

# General Terms & Conditions

February 2023



 it's us

FRANZ ZIEGLERSTRAAT 2  
1087HN AMSTERDAM

TEL.: +31 (0) 20 560 59 00  
CHAMBER OF COMMERCE NUMBER: 34127361

## **CHAPTER 1: GENERAL PROVISIONS**

### **1. APPLICABILITY**

- 1.1. These general terms and conditions apply to all offers and agreements pursuant to which "It's Us" delivers goods and/or services to the Client. "It's Us" refers to It's Us B.V. (Chamber of Commerce number 34127361), Franz Zieglerstraat 2, 1087HN, Amsterdam.
- 1.2. As clarity about the agreements is important, deviations from and additions to these general terms and conditions are only valid if they have been agreed between the parties in writing. The purchasing or other conditions applied by the Client are therefore not applicable.
- 1.3. If any provision of these general terms and conditions is invalid or is declared void, the other provisions will remain fully in force. If this is the case, It's Us and the Client will consult concerning new or replacement provisions.
- 1.4. These general terms and conditions and the agreements between It's Us and the Client are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is expressly excluded.

### **2. INFORMATION IN ADVANCE**

- 2.1. In order to be able to make suitable offers, it is very important that the Customer provides correct and complete information to It's Us; It's Us bases its offers on that data. The Customer guarantees the correctness and completeness of the information provided to It's Us by or on behalf of the Customer.

### **3. FINANCIAL AGREEMENTS**

- 3.1. Unless expressly stated otherwise, all prices are exclusive of turnover tax (VAT) and other government and other levies. All prices indicated by It's Us are always stated in euros and the Client will make all payments in euros.
- 3.2. A cost estimate or budget issued by It's Us is without obligation unless the parties have agreed otherwise in writing. A budget communicated to It's Us by the Client does not apply as a fixed price agreed between the parties, unless expressly agreed otherwise in writing.
- 3.3. In the event the Client consists of multiple natural persons and/or legal persons according to the agreement concluded between the parties, each of those legal or natural persons will be jointly and severally obliged towards It's Us to perform the agreement.
- 3.4. The information from It's Us' records constitute evidence of the performances to be delivered by It's Us as well as the amounts owed by the Client in this connection. The Client is free to produce evidence to the contrary.
- 3.5. If the Client fails to pay an invoice or fails to comply with another payment obligation following a demand or notice of default, It's Us will have the right to pass the claim on for collection. If this is the case, the Client will also pay all judicial and extrajudicial costs in addition to the total amount due plus late payment interest. These costs also include all costs of external experts. The Client does not have the right to set off.
- 3.6. In the event the performance of an agreement is delayed due to the fact that the efforts, cooperation, or task performance on the part the Client set out in the agreement in question was not provided or was caused otherwise by the Client, the costs that arise from that delay will be for the account of the Client.
- 3.7. It's Us has the right to retain data, documents, software and/or data files received or realised within the context of the agreement until the Client has paid all amounts owed to It's Us despite an existing obligation to surrender or transfer, unless this is not permitted pursuant to mandatory statutory provisions.
- 3.8. Activities or other performances carried out or delivered by It's Us at the request or with the prior approval of the Client, which are not part of the content or scope of the agreed activities and/or performances, will be paid by the Client in accordance with the agreed rates. It's Us' customary

rates apply if no rates have been agreed. It's Us is not obliged to comply with such a request and may demand that a separate written agreement is concluded for this purpose.

- 3.9. In the event a fixed price was agreed for the services, It's Us will inform the Client in writing of the financial consequences of those additional activities or performances as referred to in this article, if such is requested by the Client.
- 3.10. Rates are increased annually in line with the inflation index but only after written announcement / confirmation by It's Us.

#### **4. CONFIDENTIAL INFORMATION**

- 4.1. Each party ensures that all information received from the other party that a party knows or should reasonably know to be confidential remains secret. This prohibition does not apply if the disclosure of that information to a third party is necessary pursuant to a court decision or arbitral award, a statutory regulation or, as regards It's Us, is necessary for the proper performance of the agreement on the part of It's Us. The party that receives confidential information will only use it for the purpose for which it was provided. Information is considered confidential in any event if it has been designated as such by the disclosing party.
- 4.2. The Client is aware that the software, systems, and documentation provided by It's Us or kept available by It's Us are always confidential in nature and that these contain or may contain business secrets belonging to It's Us, its suppliers or the producer of the software, systems, and documentation.

#### **5. NO TAKEOVER OF EMPLOYEES**

- 5.1. The parties have agreed that during the term of the agreement and for one year after it has ended, they will only employ or otherwise have work for them, directly or indirectly, employees of the other party who are or were involved in the performance of the agreement, following consultation and after payment to the other party of an appropriate, reasonable compensation for all recruitment, selection, and training costs. That compensation is set at a minimum of €10,000 unless this is not permitted on the basis of mandatory statutory provisions.

#### **6. PROCESSING PERSONAL DATA**

- 6.1. If the agreement concerns the processing or exchange of personal data, It's Us and the Client will conclude an agreement to that effect.

#### **7. RISK AND INFORMATION SECURITY**

- 7.1. The risk of loss, theft, embezzlement or damage to goods, data, including usernames, codes and passwords, documents, software, or data files that were created, delivered, or used within the context of the performance of the agreement passes to the Client at the moment they have been placed under the effective control of the Client or an auxiliary person of the Client.
- 7.2. In the event It's Us is obliged to arrange for information security pursuant to the agreement, such security will comply with security specifications agreed in writing between the parties. It's Us does not guarantee that the information security is effective in all circumstances. If the agreement does not set out expressly how security is arranged, the security will be of a level that is not unreasonable, given the state of the art, the sensitivity of the data and the costs related to the implementation of the security. It's Us is ISO27001 and NEN7510 certified.
- 7.3. Access or identification codes and certificates provided to the Client by or on behalf It's Us will be confidential and will be treated as such by the Client and will be disclosed exclusively to authorised members of staff of the own (Client) organisation. It's Us has the right to change the access or identification codes that have been allocated.
- 7.4. The Client will secure its own systems and infrastructure adequately and always have antivirus software in operation.

