

# General Terms and Conditions

## Article 1 DEFINITIONS

In these ASP General Terms and Conditions (hereinafter: "General Terms and Conditions") and associated documents, the following definitions shall always apply to the following terms when written with an initial capital letter, both in singular and plural form:

- Acceptance procedure: the acceptance procedure described in Article 4;
- ASP: Application Service Provider;
- CLIENT: every natural person or legal entity with whom/which OTYS wishes to enter into a legal relationship, or does so, or has done so;
- Services: ASP Services and/or other Services;
- Faults: substantial non-compliance with the functional specifications explicitly agreed between the Parties in writing. There can only be any question of a Fault if the client can demonstrate it and if it can be reproduced by OTYS;
- Intellectual Property Rights: all intellectual property rights, such as copyrights, trademarks, patents, designs, trade names, database and related rights, as well as domain names, rights to know-how and associated rights;
- Supplier: one or more suppliers, subcontractors and/or licensors of OTYS and job websites on the internet with which OTYS has one or more legal relationships;
- OTYS: YourIT B.V., the private company with limited liability (Chamber of Commerce number 091 20670);
- Assignment: every request to OTYS by the CLIENT for the performance of Services;
- Agreement: every Agreement and/or legal relationship between the Parties, regardless of how it is designated, relating to the provision of Services or any changes or additions thereto;
- Party or Parties: the CLIENT and/or OTYS;
- Personal Data: all data that is directly or indirectly traceable to an individual person;
- Price Quote: every price quote, offer and/or tender made by OTYS to the CLIENT with respect to Services or associated subjects;
- Results: results of the Services as described in the Agreement;
- Fee: the fee(s) payable by the CLIENT to OTYS arising from the Agreement.

## Article 2 APPLICABILITY

- 2.1. These General Terms and Conditions shall apply to all Price Quotes, Assignments and/or Agreements. These General Terms and Conditions may be deviated from only after obtaining explicit written approval in advance from OTYS and in a written Agreement between the Parties. OTYS will be entitled to amend these General Terms and Conditions unilaterally. However, any such change will not take effect between the Parties until fourteen (14) days after notification thereof to the CLIENT in writing or by e-mail or at a later date stated in such notification.

## Article 3 PROVISION OF SERVICES

- 3.1 Once the Agreement takes effect, OTYS will commence with the provision of the Services. By concluding the Agreement, the CLIENT guarantees (i) the accuracy of the information contained therein and (ii) its full approval of the Agreement.
- 3.2 OTYS will endeavour in accordance with the SLA to provide the Services to the best of its knowledge and ability. The CLIENT will remain obliged to pay the Fee(s) in full, without any reservations regarding actual availability. All Services will be provided on an "as is" basis and will be deemed to have been accepted unconditionally at the moment of their provision by OTYS. The use of Services by the CLIENT (both directly and indirectly) and all resulting consequences will be for the account and risk of the CLIENT.
- 3.3 After prior notification by e-mail (or in writing), OTYS will be entitled to make changes to, replace, interrupt and in particular to block the Services or access to the Services (for instance as a consequence of maintenance, updates and/or expansion of activities by OTYS related to such Services), in which case the CLIENT's obligation to pay the agreed Fee will remain in full effect. However, if the Services or access thereto are interrupted and/or blocked by OTYS for a period of more than twenty-four (24) hours by a single or successive events and such events are not the result of a non-attributable shortcoming as described in Article 12 of these General Terms and Conditions, the corresponding subscription-based Fee(s) will not be payable from the end of that twenty-four (24) hour period until the time at which the Services or access thereto is no longer interrupted and/or blocked by OTYS.

