

Basefarm General Terms and Conditions

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1. Definitions

The terms used in these General Terms and Conditions shall have the following meanings:

- 1.1 General Terms and Conditions: this document.
- 1.2 **Basefarm:** Basefarm B.V., with its registered office at Schiphol-Rijk and listed in the Commercial Register under number 34128731.
- 1.3 **Customer Portal:** the portal, which can be consulted at <https://customerportal.basefarm.com>, on which the Client can access and request information about the Services or submit notifications.
- 1.4 **Service(s):** all activities that Basefarm carries out or should carry out in connection with the Agreement or any extensions thereof. Amongst other things, Basefarm provides software, hardware and services in the form of cloud services, managed applications, managed (security) services and consultancy services. These services may be provided in collaboration with Partners.
- 1.5 **Materials:** all websites, applications/web applications, visual identities, logos, flyers, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, drafts, images, texts, sketches, documentation, advice, reports and other intellectual creations relating to the Services, as well as the preparatory material thereof and the data carriers on which the Materials are located.
- 1.6 **Client:** the natural person or legal entity with whom Basefarm enters into or has entered into an Agreement.
- 1.7 **Agreement:** an agreement between the Client and Basefarm under which Basefarm supplies the Services to the Client.
- 1.8 **Parties:** jointly refers to the Client and Basefarm.
- 1.9 **Partners:** parties with whom Basefarm collaborates in order to provide the Services to the Client. These can be parties such as HP, Microsoft, Oracle, NetApp, VMware and Amazon. The Services involved may include the supply of hardware, software or (public) cloud services and services.
- 1.10 **SLA:** Service Level Agreement, in which Basefarm links the service level as specifically and measurably as possible to the Services provided.
- 1.11 **Website:** www.basefarm.com
- 1.12 **Changes:** a change in the content, scope or implementation of the Services, or in the conditions with which the Services must comply.

2. Applicability and formation

- 2.1 These General Terms and Conditions apply to all requests, quotes and Agreements relating to the provision of Services by Basefarm or a (100%) subsidiary of Basefarm.
- 2.2 Provisions or terms and conditions stipulated by the Client which differ from or do not appear in these General Terms and Conditions will only be binding upon Basefarm if and to the extent that they have been explicitly accepted by Basefarm in writing.
- 2.3 All offers and no-obligation quotes made by Basefarm are subject to acceptance by Basefarm and valid for 30 days after their date.
- 2.4 An Agreement is formed when a proposal made by Basefarm (for example the quotation or electronic order form) is accepted by the Parties. Acceptance has no prescribed form and may take place both in writing and electronically, whereby it is important that Basefarm can establish the Client's authenticity and representative authority.

3. Compliance, changes and implementation

- 3.1 Basefarm will perform the Agreement, exercising due care and professionalism.
- 3.2 The Parties may implement Changes at the Client's request. Basefarm will always be prepared to make Changes that are necessary to ensure that the Services meet the Client's needs and its statutory obligations. In relation to any proposed Change, Basefarm will provide the Client with all the information that is reasonably important in order to take a well-considered decision regarding this Change. If the Change, as a whole, leads to a material increase in Basefarm's tasks, Basefarm will make a proposal to adjust the price due for the Services. Basefarm will agree to any Change proposed by the Client unless it is unreasonable, and subject to the condition that the parties reach agreement on the consequences of the Change for the price due. Each accepted Change will be implemented according to an agreed schedule. If the Parties agree that Basefarm will provide new Services, or that Basefarm will expand the existing Services, the Parties will agree the applicable conditions in a purchase order, which will be attached to the Agreement as a new appendix. The Changes may also be recorded digitally, for instance in a ticket or email.
- 3.3 During the performance of the Services Basefarm will comply with all relevant laws and regulations that apply to Basefarm. Basefarm will also comply with all relevant obligations that apply to the Client under specific laws and regulations, provided the applicability and implications of these obligations have been discussed between the Parties and Basefarm has been given a reasonable period in which to implement the necessary changes. If there is a change in the existing laws and regulations or new laws and regulations are introduced and Basefarm must change the content of the Services before it can comply with the obligations under this article, the parties will hold reasonable consultations on these changes and the associated reasonable costs.
- 3.4 Basefarm will inform the Client at all times of developments that could materially influence Basefarm's ability to perform the Services in accordance with the applicable regulations.
- 3.5 Basefarm holds ISO 27001 certification and will ensure that it remains certified during the term of the Agreement.
- 3.6 The Client is obliged to do everything that is reasonably required and desired to facilitate the correct and timely performance of the Agreement. In particular, the Client shall ensure that Basefarm is provided in good time with all information that Basefarm has specified it requires or that the Client is expected to realize as required for the performance of the Agreement.
- 3.7 Basefarm is permitted to engage third parties in the performance of the Agreement at its own discretion and under its own responsibility.
- 3.8 If the hardware, software, materials or data on information carriers required for the performance of the Agreement is not made available to Basefarm or made available on time or in accordance with the agreements, or if the Client otherwise fails to meet its obligations, Basefarm shall at all times be entitled to suspend performance of the Agreement and to charge for the resulting costs incurred at its usual rates.
- 3.9 The delivery dates specified by Basefarm will always be solely indicative, unless it is expressly stated that the date is a final delivery date. Basefarm will only be considered to be in default, also with respect to an agreed final delivery date, after the Client has declared Basefarm to be in default in writing, stating details.
- 3.10 The Client will always strictly follow Basefarm's advice (for instance regarding application management or security measures) in order to enable Basefarm to ensure the proper functioning of the Service for the Client or other clients of Basefarm.
- 3.11 Basefarm has the right to maintain the Services. The Service may experience downtime during maintenance. Basefarm always schedules maintenance within fixed service windows (00:00 - 06:00 (CET/CEST)). A notice period of 10 working days and a maximum number of maintenance sessions of 12 per year apply, unless agreed otherwise. Basefarm may carry out emergency maintenance without notice at any time, where

