

BDO General Terms and Conditions for Non-Assurance Services

Article 1 - Definitions

1.1 In these General Terms and Conditions, the terms below have the following meaning:

- (a) General Terms and Conditions: the provisions contained in this document;
 - (b) Administrator: a User who has the right to grant to other natural persons the authorisation to use the SaaS Service;
 - (c) BDO Group: the group of related legal entities operating in the Netherlands and trading under the 'BDO' brand name;
 - (d) BDO Member Firm: an independent business that is a member of BDO International Ltd.;
 - (e) Defect: a demonstrable and reproducible failure resulting in the Software not, or not fully, functioning as agreed in the Agreement;
 - (f) User: a natural person designated as such by the Client or the Administrator who has access to the SaaS Service and who is authorised to use the SaaS Service;
 - (g) Hosting Environment: the server on which the Software is installed;
 - (h) Incident: the non-availability or incomplete availability of the SaaS Service, not as a result of a Defect;
 - (i) Office Hours: Monday to Friday from 08:30 to 17:00 CET, excluding nationally recognised Dutch public holidays, with 5 May being a national holiday once every five years;
 - (j) Supplier: the Contractor's supplier of the Hosting Environment and/or the Software;
 - (k) Agreement: all arrangements in place between the Client and the Contractor under which the Contractor has undertaken towards the Client to perform Services subject to the General Terms and Conditions;
 - (l) Client: the party that awarded the Agreement for the performance of Services;
 - (m) Contractor: the private limited liability company that is a member of the BDO Group and a party to the Agreement;
 - (n) Maintenance: implementing technical and functional improvements to the Software;
 - (o) Party(ies): The Client or the Contractor individually or the Client and the Contractor jointly;
 - (p) Personal Data: personal data within the meaning of the General Data Protection Regulation (GDPR);
 - (q) Deliverable: any information, advisory opinions, recommendations and other content of reports, presentations or other messages that the Contractor will provide to the Client pursuant to the Agreement, in either digital or hard-copy format;
 - (r) SaaS Service: the provision of Software via the Hosting Environment, including carrying out Maintenance and providing support;
 - (s) Service Desk: the help desk for support for the use of the SaaS Service that can be contacted in the manner described in the Agreement;
 - (t) Software: the software, as specified in the Agreement, for processing, editing, producing and/or delivering data;
 - (u) Services: all activities performed under the Agreement concluded between the Client and the Contractor.
- 1.2 For the purposes of these General Terms and Conditions, it makes no difference whether the terms defined above are worded in the singular or the plural or are used in a particular combination.

Chapter 1 - General

Article 2 - Applicability

- 2.1 These General Terms and Conditions apply to all legal relationships between the Contractor and the Client concerning Services performed or to be performed by the Contractor for the Client.
- 2.2 Derogations from these General Terms and Conditions will only be valid if and to the extent expressly agreed between the Parties in writing.
- 2.3 Notwithstanding the provisions of Article 2.2, the Contractor will be authorised to unilaterally amend the Agreement based on laws and regulations.

Article 3 - Formation and term of the Agreement

- 3.1 The Agreement will be formed at the moment when the Contractor is again in possession of the engagement letter sent to the Client and signed for approval by the latter.
- 3.2 The Agreement referred to in Article 3.1 is based on the information provided by the Client to the Contractor.
- 3.3 The Agreement will apply for the term agreed between the Parties. The Agreement will end in any case upon termination and/or completion of the Services.
- 3.4 The Parties will be permitted to sign the Agreement and any and all adjustments to it electronically. In addition, each Party will be permitted to sign a different copy of the same document. Any amendments to the Agreement must be agreed by both Parties in writing.

Article 4 - Required information and responsibilities of the Client

- 4.1 The Client will be required to promptly provide the Contractor with, or arrange the provision of, all information, resources, materials and assistance (including access to documents, systems, buildings and persons) which the Contractor believes it needs for the correct performance of the Agreement or is obliged to obtain pursuant to the law. The information must be provided in the format and manner requested by the Contractor. If the information is not provided, or is not provided in good time, the Contractor will be authorised to immediately suspend the performance (or further performance) of the Agreement.
- 4.2 The Client will furthermore be required, on its own initiative, to provide the Contractor in good time with all information which the Client knows or should reasonably know to be important or useful for the proper performance of the Agreement.
- 4.3 The Contractor may rely on the accuracy, completeness and reliability of the information provided to the Contractor, even if this information originates from third parties.

