GENERAL CONDITIONS SaaS

These General Terms and Conditions SaaS apply to every offer or proposal submitted by Staxxer in respect of its Services and form an integral part of every Agreement between Staxxer and the Client. Provisions or terms and conditions stipulated by the Client which differ from or do not appear in these General Terms and Conditions SaaS will only be binding upon Staxxer if and to the extent that they have been explicitly accepted by Staxxer in writing.

MODULE A – GENERAL
MODULE B – DELIVERY OF SOFTWARE-AS-A-SERVICE
MODULE A – GENERAL

ARTICLE 1. DEFINITIONS

1.1.   The terms spelled with capital letters in these General Terms and Conditions SaaS are defined as follows.

1.2.   **Agreement:** any agreement between the Client and Staxxer under which

1.3.   **Staxxer** supplies Services to the Client.

1.4.   **Client**: the natural person or legal entity with whom Staxxer has entered into an Agreement.

1.5.   **Customisation**: the (supplementary) modules developed specifically for the
Client for the use of the Software and which form part of the Software.

1.6.   **End User(s)**: the natural person who has obtained access to the Software and uses the functionalities of the Software under the Client's responsibility.

1.7.   **General Terms and Conditions SaaS**: the provisions set out in this document.

1.8.   Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to knowhow.

1.9.   **Licence**: the non-exclusive, non-transferable and non-sublicensable right of use that has been granted by Staxxer to the Client.

1.10.   **Maintenance**: all Services to be performed by Staxxer intended to lead to lasting optimal operation of the Software and releasing of Updates with regard to the Software, including but not limited to installing those Updates.

1.11.   **Major Updates**: systematic modifications and upgrades of the Software in connection with adding functionalities.

1.12.   **Staxxer**: Staxxer B.V. a company with limited liability established under Dutch Law, registered at the Chamber of Commerce with number: 81738021, with statutory seat in Nijmegen en principle place of business at Gerard Noodtstraat 34, 6511 SW Nijmegen.

1.13.   **Minor Updates**: modifications and updates in the Software in connection with bug fixing, improving the functionality and/or correcting errors.

1.14.   **Module**: a module of these General Terms and Conditions SaaS containing provisions relating to a specific area of activity.

1.15.   **Parties**: Staxxer and the Client jointly.

1.16.   **SaaS**: the software-as-a-service of Staxxer, in which connection Staxxer grants access to the Client. Available in Staxxer's cloud environment.

1.17.   Services: the service(s) that Staxxer will perform for the Client, including but not limited to providing access to the SaaS.

1.18.   **SLA:** the Service Level Agreement concluded separately between Staxxer and the Client in which the agreements on the level, the quality and the method of solving problems with regard to the Services are set out.

1.19.   **Starting Date**: the date on which the Agreement becomes effective and on which the delivery of the service commences.

1.20.   **Support**: all actions to be performed by Staxxer in connection with supporting the communication between the Parties and the performance of the Software, including but not limited to answering the Client's questions concerning the operation of the Software.

1.21.   **Updates**: the Major Updates and Minor Updates jointly.

ARTICLE 2. APPLICABILITY AND ORDER OF PRIORITY

2.1.   The specific Modules are applicable if the Services requested or offered are within the scope of application described in the Module. Where a specific module applies, it prevails over Module A.

2.2.   The definitions as described in Article 1 apply to all Modules of these General Terms and Conditions SaaS, unless a meaning is assigned elsewhere in the Agreement and/or General Terms and Conditions SaaS.

2.3.   In the event of a conflict between the provisions of the Agreement, the General Terms and Conditions SaaS or appendices thereto, the following order of priority will apply:
   a. the Agreement
   b. any processor's agreement that has been concluded;
   c. any appendices (including the data processing agreement);
   d. these General Terms and Conditions SaaS.

ARTICLE 3. PROPOSALS AND FORMATION OF AGREEMENT

3.1.   The Agreement is formed by the written acceptance of the proposal or the offer by the Client.

3.2.   If the Client does not explicitly notifies Staxxer that it agrees to the proposal or the offer, but nevertheless agrees to Staxxer carrying out work that falls within the scope of the description of Services, or gives rise to that impression, the proposal shall be deemed to be accepted. The same applies if the Client requestsStaxxer to carry out certain work, without waiting for a formal proposal to be made.