Client will be informed prior or subsequently to the maintenance. Basefarm shall under no circumstances be obliged to pay the Client compensation for preannounced maintenance. Preannounced maintenance does not count as downtime for the purpose of calculating uptime or the availability percentage.

- 3.12 Unless agreed otherwise, each Service will always be deemed to have been delivered correctly as soon as ten (10) working days have passed since the Service was delivered and Basefarm has not received any comments (an overview of error) from the Client. In the event of any defects relating to the Service, Basefarm will endeavor to resolve the defects within a reasonable period.

4. Duration and termination

- 4.1 The Agreement is being entered into for the term stated in the proposal made by Basefarm to the Client (hereinafter: the contract term). This contract term starts on the day on which the aforementioned services proposed by Basefarm are provided to the Client, unless a specific date has been stated in the Agreement. If the contract term is not specified, the Agreement shall be deemed to have been concluded for a contract term of 12 months. Unless agreed otherwise, the Agreement will be renewed automatically each time for a period of 12 months if the Agreement has not been terminated in writing by the other Party at least three months before the end of the contract term. If different Services are purchased within an Agreement, separate start dates apply to these Services, as well, which shall run concurrently with existing services unless otherwise agreed in writing. Therefore, contract terms can run alongside one another and have a different start date and different expiration date. If the Client cancels a Service (or parts of a Service) prior to expiry of the contractual term (minimum or otherwise), Basefarm shall be entitled to the remaining charges that would have been owed if the Agreement had not been cancelled in the interim.
- 4.2 Basefarm has the power to dissolve or suspend the Agreement in full or in part with immediate effect, without judicial intervention, by letter, fax or email and without any obligation to pay compensation or grant indemnification, if:
- a) the Client has not fulfilled the obligations stipulated in the Agreement, or not completed them in full or on time;
 - b) in accordance with Article 12.14, the Client has been requested to provide guarantees in order to fulfil its obligations under this Agreement, and such guarantees have not been forthcoming or are inadequate;
 - c) in the event of the death of the Client, or if an application is made for a moratorium on payments or a bankruptcy or liquidation order;
 - d) any of the Client's assets are seized;
 - e) circumstances arise, the nature of which renders fulfilment of the Agreement unfeasible, or such that Basefarm cannot be reasonably required to maintain the Agreement while unchanged.
- 4.3 If the Agreement is dissolved on the grounds referred to in paragraph 2, Basefarm's claims against the Client will be due and payable with immediate effect.
- 4.4 If the Client or a company affiliated to the Client fails to meet any financial obligation under the Agreement after a twenty (20) day period to cure, Basefarm has the right to suspend performance of all of the Agreements it has concluded with the Client at the same time and without requiring notice of default, notification or judicial intervention, and without prejudice to Basefarm's right to compensation for damage or loss, loss of profit and interest. If the Client or a company affiliated to the Client fails to meet any operational obligation under the Agreement, the period to cure used will be five (5) days. The foregoing also applies to agreements between the Client and Basefarm's parent and sister companies.
- 4.5 If Basefarm suspends fulfilment of the obligations, this shall not affect its statutory rights or any entitlements under the Agreement(s).

