Leaflet IT - Cloud and IT Solutions
Version January 2022

Article 1   Definitions

1.1.   The definitions below are in addition to the definitions set out in Article 1.1 of the General Terms and Conditions. For the purposes of this Leaflet, the following terms are defined as follows:

Device(s):	products to be made available to the Customer by PCI, such as a thin client, fat client, notebook, tablet, server, or otherwise, subject to availability, all in accordance with any associated documentation and as specified further in the Contract;
Defect/Defects:	a demonstrable and/or reproducible deficiency in the Products, Software, or Service that results in non-compliance with the Contract;
Housing:	The use of a data center.
IaaS:	IaaS (Infrastructure as a Service) Service where the virtualised Products specified in the Contract are made available remotely via WAN for use by the Customer or Third Parties designated by the Customer;
Implementation:	Service consisting of introducing, operationalising, setting up, configuring and preparing the Software on the Customer's Products and/or Products for the purpose of commissioning the same;
Employee:	a natural person, not employed by the Customer, who is temporarily made available to the Customer by PCI under a Contract to that effect in order to perform work for the Customer;
Service Window:	weekday hours between 08:00 a.m. and 5:00 p.m.;
Support:	the provision of information and advice via phone during the Service Window through PCI's service desk in accordance with the SLA;

Article 2   Applicability

2.1.   This Leaflet is in addition to the General Terms and Conditions and contains specific provisions regarding rental, sale and maintenance of Cloud and IT solutions.

2.2.   If any provision within this Leaflet conflicts with any provision of the Terms and Conditions, the provision in the Terms and Conditions shall prevail.

2.3.   The Leaflet and General Terms and Conditions apply to all Cloud and IT Contracts in which PCI is a contract party; once declared applicable, these also apply to all future Cloud and IT Contracts.

2.4.   If any provision of this Leaflet is void or voided, the remaining provisions of this Leaflet continue to apply in full. The Parties undertake to replace the void and/or voided provisions with provisions that are binding and deviate as little as possible from the original, considering the purpose and intent of the Leaflet.

Article 3   Collaboration and implementation

3.1   PCI will deliver Products to the Customer and/or perform Services for the Customer, in accordance with the agreements entered into. The Customer undertakes to accept the deliveries and/or Services to be provided by PCI in accordance with this Leaflet and the Terms and Conditions and the Contract, and to provide assistance as agreed.

3.2   PCI is only required to perform the work as set out in the Contract and related documents. If the Customer requires (additional) work that falls outside the scope of the Contract, the Customer may pesent an order proposition to that effect. It is up to PCI whether to accept or reject such work. The Customer has the burden of proof as to whether the order has been awarded. The Customer shall have access to tickets created during fulfillment of the order.

3.3   PCI has no duty of care relating to preventive and monitoring activities that are not described in the Contract and related documents, regardless of any interpretation of case law applicable at that time regarding an IT company's duty of care.

3.4   The Customer is responsible for ensuring that it holds and remits sufficient license rights as required for its use. If the Customer does not have a sufficient number of licenses and is fined accordingly, and/or has to compensate accordingly in any way, PCI is expressly not responsible, liable or liable for compensation in this context.

3.5   PCI holds no responsibility for the security of the Customer's IT environment, unless Parties have agreed otherwise. The parties acknowledge that PCI has no duty of care to this effect.

3.6   PCI will notify the Customer of the Customer's required personnel deployment. The Customer will make every effort - to the extent that reasonably be expected - to schedule the required personnel so that they can be deployed for the purpose of PCI's work for the Customer.

3.7   PCI will provide complete information in due time to the Customer, if and insofar as necessary, about the requirements of the Products with regard to space(s), temperature, humidity and everything required for the installation and proper performance of the Product(s), as well as any requirements for connecting the Products to telecommunications facilities, insofar as the latter is part of the contract.

3.8   If work is performed at the Customer's site, the Customer will make the following available to PCI, free of charge, for the period necessary for the performance of the Contract: adequate work space and work stations, user facilities on computer systems, adequate telecommunications facilities, such as telephone and Internet access without restrictions and with sufficient speed, as well as any other facilities requested by PCI in due order.

