

We are Microsoft  
database experts,  
driven by passion



# TERMS AND CONDITIONS



## 1. DEFINITIONS

- 1.1. For the terms used throughout these terms and conditions the following definitions apply, unless otherwise specified:

**SQLBrander.nl B.V.:**

The *besloten vennootschap* (B.V.: private limited company) is located in Aalsmeer, Wilgenlaan 1 (1431 HT), and is listed in the Trade Register of The Chamber of Commerce and Industry, Amsterdam, The Netherlands. Registered under number 73663999.

**SQLBrander.nl B.V. Diensten:**

All services which are provided by SQLBrander.nl B.V. in agreement with Customer and specified in the Framework Agreement that was reached with Customer.

**SQLBrander.nl B.V.:**

SQLBrander.nl B.V. and its legal successors.

**Time-limit for complaint:**

Time period of 30 days, for the purposes of Civil Code of the Netherlands, article 6:89, to be calculated as from the time at which the Customer the deficit is detected or reasonably should have been detected.

**Subsequent Calculation:**

The calculation of all costs and expenses actually incurred related to the Services performed.

**Customer:**

The contracting party with which SQLBrander.nl B.V. is coming to/has reached the Framework Agreement for SQLBrander.nl B.V. to provide its Services and/or Third-Party Products.

**Products and Services:**

Third-Party Products and/or Services by SQLBrander.nl B.V.

**Third Parties:**

A person or entity that is not SQLBrander.nl B.V., the Customer or both.

**Party/Parties:**

SQLBrander.nl B.V., Customer or both.

**Third Party Products:**

(Intellectual) property (software and/or hardware) held by Third Parties and/or services provided by Third Parties and which were subsequently offered to the Customer by SQLBrander.nl B.V. as

established in the Agreement Framework, all subject to the applicability of the terms and conditions of the concerning Third-Party, unless the Parties have explicitly agreed otherwise.

**Framework Agreement:**

The agreement reached between SQLBrander.nl B.V. and Customer, including the relevant appendices which are an integral part of the agreement.

**SLA (Service Level Agreement):**

Part of the Framework Agreement between Customer and SQLBrander.nl B.V., in which the Service Level is stipulated, and the rights and obligations of both Parties have been defined.

- 1.2. The headings above the articles of these conditions are only intended to increase the legibility of this document. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

## 2. GENERAL CONDITIONS

- 2.1. These conditions apply to all offers, proposals, Agreements and/or other legal relationships between SQLBrander.nl B.V. and the Customer, the consequent provisions and the corresponding business activities, whether or not they are based on a written, verbal, and/or electronic Framework Agreement.
- 2.2. Changes in, as well as additions to these conditions and/or the Framework Agreement reached between SQLBrander.nl B.V. and Customer are only valid when agreed to by Parties in writing.
- 2.3. If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfilment of the obligations that may flow forth from the Framework Agreement with SQLBrander.nl B.V.
- 2.4. If any provision in these Terms and Conditions (in part or in full) is found to be illegal, invalid, or unenforceable, this shall not affect any other provisions of the Terms and Conditions, and the Contract shall remain in full force and effect. SQLBrander.nl B.V. and Customer shall consult with each other to replace the illegal, invalid, or unenforceable provisions in these Terms and Conditions with provisions that are legal, valid, and enforceable and that – given the content and the meaning of these Terms and Conditions – will correspond as much as possible with the annulled provisions.
- 2.5. Third Party Terms and Conditions that are stated applicable in these conditions shall be provided if requested by Customer. The Third-Party Terms and Conditions shall be provided in the format and language in which the document was presented to SQLBrander.nl B.V.

## 3. OFFERS AND PROPOSALS

- 3.1. Verbal agreements, offers, assignments, or other expressions of whatever nature by employees of SQLBrander.nl B.V. are only valid and binding when they have been confirmed in writing by authorized representatives of SQLBrander.nl B.V.
- 3.2. All offers and proposals are without obligation and will remain valid for two months as from the date of the offer made by SQLBrander.nl B.V. Offers are based on the data provided by the Customer. Customer is responsible for the correctness and completeness of these data.
- 3.3. The prices in the offers and quotations are net of VAT (BTW) and other government taxes, as well as any costs to be incurred as part of the Framework Agreement, including postage and administration costs, unless indicated otherwise.
- 3.4. The rates and conditions of previous offers and conditions by SQLBrander.nl B.V. will not automatically apply to future commissions.
- 3.5. If SQLBrander.nl B.V. considers an altered commission a request for additional work, SQLBrander.nl B.V. will notify Customer prior to performing additional work. The notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether the proposed additional work is to be carried out.

