

Terms and Conditions Ionite B.V.

These general terms and conditions apply to all offers and agreements resulting therefrom between Ionite B.V. in Amersfoort, Dutch Chamber of Commerce 84418745 (hereinafter referred to as: "Ionite") and its counterparties (hereinafter referred to as: "Client").

Provisions or conditions set by the Client that deviate from, or do not appear in, these general terms and conditions are only binding on Ionite if and insofar as expressly accepted in writing.

1. Quotation and acceptance

1.1. Ionite will prepare a quotation in which Ionite indicates which work ("the Services") Ionite offers to perform, what is included in the Services and what amount will be due. Only the description of the Services stated in the offer is binding.

1.2. In general, the Services include configuration and installation of software, Consultancy, provision of custom software, remote support, creation of custom software, and anything related thereto. Other work will only be performed if this is stated in the quotation.

1.3. A quotation is entirely without obligation and valid 14 days after sending, unless otherwise indicated in the quotation. Ionite can never be obliged to accept an acceptance after this period, but if Ionite does so, the quotation is still accepted.

1.4. The agreement is concluded at the moment when the notification containing acceptance of the offer by the Client is received by Ionite. This notification can be made by e-mail.

1.5. If the Client does not explicitly indicate that it agrees with the quotation, but nevertheless agrees, or gives the impression, that Ionite performs work that falls within the description of the Services, then the quotation is considered to be accepted. This also applies if the Client requests Ionite to perform certain activities without waiting for a formal quotation.

1.6. Changes to the Services are only possible with the consent of both parties, except as otherwise provided in these terms and conditions.

1.7. Ionite will make a suitable offer for requests for additional work.

2. Delivery of the Services

2.1. After the agreement has been concluded, the Services will be performed by Ionite as soon as possible in accordance with the quotation, taking into account reasonable wishes of the Client.

2.2. The Client is obliged to do and not do everything that is reasonably desirable and necessary to enable a correct and timely performance of the Services. In particular, the Client shall ensure that all data, which Ionite indicates are necessary or which the Client

should reasonably understand to be necessary for the performance of the Services, are provided to Ionite in a timely manner.

2.3. Client will provide Ionite with access to all places, services and accounts under its control (such as web hosting accounts) that Ionite reasonably needs to provide the Services.

2.4. Ionite guarantees that the Services are performed carefully, properly and as well as possible.

2.5. Ionite is entitled, but never obliged, to investigate the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and to suspend the agreed work upon discovery of any imperfections until the Client has removed the relevant imperfections.

2.6. Unless otherwise agreed, Ionite is not a party to the provision of services from third parties, such as software licenses or hosting that are required for Services, even if Ionite purchases these services for the benefit of the Client. For software licenses supplied as a Service, it depends on the supplier whether Ionite is the contractual counterparty of the Client or the supplier. Ionite will provide adequate information about this.

2.7. Ionite has the right (temporarily) not to provide the Services or to a limited extent if the Client does not fulfill an obligation towards Ionite with regard to the agreement or acts in violation of these general terms and conditions.

2.8. Ionite will make every effort to respond to a request from the Client as quickly as possible, but cannot make concrete promises about times, unless otherwise agreed in the quotation.

3. Remote Support Provisions

3.1. Remote support is provided by telephone, e-mail and other mutually agreed channels.

3.2. At the request of the Client, Ionite will propose software with which computers to be supported can be accessed remotely. It is the Client's responsibility to ensure that its network and security environment allows this software to work.

3.3. If it appears that remote support does not lead to a satisfactory solution or is not feasible given the nature of the problem, Ionite will consult with the Client to find a solution on location.

4. Development of works

4.1. If a Service extends to the development, configuration and/or adaptation of Works such as websites, data files, software, documentation, advice, reports, analyses, designs, texts, photos, films, sound recordings, images, audiovisual material, logos or house styles (hereinafter : "Works"), unless otherwise agreed, Ionite has the right to use images, software and components from third parties in the development, configuration or modification of Works.