3.9   If a (service) location of the Customer is visited by an Employee and if, at the request of the Customer, work is carried out on the Customer's systems via a remote connection, the Customer ensures that at least one member of the Customer's personnel with expertise regarding this area is available to grant the Employee the necessary access to carry out his/her work. If no competent person is available or the Employee is not granted the necessary access, PCI reserves the right to suspend its work and charge the Customer for any resulting additional costs.

Article 4   Deadline and schedule

5.1.   All delivery times quoted or to be quoted by PCI at any time are always approximate and are never final. Indications of delivery times are based on the working conditions applicable at the time of the Contract and timely delivery of materials and information. If a delay occurs as a result of changes in the aforementioned working conditions and/or as a result of late delivery of information and/or late delivery of materials from PCI and/or from Third Party suppliers used by PCI, the delivery period will be extended as necessary.

5.2.   If the progress of the work is likely to be or has been delayed, PCI will inform the Customer accordingly in Writing as soon as possible, indicating the cause of the delay and, if possible, how this affects the approximate delivery time quoted.

5.3.   PCI accepts no further liability for any delays beyond what is stated in the provisions of this Article.

Article 5   Additional provisions for delivery and implementation

5.1   The Customer must ensure in a timely fashion that the place of delivery and/or the environment in which the Implementation or the performance of other Services takes place, is in fact suitable for this purpose.

5.2   As part of the Implementation, PCI may set up and conduct a system test in the Customer's test environment. The purpose of this test is to allow PCI to determine independently that the Software is working properly, both in terms of the separate components and as an integrated whole.

5.3   The Implementation includes a one-time brief instruction to familiarise the Customer and its personnel with the use of the Software and Products. Instruction will be provided primarily by the experts involved in the Implementation, but said instruction is not intended to replace proper training.

5.4   Once the Implementation is complete - at PCI's discretion - PCI will notify the Customer in Writing of its full commissioning. This notice does not affect the provisions of the Contract and this Leaflet and the General Terms and Conditions regarding acceptance and warranty.

5.5   The date of the Notice in Writing as referred to in Section 5.4 of this Leaflet is regarded as the date of commissioning.

5.6   If and insofar as the Contract (partly) involves installation and Implementation of Software, whether or not on a Secondment basis, which the Customer has acquired themselves or in any case was not supplied by or on behalf of PCI, the Customer guarantees that it has acquired sufficient licences to allow PCI and/or the Employee to carry out the contractually agreed work. If and insofar as needed, the Customer hereby authorises PCI and/or the Employee to agree on behalf of the Customer to (license) terms as shown to the user for approval at the time of the installation process, whether automated or not. The Customer indemnifies PCI against Third Party claims concerning intellectual property rights relating to the Software referred to above.

Article 6   Additional Provisions for Acceptance and Acceptance Testing

6.1   If Parties agree on having an Acceptance Test performed by the Customer after the date of commissioning of the Software and/or Products, this Acceptance Test must take place within ten (10) Business Days of the date of commissioning.

6.2   The Acceptance Test may relate to Products and/or Software, hereinafter referred to as the subject of acceptance.

6.3   During the Acceptance Test, PCI will assist the Customer upon request, charging its applicable rates.

6.4   Within five (5) Business Days after conducting the Acceptance Test, the Customer must send PCI a report of the
Acceptance Test, dated and signed. This report will record any Defects found and will indicate whether the system is performing properly.
It will also state whether or not the Products and/or Software have been accepted. If PCI has not received the results
of the Acceptance Test by the end of this period, PCI reserves the right to consider the Software as accepted.

6.5   Minor Defects, including Defects that by their nature and/or number do not reasonably prevent commissioning and start of use, are not considered viable grounds for withholding acceptance, without impacting PCI's obligation to repair

such Defects as much as possible.

6.6 Software from a third party supplier is never subject to acceptance. However, with respect to Software from a third-party supplier, PCI will immediately communicate any Defects found during the Acceptance Test to such third party, who must then deal with the Defects as per the applicable terms and conditions. If and insofar as needed, PCI is prepared to make efforts to provide a temporary solution during the time it takes the third party supplier to correct the Defect. Said efforts will be charged to the Customer on an actual cost basis.

6.7 If the Customer has not accepted the Products and/or Software at the time of performing the Acceptance Test, the Acceptance Test will be repeated no later than ten (10) Business Days after the identified Defects have been resolved in accordance with the provisions of this Article. The procedure described in the preceding sentence is repeated until the subject of acceptance no longer has any Defects that would reasonably prevent commissioning and start of use.