- 4.6 In this context, Basefarm is under no obligation to provide the Client with a copy of this data of its own accord. The Client may, however, request a copy prior to or upon termination of the Agreement. In the event that the Agreement is cancelled, terminated or dissolved, for whatever reason, Basefarm is entitled to terminate or revoke access to the Customer Portal and to any accounts associated with the Agreement and to delete all data stored for the Client in Basefarm's systems or render such data inaccessible immediately after the date on which the Agreement expires. If requested in advance by the Client, Basefarm will provide the customer a copy of the data before it will be deleted.
- 4.7 The Client cannot dissolve the Agreement retroactively ([obligation to cancel, Section 6:271 of the Dutch Civil Code](#)).
- 4.8 In the event that the Agreement is cancelled at the Client's request and in accordance with the Agreement, Basefarm will endeavor to facilitate a transfer to another service provide, provided such assistance is requested at the same time as the cancellation. Basefarm will provide such assistance at the hourly rate it applies to the Client at that time.

5. Services

- 5.1 Parties will include the arrangements regarding the availability in an SLA. If the Parties have not concluded an SLA, Basefarm will make every effort to ensure the availability of its systems and networks, and to ensure access to the data it has stored, but is unable to offer any guarantees in this regard.
- 5.2 If explicitly agreed in writing, Basefarm will regularly make back-up files of the data stored by the Client on Basefarm's systems and make these back-ups available to the Client at the Client's request at a fee. With regard to the back-ups, the Client itself is responsible at all times for the request of recovery of the back-ups, reporting actions that may affect (making) the back-ups and verifying the accuracy of the recovered data.
- 5.3 Basefarm will take responsibility for keeping the software it uses for the Services up to date as agreed. Basefarm is dependent on its Partners in this respect. Basefarm retains the right not to install the updates or patches in the event of doubts regarding the consequences for the proper performance of the Service and/or in the event of conflict with other software. A suitable solution will be sought in mutual consultation with the Client.
- 5.4 The Client will refrain from storing and/or distributing (or commissioning the distribution of), material in contravention of the provisions of Dutch law, in any case including but not limited to material that:
- a) is libelous, defamatory, insulting, racist or discriminating, or incites hate;
 - b) infringes third-party rights, in any case including but not confined to copyrights, trademark rights and portrait rights;
 - c) violates the privacy of third parties, in any case including but not confined to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unwanted communications;
 - d) contains hyperlinks, torrents or similar information of which the Client is aware or should be aware that it refers to material that infringes third-party rights;
 - e) (by email) contains unsolicited commercial, charity-related or non-commercial communications; or
 - f) contains malicious content, such as viruses or spyware.
- 5.5 The Client indemnifies Basefarm against all legal claims with respect to data, information, website(s) etc. that have been saved by the Client (see also Article 8 for notice and takedown).
- 5.6 In addition to legal obligations, any damage arising as a result of incompetence or the failure of the Client to act in compliance with the provisions of this article is for the account of the Client.

- 5.7 The Client hereby grants Basefarm a limited license to distribute, store, forward or copy all materials supplied by the Client on the Basefarm systems, in any manner deemed appropriate by Basefarm, but solely to the extent, this is reasonably required for the purpose of Basefarm's fulfilment of the Agreement.
- 5.8 The Client has no access to the configurations made by Basefarm. Unless agreed in writing, Basefarm will not provide the configurations if the Agreement is terminated. Basefarm will delete the configurations. The Client is not entitled to a refund of installation and configuration costs.
- 5.9 The Client is responsible for its customers, suppliers and third parties. Any damage/losses caused by a customer of the Client will be recovered from the Client.
- 5.10 The Client is responsible for the use and the application of the Services within its organization.
- 5.11 If, in the opinion of Basefarm, the operation of the computer systems or Basefarm's network or third-party networks and/or service provision via a network is at risk, in particular as a result of sending excessive amounts of email or other data, inadequate security systems or virus activities, Trojan horses and similar software, Basefarm has the right to take all reasonable measures it deems necessary to avert or prevent such risk or to suspend the Services.
- 5.12 The Client agrees to the Partners' general terms and conditions. Basefarm will inform the Client in advance of the applicability of the aforementioned terms and conditions.