## **8. ACCEPTANCE**

- 8.1. Following delivery, It's Us will send the Client a delivery statement for its signature. The Client declares by signing that the matters delivered complies with and functions as agreed by the parties. This acceptance does not reduce any obligations on the part It's Us on the basis of any agreed guarantee scheme or a maintenance or management agreement, such as a Service Level Agreement (SLA).
- 8.2. The Client is not allowed to refuse acceptance for reasons unrelated to the specifications agreed expressly and in writing between the parties and is not allowed to refuse acceptance either on the basis of minor errors that do not reasonably preclude operational or functional commissioning. Furthermore, acceptance may not be refused due to aspects that can only be assessed subjectively, such as aesthetic aspects of user interfaces. Acceptance means that it is established between the parties that It's Us has complied sufficiently with its obligations to make available and deliver the products and services as set out in the agreement.
- 8.3. The parties have agreed that in the event not delivery statement has been signed functionalities that have been delivered are considered approved and delivered following a period of two months unless the Client has lodged a detailed, written objection with It's Us within that period.

## **9. OWNERSHIP AND INTELLECTUAL PROPERTY**

- 9.1. All goods delivered to the Client remain the property of It's Us until all amounts owed by the Client to It's Us on the basis of the agreement concluded between the parties have been paid in full to It's Us.
- 9.2. In relevant cases, rights are granted or transferred to the Client subject to the condition that the Client has paid all amounts pursuant to the agreement.
- 9.3. Agreements to transfer intellectual property rights are only valid if they were concluded in writing, not including by e-mail. In the event It's Us transfers intellectual property rights, such will not affect the right or possibility on the part of It's Us to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards, and suchlike that form the basis for the development of the work, without limitation for other purposes, either for its own benefit or for the benefit of third parties. In the event an intellectual property right is transferred, It's Us will have the right to continue to perform developments for itself or a third party that are similar to or derived from those that have or will be developed for the Client.
- 9.4. All intellectual property rights developed on the basis of the agreement or works made available to the Client, such as software, data files, training materials, analyses, designs, documentation, reports, offers, advice, as well as materials in preparation thereof, are vested exclusively in It's Us or its licensors or its suppliers. The Client acquires the rights of use conferred expressly in these general terms and conditions, the agreement, and the law. A right of use vested in the Client is not exclusive, cannot be transferred, pledged, or sublicensed.
- 9.5. Even if the agreement does not expressly provide for this, It's Us will always be allowed to implement technical facilities to protect materials subject to intellectual property rights in connection with an agreed limitation regarding the contents or duration of the right of use in respect of these materials. The Client will not remove these technical facilities or have them removed or circumvent them or have them circumvented. The Client will not remove or have removed indications regarding the confidential nature or concerning copyrights, trademarks, tradenames, or other intellectual property rights from the works.
- 9.6. It's Us indemnifies the Client against all claims from third parties based on the assertion that materials developed by It's Us itself, including software, data files, written documents, infringe an intellectual property right of that third party, subject to the condition that the Client informs It's Us immediately of the existence and content of the claim leaves the settlement of the case to It's Us. Reaching settlements will also be left to It's Us. The Client will grant It's Us the necessary powers of attorney, information, and cooperation to this end. This obligation to indemnify ends if the

alleged infringement concerns (i) materials made available to It's Us by the Client for the purpose of use, modification, processing, or maintenance, or (ii) changes the Client made or caused to be made to the software, website, data files, equipment, or other materials without the written approval of It's Us. If it is established irrevocably judicially or in arbitration proceedings that the materials developed by It's Us itself infringe any intellectual property right belonging to a third party or in the event It's Us considers that there is a real possibility that such an infringement will occur, It's Us will ensure, if possible, that the Client will be able to continue using the delivered or functionally similar software, data files, equipment, or materials. Any other or further obligation to indemnify on the part of It's Us in connection with an infringement of an intellectual property right held by a third party is excluded.

- 9.7. The Client ensures that third-party rights do not preclude the making available to It's Us of applications, materials, data files, designs, and suchlike for the purpose of use, maintenance, modification, installation, or integration with other systems, as set out and referred to in the agreement. The Client indemnifies It's Us against all claims from third parties based on the assertion that such making available, use, maintenance, modification, installation, or integration infringes any rights of that third party.
- 9.8. It's Us is never obliged to carry out data conversion unless this was agreed expressly and in writing with the Client.

## 10. COOPERATION

- 10.1. The parties acknowledge and agree that the success of an IT project depends on the commitment of both parties and sound proactive mutual cooperation by both parties and communication between the parties and that the realisation of a successful result is a shared responsibility and not the ultimate responsibility of only It's Us. The parties will always render each other all cooperation that is necessary within reason. Both parties will designate contact persons for the purpose of continuity and sound cooperation. The contact persons must have the necessary experience, specific knowledge of and insight into the subject matter required for the performance of the agreement.
- 10.2. Without prejudice to the provisions of paragraph 1 above, the parties may lay down a certain division of duties in the agreement.
- 10.3. Each party will carry out its tasks with sufficient quality, quantity and in time. In the event a party establishes that the other party does not make a sufficient effort, this party will notify the contact person of the other party thereof in writing.
- 10.4. The Client bears the risk of the selection of the goods and/or services to be delivered by It's Us. Dimensions and data indicated in drawings, images, catalogues, websites, offers, advertising materials, standard sheets, and suchlike do not bind It's Us, unless expressly indicated otherwise by It's Us.
- 10.5. In the event the Client deploys employees and/or auxiliary persons in the performance of the agreement, such employees and auxiliary persons will have the expertise and experience required for the performance of the agreement. In the event It's Us employees perform activities at the Client's location, the Client will arrange for the necessary facilities, such as a workspace with computer and network facilities, in time and free of charge. It's Us is never liable for damage or costs resulting from transmission errors, breakdowns, or unavailability of these facilities unless the Client demonstrates that this damage or these costs result from intent or gross negligence on the part of It's Us.
- 10.6. The workspace and facilities will comply with all applicable statutory requirements. The Client indemnifies It's Us against claims from third parties, including It's Us' employees, who sustain damage in connection with the performance of the agreement that results from the acts or omissions of the Client or from unsafe situations within its organisation. The Client will communicate the internal and safety regulations that apply within its organisation to the employees deployed by It's Us in a timely manner.

