immediate effect at the time that the Client informs the Service Provider that it is no longer able to meet its payment obligations or at the time that the Service Provider must deduce from the circumstances that the Client is no longer able to meet its payment obligations . can comply or at the time that (the company of) the Client ceases its activities. The Agreement ends automatically and with immediate effect when the (company of) the Client is liquidated or enters an insolvency situation.

5.4 The Agreement can be terminated in writing without judicial intervention if the other party, after proper written notice of default, still fails to fulfill its obligations under the Agreement within thirty (30) calendar days after the notice of default.

5.5 The Service Provider is under no circumstances obliged to pay any compensation as a result of a termination as described in Articles 5.2, 5.3 and 5.4.

5.6 Upon termination of the Agreement, the Client will immediately cease and continue to use AdaptingLegal. The Client and Client's Employees will also no longer have access to AdaptingLegal and its data after termination of the Agreement. Upon termination of the Agreement, for whatever reason, the Service Provider will not refund any fees already paid or owed to the Client.



5.7 The term of the Agreement will not be changed as a result of additional orders being placed by the Client during the Agreement.

5.8 Cancellation of part of the Agreement by the Client is only possible insofar as the cancellation concerns multiple Users and the Client expressly indicates how many Users this applies to. The notice period referred to in Article 5.2 applies mutatis mutandis.

5.9 The partial cancellation in accordance with Article 5.7 has not validly taken place if the Client has not indicated for which number of Users cancellation must take place. As long as the Client does not indicate (in a timely manner) how many Users must be canceled for, the Client continues to owe the compensation that applies to the number of active Users known to the Service Provider.

Article 6. Compensation

6.1 Under the Agreement, the Client owes 25% of the compensation for a calendar year per quarter. This compensation is based on the number of active Users of the Client per calendar year. An 'active User' is a User who has been entered or activated from the archive, or placed in the archive or removed from AdaptingLegal in a calendar year. For clarification: (i) a User entered or activated on June 2 of a given year and executed or archived on October 10 of the same year counts as one (1) active User for that calendar year, (ii) a User who is on October 10 of a given year is entered/activated and executed/archived on February 5 of the following year counts as active in the year of import and the year of export. The Service Provider registers the number of active Users per Client. The Service Provider's measurement results determine how many active Users of the Client there have been in a calendar year.

6.2 The Client owes Adapting BV an additional fee for requesting data after the end of the Agreement under Article 10.3.

6.3 For the use of certain instruments, such as but not limited to questionnaires, the intellectual property rights of which belong to third parties, the Client owes an additional fee equal to the amount charged by that third party to the Service Provider on behalf of the Client.

6.4 Guidance from (the Application Manager of) the Client in the 'custom' setup of AdaptingLegal will be separately eligible for reimbursement insofar as it exceeds the two (2) hours included in the reimbursement under Article 6.1. This compensation amounts to hours x the applicable rate at the Service Provider at that time for the Employee in question.

Article 7. Price and payment

7.1 All prices and other rates charged by the Service Provider are exclusive of VAT and exclusive of any other government levies that are borne by the Client.

7.2 The service provider is entitled to adjust the compensation referred to in article 6.1 annually. Any price changes will be communicated in writing in a timely manner. The Client agrees to any price increases if they keep pace (at most) with the CBS Consumer Price Index (series: all households 2015 = 100). In the event of price increases above this price index figure, the Client may



terminate the Agreement in writing, notwithstanding the provisions of Article 5.2, on the first day of the month following the announcement of the price change.

7.3 If the Client does not cancel the Agreement within one month after notification of the price increase, the Client is deemed to have accepted the price increase.

7.4 In the first month of entering into the Agreement, the Service Provider will invoice the Client for the fee, unless otherwise agreed in the Agreement.

7.5 The Client will provide the Service Provider with an authorization for direct debit of the fee(s) due, which will be carried out on the basis of an invoice sent by the Service Provider to the Client.