## Article 4 ACCEPTANCE PROCEDURE

- 4.1 Within five (5) business days after provision of the Services, the CLIENT will test the results of the Services for the purpose of acceptance. The CLIENT will ensure that the Acceptance Procedure for the results of the Services is carried out by sufficiently qualified staff and to a sufficient extent and depth.
- 4.2 With respect to the Acceptance Procedure, the CLIENT is obliged to test, under its full and exclusive responsibility, whether the results of the Services fulfil the agreed specifications. Any assistance provided by OTYS in the performance of the Acceptance Procedure will be entirely at the risk of the CLIENT.
- 4.3 If, upon performing the Acceptance Test, it transpires that the results of the Services contain Faults, the CLIENT will provide OTYS with clear and understandable information in writing in the form of a test report, no later than on the last day of the test period specified in Article 4.1. OTYS will make every effort to the best of its ability to remedy those Faults within a reasonable period and will be entitled to apply temporary solutions, program bypasses or impose restrictions to the results of the Services that avoid the problem. The Acceptance Procedure will be repeated in accordance with this article until the results of the Services have been accepted.
- 4.4 The results of the Services will be deemed by the Parties to have been accepted:
- a. on the first day after the test period stated in Article 4.1; or
  - b. from the moment that the CLIENT uses the results of the Services for productive or operational purposes, with such use explicitly being at the risk and account of the CLIENT;
  - c. if before the end of the test period referred to in Article 4.1 OTYS receives a test report within the meaning of Article 4.3:
    - (i) in the event that, in the opinion of OTYS, the test report contains no Faults, irrespective of the presence of deficiencies that according to Article 4.5

do not prevent acceptance, from the date of the test report;  
(ii) at the time that the Faults stated in the test report are remedied, irrespective of the presence of deficiencies that according to Article 4.5 do not prevent acceptance.

- 4.5 Acceptance of the results of the Services may not be withheld on grounds that are unconnected with the agreed specifications and on account of the existence of minor Faults that do not reasonably prevent the results of the Services from being put into operational or productive use. Furthermore, acceptance may not be withheld due to aspects of the results of the Services that can only be evaluated subjectively, such as aesthetics and the look & feel and layout of the user interfaces.
- 4.6 The acceptance of the results of the Services in one of the ways mentioned in this article will have the result of discharging OTYS of its obligations relating to the availability and delivery of the results of the Services.

### Article 5 FEE AND PAYMENT

- 3.4 The CLIENT shall owe Fee(s) periodically in accordance with the rates and prices set and published for such Services by OTYS, expressed in euros (EUR), unless agreed otherwise. All rates, prices and other Fees will be exclusive of taxes (such as VAT) and other statutory levies, unless agreed otherwise in writing.
- 3.5 Payment of the invoices by the CLIENT will take place in accordance with the payment conditions stated on the invoice and in the Agreement. Payment will be made without any set-off, deduction or suspension. Any objections to any invoiced Fees must be notified to OTYS in writing in a timely manner, before the due date for the invoice in question, or immediately after the CLIENT may be reasonably expected to have identified its objection.
- 3.6 The rates and prices stated by OTYS may be changed without prior warning. If the CLIENT does not wish to agree to an increase in rates, the CLIENT will be entitled to terminate the Agreement by means of a registered letter within one (1) month after any such rate and/or price change or within one (1) month after notification by OTYS of the rate and/or price change, with termination taking place on the date stated in the notification by OTYS as being the date on which the change will come into effect. The CLIENT is not entitled to terminate the Agreement if OTYS puts into effect a rate and/or price change in accordance with a pre-agreed index or standard, including but not limited to the Consumer Price Index.
- 3.7 In the event of failure to pay on time, without any notice of default being required, the CLIENT will owe (i) the statutory commercial interest according to Book 6, Article 119a of the Dutch Civil Code on the sum due and (ii) OTYS will be entitled (irrespective of all other rights accruing to it) to suspend performance of the Agreement and (iii) the CLIENT will be obliged to pay not only the sum due but also the full judicial and extrajudicial collection costs incurred by OTYS.
- 3.8 Unless agreed otherwise, payment will be made by the CLIENT to OTYS in two 50% instalments:
- i 50% upon the assignment being given, with a payment term of seven (7) days after the invoice date;
  - ii 50% upon acceptance (in accordance with Article 4), with a payment term of thirty (30) days after the invoice date.
- 5.2 The CLIENT will be invoiced for Additional Services in arrears on a weekly basis unless agreed otherwise. Those invoices

shall be paid by the CLIENT within thirty (30) days.

