

General Terms and Conditions PCI Nederland B.V. version 2018

Article 1. Definitions

General:

Acceptance: acceptance by the Customer of the Products and Services delivered by PCI Nederland by signing an acceptance form.

Acceptance Testing: testing of the Products delivered by PCI Nederland to determine whether they fulfil the agreed specifications prior to Acceptance and use.

Agreement: all agreements between PCI Nederland and the Customer concerning the delivery of Products and any order issued to PCI Nederland by the Customer, and all (legal) acts relating to this, including but not restricted to Purchase Agreement, Hire Agreement, Trial or Loan for Use Agreement, Service Agreement, Supplies Agreement, Application Service Provision and Software as a Service Agreement or Managed Services Agreement.

Applicable Data Protection Laws: the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the General Data Protection Regulation (Implementation) Act and any other applicable laws and regulations in the field of the protection of Personal Data, as in effect from time to time.

Bulk Order: if the Customer purchases five (5) or more Products at once.

Click: Click means an A4-size Copy (=A4-size or smaller) or an A3-size Copy (A3 or larger). A Click is generated by a Copy and/or the use of Software which generates a Click.

Confidential Information: any information provided verbally or in writing by either Party which is clearly confidential and any information which the Party concerned indicates is to be treated as confidential; confidential information shall in any case be understood as but not restricted to: Personal Data, all information relating to the business, business operations, tenders and agreements.

Consumables: toner and all other consumables supplied to the Customer by PCI Nederland.

Customer Work Environment: the Customer's actual location and power supplies, information technology, telecommunications and other relevant infrastructure (including the Customer's internet connections and connections of Telecom Providers and electricity suppliers), operating systems, database software, application, network and security software, user and access rights and software policies which are linked in any way to the Products delivered by PCI Nederland under an Agreement.

Customer: the party with whom PCI Nederland enters into an Agreement for the delivery of Products.

Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, data transmitted, stored or otherwise processed.

Data Subject: the identified or identifiable natural person to whom the Personal Data processed relates.

Defects: non-compliance of Products with the functional specifications set out in writing by PCI Nederland and/or with the functional specifications explicitly agreed. A Defect only exists if it is immediately reported by the Customer and can be proven and reproduced.

Delivery: on-site delivery of the Product ordered by the Customer.

Documentation: technical and functional descriptions, user manuals in whatever form relating to the Products.

domain names, trade names, including rights which may be granted to the registration and applications for the registration of the aforementioned

General Terms and Conditions: these general terms and conditions of delivery of PCI Nederland.

Hire Agreement: an agreement for hire entered into between the Customer and PCI Nederland.

Infrastructure: the hardware, data communication facilities and system software used by the Customer.

Installation: the setting up, ready for use, of the Products delivered by PCI Nederland in the agreed Work Environment.

Intellectual Property Rights: (i) patents, designs, trademark, copyright, database and personality rights, rights to topographies, rights and all related rights, (ii) rights relating to unfair competition and rights of prosecution based on benefitting unlawfully and (iii) all company secrets, confidential information and other ownership rights, including all rights in relation to know-how, methods and concepts and other technical information.

Loan for Use Agreement: agreement for Loan for Use entered into between PCI Nederland and the Customer.

Managed Service: the management of an ICT infrastructure.

Managed Services Resources: Software, systems, documents, methods and technology, and the Products involved in the context of the Managed Services.

Office Hours: the working hours applying at PCI Nederland (8.30am - 5pm).

PCI Nederland: PCI Nederland B.V. and/or any of its subsidiaries and/or group companies as specified in Articles 2:24a and 2:24b of the Dutch Civil Code ("DCC") and all current and future enterprises directly or indirectly affiliated to it in the Netherlands or abroad.

Personal Data: any information relating to a Data Subject; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Product(s): all Hardware, Software, Services and Supplies delivered by PCI Nederland under the agreement or made available to the Customer by PCI Nederland.

Service Level: standards agreed in writing for the level of Services.

Service: maintenance and/or support for Products.

Services: activities carried out before, during or after the formation of the Agreement by PCI Nederland, or by third parties engaged by PCI Nederland, including, but not restricted to: on-site support, telephone helpdesk and other external support, consultancy, project management, Software development, Installation, start-up, training, Service and Application Service Provision, Software as a Service, Computer Service and Managed Services.

SLA: Service Level Agreement specifying levels of Services for the Customer.

Supervisory Authority: an independent public authority responsible for monitoring compliance with the law concerning the processing of Personal Data, in the Netherlands the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*).

Supplies: Consumables and/or Replacement Parts.

User: an employee of the Customer who is authorised to use the Products.

Working Days: Monday to Friday from 8.30am to 5pm, except Dutch national public holidays.

Hardware:

Copy: a photocopy, print or scan.

Hardware: the physical electronic and mechanical components of equipment delivered by PCI Nederland.

Replacement Parts: parts with a limited lifespan which have to be replaced during the term of the Agreement under the Customer's responsibility.

Software:

Application Service Provision, Software as a Service: the making and keeping available by PCI Nederland of Software to the Customer "remotely" via the internet or another network without the Customer being provided with a physical medium containing the Software concerned.

Applications: software applications offering the User business functionalities.

Backup: a digitally readable medium on which the Software is stored, solely to replace the original copy of the Software in case of involuntary loss of possession or damage. The Backup should be an identical copy, supplied with the same labels and indications as the original.

Bug: a shortcoming or limitation of elements of Software identified by PCI Nederland compared to the specifications.

Computer Service: the automatic processing of data using Software and Hardware managed by PCI Nederland.

Customisation: the addition of Customer-specific elements developed by or on behalf of PCI Nederland within or externally to the Software, which extend the functionality of the Software or function/operate apart from the Software.

Generally Available Release: a publicly distributed stable Release of Software intended for production.

Licence: the user rights to the Software delivered by PCI Nederland.

Patch: Software Release which resolves one or more Bugs.

Release: the publication of a new or updated version of Software.

Software: software supplied by PCI Nederland under its own label or under a third-party label (Third Party Software), including but not restricted to system software, application software and user interfaces with the associated Documentation and Materials.

Virus: for the purpose of this definition, the term 'Virus' also means logic bomb, worm, malware, spam, cyber attacks, etc. and these terms have the meaning generally assigned to them in the software industry.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all tenders, legal relationships and Agreements involving PCI Nederland. Once these General Terms and Conditions apply to such a legal relationship, they also apply to any subsequent such legal relationship.

2.2 These General Terms and Conditions can only be deviated from by written Agreement. The applicability of the Customer's purchasing or other conditions or sectoral conditions is expressly ruled out.

2.3 If any provision of these General Terms and Conditions is void or is declared invalid, the remaining provisions of these General Terms and Conditions shall continue to apply in full and the Parties undertake to replace the void and/or invalid provisions by provisions which are binding and deviate as little as possible with respect to the objective and purpose of this Agreement.

Article 3. Offer and acceptance

3.1 All offers by PCI Nederland are without obligation, unless specified otherwise in writing. If the offer is accepted by the Customer, PCI Nederland shall be entitled to cancel the Agreement within five (5) Working Days, without being liable to pay any compensation. An Agreement is formed between PCI Nederland and the Customer as soon as the Customer has confirmed this in writing by signed or electronic confirmation.

3.2 All quotations are based on information supplied by the Customer and all other relevant information and circumstances in PCI Nederland's possession at the time of issuing the quotations in question. If any changes occur to the circumstances on which PCI Nederland has based the quotations in question and a new quotation therefore has to be issued, the Customer shall be obliged to compensate PCI Nederland for the costs incurred in issuing another quotation.

3.3 Orders placed by the Customer cannot be cancelled. The Customer is entitled to send further orders to PCI Nederland by e-mail. PCI Nederland is not responsible or liable for any claimed misuse of the e-mail addresses used by the Customer. The Customer shall be bound by the Agreement even if e-mail addresses are misused.

3.4 If, in accepting an offer, the Customer deviates from PCI Nederland's quotation or if conditions are imposed on the acceptance of the offer, this shall not constitute an accepted offer but an invitation to PCI Nederland to issue a new offer. If PCI Nederland wishes to accept this, it shall issue a new offer or proceed with acceptance, whereupon Articles 3.1 and 3.2 above shall apply once more.

Article 4. Prices

4.1 Unless otherwise agreed, the prices and rates indicated by PCI Nederland or agreed with it shall be charged or levied, in Euros and excluding sales tax (VAT) and other taxes.

4.2 Fees are based on the circumstances applying to PCI Nederland at the time of entering into an Agreement, including exchange rates, purchase prices, wages, freight rates, import and export duties, excise duties, levies and taxes imposed directly or indirectly on PCI Nederland or charged to PCI Nederland by third parties. If these circumstances (including all taxes and charges relating to copyright fees) change after the formation of the Agreement, PCI Nederland is entitled to pass on the resultant costs to the Customer. Price changes shall be notified to the Customer at least three (3) months before they take effect.

4.3 PCI Nederland is entitled to index-link the agreed prices and rates on an annual basis. PCI Nederland may subsequently adjust the prices and rates for Products which have not yet been delivered up to the delivery of the Products to reflect variations in cost of more than five percent (5%) including, but not restricted to changes in exchange rates, costs of raw materials, personnel costs and other production or distribution costs, as well as personnel costs, provided that PCI Nederland informs the Customer of this adjustment.