- 10.7. In the event the Client makes software, equipment, or other resources available to It's Us in connection with the It's Us services and products, the Client will guarantee that all licences or approvals relating to these resources It's Us may require are obtained and that the most recent version of that software is always made available.
- 10.8. The Client is responsible for management, which includes checking the settings, and the use of the products and/or services delivered by It's Us as well as the manner in which the results of the products and services are used. The Client is also responsible for issuing instructions to, and the use of, users.
- 10.9. The Client will install, set up, parameterise, tune the required (auxiliary) software on its own equipment and, if necessary, adjust the equipment, other (auxiliary) software and user environment, and realise the interoperability requested by the Client by means of the platform(s), equipment or systems made available by the Client.
- 10.10. The Client will comply in time with all project requirements and/or preparations that are relevant to the start of the activities. Insofar as the Client fails to do so in time and the activities have already been scheduled by It's Us, the scheduled days will be charged to the Client if the activities cannot be carried out.
- 10.11. In the event both parties take part in a project or steering group with one or more employees deployed by them, the provision of information will take place in the manner agreed for the project or steering group.
- 10.12. Decisions made within a project or steering group in which both parties participate only bind the parties if the decision-making takes place in accordance with the written agreements between the parties or, if no written agreements were made in this connection, if It's Us has accepted the decisions in writing. It's Us is never obliged to accept or implement a decision if it considers this incompatible with the content and/or proper performance of the agreement. The Client guarantees that the persons designated by it for participation in a project or steering group are authorised to make decisions that bind the Client.
- 10.13. In order to enable proper performance of the agreement, the parties will always provide each other in time with all data or information reasonably requested by the other party.
- 10.14. The Client guarantees the correctness and completeness of the data, information, designs, and specifications provided by it or on its behalf to It's Us. In the event the data, information, designs, or specifications provided by the Client contain errors apparent to It's Us, It's Us will enquire about this with the Client.

## **11. PLANNING**

- 11.1. In the event the planning or part of the planning is about to be exceeded, It's Us and the Client will consult to discuss the consequences of the planning being exceeded for the further planning.
- 11.2. In all cases, therefore also in the event the parties have agreed on a final (delivery) term or (delivery) date, It's Us will not be in default in connection with exceeding the term until after the Client has given it written notice of default, whereby the Client gives It's Us a reasonable term to remedy the defect and this reasonable term has ended. The notice of default must include a description of the failure that is as complete and detailed as possible so that It's Us is able to respond adequately.
- 11.3. If it was agreed that the agreed activities would be performed in a phased manner, It's Us will have the right to postpone the start of the activities that belong to a phase until the Client has approved the results of the preceding phase in writing.
- 11.4. It's Us is not bound by a final or other (delivery date or (delivery) term if the parties have agreed on a change to the contents or scope of the agreement (additional work, change to the specifications etc.) or a change to the approach to the performance of the agreement or if the Client fails to comply with its obligations arising from the agreement or fails to do so in time or completely. The fact that (a demand for) additional work arises during the performance of the agreement can never constitute a ground for the Client to terminate or dissolve the agreement.

## **12. TERMINATION OF AN AGREEMENT**

- 12.1. The provisions of paragraphs 2 and 3 of this article apply supplementary to or in derogation from the statutory regulations regarding dissolution.
- 12.2. Unless compliance with future obligations has become permanently impossible, the parties only have the right to terminate the agreement in case of an attributable failure to perform if the other party attributable fails to comply with material obligations under the agreement after the other party was given written notice of default that was as detailed as possible, which notice provided a reasonable term to remedy the failure. Payment obligations on the part of the Client and all obligations to cooperate and/or provide information on the part of the Client or a third party engaged by the Client apply as material obligations.
- 12.3. In the event the Client already received deliverables in implementation of the agreement at the moment of dissolution, these deliverables and the related payment obligations will not be subject to reversal unless the Client proves that It's Us is in default in respect of the material part of those deliverables. Amounts invoiced by It's Us before dissolution in connection with the part of the agreement that was already performed will continue to be owed in full with due observance of the provisions of the previous sentence and become immediately due and payable at the moment of dissolution.
- 12.4. Agreements which by their nature and content do not end as a result of performance (a 'continuing performance contract') or that have been concluded for an indefinite period can be terminated in writing by either of the parties in consultation while stating the reasons therefor. A notice period of three (3) months applies if no (other) notice period was agreed between the parties. The parties will not be obliged to pay any compensation in connection with termination. With the exception of the cases referred to in paragraph 5, a continuing performance contract concluded for a definite period cannot be terminated prematurely by the Client, insofar as necessary in derogation from the provisions of Article 7: 408 paragraph 1 of the Dutch Civil Code.
- 12.5. Each party has the right to terminate all or part of the agreement in writing and with immediate effect if the other party is granted a provisional or permanent suspension of payment, in the event the other party's bankruptcy is applied for, if the business of the other party is liquidated or terminated other than for the purpose of a reconstruction or joining of businesses. It's Us has the right to terminate all or part of the agreement with immediate effect if decisive control over the Client's business changes directly or indirectly. A party is never obliged to refund any amounts already received or to pay any compensation in connection with the termination referred to in this paragraph. In the event the Client has been declared bankrupt irrevocably, the Client's right to use the software, systems, platforms, and other cloud environments and suchlike made available will end immediately as well as the Client's right to access and/or use the services provided by It's Us or its suppliers, without such requiring an act of termination on the part of It's Us.

## **13. LIABILITY**

- 13.1. It's Us' total liability on any legal basis whatsoever, including an obligation to indemnify or the breach of a guarantee obligation, is limited to reimbursement of direct damage up to at most the price stipulated for the agreement in question (exclusive of VAT). If the Agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated for that agreement is set at the total of the payments stipulated for one year (exclusive of VAT). It's Us' total liability for direct damage, on any legal basis whatsoever, will never amount to more than €100,000 (one hundred thousand euros).
- 13.2. It's Us' total liability for damage resulting from death, physical injury or in connection material damage to goods never exceeds €1,250,000 (one million two hundred and fifty thousand euros).
- 13.3. It's Us' liability for indirect loss, consequential loss, lost profit, missed savings, reduced goodwill, loss resulting from business interruption, loss resulting from claims from the Client's purchasers, loss related to the Client's use of items, materials or third-party software prescribed by It's Us and loss relating to engaging suppliers prescribed by It's Us to the Client, is excluded. Liability on the

part of It's Us in connection with the corruption, destruction or loss of data or document is also excluded.

- 13.4. The exclusions and limitations of It's Us' liability set out in article 12.1 up to and including 12.3 do affect the other exclusions and limitations of It's Us' liability set out in these general terms and conditions in any way.
- 13.5. The exclusions and limitations referred to in article 12.1 up to and including 12.4 lapse if and insofar as the damage results from intent or deliberate recklessness on the part of It's Us' management.
- 13.6. Unless performance on the part of It's Us has become permanently impossible, It's Us' liability in connection with an attributable failure to perform an agreement only arises if the Client gives It's Us written notice of default without delay, providing It's Us a reasonable term to remedy the failure, and It's Us continues to fail to comply with its obligations also after that term.
- 13.7. The creation of any right to compensation is always subject to the condition that the Client notifies the damage to It's Us in writing as soon as possible after it arises. All claims for compensation against It's Us lapse as a result of the passage of twenty-four months after the claim arises, unless the Client has submitted a claim for compensation of damage before that term has ended.
- 13.8. The Client indemnifies It's Us against all claims from third parties in connection with product liability as a result of a defect in a product or system delivered by the Client to a third party and that consisted in part of equipment, software, or other materials delivered by It's Us, unless and insofar as the Client proves that the damage was caused by that equipment, software, or those other materials.
- 13.9. The provisions of this article as well as all other limitations and exclusions of liability referred to in these general terms and conditions also apply for the benefit of all natural and legal persons engaged by It's Us in the performance of the agreement.