## 4. AGREEMENT IMPLEMENTATION

- 4.1. The Agreement shall be established after the Customer has notified SQLBrander.nl B.V. in writing that the offer or proposal has been accepted. However, if the acceptance by the Customer deviates from the offer or proposal made by SQLBrander.nl B.V., the Agreement shall only be established if SQLBrander.nl B.V. has agreed to these deviations in writing.
- 4.2. All Agreements established are subject to the condition precedent that the Customer – exclusively at the judgement of SQLBrander.nl B.V. – proves to be sufficiently creditworthy to fulfil the financial obligations of the agreement. SQLBrander.nl B.V. will at all times be entitled to obtain any relevant information needed or to attach conditions to the Agreement that require Customer to pay one or more advances on the amount to be paid to SQLBrander.nl B.V.

## 5. FRAMEWORK AGREEMENT EXECUTION

- 5.1. SQLBrander.nl B.V. shall commence execution of the agreement between SQLBrander.nl B.V. and Customer only after a signed copy of the agreement drawn up by SQLBrander.nl B.V. has been received by SQLBrander.nl B.V. and/or having received payment of all amounts due fully and on time. Should SQLBrander.nl B.V. commence execution of the Framework Agreement prior to receiving a signed copy of the Framework Agreement and/or having received payment of all amounts due fully and on time, SQLBrander.nl B.V. reserves the right to suspend execution of the Framework Agreement pending receipt of a signed copy of the agreement and/or payment of all amounts due fully and on time.
- 5.2. All activities performed by SQLBrander.nl B.V. are performed at the best of its knowledge and abilities. SQLBrander.nl B.V. shall be bound by a best-efforts obligation in relation to the intended work, provided that the agreed performance indicators have been adequately defined, and are objectively determinable as is established in the SLA, which dictates the minimal obligations imposed on SQLBrander.nl B.V. except for any culpable conduct and/or omission by Customer or any circumstances outside the sphere of influence of SQLBrander.nl B.V.
- 5.3. Any work activities will, in principle, take place without interruption on Business Days and under normal working conditions.
- 5.4. If no further provisions are included in the Framework Agreement between both Parties, the work activities undertaken outside Business Days will be considered overtime. In the case of overtime, the activities undertaken outside regular Business Days will be charged according to the overtime rates that have been included in the Service Level Agreement.
- 5.5. If a term has been agreed on in the Framework Agreement to complete certain work carried out by SQLBrander.nl B.V. within the term of the Framework Agreement, then this term shall never be a term to be observed on penalty of forfeiture of rights, unless it was specifically included in the proposal and or partial agreement. If the term of execution is exceeded, the Customer must consequently declare SQLBrander.nl B.V. in default in writing, which grants SQLBrander.nl B.V. a reasonable period to still fulfil its service obligation, before SQLBrander.nl B.V. will be considered to be in default.
- 5.6. SQLBrander.nl B.V. has the right to arrange for the work to be performed by a third party appointed by SQLBrander.nl B.V. This will not affect the obligations of SQLBrander.nl B.V. to the Customer.
- 5.7. SQLBrander.nl B.V. is entitled to decide which member of staff will be appointed to carry out the work activities that have been agreed on. The Customer is entitled to submit a justified request for replacement of the member of staff at SQLBrander.nl B.V. that is assigned to carry out the work activities at Customer's location. SQLBrander.nl B.V. will strive to replace the member of staff concerned as soon as possible.
- 5.8. If it has been agreed that the services included in the Framework Agreement are to be performed in different phases, SQLBrander.nl B.V. is entitled to suspend the performance of those elements that are part of a subsequent phase until the Customer has approved the results of the preceding phase in writing.
- 5.9. If SQLBrander.nl B.V. depends on information or data of the Customer, SQLBrander.nl is entitled to suspend the execution of the agreement or commission until SQLBrander.nl B.V. is provided with the correct information or data.
- 5.10. SQLBrander.nl B.V. will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. SQLBrander.nl B.V. shall not be required to follow instructions which change or supplement the substance or scope of the agreed services; if such instructions are followed, however, the work in question shall be compensated pursuant a Subsequent Calculation.