- 4.4 If the performance of the Services is delayed as a result of the fact that the Client does not fulfil its obligations referred to in Articles 4.1 and 4.2 or because the information provided by the Client has proved to be incorrect, incomplete or unreliable, the (additional) costs resulting from this are at the expense of the Client. In addition, the Contractor is at that time authorised to charge (additional) fees for the (additional) Services that have become necessary as a result and the Contractor may immediately suspend the (further) performance of the Services.
- 4.5 The Client will be responsible for all management decisions relating to the Agreement and the use and/or implementation of the outcomes of the Services, as well as for deciding whether the Agreement is suitable for the Client's purposes.

Article 5 - Performance of the Services

- 5.1 The Contractor will perform the Services, with due observance of what has been agreed between the Parties, to the best of its knowledge and ability and with due care. However, the Contractor does not guarantee that a particular result will be achieved. The Contractor will perform the Services as an independent Contractor rather than as an employee, agent or partner of the Client or in the form of a joint venture. The parties will not have any right, mandate or authority whatsoever to bind the other party, unless agreed otherwise in writing.
- 5.2 The Contractor will decide which person or persons from its organisation working for it or associated with it will perform the Agreement, in which context the provisions of Articles 7:403 paragraph 2, 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code will not apply. Furthermore, the Contractor determines how and by what means the Services will be carried out.
- 5.3 The Contractor will perform the Services with due observance of the laws and regulations applicable to the professionals involved in the performance of the Agreement, including the relevant rules of conduct and professional practice. The Contractor and/or the professional involved will never be required to act or refrain from acting in a way that is contrary to or incompatible with the rules referred to above.
- 5.4 The Services to be performed by the Contractor will be limited to what has been agreed between the Parties and will not be specifically aimed at detecting fraud, unless the Parties have expressly agreed otherwise. If, in the Contractor's opinion, the Services reveal indications of fraud, the Contractor will promptly notify the Client of this, in which respect the Contractor will be required to comply with the regulations on reporting fraud arising from the rules of conduct and professional practice applicable to the professionals involved in the performance of the Services.

- 5.5 The Contractor will be permitted to outsource parts of the Services in the context of the Agreement, either to other BDO Member Firms or to other Contractors. However, only the Contractor will be responsible towards the Client for the performance of the Services and the other obligations under the Agreement.
- 5.6 The periods specified by the Contractor for the performance of the Services will always be approximate periods, unless the Parties have expressly agreed otherwise or it follows from the nature, substance or purport of the Services that these periods are final deadlines.
- 5.7 If any Services were carried out during the performance of the Services for the Client which are additional to or different from the instruction, the notes relating to those Services in the Contractor's records will justify the presumption that those Services were carried out pursuant to a supplementary instruction, provided that those notes relate (among other things) to consultations held between the Contractor and the Client (wholly or partly) in relation to the Services referred to. If the Services referred to above were performed in fulfilment of the Contractor's obligations ensuing from Article 5.3, the Contractor will be authorised to invoice the Client for those Services, even if there are no such notes.

Article 6 - Deliverables

- 6.1 Unless agreed otherwise, the Client is not permitted to disclose a Deliverable (or any part or summary of a Deliverable) to the public (including to entities affiliated with the Client) or refer to the Contractor or another BDO Member Firm in the context of the Services, other than to the extent required by law and/or court order (of which the Client will promptly notify the Contractor if and to the extent permitted).
- 6.2 If the Client is permitted to disclose a Deliverable to the public, it is not permitted to adjust, edit or change that Deliverable.
- 6.3 The Client will be permitted to use, from the Contractor's Deliverables, statements, calculations and/or tables based on information provided by the Client itself in its own internal documents, but it is not permitted to use the Contractor's recommendations, conclusions or findings in its documents. The Client will be responsible for the content of such documents and the Client will not be permitted to publicly refer to the Contractor or another BDO Member Firm in that context.
- 6.4 The Client is not permitted to rely on a draft Deliverable. The Contractor will not be obliged to adjust a finalised Deliverable to circumstances or events that become known to it, or occur, after completion of the Deliverable. To the extent that the Services to be performed by the Contractor take the form of advisory or tax services, those services will be based on the state of Dutch statutory law and case law, as may reasonably be assumed to be known to the Contractor at the time that the advisory or tax services are provided.