3.3.   Proposals of Staxxer are non-binding and are valid for the term stated in the proposal. If no term is stated, the proposal shall be valid until thirty (30) days after the date on which the proposal is issued.

3.4.   If the information provided by the Client at the time of the application for the Agreement turns out to be incorrect and/or incomplete, Staxxer has the right to adjust the prices accordingly.

3.5.   The Agreement commences as of the time when notification of the acceptance by the Client is received by Staxxer and/or the Services have been technically delivered to the Client ("the Starting Date"), unless a different Starting Date has been agreed in writing.

ARTICLE 4. PERFORMANCE OF THE AGREEMENT

4.1.   Staxxer will perform the Agreement upon formation to the best of its ability and with due care and professional competence, in accordance with the proposal.

4.2.   The delivery periods stated by Staxxer are always an indication and shall in no case constitute final deadlines.

4.3.   If and where required for the proper performance of the Agreement, Staxxer

is authorised to have certain activities performed by third parties. Any unforeseen additional costs relating to the above will only be borne by the Client if this has been agreed upon in writing in advance..

4.4   Any changes to the Agreement, either at the request of the Client or as a result of the fact that an alternative performance is required, regardless of the circumstance causing this, will be considered to be contract extras if they involve additional costs.

4.5.   These contract extras will be invoiced to the Client accordingly.

ARTICLE 5. OBLIGATIONS OF THE CLIENT

5.1.   The Client is obliged to do and refrain from doing everything that is reasonably required and desired to facilitate the correct and timely performance of the Agreement. In particular, the Client shall ensure that all information, that it is required or with regard to which the Client can reasonably understand that it is required for the provision of the Services, is made available to Staxxer in time. The obligation to perform under the Agreement for Staxxer will not commence until all the data that Staxxer has requested and requires have been received.

5.2.   If the Client knows or can assume that Staxxer will need to take additional or other measures to comply with its obligations, the Client will inform Staxxer thereof without delay.

5.3.   Upon request, the Client shall grant Staxxer access to all locations, services and accounts under its management that Staxxer reasonably requires in order to provide the Services. In special cases it can be agreed that the Client itself enters the necessary data or itself modifies these services or accounts.

5.4.   The Client shall designate a permanent contact person and provide the latter's contact details to Staxxer. The contact person shall act as focal point for consultation concerning all aspects of the Agreement.

5.5   Staxxer shall always be informed without delay of any changes of the contact persons or the contact details that are relevant for the performance of the Agreement.

5.6.   The Client itself shall be responsible for checking the data that is entered by the Client by means of the Services. This check shall include – but not be limited to – checking the quality, accuracy, readability and completeness. Staxxer shall never be liable for loss or damage due to data supplied

incorrectly or incompletely or incorrectly processed data as a result thereof.

5.7. Supplying the data that has been stored by the Client via the Services takes place in full at the Client's own risk. Staxxer is in no case obliged to provide support for exporting or supplying the data.

ARTICLE 6. PROVISION OF MAINTENANCE, UPDATES AND CUSTOMISATION

6.1. If separately agreed by means of an Service Level Agreement (SLA), Staxxer will provide Maintenance to the Client for the proper operation of the Software. Maintenance is expressly not understood to include maintaining the hardware and/or infrastructure on which the Software has been installed. A fee is payable for Maintenance as agreed in the Agreement.

6.2. Staxxer has the right to adapt the Software, in its entirety or in part, in order to improve its functionality and/or to correct errors. From time to time, Staxxer will therefore issue Minor Updates that can rectify errors or improve the operation of the Software. No prior approval from Client or separately agreed SLA is required in order to obtain Minor Updates.

6.3. If separately agreed by means of an SLA, Staxxer will from time to time issue Major Updates that implement systematic modifications and upgrades of the Software in connection with the addition of functionalities.

6.4. For issuing Updates, Staxxer depends on obtaining access to the environment of the Client. If the environment is protected, Updates will not be issued to the Client, unless separately agreed by means of an SLA.