#### **14. FORCE MAJEURE**

- 14.1. Neither party is obliged to comply with any obligation, including a statutory and/or agreed guarantee obligation, unless it is prevented from doing so as a result of force majeure. Force majeure on the part of It's Us includes in any event among other things: (i) force majeure on the part of It's Us' suppliers, (ii) failure to comply properly with their obligations on the part of suppliers prescribed by the Client to It's Us, (iii) defectiveness of goods, equipment, software or materials owned by third parties whose use has been prescribed to It's Us by the Client, (iv) an attributable failure to comply with its obligations on the part of another supplier, including Exact, towards the Client, (v) government measures, (vi) power failures, (vii) disruptions to the internet, data network or telecommunications facilities, (viii) war and (ix) general transport problems.
- 14.2. If a situation of force majeure lasts for more than sixty days, each party will have the right to dissolve the agreement in writing. The matters already performed on the basis of the agreement at that time will be settled on a pro rata basis, without the parties owing each other anything otherwise.

#### **15. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 15.1. The Client is not allowed to sell, transfer, or pledge its rights and obligations under an agreement without the prior, written approval of It's Us. It's Us has the right to sell, transfer or pledge its entitlement to payment of compensations to a third party.

#### **16. DISPUTES**

- 16.1. As it is better to resolve rather than settle disputes, the parties will first attempt to resolve by means of mediation any dispute they failed to resolve themselves. Mediation will take place before the Foundation for the Resolution of ICT Disputes ([www.sgoa.org](http://www.sgoa.org)) in accordance with the applicable SGOA regulations. Each party is obliged to participate actively in the mediation and to



attend in any event at least one joint meeting of the mediators in order to give this form of extrajudicial dispute a settlement a chance of succeeding. Disputes that have arisen with respect to these general terms and conditions or in connection with the agreement concluded between the parties and/or further agreements that arise therefrom will be settled by means of arbitration in accordance with the SGOA Arbitration Regulations ([www.sgoa.org](http://www.sgoa.org)). The parties reserve the right to request (arbitral) preliminary relief and to implement precautionary measures.

## **CHAPTER 2: SERVICES**

In addition to the general terms and conditions, the provisions of this 'Services' chapter apply in the event It's Us provides services of any kind to the Client, which have or have not been elaborated in one of the other chapters of these general terms and conditions.

### **17. PERFORMANCE**

- 17.1. It's Us will endeavour to the best of its ability to provide its services with due care, in accordance with the agreements and procedures laid down in writing with the Client. Unless indicated otherwise, all It's Us services are provided on the basis of a best-efforts obligation and on the basis of close cooperation with the Client. There can only be an obligation to deliver a certain result if that result is described and determined in sufficient detail and provided the realisation of that result does not depend in part on (timely) efforts and cooperation on the part of the Client.
- 17.2. It's Us is not liable for damage or costs that are the result of the use or abuse made of access or identification codes or certificates unless the abuse is the direct result of an intentional or deliberately reckless act or omission on the part of It's Us' management.
- 17.3. If the agreement was concluded with a view to performance by one specific person, It's Us will always have the right to replace this person by one or more person with the same and/or similar qualifications.
- 17.4. In the event instructions or requests from the Client change or supplement the content or scope of the agreed services, the parties will consult regarding the consequences thereof for the planning and costs.

### **18. SERVICE LEVEL AGREEMENTS**

- 18.1. Any agreements concerning a service level (Service Level Agreement) are always agreed expressly and in writing. The parties will always inform each other concerning all circumstances that have or could have an impact on the service level and its availability.
- 18.2. In the event agreements were reached concerning a service level, the decommissioning announced in advance by It's Us in connection with preventative, corrective or adaptive maintenance or other forms of service, and circumstances beyond the control of It's Us are not taken into account in the calculation of the availability of software, systems, and related services. The availability measured by It's Us applies as conclusive evidence, subject to evidence to the contrary produced by the Client.

### **19. BACK-UP AND ACCESS TO DATA**

- 19.1. The Client is responsible for creating backups, unless expressly agreed otherwise in writing.
- 19.2. If the parties agreed that It's Us will create backups of Client data pursuant to the agreement, It's Us will create a full backup of the Client data in its possession in accordance with the agreed backup periods. It's Us will create a full backup of the data that are in its possession in the event the parties have not agreed a backup period. It's Us will retain the backup for the agreed term and It's Us will retain the backup for a term of ninety days if no agreements were made concerning the retention of the backup. It's Us will retain the backup with due care.
- 19.3. The Client remains responsible for compliance with all of its statutory administration and retention obligations. During the term of the agreement, It's Us will always grant the Client access to the Client's data upon request, provided It's Us has control over these data and always with due observance of the procedures and regulations applied by the third parties on whose systems the data are located.

### **20. USE OF THE INTERNET**

- 20.1. The Client will always act towards third parties with due care and lawfully. More in particular, the Client will respect the intellectual property rights and other rights of third parties, respect the privacy of third parties, not disseminate data in contravention of the law, it will not gain

unauthorised access to systems, not spread viruses or other harmful programmes or data and refrain from committing criminal offences or breaches of any other statutory obligation.

- 20.2. In order to prevent liability towards third parties or to limit the consequences thereof as much as possible, It's Us always has the right to implement measures in case of an act or omission on the part or for the account of the Client. At It's Us' first written request, the Client will immediately remove data and/or information from the It's Us system, failing which It's Us will have the right, at its discretion, to remove the data and/or information itself or render it inaccessible. It's Us furthermore has the right to deny the Client access to its systems with immediate effect and without prior notification if the Client breaches or is about to breach the provision of article 19.1. The matters set out above do not affect any other measures or It's Us' exercise of other statutory and contractual rights towards the Client. If this is the case, It's Us will also have the right to terminate the agreement with immediate effect, without being liable towards the Client as a result.
- 20.3. It's Us cannot be expected to form an opinion concerning the validity of the claims from third or the Client's defence or to be involved in any way in a dispute between a third party and the Client. The Client will be obliged in such cases to deal with the third party in question and to inform It's Us in writing and properly substantiated with documents.

