

General conditions SIENN

Article 1. Definitions

- 1.1 Additional usage conditions: the conditions with regard to the use of software from third parties and/or the general conditions of third parties.
- 1.2 General conditions: these general conditions and any attachments to these general Conditions.
- 1.3 Authentication tools: the (combination of) data and/or means with which Clients can identify themselves at Sienn, like the combination of username and password, unique (pin)codes that may or not be generated using certain tools.
- 1.4 Third parties: other parties than Sienn and Client.
- 1.5 Services: the services provided by Sienn as specified in the Agreement.
- 1.6 Documentation: the (user) manuals and instructions provided by Sienn with regard to the Software and Services.
- 1.7 Defect: the substantial inadequate performance of the Software or a Service in accordance with the Documentation.
- 1.8 Implementation: the activities aimed at the organization and configuration of the Software provided by Sienn and/or Third Parties and all other activities that are required to provide the Software to the Client ready to be used.
- 1.9 Maintenance: the repair of defects in the Software and providing possible new versions of the Software.
- 1.10 Support: the Service agreed to by Sienn and Client to provide access to a help desk for user questions and malfunction reports and – depending on the type of service contract – the solution of malfunctions and/or Defects and the carrying out of Maintenance, as described in these General Conditions, the Agreement and the Service Level Agreement.
- 1.11 Client: the party using the Service provided by Sienn, including the Reseller.
- 1.12 Agreement: the agreement between Sienn and Client, for example but not limited to the quotation for the delivery of Services by Sienn to Client.
- 1.13 Reseller: a licensed distributor of the Software provided by Sienn who, in accordance with the reseller agreement between Sienn and Reseller, is authorized to exploit the Software for their own benefit and at their own risk and to provide the software to clients of their own.
- 1.14 In writing: by letter or by e-mail
- 1.15 Service Level Agreement: the separate agreement in which the maintenance and support services have been worked out in greater detail.
- 1.16 Sienn: Sienn Group B.V. and/or any of its affiliated companies, or any identity in which it holds a controlling interest.
- 1.17 Software: the Software provided by Sienn and/or Third Parties as specified in the Agreement.

Article 2 General

- 2.1 These general conditions apply to all quotations of Sienn and Agreements. These General Agreements also always apply to more detailed or later Agreements, regardless of whether they have been explicitly declared applicable after the initial Agreement. The applicability of any general conditions of the clients is excluded explicitly.
- 2.2 If a Reseller provides the Software to its own clients, the Reseller will do so on the basis of a written agreement with the clients in question. In that written agreement, the Reseller will include stipulations that, in terms of their content, are equal to the stipulations in (i) these General Conditions and (ii) the reseller agreement between Sienn and the Reseller, without prejudice to the right on the part of Sienn to impose any additional conditions on the Reseller, for instance in the form of an addendum to the Reseller agreement, or the use of an end-user agreement that the Reseller will impose on (the end-users of) its customers. Sienn reserves the right to demand the Client to submit proof of the application of the abovementioned stipulations and conditions.
- 2.3 Insofar as the execution of the Agreement also includes the (further) delivery of products and/or services from Third Parties, the relevant (general) conditions of the Third Parties in question apply. The use of Software from Third Parties is subject to the additionally applicable Additional Usage Conditions.
- 2.4 Unless indicated otherwise in these General Conditions or in the Agreement, deviations from and additions to these General Conditions or Agreements – including verbal agreements – are only valid once they have been confirmed in writing by Sienn.
- 2.5 Sienn reserves the right to change or add to the General Conditions. Sienn will inform the Client at least one month before the changes will come into effect. Such changes or additions in principle also apply to the existing Agreements. If Client does not accept a change in the General Conditions, Client has the right to terminate the existing Agreement at the date on which the changes come into effect.
- 2.6 If one or more stipulations of these General Agreement were to be found legally speaking null and void, the other stipulations of these General Agreements continue to apply in full. In that case, parties will enter into consultation to agree on new stipulations to replace the invalid stipulations, taking into account as much as possible the purpose and meaning of the invalid stipulations.
- 2.7 In the case of mutual contradictions, the following ranking order applies (more specific comes before general): (1) Additional Usage Conditions, (2) Agreements with Client that have been confirmed by Sienn in writing, (3) Agreement, (4) General Conditions and (5) the Service Level Agreement.
- 2.8 The rights and obligations described in the Agreement cannot be transferred to any third parties by Client, unless after Written authorisation from Sienn. Such authorisation may be accompanied by additional conditions on the part of Sienn.