- 5.3 Training organised in the traditional manner will be invoiced in advance. OTYS will provide these sessions on a regular basis. If the CLIENT does not decide to take this training until after completion, that decision will not have any influence on the acceptance of the website.

### Article 6 OBLIGATIONS OF THE CLIENT

- 6.1 The CLIENT is obliged to ensure that the information that it provides to OTYS is accurate and not misleading in any way. The CLIENT is obliged to inform OTYS immediately about any change to the aforementioned information.
- 6.2 The CLIENT is responsible for the information provided by OTYS, the use of the Services and for maintaining confidentiality in respect of access to and use thereof. The CLIENT is obliged to use the Services within the limits of the terms of the Agreement, these General Terms and Conditions and the applicable statutory regulations.

### Article 7 CONFIDENTIALITY

- 7.1 The CLIENT will ensure that all information received from OTYS that it knows or reasonably ought to know is of a confidential nature, remains confidential. Information will always be confidential if it is designated as such by OTYS. The CLIENT is aware that the available software and other materials, including but not limited to preparatory materials, may include confidential information and commercial secrets belonging to OTYS. Without prior written consent from OTYS, the CLIENT will not make available and/or reveal to staff and/or third parties the information and data carriers that have been made available to the CLIENT, beyond the boundaries of what is permitted by the Agreement, insofar it is not necessary to do so for the fulfilment of the agreed obligations. The CLIENT will use the confidential information only for the purposes for which it has been provided.
- 7.2 The CLIENT will impose these duties of confidentiality on its staff and guarantee compliance.
- 7.3 The Parties:
- a. will consult each other before releasing any press release or any other publication or advertisement that relates to the Agreement;
  - b. will not release any press release, publication or advertisement without the prior consent of the other Party, while that consent will not be withheld or delayed without reasonable grounds;
  - c. may, without the prior consent of the other Party, make a public statement if obliged to do so by law or by a court judgment.
- 7.4 In the event of a breach of Article 7.1, 7.2 and/or 7.3, the CLIENT will notify OTYS in writing immediately of what the breach entails, when it was committed, and any further details that may be relevant. The CLIENT will take all reasonable steps to prevent further breaches. The CLIENT will provide OTYS with all assistance required to defend OTYS's rights, including but not limited to offering OTYS the opportunity to take any further steps of a legal nature or otherwise to prevent further breaches.
- 7.5 In the event of a breach of Article 7.1, 7.2, 7.3 or 7.4, the CLIENT will forfeit to OTYS an immediately payable penalty of EUR 50,000 (in words: fifty thousand euros) per breach and EUR 5,000 (in words: five thousand euros) for each day that the breach persists, which will not qualify for any form of set-

off. This provision will not prejudice OTYS's right to exercise any other legal and/or agreed right, including but not limited to the right to demand compensation or additional compensation (whether in combination with the aforementioned penalty or otherwise).

whether with or without the consent of OTYS.