6. Domain names and IP addresses

- 6.1 During the provision or management of domains, Basefarm acts solely as an intermediary between the Client and the registry, or another institution/company responsible for the administration of the central database. Basefarm has no influence on the distribution of domain names. As the rights of third parties may be at stake, Basefarm is not obliged to guarantee the continuity of a registered domain or its right to exist.
- 6.2 The Client declares that the domain name and/or use of the domain will not undermine or infringe the right of third parties and that there are no impediments to the registration of the domain name.
- 6.3 The various domains are managed by different, usually national organizations. All of these organizations have their own general terms and conditions with respect to the registration of the relevant domains and sub-level domains, as well as their own regulations with regard to domain name disputes. If domains are the subject of the contract, the additional terms and conditions of each gTLD (general Top Level Domain) and ccTLD (country code Top Level Domain) will apply. These additional terms and conditions will be made available to the Client for inspection.
- 6.4 All consequences arising from infringement of the Agreement or of the specific domain contracts are the Client's responsibility. Basefarm cannot be held liable in any way for such consequences.
- 6.5 If Basefarm registers a domain name in its own name on the Client's behalf, Basefarm will honor requests from the Client with respect to moving, transferring or terminating this domain name.
- 6.6 The Client will always inform Basefarm immediately, and in any event within five calendar days, and in writing of changes relating to the domain holder's details.
- 6.7 The Client agrees to resolve disputes in accordance with the Dispute Resolution Policies of the responsible organizations.
- 6.8 Basefarm has no control over the registration of IDN domain names (Internationalized Domain Names), and the service could potentially be changed, interrupted or even terminated by the registry without prior notice.
- 6.9 Basefarm is not obliged to guarantee the continuity of the existence or the availability of IDN domain names and registration is therefore at the Client's own risk. The Client acknowledges that the functionality of multilingual domains is not the same as regular domains. The Client also acknowledges that an IDN, as a result of the continuous introduction of new technology, may not work at all.

6.10 The IP addresses made available to the Client remain under Basefarm's management and cannot be transferred in the event of relocation/termination by the Client. Furthermore, multiple Basefarm customers may operate under one IP address. Basefarm has the right at all times to change the IP address or to assign the Client another address.

7. SSL certificates

7.1 If the Service provides for Basefarm mediating on behalf of the Client in the acquisition of one or more SSL certificates, in full or in part, the provisions in this article will also apply.

7.2 Applications for and the issuing of certificates are dependent on and subject to the rules and procedures applied by the relevant supplier for whom Basefarm is providing its mediation service. The supplier in question decides whether to award the certificate, and will carry out the validations deemed necessary for the purpose for which the SSL certificate must apply. The Client consents to this or guarantees that consent has been granted prior to applying for an SSL certificate for a specific website.

7.3 The SSL certificate is valid for the agreed term, unless the SSL certificate is withdrawn early. No refunds will be issued in the event of early withdrawal.

7.4 Basefarm and/or the supplier may in any event withdraw the SSL certificate prior to its expiry in the following situations:

- a) if it emerges that the Client and/or the Client's customer has provided incorrect information for the purpose of obtaining the Certificate; or
- b) if the Client and/or the Client's customer has failed to pay the amount due for the certificate on time; or
- c) if Basefarm and/or the supplier have the opinion that the reliability of the certificate has been compromised.

7.5 The Client is not entitled to a refund of all or part of the fee for the certificate, unless its withdrawal is due to the fact that Basefarm is in default and has failed to remedy the failure within a reasonable period. In this case Basefarm will provide a new SSL certificate to replace the SSL certificate withdrawn prior to its expiry on the above grounds for the remaining term of the Agreement.

7.6 Basefarm will inform the Client before the SSL certificate expires. However, the Client itself remains responsible at all times for renewing its SSL certificates in a timely manner.

8. Notice & Takedown

8.1 If Basefarm is informed by a third party that the website, an application or component and/or functionality of a system administered by the Client or a customer of the Client contains information that, according to this third party, breaches the rights of the third party or otherwise breaches the law (and internal investigation has indicated the reasonable existence of the breach) Basefarm is entitled to terminate the Service that connects the website, application or component and/or functionality of this system to Basefarm's network with immediate effect if it is plausible that publication of the information constitutes a breach of the law. If the website or system component and/or functionality is on Basefarm's hardware, Basefarm will remove the relevant information from its system with immediate effect. In addition Basefarm needs to terminate the Service immediately when receiving a subpoena.