## **21. SUPPORT**

- 21.1. In case a support agreement is signed between parties, It's Us will advise by telephone or e-mail about the use and functioning of Exact software and/or Coretix.
- 21.2. Exact software is defined as Exact Globe (+), Exact Synergy and Exact Online.
- 21.3. Additional software such as TVM or Scan Sys is explicitly excluded from regular support.
- 21.4. If the requested support relates to applications other than Exact Software and/or Coretix, a paid consultant will be planned. Article 17 shall apply to that appointment.
- 21.5. It's Us can set conditions for the qualifications of, and the number of people who can make use of the support.
- 21.6. It's Us will process duly substantiated requests for support within a reasonable period of time in accordance with the procedures used by It's Us.
- 21.7. It's Us does not guarantee the accuracy, completeness or timeliness of any responses or support provided.
- 21.8. The It's Us support team can be reached on weekdays between 09:00 and 17:00.
- 21.9. It's Us is not responsible or liable for performance issues that can be traced back to, or are caused by the online services provided by third parties or suppliers.
- 21.10. It's Us has no obligation to recover mutilated or lost data.

## **CHAPTER 3: CLOUD SERVICES**

In addition to the general terms and conditions and the provisions of the 'Services' chapter, the provisions of this Cloud Services chapter apply in the event It's Us provides services under the name or in the area of Software-as-a-Service (also referred to as: SaaS) and/or Infrastructure-as-a-Service (IaaS) and/or Platform-as-a-Service (PaaS). For the purpose of application of these general terms and conditions, SaaS is defined as: the remote provision to and keeping available by It's Us or a third-party supplier of software to the Client via the internet or via another data network, without providing the Client with a physical carrier holding the software in question. IaaS is defined as the virtual provision and keeping available of network and other equipment via the internet as a service. PaaS is defined as offering the hardware and the operating system via the internet as a service. Hereinafter, SaaS, IaaS, and PaaS are referred to jointly as 'the Cloud Service'.

### **22. PERFORMANCE**

- 22.1. It's Us provides the Cloud Service exclusively on the Client's instructions. The Client must not allow third parties to use the cloud services provided by It's Us.
- 22.2. In the event It's Us performs activities relating to data of the Client, its employees, or users, pursuant to a request or authorised order from a government agency or in connection with a statutory obligation, all related costs will be charged to the Client.
- 22.3. It's Us has the right to make changes to the scope of the Cloud Service. If this results in a change to the procedures that apply at the Client, It's Us will inform the Client as soon as possible. The costs of this change are for the account of the Client. If this is the case, the Client will have the right to terminate the agreement in writing effective as from the date on which the change enters into effect, unless this change is related to changes in relevant legislation or other instructions issued by the competent authorities or in the event It's Us assumes the costs of this change.
- 22.4. It's Us may continue the provision of the SaaS service by means of a new or changed version of the software. It's Us is not obliged to maintain, change, or add certain characteristics or functionalities of the service or software specifically for the Client. It's Us is never obliged to provide the Client with a physical carrier containing the software to be made available to the Client and to be held within the context of the SaaS service.
- 22.5. It's Us has the right to decommission all or part of the Cloud Service on a temporary basis for preventative, corrective or adaptive maintenance or other forms of service. It's Us will ensure that the decommissioning does not last longer than is necessary and have it take place outside office hours if possible.
- 22.6. It's Us' provision of the Cloud Service commences in the manner and at the moment set out in the agreement. The Client ensures that it acquires the facilities required for use of the Cloud Service in time.

### **23. GUARANTEE**

- 23.1. It's Us is unable to guarantee that the software and/or infrastructure and/or equipment and/or operating systems (hereinafter: 'components') to be kept available within the context of the Cloud Service are free from errors and operate without interruption. It's Us endeavours to remedy errors and breakdowns in the components within a reasonable term if the defects in question have been reported to It's Us by the Client in a detailed manner and in writing. As regards components from third parties, It's Us depends on the efforts and response times of those third parties and the Client cannot demand further efforts and response times from It's Us. In such cases, It's Us will be able to postpone the remedy of the defects in components until a new version is commissioned. It's Us is unable to guarantee that all defects in components will be remedied and/or that errors, defects, and breakdowns in third-party components, such as Exact, will be remedied. It's Us has the right to install temporary solutions or programme bypasses or problem-avoiding restrictions in the components.

- 23.2. The Client will analyse the risks to its organisation and implement measures if necessary on the basis of the information provided by It's Us concerning measures intended to prevent and limit the consequences of breakdowns, defects and interruptions in the Cloud Service, corruption or loss of data or other incidents. It's Us is willing to cooperate within reason at the Client's request in further measures to be implemented by the Client subject to financial and other conditions to be imposed by the It's Us. It's Us is never obliged to repair corrupted or lost data.
- 23.3. In the event the Client purchases a cloud service directly from a third party, the Client will conclude an agreement to that effect with that third party. In such cases, It's Us will not be the legal supplier and not a contracting party of the Client with respect to that cloud service. It's Us supports and facilitates the Client when concluding an agreement or subscription with that third party and in being provided with the service in question.
- 23.4. It's Us is unable to guarantee that the software to be kept available within the context of the Cloud Service is adjusted in line with changes to relevant legislation and regulations in time.
- 23.5. Cloud services from third parties made available by It's Us are maintained as set out in the online service conditions of that third party. It's Us makes web-based support and helpdesk services available to the Client against payment in connection with those third-party services within the context of the SLA that forms part of the Cloud Service and in accordance with the conditions of that SLA. The conditions of the supplier's SLA apply and prevail. It's Us cannot be obliged to provide other or further performances than specified in the supplier's service conditions.

#### **24. PROTECTION OF PERSONAL DATA AND CLIENT DATA**

- 24.1. Client data are only used by It's Us to provide the Cloud Service and related services to the Client. It's Us will not use the Client data for other purposes. The Client retains all rights to the Client data.
- 24.2. The provisions of article 5 of the general terms and conditions apply in a similar manner if the Client data (also) concern personal data. If the Cloud Service is made available by means of an online service provided by third parties, the relevant provisions included in the most recent version of the terms and conditions of that third party will apply to the processing of personal data. The data processing agreement of that third party prevails.
- 24.3. It's Us will not make Client data available outside its own organisation, unless it is instructed to do so by the Client or if this is necessary or required pursuant to these general terms and conditions, an agreement, or the law.
- 24.4. The Client is responsible for the accuracy, quality, integrity, lawfulness, reliability, suitability, and ownership of the Client data. The Client will arrange for all relevant approvals concerning his use of the Client data and for making the Client data available to It's Us for the purpose of the performance of an agreement, including the collection, use, processing, transfer, and provision of personal data.
- 24.5. The Client will inform individual users of the Cloud Service that their data may be processed for the benefit of and provided to government agencies and will obtain their consent.
- 24.6. In the event the Client discovers an error in a component, it will notify It's Us thereof and not disclose this publicly before It's Us and/or the supplier or third-party supplier have had a reasonable term to remedy the defect or breach ("responsible disclosure").
- 24.7. During the term of the Cloud Service, the Client has the possibility and the right to access the Client data and to request data from them. It's Us retains the Client data (only for the purpose of consultation) for a period of at most 90 days after the end of the Cloud Service, unless agreed otherwise in the data processing agreement. It's Us deletes the Client data after that 90-day period.