6.8 If the Products and/or Software are accepted by the Customer, the date on which the relevant report is signed by the Customer is considered the date of acceptance.

6.9 If, at the Customer's discretion, no or only a partial Acceptance Test is conducted, and/or the Customer starts using the commissioned subject of acceptance before formal acceptance, the date of said first use is considered the date of acceptance.

Article 7 Additional provisions for delivery and storage of Products

7.1 For Contracts with an order amount below € 500.00, an additional fee of € 15.00 will be charged per order. Shipping and transportation for Contracts of € 500.00 or more is at PCI's expense, unless expressly agreed otherwise.

7.2 Acceptance of Products by PCI and/or a carrier engaged by PCI is classed as proof that said Products were apparently in good condition at the time of receipt, unless the contrary is evident from the shipping document or receipt.

7.3 The Customer is not authorised to return a properly delivered item and/or Products to PCI until approval has been issued by an authorised Employee. In this event, PCI reserves the right to charge the Customer a 15% restocking fee of the purchase price of the returned item and/or Products with a minimum of €37.50.

7.4 PCI is not responsible for storage of the Products to be delivered, unless storage is expressly agreed in the contract. If storage is contractually agreed, this is at the Customer's risk and expense, unless expressly agreed otherwise.

Article 8 Support and monitoring

8.1 Unless otherwise agreed, Support concerns only first-line support.

8.2 The Customer ensures that only designated and trained employees of the Customer use PCI's service desk.

8.3 In consultation with and at the expense and risk of the Customer, PCI may attempt to remotely resolve problems reported by the Customer with respect to Products and Software agreed between the Parties via a telecommunications connection, but PCI is not required to do so. PCI will at all times exercise the necessary due care and the Customer will strictly follow PCI's instructions during remote work. PCI is not liable for any damage or losses caused by general use or unauthorised use of the remote connection.

8.4 If monitoring is agreed upon in addition to Support, PCI will make every effort to preventively detect problems relating to Products and Software agreed between the Parties. If PCI Products and/or Software are installed by or on behalf of PCI at the Customer's site, the Customer is required to treat such Products and Software with due care and never to make any changes to them without PCI's prior consent. PCI expressly does not guarantee that all preventable problems can or will actually be detected and, unless otherwise agreed, is not responsible for resolving detected problems.

Article 9 Maintenance and Management

9.1 If a Contract relates to the performance of Maintenance, the Contract will specify the rights of the Customer regarding Maintenance in more detail, including the terms and conditions, the applicable Service Window and the applicable rates.

9.2 If the Contract (partly) includes Maintenance of components that PCI has not delivered and/or prescribed, PCI reserves the right, before performing the Contract, to create an inventory of the Products used by the Customer. This inventory will be attached to the Contract as an Appendix. The Maintenance will then only cover the inventoried components.

9.3 Unless otherwise agreed, work carried out at the Customer's site is charged on the basis of actual cost at the rates applicable at that time.

9.4 PCI reserves the right to charge a surcharge for performing Maintenance outside the Service Window at the request of the Customer in order to guarantee continuity to the best of its ability.

9.5 If a reported malfunction is not demonstrable and/or reproducible and/or is reported by an employee of the Customer not designated jointly by the Customer and PCI for that purpose, PCI is not required to resolve the relevant malfunction. Resolving of such malfunctions will occur at the rates maintained by PCI at such a time.

9.6 Malfunctions caused by (1) improper use by the user, (2) gross negligence by the user and/or the organisation, (3) use not in accordance with the intended purpose,

(4) causes in Products / Software not supplied and maintained by PCI, (5) deviations from the Products / Software recommended by PCI, (6) working with consumables that do not comply with specifications previously approved by PCI, (7) changes made without PCI's prior consent, relocations carried out and maintenance work completed by third parties and (8) failure to comply with instructions from manufacturers of the Products / Software concerned do not fall within PCI's maintenance obligation. Resolving of such malfunctions will occur at the rates maintained by PCI at such a time.

9.7 The Customer must make the Products / Software and, if necessary, any data files required for Maintenance available to PCI free of charge for a sufficient number of consecutive hours.

9.8 The Customer will take appropriate measures to prevent damage to Products, Software and data files that may occur as a result of work to be performed by PCI.