## 6. CUSTOMER'S CO-OPERATION OBLIGATIONS

- 6.1. The Customer will render its full cooperation to establish conditions under which SQLBrander.nl B.V. is able to properly ratify the Framework Agreement. In doing so, the Customer will do everything within its power to provide SQLBrander.nl B.V. with all the useful and necessary data and further information, which SQLBrander.nl B.V. considers necessary to ratify the Framework Agreement in a timely and correct manner. SQLBrander.nl B.V. is to be supplied with the useful and necessary data and further information in a timely manner.
- 6.2. The Customer is the sole party responsible for the accuracy, completeness, and reliability of the information and documents that SQLBrander.nl B.V. is provided with, even if such information and documents originate from Third Parties.
- 6.3. The Customer is obliged to notify SQLBrander.nl B.V. at its earliest convenience in case any calamities occur or might occur that could directly affect the Services performed by SQLBrander.nl B.V.
- 6.4. If changes and/or new facts arise regarding data, information, requests and/or requirements previously provided, SQLBrander.nl B.V. will always be fully entitled, in consultation with Customer, to adjust the Framework Agreement to these new circumstances or to dissolve or annul the Framework Agreement.
- 6.5. If the Customer employs a Third Party to carry out work on Services provided by SQLBrander.nl B.V., the Customer is obliged to inform SQLBrander.nl B.V. in a transparent, explicit, and timely manner.
- 6.6. If SQLBrander.nl B.V. or Third Parties employed by SQLBrander.nl B.V. carry out work activities conform the Framework Agreement at the Customer's location or a location appointed by the Customer, the Customer is responsible for providing SQLBrander.nl B.V. or Third Parties employed by SQLBrander.nl B.V. with free of charge reasonable, requested facilities, such as office space and telecommunication facilities.
- 6.7. If SQLBrander.nl B.V., on behalf of the Customer, requests Third Parties to supply SQLBrander.nl B.V. with certain goods or if SQLBrander.nl B.V. needs to supply Third Parties with certain goods in order to ratify the Framework Agreement, the Customer, upon agreeing with the Terms and Conditions stated in this document, authorises SQLBrander.nl B.V. to do so on behalf of and at the risk of the Customer. The Customer shall fully indemnify SQLBrander.nl B.V. against all claims from third parties in the broadest sense of the word.

## 7. DELIVERY

- 7.1. All valid (delivery) deadlines specified by SQLBrander.nl B.V. have been set by SQLBrander.nl B.V. to the best of its knowledge and based on the data that are known to SQLBrander.nl B.V. and will be taken into consideration as much as possible.
- 7.2. The delivery term commences on the day of the materialisation of the agreement or, in as far as the following takes place at a later time, on the day on which an agreed advance has been made in full and the information to be provided by Customer relevant for the implementation of the agreement has been received.
- 7.3. Execution of the Framework Agreement can take place in stages if this is agreed upon. In such case, delivery will take place after the results of the preceding stage have been approved by the Customer in writing.
- 7.4. (Delivery) deadlines will therefore not be seen as fatal term for delivery, unless explicitly included in the Offer and/or partial agreement, but a time period within which SQLBrander.nl B.V. shall strive with best efforts to deliver what has been agreed to. If it becomes clear that a deadline may not be met, SQLBrander.nl B.V. and the Customer will consult as soon as possible to set a new deadline.

## 8. CONDITION PRECEDENT

- 8.1. Rights are granted to the Customer under the condition precedent that the Customer will pay the fees agreed on (including possible license fees) in time and in full.

## 9. PAYMENTS

- 9.1. The Customer is held to pay a (one-off and/or regular) fee for the Products and Services in accordance with the provisions in the Framework Agreement. SQLBrander.nl B.V. will invoice the specified amounts to be paid by the Customer on a monthly basis. The Customer will pay the amounts due within 15 days following the invoice date, without being entitled to any deduction, setoff, or settlement.
- 9.2. SQLBrander.nl B.V. is entitled to charge an advance if the advance is included in the proposal and/or partial agreement. In such case, SQLBrander.nl B.V. reserves the right to start the fulfilment of the agreement after the aforementioned advance has been received.
- 9.3. In the event payment terms have not been discussed and/or agreed on, SQLBrander.nl B.V. will perform the activities on the basis of Subsequent Calculation.
- 9.4. If payment takes place on the basis of Subsequent Calculation, this means that SQLBrander.nl B.V. will make a rough estimate of the expected costs before commencement of the activities. Upon completion of the activities to be performed the actual costs of the activities performed will be invoiced. The Customer is, therefore, aware that the previously estimated costs may be lower than the actual costs and that the actual costs will be due.
- 9.5. If the Customer should fail to meet its payment obligations, the Customer will be in default without any further demand or default notice being required. The statutory commercial interest rate (article 6:119a Civil Code of the Netherlands) is due by the Customer on a monthly basis as from the date which the Customer is in default, based on the amount Customer is due to SQL Brander.nl B.V. In addition, all other outstanding demands on the part of the Customer are immediately due and payable.
- 9.6. The Customer is not entitled to suspend its payment obligations to SQLBrander.nl B.V. under any circumstances. Furthermore, the Customer is not entitled to dissolve the agreement with SQLBrander.nl B.V. if the Customer is in default.
- 9.7. Regardless of whether SQLBrander.nl B.V. has executed the agreed services in full, all obligations and amounts due by the Customer under the agreement shall become immediately due and payable when:
  - a payment term is exceeded;
  - the Customer is declared insolvent or asks for suspension of payments;
  - the Customer's assets or claims are seized;
  - the Customer (legal entity) is dissolved or put into liquidation;
  - the Customer makes a request to be admitted to judicial debt (natural person) is placed under legal restraints or dies;
- 9.8. After expiration of the payment term, the Customer shall be legally in default and all claims from SQLBrander.nl B.V. to the Customer are immediately due and payable, and SQLBrander.nl B.V. has the right to suspend the performance of the contractual obligations.
- 9.9. As soon as the Customer is in default, the Customer is liable for interest of 1.5% per month or part thereof. All reasonable costs made by SQLBrander.nl B.V. to obtain compliance (extra)judicially are at the expense of Customer. The extrajudicial costs shall be determined based on what is accepted in the Dutch collection business (Wet Incasso Kosten).
- 9.10. These costs include all judicial and extrajudicial costs, including collection, office and settlement costs of prosecutors, summoners, and loss assessors. Should SQLBrander.nl B.V. have to resort to applying for bankruptcy of the Customer, the Customer is liable for the invoice amount, interest, and judicial and extrajudicial collection costs, as well as the costs of the application for bankruptcy.