7.6 If the Client withdraws the direct debit authorization without good reason or if the direct debit cannot be carried out for other reasons not attributable to the Service Provider, the Service Provider reserves the right to limit the functionality of AdaptingLegal. If the direct debit cannot be carried out successfully, the Service Provider will inform the Client thereof and the Service Provider will request him to transfer the payment due. If no (timely) payment is made, the Service Provider will be entitled to limit the functionality of AdaptingLegal to 'view only' and the Service Provider will again request the Client to transfer the payment due. If no (timely) payment follows, the Service Provider will be entitled to block access to AdaptingLegal. The Client continues to owe the Service Provider the agreed fee during the period of 'view only' and during the period that access to AdaptingLegal is blocked.

7.7 At the beginning of each calendar year, the Service Provider will prepare the final settlement for the previous calendar year. The final settlement is calculated based on the number of active Users during the year on December 31 (art. 6.1), plus the license costs due for the use of instruments for which the intellectual property rights are charged to the Service Provider by third parties (art. 6.3). The difference between the fees charged to the Client during the calendar year and the final invoice will be invoiced to the Client within one month after the final invoice has been drawn up. The registration of the number of active Users during an entire calendar year forms the basis for the reimbursement during the following calendar year. If no measurement result is yet available for an entire calendar year, an estimate will be made in consultation between the Service Provider and the Client.

7.8 At the request of the Client, access to AdaptingLegal that has been blocked in accordance with Article 7.6 can be reactivated within two (2) months upon payment of the outstanding fees, plus an additional fee.

7.9 The payment term for the reimbursements under Articles 6.2, 6.3, 6.4 and 7.7 is 30 days after the invoice date.

7.10 If the Client fails to fulfill its payment obligations under this Article 7 or fails to do so on time, it will be in default without further notice of default being required. The Client will then owe interest of 1.5% per month or part of a month from the date on which payment became due.



7.11 All costs incurred by the Service Provider, both judicially and extrajudicially, including attorney's fees, as a result of the Client's failure to meet its payment obligations will be borne by the Client. The extrajudicial (collection) costs incurred by the Service Provider are set at at least 15% of the principal amount of the claim.

7.12 Without prejudice to the provisions of this Article 7 and Article 6, the Service Provider is entitled to immediately demand advance payment from the Client in the cases referred to in Article 5.3 until the end of the (intended) term of the Agreement. This total compensation is immediately due and payable.

7.13 Article 7.11 applies mutatis mutandis to the case in which payment is not made by the Client after the Service Provider has followed the procedure described in Article 7.6.

Article 8. Obligations of the Service Provider

8.1 The Service Provider, through its suppliers, ensures the availability of AdaptingLegal. The Service Provider is also obliged to perform the SaaS Services at least as may be expected of a reasonably competent contractor.

8.2 The Service Provider guarantees that a regular backup is made of the data that the Client has entered in AdaptingLegal. This backup is only made for internal security considerations at the Service Provider and to guarantee availability in accordance with Article 13. For example in the event of calamities, such as a major power outage or fire. This backup is not provided to the Client.

8.3 The Service Provider guarantees that the data that the Client has entered into AdaptingLegal is protected as much as reasonably possible against loss, theft, unauthorized access and modification by non-Users.

8.4 Subject to the provisions of Article 12.6, the Service Provider will refrain from inspecting the data that the Client has placed with the Service Provider through AdaptingLegal, and will not make any data available to third parties, unless the Service Provider is obliged to do so by law or a court decision or the Service Provider and the Client have otherwise been agreed, such as but not limited to the situation ex article 10.2.

Article 9. Obligations and cooperation of the Client

9.1 The Client must immediately notify the Service Provider in writing of any change in its address and/or payment details.

9.2 The Client is obliged to comply with the rules of use of Article 11.

9.3 If the Client does not fulfill its obligations arising from these Terms and Conditions, the Service Provider is entitled to limit the use of the SaaS services by the Client without prior notice in accordance with the provisions of Article 7.6.

9.4 The Client is responsible for the functioning of its hardware and software, configuration, peripheral equipment and internet connection required for the use of the SaaS Services.



9.5 The Client guarantees that the equipment and software used by it for the SaaS Services meets the System Requirements. The Client is responsible for taking the necessary measures to protect its equipment, software and telecommunications and internet connections against viruses, computer crime and unlawful use by third parties.