Article 3. Realization of the Agreement

- 3.1 All quotations (including the prices mentioned by Sienn), in whatever form, are non-binding and can be revoked by Sienn. Client guarantees the correctness and completeness of the information provided to Sienn, on which Sienn bases its quotation.

- 3.2 Unless indicated otherwise in these General Conditions, an Agreement comes into force when the Client has signed the Agreement. With regard to Agreements that are realized electronically (include by e-mail), they come into force after an assignment or order by Client has been confirmed by Sienn In Writing. Articles 6:227a and 6:227b of the Dutch Civil Code do not apply. Verbal agreements are only valid if and after they have been confirmed explicitly In Writing by Sienn. Sienn reserves the right to refuse orders for its own reasons, in which case Sienn will inform Client of that refusal as soon as possible.
- 3.3 Barring evidence to the contrary, the administrative data of Sienn are decisive and binding for the contents of the Agreement and serve as evidence thereof.

Article 34. Execution of the Agreement

- 4.1 Sienn does everything that is reasonable speaking possible to meets its obligations. However, Sienn cannot guarantee that the Software and/or Services will function at all times, without limitations, interruptions, Defects or disturbances.
- 4.2 Sienn reserves the right to make changes and/or improvements to the Software, Services and Documentation and/or procedures that Sienn deems useful or necessary, without being in any way obliged to observation, compensation or damages by Sienn to Client. Client commits to accepting these improvements and changes and follow the instruction provided by Sienn regarding their implementation.
- 4.3 All (delivery) terms mentioned by Sienn are approximations and are based on the data and circumstances that were known to Sienn at the start of the Agreement. The (delivery) terms can never be considered to be definitive terms, unless Sienn and Client have explicitly agreed otherwise in the Agreement. As such, any exceedance of a (delivery) term does not immediately lead to negligence on the part of Sienn.
- 4.4 There can only be negligence on the part of Sienn after Client has notified Sienn in writing, in which a reasonable time frame for remedying the negligence in question is included and Sienn continues to be negligent after that time period has passed. The notification needs to include as complete and detailed a description of the negligence, to allow Sienn to respond adequately.
- 4.5 Sienn determines the manner in which the Services are carried out and the people who will be involved, to the extent that the parties have not explicitly agreed otherwise in the Agreement. If and insofar an adequate execution of the Services demands it, Sienn is entitled to have certain activities performed by Third Parties.
- 4.6 If Sienn gives advice, whether or not as part of its activities, the advice is considered to be meant exclusively for Client. Recommendations are given on the basis of the information provided by the Client. The Client is not free to make the advice or the data from it available to Third Parties, unless (a) Sienn has explicitly given its permission In Writing, (b) Client has paid the fees/wages required for the advice to Sienn and (c) Client agrees with the third party/parties that Sienn accepts no responsibility with regard to the contents of the recommendation with regard to the third party/parties.
- 4.7 Client guarantees the correctness and completeness of the information, documentation, designs and specifications it provides to Sienn.

- 4.8 Sienn has at all times the right to carry out audits (or have them carried out) at the Client's on location and involving the activities of Client with regard to the Agreement, as well as – in relation to the Reseller – with regard to the Reseller Agreement.

Article 5. Service Provisioning Sienn

- 5.1 It is has been agreed in the Agreement that Sienn provides its own Software and/or that of Third Parties to Client, that will be done on the basis of the (usage) conditions as described in the Agreement, these General Agreements and (with regard to Third Party Software) the Additional Usage Conditions.
- 5.2 Unless agreed otherwise in the Agreement, Sienn will host the Software in question, as well as the Client's data on servers in data centres it has selected, or on data centres of its license providers (Third Parties).
- 5.3 Sienn reserves the right to disable the provision of the Software at all times, when Sienn considers it necessary for the sake of the security and integrity of the services involved, to carry out (preventive) maintenance, repair Defects and solve disturbances or adjust and improve the Software of Sienn or Third Parties. Sienn will disable the services for the reasons indicated above as much as possible outside office hours and inform Client as soon as possible of the planned activities in this regard. Sienn will never be owe client any damages as a result of disabling the services for the reasons indicated above.