8.2 If required by law, Basefarm is also entitled to provide the personal data of the Client to a third party or to the competent authorities.

8.3 Basefarm will notify the Client of an application as referred to in the first paragraph, unless the request is coming from a public authority or Basefarm is lawfully bound to secrecy.

- 8.4 In the event the information concerns information that may constitute a criminal offence, Basefarm is entitled to report this information to the authorities. Basefarm may also, if required by law, submit all relevant information on the Client and the information concerned to the competent authorities and perform all other acts that these authorities ask Basefarm to carry out as part of the criminal investigation or that Basefarm itself deems necessary for its own investigation.
- 8.5 Basefarm will under no circumstances be liable for damage or losses of any nature whatsoever incurred by the Client or its customers as a result of (unauthorized) termination of the Service or as a result of removal of the information or the provision of personal details.
- 8.6 The Client indemnifies Basefarm against any type of claim, complaints or proceedings by a third party in connection with (the content of) the data traffic or information provided by the Client on its website or a website of one of the Client's customers.

9. Personal data

- 9.1 The information supplied to Basefarm by the Client upon a request for supply of the Services, as well as the information which is processed automatically and, if necessary, stored when the Services are used, contain personal data. Basefarm shall comply with applicable conditions when processing and securing data.
- 9.2 In the event of payment arrears, Basefarm shall be entitled to transfer all data relevant to conduct collection referred to in the previous paragraph to persons or agencies which Basefarm has engaged for collection.
- 9.3 Basefarm shall 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 these data are located in Basefarm's systems or infrastructure or under Basefarm's control.
- 9.4 Insofar as Basefarm has access to personal data for which the Client is responsible, Basefarm shall process such personal data only if instructed to do so by the Client. If the Client wishes Basefarm to process those personal data for specific purposes, the Client shall enter into a processor's agreement with Basefarm in which all the processing operations required are detailed. Basefarm shall use a model processor's agreement for this.
- 9.5 The Client shall ensure that it enters personal data relating to the Services only in a manner that is fully compliant with the law.
- 9.6 If the Client is required by a legal obligation, for example pursuant to the Personal Data Protection Act, to adjust, delete or hand over data stored in Basefarm's systems, Basefarm shall facilitate this to the best possible extent. The costs for the relevant activities may be invoiced to the Client separately.

10. Audit

- 10.1 The Client is entitled during the contact term to conduct an audit to establish whether Basefarm is complying with its obligations, subject to a notice period of 14 working days.
- 10.2 At the Client's request, Basefarm will provide an independent auditor appointed by the Client with access to the relevant information relating to the Agreement and to the location that is required to determine whether Basefarm is complying with its obligations under this Agreement. The Client will under no circumstances appoint a third party who is directly or indirectly employed by or associated with a competitor of Basefarm.
- 10.3 If the audit inspection shows that Basefarm is failing to comply with a specific obligation adequately, on time or in full, Basefarm will eliminate this shortcoming as soon as reasonably possible and remedy the shortcomings at its own expense.
- 10.4 The costs of the audit will always be borne by the Client. The cost for cooperating in the audit will be borne by Basefarm. In the event there appears to be no shortcoming, the Client will compensate Basefarm for the time spend to facilitate the audit at Basefarm's usual hourly rate.

11. Customer Portal and contact details

- 11.1 Each action performed by the Client using the Customer Portal is deemed to take place under the Client's risk and responsibility. If the Client suspects or should reasonably suspect that the Customer Portal environment is being misused, the Client must report this to Basefarm as soon as possible to enable the latter to take measures.
- 11.2 The Client declares that the email addresses supplied to Basefarm (for instance on entering into the Agreement) are correct and are under the sole control of the Client. The Client also declares that it wishes information about the Agreement to be sent to the email address provided. The Client will be deemed to have received an email from Basefarm at the time the email reaches the Client's server. The Client itself is responsible for the configuration of this (mail) server, including but not limited to the spam filter or the email account authorizations.