9.6 The Client will provide the Service Provider with all information and cooperation, including providing the Service Provider with correct and current name and address details, that the Service Provider requires for the maintenance of the SaaS Services.

9.7 The Client is obliged to inform its Users of these Terms and Conditions and to ensure that they comply with them and to guarantee this to the Service Provider.

Article 10. Data

10.1 The data that the User/Visitor has entered in AdaptingLegal is stored in a database that is managed by the Service Provider or a third party engaged by the Service Provider.

10.2 The Client remains the owner of the data entered by its clients and the data processed via AdaptingLegal. The Service Provider and the Client will enter into a further agreement for use for research purposes and/or benchmarking of this data by the Service Provider or a third party engaged by the Client. From the moment the first client data is entered in AdaptingLegal under the Agreement, the Client provides the Service Provider with a right of use with regard to this data under reasonable terms and conditions to be agreed in the further agreement.

10.3 Up to 28 days after the end of the Agreement, the Client can request the Service Provider to provide the Client with the 'export' data digitally, upon payment of a fee. In that case, the Client grants the Service Provider access to the data. This does not apply if only a so-called trial subscription is taken out.

10.4 The Service Provider is not obliged to respond to the request referred to in this article 10.3 if the Service Provider has never received payment from the Client.

10.5 The service provider uses the legal retention periods for data retention.

10.6 After termination of the Agreement, the Service Provider will retain the data entered in AdaptingLegal for at least 28 days. After this period, the Service Provider is entitled to delete this data unless a further agreement has been concluded pursuant to Article 10.2.

Article 11. Rules of use

11.1 The User will in no way cause nuisance or damage to (customers of) the Service Provider when using the SaaS Services, all at the discretion of the Service Provider. The User is not permitted to perform actions that could be assumed to cause damage to the systems of (customers of) the Service Provider.

11.2 The User is not permitted to use the SaaS Services in violation of legal provisions or the Terms and Conditions.



11.3 The Client is responsible for the content and accuracy of the data entered into AdaptingLegal.

11.4 The Client undertakes to the Service Provider to use the SaaS Services in such a way that the amount of information stored by it and the volume of data transport realized by it do not differ significantly from the average use of the SaaS Services by other Clients indicated by the Service Provider. If, in the opinion of the Service Provider, this use by the Client deviates significantly from the average use, the Service Provider will contact the Client in order to agree specific conditions with the Client for the additional use. If the parties do not reach agreement on these specific terms and conditions, the Service Provider is entitled to limit the use of AdaptingLegal by the Client without prior notice.

Article 12. Support

12.1 During the SaaS Agreement, the Client is entitled to support.

12.2 Support includes the right to consult and use Documentation at your own discretion. In addition, questions can be submitted to the help desk 24 hours a day via the Service Site.

12.3 Support does not include:

- a) system configuration, hardware and networking services;
- b) structural work such as defining layouts, overviews, setting up roles and rights schemes, import definitions and links with third-party software; c) on-site support other than stated in the Agreement and/or in the event that additional guidance services are purchased;
- d) expanding the functionality of AdaptingLegal at the request of the Client;
- e) converting files;
- f) services with regard to external databases from producers other than the Service Provider;
- g) installation, configuration, training or other services not expressly described in the SaaS Agreement;
- h) support for (operating) software from manufacturers other than the Service Provider, which also includes third-party software that can be started from AdaptingLegal;
- i) file repairs, where the cause cannot be attributed to AdaptingLegal;
- j) providing newly available products;
- k) support for the internet connection;
- l) support in an environment that is not supported according to the system requirements.

12.4 Support may only be requested by a User.



12.5 Before contacting the Helpdesk for support by telephone or via the Service Site, the User is obliged to first consult the internal AdaptingLegal Application administrator and/or the applicable Documentation.

12.6 In the context of providing support, the Service Provider or its supplier is entitled to view the Client's data referred to in Article 10.

12.7 If the Service Provider carries out work on the instructions of the Client with regard to the subjects mentioned under 12.3 a) to l), the Service Provider will charge the Client for this work separately in addition to the compensation referred to in Article 7, in accordance with the then applicable charges to the Service Provider . applicable prices and costs incurred.