Article 7 - Confidentiality

- 7.1 The Parties are obliged to keep confidential all that becomes known to them in connection with (the performance of) the Agreement, which they know or should reasonably know to be confidential in nature, including information regarding the existence and content of the Agreement.
- 7.2 In derogation from Article 7.1, however, each Party will be permitted to disclose such information if this information:
- is or becomes public due to causes other than non-compliance with the engagement letter;
 - is subsequently shared with one of the Parties by a third party that, as far as the recipient knows, is not bound by a duty of confidentiality to the disclosing Party;
 - was known to the recipient at the time of its disclosure or was subsequently created independently;
 - insofar as necessary, is disclosed in order to enforce the recipient's rights under the Agreement;
 - is required to be disclosed under the applicable legislation, rule of law or professional practice rules;
 - is relevant in legal or other proceedings in which one of the Parties acts on its own behalf.
- 7.3 The Contractor is required to impose the obligations arising for the Contractor from Articles 7.1 and 7.2 on the third parties it has involved in the performance of the Agreement pursuant to Article 5.5.
- 7.4 The Contractor is permitted, with due observance of the applicable legislation, to provide information from or about the Client to, obtain such information from, and share such information with, the BDO Group, BDO Member Firms and other Contractors, which may subsequently, like the Contractor, collect, use, transfer, store or otherwise process this information for purposes relating to:
- performing the Agreement;
 - meeting regulatory and statutory requirements by which the Contractor is governed;
 - preventing conflicts of interest;
 - performing risk and quality assessments (of and by the Contractor);
 - keeping internal financial and other records of the Contractor;
 - improving existing services and developing new services by the Contractor;
 - IT purposes, including use within the context of the composition and preservation or maintenance of untraceable and anonymised best practices, statistics, research, data analysis and/or benchmark studies.

Article 8 - Intellectual property

- 8.1 The performance of the Agreement by the Contractor will not also entail a transfer of intellectual property rights held by the Contractor. Any intellectual property rights arising during, or resulting from, the performance of the Agreement will be vested in the Contractor insofar as these rights are not also vested in third parties. Any intellectual property rights already vested in the Client prior to the Agreement will remain vested in the Client.
- 8.2 The Contractor grants the Client a right of use with a view to the copyrights, database rights and/or other intellectual property rights that may be exercised - at any location and time - in relation to the Deliverables of the Services performed. This right of use comprises all use of the Deliverables of the Services within the limits of the purpose for which and the persons for whom these Deliverables were prepared. The use of the Deliverables for a purpose other than that of the Agreement, and their disclosure to persons other than those for whom these Deliverables were prepared according to the Agreement, will only be permitted with the Contractor's written consent. The Contractor may attach additional conditions to this written consent. The Contractor will grant the Client the right of use under the Agreement free of charge at the moment when this right arises, which grant the Client already accepts at the present stage.

Article 9 - Fee

- 9.1 The fee for the Services to be provided pursuant to the Agreement will be calculated on the basis of the time spent on those Services multiplied by the hourly rate applied by the Contractor, or on the basis of what the Parties have agreed on this point, and will be exclusive of VAT. Unless the Parties have expressly agreed otherwise, costs incurred in the context of the performance of the Services - including overheads, travel and subsistence expenses and other out-of-pocket expenses, as well as the costs of any third parties involved in the performance of the Services pursuant to Article 5.5 - will not be included in the fee and will be charged to the Client separately. The fee will be due by reference to the stage of completion of the Services. The liability to pay the fee will not depend on the deliverables of the Services provided pursuant to the Agreement.
- 9.2 If there is a change in wages and/or costs after formation of the Agreement but prior to completion of the Services, the Contractor will be authorised to adjust the fee accordingly.
- 9.3 The fee, increased where applicable by expenses and invoices from third parties involved in the performance of the Services pursuant to Article 5.5, will be charged to the Client periodically.