## Article 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Intellectual Property Rights to the Results that are made available shall vest solely in OTYS and/or its licensor(s). The CLIENT shall acquire only the rights of use granted to it by the Agreement, unless explicitly agreed otherwise in a written document signed by the Parties.
- 8.2 Unless agreed otherwise in writing, OTYS is not obliged to make available anything other than the agreed results of the Services, software, documentation, programs, websites, data files or materials as well as other preparatory material for the foregoing, not even if necessary for the use and/or maintenance thereof. If, in deviation from the foregoing, OTYS must make available anything other than the agreed results of the Services, software, documentation, programs, websites, data files or materials as well as other preparatory material for the foregoing, OTYS may require the CLIENT to enter into a separate written agreement for that purpose.
- 8.3 Unless agreed otherwise in writing, the right to use the Results shall always be non-exclusive, non-transferable and cannot be sublicensed.
- 8.4 The CLIENT will always comply strictly with the restrictions on the use of the Results agreed by the Parties. The CLIENT acknowledges and accepts that a breach of an agreed restriction on use will entail both an attributable shortcoming in compliance with the Agreement as well as an infringement of the Intellectual Property Rights of OTYS.
- 8.5 Unless agreed otherwise in writing, the CLIENT may only use the Results within and for the benefit of its own business or organisation and solely for the intended purpose.
- 8.6 The CLIENT shall not carry out any actions that may infringe the Intellectual Property Rights of OTYS and/or its licensors, including but not limited to publishing and/or reproducing the Results without consent, licensing or selling the Results to third parties, and registering domain names, trademarks or Google AdWords keywords that are similar or identical to any mark in respect of which OTYS and/or its licensors can enforce Intellectual Property Rights.
- 8.7 It is explicitly not permitted to download, copy, change, publish or make available in any other way all or part of the Results, to use them directly or indirectly for commercial purposes or any other purpose than the purposes stated in the Agreement, unless OTYS or the right holder in question has given consent to do so, or provisions of law from which no derogation is possible stipulate otherwise.
- 8.8 The CLIENT is explicitly not permitted to sell, rent out, transfer, grant or otherwise make rights regarding all or part of the Results available to third parties. The CLIENT shall not grant third parties any access to the Results, remotely or otherwise, or offer the Results to third parties.
- 8.9 The CLIENT is explicitly not permitted to fully or partially modify the Results without prior consent from OTYS. OTYS shall always be entitled to refuse consent or to attach conditions to its consent - including conditions regarding the manner and quality of the modifications to be implemented by the CLIENT. The CLIENT shall bear the full risk of all modifications made by the CLIENT or by third parties at the CLIENT's instructions,

- 8.10 The CLIENT is not permitted to remove, change or arrange for the removal or changing of any designation regarding Intellectual Property Rights from the Results, including designations regarding the confidential nature and confidentiality of the Results.
- 8.11 OTYS is permitted to take technical steps to protect the Results. If OTYS has secured the Results by means of technical protection, the CLIENT is not permitted to remove or circumvent that security protection or arrange for it to be removed or circumvented.
- 8.12 OTYS will never be obliged to provide the CLIENT, either on a physical data carrier or otherwise, with software in source code or other programs used in the development of the Results or provision of the Services (whether in the form of source code or any other form).
- 8.13 OTYS may provide the CLIENT with third party software. The licence and other conditions of those third parties may be applicable, replacing any deviating provisions of the General Terms and Conditions and the Agreement. The CLIENT guarantees that it will accept and strictly comply with those conditions. If and insofar as the conditions of third parties referred to above are deemed not to apply to the relationship between the Parties, or are declared inapplicable for any reason, the provisions of the General Terms and Conditions shall apply in full.
- 8.14 OTYS indemnifies the CLIENT against claims by third parties that a Service provided pursuant to the Agreement infringes Intellectual Property Rights of that third party, provided that the CLIENT informs OTYS immediately in writing about the existence and content of the legal action and leaves the handling of the case, including but not limited to reaching a settlement, entirely to OTYS. The CLIENT shall provide OTYS with the necessary powers of attorney, information and co-operation to be able to defend such legal claims, if this is necessary in the name of the CLIENT. The CLIENT hereby grants OTYS an irrevocable power of attorney to defend such claims in and out of court and to reach a settlement. This obligation to indemnify shall lapse if the alleged infringement is connected with (i) materials provided to OTYS by the CLIENT for use, processing, treatment or incorporation; or (ii) changes in the Service that result from the instructions or wishes of the CLIENT, or as a result of use in a different way than that for which the Services were developed or intended. If it is irrevocably established at law that the Service provided by OTYS infringes any Intellectual Property Right belonging to a third party or if in the opinion of OTYS there is a good chance of such an infringement arising, OTYS shall, if possible, ensure that the CLIENT can continue to use all or part of the Services or the Results thereof or a functional equivalent. OTYS will stop providing the Service if it believes, at its sole discretion, that it cannot ensure that the CLIENT can continue to make uninterrupted use of the Service or can do so only on grounds that are unreasonably onerous to OTYS for financial or other reasons. Every other or more extensive indemnity obligation or liability upon OTYS is excluded.