Article 13. Availability

13.1 The Service Provider makes every effort to ensure optimal availability of and access to AdaptingLegal. The service provider has also imposed this obligation at least on its supplier.

13.2 The Service Provider is entitled, without prior notice, to (temporarily) disable access to AdaptingLegal and the Service Site or to limit their use, insofar as this is necessary for (preventive) maintenance or adjustments or improvements to be made to one or more SaaS Services, without this entailing a right to compensation from the Client to the Service Provider. The Service Provider makes every effort to keep this to a minimum and, if possible, to inform the Client in a timely manner.

Article 14. Log-in Procedure

14.1 User/Visitor is obliged to follow the Log-in Procedure.

14.2 The Service Provider is entitled to adjust the Log-in Procedure at its own discretion. The Service Provider will inform the Client of this in a timely manner.

14.3 The Client and/or User/Visitor must handle the Log-in Data with care and is responsible for it. The Log-in Data is not transferable and may not be used outside the Client's organization. The Client and the Users/Visitors are obliged to maintain absolute confidentiality towards everyone with regard to the Log-in Data . Client and/or User/Visitor are liable for any use of his Log-in Data. All actions of the Users/Visitors are at the expense and risk of the Client.

Article 15. Service Site

15.1 The Service Provider provides the Client with access to the Service Site for the benefit of Users.

15.2 From the Service Site the User can, among other things, obtain information and support can be offered to the User. In addition, the Service Site offers the opportunity to contact first -line specialists from the helpdesk directly, through electronic requests.

15.3 The Service Provider has the right at all times to limit or block the Client's access to the Service Site for an indefinite period without giving reasons, if there is a suspicion of misuse or other improper use.



15.4 The Client guarantees that the Users handle access to the Service Site and the information obtained from it in a responsible manner, while the Client also unconditionally holds and/or accepts responsibility for any information that the Users add to the Service Site.

15.5 The information made available by or on behalf of the Service Provider via the Service Site is, unless stated otherwise, provided with reservations and without the Client or third parties being able to derive any rights from it.

Article 16. Intellectual property rights

16.1 All copyrights, patent rights, trade name rights, trademark rights, other intellectual and industrial property rights, as well as all similar rights to protect information relating to AdaptingLegal, the Service Site and Documentation, are the exclusive property of the Service Provider or its licensor(s). None of the provisions included in the Agreement or the Conditions can be interpreted as leading to a full or partial transfer of those rights to the Client.

16.2 The Client is not permitted to change, remove or make unrecognizable an indication of the intellectual property rights of the Service Provider on or in AdaptingLegal or Documentation. The Client is not permitted to use or register any trademark, design or domain name of the Service Provider or a corresponding name or sign in any country, anywhere in the world.

16.3 The Service Provider indemnifies the Client against any damages and all costs and expenses to which the Client is ordered as a result of a legal action brought by a third party in connection with an infringement or alleged infringement of valid patents, copyrights, trademarks or other rights of third parties due to the use by the Client, in accordance with the Agreement and the Documentation, of AdaptingLegal or any part thereof, provided that the Client immediately notifies the Service Provider in writing of such legal action when it is announced to it, the Client allows the Service Provider to defend the relevant claims at its own discretion and to reach a settlement. and provided that the Client provides all relevant information and other cooperation to the Service Provider at the Service Provider's first request.

16.4 If a judicial ban on the use of AdaptingLegal by the Client has been imposed due to an infringing act as referred to in Article 16.3 or, in the opinion of the Service Provider, there is a chance that AdaptingLegal will be the subject of a successful claim for infringement, then the Service Provider has the right, at its own discretion and at its own expense, (I) to obtain the right for the Client to continue using AdaptingLegal as provided in these Terms and Conditions; (II) replace or adapt AdaptingLegal in such a way that it is no longer infringing, provided that its functionality remains essentially unchanged; or (III) if the previous options (I) and (II) are not reasonably feasible, the Agreement and/or these Terms and Conditions, as well as the rights granted under the Agreement and/or these Terms and Conditions with regard to that infringement, shall be terminated by AdaptingLegal . to end.