12. Prices and payment

- 12.1 Unless explicitly stated otherwise, all prices mentioned by Basefarm are expressed in euros and are exclusive of value-added tax and other duties levied by the government. If the Parties have agreed prices in a currency other than euros, exchange rate fluctuations are at the Client's risk and expense.
- 12.2 All prices given in any offer or quotation are subject to programming and typing errors.
- 12.3 If a price in a quotation is based on information provided by the Client and the information proves to be incorrect and/or incomplete, Basefarm has the right to adjust the prices accordingly, even after the Agreement has already been concluded. Any Remuneration received by Basefarm will be paid by means of a credit invoice unless the Parties agree to another invoicing method.
- 12.4 Unless agreed otherwise, the one-off advance fee will be charged on entering into the Agreement. Periodic amounts will be invoiced by Basefarm in advance on a monthly basis. Volume components will be invoiced in arrears.
- 12.5 Payments are due 30 days after the invoice date.
- 12.6 Basefarm is entitled to revise the prices that apply to this Agreement each calendar year based on the Dutch Central Bureau of Statistics (CBS) Price Index for 'negotiated wages, contractual wage costs and working hours; indexes (2013=100) for 70-74 business services' with the status in the second quarter of the calendar year prior to the calendar year to be amended, by a minimum of 2 percent. This indexation may be carried out without this entitling the Client to terminate the Agreement.
- 12.7 Basefarm may increase electricity tariffs and rates for services via Basefarm's suppliers, including Partners, at any time during the contract term without this entitling the Client to terminate the Agreement.
- 12.8 If Basefarm wishes to reduce the applicable prices and rates, Basefarm is entitled to implement this reduction with immediate effect, without this entitling the Client to terminate the Agreement.
- 12.9 Basefarm will agree to a specific quantity of volume components (e.g. data traffic, storage, CPU, memory and power) per month with the Client, which the Client may use in the context of the Service. If this quantity is exceeded, Basefarm is entitled to charge additional costs according to the volume prices stated in Basefarm's proposal. Basefarm accepts no liability for the consequences of the inability to send, receive, store or modify data if an agreed limit has been reached.
- 12.10 In the event of failure to pay, the Client is in default from the moment of the final payment reminder. Basefarm is then entitled to charge the Client the full amount due, plus interest on the amount owed calculated from the due date at 1% per month, or, if higher, the statutory commercial interest rate.

- 12.11 Notwithstanding the above, all costs associated with the collection of outstanding amounts – both judicial and extrajudicial (including lawyer, enforcement agent and collection agency fees) – shall be borne by the Client.
- 12.12 If the Client fails to pay on time, the Agreement may be suspended. This means that the Services may be suspended. Basefarm may charge the Client for the resulting hours incurred by Basefarm, and charge an administration fee for the suspension and any unblocking. The Client must continue to pay any periodic amounts owed during the blocking.
- 12.13 The Client is not entitled to offset any of its payment obligations with any amount owed by Basefarm, for whatever reason.
- 12.14 If Basefarm has reasonable doubts regarding the Client's ability to meet its payment obligations, Basefarm is entitled to request a bank guarantee or surety, or to require a security deposit. The deposit amount will not exceed the amount over a period of six (6) months.

13. Retention of title

- 13.1 If and to the extent that the Agreement provides for any transfer of ownership from Basefarm to the Client, all goods supplied will remain Basefarm's property until such time as Basefarm has received full payment on the total amount agreed. No intellectual property, including copyright, shall be transferred by Basefarm to the Client under any circumstances, unless explicitly agreed otherwise in writing.

14. Intellectual property rights

- 14.1 Basefarm or its licensors shall hold all intellectual property rights to all of the Materials developed or made available within the context of the Services. The Agreement shall not be deemed to provide for the transfer of Basefarm's intellectual property rights to the Client unless the Agreement stipulates such unequivocally and no other interpretation is possible.
- 14.2 The Client shall acquire the exclusive user rights and powers explicitly assigned in writing under these General Terms and Conditions, the Agreement or otherwise, and in all other respects the Client shall not reproduce or publish the software, Services or other Materials.
- 14.3 The Client shall not be permitted to remove or modify any markings relating to copyrights, trademarks, trade names or other intellectual property rights from the Materials, including markings relating to the confidential nature and secrecy of the Materials.
- 14.4 Basefarm shall be permitted to take technical measures to protect the Materials. If Basefarm has used technical measures to protect the Materials, the Client shall not be permitted to remove or circumvent the relevant protection.
- 14.5 Client or its customers shall remain its registered intellectual property rights to all of the data processed with the Services.