6.5. Staxxer may be dependent on its supplier(s) in carrying out Updates. Staxxer is entitled not to install certain corrections or updates it if believes installing such corrections or updates will not benefit the correct operation of the Software

6.6. Staxxer is entitled to stop providing (components of) the Software with Updates or maintenance.

6.7. The Client can request Staxxer to add modifications and new functionality to the Software. Staxxer is however at all times entitled to refuse such a request for any reason whatsoever.

6.8. If the modifications and/or new functionalities as referred to in the preceding section are developed specifically for the Client, those modifications and/or new functionalities will be considered to be

Customisation. Staxxer is entitled to charge additional costs for performing Customisation.

ARTICLE 7. SUPPORT

7.1.   Staxxer shall endeavour to provide Support upon delivery of the Services in the form of support by telephone or assistance from a distance that in Staxxer's judgment is of a supporting nature and can be carried out swiftly and simply. However, Staxxer provides no guarantees for the response times or extent of support, unless otherwise agreed in the proposal or by means of an SLA.

7.2.   In addition to the Support referred to in section 1,Staxxer is prepared to perform certain other activities for the Client. On the Client's request, Staxxer will prepare a proposal for the activities concerned.

7.3.   Insofar as possible and if applicable, Staxxer will inform the Client of the costs of the Support before the activities are carried out.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

8.1.   The Intellectual Property Rights with regard to the Software, including but not limited to the Intellectual Property Rights to the source code, documentation, look-and-feel, interfaces, (third) party connectors and lay-out shall be vested exclusively in Staxxer or its licensor(s).

8.2.   Nothing in this Agreement is intended to transfer any Intellectual Property Rights to the Client. The use that the Client can make of the Software is limited to what is described in this Agreement. The Client shall not perform any actions that may infringe the Intellectual Property Rights of Staxxer or its licensors, including but not limited to publishing and/or making copies of the Software or licensing or selling it to third parties and registering domain names, trademarks or Google Adwords search terms (keywords) that are similar to or identical with any mark in respect of which Staxxer or its licensors can assert Intellectual Property Rights. The Client acknowledges and accepts that any unauthorised use of the Software, documentation, look-and-feel, interfaces, lay-out or other materials subject to Intellectual Property Rights infringes the Agreement and the applicable legislation.

8.3.   The Client is not permitted to modify the Software in whole or in part,

without the prior permission of Staxxer. Staxxer is always entitled to refuse its permission or to attach conditions to its permission – including conditions concerning the manner and quality of the performance of the modifications requested by the Client. The Client shall bear the entire risk of all changes that it makes, or changes made by third parties on its instructions, whether or not with Staxxer's permission.

8.4.   The Client will exclusively acquire the rights of use and powers expressly assigned in writing under these General Terms and Conditions SaaS, the Agreement or otherwise, and in all other respects the Client will not make copies of or publish the software.

8.5.   Staxxer is entitled not to grant, or to withdraw, the right of use as referred to in the preceding section if the Client has not fulfilled its obligations pursuant to the Agreement.

8.6.   Staxxer is entitled to take technical measures to protect the Software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the Parties. The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.

8.7.   Staxxer can provide software of third parties to the Client and the Software can contain open source software components. The (open source) (licence) conditions of those third parties may be applicable to this while setting aside the conditions from these General Terms and Conditions SaaS. The Client guarantees that it will accept and strictly comply with these conditions of third parties.

8.8.   The Client is not permitted to remove, make unreadable, to conceal or to modify notifications or statements with regard to Intellectual Property Rights.

8.9.   Staxxer shall at no time be obliged to provide (a physical carrier with) the Software in source code or other software used in the development of the Software (whether or not in source code form) to the Client, unless this is necessary for the performance of the Agreement.

8.10.   Any use, reproduction or publication of the Software falling outside the scope of the Agreement or issued Licence is deemed an infringement of the Intellectual Property Rights.

8.11.   The Client shall pay to Staxxer a penalty due and payable immediately amounting to EUR 10,000 for each act of infringement and EUR 1,000 for each

day that the infringement continues, without prejudice to the right of Staxxer to demand compensation for loss or damage as a result of the infringement or to take other legal action for the purpose of terminating the infringement.

ARTICLE 9. PRICES

9.1.   Unless expressly stated otherwise with regard to an amount, all prices referred to by Staxxer are exclusive of turnover tax (VAT) and other duties levied by the government.