16.5 Without prejudice to the provisions of Article 16.3, the Service Provider is not liable to the Client under this article insofar as a claim is related to (I) use of AdaptingLegal in connection with data, equipment or software not supplied by the Service Provider, whereby AdaptingLegal in itself



does not would infringe or otherwise be the subject of the claim; (II) incorrect use of AdaptingLegal or use in a manner not described in the Documentation; (III) an adjustment to AdaptingLegal that has been implemented by a (legal) person other than the Service Provider; or (IV) the Service Provider's compliance with the express instructions of the Client. The Client indemnifies the Service Provider against claims as described in points (I) to (IV) of this article.

16.6 The Client acknowledges and accepts that the full and exclusive liability of the Service Provider for infringement of patents, copyrights, trademarks or other intellectual property rights is as determined in this Article 16 as well as in Article 17.

16.7 The Service Provider is authorized to implement and maintain technical provisions to protect the (intellectual property rights to the) AdaptingLegal Application and the Documentation and with a view to the agreed restrictions in the use of AdaptingLegal. The Client is not permitted to circumvent or remove such technical facilities.

16.8 The Service Provider may carry out a check and/or inspection in order to check whether the Client complies with the terms of the Agreement and the Conditions, provided that that check and/or inspection is carried out during normal office hours, in such a way that the business activities of the Client will not be unreasonably hindered as a result. Such an inspection is carried out by an independent expert selected and engaged by the Service Provider and the Client is obliged to provide this expert with the information, support and access to its buildings and systems that is reasonably necessary to enable the expert to properly perform his inspection task. to feed. This independent expert will submit a summary note showing his findings with regard to the audit of the reports issued by the Client and the Client's compliance with the Agreement and the Conditions, but in no case will the Service Provider provide any information other than that provided to him during the audit . and/or comes to the attention of the inspectorate. The costs of this inspection will be borne by the Service Provider, unless the inspection shows that the Client is not complying with the terms of the Agreement or the Conditions, in which case the costs will be borne by the Client.

Article 17. Liability

17.1 Except in the event that special legal provisions exclude a limitation of the liability of the Service Provider for damage resulting from intent or deliberate recklessness on the part of the management of the Service Provider, the Service Provider is only liable for damage as described in the following paragraphs of this article.

17.2 In the event of physical injury, regardless of whether this injury results in death, the liability of the Service Provider is in any case limited to an amount of EUR 100,000 per damaging event attributable to the Service Provider. In the event of property damage, the liability of the Service Provider is in any case limited to EUR 50,000 per damaging event attributable to the Service Provider for actual damage suffered. In both cases, a series of related events counts as one event.

17.3 The Service Provider is never liable for indirect damage, such as but not limited to: lost profits, lost savings, reduced goodwill, damage due to business stagnation, damage as a result of



claims by the Client or its Users, mutilation or loss of data, damage related to the use of items, materials or software from third parties prescribed by the Client to the Service Provider, damage related to the use of suppliers prescribed by the Client to the Service Provider, for consequential damage, regardless of the nature of the act (breach of contract, tort or otherwise), or damage due to corruption of usage data even if the Service Provider has been informed of the risk of such damage occurring.

17.4 The Service Provider is never liable for any damage of any nature suffered by the Client in connection with the temporary unavailability, temporary inaccuracy or temporary incomplete availability of AdaptingLegal.

17.5 The Service Provider is never liable for any damage of any nature suffered by the Client in connection with the (non) functioning of software of the Client or of third parties, of equipment of the Client, Service Provider or third parties, or of internet connections of the Client, Service Provider or third parties .

17.6 The Service Provider accepts no liability for incorrect, incomplete or late sending or receiving of data placed with the Service Provider via AdaptingLegal.

17.7 To the extent that the Service Provider cannot claim the liability exclusions or limitations described in this article, its liability is at all times limited in each case to an amount of 50% of all invoiced to the Client in the six (6) months prior to its default. amounts, less credits by the Service Provider to the Client in that period. Insofar as the Service Provider cannot claim the limitation referred to in this article 17.7, the liability of the Service Provider is in any case limited to EUR 10,000.