4.4 PCI Nederland shall charge the Customer separately for the cost of necessary transport and its insurance, as well as that of levies imposed by the government, including but not restricted to environmental levies and reprographic reproduction fees.

4.5 Unless otherwise agreed, the Customer shall pay PCI Nederland a fee for the Services calculated based on PCI Nederland's current rates.

4.6 Activities not mentioned in the quotation are not covered by the Agreement and may lead to an increase in the price.

Article 5. Billing

5.1 Unless otherwise agreed, PCI Nederland shall bill on a monthly basis.

5.2 In accordance with PCI Nederland's instructions, the Customer shall submit a list of Clicks recorded on the last day of the previous month by the eighth Working Day of the month. If the Customer does not send this statement to PCI Nederland on time or at all, PCI Nederland shall be entitled to charge the Customer for an estimated number of Clicks. Reconciliation with the actual number of Clicks made shall take place in the next period, if the Customer has submitted a statement of this to PCI Nederland. If the Customer uses a fleet management tool or similar software, the Customer is responsible for creating an account in order to send the Clicks to PCI Nederland digitally. If the Customer does not send the statement of Clicks on time or correctly, PCI Nederland is entitled to charge an administration fee of €50.

5.3 Unless otherwise agreed, an A3 Click shall be recorded and charged as two A4s.

5.4 PCI Nederland shall bill transport charges amounting to €5.95 per shipment (maximum 2kg per shipment) for toners delivered during the term of the Agreement. The pricing/price per Click is based on 6% coverage. Based on the counter readings and quantity of toners purchased, surplus toner delivered/consumed may be billed afterwards.

5.5 PCI Nederland is entitled to bill for scans made at 10% of the price per black and white copy specified in the Agreement.

5.6 PCI Nederland is entitled to adjust the agreed price per copy if the volume per machine deviates by more than 10% from what is specified in the Agreement, or agreed.

5.7 If the Customer has to pay a one-off licence fee, this shall be charged all at once on the delivery of the Software. Annual licence fees are included in the service rate unless otherwise agreed.

5.8 If an order is carried out in parts, PCI Nederland is entitled to bill for each part separately.

5.9 PCI Nederland may send the Customer a bill digitally for each agreed period. If the Customer requires a paper bill, PCI Nederland is entitled to charge the Customer an additional fee of €15 excluding VAT.

Article 6. Payment

6.1 Invoices shall be paid by the Customer in accordance with the terms of payment stated on the invoice. In the absence of any specific arrangement, the Customer shall pay within thirty (30) days of the invoice date.

6.2 Unless the Customer is classed as a consumer or small business owner, the Customer is not entitled to set off or make any deduction or suspension of a payment, or make an attachment against itself at the expense of PCI Nederland.

6.3 The agreed payment periods constitute strict deadlines. The Customer shall be in default upon the expiry of these payment periods, without any warning and/or notice being required. If the invoice amount or part thereof is not paid on time, the Customer shall owe PCI Nederland, from the due date to the date of settlement in full, interest due and payable immediately at a rate of 1.5% of the invoice amount for each month or part of a month exceeding the due date. If the amount due has to be collected because the payment terms have not been fulfilled, the Customer shall pay all collection costs, both judicial and extrajudicial. Unless the Customer is classed as a consumer or small business owner, extrajudicial collection costs are set at 15% of the amount owed, with a minimum of € 250.

6.4 Payments made by the Customer shall always serve first to pay all interest and costs owed and subsequently to settle the oldest payable invoices, even if the Customer states that payment relates to a more recent invoice.

6.5 All sums owed to PCI Nederland by the Customer under the Agreement shall be collected via standard SEPA direct debit. To this end, the Customer shall complete the SEPA direct debit mandate form(s) supplied by PCI Nederland. If the Customer cancels or terminates the direct debit mandate, PCI Nederland is entitled to bill the Customer for an additional € 25 per invoice.

6.6 Any complaints concerning invoices must be submitted to PCI Nederland in writing within seven (7) calendar days after the invoice date. The burden of proof regarding the timely submission of the complaint lies with the Customer. Complaints submitted later than this will not be processed. In this case it will be assumed that the Customer has agreed to the items shown on the invoice in question. Complaints about the invoice shall not suspend the Customer's obligation to pay.

Article 7. Delivery & Acceptance

7.1 Unless expressly agreed otherwise in writing, the Products shall be delivered by PCI Nederland "ex works", as specified in the Incoterms 2010 or the most recent version of the Incoterms at the time of entering into the Agreement.

7.2 PCI Nederland shall deliver the Products in accordance with the Agreement and, if agreed, install the Products. PCI Nederland shall duly endeavour to comply with the agreed (delivery) periods as far as possible. Delivery periods stated are approximate and do not constitute strict deadlines. Merely exceeding a (delivery) period mentioned or agreed shall not cause PCI Nederland to be in default. In all cases, therefore also if the Parties have expressly agreed a time limit in writing, PCI Nederland shall not find itself in default due to exceeding this limit until the Customer has notified it of this in writing. PCI Nederland is not bound by a delivery period or time limit if the Parties have agreed on a change to the content or scope of the Agreement. If any period is about to be exceeded, PCI Nederland and the Customer shall consult one another as soon as possible.

7.3 The Customer shall ensure that the Work Environment and access to this are suitable for the Installation of the Products and their use. The Customer shall also provide the necessary electrical and network connections, access rights, workspace and, where this is also required, duly install and operate the Products, all in accordance with instructions from PCI Nederland. PCI Nederland shall be granted full access to the dial-in facilities and remote access. The Customer shall indemnify PCI Nederland, including employees of PCI Nederland, in respect of all claims by third parties who sustain damage associated with the performance of the Agreement that is the consequence of acts or omissions by the Customer or of unsafe situations within their organisation.

7.4 If information required for the performance of the Agreement is not available to PCI Nederland, or if it is not available to it in time or in accordance with the agreements or if the Installation of the Products cannot commence or be completed due to factors attributable to the Customer, PCI Nederland shall be entitled to suspend the performance of the Agreement, wholly or in part, and PCI Nederland shall be entitled to charge the costs incurred as a result to the Customer at its customary rate, without prejudice to the right of PCI Nederland to exercise any other legal and/or agreed right.

7.5 The risk of loss of or damage to Products covered by the Agreement shall pass to the Customer as soon as they come into the actual possession of the Customer or of a servant or agent of the Customer. The Customer is therefore liable for loss or theft of or damage to the equipment due to any cause whatsoever, unless the damage and/or loss is attributable to an intentional act or gross negligence on the part of PCI Nederland or of persons employed by PCI Nederland in the course of the performance of the Agreement.

7.6 On receipt of the Products made available by PCI Nederland, the Customer must establish whether these Products are damaged, defective or unfit for the purpose for which these Products were delivered, and the Customer must mention this immediately on the acceptance form. Damage in transit and damage to the Customer's property as a result of the Delivery or Installation of Products or the collection of Products for return must be reported to the carrier and PCI Nederland immediately, or in any case within twenty-four (24) hours. Unless timely notification is given by the Customer, the Customer accepts the Products in the condition in which they were found at the time of Delivery, with all visible and invisible Defects and flaws.

7.7 If the Parties have agreed on Acceptance Testing, the test period shall extend to 14 (fourteen) days after Delivery or after completion of Installation by PCI Nederland. During the test period, the Customer may not use the Products for productive or operational purposes. If the Customer is already using the Products before Acceptance, they shall be deemed to be fully accepted from the commencement of this use.

7.8 If it emerges while performing the agreed Acceptance Testing that the Software impedes the progress of the Acceptance Testing, the Customer shall inform PCI Nederland of this in writing in detail, in which case the test period shall be interrupted until the Software has been modified to eliminate this impedance.

7.9 If it emerges while carrying out the agreed Acceptance Testing that the Software contains Defects, the Customer shall inform PCI Nederland of these Defects by a detailed written test report by the last day of the test period. PCI Nederland shall endeavour to rectify the Defects indicated within a reasonable period and PCI Nederland shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the Software.

7.10 Acceptance of the Products may not be withheld for reasons not associated with the specifications expressly agreed between the Parties, nor because of the existence of minor Defects, which are Defects that do not reasonably hinder the operational or productive use of the Products. If the Products are delivered and tested in phases and/or parts, the non-Acceptance of a particular phase and/or part shall not affect the possible Acceptance of a prior phase and/or a different part.

Article 8. Performance and additional work

8.1 PCI Nederland shall endeavour to perform the Agreement with due care. Unless explicitly agreed, PCI Nederland's obligations shall always be on a best-efforts basis. PCI Nederland shall endeavour to ensure that the Services constantly meet the Service Levels agreed in the SLA.

8.2 The Agreement shall be performed throughout the period of the Agreement during PCI Nederland's normal Office Hours. If work is carried out outside Office Hours at the Customer's request, the cost of this shall be charged to the Customer based on the rates of PCI Nederland applying at the time. If it is agreed that the performance of the Agreement shall take place in phases, PCI Nederland is entitled to postpone the start of work belonging to a subsequent phase until the Customer has approved the results of the preceding stage in writing.

8.3 If the Agreement is entered into with a view to performance by a specific person, PCI Nederland shall be entitled to replace this person at any time by one or more persons with the same qualifications.