## 10. PRICE CHANGES

- 10.1. In the event of any changes in the Consumer Price Indices (CPI) or in the CBS (Statistics Netherlands) index business services (Software Consultancy), SQLBrander.nl B.V. will be entitled to adapt its prices accordingly. SQLBrander.nl B.V. will adapt its prices annually, on 1 January, based on the figures published by CBS on 1 January (and therefore possibly based on the third quarter figures) as 'CBS Prijsindex Softwareconsultancy' (CBS general price index software consultancy).
- 10.2. De overeengekomen prijzen kunnen door SQLBrander.nl B.V. tussentijds worden verhoogd met eventuele orderkosten, verzendkosten, kosten van Derden en (plotselinge) kostenstijgingen veroorzaakt door Diensten en/of nieuwe eisen waaraan SQLBrander.nl B.V. dient te voldoen als gevolg van wetswijzigingen. Verhoging kan eveneens plaatsvinden indien werkzaamheden ten behoeve van Opdrachtgever buiten het kantoor van SQLBrander.nl B.V. geschieden met dien verstande dat reis- en wachttijdvergoedingen, reiskosten en/of kilometervergoedingen, hotelkosten en eventuele andere aan dergelijke werkzaamheden verbonden kosten alleen in rekening worden gebracht indien Partijen dit nadrukkelijk zijn overeengekomen dan wel vooraf uitdrukkelijk door Opdrachtgever zijn goedgekeurd of indien de werkzaamheden (in opdracht van Opdrachtgever) in het buitenland dienen plaats te vinden. De reis- en wachttijdvergoeding bedraagt 100% van het dan geldende uurtarief. De wijze van vervoer wordt door SQLBrander.nl B.V. bepaald.

## 11. WARRANTY AND COMPLAINTS PROCEDURE

- 11.1. SQLBrander.nl B.V. performance is assessed based on a best-effort obligation, as specified in more detail in the Service Level Agreement.
- 11.2. Any right to an entitlement based on the Service Level Agreement lapses if the Customer modifies the Products and Services, or has these modified, without SQLBrander.nl B.V.'s prior permission in writing.
- 11.3. In any case, the guarantee issued for any Third Parties Products is limited to the guarantees provided by these Third Parties in their general terms.
- 11.4. SQLBrander.nl B.V. is entitled to charge its usual prices and costs for repairs, modifications or replacements of Products and Services if defects are the result of careless or incompetent use or any other causes that cannot be attributed to SQLBrander.nl B.V. or if the Customer could have reasonably discovered the defect in the 30 days' period following delivery or if the Customer has not complained within the Time limit for filing a complaint.
- 11.5. In case of a defect, the Customer must notify SQLBrander.nl B.V. of the defect as soon as possible, and in any event within the complaint period. If the Customer fails to notify SQLBrander.nl B.V. of the defect within the complaint period, the Customer's recovery rights for loss because of the default shall lapse.
- 11.6. In case of a defect and in case the Customer notifies SQLBrander.nl B.V. in a timely manner, SQLBrander.nl B.V. shall correct the defect within a reasonable period of time, shall provide a suitable replacement, or re-execute the agreement.
- 11.7. Indien sprake is van een gegronde klacht binnen de Klachttermijn van Opdrachtgever, schort dit de betalingsverplichtingen jegens SQLBrander.nl B.V. niet op.