Article 6. Implementation

- 6.1 The implementation will be carried out by Sienn in collaboration with Client in accordance with the agreements to that end in the Agreement or another document.
- 6.2 If it is agreed in the Agreement that the Software of Sienn and/or Third Parties has to be installed or implemented at a location or environment specified by Client, Client is responsible for that location/environment and all the necessary technical facilities. Client guarantees that the location/environment at least meets the technical and functional requirements as specified in the Agreement, the Documentation, the Additional Usage Conditions or other Writing instructions by Sienn or its license providers. If the location/environment does not meet the requirements Sienn has issued (in advance) and/or if Client fails to provide access to Sienn (or any Third Parties whose services Sienn is using) to the location/environment in question, Sienn is entitled to postpone the Implementation and any costs that Sienn has already made or any (additional) costs Sienn may make in the future to complete the Implementation will be charged in full to Client.

Article 7. Development of software

- 7.1 If Sienn agrees with Client that software will be developed, whether or not for the benefit of client, Sienn will carry out the work involved with care, in agreement with the project plan to which both parties have agreed and on the basis of the specifications agreed to by both parties and any information, documentation and designs provided by Client.
- 7.2 Unless parties agree otherwise, Sienn will develop software in accordance with a development method that is characterized by the design of (parts of) the Software in an iterative manner

(for example Agile or Scrum). Both parties accept that the specifications of the software are nor, not completely, worked out in advance and can, in good consultation, be adjusted in the course of the development process, among other things for the benefit of the next iterations. The software to be delivered will meet the most recently agreed (set of) specifications. This means that Client accepts the risk that the software will not necessarily meet the original specifications.

- 7.3 Unless parties agree otherwise, project responsibility, at the least including the direction of the project and its progress, lies with Client. Client will provide a permanent and active input from its organization and collaboration of the relevant (end) users. Client guarantees that, throughout the development process, it will make decisions with the necessary speed. In the case of a lack of timely and clear decisions, Client accepts the risk that the development will be delayed.

Article 8. Acceptance

- 8.1 Unless parties have entered into an acceptance agreement, the Services will be considered to be accepted as soon as the Services have been provided. Unless parties have entered into an acceptance agreements, the Software provided will be considered to be accepted as soon as Client has started using it, or – when that has not taken place – at any rate after 15 days after the Software has been delivered by Sienn. If parties have entered into an acceptance agreement, the Software and/or Services are considered to be accepted after the acceptance arrangements have been completed successfully.
- 8.2 If it has been agreed that the Service is to be carried out in phases, Sienn can suspend the execution of those activities that belong to a next phase until Client has approved of the previous phase In Writing and also has met the associated payment obligations. If Sienn has not received the intended and required approval In Writing within 30 calendar days, the execution of that part of the Service is considered to be approve.

Article 9 Education, courses and training

- 9.1 If and insofar it has been agreed in the Agreement, Sienn will educate the employees of Client with regard to the use of the Software or with regard to other subjects that have been agreed.
- 9.2 All registrations are confirmed by Sienn In Writing and are only finalized as a result of that confirmation. Unless agree otherwise, the compensation for training courses has to be paid in advance and has to be made at least five (5) workdays ahead of the training. If Client (and/or its employees) cancel the training within five (5) work days before the start of the course, the full costs will be charged. The registered participant can take the course at the next occasion when the same training course is provided by Sienn and insofar as Sienn agrees with that, for which additional costs will be charged.
- 9.3 Sienn reserves the right to change training data that have already been confirmed without having to provide a reason and/or being obliged to pay any damages, or to change or combine or, in the worst case, cancel training courses, for instance when there is not sufficient interest or a teacher is not (or no longer) available. Client will be informed of that (if possible) before the start of the training. Any training costs that may already have been pain will be reimbursed by Sienn in the case of a cancellation.

- 9.4 Employees can keep the training material that is provided. All intellectual property rights regarding the material belong to Sienn and/or Third Parties. Without permission from Sienn, the training material may not be multiplied.

Article 10. Support

- 10.1 If and insofar it has been agreed in the Agreement, Sienn will provide Support to Client, in accordance with the Service Level Agreement.
- 10.2 Sienn will support at least one version older than the most recently issued version of the Software. Three months after a new version of the Software has been made available to Client, Sienn is no longer obliged to repair any Defects in the older version, nor to provide Support in relation to that.
- 10.3 With regard to the Software of Third Parties, Sienn is only obliged to provide support as long and to the extent that the Third Party involved supports that Software.