8.4 If PCI Nederland has carried out work falling outside the content or scope of the Agreement at the request or with the prior permission of the Customer, PCI Nederland shall be remunerated for such work or services by the Customer at PCI Nederland's customary rate. PCI Nederland is never obliged to satisfy such a request and it may demand that a separate written Agreement be entered into for this purpose.

8.5 The Customer accepts that additional work may have an impact on the agreed or anticipated time for the completion of the work and also on the reciprocal responsibilities of the Customer and PCI Nederland. A system analysis or an extended or altered design also represent additional work. Modifications in the sense of the restructuring and/or curtailing of the Services may also result in additional work, depending on the specific situation. Additional work never constitutes grounds for the dissolution or termination of the Agreement.

8.6 Once it emerges during the performance of the assignment that unforeseen circumstances have arisen for the Customer and/or for PCI Nederland which necessitate such a modification of the definition of the assignment, activities and/or budget, consultations shall take place immediately regarding the modification in question. The result of this consultation must be added to the assignment in writing as additional work.

8.7 If and insofar as PCI Nederland stores (traffic) data relating to the Services for the prescribed period, on the basis of a legal requirement or of this Agreement, PCI Nederland is entitled to charge an additional fee for this.

8.8 PCI Nederland is entitled to suspend, disable and/or restrict the use of the Services and/or the user rights and/or the delivery of other Products (temporarily), if the Customer and/or the User fails to fulfil any obligation to PCI Nederland, or is in breach of the Agreement and/or these General Terms and Conditions. PCI Nederland shall never be liable to the Customer and/or third parties, nor owe any damages for the consequences of the actions specified in the previous sentence.

8.9 PCI Nederland is entitled to alter the Services based on its reasonable technical assessment. PCI Nederland shall treat this power with caution and prioritise the interests of the Customer (who can expect PCI Nederland to conduct itself as a technically expert supplier and provide services accordingly). The Customer is obliged to reimburse PCI Nederland for costs reasonably incurred as a result of this change. PCI Nederland shall specify the consequences of a change in relation to the Services and the Service Levels, and the cost of the work, in writing within a reasonable period of time. The Customer shall be informed as soon as possible of any change which, in the reasonable technical assessment of PCI Nederland, requires a significant adjustment on the Customer's part. The Customer cannot claim any compensation for loss or costs. If the Customer forgoes the implementation of the change in question, PCI Nederland shall be entitled to terminate the current Agreement, in which case, the Customer shall nevertheless pay the agreed price for the order.

8.10 PCI Nederland is entitled to (temporarily) disable the system and/or the Services or to restrict their use, without prior notice, where this is required for reasonably necessary maintenance or for the necessary adjustments to or improvements of the system and/or the Services to be carried out by PCI Nederland, without this giving rise to an entitlement to compensation for the Customer or User from PCI Nederland. PCI Nederland will naturally aim to inform the Customer of this in good time, but this may prove impossible under certain circumstances.

Article 9. Obligations of the Customer

9.1 The Customer shall provide PCI Nederland with all information required by PCI Nederland for the due performance of the Agreement. This includes, but is not restricted to the obligation for the Customer to specify clearly in advance which Applications are used disproportionately, while they are not among the business-critical Applications. The Customer warrants the accuracy, completeness and reliability of the information provided by it, even if this comes from third parties. If the information necessary for the performance of the Agreement has not been made available, or has not been made available in good time, accurately and completely and/or in accordance with the arrangements, or if the Other Party fails to fulfil its obligations in any other way, PCI Nederland shall in any case be entitled to suspend the Agreement and to charge the costs thus incurred according to its customary rates. If the Customer remains in default after a formal warning, PCI Nederland shall be entitled to terminate the Agreement with immediate effect and without being required to provide any form of compensation. PCI Nederland is not liable for loss incurred due to acting upon inaccurate and/or incomplete data and information provided by the Customer.

9.2 The Customer shall ensure that space is made accessible and/or available free of charge on the Customer's site for the purpose of the Services and/or for the setting-up of Hardware, Software and the like necessary for the Services. On request, the Customer shall also provide PCI Nederland with access to telephone, data and internet connections. If access is not provided in time, PCI Nederland is entitled to charge for waiting time and call-out costs. The Customer undertakes to give PCI Nederland access to the site where the Products are installed to enable PCI Nederland to make security modifications. If the Customer disposes of the Products to a third party, the Customer is required to instruct this third party to consult PCI Nederland's website regularly for any security updates or, on the disposal of Products, the Customer must inform PCI Nederland of the identity and address of the acquirer to enable PCI Nederland to communicate any security updates to the new user of the Product.

9.3 The Products and rights of use delivered by PCI Nederland under the Agreement may be used for lawful and legitimate purposes only. The Customer and/or the User is not permitted to use the Products in order to transmit or post illegal content or other illegal messages or codes or for acts and/or conduct in conflict with relevant statutory provisions, self-regulation, generally accepted standards of decency (including Netiquette), the Agreement or these General Terms and Conditions.

9.4 The Customer warrants that the User will fulfil the obligations arising from the Agreement and these General Terms and Conditions strictly and faithfully at all times. Any obligations of the User apply equally to the Customer. The Customer must comply with the (technical) instructions, conditions and procedures provided by or on behalf of PCI Nederland. The Customer is obliged to comply with reasonable instructions from PCI Nederland concerning the use of the Services.

9.5 If, in the course of regular maintenance, whether or not under a specific SLA, PCI Nederland concludes in any report that modifications to the Customer's system are required, because either the proper and acceptable functioning of the Customer's system is in jeopardy, or a situation is emerging or imminent in which PCI Nederland will no longer be able to achieve the level of service agreed, or considered sensible by PCI Nederland, the Customer is obliged to make these modifications. If the Customer fails to comply with this, PCI Nederland shall no longer be obliged to meet the specified maintenance levels (whether or not under an SLA) and shall then have the right to dissolve a current Service Agreement without being required to pay any further compensation for this.

9.6 If PCI Nederland establishes in any report that the performance of the system is affected by use of non-core applications by Users of the Customer (such as audio and/or video streaming) which is disproportional or not notified in advance, PCI Nederland shall be entitled to restrict or block access to these Applications.

9.7 If no specific backup and/or co-location arrangements have been made between PCI Nederland and the Customer, the Customer shall itself be responsible for making contingency and backup arrangements for its data at a different location than that at which PCI Nederland stores the

Customer's data.

9.8 For the duration of any Agreement and for one (1) year after the final Agreement comes to an end, the Customer shall only employ employees of PCI Nederland who were involved in the performance of any agreement, or have them work for it in some other manner, directly or indirectly, with the prior written consent of PCI Nederland. Terms and conditions may be attached to this consent by PCI Nederland. In the event of an infringement of the above non-solicitation clause, the Customer shall owe PCI Nederland an immediately payable fine of €10,000, without prejudice to the other rights of PCI Nederland, including PCI Nederland's right to claim performance and compensation in full. Article 6:92(2) and (3) DCC are expressly excluded.

9.9 Before carrying out any outsourcing process, the Customer is obliged to inform PCI Nederland in writing of possible consequences of the arrangement with regard to the transfer of the undertaking in accordance with Article 7:663 DCC. If, as a result of this arrangement, PCI Nederland takes on staff of the Customer who, according to its sole judgement, are not necessary, the Customer shall indemnify PCI Nederland for the cost of redundancy.

Article 10. Hire, loan on a trial basis or loan for use of the Products

10.1 During the term of the Hire Agreement or Loan Agreement on a trial basis or for use and after its termination (until the Products are removed from the Customer's premises by or on behalf of PCI Nederland), to protect PCI Nederland's property, the Customer shall:

- a. inform PCI Nederland immediately as soon as the Products are damaged or malfunction. the Customer shall not repair the Products itself, nor have them repaired or any part of them replaced by any person, company or enterprise other than PCI Nederland;
- b. allow PCI Nederland and any person, company or enterprise authorised for this purpose by PCI Nederland to inspect and maintain the Products during Office Hours;
- c. retain the Products on behalf of PCI Nederland and inform PCI Nederland immediately as soon as the Customer loses actual control of them and as soon as it becomes aware of any circumstance which could lead to this. The Customer shall provide PCI Nederland with all necessary information to protect the interests of PCI Nederland;
- d. not allow or tolerate persons other than the Customer, its employees or others working for it to use the Products, unless the prior written permission of PCI Nederland has been obtained;
- e. keep the Products out of any tax or legal action and/or proceedings and as soon as the Products might become involved in this, immediately inform all the parties to the Hire Agreement;
- f. not sell, hire out (directly or indirectly), transfer, lend, encumber or abandon the Products or allow third parties to dispose of them in some other manner;
- g. not move the Products from the place in which the Products are set up by or on behalf of PCI Nederland without PCI Nederland's consent.

10.2 PCI Nederland is authorised to take all steps it considers necessary to protect its rights. The cost of these steps shall be borne by the Customer, unless such steps are taken due to a circumstance solely attributable to PCI Nederland. The Customers shall pay PCI Nederland the costs owed by it immediately on request.

10.3 The Customer shall allow the Products specified in the Hire Agreement to be maintained by PCI Nederland during the term of the Hire Agreement in accordance with the Service Conditions set out in Article 11.