## 12. PERSONAL DATA

- 12.1. Insofar as SQLBrander.nl B.V. processes personal data in the context of the Framework Agreement with the Customer, SQLBrander.nl B.V. will be seen as processor within the meaning of the Uitvoeringswet Algemene Verordening Gegevensbescherming (AVG) (General Data Protection Regulation (GDPR)) and therefore the Framework Agreement will also be seen as a Data Processing Agreement in the sense of the AVG. SQLBrander.nl B.V. is not entitled, at any time, to use the personal data that are made available, or to have these used, in whole or in part, in any other way than required for the performance of the Framework Agreement, all of this provided that statutory obligations do not stipulate otherwise.
- 12.2. In the event referred to in paragraph 1 of this article, SQLBrander.nl B.V. will take proper technical and organisational security measures to protect the personal data against loss or against any form or unlawful processing. These measures will guarantee a proper security level, considering the technical state of the art and the costs involved in the execution of the measures, given the risks that the processing and the nature of the data to be protected carry. The measures are also directed at preventing unnecessary collection and further processing of personal data. SQLBrander.nl B.V. will lay down these measures in writing and will allow the Customer, at its request, to inspect this documentation.
- 12.3. SQLBrander.nl B.V. processes personal data, as defined in the AVG (GDPR), in a proper and careful manner and in compliance with the applicable legislation and regulations and, where applicable, the Customer's code of conduct as approved by the relevant supervisory authorities. The foregoing will apply in full for cross-border dispatch and/or distribution and/or supply of personal data to non-EU countries. Moving personal data to countries outside the EU may only take place upon the Customer's prior consent in writing.
- 12.4. SQLBrander.nl B.V. will fully cooperate with the Customer in order to (i) to allow persons involved in the sense of the AVG (GDPR) to inspect their personal data, (ii) to allow persons involved in the sense of the AVG (GDPR) to have their personal data deleted or corrected, and/or (iii) to obtain proof that personal data have been deleted or corrected if these are incorrect, or, if the Customer should contest the involved person's point of view, to record the fact that the person involved considers his personal data to be incorrect.

### 13. INTELLECTUAL PROPERTY RIGHTS AND LICENCES

- 13.1. Unless it concerns Third Party Products, all intellectual property rights, industrial property rights and other rights arising from any order to be executed by SQLBrander.nl B.V., wherever and whenever, will remain vested in SQLBrander.nl B.V., unless explicitly included in the proposal or partial agreement.
- 13.2. The Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights, and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to SQLBrander.nl B.V.
- 13.3. The Customer is not permitted to remove or modify any designation concerning intellectual property rights, industrial property rights, other rights, trademarks, and tradenames from the Products and Services, or to have such changes made by Third Parties.
- 13.4. All intellectual property rights, industrial property rights or other rights of course materials and/or other Documentation will remain with SQLBrander.nl B.V. The Customer is explicitly not permitted to multiply or publish this, to make it available to Third Parties or give Third Parties the right to use it. The Customer will ensure and guarantee that its employees and/or Third Parties to be engaged by the Customer will also meet the obligations stated in this paragraph.
- 13.5. The Customer itself is responsible for obtaining the correct (number of) licences to Third Party software that is used by SQLBrander.nl B.V. for the Services performed relating to the Customer's infrastructure. Regarding the software that the Customer already uses, the Customer guarantees that it has the appropriate and sufficient rights.
- 13.6. The Customer guarantees it is entitled to make Third-Party software as referred to in paragraph 5 of this article available to SQLBrander.nl B.V. The Customer indemnifies SQLBrander.nl B.V. against any Third-Party claim stating that products, software (licences), knowhow and/or the Customer's (internet) content provided to SQLBrander.nl B.V. under the Framework Agreement infringe any intellectual property right of that Third Party.
- 13.7. Parties are obliged to do everything possible, within all reasonableness, to protect the intellectual property rights of the other Party and to act, either or not separately, against any infringement of these rights
- 13.8. If and as soon as the Customer notices any infringement(s) of the rights as referred to in this article, the Customer is required to notify SQLBrander.nl B.V. of this infringement/these infringements immediately. It is then for SQLBrander.nl B.V. to decide whether, and if so, how SQLBrander.nl B.V. shall counteract this/these infringement(s). The Customer is not entitled to take action itself.
- 13.9. If SQLBrander.nl counteracts the infringement(s) in any way, as referred to in paragraph 8 of this article, the Customer is required to fully cooperate, without any compensation, in any actions SQLBrander.nl B.V. undertakes – voluntarily or involuntarily – to protect the aforementioned rights.

## 14. CODE OF CONDUCT

14.1. The Customer will ensure and guarantee that any damage and/or interruption will not be caused by misconfigurations on the Customer's part.