4.2. Ionite is permitted to use open source software, the rights of which lie with third parties. This means, among other things, that Ionite may supply open source software to the Client and may process open source software in Works that Ionite creates or adapts in the context of a Service. If the license of certain open source software entails that the Client can only distribute (parts of) the software as open source, Ionite will sufficiently inform the Client about all applicable license conditions.

4.3. After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the Works developed at the Client.

5. Delivery and acceptance

5.1. After the execution of work or parts thereof, Ionite will deliver the result if it meets the specifications or is suitable for use in Ionite's professional opinion.

5.2. The client must then evaluate and approve or reject the delivered goods within fourteen days of delivery. If the Client does not reject the delivered within this period, the delivered will be deemed to have been accepted.

5.3. If work is delivered in phases, the Client must approve or reject the part of the work of that phase after completion of each phase in the manner specified in the previous paragraph. The Client may not approve or reject the work in a later phase based on aspects that have been approved in a previous phase.

5.4. If the Client rejects the delivery in whole or in part, Ionite will endeavor to remove the reason for rejection as soon as possible. Ionite can do this by revising the result or by stating why the reason does not hold. The client then again has fourteen days to approve or reject the revision or motivation.

5.5. If the Client continues to reject in whole or in part after the revision or motivation, Ionite is entitled to charge additional costs for all subsequent revisions. Ionite will indicate at a revision whether additional costs will be due for subsequent revisions.

5.6. If a party indicates that it does not consider further revisions useful (anymore), both parties are entitled to terminate the agreement for the relevant Service. In that case, the Client will reimburse the hours actually worked by Ionite, with a maximum of the amount offered for the rejected work.

5.7. After acceptance of the delivered item, any liability for defects in the delivered item lapses, unless Ionite knew or should have known the defect at the time of acceptance. In any case, any liability for defects expires one year after termination of the Agreement for whatever reason.

6. Intellectual Property Rights

6.1. All intellectual property rights to all Services or Works developed or delivered under the agreement rest exclusively with Ionite or its licensors. Rights can only be transferred to the Client if explicitly stated in the offer or in a separate agreement.

6.2. The Client will only acquire the rights of use and powers that arise from the scope of the agreement or that are granted in writing and for the rest, the Client will not reproduce or make public the Works or other results of the Services materials.

6.3. The Client is entitled to make changes to Works that it acquires the right of use.

6.4. Ionite will make the source files (such as image, website or software source code) of Works developed as custom work available to the Client after payment of the relevant invoice or invoices.

6.5. The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the materials or from Works that it is licensed, including indications regarding the confidential nature and secrecy of the materials.

7. Pricing and Payment

7.1. For all work, Ionite will invoice monthly, based on the hours worked, unless otherwise agreed.

7.2. Ionite will send an electronic invoice to the Client for the amounts owed by the Client.

7.3. The payment term for invoices is fourteen days after the date of the invoice, unless a longer payment term is indicated on the invoice. If the Client does not pay on time, it will be in default by operation of law after the expiry of this period without notice of default being required. If an amount due is not paid within the payment term, the statutory interest will be owed on the outstanding invoice amount.

7.4. If the Client believes that (part of) an invoice is incorrect, it must report this to Ionite within the payment term. The payment obligation of the disputed (but not the rest) is suspended until Ionite has investigated the report. If, after investigation by Ionite, it appears that the dispute was unjustified, the Client must still pay the disputed amount within the original payment term.

7.5. In the event of late payment, in addition to the amount owed and the interest due thereon, the Client is obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and collection agencies. In particular, Ionite is entitled to charge administration costs of €50 in this case.

7.6. The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium or if assets of the Client are seized in full, if the Client dies, goes into liquidation, or is dissolved.

8. Confidentiality

8.1. The parties will treat information that they provide to each other before, during or after the execution of the agreement confidentially if this information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the agreement.

8.2. Ionite will make every effort to avoid taking cognizance of data that the Client stores/or distributes via the hardware or software to which the Services relate, unless this is necessary for the proper execution of the agreement or Ionite is obliged to do so by virtue of a statutory provision or court order. In that case, Ionite will make every effort to limit the knowledge of the data as much as possible, insofar as this is within its power.