10.4 PCI Nederland is authorised to sell the ownership of the Products to C-Fund PCI Nederland B.V., a finance company of PCI Nederland or another similar party (the "**Subsequent Hirer**") and/or to transfer their entire legal relationship with the hiring party under this agreement to them. The Customer hereby declares that it recognises and accepts the aforementioned sales/transfer to Subsequent Hirer and the taking over of the Agreement by the Subsequent Hirer in advance. Insofar as it is a condition precedent to PCI Nederland entering into a Hire Agreement that a party which may or not be associated with the Customer commits itself as joint and several debtor for the obligations of the Customer, the rights and obligations arising from this commitment as joint and several debtor shall also be transferred to the Subsequent Hirer in the course of the transfer of the Agreement.

10.5 The Customer shall inform PCI Nederland in writing in a timely manner of any changes to its name, address and place of residence, any changes to the ownership of the company and changes to the bank accounts to be debited and/or credited by PCI Nederland. The Customer undertakes to supply financial data and information at PCI Nederland's request.

10.6 The Customer shall inform PCI Nederland immediately if and insofar as it becomes aware of the (planned) withdrawal of a declaration of liability (for example as referred to in Article 2:403 DCC) for the Customer's obligations.

Article 11. Service conditions for maintenance and support

11.1 The Customer shall owe PCI Nederland nothing other than the fees mentioned in the Agreement for the Service, unless costs are incurred for service activities due to circumstances not covered by the warranty, or for which PCI Nederland is not responsible, or service activities that result from:

- a. the processing on the Hardware of materials and resources other than those supplied or approved by PCI Nederland, without PCI Nederland's consent;
- b. Defects which could have been discovered during the agreed Acceptance Testing;
- c. faults caused by changes to the Customer's Work Environment;
- d. inaccurate or unnecessary reporting of faults;
- e. non-compliance with the requirements set for the Customer's Work Environment;
- f. failure of the Customer to grant access to the Customer's Work Environment (in time);
- g. Faults resulting from improper or incorrect use, negligence, carelessness or deliberate destruction.

In such cases, the resulting costs shall be charged to the Customer based on the rates of PCI Nederland applying at the time.

11.2 Defects in Customised Items will be dealt with by PCI Nederland in accordance with PCI Nederland's current rates, irrespective of the nature and/or cause of the Defect.

11.3 If the Customer fails to pay on time, PCI Nederland is entitled to suspend the Service. Insofar as PCI Nederland still performs a Service during this period at the Customer's request, PCI Nederland may charge a separate fee for this in accordance with its customary rates.

11.4 In the absence of an agreed billing schedule, all amounts relating to the Service shall be payable at the beginning of the maintenance period.

Special Service Conditions for Hardware

11.5 PCI Nederland shall endeavour to Service the Hardware as follows:

- a. inspection, at PCI Nederland's discretion, either on site or remotely by qualified staff of PCI Nederland, setting and/or adjustment, lubrication and functional maintenance of the Hardware;
- b. carrying out necessary repairs and/or replacement of defective and/or worn parts;
- c. supply and/or application of necessary materials and resources, except for binding materials and adhesives, paper and other printing materials, toner and print engines.

11.6 The Service shall be carried out during Working Days and Office Hours at the delivery/installation address indicated in the agreement and

within a reasonable period of time after the reporting of the fault.

11.7 In the case of intensive use of the Product and if more Service has to be carried out than usual, PCI Nederland shall be entitled to increase the agreed prices, notwithstanding the other provisions of these General Terms and Conditions.

11.8 If the Customer installs Replacement Parts itself, the Customer warrants that this will be done by sufficiently qualified personnel. The Customer shall indemnify PCI Nederland for all losses resulting from non-compliance with this provision.

11.9 PCI Nederland reserves the right to suspend the Service if, in the opinion of PCI Nederland, circumstances arise at the location of setting up Hardware which involve risks to the health or safety of employees of PCI Nederland.

Special Service Conditions for Software

11.10 The Customer shall report Defects discovered in the Software to PCI Nederland in detail, according to PCI Nederland's usual procedure. Upon receipt of the report, PCI Nederland shall endeavour to rectify Defects or make improvements to the Software. Unless otherwise agreed, PCI Nederland shall pass on the results to the Customer in a manner and after a period to be determined by PCI Nederland based on urgency. PCI Nederland may postpone the repair of the defects until a new Release of the Software is installed.

11.11 PCI Nederland shall be entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software. In the absence of explicit agreements regarding this, the Customer shall install, set up, configure and tune the corrected Software or the new version released and if necessary adapt the Hardware and the operating environment used for this. PCI Nederland is not obliged to carry out data conversion.

11.12 Notwithstanding the application of other provisions, PCI Nederland's maintenance obligation is restricted to the Generally Available Release, and the preceding Generally Available Release. PCI Nederland regularly issues new Generally Available Releases of the Software maintained with new features and/or improved performance. These shall be offered to the Customer at the applicable rate. Bug fixes by means of Patches will be made available free of charge.

11.13 Six (6) months after the release of an update to the Customer and the non-acceptance of the update by the Customer, PCI Nederland shall no longer be obliged to maintain the old version, nor to provide support for the old version.

Obligations of the Customer regarding Service

11.15 The Customer must adopt all necessary security measures (including firewalls) to prevent its systems from being infected by viruses, whether or not this arises while work is being carried out at or on behalf of the Customer, and shall indemnify PCI Nederland against any liability in this respect.

11.16 The Customer shall grant PCI Nederland all assistance and facilities reasonably necessary for the performance of Service. This includes the obligation to provide information (logs, data, environmental characteristics, user history) required for Service. This also means that the Customer's employees, who are the contact for PCI Nederland with respect to Service, shall fulfil the general requirements for skill and competence expected of an ICT employee and be competent to use the Software in question.

11.17 For Service outside the scope of the Agreement, a minimum rate of one (1) hour applies, plus call-out costs.

11.18 The Customer is obliged to inform PCI Nederland in writing in advance of any planned changes to its systems which may affect the operation of Software supplied by PCI Nederland. If changes to the Customer's operating environment affect the proper operation of the Software, all costs arising from this shall be borne by the Customer.

11.19 The Customer is responsible for making and keeping the necessary equipment available on which the Software is to be installed. The customer is also responsible for making and keeping available sufficient system capacity for access and connection to its network. The Customer is responsible for its Work Environment, including environments for production, backup environments and environments for development, testing and Acceptance. The Customer is required to implement effective data protection and access security and to use them within the Work Environment. The Customer is also obliged to grant PCI Nederland remote access to its system.

11.20 The use of the Software, or the provision of Service, may lead to the loss or corruption of data. The Customer is responsible for implementing adequate recovery plans in an emergency. The Customer is responsible for the initial, periodical and total backup of the data and configuration of the Software, possibly on a different site. In the event of problems in the course of which the Software, data or configuration of the Software is corrupted, the Customer shall ensure the recovery of the Software, data and configuration. Recovery of corrupted or lost data is not covered by maintenance nor the warranty. PCI Nederland accepts no responsibility or liability for loss resulting from loss or corruption of the data or configuration, except in the case of gross negligence or intent on the part of PCI Nederland or where the Customer is classed as a consumer or small business owner.

11.21 PCI Nederland may require the Customer to make such an environment available for analysis, debugging, reproduction and/or testing of Defects as PCI Nederland considers necessary in order to be able to perform the Service. If the Customer does not make a separate environment available to PCI Nederland for analysis, debugging, reproduction and/or testing of Defects and/or Bugs and these activities have to take place in a production environment, PCI Nederland is not liable for loss of or damage to data/files or stagnation in the production process and the Customer shall indemnify PCI Nederland for all third-party claims in this respect.

Software Support

11.22 Software Support gives the Customer access via e-mail or phone to specialist staff for general questions or explanations about the use, Installation or maintenance of the Software. Questions will be answered as far as possible by specialist staff from PCI Nederland. The customer may submit four (4) free questions per month with a maximum of twenty (20) questions per year about Acceptance and production environments. The relevant rates will be charged for additional questions or questions about the development environment, own set-up of the Software by the Customer, own changes made to the set-up/development provided by PCI Nederland or in-depth advice.

11.23 Software Support is provided on a remote support basis. If access is not granted to the Customer Work Environment or if the remote support does not lead to a solution to the reported problem, PCI Nederland shall make an appointment for a site visit according to the applicable rates. If the specialist staff from PCI Nederland find that the fault is the result of a Bug, only a one-hour call-out fee will be charged.

11.24 PCI Nederland shall use a secure connection provided by the Customer for remote support. This connection must be available on the day of Installation of the Software. The cost of this connection shall be borne by the Customer. If a connection is provided, but not a secure connection, the Customer shall indemnify PCI Nederland against any risks and losses involved in this.

11.25 When the Customer requests telephone support, the Hardware on which the Software is installed should be in the immediate vicinity of the Customer and at its disposal.

11.26 Software Support does not include: (1) training of the Customer's staff (2) on-site assistance during the Installation of Software or the use of a solution, (3) re-initialisation or reinstallation of Software following changes to the Customer's Work Environment (4) the assistance required following the updating of Software not supplied by PCI Nederland or for which no Licence has been issued (operating system, utilities, database Software, application, network and security software, web browsers, etc.), even if they run on Hardware supplied by PCI Nederland. At the Customer's request, PCI Nederland shall investigate whether these Services can be provided on a cost-plus basis based on PCI Nederland's current rates.