9.2.   Updates are included in the fees stated by Staxxer for Maintenance, if an SLA is part of the Agreement. As soon as the Client fails to pay the costs for Maintenance and/or terminates the Agreement concerning the Maintenance, the Client shall no longer be entitled to install (new) Updates.

9.3.   If a price is based on information provided by the Client and the information proves to be incorrect, Staxxer is authorised to adjust the prices accordingly, even after the Agreement has already been formed.

9.4.   Staxxer is entitled to change the prices it applies whenever the Agreement is extended by a maximum increase of five (5) percent. However, if a supplier of Staxxer increases its prices in the interim, Staxxer e is entitled to pass on this increase immediately to the Client on a 1-on-1 basis. Staxxer will provide written notification of price adjustments.

9.5.   Staxxer is entitled to change the pricing conditions in the interim and to charge the Client an additional amount if it turns out that the Client, due to organisational changes, no longer satisfies the conditions determined for him upon entering into the Agreement.

ARTICLE 10. TERMS OF PAYMENT

10.1.   Staxxer shall invoice the Client in advance for any non-recurring amounts payable. The periodically payable amounts will be invoiced to the Client after the end of the period concerned.

10.2.   Staxxer can issue electronic invoices to the e-mail address of the Client as known to Staxxer. The Client accepts this invoicing method.

10.3.   Staxxer will send the Client an invoice for all amounts payable by the Client. Invoices are payable within thirty (30) days after receipt of the invoice and to a Dutch bank account to be designated by Staxxer.

10.4.   If the Client has failed to pay within the due date, the Client will be held in default by operation of law without notice of default being required. If an amount owed is not paid within the payment term, the outstanding amount will be subject to statutory interest without any further notice of default by Staxxer being required.

10.5.   In the event the Client fails to pay by the due date, the Client is obliged to pay any and all judicial and extra-judicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies, in addition to the amount payable and the relevant interest due.

10.6.   In the event that the Client fails to comply with any obligation under the Agreement, Staxxer will be authorised, without any notice of default being required, to suspend the Services, without prejudice to Staxxer's right to compensation of loss or damage, lost profit and interest. The Client is not entitled to any compensation of loss or damage that may arise from this.

10.7.   In the event that the Client is held in default, Staxxer will be authorised to restrict its service provision, for instance by restricting access to the Service and/or the Software, provided it notifies the Client thereof at least 48 hours in advance. The Client is not entitled to any compensation of loss or damage that may arise from this.

10.8.   The demand for payment is due and payable immediately in the event that the Client is declared bankrupt, applies for a suspension of payments, or an attachment is made on all of the Client's capital assets, and furthermore if the Client's business is wound up or Dissolved.

ARTICLE 11. PERSONAL DATA AND SECURITY

11.1.   Staxxer will ensure an appropriate level of security considering the risks involved in processing the data to be protected and the nature thereof. However, this will only apply if and insofar as this data is located in Staxxer's systems or infrastructure.

11.2.   Staxxer has been made a processor's agreement in which additional safeguards have been included with the processor regarding the processing of personal data is part of the Agreement.

ARTICLE 12. LIABILITY

12.1. Except for any warranties and indemnities expressly set forth in these General Terms and Conditions SaaS or the Agreement, Staxxer shall not have any other liability towards the Client.

12.2. In no event shall Staxxer be liable towards the Client for any special, exemplary, indirect, incidental, punitive or consequential damages, losses, costs or expenses whatsoever, including, but not limited to loss of profits, savings or revenue, loss of business, loss of contracts, loss of opportunity, loss of reputation, even if foreseeable or if Staxxer has been advised of the possibility of the incurrence of such damages, losses, costs or expenses.

12.3. To the maximum extent permitted by applicable law and save in cases of serious or intentional fault or gross negligence, the total liability of Staxxer towards the Client shall be limited to the amount that is equal to the fees payable by the Client under the Agreement in the past six (6) months (excluding VAT).). Under no circumstances, however, will the total compensation for direct loss or damage exceed a sum of EUR 10,000 (excluding VAT). This limitation of liability shall remain valid irrespective of whether the act, omission or negligence is due to Staxxer itself or to its personnel or subcontractors, and irrespective of the applicable liability regime, including, but not limited to contractual liability, tort liability and faultless liability.