9.9 The Customer will ensure that the level of knowledge of users and administrators is and remains at a level judged by PCI to be adequate.

9.10 PCI does not guarantee that the Products / Software to be serviced will operate without interruption or other defects or that all defects will be corrected.

9.11 Recovery or restoration of damaged or lost data (whether due to Maintenance and Administration or otherwise) is not the responsibility of PCI.

Article 10 Housing

10.1 If the Parties agree to use a third-party data center, said Housing is also subject to the general and special conditions and the associated Service Level Contract of the third party. The terms of this article, like the other articles of this Leaflet and General Conditions, may be invoked exclusively by PCI in this situation with respect to Housing.

10.2 PCI ensures the presence of facilities for connectivity and power supply at the housing site.

10.3 PCI will ensure that the Housing environment is equipped with industry-standard physical security measures and systems so that the environment meets the service levels outlined in the SLA.

10.4 PCI will arrange for the installation of the Customer's server(s) at PCI's housing location.

10.5 The Customer must ensure the timely presence, maintenance and disposal of Products at whichever housing of PCI that the Customer wishes to use.

10.6 Concerning the Products and Software it uses, the Customer guarantees that these:
   a) are suitable for the purpose for which they are used and comply with relevant national and international standards;
   b) are properly constructed and maintained so that they do not cause any damage to the housing site;
   c) do not pose a danger to people, materials, data, Products and/or Software present at the Housing Location;
   d) are updated/modernised from time to time;
   e) are provided with adequate fire prevention measures;
   f) may be installed on the housing site by PCI or the Customer / may be present on the Products without violating any third party (copyright) rights.

10.7 PCI reserves the right to reject the Customer's Products / Software if PCI believes that the Products do not satisfy the requirements listed in the preceding paragraph or are otherwise unsuitable for being placed in the Housing environment.

10.8 If the Customer's Products cause or threaten to cause a fire, fire alarm, short circuit or other hazard, PCI reserves the right (1) to investigate the Products or have them investigated, (2) to charge the Customer for the costs of this investigation, (3) to recover from the Customer any losses caused by such a hazard, and (4) is not liable to compensate the Customer in any way for damage/losses related to PCI's acts or refusal to act as outlined in this paragraph.

10.9 If the Customer wishes to perform maintenance (or have maintenance performed) on the server on site, the Customer must submit a request to this effect to PCI no later than one Business Day prior to the relevant maintenance, providing the name of the person for whom access is requested to PCI's housing location. The Customer is not authorised to enter the area in which its server is located without prior permission in Writing and under the supervision of an authorised Employee.

10.10 Unless otherwise agreed, maintenance at the housing site may only take place on Business Days during Business Hours.

10.11 The Customer shall not install and/or modify cabling at PCI's housing location without PCI's prior approval in Writing. If the Customer installs cabling, the Customer must ensure that it follows designated routes as directed by PCI.

10.12 If and insofar as applicable, the Customer will ensure that its employees comply with PCI's internal code of conduct.

Article 11 IaaS service

11.1 As much as possible, provision of a Virtual server is carried out during the configuration, in the manner and for the period specified in the Contract. PCI does not guarantee that the Virtual Server will be available to the Customer at all times.

11.2 Unless otherwise agreed, PCI is not responsible for the management of Software / data installed by the Customer on the Virtual server.

11.3 PCI may perform work on a Virtual server provided to the Customer for its use at the

Customer's request. Unless otherwise agreed, this work will be billed on actual cost basis at the rates that PCI maintains at that time.

11.4 If the activities referred to in the previous paragraph consist of installing / managing / making Software accessible, the Customer must demonstrate that it has sufficient licensing rights to ensure that Employee(s) can lawfully carry out the assigned activities. The Customer indemnifies PCI against all third-party claims relating to (alleged) infringements on intellectual property rights relating to the Software referred to in this paragraph.

11.5 PCI reserves the right to replace (parts of) the Cloud Infrastructure underlying the Virtual Server at any time. In such an event, PCI will inform the Customer of the consequences of such replacement for the Customer in due time.

11.6 The Customer shall not, either by action or lack thereof, cause direct or indirect disruption to the performance of part or all of the Cloud Infrastructure, the infrastructure of third parties and/or links between these infrastructures with (the content or volume of) its data traffic.