Article 12. Applications

12.1 PCI Nederland has a best efforts obligation to maintain the Applications mentioned in the Agreement(s), if this is explicitly agreed, including handling calls and supplying new versions of the Applications.

12.2 PCI Nederland is not obliged to carry out a data conversion, handle calls relating to hosted Applications or answer user questions about the functionality of the (hosted) Applications.

12.3 Communication shall take place in a manner to be specified by PCI Nederland. PCI Nederland may impose conditions on the quality and quantity of the Customer's contact persons. Duly submitted maintenance requests will be processed within a reasonable period of time. PCI Nederland makes no warranty as to the accuracy, completeness or timeliness of the support. The support shall be provided on Working Days.

12.4 PCI Nederland has a best efforts obligation to perform the maintenance services with due care in accordance with the specified agreements and procedures.

12.5 The maintenance of the Applications does not include the rectification of defects, faults and shortcomings resulting from or relating to:

a. incorrect use, including incorrect entry of data or errors in the data itself;

b. modifications made to any Software other than by PCI Nederland;

c. improper use of any Software or use contrary to the documentation;

d. changes to faults, defects or shortcomings in Hardware or Software other than those Applications maintained by PCI Nederland under the Agreement;

e. old versions of any Software no longer maintained by the supplier in question;

f. restoration of corrupted or lost data;

g. other causes not attributable to PCI Nederland.

12.6 After receipt of the report or requests, they shall be processed and dealt with in accordance with PCI Nederland's procedures. PCI Nederland shall determine the priority.

12.7 PCI Nederland is entitled to apply workaround solutions to the system.

12.8 If the maintenance is carried out online and the Customer may experience disruption as a result, the Customer shall be notified of this in good time.

12.9 The Customer shall ensure a sound infrastructure, connections, bandwidth and facilities. On request, the Customer shall adjust the configuration of its fleet of printers so that they no longer use the same connections as PCI Nederland's active desktop (*Werkende Werkplek*). PCI Nederland is entitled to suspend its service if the Customer's infrastructure and facilities do not satisfy the requirements specified by PCI Nederland.

12.10 The Customer is and shall remain responsible for instructions concerning the use of the system and its internal Users. The Customer is also responsible for installing, setting up, configuring, tuning and the like of (the hosted) Applications and peripherals such as printers and scanners. The Customer is also responsible for the manner in which the Applications undergoing maintenance are deployed, as well as the (hosted) Applications used by it.

Article 13. Continuity and Contingency Service ("CCS")

13.1 PCI Nederland's CCS product is a contract for services under which PCI Nederland provides the Customer with a contingency service once the contractually agreed trigger for this arises.

13.2 The aforementioned trigger must always consist of an external factor unrelated to the Customer rendering the IT infrastructure for which the CCS is taken up physically inaccessible and no longer functioning. Causes which may constitute a trigger for this include vandalism, fire and theft. This expressly does not include internal causes or causes of a technical nature such as servers crashing or parts of the infrastructure going down.

13.3 The contractual delivery period for the CCS commences after receipt by PCI Nederland of the call invoking the CCS. If, however, PCI Nederland is not in possession of a dataset, the contractual delivery period for the CCS shall not commence until such time as PCI Nederland is physically in possession of a usable dataset/backup, it being understood by the Customer that the content and performance of the contingency service is entirely dependent on the quality and age of the data(set) supplied by the Customer.

13.4 The CCS cannot be provided by PCI Nederland until the dataset as supplied by the Customer meets the agreed specifications on the basis of which the latest contingency test was performed.

13.5 If, for whatever reason, no contingency test has been carried out, PCI Nederland shall provide the CCS solely on a best effort basis, which is also the basis of the CCS service if the Customer has made modifications and/or material changes to its IT infrastructure compared with its most recent contingency test without the prior written permission of PCI Nederland.

13.6 If a different dataset supplied leads to additional expense/work compared with the situation in which the CCS servers commenced, the Customer must compensate for this on a time and materials basis.

13.7 The maximum lead time from the delivery of a dataset is forty-eight (48) hours from receipt of the call, based on the replacement of a dataset already in possession of PCI Nederland. In any other situation, the lead time shall be achieved on a best effort basis. The CCS shall then be offered for a maximum of two (2) months. This period may only be extended with the consent of PCI Nederland and shall be performed on a time and materials basis.

13.8 PCI Nederland is not obliged to keep any file or backup after the termination of the CCS agreement between the Parties (for whatever reason).

Article 14. Backup Platform Service ("BUPS")

14.1 Unless otherwise agreed, the BUPS service shall be performed by PCI Nederland daily during the backup window.

14.2 Unless otherwise agreed, the backup window shall be between 7pm and 6am (CET).

14.3 If, for whatever reason, the daily backup cannot be carried out during the backup window, PCI Nederland shall make a second attempt to make a backup within one Working Day of this (including outside the backup window). The cause of this may lie in connection problems or the unavailability of the Customer's server for other reasons, for example.

14.4 If PCI Nederland believes it is necessary to carry out a backup outside the backup window, this may affect the performance of the Customer's system. PCI Nederland will do its utmost to minimise this disruption.

14.5 To afford the Customer the highest degree of security, PCI Nederland shall copy the backup made and then store those datasets in two (2) different locations.

14.6 PCI Nederland shall apply the following retention schedule for these backups: seven (7) backups for the first seven days, after which the seven backups shall be converted into a single weekly backup. After one (1) month, the weekly backups shall be converted into one monthly backup and, after twelve (12) months, these twelve (12) monthly backups shall be converted into one (1) annual backup.

14.7 PCI Nederland is not obliged to keep this backup after the termination of the BUPS agreement between the Parties (for whatever reason).

14.8 The price agreed between the Customer and PCI Nederland for the BUPS is based on the storage requirement specified in the quotation (or after taking an inventory). If this alters significantly after the commencement of the BUPS service, PCI Nederland shall be entitled to adjust the price based on PCI Nederland's rates at the time.

14.9 If the Customer makes changes to its IT infrastructure so that the BUPS is hindered or has to be adapted in any way, PCI Nederland will be obliged to charge the Customer for the work necessitated by this on a time and materials basis. If PCI Nederland takes the view that the BUPS can

no longer reasonably be carried out, PCI Nederland shall be entitled to terminate the BUPSS agreement unilaterally without any compensation being required to the Customer.

14.10 Individual user files (Word, Excel, etc.) may be retrieved from the backup and shall then be replaced by PCI Nederland. Individual files shall usually be replaced within a period of four (4) hours, unless PCI Nederland's Helpdesk is overloaded or multiple files are retrieved at the same time or replacement is a time-consuming operation due to technical complications.

14.11 Retrieval and replacement of (individual) files can only be carried out by PCI Nederland within the agreed period if the correct file and system filenames are given at the time of retrieval or different instructions are given which enable the file to be identified and found swiftly.

14.12 Retrieved system files shall never be replaced but only supplied to the Customer via ftp or USB HD. The successful replacement or supply of any file by no means implies any warranty on the part of PCI Nederland that these files are also usable, complete or functional. Requests for the installation and/or implementation of any file shall be granted solely on a time and materials basis.

Article 15. Secondment

15.1 In the case of secondment, PCI Nederland shall make the employee mentioned by name in the Agreements, whether employed by PCI Nederland or not, available to the Customer for the work agreed between the Parties. The work shall be carried out under the management and supervision of the Customer.

15.2 The Customer is not permitted to make the employee available or second them to third parties or allow them to carry out work under the management or supervision of such third parties.

15.3 The secondment shall be for a period specified for the services offered for a specific period. If no explicit limited period is agreed, a minimum of one month shall apply, after which the secondment agreement shall terminate automatically.

15.4 If the secondment agreement is entered into for an indefinite period, a notice period shall apply to both Parties as agreed, failing which a notice period of one (1) calendar month shall apply. The Parties agree that notice must be given in writing and that PCI Nederland shall never be obliged to compensate the Customer for any loss due to termination.

15.5 PCI Nederland has a best efforts obligation to ensure that the seconded employee remains available for the agreed work during the scheduled period. Even if the Agreements are entered into with respect to a specific person who is referred to by name, PCI Nederland shall always be entitled to replace them at its discretion by a person with the same qualifications or lower if the (nature of the) work allows for this.

15.6 The Customer is also entitled to request the replacement of the seconded employee if they demonstrably do not fulfil the explicitly agreed qualification requirements and the Customer has notified PCI Nederland of this in writing and setting out the reasons within three (3) working days after the commencement of the agreed work. If it is clear when an employee becomes unfit for work that this will last for longer than two (2) weeks, PCI Nederland shall provide another person with the same qualifications. This obligation applies to PCI Nederland even if the secondment agreement between PCI Nederland and the seconded employee is terminated. PCI Nederland shall respond to this request from the Customer as soon as possible.

15.7 The working hours, breaks and working week of the secondment employee shall be the same as the Customer's normal office hours and the duration of work. The Customer warrants that the working and rest periods during the seconded employee's working week comply with the applicable legislation and regulations.

15.8 The Customer shall comply with all legal occupational health and safety requirements. The Customer is also obliged to insure itself thoroughly against legal liability towards the hired employee.