17.8 The Client acknowledges and accepts that the compensation for the SaaS Services has been determined taking into account the limitation of liability referred to in this article.

17.9 The Client acknowledges and accepts that AdaptingLegal can never be perfect or 100% free of Imperfections and that not all Imperfections will (can) be repaired.

17.10 The Client indemnifies the Service Provider against claims from third parties arising from or related to the Agreement or the Conditions, unless the Client could assert these claims against the Service Provider in accordance with the provisions of this article if the Client had suffered the damage itself.

17.11 The liability of the Service Provider due to attributable shortcomings in the performance of an agreement with the Client only arises in all cases if the Client immediately and properly gives notice of default to the Service Provider in writing, setting a reasonable period to remedy the shortcoming, and the Service Provider is attributable after that period. continues to fail in the fulfillment of its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Service Provider is able to respond adequately.



17.12 Any right to compensation will in any case lapse if the Client has failed to take measures to (I) limit the damage immediately after it has occurred; (II) to prevent (other or additional) damage from occurring; or (III) if the Client fails to inform the Service Provider of the damage as soon as reasonably possible and to provide it with all relevant information.

17.13 Any claim for damages against the Service Provider shall lapse upon the mere expiration of 24 months after the claim arose.

Article 18. Privacy & Data

18.1 To the extent that the Client and/or User processes personal data using AdaptingLegal, the Client is responsible for this within the meaning of the General Data Protection Regulation ('GDPR'). The Client guarantees to the Service Provider and its suppliers that it processes the personal data lawfully. The Service Provider will only edit or process the personal data on behalf of the Client and in accordance with the Client's instructions, including the relevant provisions in the Agreement.

18.2 In its capacity as processor of personal data, the Service Provider will comply with the obligations arising from the Personal Data Protection Act. More specifically, it will ensure that reasonable technical, organizational and legal measures are taken to protect personal data, in order to enable the Client to fulfill its obligations as controller under the GDPR.

18.3 The Client indemnifies the Service Provider against all claims from third parties with regard to the Agreement between the Service Provider and the Client and/or the data processed by the Client in the context of the Agreement that may be brought against the Service Provider due to a violation of the General Terms and Conditions that cannot be attributed to the Service Provider. Data Protection Regulation and/or other legislation regarding the processing of personal data.

18.4 The Client acknowledges and agrees that:

a) the Service Provider:

- i) may use data [and information about the Visitor's (and User's) use of the SaaS Services] to generate anonymized and aggregated statistical and analytical data (Analytical Data);
- ii) use analytical data for the Service Provider's internal research and product development purposes and to perform statistical analysis and identify trends and insights;
- iii) can provide analytical data to third parties.

b) the Service Provider's rights under clause 18.4a shall survive termination of the expiry of the Agreement; and

c) ownership of all Intellectual Property Rights in Analytical Data is and remains the property of the Service Provider.



Article 19. Confidentiality

19.1 Except in the cases as regulated in these Terms and Conditions and unless otherwise agreed, the parties will not disclose or use Confidential Information concerning the other party for any purpose other than for which the Confidential Information was obtained.

19.2 Each party will take all reasonable precautions to comply with its confidentiality obligations. None of the provisions contained in this article shall impose any restriction on the receiving party with regard to information or data, whether or not identical or similar to the information or data contained in the Confidential Information, if that information or data: (I) already were lawfully owned by the receiving party before being acquired from the party concerned; (II) independently developed by the receiving party without the use of information or data from the party involved; (III) are or become generally known or made generally accessible, other than through an act or omission of the receiving party; or (IV) be disclosed to the receiving party by a third party, without breaching any confidentiality obligation to the party concerned.

19.3 The confidentiality obligations under this article do not apply to the extent that Confidential Information of the other party must be disclosed pursuant to the law, a regulation or a court order or by decision of a government agency, provided that the receiving party makes every effort to limit the scope of that disclosure and inform the party concerned in advance of such intended disclosure.

19.4 The parties guarantee that their Employees as well as third parties engaged by the parties will comply with the confidentiality obligations described in this article.