Article 11. Secondment

- 11.1 If and insofar as it has been agreed in the Agreement, Sienn will provide secondment services to Client, to which the conditions in this article will apply.
- 11.2 Sienn will provide an employee for the duration and activities described in the Agreement. Unless it has been explicitly agreed otherwise In Writing with Client, Sienn has the right to replace a seconded employee by an employee with the same qualifications or – when the seconded employee is needed for other activities on the part of Sienn – has the right to cancel the Agreement in question, with a one calendar month notice.
- 11.3 At the request of Client, Sienn will do its best to replace the seconded employee if (i) the employee fails to meet the qualifications according to the substantiated opinion of Client or (ii) the employee is absent for an extended period, or (iii) if the employee terminates their employment relationship with Sienn. Sienn does not guarantee that it will provide a replacement for the employee in question.
- 11.4 The employee will carry out the activities as described in the Agreement during the customary working hours at Sienn. If the employee carries out work-related activities outside of those working hours or beyond the work activities that have been agreed at the request of Client, Sienn is entitled to charge additional costs for those activities at the current rate.
- 11.5 The Client will provide working conditions in accordance with the standards of its own employees and the applicable laws and regulations. Client is responsible for the safe execution of the work by the employee.
- 11.6 The employee will only carry out the activities for the benefit of the Client. The employee will follow reasonable instructions from Client, but cannot be obliged to carry out activities that are at odds with the employee's assignment. The Client uses the result of the activities at its own risk.

Article 12. Responsibility of Client

- 12.1 Without prejudice to the other obligations of Client pursuant to the Agreement, these General Conditions and/or Additional Usage Conditions, Client will provide Sienn with all necessary collaboration. That includes, among other things, providing the content and information required and requested by Sienn in a timely and complete manner, as well as all other kinds of cooperation in the execution of the Services deemed necessary by Sienn. If the start or progress of the work is delayed by factors for which Client is responsible, the resulting costs thereof for Sienn will be charged by Sienn to Client at the customary rates. Sienn is not responsible for a failure on the part of Client to provide complete content and information on time, including the exceedance of agreed time frames.
- 12.2 Client guarantees that it will only use the Software and Services in accordance with the Documentation and instructions from Sienn and the Additional Usage Conditions from Third Parties.
- 12.3 Client is responsible that the equipment its organisation uses for the Software and Services is adequate and will continue to meet the minimum requirements as provided by Sienn or Third Parties. Client is also responsible for the adequate maintenance of that equipment.
- 12.4 Client has to inform Sienn In Writing of any changes in administrative data at least 30 days before the changes come into effect.
- 12.5 If Client is provided with access to the Software, it needs to observe the following conditions:
- A. Client is at all times fully responsible and liable for the use of the Authentication tools that have been provided/assigned to it or that it has itself generated. Client will only use the Authentication tools for the purpose for which they have been provided.
 - B. As soon as Client knows or has reasons to suspect that the Authentication tools have come into the hands of people who are not authorised or are otherwise misused, Client will inform Sienn at once, without prejudice to the obligations of Client itself to take effective measures.
 - C. Sienn reserves the right to suspend its services to Client (in full or in part) in case of (suspicion of) unauthorized usage or leaking of Authentication tools. Client is responsible for all costs that may result from that unauthorized use and/or misuse and is liable for any damage that Sienn and/or its suppliers suffer as a result.
- 12.6 Until a year after termination of the Agreement, Client will hire none of Sienn's employees or enter into negotiations with those employees, other than after explicit prior permission from Sienn. Until a year after termination of the Agreement, Client will not hire any third party/parties Sienn has employed for the execution of the agreement or enter into negotiations with them or hire them as independent contractors for its business, other than after explicit written permission from Sienn. All this under penalty of forfeiture of an immediately due and payable fine of EUR 20,000.00, to be increased by EUR 2,000.00 per day that the violation continues. Until a year after termination of the Agreement, Sienn will not hire any employee of Client or enter into negotiations with those employees, unless after explicit permission from Client, under penalty of forfeiture of an immediately due and payable fine of EUR 20,000.00, to be increased by EUR 2,000.00 per day that the violation continues.