- 9.4 If the Contractor is obliged, pursuant to the applicable legislation, legal proceedings or a government measure, to disclose information in respect of the Services or the performance of the Agreement or have (current or former) partners/employees appear as witnesses, the Client will have to reimburse the Contractor for all professional hours and expenses (including reasonable external and internal costs of legal assistance) which were spent or incurred in order to comply with the request, unless and insofar as the Contractor is itself a party to the proceedings or the subject of the investigation.

Article 10 - Payment and security

- 10.1 The Client must effect payment in Euro within fourteen (14) days of the invoice date, without any deduction, discount or set-off, through payment into or transfer to a bank account to be specified by the Contractor.
- 10.2 If the Client fails to pay within the period stated in Article 10.1, the Contractor will be authorised, without notice of default and without prejudice to the Contractor's other rights, to charge the Client interest at the statutory commercial rate over the period from the payment deadline referred to in Article 10.1 until the date on which payment is made in full.
- 10.3 All judicial and extrajudicial costs, including collection costs, incurred by the Contractor in connection with the Client's failure to fulfil its payment obligations, or to do so in time, will be at the Client's expense.
- 10.4 The Contractor will be authorised at all times to request a reasonable advance payment or additional security from the Client for the fulfilment of the latter's payment obligations. If the Client fails to comply with this request, or fails to do so in good time, the Contractor will be authorised, without prejudice to its other rights, to immediately suspend the further performance of the Agreement, in which respect all amounts owed by the Client to the Contractor on whatever grounds will become immediately due and payable.
- 10.5 If the Agreement is awarded by multiple Clients jointly, they will be jointly and severally liable for meeting the payment obligations arising from the Agreement if and insofar as the Services are performed for them jointly.
- 10.6 The Contractor will be authorised to hold back documents or records produced or modified for the benefit of the Client until the Client has paid all the amounts owed to the Contractor in connection with the performance of the Agreement or the termination of the Agreement, except if and insofar as the Client's manifest interest opposes this.

Article 11 - Objections

- 11.1 The Client is required to notify the Contractor in writing of any objections regarding the invoice amount within thirty (30) days from the invoice date. If the Client fails to object within the period specified to that end, all its rights and claims on whatever grounds in respect of the matter to which it could have objected within that period will lapse.
- 11.2 The Client will not be authorised to suspend its payment obligations on account of any objections as referred to in Article 11.1.

Article 12 - Liability

- 12.1 The Contractor will only be liable for losses sustained by the Client (and any parties affiliated with the Client for whose benefit Services are performed) that are the direct result of an imputable failure in the performance of the Agreement (breach of contract) or an unlawful act, or otherwise pursuant to the law. The aforementioned liability of the Contractor is limited to a maximum of three (3) times the amount of the fee charged by the Contractor to the Client for the performance of the Services which constitutes the cause of the damage. Only the fee relating to the last twelve (12) months in which the Services were performed shall be taken into account. The liability of the Contractor is always limited to € 500,000,- per calendar year.
- 12.2 The Contractor will not be liable for losses sustained because (i) the Client failed to fulfil its obligation to provide information under Articles 4.1 and 4.2, or because (ii) the information provided by the Client turned out to be inaccurate, incomplete or unreliable.
- 12.3 The Contractor will not be required to fulfil any obligation towards the Client if it is prevented from doing so by a circumstance which is not its fault or a circumstance which should not be at its expense pursuant to the law or common opinion. For the purposes of these General Terms and Conditions, force majeure, as well as having the meanings assigned to it by statutory law and case law, is understood to mean all external causes, whether foreseen or unforeseen, which are beyond the Contractor's control but which prevent the Contractor from fulfilling its obligations. Work strikes at the business of the Contractor or of third parties as well as defects in the use of third-party equipment or software prescribed to the Contractor by the Client. The Contractor will also have the right to invoke force majeure if the circumstance preventing performance or further performance of the Agreement commences after the Contractor should have fulfilled its obligation.