11.7 If, in PCI's opinion, a danger arises to the uninterrupted performance of PCI's infrastructure and/or PCI's services to the Customer, such as, but not limited to, viruses, Denial of Service attacks, port scans, hacking, Spam by or on behalf of the Customer, or otherwise, PCI may give instructions that must be immediately followed by the Customer, as well as suspend all or part of the services for as long as the relevant danger exists.

11.8 The Customer is in default without further notice of default if the instruction referred to in the preceding paragraph is not immediately followed by the Customer.

11.9 PCI offers its Services on a fair-use policy basis. This means that in principle, it does not impose any restrictions on the nature and scope of the use of the Cloud Infrastructure attributable to the Customer other than those referred to in paragraph 7 of this article, on the understanding that PCI reserves the right to take measures in the event of excessive use, i.e. use that is significantly higher than that of the average Customer. Upon PCI's first notification, the Customer shall take measures to decrease said excessive load. PCI reserves the right to suspend the Services in the event of continued excessive load. PCI will pass the costs associated with such excessive load on to the Customer at the prices and rates that apply at that time. An excessive load is also understood to mean an excessively high use of processor, memory, network and disk capacity as well as an excessively large demand on Support and Management.

11.10 the Customer shall refrain from using the Services for acts and/or conduct that violate the law (including the Dutch Criminal Code, the General Data Protection Regulation and the Telecommunications Act), netiquette (rules of conduct on the Internet), the Contract and General Terms and Conditions and Leaflet, or otherwise use the Services in a manner that exposes PCI to negative publicity.

11.11 Without prejudice to the above, the Customer shall refrain from using the Services for distributing Spam as well as facilitating Spam (including having open SMTP relays and/or proxies, having open proxies, hosting or ordering the hosting of websites that are advertised by means of unsolicited messages and providing DNS services for such websites).

11.12 The Customer has the burden of proof to show that prior consent has been given by the addressee in the case of communications sent in bulk by or on behalf of the Customer. If prior consent has been issued by the addressee by email, via a website or by any other electronic medium without safeguards identifying the sender, the alleged consent is not be deemed proven until the addressee has confirmed consent to the Customer.

11.13 The Customer is liable for any damage/losses caused by the distribution of Spam in the event of infringement on this article. Loss/damage includes compensation for the time spent by PCI in removing IP addresses of PCI and other PCI Customers that were added to spam fighter blacklists as a result of the relevant Spam, as well as the costs resulting from processing complaints about Spam distributed by the Customer.

11.14 In the event of any breach of the provisions of this Article, PCI reserved the right to terminate the Contract or to discontinue or suspend all or some of its services and/or to remove the Customer data from Products, temporarily or permanently, without prejudice to the Customer's obligation to pay the remaining instalments of the Contract and without any liability for payment of any indemnification or other compensation to the Customer.

11.15 If at any time the Customer discovers a security issue in the Cloud Infrastructure, the Customer is required to immediately report this to PCI, providing all information available to the Customer that is necessary to resolve this issue.

Article 12 Making Devices Available

12.1 PCI will make Devices physically available to the Customer in the quantity and of the types specified in the Contract or functionally equivalent or successor types.

12.2 PCI will perform Support for operation of and hardware maintenance on the Devices, in accordance with the specifications in the Contract.

12.3 Unless otherwise agreed, the Customer shall take care of installing Software and obtaining the corresponding licenses. If the Parties agree that Software will be installed on Devices by PCI, (1) PCI guarantees that it is authorised to make said Software available to the Customer and indemnifies the Customer against third-party claims in this regard and (2) the Customer guarantees that the relevant Software will be used strictly in accordance with the accompanying licence conditions, and the Customer indemnifies PCI against all third-party claims relating to (alleged)

infringements of intellectual property rights on the aforementioned Software resulting from non-compliance with the licence conditions that apply to the Software.

12.4 Unless otherwise agreed, PCI is not required to perform any other type of work related to the Devices. Any work other than that referred to in the previous sentence performed at the Customer's request will be charged on the basis of actual cost at the rates that PCI maintains at the time.

12.5 The Customer must report malfunctions of Devices to PCI's help desk immediately. PCI does not guarantee that the Devices and the Software or Software on the Devices will have uninterrupted availability at all times.

12.6 The Customer has a duty of care when using the issued Devices and Software.

Article 13   Secondment and Regular Support

13.1 PCI will make the Employee(s) designated in the Contract available to the Customer to perform work under the Customer's direction and supervision. This work must fall within the scope of the agreed types of work.