Article 13. Fee and payment

- 13.1 The fees owed by Client to Sienn for the Service(s) to be delivered are specified in the Agreement.
- 13.2 If no fixed fee has been agreed, the fee will be calculated in retrospect at the applicable hourly rates of Sienn on the basis of the actual (parts of) hours spent working for Client.
- 13.3 If Sienn carries out its activities at the location of Client, (independent of the activities), at least four (4) hours a day will be charged.
- 13.4. If Sienn carries out additional activities at Client's request, those will be calculated in retrospect as additional work carried out by Sienn.
- 13.5 All amounts and rates mentioned by Sienn are in euros, not including VAT and other government levies or fees, as well as excluding travel and accommodation costs.
- 13.6 Sienn reserves the right to adjust its rates and fees annually in accordance with the price index of the Dutch Bureau for Statistics (CBS) for IT-services. In addition, Sienn is at all times entitled to pass on demonstrable price increases by Third Parties and other suppliers to Client.
- 13.7 Unless agreed otherwise, payment has to take place, without settlement, within 14 days after the invoice date. If Client fails to pay on time, Client is legally in default, in which case Client owes the legal trade interest (in accordance with article 6:119a Dutch Civil Code) from the expiration date of the invoice up to and including the day of full settlement, without prejudice to the other rights of Sienn. Any costs, both legal and otherwise (at any rate collection and execution costs), that are incurred by Sienn to force Client to meet its payment obligations, will be charged to Client. The extrajudicial costs are hereby set at 15% of the invoice amount, with a minimum of EUR 350.

Article 14. Warrantee

- 14.1 Client acknowledges that the uninterrupted functioning of the Software and Services depend on external (physical) factors, like internal and external networks, geographical location and buildings. In light of these dependencies, Sienn cannot guarantee that the Software and Services will at all times function free of errors, Defects and interruptions. The Software provide by Sienn is provided in the state in which it finds itself at that time. In the case of any Defects and/or disturbances that occur during the use of the Services, Sienn will do its best to repair and solve those, respectively, in accordance with article 10. Any other liability on the part of Sienn is excluded.

Article 15. Duration, termination and consequences of termination

- 15.1 The initial duration of the Agreement has been determined in the Agreement. If no duration has been defined in the Agreement, the Agreement has a duration of three (3) years. Unless agreed otherwise, the duration of the Agreement at the end of the initial duration each time is automatically extended by one (1) year.
- 15.2 Both parties can terminate the Agreement at the end of the (extended) duration of the Agreement with a notice of at least one (1) month. Premature and intermediate termination of the Agreement by Client is not possible.

- 15.3 Without prejudice of its legal rights, Sienn is entitled to suspend the execution of its obligations or to terminate the Agreement in part or in full extrajudicially without notice of default, without being obliged to pay any restitution or damages if: (a) Client fails to meet its obligations, in time or in full, described in the Agreement; (b) with regard to Client, suspension of payment, provisionally or otherwise, is requested or granted; (c) Client files for bankruptcy or is declared bankrupt; (d) if the enterprise of Client is liquidated or terminated other than for the sake of reconstruction or merger of enterprises.
- 15.4 If Client terminates the Agreement through dissolution and activities have already been carried out to execute the Service by Sienn, those activities and the associated payment obligations will not be the subject of cancellation, unless Client demonstrates that Sienn is negligent in the execution of said activities. Amounts that Sienn has invoiced prior to the dissolution in relation to what it has properly carried out for the execution of a Service, taking into account the stipulations in the previous sentence, are payable in full and become immediately due and payable at the time of dissolution.
- 15.5 After notification of the termination of the Agreement, Sienn will provide any necessary cooperation to ensure a smooth transition to a new system by Client, including, among other things, making all files and data of Client available to Client or a third party to be designated by Client. After termination of the Agreement, for whatever reason or ground, unless explicitly agreed otherwise, Client will immediately stop using all the Software that has been made available and (if applicable) immediately remove any copies from its systems. If the files and data are stored in systems of Third Parties, the abovementioned will apply in accordance with the conditions and restrictions included in the applicable Additional Usage Conditions. The reasonable costs associated with activities in accordance with this article will be paid by Client at the applicable hourly rates of Sienn.