## Article 9 PROPERTY RIGHTS, PRIVACY AND COPYRIGHT ON CONTENT

- 9.1 The CLIENT and End Users determine which information is stored and/or exchanged using the Service. OTYS has no knowledge of that information. The CLIENT is therefore also responsible for ensuring, and guarantees, that the information is lawful and does not infringe any third party rights, including Intellectual Property and privacy rights. OTYS accepts no liability whatsoever for information stored and/or exchanged using the Service. The CLIENT indemnifies OTYS against third

- party claims based on the allegation that the information stored and/or exchanged by the CLIENT or End Users using the Service is unlawful.
- 9.2 If OTYS is aware or realises that information stored and/or exchanged by the CLIENT or an End User using the Service is unlawful, OTYS will act promptly in accordance with the Notice and Takedown procedure posted at <http://www.otys.nl/notice-and-takedownprocedure.html>.
- 9.3 All information provided by the Parties to OTYS that may reasonably be assumed to be confidential will be treated as such by the Parties. The Parties, their employees and persons engaged by one or more Parties for assistance are explicitly forbidden from making any kind of statement, providing information to third parties or otherwise publishing the information placed on the servers by the CLIENT that its confidential by its very nature.

## Article 10 LIABILITY

- 10.1 The liability of OTYS for damage as a consequence of an attributable shortcoming in compliance with the Agreement or a tort, elimination of disadvantage or otherwise, is excluded.
- 10.2 Insofar as the liability of OTYS as specified in Article 10.1 cannot be excluded, it will be limited per incident (with a series of successive incidents being treated as a single incident) to direct damage up to a maximum of the Fee paid by the CLIENT for the period of twelve (12) calendar months prior to the damage-causing incident. The total liability of OTYS for direct damage will never exceed EUR 100,000. Direct damage shall mean only:
- damage caused directly to corporeal objects ("property damage");
  - reasonable costs for determining the cause and extent of the damage insofar as it concerns direct damage as referred to here; and
  - reasonable and demonstrable costs incurred by the CLIENT to avoid or prevent direct damage within the meaning of this article.
- 10.3 OTYS shall not be liable for any indirect loss. Indirect loss means all loss that is not direct loss and therefore including but not limited to consequential loss, loss of profit, lost opportunities to make savings, loss due to interruptions to business, reduction in goodwill, loss to stoppage of business, loss resulting from failure to determine marketing objectives, loss resulting from claims by customers of the CLIENT, loss connected with the use of information or data files prescribed by the CLIENT, and loss resulting from the distortion or loss of information.
- 10.4 The exclusions and restrictions referred to in this article will lapse if and insofar as the loss/damage is the consequence of deliberate intent or gross negligence on the part of OTYS or its board.
- 10.5 Unless compliance by OTYS has become permanently impossible, OTYS will become liable for an attributable shortcoming in compliance with the Agreement only if the CLIENT issues OTYS with a written notice of default immediately, including a reasonable period for curing the non-performance, and OTYS still fails to comply with its obligation after that period expires. The notice of default must contain the most complete and detailed description possible of the shortcoming so that OTYS is able to respond adequately.
- 10.6 Every claim by the CLIENT for compensation from OTYS that is not specified and explicitly stated by the CLIENT will lapse simply by the expiry of twelve (12) months after the claim arises.