- 12.4 The Contractor will always be authorised to limit or undo the Client's losses as much as possible, to which end the Client will fully cooperate.
- 12.5 The Client indemnifies the Contractor against third-party claims regarding losses sustained by those third parties which relate to or arise from the Services performed by the Contractor, unless the Contractor is liable for such losses towards the Client under the provisions of this article.
- 12.6 The limitations of liability laid down in the previous paragraphs of this Article 12 are stipulated in part for the benefit of the BDO Member Firms and other Contractors, members and their directors, shareholders, directors, officers, partners or employees of the Contractor who are involved by the Contractor in the performance of the Services and can therefore invoke those limitations of liability directly.
- 12.7 The Client will no longer be able to invoke a defect in the performance if it has not protested to the Contractor in writing within one (1) year after it detected or could reasonably have detected the defect.
- 12.8 The limitation laid down in paragraph 1 of this Article 12 does not apply to losses caused by wilful misconduct or deliberate recklessness on the Contractor's part.
- 12.9 The Client will exercise its rights of claim and recourse (if any) relating to the Services or otherwise arising from the Agreement only against the Contractor and not against another BDO Member Firm or against other Contractors, members or their directors, shareholders, directors, officers, partners or employees.

Article 13 - (Interim) termination of the Agreement

- 13.1 A Party is entitled at all times to terminate the Agreement, in full or in part, with due observance of a reasonable period.
- 13.2 In addition, the Contractor is entitled at all times to terminate the Agreement in full or in part in writing with immediate effect in the interim, if (i) it determines in reasonableness and fairness that it is no longer able to perform the Services in accordance with the applicable legislation or the applicable rules of conduct and professional conduct or reasons for independence, (ii) information becomes known to it after acceptance or continuation of the Agreement that, had it been known to it at the time of acceptance or continuation of the Agreement, would have resulted in the Contractor not accepting or continuing the Agreement or in an amended form, unless the Contractor is able to adequately adapt the Agreement with the Client, or (iii) if the Client performs actions and/or conduct through the Software that are in conflict with laws or regulations, the Agreement or these General Terms and Conditions.

- 13.3 Notice must be given in writing, whereby notice by e-mail is also considered to be in writing.
- 13.4 In the event the Client is liquidated, declared bankrupt or granted a suspension of payment, the amounts owed by the Client will be immediately due and payable.
- 13.5 All rights and obligations arising from the Agreement and these General Terms and Conditions which, by their purport, are intended to last beyond the termination of the Agreement, will remain in full force between the Parties after termination.

Article 14 - Complaints

- 14.1 The Contractor has a complaints procedure that offers the option of submitting a complaint about the professional conduct of professionals affiliated with the Contractor and about alleged irregularities relating to the Contractor's performance of the Agreement. The Client has the option of submitting a complaint regarding the performance of the Agreement with the Contractor's Complaint Handling Committee. The conditions can be read on the [website](#). The complaint must be sent by post to the address stated below, or sent by email to cls@bdo.nl. The Contractor will investigate the complaint as soon as reasonably possible and inform the Client as soon as reasonably possible of the outcome of its investigation.

Commissie Klachtbehandeling BDO

c/o BDO Holding B.V.
Corporate Legal
P.O. Box 182, 5600 AD Eindhoven
The Netherlands

Article 15 – Protection of personal data

- 15.1 Insofar as the Contractor processes Personal Data in the context of the Agreement, the Contractor will determine the purpose and means of processing, thus acting as the controller within the meaning of the GDPR.
- 15.2 The Contractor may process Personal Data relating to and/or provided by the Client, for example, (i) in the context of the Agreement, (ii) in the context of compliance with statutory obligations applicable to the Contractor, (iii) for the purpose of supporting the provision of services by the Contractor to the Client, (iv) for the purpose of bringing a legal claim or offering a defence against a legal claim, (v) for the purpose of approaching the Client and/or persons working at/for the Client with information about and services provided by the Contractor and third parties, including BDO Member Firms of the Contractor.