13.2 The Customer may only employ the Employee made available for work other than the agreed type or for work outside the Netherlands if PCI has issued its prior consent in Writing.

13.3 If a Contract concerning secondment or regular support has been entered into on a permanent basis, a notice period is specified in the Contract that applies to each of the Parties. Notice of termination must be sent in Writing. PCI is never liable for any compensation due to termination.

13.4 PCI will make reasonable efforts to ensure that the Employee provided remains available for work during the contractually agreed days and hours for the duration of the Contract. Even if the agreement is entered into with an expectation of performance by a specific person, PCI always reserves the right to replace this person with one or more other persons with the same qualifications, in consultation with the Customer.

13.5 The Customer reserves the right to request replacement of the Employee made available by PCI (i) if the Employee made available demonstrably does not meet expressly agreed competences, and the Customer informs PCI accordingly in Writing, substantiated with reasons, within three Business Days after commencement of the work, or (ii) in case of long-term sick leave or retirement of the Employee made available. PCI will prioritise this request and resolve it without delay. PCI does not guarantee that replacement is always possible. If replacement is impossible or not immediately possible, the Customer's claims to further performance of the contract as well as all claims of the Customer due to non-performance of the agreement shall lapse. Any payment obligations of the Customer regarding the work performed remain in effect.

13.6 Unless otherwise agreed, the Seconded Person will work during PCI's Business Days and Business Hours. The Employee's commute - insofar as the commute to the Customer exceeds the Employee's regular commute to PCI's location - is part of that Employee's Contractual Working Hours.

13.7 With regard to the Employee made available, the Customer acts with the same duty of care that it has with regard to its own employees.

13.8 In all dealings with the Employee made available and PCI, the Customer is required to comply with the relevant legislation and the obligations arising from related regulations in terms of occupational safety and good working conditions in general.

13.9 If the Employee made available works longer per day than the agreed or standard number of Contractual Working Hours, or outside of PCI's usual Business Days, the Customer will be charged an agreed additional mark-up for these hours or, in the absence
of contractual mark-up charges, the hourly mark-up rate that is customarily charged by PCI. Upon request, PCI will inform the Customer
of applicable mark-up rates.

Article 14   Advising and consulting

14.1 The lead time of a Contract for consultancy or advisory services depends on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant Third Parties. Therefore, unless otherwise agreed in writing, PCI will not commit in advance to a certain lead time for any assignment.

14.2 PCI's services will be performed exclusively on PCI's usual business days and hours, i.e., Monday through Friday between 8:00 a.m. and 5:00 p.m., unless otherwise agreed.

14.3 The Customer's application of any advice and/or consultancy report issued by PCI is always at the Customer's risk. In relevant situations, the Customer has the full burden of proof that (the style of) advice and consultancy services do not comply with what was agreed in Writing, or what may be expected of a reasonable and competently acting PCI organisation, without prejudice to PCI's right to provide proof to the contrary by any means.

14.4 Without PCI's prior Written consent, the Customer is not entitled to make any disclosures to a third party regarding PCI's methods, practices and techniques and/or the content of PCI's advice or reports. The Customer will not provide or otherwise disclose PCI's advice or reports to any third party.

14.5 PCI will periodically inform the Customer about the performance of the work as agreed in Writing. The Customer must notify PCI in writing in advance of any

circumstances that are or may be of interest to PCI, such as the method of reporting, any issues which the Customer desires PCI to consider, the Customer's priorities, availability of the Customer's resources and personnel, and special or potentially unknown (by PCI) facts or circumstances. The Customer will ensure further dissemination and awareness of the information provided by PCI within the Customer's organisation, and will assess this information partly on that basis and inform PCI accordingly.

Article 15   As-a-Service (aaS)

15.1 In the Contract, the Parties agree on the functionalities that PCI will provide to the Customer on an As-a-Service basis. Parties define the service level for the As-a-Service provision in an SLA to the Contract. In the absence of an SLA, PCI does not guarantee that the functionality of the As-a-Service product will always be available to the Customer, but PCI is committed to ensuring maximum availability.

15.2 If set out in the Contract, PCI will also install the Software designated in the Contract on the Cloud Infrastructure for use by the Customer. Unless expressly agreed otherwise in writing, the Customer will ensure sufficient license rights to the Software referred to in the previous sentence for installation by PCI and for use by the Customer.