- 10.7 The CLIENT indemnifies OTYS against all third party claims on any basis whatsoever relating to compensation for loss/damage, costs or interest in connection with this Agreement and/or Services.
- 10.8 OTYS will never be liable for loss/damage arising from the non-availability of the Service in connection with ordinary or extraordinary maintenance.

## Article 11 PRIVACY

- 11.1 The CLIENT is responsible for processing Personal Data in the context of the Agreement or Services, as well as for Personal Data arising from further data processing or obtained in any way at a later stage in the context of the Agreement or Services. The CLIENT acknowledges and guarantees that it has obligations to third parties under the Personal Data Protection Act [Dutch title: *Wet bescherming persoonsgegevens*] such as the obligation to provide information, to allow the inspection of Personal Data and to correct and delete the Personal Data of concerned parties. Responsibility for compliance with these obligations lies completely and exclusively with the CLIENT. The CLIENT guarantees that the Personal Data is not unlawful and does not infringe the rights of third parties. The CLIENT indemnifies OTYS against claims from third parties, explicitly including but not limited to concerned parties to whom the Personal Data relates and supervisory authorities such as the Dutch Data Protection Authority (CBP).
- 11.2 OTYS shall process Personal Data solely for the purpose of the activities stated in the Agreement. OTYS will not fully or partially, directly or indirectly use the Personal Data that has been and will be processed in the context of this Agreement for its own purposes or the purposes of third parties without the explicit written consent of the CLIENT. OTYS will be the 'processor' [bewerker] of the Personal Data within the meaning of the Personal Data Protection Act. Insofar as is technically possible, OTYS will co-operate with the fulfilment of the CLIENT's obligations. The costs associated with such co-operation are not included in the prices and fees agreed with OTYS and will be for the full account and risk of the CLIENT. All employees acting under the authority of OTYS who have access to the personal data will respect the confidentiality of the personal data that comes to their knowledge, unless obliged to make disclosure by a statutory regulation.
- 11.3 OTYS will take suitable technical and organisational steps in consultation with the CLIENT to secure the personal data against loss or any form of unlawful processing. With due consideration for the technical possibilities and the costs of implementation, these measures shall provide an appropriate level of security, taking into account the risks involved in processing and the nature of the Personal Data to be protected.
- 11.4 In consultation with the CLIENT, OTYS will take appropriate technical and organisational steps to secure its server, to prevent access to the server by third parties and to secure Personal Data against deletion, whether accidental or unlawful, against accidental and deliberate loss, falsification, unauthorised distribution or access and against any other form of unlawful processing. If the CLIENT considers it necessary to do so, it can give written instructions to OTYS or arrange for such instructions to be given. The costs involved in following those instructions will be reimbursed by the CLIENT.
- 11.5 The CLIENT guarantees compliance with all requirements for the lawful processing of Personal Data processed by the CLIENT through the Service.

## Article 12 FORCE MAJEURE

12.1 Without prejudice to the other provisions of this Agreement, no shortcoming whatsoever by OTYS will be regarded as a breach of this Agreement if it transpires that such a shortcoming is fully attributable to causes that cannot reasonably be controlled by OTYS, including but not limited to causes such as strikes, lockouts or other labour disputes, civil disorder, acts by governmental authorities or suppliers, epidemics, war, embargoes, poor weather, fire, earthquakes, Acts of God or the public enemy, nuclear disasters, or breakdowns or deficiencies in public or other communication services. In the event of such an incident, the time for the delivery of the Service must be extended by the period during which delivery was impossible due to such incidents. The Parties may terminate this Agreement if such circumstances persist for an uninterrupted period of at least one hundred and twenty (120) days. The Parties are not obliged to compensate any loss/damage caused by the force majeure.