12.4. Staxxer cannot be held liable for any damages, losses, costs or expenses directly, indirectly or partially resulting from an act, omission or negligence, even if only minor, of the purchaser, its personnel and its subcontractors or of a third party or resulting from incorrect, inaccurate or incomplete information provided by the Client to Staxxer under the Agreement.

12.5. Any claim for compensation for loss or damage by the Client against Staxxer that has not been specified and expressly notified by the Client, shall lapse by the mere passage of twelve (12) months after the claim has arisen.

12.6. Application of Section 6:271 et seq. of the Dutch Civil Code is excluded.

12.7. The Client indemnifies Staxxer against all claims by third parties (including customers of the Client), which involve compensation for damage, costs or interest and bear a relation to the Agreement, the Service and/or the use of the Software.

ARTICLE 13. FORCE MAJEURE

13.1.   Neither Party may be bound to perform any obligation if a circumstance beyond the Parties' control, that could not or should not have been foreseen when the Agreement was entered into, negates every reasonable opportunity to perform.

13.2.   Force majeure shall be understood to include (but not only): failures of public infrastructure that is normally available to Staxxer and on which the delivery of the Services depends, but over which Staxxer has no actual control or in respect of which Staxxer can make no contractual obligation to perform, such as Internet networks with which Staxxer has not concluded a contract; failures of the Staxxer infrastructure and/or Services of Staxxer caused by computer crimes, such as DOS or DDOS attacks or successful or unsuccessful attempts to circumvent network security or systems security; failures of Staxxer's suppliers, which Staxxer was unable to foresee and where Staxxer is unable to hold their supplier liable, because force majeure similarly applied to the relevant supplier, for instance; defective items, equipment, software or other source material, the use of which has been stipulated by the Client; unavailability of staff (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks; and civil commotion.

13.3.   Either of the Parties shall have the right to terminate the contract in writing if a situation of force majeure persists for more than ninety (90) days. In such case, that which has already been performed under the contract will be paid for on a proportional basis without the Parties owing each other anything else.

ARTICLE 14. CONFIDENTIALITY

14.1.   The Parties will treat the information they provide each other before, during or after the performance of this Agreement as confidential if such information has been marked as confidential or if the receiving party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third parties they have engaged to perform the Agreement.

14.2.   Staxxer will not access data stored by the Client and/or distributed by the

Client via Staxxer's systems and/or Software, unless this is required to ensure the proper performance of the Agreement or Staxxer is obliged to do so pursuant to a legal provision or an injunction. In such case, Staxxer will undertake to limit access to the information as far as possible, to the extent that this is within its power.

14.3. The duty of confidentiality also remains in force after termination of the Agreement for any reason whatsoever, and for as long as the party providing the information can reasonably lay claim to the confidential nature of the information.

ARTICLE 15. DURATION AND TERMINATION OF THE AGREEMENT

15.1. The Agreement is entered into for the term stated in the proposal. If no term is stated, the Agreement will be entered into for a period of twelve (12) months. The Agreement can only be terminated prematurely as stipulated in these General Terms and Conditions SaaS, or subject to the approval of both parties.

15.2. If the Agreement is a continuing performance agreement ("duurovereenkomst"), this will in the absence of a written notice of termination, with due observance of the period of notice, be extended by the same period in each instance, unless otherwise agreed in writing.

15.3. Parties shall observe a period of notice of one (1) month.

15.4. Staxxer shall be authorised to terminate the Agreement in full or in part, without notice of default being required, if at least one of the following special grounds applies:

   a. The Client defaults on a obligation pursuant to the Agreement;

   b. The Client has declared that it will not, or will no longer, fulfil its obligations under the General Terms and Conditions SaaS or the Agreement;

   c. The Client is declared bankrupt or files for bankruptcy, is placed under guardianship, ceases or risks having to cease its activities, or otherwise has shown signs of insolvency or insufficient financial means.A petition has been filed for winding up the Client's business.

   d. The Client's activities are halted or wound up.

15.5. If Staxxer suspends compliance with the obligations, this will not affect its statutory rights or rights under the Agreement, including the right to

payment for the Services it has suspended.