15.3 PCI does not guarantee that any Software to be used will be free of errors, nor that it will perform without interruption.

15.4 PCI is not responsible for verifying the accuracy and completeness of the results of the service and the data generated using the As-a-Service product.

15.5 PCI guarantees that it reserves the right to make the functionality available to the Customer as an As-a-Service product and indemnifies the Customer against any third-party claims in this regard. The Customer warrants that the SaaS Software is always used in strict accordance with the associated license terms, and the Customer indemnifies PCI against all and any third-party claims relating to (alleged) infringements of intellectual property rights on the aforementioned Software-as-a-Service resulting from non-compliance with the license terms associated with the Software-as-a-Service.

15.6 Once PCI has completed the setup of the functionality, PCI will notify the Customer of its completion, confirming that the functionality is ready for use by the Customer. The Customer may conduct an Acceptance Test in the manner set out in Article 6.

15.7 PCI will communicate adjustments to functionality to the Customer in a timely manner, and PCI will provide information regarding the consequences of the intended adjustments or changes. In consultation, Parties will decide whether the modified functionality will be made available to the Customer.

15.8 PCI may make changes to the content or scope of the service. If PCI anticipates that such changes will result in a change to the Customer's applicable procedures, PCI will notify the Customer accordingly as soon as possible. The cost of such changes is charged to the Customer. In situations as referred to in this paragraph, the Customer has the right to terminate the Contract in Writing by the date on which the change would take effect, unless the change is related to changes in relevant legislation or other regulations issued by competent authorities, or if PCI bears the costs of such change.

15.9 Unless otherwise agreed in writing, PCI is not required to perform data conversion.

15.10 If PCI performs work on the data of the Customer, its employees or users pursuant to a request or authorised order from a government agency or in connection with a legal obligation, all associated costs will be charged to the Customer.

15.11 All Products, Software and Deliverables used by PCI in the provision of services remain the property or intellectual property of PCI, even if the Customer pays a fee for PCI to develop or acquire them.

15.12 The Customer is responsible for maintaining the confidentiality of usernames, passwords and other credentials provided to the Customer in the context of the service.

15.13 Unless otherwise agreed in Writing, the Customer is responsible for management tasks, including monitoring the settings, the use of the service and how the results of the service are deployed. The Customer is also responsible for instruction to and use by users, irrespective of whether or not such users have a hierarchical relation with the Customer. In the absence of explicit agreements in this regard, the Customer must independently install, set up, parameterise and fine-tune the (auxiliary) Software required on its own Products, and if necessary, adapt the Products, other (auxiliary) Software and user environment applied, and achieve the interoperability desired by the Customer.

15.14 The Customer acts as a professional user, and in this context in any case will:
    a)   not make any injudicious, unauthorised, unlawful or improper use or use not in accordance with the intended purpose of PCI's Service;
    b)   not place any data/Software on the PCI Products that may violate or infringe upon the intellectual property or other rights of PCI or third parties, or may be contrary to the law or good morals, such as (child) pornography sites, illegal games of chance, etc.
    c)   not infringe on any intellectual property rights of PCI or third parties;
    d)   not spread viruses;
    e)   not use any Products other than those recommended by PCI and otherwise follow PCI's instructions regarding prerequisite conditions for use as set out in the SLA;
    f)   not allow any third parties to use the Service without PCI's prior express

Written consent;
    g)   avoid substantially increasing the system load on PCI's side or decreasing the stability of functionality;
    h)   not cause any disruption of the performance of the Cloud Infrastructure, third party infrastructure and/or links between infrastructures due to (the content or intensity of) data traffic or otherwise.

15.15 In the context of the continuity of the Customer's information supply, Parties will, in the event of termination of the As-a-Service product(s), immediately enter into consultation regarding the (method of) transfer of data, the service provision and/or other management measures required for an undisrupted continuation of the Customer's use of its data. All work performed by PCI as per this Article will be charged on an actual cost basis at the rates that apply at that time.

15.16 PCI is willing to continue to provide the As-a-Service product(s) for a period of time to be determined (limited to 3 (three) months) after the expiration of the notice period of the Contract, at the rates that PCI maintains at that time, should this prove necessary, unless this cannot reasonably be expected of PCI.