- 15.3 Personal Data processing by the Contractor in the context of activities as referred to in Article 15 paragraph 2 above will take place in accordance with the applicable laws and regulations on Personal Data protection ('Privacy Legislation'), such as the GDPR and the General Data Protection Regulation (Implementation) Act (Uitvoeringswet Algemene verordening gegevensbescherming ('UAVG')). The Contractor may share Personal Data with BDO Member Firms and/or third parties that the Contractor has involved in the provision of Services to the Client and for supporting services in that respect. The transfer of Personal Data among BDO Member Firms is subject to the BDO Binding Corporate Rules. Personal Data will only be shared insofar as this is necessary in the context of the aforementioned activities and insofar as this is in accordance with Privacy Legislation. The Contractor has appointed a Privacy Officer (privacy@bdo.nl).
- 15.4 The Client has an independent duty to comply with Privacy Legislation. The Client guarantees the lawfulness of the provision of the Personal Data to the Contractor and will in this context observe all statutory obligations applicable to the Client under Privacy Legislation, such as the obligation to inform data subjects of the provision of their Personal Data to the Contractor and the processing of this data by the Contractor in the context of the Agreement. Information on BDO's processing of Personal Data can be found in the [privacy statement](#).
- 15.5 The Contractor will take appropriate technical and organisational measures to protect the Personal Data from destruction, loss, alteration, unauthorised disclosure and unauthorised access, taking into account the risks attached to the processing of the Personal Data, also in view of the nature of this data.
- 15.6 With regard to Personal Data provided by the Client, the Contractor will inform the Client if (i) a request is received from a data subject seeking to exercise his or her rights, (ii) a complaint or claim is received in relation to the processing of the Personal Data, and (iii) the Contractor makes a notification pursuant to Article 33 or 34 of the GDPR.
- 15.7 If the Contractor so requests, the Client will, without unreasonable delay, lend all cooperation and provide all information required to comply with Privacy Legislation, including but not limited to information and cooperation relating to the exercise of a data subject's rights and any infringements in connection with Personal Data.

Article 16 - Applicable law and disputes

- 16.1 All legal relationships (both contractual and non-contractual) between the Contractor and the Client arising from the Agreement to which these General Terms and Conditions apply will be governed by Dutch law.

- 16.2 All disputes relating to the legal relationship between the Contractor and the Client to which these General Terms and Conditions apply will be referred exclusively to the competent court in the District of Oost-Brabant.

Article 17 - Other provisions

- 17.1 The titles of the articles in these General Terms and Conditions are intended only to increase readability. No rights can be derived from these titles.
- 17.2 The Client will not hire employees of the Contractor involved in the performance of the Services or try to persuade them to enter the Client's employment either directly or indirectly on a temporary or permanent basis, or to perform activities either directly or indirectly for the benefit of the Client, through employment or otherwise, during the term of the Agreement or any extension of that term and during a subsequent period of twelve (12) months.
- 17.3 If it appears that any provision of the Agreement is (fully or partially) annulled, null and void, unlawful or otherwise unenforceable, the other provisions shall continue to apply in full.
- 17.4 Neither Party is permitted to use or refer to the other Party's name, logos or trade mark in public without the other Party's prior consent, it being understood that the Contractor will be permitted to use the Client's name and logo in order to identify it as one of its clients.
- 17.5 If the Contractor and/or its employees perform Services on location at the Client's premises, the Client will provide a suitable workspace that meets the requirements of the Working Conditions Act and the policy rules of the Ministry of Social Affairs and Employment regarding Offices and Computer Work Stations.

Chapter 2 – SaaS Services

In addition to the provisions in Chapter 1, the provisions in this Chapter 2 apply if the Contractor provides a SaaS Service to the Client as part of the Services. In case of a conflict between the provisions in Chapter 1 and Chapter 2, the provisions in Chapter 2 shall prevail.

Article 18 - Licensing and availability of the SaaS Service

- 18.1 The Contractor grants the Client a terminable, non-exclusive and non-transferable right of access and use of the relevant Software for the term of the Agreement.
- 18.2 The Contractor shall endeavour to achieve continuous availability of the relevant Software to the Client. The availability of the Software may (in part) depend on the availability of a Supplier's Hosting Environment.

- 18.3 The Contractor is authorised to (temporarily) interrupt the availability of the SaaS Service, if and in so far as this is necessary for carrying out Maintenance (or having it carried out) or in so far as the Contractor deems it necessary for security reasons. The Contractor shall endeavour to ensure that the interruption of the SaaS Service does not last longer than necessary and, as far as possible, takes place outside Office Hours.