Article 16. Liability

- 16.1 The total liability on the part of Sienn for damages Client suffers because Sienn or a person through whom it is legally liable, is in default in the execution of the Agreement or for any other reason, is limited to the reimbursement of direct damages of at the most the amount paid to Sienn by the insurance, or to the invoice amount (not including VAT). In the case of an Agreement with a term of more than twelve (12) months, the aforementioned compensation is limited to a maximum of the amount that has been invoiced and received by Sienn over the last six (6) months prior to the damage occurring. In no case will the overall liability for direct damage amount to more than EUR 25,000 (twenty-five thousand euros). Direct damages exclusively include:
- A. reasonable costs that Client would have to incur to have the performance of Sienn meet the requirements in the agreement; however, replacement damage will not be compensated if the agreement is dissolved by or at the request of the Client;
 - B. reasonable costs that Client has incurred for being forced to maintain the operations of its old system or systems and any associated provisions because Sienn failed to deliver on a final delivery date that was binding for Sienn, minus any savings as a result of the delayed delivery;
 - C. reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to the immediate damages in the sense of these conditions;

- D. reasonable costs incurred to prevent or limit damage, insofar Client demonstrates that these costs have led to a limitation of immediate damages in the sense of these conditions.
- 16.2 Any liability on the part of Sienn for indirect damages is ruled out. Indirect damages include: consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims by customers of Client, mutilation or loss of data and all forms of damage other than mentioned in article 15.1 for whatever reason.
- 16.3 The limitations to liability described in this article do not apply if the damages to Client are caused by malintent or gross negligent on the part of Sienn.
- 16.4 Sienn can only be liable if Client notifies Sienn at once in the form of a letter, mentioning a reasonable term within which the default can be remedied and Sienn continues to be in default after that term has passed. The notice of default has to include as full and detailed a description as possible of the default, to allow Sienn to respond adequately.
- 16.5 Condition for the existence of any right to damages is at all times that the Client will report the damages to Sienn as soon as possible, and at the latest twelve (12) months after it occurs.
- 16.6 Insofar as persons whose services are used by Sienn in the execution of assignments by Client want to limit their liability in relation to that execution, all assignments given to Sienn include the authority to accept such limitations of liability also on behalf of those persons. Any liability on the part of Sienn for unexpected shortcomings of the persons involved is ruled out.

Article 17. Force majeure

- 17.1 Insofar as it does not already follow from the law, Sienn is not liable for any damages, nor is it obliged to comply with any obligation, if the damages are the result of or if parties are obstructed by force majeure. Force majeure in this context includes: power failure, failure of Internet and/or other telecommunications connections, failures involving the supply of electricity and/or communication networks, computer viruses, illegal acts against Sienn (like hacking) and attributable or non-attributable shortcomings of third parties engaged by Sienn, as well as all other circumstances that are beyond Sienn's control.
- 17.2 If the period of force majeure lasts longer than two (2) months or is certain to last as long, either party is entitled to cancel the Agreement, without having to pay any damages to the other party. In the event of a situation of force majeure, the party invoking it will notify the other party In Writing as soon as possible, under submission of the necessary supporting documents.

Article 18. Intellectual property and indemnity

- 18.1 All intellectual property rights with regard to the Software, Services, Documentation and the (content of) the website(s) of Sienn rest exclusively with Sienn and/or Third Parties. If Sienn develops Software at the behest of Client, the intellectual property rights of that Software rest with Sienn. Client acknowledges those rights and guarantees it will not violate those rights in any way.
- 18.2 If Sienn is prepared to commit to transferring any intellectual property rights, such a commitment can only be entered into In Writing. If parties agree In Writing that intellectual

property rights involving Software specifically developed for Client will be transferred to Client, that will not affect Sienn's right or the possibility to review the components, general principles, ideas underlying the development, use and/or exploit designs, algorithms, Documentation, works, programming languages, protocols, standards, etc., either for themselves or for Third Parties. Nor does the transfer of intellectual property rights affect the right on the part of Sienn to development Software or Services for itself or a Third Party that are similar or derived from those that have been or are being made on behalf of Client. In the event of a transfer as mentioned above, Sienn shall not, without prejudice to its aforementioned rights and possibilities, make the integral final product of the Software specifically developed for Client available to other customers.