## CHAPTER 4: SOFTWARE AND CUSTOM SOFTWARE

In addition to the general terms and conditions and the provisions of chapter 2 'Services', the provisions of this 'Software' chapter apply in the event It's Us makes software available to the Client for use *other than on the basis of a Cloud Service* and/or in the event It's Us develops custom software on the instructions of the Client.

### 25. RIGHTS OF USE AND RESTRICTIONS ON USE

- 25.1. In the event a third party grants the right of use to the Client, It's Us will not be the legal supplier and not a contracting party of the Client with respect to that software. The services provided by It's Us may consist of providing support and assistance in realising the licence agreement or subscription between the third party and the Client and having the relevant software made available. If this is the case, the third party will be the licensor and contracting party of the Client as regards the use of the software.
- 25.2. In the event It's Us itself delivers third-party software to the Client and is itself the legal supplier of that software, the licence, and other conditions of the third parties in question will apply in the legal relationship between It's Us and the Client with respect to that software. Insofar as provisions of these general terms and conditions deviate from those licence and other conditions, the provisions of these general terms and conditions will be set aside. It's Us provides the Client upon request with the relevant web browser and web address where these conditions are available. By signing the agreement, the Client agrees to the applicability of the conditions of those third parties and any new versions thereof.
- 25.3. Any documentation of the Exact software is made available online by Exact and updated in what are known as 'release notes'.
- 25.4. The Client may conclude an SLA with It's Us as regards support and management of Exact software. The installation of updates may be included in the SLA as an activity.
- 25.5. In the event It's Us is the legal supplier of the right of use and the condition of the supplier do not apply for any reason, and in the event It's Us delivers software developed by it, the provisions of the article below apply.
- 25.6. It's Us grants the Client a licence for use concerning the agreed computer software and the agreed user documentation (jointly: "the software") for use during the term of the agreement. The right to use the software is not exclusive, cannot be transferred or pledged and cannot be sublicensed.
- 25.7. The Client's right of use extends exclusively to what is known as the object code of the software. The Client's right of use does not extend to the source code of the software. The source code of the software and the technical documentation created during the development of the software are not made available to the Client including in the event the Client is willing to pay a financial compensation for this.
- 25.8. The Client will always comply strictly with the agreed limitations, of any kind or nature whatsoever, in respect of the right to use the software.
- 25.9. In the event the parties have agreed that the software may only be used in combination with certain equipment, the Client will have the right in case of breakdowns to use the software on other equipment with the same qualifications for the duration of the breakdown.
- 25.10. It's Us may demand that the Client does not start using the software until after the Client has obtained one or more codes required for the use from It's Us, its supplier, or the producer of the software. It's Us always has the right to implement technical measures to protect the software against unlawful use and/or against use in a manner or for a purpose other than agreed between the parties. The Client will never remove or have removed or circumvent or have circumvented the technical measures intended to protect the software.
- 25.11. The Client may only use the software in and for its own business or organisation and such only insofar as this is necessary for the intended use. The Client will not use the software for the

benefit of third parties, such as within the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.

- 25.12. The Client is never allowed to sell, rent out, alienate, or grant limited rights in respect of the software or the carriers on which the software is or will be laid down or make these available to third parties in any way, for any purpose or on any basis whatsoever. Nor will the Client grant a third party remote (online) access to the software or place the software with a third party for hosting, including in the event the third party concerned uses the software exclusively for the benefit of the Client.
- 25.13. If the Client is requested to do so, it will cooperate immediately in an investigation to be carried out by or for It's Us in connection with compliance with the agreed restrictions on use. The Client will grant access to its buildings and systems at It's Us' first request. It's Us will treat in confidence all confidential business information it acquires within the context of an investigation of or at the Client, insofar as that information does not concern the use of the software itself.
- 25.14. The parties have agreed that the agreement concluded between the parties is not a purchase agreement insofar as its object is the making available of the software for use. It's Us is not obliged to maintain the software and/or provide support to users and/or managers of the software. In the event It's Us is requested to perform maintenance and/or support with respect to the software in derogation from the above, It's Us may demand that the Client concludes a separate written agreement for this.

## **26. DELIVERY AND INSTALLATION**

- 26.1. It's Us decides the manner in which, online or otherwise, and in which format data carrier it will make the software available for delivery to the Client, unless express agreements have been concluded in this regard. Any agreed user documentation will be provided on paper or in a digital format, such to be decided by It's Us, in a language determined by It's Us.

## **27. CONSEQUENCES OF TERMINATION OF THE LICENCE AGREEMENT**

- 27.1. The Client will return to It's Us all copies of the software in its possession immediately after the agreement has ended. If it was agreed that the Client will destroy the copies in question at the end of the agreement, the Client will inform It's Us of that destruction immediately and in writing. It's Us is not obliged upon or after the end of the agreement to assist in a data conversion requested by the Client.

## **28. CHANGES TO THE SOFTWARE**

- 28.1. The Client does not have the right to alter all or part of the software without It's Us' prior, written approval, unless otherwise provided for in law. It's Us has the right to refuse its approval or to attach conditions to its approval. The Client bears the full risk of all modifications made by or on the instructions of the Client, with or without It's Us' approval.

## **29. GUARANTEE**

- 29.1. It's Us does not provide any guarantees with respect to third-party software, including Exact software. The guarantees provided by Exact and/or other suppliers are included in the relevant conditions of Exact or other suppliers.

## **30. SOFTWARE DEVELOPMENT**

- 30.1. The provisions of this article apply in the event It's Us develops software on the instructions of the Client. The parties will specify in consultation which software will be developed and how the development will take place.
- 30.2. It's Us will develop the software with due care, with due observance of the expressly-agreed specifications and the methods, techniques and/or procedures agreed with the Client in writing.