Article 19 - Access to the SaaS Service

- 19.1 The Administrator(s) and/or the User(s) are given access to the relevant Software by the Contractor by means of the login details required for that purpose.
- 19.2 The Client warrants that the login details will not be shared with third parties, recorded, reproduced or duplicated.
- 19.3 If the Client discovers or reasonably suspects that login details have been lost, stolen or have disappeared or that fraudulent, unauthorised, improper or any other incorrect use of the SaaS Service has occurred, the Client must notify the Contractor thereof immediately.
- 19.4 The Contractor is authorised to change and/or block the login details and/or the login procedure. The Contractor shall notify the Client in writing of such change or blocking as soon as possible.

Article 20 - Use of the SaaS Service

- 20.1 The Client warrants that the Administrator(s) and the User(s) will comply with the (technical) instructions and descriptions provided by the Contractor when using the Software.
- 20.2 The Client is not allowed to use the Software, including its documentation and data files, other than for its own organisation.
- 20.3 The Contractor will make the SaaS Service available for the use described in the Agreement. To the extent that there is excessive use of the SaaS Service, the Contractor will inform the Client. The Client shall cease the excessive use upon receipt of the aforementioned notification. If the Client does not cease the excessive use, the Contractor is entitled to charge an additional fee or suspend the SaaS Service.
- 20.4 The Client is not allowed to process data via the SaaS Service that is intimidating, discriminatory, threatening, defamatory or obscene or that violates laws or regulations. The Contractor reserves the right to delete the data in the aforementioned case without notifying the Client in advance.
- 20.5 The Client is not allowed to use the Software in a way that violates laws or regulations, the Agreement or these General Terms and Conditions. The Client is required to subject the Administrator(s) and the User(s)

to the obligations arising for the Client from this paragraph. The Client warrants towards the Contractor that the Administrator(s) and the User(s) comply with the obligations referred to above.

- 20.6 The Client shall be liable to the Contractor for damages and shall indemnify the Contractor against third-party claims arising from access and use of the SaaS Service contrary to what is provided in these SaaS Terms and Conditions.
- 20.7 The Contractor may terminate access to and use of the SaaS Service in whole or in part with immediate effect if the Client, the Administrator(s) and/or the User(s) act contrary to laws or regulations, the Agreement or these General Terms and Conditions.

Article 21 - Maintenance and support

- 21.1 The Contractor and/or the Supplier will carry out periodic Maintenance of the SaaS Service.
- 21.2 Insofar as there are no material changes to the functionality of the SaaS Service, the Contractor is allowed to provide the Client with a modified or new version of the Software as well as to modify the Hosting Environment.
- 21.3 The Service Desk provides support regarding the use of the SaaS Service during Office Hours to the extent and in the manner described in the Agreement. Support may consist of providing information or advice and support in resolving or correcting Incidents or Defects (or having them resolved or corrected).
- 21.4 Incidents or Defects must be reported by the Client to the Service Desk as soon as possible after their discovery in the manner agreed in the Agreement or otherwise. The Client must provide its report with a concrete description of the Incident or Defect and provide any further information requested by the Service Desk without delay. The Contractor cannot warrant that the SaaS Service will be provided without Incidents or Defects. Moreover, the Contractor does not warrant that all Incidents or Defects can be remedied.
- 21.5 The Contractor is never liable for damage resulting from visiting an internet site referred to in the Software. As such an Internet site is neither set up nor maintained by the Contractor, the Contractor cannot be held liable for the content and operation of such an Internet site.

Article 22 - Backups

- 22.1 The Client is obliged to make its own backups of the data entered and to be entered into the Software. In case data are lost, the Contractor will endeavour to restore the data in accordance with the last available backup.
- 22.2 Insofar as agreed in the Agreement and as part of services, the Contractor will provide to the Client backups of the data entered in the Software by the Client.

Article 23 - Security

- 23.1 The Contractor shall take appropriate technical and organisational measures with regard to the Hosting Environment to secure the Software against destruction, loss, modification or unauthorised access to the Client's data. The Client shall not (attempt to) remove or (attempt to) circumvent the aforementioned technical and organisational measures.
- 23.2 The Client shall take appropriate technical and organisational measures to prevent unauthorised access to the Hosting Environment and/or Software, including maintaining and appropriately securing the systems that may be used to access the Hosting Environment.