15.9 In the case of overtime, involving the seconded employee working on the Customer's instruction or at the Customer's request for longer than agreed or outside the Customer's normal working days and working hours, the Customer shall owe the agreed extra hourly rate or failing this the usual rate charged by PCI Nederland for these hours. The time and commuting costs for the seconded employee shall be billed to the Customer in accordance with PCI Nederland's normal rules and rates.

15.10 The work and costs charged shall be itemised on each invoice, where necessary based on the submission of a timesheet. PCI Nederland's records shall constitute definite proof of the work carried out by the employee.

15.11 The agreed rates may be changed once a year, but in any case if the tasks or job description of the seconded employee change. PCI Nederland shall inform the Customer of any change in writing at least thirty (30) days before this takes effect. If the Customer does not agree to this, it shall be entitled to cancel the secondment agreement in writing within fourteen days after the date of notification for the date on which the change in cost would take effect.

15.12 PCI Nederland is responsible for prompt and complete payment of any wages tax, social insurance contributions and VAT payable under the secondment agreement with the Customer.

15.13 PCI Nederland shall indemnify the Customer against all claims by the tax authorities or by bodies implementing social insurance legislation that become due as a result of the secondment agreement with the Customer, on condition that the Customer immediately notifies PCI Nederland in writing of the existence and substance of the claim and leaves the disposal of the case, including effecting any settlements, entirely to PCI Nederland. To this end, the Customer shall supply PCI Nederland with all information and assistance, so that PCI Nederland can defend itself against the claim on the Customer's behalf if applicable.

15.14 PCI Nederland accepts no liability for the selection of the seconded employee, nor for the results of their work accomplished under the supervision and management of the Customer.

15.15 The Customer is liable for all loss suffered by the seconded employee in the course of or in relation to the work assigned to them and shall indemnify PCI Nederland against all claims in this respect by the secondment employee and by third parties, if and insofar as these arise from or can be attributed to the work carried out by the seconded employee under this secondment agreement.

Article 16. Training programmes, courses and sessions

16.1 Where PCI Nederland's service involves providing training programmes, courses or sessions, PCI Nederland may always demand payment of the amount due for this in advance.

16.2 If, in the opinion of PCI Nederland, the number of registrations justifies this, PCI Nederland is entitled to combine the training with one or more other training programmes or events, arrange for this to take place at a later date or time or cancel it entirely, refunding course fees already paid.

16.3 Training programmes may be cancelled, in writing only, up to one (1) week before the start date. PCI Nederland will not charge a cancellation fee for this. The full participation fee is due within one (1) week of the start date.

Article 17. Insurance

17.1 In the event of hire or loan for use, the Customer is obliged at all times to report loss or damage, however caused, relating to the Products to PCI Nederland in writing within twenty-four (24) hours, indicating the cause.

17.2 The Customer is obliged to take out adequate insurance and maintain this insurance to cover all risks of loss of and/or damage to the Products provided by PCI Nederland, always at the replacement value of the Product in question. The Customer shall allow PCI Nederland to inspect the policy if required.

17.3 The Customer is obliged to pass on the benefits received from the insurers and any excess to PCI Nederland. If necessary, in the opinion of PCI Nederland, the Customer shall expressly authorise the insurer to make direct payment to PCI Nederland, or the Customer shall transfer any claims against the insurer to PCI Nederland.

Article 18. Retention of title and security

18.1 PCI Nederland shall retain the title to all Products supplied by it to the Customer until all of its claims with respect to the Products supplied and the services associated with the Products supplied have been met in full. To avoid any misunderstanding, this obviously does not apply to Hire Agreements or Trial or Loan for Use Agreements where the title to all Products supplied to the Customer by PCI Nederland remains with PCI Nederland. The retention of title also serves as security for claims of PCI Nederland against the Customer due to shortcomings in the performance of the Agreement(s).

18.2 Products to which PCI Nederland retains title should be separated from other goods and kept identifiable by the Customer and may not be (i) disposed of by the Customer other than in the course of normal business operations (in this case, the Customer is also obliged to deliver the supplied Products to third parties with retention of title by the Customer, but only insofar as this is customary in the normal exercise of its business) and/or (ii) encumbered without the prior written permission of PCI Nederland. This is a non-transferability clause within the meaning of Article 3:83(2) DCC and relates to property law. This clause also prevents legal pledging of the underlying claim(s).

18.3 On request by PCI Nederland, the Customer undertakes to provide security for compliance with the Customer's obligations in the form desired by PCI Nederland and to the extent desired by PCI Nederland.

18.4 The Customer is obliged to insure the Products adequately for the duration of retention of title. The Customer (or its representative) shall at all times allow free access to the location in which the Customer has stored the Products. Should the Customer fail to fulfil its payment obligations to PCI Nederland or give reason to assume that it will not fulfil its payment obligations, in whole or in part, the Customer is obliged at the request of PCI Nederland to return those Products to PCI Nederland for which title has not yet passed at its own expense and the Customer promises to provide every assistance to enable PCI Nederland to recover its products.

Article 19. Intellectual Property

19.1 All Intellectual and industrial Property rights to Software, websites, data files, Hardware or other materials such as analyses, designs, Documentation, reports, tenders and preparatory material for this that are developed or supplied under the Agreement lie exclusively with PCI Nederland, its licensors or its suppliers. The Customer only acquires the rights of use in connection with the use of the Services during the term of the Agreement. Any other or more extensive right of the Customer for the reproduction of Software, websites, data files or other materials is excluded. A right of use granted to the Customer is non-exclusive and non-transferable to third parties.

19.2 If the Parties agree that Intellectual or industrial Property rights with respect to Software, websites, data files, Hardware or other materials developed especially for the Customer shall pass to the Customer, this shall not affect the power of PCI Nederland to apply and exploit the elements, general principles, ideas, designs, Documentation, works, programming languages and the like on which such development is based for other purposes, without restriction, either for itself or for third parties.

19.3 The Customer may not remove or change any designation concerning the confidential nature or the relevant copyright, trade mark, trade name or other Intellectual or industrial Property rights from the Software, websites, data files, Hardware or materials.

19.4 Upon request, the Customer will immediately lend its full cooperation to an investigation to be conducted by or for PCI Nederland regarding the Customer's compliance with the agreed use restrictions. On PCI Nederland's request, the Customer shall allow PCI Nederland access to its buildings and Work Environment. PCI Nederland shall treat as confidential any corporate information considered as confidential which PCI Nederland obtains from or at the Customer in the course of such an investigation, unless this information relates to use of the Software itself.

19.5 PCI Nederland is authorised to take technical measures to protect the Software or with a view to any agreed limitations on the duration of the right of use of the Software. The Customer may not remove or bypass such technical measures. If security measures prevent the Customer from taking a Backup of Software, PCI Nederland shall supply the Customer with a Backup on request.

19.6 Unless PCI Nederland supplies the Customer with a Backup of the Software or the relevant licence conditions prevent this, the Customer may make a single Backup of the Software, which may be used exclusively to guard against involuntary loss of possession or damage. The Backup shall only be installed following involuntary loss of possession or damage. A Backup should be supplied with the same labels and indications of copyright as present on the original.

19.7 In accordance with the other provisions of these General Terms and Conditions, the Customer is authorised to rectify Defects in Software supplied to it if this is necessary for the intended use of the Software.

19.10 PCI Nederland shall indemnify the Customer against any legal action by a third party based on the claim that Software, websites, data files, Hardware or other materials developed by PCI Nederland infringe an Intellectual or industrial Property right valid in the Netherlands, on condition that the Customer immediately informs PCI Nederland in writing of the existence and content of the legal action and leaves the handling of the case, including the reaching of any settlements, entirely to PCI Nederland. The Customer shall grant PCI Nederland any necessary powers of attorney to this end and also provide any information and assistance to PCI Nederland to allow it to defend itself against these claims, on behalf of the Customer if necessary. This obligation to indemnify does not apply if the alleged infringement relates to:

- i. materials supplied to PCI Nederland by the Customer for use, editing, processing or incorporation;
- ii. changes which the Customer has made or has had third parties make to the Software, website, data files, Hardware or other materials.

19.11 If it is irrevocably established in law that the Software, websites, data files, Hardware or other materials developed by PCI Nederland itself infringe any Intellectual or industrial Property right belonging to a third party or if, in the opinion of PCI Nederland, there is a strong probability that such an infringement will occur, PCI Nederland shall, where possible, ensure that the Customer can continue to use the Software, websites, data files, Hardware or other relevant materials supplied, or their functional equivalent, without interruption, for example by modifying the infringing elements or by acquiring a right of use for the Customer. If, in its sole judgement, PCI Nederland cannot ensure, or can only ensure in a manner which is unreasonably costly to it (financially) that the Customer can continue to use the supplied Product without interruption, PCI Nederland shall recall the Product supplied in return for the crediting of the cost of acquisition, less a reasonable fee for use. PCI Nederland shall always consult with the Customer before making its decision in this respect. Unless the Customer is classed as a consumer or small business owner, any other or more extensive liability or obligation to indemnify on the part of PCI Nederland due to the infringement of Intellectual or industrial Property rights of a third party are entirely ruled out, including liability and obligations to indemnify on the part of PCI Nederland for infringements caused by the use of the supplied Software, websites, data files, Hardware and/or materials:

- i. in a form not modified by PCI Nederland;
- ii. in conjunction with goods or Software not supplied or provided by PCI Nederland;
- iii. in a manner other than that for which the Hardware, Software, websites, data files and/or other materials are developed or intended.