- 18.3 Client exclusively acquires a non-exclusive and non-transferable right of use for the duration of the Agreement, subject to the condition that the Client fully meets its obligations under the Agreement - and in the case of a Reseller, of the reseller agreement as well - these General Conditions and any applicable Additional Usage Terms. Unless agreed otherwise, Client can only use the Software and Services made available in and for the benefit of its own organization for the use intended in the Agreement. Any other use, including making the Software and Services available to Third Parties, is not allowed without prior permission from Sienn.
- 18.4 Any reports, models, designs, plans, programmes, source and object codes, specifications, advice, calculations and drawings produced by Sienn within the context of the execution of the Agreement at all times remain the property of Sienn, regardless of whether or not these have been handed over to the Client or to Third Parties. They may not be reproduced, published or transferred any third parties by Client without Sienn's prior permission.
- 18.5 Sienn safeguards Client against any legal action by a third party based on the allegation that the Software provide by Sienn infringes on intellectual property rights in the Netherlands, provided that Client (a) immediately notifies Sienn In Writing about the existence and content of the legal claim; and (b) leaves handling the matter, including any settlements, completely up to Sienn. Client will provide Sienn with the necessary powers of attorney, information and cooperation to defend itself against said legal claims, if necessary on behalf of Client. This obligation to safeguard Sienn expires if the alleged infringement is related to changes Client third parties have made to the Services. If it has been irrevocably established in court that the Software of Sienn infringes any intellectual property rights belonging to a third party, or if, in the opinion of Sienn, there is a reasonable chance that such an infringement will occur, Sienn makes sure if possible that Client can continue using use the Software in question, or functionally speaking equivalent Software, without interruption, for example by modifying the infringing parts or by acquiring a right of use for Client. If, in its exclusive opinion, Sienn is unable, or cannot, otherwise than in a way that is unreasonably (financially) detrimental ensure that the Client can continue using the items in questions without interruption, Sienn will take back the items in question, crediting the acquisition costs after deducting a reasonable usage fee. Sienn will only arrive at that decision within this context after consulting with the Client. Any other or more extensive liability or indemnification on the part of Sienn for the violation of intellectual property rights of third parties is ruled out.

Article 19. Confidentiality

- 19.1 Client is obliged to maintain confidentiality of all confidential information (Software lists, Documentation, benchmark tests, specifications, object codes, source codes and machine-readable copies of the Software, including Authentication Tools) of Sienn and/or Third Parties that it has obtained within the framework of this Agreement or from another source. Information is considered confidential if it has been designated as such by Sienn or if it follows from the nature of the information.
- 19.2 Client will agree the same obligation duty of confidentiality with its employees and/or Third Parties it has hired, who can actually obtain access to the data referred to in the section above, and guarantees Sienn that those employees and/or Third Parties will observe said confidentiality.
- 19.3 Client is obliged to take appropriate technical and organizational security measures to secure (confidential) data from Sienn and Third Parties that it acquires as a result of the execution of the Agreement against loss or any form of illegal processing.

Article 20. Processing personal data

- 20.1 In the execution of the Agreement, the personal data of third parties (for example customers of Client) are processed. Parties agree that, within that context, Client is to be designated as the responsible party and Sienn as the processing party.
- 20.2 Client hereby grants Sienn the assignment to process those personal data on its behalf for the execution of the Agreement. Sienn will only process the personal data within the framework of the assignment resulting from the Agreement and, moreover, process all personal data in accordance with any applicable laws and regulations. Within that context, it will take appropriate technical and organizational measures to protect the personal data involved. Client is aware that Sienn uses the (storage) of from Third Parties for the execution of the Agreement and agrees to that in advance. Insofar as Sienn has (a) Third Party (Parties), such as Microsoft, process the personal data, Sienn will enter into a processing agreement with the Third Party involved.
- 20.3 Client guarantees Sienn that the content, use and/or processing of the data takes place in accordance with applicable laws and regulations, is not illegal and does not infringe upon the rights of any Third Party. Client safeguards Sienn against any legal claim by (a) Third Party (Parties), for whatever reason, in connection with these processing operations involving personal data.
- 20.4 If Sienn (unexpectedly) should be breach of the security measures, Sienn will notify the Client as soon as possible, without prejudice to Sienn's own obligations in that case to put effective measures in place to minimize the adverse consequences resulting from the incident as much as possible and to minimize any further adverse consequences. Sienn keeps a log of the incidents referred to above, as well as of the measures taken to solve such incidents, and provides insight into the incidents and measure at the request of the Client. Insofar as Client deems it necessary to inform the parties involved about one or more of the incidents referred to above, Sienn will provide all reasonable cooperation.
- 20.5 For all other agreements regarding the processing of personal data, see the Agreement.

Article 21. Applicable law, authorized judge

- 21.1 All Agreements and ensuing or related obligations are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly ruled out.
- 21.2 All disputes, arising from or related to the Agreement and these General Terms and Conditions that cannot be resolved by mutual agreement, will be settled by the competent Dutch court where Sienn is located, unless parties agree to mediation or arbitration within the context of a specific dispute.