15.6.   Upon termination of the agreement, any claims of Staxxer against the Client will become immediately due and payable. In the event that the Agreement is terminated, the amounts already invoiced for the performance already delivered will remain payable without any obligation to nullify. In the event that the Client terminates the Agreement, Staxxer may only terminate that part of the Agreement that Staxxer has not yet performed. If the termination is attributable to the Client, Staxxer is entitled to compensation of any loss or damage arising either directly or indirectly as a result thereof.

15.7.   In the abovementioned cases, the right to suspension applies to all the Agreements with the Client simultaneously, even if the Client is only in default with regard to one Agreement, and without prejudice to Staxxer's right to compensation of loss or damage, lost profit and interest.

15.8.   Staxxer shall never be obliged to provide any compensation for damage owing to notice of termination, dissolution or another method of termination of the Agreement.

15.9.   Via the Service, the Client can at any time access data that the Client stores or processes via the Service. Staxxer is not obliged to provide back-up files to the Client on its own initiative, unless agreed otherwise in writing by means of an SLA.

15.10.   After termination of the Agreement for whatever reason the Client shall cease and not resume any use of the Software. The Client shall remove any back-up file (and any other copies) of the Software from its systems or return them to Staxxer.

ARTICLE 16. AMENDMENTS

16.1.   Staxxer reserves the right to amend or supplement the Services and these General Terms and Conditions SaaS. Amendments also apply to Agreements already entered into, subject to a notice period of thirty (30) days following the announcement of the amendment.

16.2.   Amendments will be announced on the website, or by means of an e-mail to the Client or via another channel that allows Staxxerto prove that the Client received the notice. Non-substantive minor changes can be implemented at all times, without requiring notification.

16.3.   If the Client does not wish to accept an amendment, it must inform Staxxer thereof, in writing, within fourteen (14) days of being notified thereof, stating

reasons. This may give Staxxer cause to review the amendment. If Staxxer does not subsequently retract the amendment, the Client may terminate the Agreement with effect from the date on which the new terms and conditions take effect.

ARTICLE 17. MISCELLANEOUS PROVISIONS

17.1.   The Agreement is subject to Dutch law.

17.2.   All disputes that may arise between Staxxer and the Client shall be submitted to the competent court in the district where Staxxer has its registered office.

17.3.   If any provisions in the Agreement are declared null and void, this will not affect the validity of the entire Agreement. In such case, the Parties will stipulate a new provision or new provisions to replace any such provisions, reflecting the purport of the original Agreement and the General Terms and Conditions SaaS as much as legally possible.

17.4.   At all times, the Parties will inform each other in writing without delay of any changes in name, postal address, e-mail address and telephone number, as well as bank and giro account numbers, if requested.

17.5.   Staxxer can transfer rights and obligations that arise from the Agreement to third parties and the Client hereby agrees irrevocably with such transfer. In the event of such a transfer, Staxxerwill inform the Client thereof. The Client is only authorised to transfer its rights and obligations under this Agreement to a third party with the prior consent of Staxxer. Such consent is not required, however, in the event of a company takeover or the acquisition of the majority of the shares of the relevant party.

MODULE B – DELIVERY OF SOFTWARE-AS-A-SERVICE

ARTICLE 18. USE OF THE SERVICE

18.1.   The SaaS will be made available to the Client as online software service (software-as-a-service) from the Starting Date or any other date agreed in writing. Staxxer shall inform the Client of when the SaaS is made available. The Client itself shall decide how it will use the Service and for which specific purposes.

18.2.   Staxxer shall endeavour to send the login details of the SaaS to the Client as soon as possible after the Starting Date of the Agreement. The Client is aware that loss of these login details can lead to unauthorised access to the SaaS. The Client shall protect the login details against unauthorised access and unauthorised persons.

18.3.   Staxxer hereby grants the Client a non-exclusive and non-transferable right of use for the duration of the Agreement in order to use the SaaS in accordance with the Agreement and these General terms and Conditions SaaS.

18.4.   In particular, the Client must keep the password strictly confidential. Staxxer may assume that everything that takes place from the account of the Client after login with the associated username and password, takes place under the management and supervision of the Client. This means that the Client is liable for all these actions, unless the Client has informed Staxxer that another person knows the password.

18.5.   In the event of suspected misuse of the account, the Client is required to inform Staxxer without delay and the Client is required to change the (login) details.