## Article 13 TERM AND TERMINATION

- 13.1 The Agreement will take effect on the commencement date agreed between the Parties and recorded in the Agreement or – if no such date has been explicitly recorded – at the moment when OTYS first gives the CLIENT access to the Services.
- 13.2 Unless explicitly agreed otherwise, the Agreement will be entered into for a term of one (1) year. The term of the Agreement will continue to be automatically extended by further periods of one (1) year unless the CLIENT or OTYS terminates the Agreement in writing with due observance of a notice period of one (1) month.
- 13.3 OTYS will be entitled to terminate the Agreement with immediate effect by means of a registered letter, unilaterally and without being required to state reasons, in which case OTYS will refund the CLIENT any Fee(s) paid for Services not yet provided on a pro rata basis.
- 13.4 Each of the Parties shall be entitled to dissolve the Agreement on the grounds of an attributable shortcoming in compliance with the Agreement if the other Party – after receiving the most detailed possible notice of default setting a reasonable period for curing the shortcoming – fails attributable to comply with essential obligations arising from the Agreement.
- 13.5 If at the time of dissolution within the meaning of the previous paragraph obligations to the CLIENT have already been performed, that performance and the associated payment obligations cannot be the subject of dissolution. Sums invoiced by OTYS prior to dissolution will continue to be payable and will immediately become due upon dissolution.
- 13.6 OTYS will be entitled to terminate the Agreement in full or in part, without notice of default being required, if the CLIENT is granted a moratorium on payments (provisional or otherwise), if the CLIENT is the subject of a bankruptcy application, if the CLIENT's business is wound up or closed down otherwise than for the purpose of restructuring or a business merger, or if there is a change in the party having a decisive voice in the CLIENT's business.
- 13.7 OTYS will never be obliged to reimburse moneys already received or to pay any form of compensation on account of the Agreement being terminated, dissolved or ended in any other way. The CLIENT's right to use the Services will lapse automatically in the event of the Agreement being terminated, dissolved or ended in any other way.
- 13.8 If the CLIENT does not comply or comply fully or in good time with its obligations under the Agreement, OTYS will be entitled, without any demand or default notice being required, to fully or

partially suspend performance of the Agreement and/or the provision of the Services. OTYS reserves the right to retain possession of Results, despite any handover or delivery obligation, until the CLIENT complies with its obligations. This provision does not detract from the right of OTYS to exercise any other statutory and/or agreed right.

- 13.9 The provisions that are intended to remain in force after the Agreement is terminated, dissolved or ended in any other way will continue in force thereafter accordingly.
- 13.10 If the Agreement is ended for any reason whatsoever, OTYS will keep the Service available for thirty (30) calendar days after the Agreement ends, solely for the purpose of enabling the CLIENT, upon request, to request or consult information and/or make a back-up copy. It will no longer be possible to process information during such a period. During the aforementioned period OTYS will have no obligations whatsoever other than to ensure availability as described above, provided that it is requested in a timely manner. If desired, OTYS can offer the CLIENT compressed Content for a fee during the aforementioned period upon request.

## Article 14 FINAL PROVISIONS

- 14.1 The CLIENT is not permitted to transfer this Agreement and/or its rights or obligations under the Agreement without obtaining prior explicit consent in writing from OTYS. OTYS may at any time transfer or outsource rights and/or obligations arising from this Agreement. The CLIENT acknowledges that, in relation to the outsourced Services of any nature whatsoever, OTYS uses or involves one or more Suppliers, including unlimited hosting system providers and other internet service providers (ISPs).
- 14.2 The General Terms and Conditions, Price Quotes, Assignments, Assignments, Services and Results shall be governed exclusively by Dutch law. All disputes between the Parties arising from the General Terms and Conditions, Price Quotes, Assignments, Agreements, Services and/or Results will be submitted exclusively to the competent court in the district of Utrecht, unless the Parties explicitly and unambiguously agree in writing to arbitration or a binding third party opinion.