- 30.3. In the event the parties use a development method characterised by the assumption that the design and/or development of all or parts of the software will take place in an iterative manner (such as Agile), the parties accept that at the start the activities will not be performed on the basis of full or fully-elaborated specifications and that specifications may be changed in consultation during the performance of the agreement provided this is part of the project approach of the development method that was chosen. During the performance of the agreement, the parties will make decisions in consultation with respect to the specifications that apply to the next phase of the project, such as a 'time box', and/or the next subdevelopment. The Client accepts the risk that the software will not necessarily comply with all specifications. The Client will arrange for a permanent, active contribution and cooperation of relevant end users supported by the Client's organisation, including with respect to testing and (further) decision-making. The Client guarantees that the employees deployed by it, who are appointed to key positions, have the decision-making powers required for the position in question. The Client guarantees the expeditiousness of the progress decisions to be made by it during the performance of the agreement. In the event the Client does not make timely and clear progress decisions in accordance with the project approach that belongs to the relevant development method, It's Us will have the right but it will not be obliged to make the decisions it deems appropriate.
- 30.4. In the event the parties use the development method referred to in article 28.3, the Client will accept the software in the condition it is in at the moment at the end of the final development phase ('as is, where is'). It's Us is not obliged to remedy errors after the final development phase, unless expressly agreed otherwise in writing.
- 30.5. It's Us will start the design and/or development activities within a reasonable term to be determined by it after conclusion of the agreement and inform the Client of the start and expected duration of the activities unless the parties have made specific agreements in this connection.
- 30.6. If so requested, the Client will allow It's Us to carry out the activities outside the customary working days and working times at the Client's office or location.
- 30.7. Maintenance of the software and/or the website and/or the provision of support to users and/or managers thereof is not part of It's Us' performance obligations. In the event It's Us has to provide maintenance and/or support in derogation from the above, It's Us may demand that the Client concludes a separate, written agreement for this purpose. These activities are charged separately against It's Us' customary rates.
- 30.8. It's Us makes the software developed on the Client's instructions and any related user documentation available to the Client before use.
- 30.9. The source code of the software and the technical documentation created during the development of the software can only be made available to the Client only if this has been expressly agreed in writing, in which case the Client will have the right to make modifications to the software.
- 30.10. It's Us is not obliged to provide auxiliary software and programme or data libraries required for the use allowed maintenance of the software.
- 30.11. The provisions of articles 23 up to and including 27 apply accordingly, unless agreed otherwise.



## **CHAPTER 5: MANAGED SERVICES**

In addition to the general terms and conditions and the provisions of the 'Services' chapter, the provisions of this 'Managed Services' chapter apply if It's Us provides services in the area of management and support of an IT environment.

### **31. SUPPORT SERVICES**

- 31.1. The agreement provides which services are provided by It's Us.
- 31.2. It's Us will provide advice by telephone or e-mail concerning the use and operation of the software, systems and infrastructure referred to in the agreement. It's Us has the right to impose conditions on the qualifications and number of persons who are allowed to use the support. It's Us will handle properly-substantiated support requests within a reasonable term in accordance with its customary procedures. It's Us does not guarantee the correctness, completeness or timeliness of responses or support provided. Support is provided on working days during It's Us' customary office hours.
- 31.3. In the event the agreement provides that It's Us will provide what are known as 'standby services', It's Us will keep one or more employees available on the days referred to in the agreement and at the times referred to therein. In such cases, the Client will have the right in urgent situations to call in support from the employees who were kept available in case of a serious breakdown in the operation of the software. It's Us is unable to guarantee that all breakdowns will be resolved in time.
- 31.4. Maintenance and other agreed services as referred to in this chapter are carried out as from the day on which the agreement is concluded unless the parties have agreed otherwise in writing.
- 31.5. It's Us is not responsible or liable for performance issues that can be traced back to or that are caused by online services provided by third parties or suppliers.
- 31.6. It's Us is not obliged to repair corrupted or lost data.

### **32. FEE FOR MANAGED SERVICES**

- 32.1. The fee for managed services must be paid before the start of the agreement. The fee must be paid irrespective of whether the Client uses the possibility of purchasing managed services.
- 32.2. It's Us has the right to charge the time it has spent on breakdowns in the services that are not attributable to It's Us. It's Us' customary rates apply in this connection. This may be the case for example if the breakdown was caused by user errors or inexpert use on the part of the Client or third parties or by modifications made to software or equipment by the Client or third parties without It's Us' consent; or if a breakdown can be traced back to the use of software or equipment not delivered or recommended by It's Us.

### **33. CONSEQUENCES OF TERMINATION**

- 33.1. In the event the managed services agreement is terminated, It's Us will in any event made the following data available to the Client in a generally customary electronic format: Information, which never includes the source codes and technical documentation, which is required for continuing the services by the Client itself or by a third party to be designated by the Client; Current information about incidents, failures and changes with respect to the managed services during the term; Current knowledge databases and documentation relating to the managed services.
- 33.2. In the event the aforementioned information and knowledge databases belongs to third parties or accrues to third parties, the matters set out above only apply if and insofar as this information/knowledge databases are in It's Us' possession and it is free to shares these with the Client.

## **CHAPTER 6: ADVICE AND CONSULTANCY**

In addition to the general terms and conditions and the provisions of the 'Services' chapter, the provisions of this 'Advice and consultancy' chapter apply if It's Us provides services in the area of advice and consultancy.

### **34. PERFORMANCE**

- 34.1. The processing time of an assignment in the area of consultancy or advice depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties.
- 34.2. The It's Us services are provided on It's Us' customary working days and times.
- 34.3. The use made by the Client of advice and/or consultancy report is for the Client's risk. The burden of proof that the advice and consultancy services or the manner in which they are provided do not satisfy the matters agreed in writing or what may be expected of a reasonable and expert supplier, lies with the Client, without prejudice to It's Us' right to produce evidence to the contrary.
- 34.4. The Client has the right to make statements to a third parties concerning the procedure, method, and techniques of It's Us and/or the content of the advice or reports provided by It's Us only after It's Us has granted its written approval. The Client will not provide the It's Us advice or reports to a third party or otherwise disclose them.
- 34.5. The Client may purchase an It's Us subscription for occasional services. The subscription is paid as a lump sum in advance, unless agreed otherwise. A subscription has a duration of at least twelve (12) months. Any remaining balance or any balance not enjoyed will lapse after this period. The remainder or balance is not refunded, unless otherwise provided for in the agreement.

### **35. REPORTING**

- 35.1. It's Us will inform the Client on a regular basis of the performance of the activities. The Client will inform It's Us in writing and in advance of circumstances that are or could be relevant to It's Us, such as the manner of reporting, the issues the Client wishes to be addressed, prioritisation, availability of resources and employees and special facts and circumstances or facts and circumstances not known to It's Us. The Client will arrange for further dissemination and notification of the information provided by It's Us within the Client's organisation and assess this information partly on the basis thereof. It's Us will be informed of this assessment.