15. Liability

- 15.1 The liability of one party for direct damage suffered by the other party as a result of an attributable shortcoming in the fulfillment by one party of its obligations under the Agreement, for whatever reason, including expressly also any shortcoming in the performance of a guarantee obligation agreed with the other party, or by unlawful acts of one party, its employees or third parties engaged by it, is limited per event or a series of related events and limited per contract year to an amount equal to the total fixed monthly fees under the Agreement during the six months preceding the event to be paid to Basefarm by Client, or, in so far as no six months have elapsed since the commencement date of the Agreement, an amount equal to the total

fee owed by the Client for the first three months of the Agreement. In no event shall the total liability of Basefarm for direct damages, on any legal basis, exceed € 500,000 (five hundred thousand euros). Direct damages are exclusively understood as:

- a) reasonable costs that a party would have to incur in order to have the other party's performance comply with the agreement; however, these costs will not be compensated if the agreement is dissolved by or on the demand of the Client.
- b) reasonable costs incurred by the Client for the longer-term maintenance of its old system or systems and associated facilities as Basefarm has not delivered on a delivery date that is binding for him, minus any savings resulting from the delayed delivery;
- c) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these conditions;
- d) reasonable costs incurred to prevent or limit damage, insofar as the party sustaining the damage demonstrates that these costs have led to the limitation of direct damage within the meaning of these conditions.

- 15.2 Basefarm's liability for indirect damage or any other form of damage is completely excluded, which also includes loss of income or profit, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, damage due to business interruption and immaterial damage, all that the Client suffers as a result of omissions or negligence of Basefarm's employees or representatives, and regardless of whether Basefarm has been informed of the possibility or likelihood of such damage.
- 15.3 Without prejudice to the foregoing, Basefarm will not be liable for any bodily injury or death as a result of its negligence, insofar as such liability can be excluded under applicable law. If and insofar Basefarm cannot exclude liability for such damage under the applicable law, it will be limited to the amount of € 1,000,000 (one million euro) per event, whereby a series of related events counts as one event.
- 15.4 The exclusions and limitations of liability of Basefarm described in articles 15.1 through 15.3 do not affect the other exclusions and limitations of liability of Basefarm described in these General Terms and Conditions.
- 15.5 The limitations of liability referred to in paragraphs 1 and 2 shall lapse if and insofar as the damage is the result of intent, conscious recklessness or negligence of the responsible party.
- 15.6 Basefarm is not liable for damage caused by or related to software applications of third parties, Client, Partners, or of damage resulting from the use of applications in violation of license conditions or purposes for which the relevant application is intended.
- 15.7 A party's liability for attributable shortcoming in the fulfillment of the Agreement arises only if one party gives the other party immediate and proper written notice of default, setting a reasonable period for the purification of the shortcoming, and also after that term attributable in the fulfillment of his obligations remains inadequate. The notice of default must contain as detailed a description as possible of the shortcoming, so that the other party is able to respond adequately.
- 15.8 A condition for the existence of any right to compensation is always that one party reports the damage to the other party in writing within 30 days of the occurrence thereof.
- 15.9 The Client indemnifies Basefarm against all third-party claims and fully compensates Basefarm for this. The Client also indemnifies Basefarm against claims relating to non-compliance with obligations by the Client and/or third parties (including regulators, such as the Dutch "Autoriteit Persoonsgegevens" and the "Autoriteit Consument & Markt") that fall under the responsibility of the Client.
- 15.10 Basefarm has adequate professional liability insurance. Basefarm will keep itself adequately insured during the term of the Agreement.

16. Force majeure

- 16.1 None of the parties shall be bound to fulfil any obligation if they are prevented from doing so as a result of force majeure.
- 16.2 Force majeure affecting Basefarm shall be understood to mean any circumstance beyond Basefarm's control preventing it entirely or partially from fulfilling its obligations towards the Client or which mean Basefarm cannot reasonably be expected to fulfil such obligations, irrespective of whether that circumstance should have been foreseen when the Agreement was entered into. These circumstances shall in any case include:
- a) emergencies (such as extreme weather conditions, fire and lightning strikes);
 - b) disruptions within the telecommunications infrastructure and Internet that are beyond Basefarm's control, including (D)Dos attacks;
 - c) failures by parties on which Basefarm is dependent in respect of the provision of the Services;
 - d) faultiness of items, equipment, software or Materials that the Client has required Basefarm to use;
 - e) Government measures.
- 16.3 If a force majeure situation lasts for more than four weeks, each of the parties shall be entitled to terminate the Agreement prematurely. In such an event, that which has already been performed under the Agreement shall be paid for on a proportional basis without the parties owing each other anything else.
- 16.4 In the event of force majeure, the Client shall not be entitled to any compensation (such as for loss).