14.2. SQLBrander.nl B.V. and/or Third Parties can never be held accountable for any damage, of whatever nature, suffered by the Customer and/or Third Parties because of the measures taken by and/or on behalf of SQLBrander.nl B.V. under paragraph 4 of the present article. The obligation to pay the amounts agreed upon will continue to apply in full during the executions of the measures taken by and/or on behalf of SQLBrander.nl B.V. under paragraph 4 of the present article.

14.3. SQLBrander.nl B.V. reserves the right, at its sole discretion to temporarily disable facilities, delete the relevant information and/or suspend SQLBrander.nl B.V.'s obligations, if:

- *there is reason to suspect the facility infringes the rights of a Third Party;*
- *a Third Party notifies SQLBrander.nl B.V. of any infringements of its rights by means of the facility;*
- *provisions set forth in these conditions and/or the Agreement are breached;*
- *the obligations resulting from these conditions and/or the Agreement are either not met, not properly met, not fully met or not timely met;*

The obligation to pay outstanding fees remains in force during any periods when the facility is disabled, information deleted, and/or SQLBrander.nl B.V.'s obligations suspended.

14.4. If the seriousness of the Customer's actions and/or failure to act should justify this course, and/or these actions and/or this failure to act is continued despite measures undertaken by and/or on behalf of SQLBrander.nl B.V., as set out in paragraph 3 of this article, SQLBrander.nl B.V. is entitled to annul the Framework Agreement, without being obliged to compensate any damages or to reimburse any amounts paid.

## 15. COMPLIANCE – SUPERVISORY AUTHORITIES

15.1. If and insofar as the Customer has informed SQLBrander.nl B.V. in writing that the Customer is held to comply with the guidelines laid down by the supervisory authorities, such as the Dutch Data Protection Authority (College Bescherming Persoonsgegevens (CBP)), The Dutch Central Bank (De Nederlandse Bank (DNB)), the Netherlands Authority for Financial Markets (Autoriteit Financiële Markten (AFM)) and the Dutch Healthcare Authority (Zorgautoriteit (NZa)), the provisions of paragraphs 2 to 6 of the present article will apply.

15.2. In case a supervisory authority should wish to formally inspect the service provided by SQLBrander.nl B.V. to the Customer, the Customer will primarily endeavour to deal with such an enquiry together with the supervisory authority.

15.3. In the event the supervisory authority should determine that the request cannot be handled or cannot be handled with the Customer alone, SQLBrander.nl B.V. will enable the relevant supervisory authority to coordinate with SQLBrander.nl B.V.

15.4. In case a supervisory authority considers it necessary, SQLBrander.nl B.V. will ensure full cooperation in being audited by the supervisory authority.

15.5. SQLBrander.nl B.V. and the Customer will consult to cooperate constructively, to meet a supervisory authority's reasonable request, by means of coordination between SQLBrander.nl B.V., the Customer and the relevant supervisory authority.

15.6. In case SQLBrander.nl B.V.'s efforts to meet a supervisory authority's request do not arise from a demonstrably attributable failure on SQLBrander.nl B.V.'s part to meet its obligations, the Client will reimburse SQLBrander.nl B.V.'s efforts based on SQLBrander.nl B.V.'s hourly fees that were agreed on or, if no hourly fees were agreed upon, on the basis of SQLBrander.nl B.V.'s usual fees.

## 16. CONFIDENTIALITY

- 16.1. SQLBrander.nl B.V. and the Customer commit to mutual confidentiality concerning all data and information regarding each other's organisation, customers, files, and products, available to both Parties when performing activities for the benefit of the Parties or for the benefit of the Customer's clients. Data and information may exclusively be used to benefit the performance of the Framework Agreement that was reached between both Parties.
- 16.2. The Customer indemnifies SQLBrander.nl B.V. against all claims from Third Parties which may be filed against SQLBrander.nl B.V. because of a violation which is not imputable to SQLBrander.nl B.V., or which is a result of current legislation and regulations, which include but are not limited to the applicable privacy legislation.