18.6.   Personal data are processed when using the SaaS. The provisions in Article 11 of these General Terms and Conditions apply to the processing of personal data.

ARTICLE 19. RULES OF USE

19.1.   The Client guarantees that the SaaS will not be used for activities that conflict with Dutch law or other applicable laws and regulations.

19.2.   The Client is only permitted to use the SaaS for its own use or for use by and for its customers. It is expressly prohibited to use the SaaS on behalf of third parties, or to provide access to the account to third parties.

19.3.   In particular, it is prohibited to use the SaaS in such a way that it causes nuisance or inconvenience to third parties. This includes using own scripts or programs to upload or download large quantities of data, or excessive use of the SaaS.

19.4.   In addition, it is prohibited to use the SaaS: to distribute information that is pornographic or erotic (even if this is legal in itself); to distribute information in violation of copyrights, or to place hyperlinks to such Information; to violate the privacy of third parties, for instance by distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unwanted communications.

19.5.   If Staxxer ascertains that the Client has violated the above conditions, or receives a complaint, it will give the Client a warning. If this does not lead to a satisfactory solution, Staxxer itself may intervene to end the violation. In urgent or serious cases, Staxxer may intervene without warning.

19.6.   If, at Staxxers's discretion, the operation of Staxxer's computer systems or network, third-party networks and/or service provision via the internet is obstructed, damaged or otherwise put at risk, in particular as a result of excessive amounts of data being sent, leaked personal data or virus activity, Trojan horses and similar software, Staxxer is authorised to take any reasonable measures it deems necessary to avert or prevent such risk.

19.7.   Staxxer is entitled at all times to report any criminal acts discovered. In addition, Staxxer is authorised to provide the Client's name, address and other identification data to a third party who has complained that the Client has breached its rights or the Agreement, provided that, according to the principles of reasonableness and fairness, the accuracy of the particular complaint is sufficiently plausible and the third party has a clear interest in being provided with these data.

19.8.   Staxxer may recover from the Client any losses or damage suffered as a result of violation of these rules of conduct. The Client indemnifies Staxxer

against all third- party claims pertaining to losses or damage arising from a violation of these rules of use.

ARTICLE 20. AVAILABILITY OF THE SERVICE

20.1.   The SaaS will be performed on the basis of a best-efforts obligation, with no guarantees in uptime, unless and to the extent that Staxxer has pledged an explicit result in the SLA and the relevant result has also been adequately described.

20.2.   Staxxer will make the SaaS available via the internet and ensure that it achieves the best possible response time for this for the Client.

20.3.   Staxxer has the right to take its systems, including the SaaS, in their entirety or in part, temporarily out of operation for the purpose of maintenance (planned or unplanned), adjustment, or improvement. Staxxer will endeavour to ensure that as far as possible any downtime periods are scheduled outside office hours, and will undertake to inform the Client in good time of the scheduling of downtime periods. However, Staxxer is never liable for compensation for damages arising from such downtime periods.

20.4.   Staxxer has the right to adapt its systems, including the SaaS, in their entirety or in part, from time to time in order to improve their functionality and/or to correct errors. If an adjustment causes a considerable change in functionality, Staxxer will undertake to inform the Client of this. In the event of modifications that are relevant to multiple clients, it is not possible to waive a specific modification only for the Client. Staxxer is not liable for any compensation for loss or damage resulting from such a modification.

20.5.   In the event of unavailability of the SaaS due to disruptions, maintenance or other causes, Staxxer will make every effort to inform the Customer of the nature and expected duration of the interruption.

ARTICLE 21. PROCEDURE UPON TERMINATION OF THE AGREEMENT

21.1.   After termination of the Agreement, as a result of cancellation, all data stored for the Client will be kept available until one week after the termination, so that the Client itself can download the data. After this period, all Client data will be deleted, regardless of whether the Client has

downloaded it or not, unless otherwise agreed by means of an SLA. Staxxer is not obliged to provide the Client with back-up files on its own initiative, unless agreed otherwise in writing by means of an SLA.

21.2. The deletion of data stored for the Client will take place as standard without special precautions to make the deletion irreversible, but can on request be carried out, against additional payment, with the use of a software-based data shredder.