17. Personnel

- 17.1 The Client shall provide employees of Basefarm who are carrying out activities at the Client's offices for the purpose of supplying Services with all the assistance they require to be able to perform their activities.
- 17.2 For as long as the relationship between the Client and Basefarm lasts, as well as one year after the expiry thereof, neither party shall not be permitted to employ the other's employees, or have them work for it in any other way, directly or indirectly, without the prior written consent of infringed party. In this context, employees shall be understood to be people who are employed by a party within the term of this Agreement. A reasonable request may not be turned down by either party.

18. Confidentiality

- 18.1 The Parties shall treat as confidential any information which they provide to each other before, during and after the performance of the Agreement if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The Parties shall also impose this obligation on their employees as well as on any third parties they have engaged to perform the Agreement.
- 18.2 Basefarm shall not access the information stored by the Client and/or distributed via Basefarm's systems unless this is required for the proper performance of the Agreement, or if Basefarm is obliged to do so pursuant to a legal provision or an injunction. In that case, Basefarm shall undertake to limit access to the information as far as possible, to the extent that this is within its power.
- 18.3 The obligation to maintain confidentiality shall also remain in force after the termination of the Agreement, irrespective of the reason, and for as long as the party providing the information can reasonably claim that the information is confidential.

19. Changes

- 19.1 If the Client wishes to make a change to the Agreement, it may submit a request to this end. The procedure and conditions for changes are the same as those that apply to the formation of the Agreement, unless stated

otherwise. It is possible to request or make certain changes to the Agreement via the Customer Portal environment in so far as the functionality within the environment allows the changes.

- 19.2 Basefarm must be notified immediately of any change in name, address, registered office, invoice address or legal form. Basefarm may impose additional conditions with regard to acceptance of the consequences of a change in legal form.
- 19.3 Basefarm retains the right to make unilateral changes or additions to the Services, these General Terms and Conditions and SLAs, including in relation to existing Agreements. Contractual amendments also apply with respect to Agreements already concluded subject to a term of 30 days following the announcement of the amendment via the Customer Portal, the Website or by electronic notification. Minor changes can be implemented at any time.
- 19.4 If the change(s) referred to have a significant negative impact on the (application of) the Services or the Client's position, the Client may terminate the Agreement on the condition that Basefarm receives notice of termination prior to the date on which the change takes effect or within 10 days of Client being notified. The Client is not entitled to compensation of any damage or loss resulting directly or indirectly from the change in the Services.

20. Transfer of rights, use by others

- 20.1 Neither party cannot transfer all or part of its obligations under the Agreement to third parties without the other's prior written consent. Conditions are subject to this consent.
- 20.2 If the Client allows employees or third parties to use the Services, such use will be regarded as use by the Client for the purpose of determining the Client's obligations. The Client will ensure that these natural persons or legal entities are subject to the same obligations as those imposed on the Client, and the Client is fully liable towards Basefarm for their actions.

21. Final provisions

- 21.1 The Agreement and all the legal relationships to which it gives rise or which are related to it shall be governed solely by the laws of the Netherlands.
- 21.2 Unless mandatory rules of law provide otherwise, all disputes arising from or related to this Agreement shall be submitted to the Amsterdam District Court, with the provision that Basefarm shall be entitled also to submit the dispute to the court having jurisdiction on other grounds. The parties first use their executives to resolve the issue.
- 21.3 If any provisions in this Agreement turn out to be null and void, the validity of the Agreement as a whole shall remain unaffected. In such a case, for the purpose of replacing any such provisions the Parties shall stipulate a new provision or new provisions reflecting the purport of the original Agreement and the General Terms and Conditions as far as possible on a legal basis.
- 21.4 Information and announcements on the Website are subject to software and typing errors.
- 21.5 The version of any communications (including log files) received or stored by Basefarm shall be regarded as authentic, subject to proof to the contrary to be provided by the Client.
- 21.6 For the purpose of promoting its services, Basefarm shall have the right to demonstrate to third parties that it provides the Client with Services, and which Services it provides, unless reasonable interests on the Client's part render this unacceptable or it has been agreed otherwise in writing.
- 21.7 All legal claims of the Client under this Agreement shall lapse – with the exception of mandatory legal provisions – after the expiry of one year, to be calculated from the date on which fulfilment of the obligations arising from the Agreement between the parties became demandable. This article shall not affect the standard time limit for Basefarm's claims.