Article 20. (Delivery) terms

All (delivery) terms are determined by the Service Provider to the best of its knowledge and are observed as much as possible. As soon as the Service Provider is aware of a circumstance that may prevent timely delivery, it will enter into consultation with the Client. The Client is under no circumstances entitled to compensation in connection with late delivery. The service provider has the right to make partial deliveries at any time.

Article 21. Exclusion

Except for what is expressly included in the Agreement, the Service Provider gives no other or further guarantees, undertakings, conditions with regard to the SaaS Services and the Service Provider hereby disclaims all other guarantees, undertakings or conditions, whether express, implied or by law (including including but not limited to any warranties or conditions of merchantability, non-infringement or fitness for a particular purpose) with respect to the SaaS Services.

Article 22. Force majeure

22.1 A party is not obliged to fulfill a contractual obligation, with the exception of an obligation to pay, arising from the Agreement or the Conditions, if compliance is prevented by force majeure. Force majeure includes, but is not limited to: military action, government action, weather conditions, failure or disruptions in telecommunications and internet connections, delays or



shortcomings in the fulfillment of obligations by suppliers of the Service Provider, transport problems and strikes.

22.2 If the Service Provider has already partially fulfilled its obligations when force majeure occurs, or can only partially fulfill its obligations as a result of the force majeure, it is entitled to invoice the performance already delivered or the deliverable part of the performance separately and the other party or the Client is obliged to pay this invoice as if it were a separate agreement.

22.3 As soon as it is clear that the force majeure situation will last longer than 30 days, the other party has the right to terminate the Agreement without being liable for damages.

Article 23. Other provisions

23.1 The Service Provider may transfer or outsource its rights or obligations under the Terms and Conditions or the Agreement to a subsidiary or to another third party engaged by it for this purpose. In the event of transfer or outsourcing, these Terms and Conditions also apply to the Client.

23.2 Any notice or other communication in connection with the Agreement or the Terms and Conditions must be sent via AdaptingLegal or in writing to the address of the other party as stated in the Agreement.

23.3 If any provision of the Agreement or of these Terms and Conditions is wholly or partially void, voidable or contrary to the law, it will be deemed to stand alone and not apply. In such a case, the parties will enter into consultation to replace the provision in question with a provision of similar effect that is not wholly or partially void, voidable or contrary to the law. The other provisions of the Agreement or these Terms and Conditions remain in full force.

23.4 Delay or omission on the part of the Service Provider with regard to asserting any right that the Service Provider has under the Agreement or the Conditions against the Client never constitutes a waiver of rights. If a party waives a right it has under the Agreement or Conditions, this does not mean that this party also waives or must waive this right or other rights in a subsequent case.

23.5 The Agreement and the Conditions fully reflect what has been agreed between the parties with regard to the SaaS Services and replace all previous and contemporaneous, explicit or implicit agreements, agreements, representations and warranties, both written and oral. Subject to the provisions of Article 2.2 and Article 7.3, the Agreement can only be amended by means of a written agreement signed by both the Client and the Service Provider.

23.6 The applicability of all or part of any purchasing or other general terms and conditions of the Client is hereby expressly rejected, unless this has been expressly accepted by the Service Provider.



23.7 Every communication between the Service Provider and the Client can take place electronically, except to the extent that the Conditions and/or the Agreement and/or the law deviate from this.

23.8 The version of the relevant communication stored by the Service Provider serves as proof thereof, unless the Client proves otherwise.

23.9 Electronic communications are deemed to have been received on the day of sending, unless the contrary is proven by the recipient. If the communication is not received as a result of delivery and/or accessibility problems with regard to the Client's e-mail box, this is at the Client's risk, even if the e-mail box is housed by a third party.

Article 24 Applicable law and disputes

24.1 The Terms and Conditions and the Agreement are exclusively governed by Dutch law.

24.2 All disputes, disagreements or claims arising from or related to these Terms and Conditions or the Agreement, or the non-compliance, termination or invalidity thereof, will be submitted to the competent court in Utrecht, but not before the Parties have first attempted to reach a reasonable agreement in mutual consultation. find a solution.

Date : 01-05-2023

Version : 4.0