19.12 The Client warrants that no third-party rights stand in the way of making the Hardware, Software, material intended for websites (images, text, music, domain names, logos, etc.), data files, or other materials, including design materials, available to PCI Nederland for the purposes of use, editing, installation or incorporation (in a website, for example). The Customer shall indemnify PCI Nederland against any action based on the

assertion that such making available, use, editing, Installation or incorporation infringes any third party right.

Article 20. Privacy and use of Customer data

20.1 Unless otherwise indicated in the Agreement, the Products (including software) supplied to the Customer by PCI Nederland do not involve the processing of personal data. Nevertheless, if and when necessary, PCI Nederland and the Customer shall each ensure that they comply with the Applicable Laws on Data Protection. In the event that the Customer, as the data controller, supplies personal data to PCI Nederland, as the processor, for processing, the Parties involved are responsible for fulfilling their respective obligations with regard to the Applicable Laws on Data Protection and the Parties shall enter into a processing agreement.

20.2 Where test and/or development and/or production data contain Personal Data which is disclosed or made available to PCI Nederland, the Customer declares that it has complied with the Applicable Laws on Data Protection. The Customer shall indemnify PCI Nederland against all claims by third parties directly or indirectly relating to the provision of test and/or development and/or production data.

20.3 The Customer recognises and consents to PCI Nederland collecting information and data on the Customer's use of the Products ("User Data"). PCI Nederland is entitled to free use of the User Data at any time during the term of the Agreement and thereafter, at its own discretion and for any purpose whatsoever, including but not limited to the merging or compiling of User Data with other data, the creation of IP or derivative works or the adaptation or modification of User Data to supply, maintain and improve products and services and develop new products, features or services. PCI Nederland shall ensure that in the event of such use of User Data, no use is made of data which enables the identification of the Customer or an individual.

20.4 Irrespective of the nature of its service to the Customer, PCI Nederland accepts no liability whatsoever for the Customer's (legal) obligation to retain its (User) data. Use of the BUPS service does not represent an exception to this. On the termination of its service to the Customer, including the BUPS service, PCI Nederland shall not keep any (User) data belonging to the Customer.

Article 21. Liability

21.1 PCI Nederland's total liability with respect to an attributable failure to comply with an Agreement, to a wrongful act or any legal basis whatsoever is limited (cumulatively) to compensation for direct loss up to a maximum of the amount paid out in the case in question under the liability insurance taken out by PCI Nederland, plus the amount of the excess not paid by the insurer according to the policy conditions. If, for any reason whatsoever, no payment takes place under the insurance policy in question, PCI Nederland's total liability (unless the Customer is classed as a consumer or small business owner) for any loss caused by Products shall be limited to compensation for direct loss up to a maximum of the amount of the invoice(s) for the specific Agreement (excluding VAT) for a maximum period of one (1) year immediately preceding the event which gave rise to the loss. Under no circumstances shall the total indemnity for direct loss exceed a maximum of €10,000 (ten thousand Euros). Direct loss exclusively means:

- a) reasonable costs which the Customer would have to incur in order to make PCI Nederland's performance correspond to the Agreement; however, this alternative loss shall not be reimbursed if the Agreement is terminated at the Customer's request.
- b) damage to Software, Hardware, data carriers, data files and configuration data of data communication equipment within the control of PCI Nederland, meaning: material damage;
- c) material damage to (other) property of the other party or third parties;
- d) costs of necessary changes and/or modifications within the control of PCI Nederland made to Hardware, Software, specifications, materials or Documentation to mitigate and/or rectify direct loss, all insofar as the Customer has made a backup of the files in question;
- e) reasonable costs incurred by the Customer because it is forced to keep its old system or systems operational for longer and associated provisions if PCI Nederland has not delivered by a binding deadline, minus any savings resulting from the delayed delivery;
- f) reasonable costs incurred to determine the cause and extent of the loss, provided that the determination relates to direct loss within the meaning of these General Terms and Conditions;
- g) reasonable costs incurred to prevent or mitigate loss, provided that the Customer demonstrates that these costs did in fact mitigate direct loss within the meaning of these General Terms and Conditions;

21.2 PCI Nederland's liability for loss due to death or bodily injury or due to material damage to property shall never exceed € 1,250,000 (one million two hundred and fifty thousand Euros).

21.3 PCI Nederland's liability for indirect loss, consequential loss, loss of profits, loss of savings, loss of goodwill, business interruption loss, loss resulting from Customer claims, corruption or loss of data, loss relating to the use of third-party property, materials or software specified for PCI Nederland by the Customer, loss relating to the use of suppliers specified for PCI Nederland by the Customer and all other forms of loss not mentioned in Articles 21.1 and 21.2, on whatever basis, is excluded.

21.4 PCI Nederland is not responsible for the proper and undisrupted operation of the telecommunications/data infrastructure and/or power supply. PCI Nederland is not responsible for loss resulting from outage and/or unavailability of the Services due to reasonably required maintenance on or in relation to the Services. Nor does PCI Nederland accept any liability for loss resulting from editorial and/or substantive inaccuracies and/or incompleteness of the advice and/or Services provided by and/or on behalf of PCI Nederland. The provision by PCI Nederland of technical data, advice or instructions shall never represent the granting of a warranty or licensing rights.

21.5 The Customer is liable for any authorised or unauthorised use of the Services, including in particular login details, by third parties.

21.6 The Customer shall provide adequate insurance of all goods and software made available by it to PCI Nederland, for whatever reason, including software that is to be hosted, servers and other hardware, but also Products presented for repair or installation. PCI Nederland is not liable for damage to or destruction of Products belonging to the Customer which are in its care, custody or control. If, for whatever reason, Products in PCI Nederland's care, custody or control are lost or damaged, the Customer shall have to bear the cost of reinstallation, testing and/or set-up itself.

21.7 The restrictions specified in Article 21 do not apply if and insofar as the loss is the result of intent or gross negligence on the part of PCI Nederland or its management or in the event that the Customer is classed as a consumer or small business owner.

21.8 Any claim by the Customer for compensation must be submitted by it within ten (10) Working Days after the date of the event forming the basis of the claim. Loss which is not notified within this period shall not be indemnified, unless the Customer can argue plausibly that it could not reasonably have reported the loss earlier. All claims of the Customer shall expire if they are not brought before the competent court within one (1) year of the Customer or the third party being aware or reasonably having been aware of the facts on which it bases its claim.

21.9 The Customer shall indemnify PCI Nederland against all third-party claims on whatever basis relating to or arising from the use of the Products (including liability for infringement of Intellectual Property Rights, violation of Applicable Laws on Data Protection and transborder data flows) and shall compensate PCI Nederland for all costs, losses and penalties arising from such claims. The Customer shall also indemnify PCI Nederland against all third-party claims due to product liability resulting from a defect in a Product or system supplied by the Customer to a third party and partly consisting of Hardware, Software or other materials supplied by PCI Nederland, unless the Customer proves that the loss is caused by the Hardware, Software or other materials.

21.10 The provisions of this Article 21 also apply in favour of all natural and legal persons on which PCI Nederland relies for the performance of the Agreement.

Article 22. Warranty

22.1 PCI Nederland shall endeavour to rectify any Defects in the materials and manufacture of the Products, and in components supplied by PCI Nederland in the context of the warranty or maintenance, free of charge within a reasonable period of time, if these are reported to PCI Nederland, with a detailed description, within a period of three (3) months after Delivery, or, if Acceptance Testing is agreed, three (3) months after Acceptance. This warranty applies by analogy to defects caused by defective Installation or assembly by PCI Nederland. All replaced components shall become the property of PCI Nederland.

22.2 PCI Nederland does not warrant that the Software will work without interruption or Defect, or that all Defects will be rectified. The repair shall be carried out in a manner to be determined by PCI Nederland. PCI Nederland shall endeavour to the best of its ability to ensure that the Software is free of Viruses or potential Defects.

22.3 If, in the reasonable opinion of PCI Nederland, repair is not possible, will take too long or is associated with disproportionately high costs, PCI Nederland shall be entitled to replace the Products free of charge by other, similar but not necessarily identical, Products. Data conversion necessary as a result of repair or replacement is not covered by the warranty.

22.4 The warranty mentioned in the previous paragraph does not cover Defects and faults resulting wholly or in part from:

- a) incorrect, careless and improper use or failure to comply with operating and maintenance instructions;
- b) use other than the expected normal use;
- c) external causes such as fire or water damage;
- d) assembly, Installation or reversal of this by parties other than PCI Nederland;
- e) use of materials or goods supplied to PCI Nederland by the Customer for processing or used at the request or on the instruction of the Customer;
- f) application of a government regulation;
- g) use of working methods and designs based on Customer instructions;
- h) changes made or arranged to be made by the Customer or a third party not authorised by PCI Nederland in writing to Products supplied by PCI Nederland;
- i) normal wear and tear;
- j) relocation/moving or reinstallation of the Product, without the prior written permission of PCI Nederland.
- k) network problems and/or modifications to the Customer's network configuration (e.g.: incorrect IP address, defective cabling, routers, switches, etc.).