## **CHAPTER 7: SECONDMENT**

In addition to the general terms and conditions and the provisions of the 'Services' chapter, the provisions of this 'Secondment Services' chapter apply if It's Us seconded one or more employees to the Client for the purpose of working under the supervision and management of the Client.

### **36. PERFORMANCE**

- 36.1. It's Us indicates in the agreement the employee it will second to the Client. This employee will perform activities under the management and supervision of the Client. The results of the activities are for the Client's risk. Unless agreed otherwise in writing, the employee will be seconded to the Client for forty hours per week during It's Us' customary working days.
- 36.2. The Client can only deploy the seconded employee for activities other than the agreed activities if It's Us has consented thereto in writing and in advance.
- 36.3. The Client may only make the seconded employee available to a third party for the purpose of performing activities under the management and supervision of that third party if this was expressly agreed in writing.
- 36.4. It's Us will endeavour to ensure that the seconded employee remains available for the duration of the agreement for the purpose of carrying out work during the agreed days unless the employee falls ill or leaves employment. Also, in the event the agreement was concluded with a view to performance by one specific person, It's Us will always have the right to replace this person by one or more person with the same qualifications.
- 36.5. The Client has the right to request replacement of the seconded employee:
  - (i) if the seconded employee demonstrably fails to comply with the quality requirements that have been agreed expressly and the Client notifies It's Us thereof in writing within three working days after the start of the activities, or
  - (ii) in case of long-term illness on the part of the seconded employee or if the seconded employee leaves employment. It's Us will handle the request with priority and without delay. It's Us does not guarantee that replacement is always possible. If replacement is not possible or not possible immediately, the Client's entitlement to further performance of the agreement will lapse as will all of the Client's claims in connection with a failure to comply with the agreement. The Client's payment obligations concerning activities already performed continue to apply in full.

### **37. DURATION**

- 37.1. The agreement has been concluded for an indefinite period if the parties have not made any agreements concerning the duration of the secondment. If this is the case, each party will have the right to terminate the agreement subject to a notice period of one calendar month. Notice of termination must be given in writing.

### **38. PROTECTION OF EMPLOYEES**

- 38.1. The working times, rest times and number of working hours of the seconded employee are similar to the times and number of hours customary at the Client. The Client guarantees that the working and rest times and the number of working hours comply with the relevant legislation and regulations.
- 38.2. The Client will inform It's Us regarding a proposed (temporary) closure of its business or organisation.
- 38.3. The Client must comply with the relevant legislation and regulations in the area of the safety of the workplace and working conditions towards the seconded employee and It's Us.

### **39. FINANCIAL AGREEMENTS**

- 39.1. Unless otherwise provided for in the agreement, It's Us will invoice the hours spent in arrears on the basis of a time sheet approved by the Client. It's Us has the right to invoice the hours at all times if the hours have not been approved by the Client.

- 39.2. In the event the seconded employee works longer than agreed each day on the instructions or at the request of the Client or longer than the customary number of working hours or works outside the working days customary at It's Us, the Client will owe the agreed overtime rate or, if nothing was agreed in this regard, It's Us' customary overtime rate. It's Us will inform the Client of the applicable overtime rates if the Client requests this.
- 39.3. Costs and travel time will be charged to the Client in accordance with It's Us' customary rules and standards. It's Us will inform the Client of the applicable overtime rates if the Client requests this.

#### **40. SPECIFIC LIABILITY**

- 40.1. It's Us will arrange for timely and full payment of the wage tax and national insurance contributions and turnover tax due in respect of the seconded employee in connection with the agreement with the Client. It's Us indemnifies the Client against all claims from the Tax and Customs Administration or from social insurance legislation implementing agencies due in connection with the agreement with the Client. This indemnification applies only subject to the condition that the Client informs It's Us immediately and in writing concerning the existence and content of the claim and leaves the handling of the case and reaching any settlement entirely to It's Us. The Client will grant It's Us the necessary powers of attorney, information, and cooperation to defend itself against these claims, if necessary in the name of the Client.
- 40.2. It's Us does not accept liability for the quality of the results of the activities performed under the supervision and management of the Client.

## **CHAPTER 8: EDUCATION AND TRAINING**

In addition to the general terms and conditions and the provisions of the 'Services' chapter, the provisions of this 'Education and training' chapter apply if It's Us provides services whatever named and in any way whatsoever, such as in electronic form, in the area of education, training, workshops, training, seminars and suchlike (hereinafter referred to as 'education').

### **41. REGISTRATION AND CANCELLATION**

- 41.1. Registration for training must take place in writing and will be binding following confirmation by It's Us.
- 41.2. The Client is responsible for the choice and suitability of the training for the participants. Even if the participant has no or insufficient prior knowledge, the Client must still comply with the obligations under the agreement. The Client is allowed to replace a participant in a training course with another participant following prior, written approval from It's Us.
- 41.3. It's Us has the right to cancel the training, combine it with one or more training courses, or have it take place at a later date or at a later time, if the number of registrations gives reason to do so in the opinion of It's Us. It's Us has the right to change the location of the training. It's Us has the right to make organisational and substantive changes to a training.
- 41.4. The consequences of cancellation of participation in training by the Client or participants are governed by It's Us' customary rules. Cancellation must always take place in writing and prior to the training or the relevant part thereof. The Client is obliged to comply with the payment obligations under the agreement also in case of cancellation or non-appearance.

### **42. PERFORMANCE**

- 42.1. The Client accepts that It's Us determines the content and thoroughness of the training.
- 42.2. The Client will inform the participants of and ensure compliance by the participants with the obligations under the agreement.
- 42.3. In the event It's Us provides the training at the Client's location, the Client will arrange for the availability of equipment and software that functions properly.
- 42.4. Sitting an exam or test does not form part of the agreement.
- 42.5. The Client pays a separate fee for the documentation, training materials or resources made available or created for the training. The matters set out above also apply to any training certificates or duplicates thereof.
- 42.6. In the event the training is offered on the basis of e-learning, the provisions of the 'Cloud Services (Software-as-a-Service (SaaS))' chapter will apply accordingly as much as possible.
- 42.7. It's Us may request that the Client pays the related fees due before the start of the training. If the Client fails to pay in time, It's Us will have the right to exclude participants from participation, without prejudice to all other rights of It's Us.
- 42.8. It's Us has the right to adjust its prices following conclusion of the agreement in case of a possible change to the VAT rate for training and education under or pursuant to the law.