## 17. LIABILITY

- 17.1. SQLBrander.nl B.V. can never be held liable for any damages incurred by the Customer because of defaults by SQLBrander.nl B.V. and/or its (non-)subordinate assisting servants (which explicitly includes Third Parties engaged by SQLBrander.nl B.V.) upon execution of any agreement concluded between parties, unless the damage is the direct consequence of intent or gross negligence of SQLBrander.nl B.V. In no event will SQLBrander.nl B.V. be liable for any damage that is a result of an action by SQLBrander.nl B.V. authorised by the Customer.
- 17.2. SQLBrander.nl B.V. can never be held liable for any damage, of whatever nature, that occurred because SQLBrander.nl B.V. assumed incorrect and/or incomplete data provided by or on behalf of the Customer.
- 17.3. SQLBrander.nl B.V. can never be held liable for indirect damage, including consequential damage, loss of profit, lost savings, and damage due to business stagnation.
- 17.4. Indien en voor zover SQLBrander.nl B.V. uit welke hoofde dan ook toch schadelijktig is jegens Opdrachtgever is deze aansprakelijkheid beperkt tot maximaal het bedrag van de voor de betreffende overeenkomst bedongen vergoeding (exclusief BTW) welke reeds door Opdrachtgever is voldaan. Indien die overeenkomst hoofdzakelijk een duurovereenkomst is met een looptijd van meer dan één jaar, dan wordt de bedongen vergoeding gesteld op het totaal van de vergoedingen (exclusief BTW) bedongen voor één jaar.
- 17.5. The Customer is bound to indemnify SQLBrander.nl B.V. and hold SQLBrander.nl B.V. harmless with respect to all Third-Party claims for compensation in connection with the Agreement between SQLBrander.nl B.V. and the Customer, unless such claims are due to gross negligence or wilful misconduct on the part of SQLBrander.nl B.V.
- 17.6. Any claim to compensation must be received by SQLBrander.nl B.V. in writing within one month after the customer becomes aware of the facts to which the complaint relates or might reasonably have been expected to become aware of it. Upon failing to do so any rights to compensation will lapse.

## 18. TAKE-OVER OF CONTRACT

- 18.1. The Framework Agreement that was reached between SQLBrander.nl B.V. and the Customer as well as the resulting rights and obligations cannot be transferred to Third Parties without SQLBrander.nl B.V.'s permission in writing. SQLBrander.nl B.V. is entitled to impose conditions to its permission. The Customer undertakes, in any case, and now and henceforth, to impose on any Third Party all relevant obligations under the Framework Agreement and these Terms and Conditions. The Customer, together with this Third Party, will remain jointly and severally liable for the obligations arising from the Framework Agreement and the Terms and Conditions.
- 18.2. The Customer grants SQLBrander.nl B.V. the rights, in advance and without SQLBrander.nl B.V. having to require the Customer's explicit consent, to transfer the Framework Agreement, or parts of it, to:
  - parent, sister and/or subsidiary companies;
  - a third party in the event of the merger or takeover of SQLBrander.nl B.V.Should this occur, SQLBrander.nl B.V. will inform the Customer about this.

## 19. STAFF

- 19.1. For the performance of the Services SQLBrander.nl B.V. will employ members of staff, and will continue to employ these members of staff, who are appropriately qualified regarding education, expertise, and experience, to carry out the contract with the Customer in a decent, proper, and competent manner.
- 19.2. The Customer is held, in the context of the contracted Services, to grant SQLBrander.nl B.V. members of staff access, insofar as required, to the buildings and to provide them with workplaces and the necessary equipment.
- 19.3. The Customer is entitled to alter the location where the work activities are to be performed. In the event this alteration should result in a demonstrable increase in costs for SQLBrander.nl B.V. and/or any delay, SQLBrander.nl B.V. is entitled to claim reimbursement of these costs or have the time schedule adapted.
- 19.4. During the term of the Framework Agreement or any renewal of it and for a period of 12 months, the Customer is not permitted to employ SQLBrander.nl B.V. employees who were involved in the performance of the Framework Agreement or to have these carry out activities for the Client, directly or indirectly, with or without payment, or to enter into business relations with these employees, directly or indirectly, in the broadest possible sense of the word, without SQLBrander.nl B.V.'s prior consent in writing, unless this prohibition is in violation of mandatory statutory law. In as far as there is a situation to which art 9a of WAADI act (Placement of Personnel by Intermediaries Act) applies, the Customer is required to pay SQLBrander.nl B.V. a reasonable compensation. Parties agree that a reasonable compensation is set to 1,200 (one thousand, two hundred) times the applicable hourly rate of the employee in question.
- 19.5. In the event SQLBrander.nl B.V. grants its permission – as stated in the previous paragraph of this article – in writing, the Customer is to pay a compensation, directly due and payable – as described below. The compensation will be related to the services provided by SQLBrander.nl B.V. to the Customer in connection with the assignment, recruitment, selection and/or training of the employee in question. SQLBrander.nl B.V. shall determine the compensation in all reasonableness based on expenses and margin unless parties should agree otherwise.
- 19.6. To prevent serious infringements of paragraph 4, the Customer will forfeit a penalty, immediately due and payable, amounting to € 5,000 (five thousand) per infringement and amounting to € 500 (five hundred) for each day the infringement continues, if the Customer should violate the provisions laid down in paragraph 4, without a notice of default being required and notwithstanding SQLBrander.nl B.V.'s right to claim performance and compensation of the damage suffered.
- 19.7. If and insofar the provisions in paragraph 4 of this article regarding the employing of SQLBrander.nl B.V. employees by the Customer is in violation of the mandatory statutory law, the Customer is to pay a compensation, immediately due and payable, for activities performed by a SQLBrander.nl B.V. employee for the Customer in connection with the assignment, recruitment, selection and/or training of the employee in question, if the Customer should employ one of SQLBrander.nl B.V.'s employees after the agreement has ended. SQLBrander.nl B.V. shall determine the compensation in all reasonableness based on expenses and margin unless parties should agree otherwise.