22.5 Repair work and costs not covered by this warranty will be billed by PCI Nederland at its usual rates.

22.6 Notwithstanding the provisions of the previous paragraphs of this Article 22, products of a manufacturer or supplier other than PCI Nederland installed and implemented by PCI Nederland are covered by the warranty conditions of the manufacturer or supplier in question for the equipment, software and/or services in question. In this case, the delivery terms, warranty and licence conditions of the manufacturer or supplier in question shall be supplied to the Customer.

Article 23. Force majeure

23.1 PCI Nederland is not obliged to fulfil any obligation, expressly including any warranty obligation agreed between the Parties, if it is prevented from doing so by force majeure. Force majeure means any event or circumstance, whether or not this is foreseeable at the time of entering into the Agreement, which, by standards of reasonableness, is beyond the control of the Party and as a result of which it cannot reasonably be expected to fulfil its obligations, including, but not restricted to:

- i. force majeure affecting suppliers of PCI Nederland;
- ii. deficiencies in third-party goods, Hardware, Software or materials whose use is specified for PCI Nederland by the Customer;
- iii. government measures;
- iv. power outages and outage of internet, computer network or telecommunication facilities;
- v. traffic problems;
- vi. unavailability of one or more members of PCI Nederland's staff;
- vii. inaccessibility (either physical or digital) for any reason whatsoever of the Customer's IT infrastructure.

23.2 The Parties shall notify one another of a situation of force majeure as soon as possible.

23.3 If force majeure renders the fulfilment of the obligations by PCI Nederland impossible and lasts for longer than one month, both Parties are entitled to terminate the Agreement after giving notice, without involving the courts and by registered letter, without the Customer being entitled to any compensation. Unless the Customer is classed as a consumer or small business owner, termination shall not lead to any obligation to indemnify for either Party.

Article 24. Term & termination

24.1 Agreements will only be entered into with the commencement date being the first day of the next quarter (1 January, 1 April, 1 July or 1 October) for the duration of the term agreed between the Parties. The fees for the Products and Services during the period between delivery of the Products and the commencement date will be invoiced separately to the Customer by PCI Nederland through a prepaid invoice.

24.2 If an Agreement is entered into for a fixed period, it shall be renewed by tacit agreement for successive periods of twelve (12) months, unless the Agreement is cancelled in writing by either Party at least three (3) months before the end of the current period of the Agreement. If the Customer is classed as a consumer or small business owner, following tacit renewal as specified in the previous paragraph, the Customer shall be entitled to cancel the Agreement at any time, observing a notice period of one month. The termination of a master or framework agreement with PCI Nederland does not automatically mean the end of any Agreement entered into under this Agreement. Separate cancellation of individual Agreements is always necessary.

24.3 Agreements for a fixed period, i.e. which are by their nature entered into for a specific period and those Agreements for which a project schedule is issued, cannot be cancelled by the Customer in the interim, unless the remainder of the project sum is paid at the time of the termination of this Agreement.

24.4 PCI Nederland may terminate the Agreement without notice and with immediate effect and without the involvement of the courts wholly or in part without PCI Nederland being obliged to provide any compensation and without prejudice to any rights belonging to PCI Nederland, including the right to compensation in full, if:

- i. the Customer fails to fulfil its obligations under the Agreement at all, in a timely manner or properly and fails to rectify this shortcoming within fourteen (14) days after written notice;
- ii. the Customer is granted suspension of payments;
- iii. an application is made for the Customer to be declared bankrupt;
- iv. the Customer ceases, liquidates or otherwise terminates its business, wholly or in part, or in case of serious doubt on the part of PCI Nederland concerning the continuity of the Customer's business;
- v. in the opinion of PCI Nederland, a fundamental change takes place in the direct or indirect (effective) control of a Customer, or if such a

- fundamental change is intended, or a substantial proportion of the Customer's assets or the assets of the Customer's business are transferred to third parties, or such a transfer is planned;
- vi. if the Customer is a general/public partnership or a limited partnership or another form of partnership, in the case of the departure and/or joining of a partner;
 - vii. the Customer and/or guarantor dies, if the Customer and/or guarantor is a natural person, or is dissolved, suspended, merges or demerges, if the Customer and/or guarantor is a legal person;
 - viii. if one or more elements of the Customer or the hired item are seized and this may impede the performance and fulfilment of the Agreement or it otherwise loses control over its assets;
 - ix. the Customer is the subject of an irrevocable custodial sentence;
 - x. the Customer leaves the Netherlands;
 - xi. a statement made by or on behalf of the Customer is contrary to the truth and/or has concealed a circumstance of significance for PCI Nederland;
 - xii. security provided to PCI Nederland is now void or subject to nullification, or if security promised by the Customer is not provided in time or expires prematurely.

24.5 In the cases mentioned in Article 24.4, the Customer shall notify PCI Nederland immediately and, while awaiting instructions from PCI Nederland, take appropriate steps to protect its interests. PCI Nederland shall never be obliged to refund any monies already received or to provide compensation due to such termination. In the event of the bankruptcy of the Customer, the right to use the Software supplied to the Customer shall automatically lapse.

24.6 In the event of the termination of any Hire Agreement or Loan for Use agreement, the Customer is obliged to return the Products to PCI Nederland on the date on which the Hire Agreement terminates in original, good and clean condition, except for normal wear and tear. If a Hire Agreement is terminated due to one of the circumstances described in Article 24.4, the Customer shall owe PCI Nederland the periodic volume or the periodic amount multiplied by the originally agreed remaining periods without prejudice to the rights of PCI Nederland to compensation for actual loss.

24.7 In the event of the termination or cancellation of Agreements, except in the case of purchase, the Customer is no longer authorised to use Products and all rights of use covered by the Agreement(s) shall lapse. PCI Nederland is entitled to recover the Products supplied from the Customer. For its part, the Customer explicitly authorises PCI Nederland to enter the Customer's business and storage premises for this purpose. PCI Nederland shall charge the Customer the costs incurred (including transport, de-installation and depreciation costs). The Customer shall disable the licensed Software, hand over any manuals or other materials to PCI Nederland and issue confirmation of disabling to PCI Nederland. To avoid any misunderstanding, the Consumables supplied shall remain the property of PCI Nederland and on the termination of the Agreement are to be purchased or returned by the Customer.

24.8 Immediately after the ending of the right of use of the Software, for whatever reason, the Customer shall return all copies of the Software (including any Backup) in its possession to PCI Nederland, unless the Software is inextricably linked to the other elements of the Product.

24.9 Obligations which by their nature are intended to remain in force after the termination or dissolution of the Agreement shall continue to apply.

24.10 In all instances mentioned in Article 24, any claim of PCI Nederland against the Customer shall be payable immediately. In the event of the dissolution of Agreements, all arrears of the Customer and all extrajudicial collection costs shall also be payable immediately.

24.11 If the Customer fails to comply with its obligations to return the Products on time as defined in this Article 24, the Customer shall automatically be in default and owe an immediately payable penalty of €500 per day, without prejudice to the other rights of PCI Nederland, including PCI Nederland's right to claim compensation in full and performance. Article 6:92(2) and (3) DCC are expressly excluded.

Article 25. Confidentiality

25.1 Notwithstanding the powers granted in the Agreements and the Customer's General Terms and Conditions, both Parties shall keep Confidential Information secret, irrespective of whether this is disclosed in writing or verbally.

25.2 Neither Party shall disclose information and data carriers provided to it to third parties and their staff without the prior written consent of the other Party, outside the scope of what is permitted under the Agreement and/or the General Terms and Conditions, insofar as this is permitted by the Agreement and/or General Terms and Conditions for the performance of the agreed services.

25.3 The Parties shall require their staff and any third parties, in writing, to comply with this confidentiality clause.

25.4 Neither Party shall mention the details of the Agreement and/or the General Terms and Conditions in publications or advertisements without the written permission of the other Party.

Article 26. Miscellaneous

26.1 If PCI Nederland at any time fails to exercise any right or legal remedy belonging to it under the Agreement, this shall neither be considered nor interpreted as the relinquishment of that right or legal remedy.

26.2 PCI Nederland is entitled to transfer the Agreement and all rights and obligations arising from it to another company. The Customer grants its permission for this in advance. The Customer is not authorised to make the Products available to third parties. The Customer may not transfer rights and obligations arising from an Agreement to third parties without the written permission of PCI Nederland. This is a non-transferability clause within the meaning of Article 3:83(2) DCC and has an effect under property law. This clause also prevents legal pledging of the underlying claim(s).

26.3 PCI Nederland is authorised to use the services of suppliers and other third parties for the fulfilment of an Agreement and/or the General Terms and Conditions.

26.4 PCI Nederland reserves the right to alter the General Terms and Conditions by written notice to the Customer. If the Customer has not responded in writing within 30 calendar days after notification of the changes, the new General Terms and Conditions shall apply.

Article 27. Applicable law and disputes

27.1 All Agreements entered into with PCI Nederland, of which these General Terms and Conditions form an integral part, are subject to Dutch law. The Vienna Sales Convention does not apply.

27.2 All disputes between the Parties arising from or otherwise related to any Agreement and/or these General Terms and Conditions shall be settled exclusively by the competent judge of the District Court of North Holland, Haarlem location.