8.3. Ionite may use the knowledge we have gained during the execution of the agreement for other assignments, insofar as no information from the Client becomes available to third parties in violation of the obligations regarding confidentiality.

8.4. The obligations under this article also survive termination of the agreement for any reason, for as long as the party providing the information can reasonably claim the confidential nature of the information.

9. Liability

9.1. Ionite is only liable towards the Client in the event of an attributable shortcoming in the fulfillment of the agreement and exclusively for replacement compensation, i.e. compensation for the value of the failed performance.

9.2. Any liability of Ionite for any other form of damage is excluded, including, among other things, additional compensation in any form whatsoever, compensation for indirect or consequential damage, damage due to lost turnover or profit, damage due to loss of data as well as damage due to exceeding terms as a result of changed circumstances.

9.3. In the event of liability under the first paragraph, the maximum amount that Ionite is obliged to reimburse will be equal to the amount owed for the relevant Service. This maximum amount will lapse if and insofar as the damage is the result of intent or gross negligence on the part of Ionite.

9.4. The liability of Ionite due to an attributable shortcoming in the fulfillment of the agreement only arises if the Client gives Ionite immediate and proper notice in writing, whereby a reasonable period is set to remove the shortcoming, and Ionite does not remove the shortcoming within that period. The notice must contain as detailed a description as possible of the shortcoming, so that Ionite is able to respond adequately.

9.5. In the event of force majeure, which in any case includes disruptions or failures of the internet, the telecommunications infrastructure, power failures, internal disturbances, mobilization, war, blockage in transport, strike, exclusion, business - and export barriers and in the event that Ionite is not enabled to deliver by its own suppliers, for whatever reason, as a result of which fulfillment of the agreement cannot reasonably be expected from Ionite, the execution of the agreement will be suspended or the agreement terminated if the force majeure situation has lasted longer than ninety days, all without any obligation to pay compensation.

10. Duration and cancellation

10.1. The agreement is entered into for the term stated in the offer. The agreement can only be terminated prematurely as stipulated in these general terms and conditions, or with the

consent of both parties. The Client can terminate the agreement prematurely against payment of a lump sum payment equal to the hours worked at the hourly rate applicable within Ionite.

10.2. After cancellation, termination or dissolution for whatever reason, Ionite is entitled to delete all data stored by itself for the benefit of the Client with immediate effect after the date on which the agreement ends. In that case, Ionite is not obliged to provide the Client with a copy of this data.

10.3. The agreement ends automatically if a party is declared bankrupt, applies for a moratorium or if assets are seized in full, dies, goes into liquidation, or is dissolved.

11. Changes to Agreement

11.1. After acceptance, the agreement may only be amended by mutual consent.

11.2. However, if the agreement is a continuing performance agreement, Ionite is entitled to unilaterally adjust or extend these general terms and conditions once per calendar year. To this end, it must notify the Client at least two months before the adjustments or extensions will take effect. However, changes to the general terms and conditions can never set a specific agreement aside.

11.3. If the Client objects within this period, Ionite will consider whether it wishes to withdraw the objectionable adjustments or extensions or not. Ionite will inform the Client of this decision. If Ionite does not wish to withdraw objectionable adjustments or extensions, the Client has the right to cancel the agreement as of the date that these will take effect.

11.4. Ionite may make changes to these terms and conditions at any time if they are necessary due to changed legal regulations. The Client cannot object to such changes.

11.5. The above arrangement also applies to prices.

12. Final Provisions

12.1. Dutch law applies to this agreement. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of this agreement will be submitted to the competent Dutch court for the district in which Ionite is located.

12.2. If any provision of this agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original agreement and these general terms and conditions as much as is legally possible.

12.3. In these terms and conditions, "in writing" also includes e-mail and communication by fax, provided the identity of the sender and the integrity of the content are sufficiently established. The parties will endeavor to confirm the receipt and content of communication by e-mail.

12.4. The version of any communication received or stored by Ionite is considered to be authentic, unless the Client provides proof to the contrary.

12.5. Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written consent of the other party. Contrary to this, Ionite is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.