## 20. NON-IMPUTABLE FAILURE

- 20.1. Neither Party is obligated to fulfil any obligation if they are prevented from doing so as a result of circumstances which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. These circumstances include circumstances beyond SQLBrander.nl B.V.'s or the Customer's control, such as force majeure on the part of SQLBrander.nl B.V.'s suppliers, bad weather conditions, fire, explosion, power failure, network malfunctions, floods, illness, lack of personnel, strikes, selective strikes, go-slows or other labour disputes, accidents, government acts, the impossibility to obtain the required permits or licences or approval, material scarcity, theft, traffic inconvenience and/or transport impediments.
- 20.2. If the non-imputable failure is of a temporary nature, either Party is entitled to suspend the performance of the Framework Agreement until the relevant situation has ended, without being held to compensate the other Party.
- 20.3. In the event that the force majeure of either party surpasses a three-month period, either party has the right to terminate the Framework Agreement without being held to compensate the other Party in respect of this termination.

## 21. TERMINATION

- 21.1. Either Party is entitled to terminate the Framework Agreement, in whole or in part, by giving notice of termination to the other Party, in registered writing, if the other Party continues to fail to meet its obligations under the Framework Agreement, also after a written demand setting a reasonable period of time for performance.
- 21.2. Amounts regarding products or services that have already been provided in execution of the Agreement that were invoiced by SQLBrander.nl B.V. before the Agreement was terminated continue to be owed in full and shall be immediately payable at the time of termination.
- 21.3. Either Party is entitled to terminate the Agreement, in part or in whole, with immediate effect, by means of an extrajudicial declaration and without being held to compensate damages, if:
  - bankruptcy or suspension of payment has been filed for by the other Party;
  - the other Party is in a state of bankruptcy or suspension of payment has been granted;
  - a preservation order or an executory attachment is made/placed on the other Party's assets insofar as such attachment or order should negatively affect the execution of the Framework Agreement;
  - the other Party's company is liquidated or ended for any reason other than reconstruction or company merger.
- 21.4. Following the termination of the Framework Agreement, for whatever reason, the Customer can no longer derive any rights from the Framework Agreement, without prejudice, however, to the continued applicability of Parties' obligations which, in accordance with their nature, are meant to survive the termination of the Framework Agreement, such as, but not limited to, the obligations with respect to property rights, confidentiality and non-takeover of personnel.

## 22. CONSEQUENCES OF TERMINATION

- 22.1. In the event the Framework Agreement is terminated, for whatever reason, SQLBrander.nl B.V. will take back or invalidate the identification data, address details and/or codes provided by SQLBrander.nl B.V. immediately after the termination is finalised.
- 22.2. SQLBrander.nl B.V. will either transfer to the Customer, within one month following the termination of the Framework Agreement, the domain name(s) registered by SQLBrander.nl B.V. on behalf of the Customer or discontinue their use if this was agreed on and if the fee agreed on has been paid in full.

### **23. APPLICABLE LAW AND DISPUTES**

- 23.1. The laws of the Netherlands are exclusively applicable to all Agreements entered into between Parties, even if a contract is partially or fully executed abroad or if the other party legally involved has its address abroad, unless Parties have agreed otherwise in writing. Parties explicitly declare that the Vienna Sales Convention (CISG) does not apply. Any disputes arising under this Agreement shall exclusively be brought before the competent court of law in the district in which SQLBrander.nl B.V. has its registered office.
- 23.2. The parties will submit a dispute to the court only after they have made every effort to settle the dispute in consultation.

### **24. ADJUSTMENT**

- 24.1. SQLBrander.nl B.V. is entitled to adjust or complete the General Terms and Conditions. Adjustments of minor importance can be made at any time. Substantive adjustments shall be discussed with the Customer (in advance).

### **25. FINAL PROVISIONS AND REFERENCE**

1. These terms and conditions have been filed under number 73663999 with the Chamber of Commerce of Amsterdam, The Netherlands.
2. The latest version that has been filed, or the version that was valid at the time at which the Agreement was entered into, shall be applicable.